

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BID**



**IFB# 2024-0147-PW/APS**

CN S100630

CN S100640

**CONSTRUCTION SERVICES FOR THE  
ARROYO HONDO TRAIL SEGMENTS #2 & #3**

**March 2024**

# **SANTA FE COUNTY**

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## ADVERTISEMENT

### SANTA FE COUNTY INVITATION FOR BIDS

#### Construction Services for the Arroyo Hondo Segments #2 & #3

**IFB# 2024-0147-PW/APS  
CN S100630  
CN S100640**

The Santa Fe County Public Works Department is requesting bids from qualified and licensed contractors for construction services for the Arroyo Hondo Trail located in Santa Fe County funded by the Federal Highway Administration (FHWA)/CMAQ Funds. The work consists of the following construction: Segment #2 - 1.2-mile-long concrete multi-use trail connecting the exiting Rancho Viejo Fire Station Trailhead to the Turquoise Trail Sports Park off of NM 14 and Segment #3 – 1.6-mile-long concrete multi-use trail from connection with existing trail NW of Rancho Viejo Fire Station to Richards Avenue and extensions to Avenida Del Sur and Velocity Road roundabouts. The State Disadvantaged Business Enterprise (DBE) Goal on this project is established at 0%. At this time NMDOT will meet State DBE Goal on Federally assisted projects through a combination of race-neutral and race-conscious measures. The stipulated construction duration for this contract is **180 working days** to commence as directed by Santa Fe County. A working day is defined in Section 101.4 – Terms and Definitions of the NMDOT Standard Specifications. Bids may be held for ninety (90) days subject to action by the County. By submitting a bid for the requested materials and/or services each bidder is certifying that its bid is in compliance with regulations and requirements stated within the Invitation for Bid package. Santa Fe County reserves the right to reject any and all bids in part or whole. A completed bid package shall be submitted in a sealed envelope indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. Bids are due no later than **2:00pm, Thursday, April 25, 2024**, and delivered to the Santa Fe County Purchasing Division located at 102 Grant Avenue (First Floor), Santa Fe 87501.

**A Pre-Bid Conference & Site Visit will be held on 10:00am, April 5, 2024 at the Rancho Viejo Fire Station Trailhead located at 37 Rancho Viejo Boulevard, SF, NM 87508. Attendance at the Pre-Bid Conference & Site Visit is MANDATORY.**

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Information on Invitation for Bid Documents including plans and specifications will be available by contacting Amanda Patterson-Sanchez, Santa Fe County Purchasing Division, by telephone at (505) 992-6753 or by email at [apatterson-sanchez@santafecountynm.gov](mailto:apatterson-sanchez@santafecountynm.gov) or by accessing our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>.

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.**

Publish: Dates: March 24 and 25, 2024.

## INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County from qualified, licensed construction companies for the construction of the Arroyo Hondo Trail Segment 4. The following scope of work is not all inclusive and bidders must line item all designed scope elements provided.

1. **LOCATION AND DESCRIPTION OF WORK:** The work consists of the 2 segments: construction of segment #2 is a 1.2-mile-long concrete multi-use trail connecting the existing Rancho Viejo Fire Station Trailhead to the Turquoise Trail Sports Park off of NM 14. Construction of segment #3 is a 1.6-mile-long concrete multi-use trail connecting off current segment #4 NW of Rancho Viejo Trailhead to Richards Avenue and extensions to Avenida Del Sur Roundabout and Velocity Road Roundabout.

The work includes concrete sidewalk 6" (colored), earthwork, erosion control, rock gravity walls, one prefabricated steel truss bridge including drilled shaft foundations, seeding, and trail signs.

The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the construction plans and specifications.

The bids shall be in the form of unit pricing as per items listed on the bid sheets.

The bid shall include all permits, fees, tie-in fees for all utilities, overhead and profit and incidental costs in the bid amounts. All applicable taxes shall not be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contractor and all agreements between the contractor and the County.

2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** This information will be found in the "Advertisement for Bids". A bid received after the specified time will not be considered and will be returned to the bidder unopened.
3. **SPECIFICATIONS:** The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications and Supplemental Specifications for Highway and Bridge Construction 2019 Edition, Special Provisions and the engineering drawings which are included in this bid package except as otherwise specified herein or in the contract.

The Standard Specifications can be found at the following internet link:

<https://realfilef260a66b364d453e91ff9b3fedd494dc.s3.amazonaws.com/867da99f-fefb-44c8-a2d4-ae6994dda419?AWSAccessKeyId=AKIAJBKPT2UF7EZ6B7YA&Expires=1692108105&Signature=0XsRISzZ2PS17E8GLEME8XozVsg%3D&response-content-disposition=inline%3B%20filename%3D%222019%20Specs%20for%20Highway%20and%20Bridge%20Construction.pdf%22&response-content-type=application%2Fpdf>

4. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 180 working days upon receipt of the Notice to Proceed.
5. **COPIES OF BIDDING DOCUMENTS:** Bidders may obtain complete sets of the Bidding Documents by contacting Amanda Patterson-Sanchez by telephone at (505) 992-6753, email at [apatterson-sanchez@santafecountynm.gov](mailto:apatterson-sanchez@santafecountynm.gov) or by accessing our website at <http://www.santafecountynm.gov/finance/purchasing-divison/current-bid-solicitations>. Bidders shall use complete sets of Bidding Documents in preparing bids; neither the owner nor engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the Bidding Documents is conferred by issuance of copies of the bidding documents.

6. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.
7. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Manager in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least five (5) calendar days before the scheduled bid opening date. Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Amanda Patterson-Sanchez, Procurement Planner Analyst  
Santa Fe County Purchasing Division  
102 Grant Avenue (First Floor)  
Santa Fe, NM 87501  
Ph. (505) 992-6753  
Fax (505) 989-3243

Email – Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications.

Addenda will be issued no later than five (5) working days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

8. **SUBSTITUTIONS:** The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of bids.
9. **WAGE RATES/REGISTRATION OF BIDDER AND SUBCONTRACTORS WITH THE NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS:** The Contractor shall be required to fully comply with the Davis-Bacon Act and Related Acts in accordance with 40 USC § 276a; 29 CFR Parts 1, 3,5, 6, and 7 and the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17. The higher wage rate will prevail and both wage determination information will be posted at the construction site. If the minimum wage rate determination for the project is not included in the initial Bid Documents, it will be furnished in an Addendum.

Pursuant to 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Bidders and Subcontractors, Bidders submitting bid pricing for more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions prior to submitting a bid to Santa Fe County. The Contractor shall provide its registration number where indicated on the Bid Proposal Form. If a Bidder is not registered at the time of Bid opening, their Bid shall be considered non-responsive Bid and will be rejected. Bidder's subcontractors shall also be registered. The registration number of each subcontractor shall be listed on the designated space on the Subcontractor Listing Form. If a Bidder's Bid includes any subcontractor that is not registered their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. Bidders may find additional information on the registration requirements and forms at the website: <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

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

10. **BID PREPARATION:**

- A. Submit the Bid as provided in the Bid Package, and complete the blank spaces in the Required Documents for Bid Submittal. For each Bid Item, the Bidders shall state in numerals, either in ink or digital form, the Bid Item Unit Price for which the Bidder proposes to perform each Bid Item;
- B. Specify a Bid Item Unit Price for each Bid Item, except when a Bid Item Unit Price is established by the County. The Bid Item Unit Price will be conclusively presumed to include any insurance or overhead expenses necessary to complete that Bid Item;
- C. Show the Bid Item Prices by multiplying the respective Bid Item Unit Prices and quantities, and also show the Total Bid Amount in the space provided on the Bid Schedule. The Total Bid Amount will be the sum obtained by adding the Bid Item Prices;
- D. Make changes to any entry on the Required Documents for Bid Submittal by marking through the entry in ink and making the correct entry adjacent thereto in ink. Initial the change in ink;
- E. Show the amounts for the respective Bid Item Unit Prices to a maximum of three decimal places. Truncate additional decimal places in excess of three;
- F. Exclude the applicable state GRT and local option tax. The Department will pay the applicable tax.
- G. Exclude any Indian business tax, TERO tax, and other tax imposed by a tribal government. The Department will pay the tax or will exercise its prerogative to challenge the tribal government's authority to impose the tax. If the Department exercises its prerogative to challenge the tribal government's authority to impose the tax, the Department will reimburse the Contractor for such tax only if a court of competent jurisdiction rules the tribe has authority to impose the tax. The Department will reimburse the Contractor only if the final decision of the litigation, or other final disposition of the litigation, results in a determination that the tribe has jurisdiction to impose the tax. The Department shall be subrogated to the rights of the Contractor to claim a refund of, or to contest, any such tax imposed on the Work to the extent any alleged obligation of the Contractor or the Department to pay such taxes arises under this section or through the Contractor's performance of this Contract;
- H. Submit Required Documents for Bid Submittal signed by the president, vice presidents, owner, or other representative of the Bidder authorized in writing to bind the Bidder.

11. **BID SECURITY:** Each individual bid shall be accompanied by bid security equal to 5% of the amount of the bid. Such bid security shall be in the form of a certified or cashier's check made payable to the County or a surety bond issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department.

By submitting the bid and providing the bid security, the bidder pledges to enter into a binding contract with the County and will furnish bonds covering the faithful performance of the contract and payment of all obligations arising hereunder.

The County will have the right to retain the bid security of bidders to whom an award is being considered until either the contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.

12. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
13. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the “Advertisement for Bids” on page 3 of this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Amanda Patterson-Sanchez, Procurement Planner Analyst  
Santa Fe County Purchasing Division  
102 Grant Avenue (First Floor)  
Santa Fe, NM 87501

14. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid.

Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder.

Upon receipt such written confirmation shall be date and time stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.

15. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.
16. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the base bids and alternates or bid items, if any, will be made available to the bidders. Each bid shall be open to public inspection.
17. **BID OPENING PROCEDURE:** The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:



18.

- A. Cover Sheet
- B. Index
- C. Bid Form
- D. Bid Schedule
- E. Bid Bond
- F. Bidder's List of Quotes
- G. Disadvantaged Business Enterprise (DBE) Goal Form A-585
- H. Non-Debarment Certification
- I. Subcontractor Fair Practices Act Compliance
- J. Bid Guaranty
- K. Affidavit of Bidder
- L. Performance Bond
- M. Labor and Material Payment Bond
- N. Acknowledgement of Receipt of Invitation to Bid Form

**IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID MAY BE DISQUALIFIED AND CONSIDERED NON-RESPONSIVE.**

19. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.

20. AWARD OF CONTRACT:

- A. The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
- B. If a contract is to be awarded, it will be awarded to the lowest responsible bidder submitting the lowest bid amount.
- C. If the lowest responsible bidder has otherwise qualified, the lowest bidder may negotiate with the County for a lower bid if the lowest bid is within **ten percent** over budgeted project funds in order to prevent all bids from being rejected. No change in the original scope and/or terms and conditions will be allowed. Negotiations may be permitted with product, materials, and equipment alternatives as determined to be in the best interest of the County.
- D. Except described in 2019 NMDOT Standard Specification for Highway and Bridge Construction 2019 Edition, Section 103.3, "Bidding Dispute Resolution Procedures," the County will award the contract within 30 days after opening of bids to the lowest responsive bidder.

20. **LIQUIDATED DAMAGES:** Liquidated damages in the amount of two thousand dollars (\$2,000.00) per each calendar day shall be assessed after the completion date (as adjusted by change orders) until the issuance of a Certificate of Substantial Completion for the entire project.
21. **PREFERENCE FOR DOMESTIC MATERIALS:** The contractor shall provide Materials in accordance with the Buy America Requirements (23 CFR § 635.410) on federal-aid Projects.
22. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
23. **PERMITS:** It is the responsibility of the contractor and each subcontractor to obtain permits and inspections required by the County and/or the State of New Mexico or any other entity that may have jurisdiction over the construction.
24. **COLLUSION:** No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
25. **QUANTITIES:** The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for work actually performed.
26. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within twelve (12) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.
27. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
28. **BOND REQUIREMENTS – PERFORMANCE BOND AND PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The amount of the bonds, performance and payment, shall each be equal to 100% of the contract sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.

29. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than fifteen (15) days following the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this section.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

30. **WARRANTY:** The contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the completion date in addition to all other warranties required by the Contract Documents.
31. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
32. **IDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
33. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
34. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be charged and the date contract time is to expire.
35. **FAILURE TO EXECUTE CONTRACT:** Failure to return the signed contract with acceptable contract bonds and certificate of insurance within fifteen (15) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the owner may decide.
36. **INSURANCE REQUIREMENTS:** For this project that involves construction within fifty (50) feet of a railroad track special insurance requirements apply. At a minimum upon execution of the contract between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance that list New Mexico Department of Transportation (NMDOT), Santa Fe Southern Railroad (SFSR), and Santa Fe County as additional insured.

Contractor shall have a certificate of insurance submitted to NMDOT, SFSR, and Santa Fe County. Severability of Interest and NMDOT, SFSR, and Santa Fe County as additional insured shall be indicated on the certificates of insurance.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive commercial general liability insurance with limits of \$2,000,000 each occurrence and \$6,000,000 in the aggregate.

Business automobile insurance policy with liability limits in amounts for personal and bodily injury liability: \$1,000,000 each person; \$2,000,000 each occurrence; (annual aggregate; and, property damage liability: \$2,000,000 each occurrence; (annual aggregate). Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract.

- C. Workers' Compensation and Employers Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement Worker's Compensation and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.
- D. Worker's Compensation Insurance. The Contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, § 52-1-1 et. seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, § 52-3-1 et. seq.).
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the PR shall increase the maximum limits of any insurance required herein.

37. **CLARIFICATION OF NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR, AND CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY:** The general contractor is not required to present completed "Non-Collusion Affidavit of Subcontractor" and "Certification of Subcontractor Regarding Equal Employment Opportunity" forms from their subcontractors at the time of bid submittal; however, once the contract is awarded, the general contractor is responsible for providing these forms along with the bonds and certificate of insurance.

38. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.
39. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project but prior to the Substantial Completion certificate approved by the engineer, the contractor shall submit to the architect two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items within this phase of construction, if applicable.
40. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
41. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
42. **NUMBER OF BIDS ACCEPTED.** Bidders shall submit only one (1) bid in response to this IFB.
43. **DOUBLE-SIDED DOCUMENTS.** All submitted bids shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse..."all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County".

**SANTA FE COUNTY**

**PURCHASING DIVISION  
102 GRANT AVENUE  
SANTA FE, NM 87501**

**REQUIRED DOCUMENTS  
FOR  
BID SUBMITTAL**

**BID NUMBER: 2024-0147-PW/APS**

**Control Number (“CN”): S100630 & S100640**

**Bidder: \_\_\_\_\_**

**SANTA FE COUNTY**

**PURCHASING DIVISION  
102 GRANT AVENUE  
SANTA FE, NM 87501**

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OF  
REQUIRED DOCUMENTS  
FOR  
BID SUBMITTAL**

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**Bidder:** \_\_\_\_\_

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Non-Debarment Certification

Subcontractor Fair Practices Act Compliance

Bid Guaranty

Affidavit of Bidder

Performance Bond

Labor and Material Payment Bond

Acknowledgement of Receipt of Invitation to Bid Form

**SANTA FE COUNTY  
BID FORM**

Control Number ("CN"): S100630 & S100640

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

ADDRESS \_\_\_\_\_

BIDDER'S DEPARTMENT OF WORKFORSE SOLUTIONS REGISTRATION No. \_\_\_\_\_

\*BIDDER'S LICENSE No. \_\_\_\_\_ \*LICENSE CLASSIFICATION (S) \_\_\_\_\_

\*Not Required for Bidding on Federal-Aid Projects

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

To submit a Bid through Bid Express the Bidder shall create a unique digital id. The submission of a Bid with the Bidder's unique digital id shall be considered the Bidder's certification that it has exercised Pre-Bid Due Diligence and shall be considered prima facie evidence that the Bidder accepts the conditions to be encountered in performing the Work and accepts the provisions and requirements of the Contract. Pre-Bid Due Diligence is the Bidder's exercise of due diligence before submittal of a Bid which includes the careful, independent examination of the site of the proposed Work, including Materials pits and haul Roads, the Bid Package, all Contract documents including Standard Specifications, Special Provisions, Supplemental Specifications, and Standard Drawings and boring logs which are representative of the condition at the precise location where each boring was made but conditions *may* vary between boring locations.

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

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



**SANTA FE COUNTY  
BID SCHEDULE**

**BID NUMBER: 2024-0147-PW/APW**

**CN S100630 & S100640**

THE CONTRACTOR MUST BID ON 74 ITEMS, ENTER ALL UNIT PRICES,  
MAKE ALL EXTENSIONS AND TOTAL THE BID.

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

**TOTAL AMOUNT BID \$**\_\_\_\_\_

**SANTA FE COUNTY  
BID SCHEDULE**

PROJECT: #2024-0147-PW/APS Construction Services for the Arroyo Hondo Trail Segments 2 & 3  
CN S100630 and S100640

<b>SEGMENT 2 – CN S100630</b>					
<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b> ----- <b>DOLLARS / CENTS</b>	<b>BID AMOUNT</b> ----- <b>DOLLARS / CENTS</b>
107000	Environmental Commitments	LS	1		
201000	Clearing & Grubbing	LS	1		
203000	Unclassified Excavation	CY	1,321		
206000	Unsuitable Material Excavation	CY	19		
206100	Select Backfill Material	CY	13		
416204	Minor Paving Type II, HMA SP-IV	TON	10		
502024	Drilled Shaft Foundation 24" Diameter	LF	80		
511300	Structural Concrete, Class HPD	CY	26		
515000	Reinforced Concrete for Minor Structures	CY	13		
541405	Prefab Pedestrian Bridge	LS	1		
570018	18" Culvert Pipe	LF	44		

**SEGMENT 2 – CN S100630**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b> ----- <b>DOLLARS / CENTS</b>	<b>BID AMOUNT</b> ----- <b>-- DOLLARS / CENTS</b>
570019	18" Culvert Pipe End Section	EA	2		
570030	30" Culvert Pipe	LF	22		
601000	Removal of Surfacing	SY	56		
602000	Riprap Class A	CY	6		
602010	Riprap Class B	CY	8		
602020	Riprap Class C	CY	78		
603100	Temporary Soil Stabilant	AC	4		
603260	Culvert Protection	SY	39		
603262	Composted Mulch Sock	LF	2,100		
603281	SWPPP Plan Preparation and Maintenance	LS	1		
607079	Pedestrian/Bicycle Railing	LF	120		
607000	Wire Fence	LF	28		

**SEGMENT 2 – CN S100630**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT</b>
				<b>----- DOLLARS / CENTS</b>	<b>----- DOLLARS / CENTS</b>
607201	Remove Fence	SY	60		
608006	Concrete Sidewalk 6" (Colored)	SY	7,010		
608006	Concrete Median Pavement 4" (Colored and Patterned)	SY	10		
609430	Concrete Vertical Curb & Gutter Type "B" 6" X 30"	LF	70		
618000	Traffic Control Management	LS	1		
621000	Mobilization	LS	1		
632000	Class A Seeding	AC	4		
664000	Landscape Complete	LS	1		
667219	Gravity Wall	SF	324		
701000	Panel Signs	SF	54		
701100	Steel Post and Base for Aluminum Panel Signs	LF	60		
701963	Kiosk Sign – Secondary	EA	1		
701964	Orientation Map Sign	EA	1		

<b>SEGMENT 2 – CN S100630</b>					
<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b> ----- <b>DOLLARS / CENTS</b>	<b>BID AMOUNT</b> ----- <b>DOLLARS / CENTS</b>
701967	Directional Sign – 3 Flag	EA	4		
701968	Marker Signs	EA	2		
701969	Marker – Rules Signs	EA	4		
702810	Traffic Control Devices for Construction	LS	1		
704000	Retroreflectorized Pavement Markings 4”	LF	104		
704704	Hot Thermoplastic Pavement Marking 24”	LF	40		
704728	Hot Thermoplastic Pavement Marking Yield Line	LF	20		
801000	Construction Staking by the Contractor	LS	1		
802000	Post Construction Plans	LS	1		
TOTAL BID AMOUNT SEGMENT 2 – CN S100630 WRITTEN IN NUMBERS:		\$ _____			
TOTAL BID AMOUNT SEGMENT 2 – CN S100630 WRITTEN IN WORDS:					

**SEGMENT 3 – CN S100640**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT</b>
				<b>----- DOLLARS / CENTS</b>	<b>----- DOLLARS / CENTS</b>
107000	Environmental Commitments	LS	1		
201000	Clearing & Grubbing	LS	1		
203000	Unclassified Excavation	CY	2,014		
570015	15" Culvert Pipe	LF	29		
570015	15" Culvert Pipe End Section	EA	2		
570036	36" Culvert Pipe	LF	18		
570037	36" Culvert Pipe End Section	EA	1		
602000	Riprap Class A	CY	145		
603100	Temporary Soil Stabilant	AC	6		
603260	Culvert Protection	SY	26		
603262	Composted Mulch Sock	LF	700		
603281	SWPPP Plan Preparation and Maintenance	LS	1		
607199	Remove and Rebuild	LF	171		

**SEGMENT 3 – CN S100640**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT</b>
				<b>----- DOLLARS / CENTS</b>	<b>----- DOLLARS / CENTS</b>
607201	Remove Fence	LF	55		
608006	Concrete Sidewalk 6” (Colored)	SY	12,001		
609205	Concrete Cut Off Wall 2FT Tall	LF	272		
618000	Traffic Control Management	LS	1		
621000	Mobilization	LS	1		
632000	Class A Seeding	AC	6		
664000	Landscape Complete	LS	1		
701963	Kiosk Sign – Secondary	EA	1		
701964	Orientation Map Sign	EA	2		
701965	Directional Sign – 1 Flag	EA	1		
701967	Directional Sign – 3 Flag	EA	4		
701968	Marker Signs	EA	4		
701969	Marker – Rules Signs	EA	5		

<b>SEGMENT 3 – CN S100640</b>					
<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b> ----- <b>DOLLARS / CENTS</b>	<b>BID AMOUNT</b> ----- <b>DOLLARS / CENTS</b>
702810	Traffic Control Devices for Construction	LS	1		
801000	Construction Staking by the Contractor	LS	1		
802000	Post Construction Plans	LS	1		
TOTAL BID AMOUNT SEGMENT 3 – CN S100640 WRITTEN IN NUMBERS:		\$ _____			
TOTAL BID AMOUNT SEGMENT 3 – CN S100640 WRITTEN IN WORDS:					
TOTAL BID AMOUNT SEGMENT 2 – CN S100630 AND SEGMENT 3 – CN S100640 WRITTEN IN NUMBERS:		\$ _____			
TOTAL BID AMOUNT SEGMENT 2 – CN S100630 AND SEGMENT 3 – CN S100640 WRITTEN IN WORDS:					

**ALL BID ITEMS MUST BE EXCLUSIVE OF NMGR**



**SANTA FE COUNTY  
BID BOND**

Control Number ("CN"): S100630 & S100640

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

SURETY: \_\_\_\_\_  
SURETY BUSINESS ADDRESS: \_\_\_\_\_

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

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



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

Control Number (“CN”): S100630 & S100640

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

Contractor’s DBE Liaison Officer: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

Contractors DBE Participation \_\_\_\_\_

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

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

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

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

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

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

Bidders shall use certified DBEs contained in the DBE directory required by 49 C.F.R. § 26.81(g) (2011). Bidders shall confirm that the DBE is certified at the following link:

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

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

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

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

Control Number ("CN"): S100630 & S100640

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

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

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

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

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

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

I acknowledge



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

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

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

**New Mexico Department of Transportation (“NMDOT”)**

**Bid Guaranty**

Control Number (“CN”): \_\_\_\_\_

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

SURETY: \_\_\_\_\_  
SURETY BUSINESS ADDRESS: \_\_\_\_\_

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

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



**New Mexico Department of Transportation (“NMDOT”)**

**Affidavit of Bidder**

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

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

**Further affiant sayeth not.**

Title \_\_\_\_\_

Bidder (print): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

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

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

\_\_\_\_\_ day of \_\_\_\_\_ 2023

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

My Commission Expires: \_\_\_\_\_

Before Bid Opening, the Bidder shall submit this Affidavit of Bidder in the form of a zip file to the “file attachment upload” tab in the Project Bids.EBSX file through Bid Express. Refer to this Project’s Advertisement for questions regarding this process.

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

## PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL hereinafter called the "CONTRACTOR" and \_\_\_\_\_, as SURETY hereinafter called the "SURETY", are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the "COUNTY", in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, 2018, with the COUNTY for the Construction Services for the Arroyo Hondo Trail Segment 4 in Santa Fe County, N.M. in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

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

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S Authorized New Mexico Agent

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL hereinafter called the "PRINCIPAL"  
and \_\_\_\_\_ as SURETY hereinafter called the "SURETY", are  
held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico  
as OBLIGEE hereinafter called the "COUNTY", for the use and benefit of any claimants as herein  
below defined, in the amount of \_\_\_\_\_ (\$ . ) dollars for the  
payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated \_\_\_\_\_, 2024, with the  
COUNTY for the Construction Services for the Arroyo Hondo Trail Segment 4 in Santa Fe  
County, New Mexico, which must be constructed in accordance with drawings and specifications  
which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

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

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

- b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
  5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
 CONTRACTOR – PRINCIPAL (signature)

By: \_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
 SURETY (signature)

\_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
 NOTARY PUBLIC (seal)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
 SURETY’S Authorized New Mexico Agent

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BID FORM**

**IFB# 2024-0147-PW/APS**

**CONSTRUCTION SERVICES FOR THE ARROYO HONDO TRAIL SEGMENTS 2 & 3  
CN S100630 & S100640**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Amanda Patterson-Sanchez no later **April 5, 2024** to receive any addenda for this solicitation.

Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

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

PHONE No: \_\_\_\_\_

FAX No: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

(Printed)

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

This name and address will be used for all correspondence related to the Invitation For Bids.

Amanda Patterson-Sanchez

Santa Fe County

Purchasing Division

102 Grant Avenue

Santa Fe, NM 87504

Phone: (505) 992-6753 Fax: (505) 989-3243

E-mail: [apatterson-sanchez@santafecountynm.gov](mailto:apatterson-sanchez@santafecountynm.gov)



## **PROJECT SPECIFIC NOTICE(s) to CONTRACTORS**

ADA Construction Inspection Procedure (1-1-19)  
Additional Named Insured (1-1-19)  
Cooperation with Utilities (4-23-21)  
Itemized List - Item Description (1-1-19)  
Mandatory Pre-Bid Conference (1-1-19)  
Ramp-Up Time (4-11-22)  
Schedule Format (6-20-19)

CCRB  
January 1, 2019

**NOTICE TO CONTRACTORS**  
**ADA Construction Inspection Procedure**  
**CN S100630 & CN S100640**

**General Comments**

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

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

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

**ADA Construction Compliance Requirement:**

**All constructed ADA facilities meet the *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of –Way (PROWAG)*, July 26, 2011, which may be accessed through the State Construction Bureau webpage**

**(<http://dot.state.nm.us/content/nmdot/en/Construction.html>).**

**Construction Inspection Procedure**

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

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



- 1) The Contractor must provide notice to the Project Manager in accordance with Standards Specification 105.10 “Inspection of Work”.
- The Contractor shall use only a 24 inch electronic digital (“Smart”) level with 0.1% slope accuracy shall be permitted for ADA construction and inspection Acceptance.
  - The Contractor and the NMDOT shall calibrate each Smart level prior to performing the next step.
  - The Contractor and NMDOT shall select which curb ramp form best aligns with the type to be inspected.
  - Before scheduling delivery of concrete and with an NMDOT inspector present, the Contractor shall complete the Pre-Pour Inspection Form verifying that the concrete formwork is constructed to dimensions and grades shown on plans and meets PROWAG, 2011 technical design criteria and NMDOT Construction Plans.
  - The NMDOT inspector will verify that the measurements on the Pre-Pour Form meet the requirements or require correction of all discrepancies in accordance with Standard Specification
    - 105.11 “Removal of Unacceptable and Unauthorized Work”, before scheduling of concrete to ensure the finished concrete Work will meet PROWAG and NMDOT Construction Plans.
  - When all measurements meet the Contract requirements then the NMDOT inspector will permit the concrete pour.
  - The Contractor shall repeat the procedure using the Constructed Inspection Form after the concrete pour to ensure the curb ramp(s) meets PROWAG compliance and NMDOT Construction Plan design criteria.
  - The NMDOT inspector will verify measurements on the Constructed Inspection Form. Once the NMDOT inspector has verified the measurements the Work will be eligible for payment. Unacceptable Work will be subject to Standard Specification 105.11 “Removal of Unacceptable and Unauthorized Work”.

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

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

**Chief Engineer**  
**January 1, 2019**

**NOTICE TO CONTRACTORS**

**Additional Named Insured**

**CN S100630 & CN S100640**

In accordance with the 2019 Edition of the New Mexico Department of Transportation Standard Specifications Section 107.25.4, "Department as Additional Insured" the successful Bidder shall name the Santa Fe County as an additional named insured on the comprehensive general liability form or commercial general liability form and return the same with the return of the Contract documents listed and in the timeframe required in the notice of preliminary Award of Contract letter.

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

## **NOTICE TO CONTRACTORS**

### **Cooperation with Utilities**

#### **CN S100630 & CN S100640**

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

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

#### **NMDOT Owned Facility Infrastructure**

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

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

## **Non-NMDOT Owned Utility Infrastructure**

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

### **Utility Relocation**

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

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

---

UTILITY OWNER: Santa Fe County Utility Department Comcast

Work Location: Entire Project  
Subsurface  
No utility conflicts.

---

UTILITY OWNER: Comcast

Work Location: STA 119+94.04 (2.42', L)  
Subsurface  
Comcast will perform the following relocations:

STA 119+94.04 (2.42', L) Communication vault at this location, shift out of clear zone of path.  
STA. 302+80 LT. Communication line at this location will be lowered to install the proposed culvert extension.

---

UTILITY OWNER: New Mexico Gas

Work Location: Entire Project  
Subsurface  
New Mexico Gas has no utility conflicts.

---

UTILITY OWNER: PNM

Work Location: STA 302+90. Along Richards Avenue.

Subsurface

PNM will perform the following relocations prior to construction:

STA. 302+90. Electric line at this location will be lowered to install the proposed culvert extension

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UTILITY OWNER: Lumen

Work Location: STA. 302+80 LT

Subsurface

Lumen will perform the following relocations prior to construction:

STA. 302+80 LT. Communication line at this location will be lowered to install the proposed culvert extension.

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UTILITY OWNER: Conterra Networks

Work Location: STA. 302+80 LT

Subsurface

Conterra Networks will perform the following relocations prior to construction.

STA. 302+80 LT. Communication line at this location will be lowered to install the proposed culvert extension.

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**Chief Engineer  
January 1, 2019**

**NOTICE TO CONTRACTORS**

**Itemized List – Landscape Complete**

**CN S100630 & CN S100640**

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

The Bidder shall submit a completed Itemized List Form, attached to this Notice to Contractors (“NTC”), before Bid Opening. The Bidder shall submit the Itemized List Form in the form of a zip file to the “file attachment upload” tab in the Project Bids. EBSX file through Bid Express. Refer to this Project’s Advertisement for questions regarding this process.

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

If quantities are increased or decreased, the Itemized List Form will be used to determine payment to the Contractor for the quantities of actual Work Accepted.

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

**Itemized List Form**

CN **S100630 & CN S100640**

**Bidder:** \_\_\_\_\_

<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>PRICE</b>
<b>1</b>	<b>Bollard</b>	<b>EA</b>	<b>4</b>		
<b>2</b>	<b>Litter Receptacle</b>	<b>EA</b>	<b>5</b>		
<b>3</b>	<b>Rubble Masonry Veneer</b>	<b>SQ</b>	<b>288</b>		
<b>664000 – Landscape Complete (LUMP SUM) = (Sum of Line Items 1 thru 3)</b>					<b>\$</b>

North Region Design  
September 14, 2020

Office of General Counsel  
January 1, 2019

## NOTICE TO CONTRACTORS

### Mandatory Pre-Bid Conference

CN **S100630 & CN S100640**

As a condition to submitting a Bid, prospective Bidders must attend a Mandatory Pre-Bid Conference. The Mandatory Pre-Bid Conference will be held on **April 5, 2024, beginning promptly at 10:00 a.m. local prevailing time.** At **10:00 a.m./p.m.**, the start of the Mandatory Pre-Bid Conference will be announced. Any individuals who arrive after **10:00 a.m./p.m.** and are not physically present when the start of the Mandatory Pre-Bid Conference is announced and who do not physically remain for the entirety of the Mandatory Pre-Bid Conference will not be compliant with this Notice to Contractors (“NTC”). Attendance at the Mandatory Pre-Bid Conference will be evidenced by the sign-in sheet.

The purpose of the Mandatory Pre-Bid Conference is to discuss:

1. General Overview of the Project
2. Other issues related to the Project

The Mandatory Pre-Bid Conference will be held at: **Rancho Viejo Fire Station Trailhead located at 37 Rancho Viejo Boulevard, SF, NM 87508.**

Project related questions raised before or after the Mandatory Pre-Bid Conference shall be directed to the Chief Engineer pursuant to the 2019 Edition of the Standard Specifications for Highway and Bridge Construction Section 102.7.1 (1), “Requests for Contract Interpretation”.

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



**Chief Engineer  
April 11, 2022**

## **NOTICE TO CONTRACTORS**

### **Ramp-Up Time CN S100630 & CN S100640**

Ramp-up time for this Project is 30 Days.

Contract Work shall begin no later than the latest start date in the Notice to Proceed plus the ramp-up time. At the end of ramp-up time, Contract Time shall automatically commence.

If the Contractor elects to commence Work before the end of the ramp-up time, the Contractor shall provide the Project Manager (PM) a one (1) week written notice of the date elected to commence Project Work.

The following Work will be permitted during Ramp-Up Time:

- Survey activities that do not reduce travelled lanes;
- Coring for the use of mix design (traffic impact permitted); and
- Potholing for preconstruction utility survey (traffic impact permitted).

If traffic control is required to complete the Work as indicated above, the Contractor shall submit a traffic control Plan to the PM for approval prior to starting the Work and the Traffic Control Supervisor shall provide Traffic Control Management at all times when traffic control is in progress in accordance with Standard Specifications Section 618 "Traffic Control Management".

No Progress Payments shall be made to the Contractor during ramp-up time except for Bid Item 663049 – Preconstruction Utility Survey (when applicable) and for stockpile Bid Items designated in the Notice to Contractors for Stockpile.

**Chief Engineer**  
**June 20, 2019**

**NOTICE TO CONTRACTORS**

**Schedule Format**

**CN S100630 & CN S100640**

In lieu of a critical path method Baseline Schedule format the schedule format for this Project shall be a bar graph Baseline Schedule.

The Baseline Schedule shall conform to the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.3.2.2 – “Bar Graph Baseline Schedule”. This Work shall be considered Incidental.

## **SPECIAL CONDITIONS**

### **SC1 DESCRIPTION OF WORK**

The work to be performed for segment 2 includes the construction of a 1.21 mile long concrete trail connecting the existing Rancho Viejo Fire Station Trailhead, to Turquoise Trail Sports Park, between Rancho Viejo Blvd and Carson Valley Way and NM 14 in Santa Fe County. The project will also include one (1) Prefabricated Steel Pedestrian Bridge. The work includes grading, base preparation, concrete placement, gravity rock wall construction, prefabricated steel pedestrian bridge fabrication and installation, drainage features, slope protection, site restoration and signage. The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the contract plans and specifications.

The work to be performed for segment 3 includes the construction of a 1.96 mile long concrete trail connecting the existing segment 4 trail, to existing trails along Richards Avenue. The work includes grading, base preparation, concrete placement, concrete cut off wall, drainage features, slope protection, site restoration and signage. The Contractor shall supply all labor, materials and equipment necessary to complete the work in accordance with the contract plans and specifications.

### **SC2 LOCATION OF WORK**

The location of work to be completed under this contract is generally south of I25, east of NM 14 (Cerrillos Rd), west of Richards Avenue and north of Rancho Viejo Blvd, south of the City of Santa Fe, in Santa Fe County.

### **SC3 CONTRACT TIME**

- A. The work shall be commenced not later than fourteen (14) calendar days from and including the date of the Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within 180 working days of the Notice to Proceed. Prior to the commencement of work, the Contractor shall submit to the Project Manager, for approval, a schedule showing the time of commencement and proposed progress of the work.
- B. A pre-construction conference and job walk will be scheduled at time of bid award. No work will be allowed to take place prior to a written Notice to Proceed.
- C. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing to the Owner's Representative within 48 hours of the cause of the delay. Weather days shall be documented each day by calling the Project Manager to obtain an agreement of weather day conditions on the day of weather event. Delays due to permits, if submitted in a timely manner, will be allowable as additional days to the contract.

#### SC4 INCIDENTAL WORK

Work not specifically called out, but which is necessary to complete the work required under this contract, shall be considered incidental and a part of this contract and shall be performed by the contractor at no additional cost. Incidental items shall include but not be limited to, project coordination, dust control, traffic control, barricades, clean-up and restoration of any disturbed areas outside the construction limits. Restoration shall include fine grading, reseeding, and mulching. Restoration within the limits shown in the plans will be paid for as Seeding (AC).

#### SC5 SITE ACCESS / DISTURBANCE

- A. The contractor shall use the existing trail / maintenance road, or the proposed trail alignment for the transport of materials and equipment during construction. The creation of additional parallel access routes will not be allowed. Disturbance of currently undisturbed areas, unless part of the new trail alignment, must be avoided. Any area disturbed outside of the finished trail tread must be restored to preconstruction conditions at no additional cost to the project.

#### SC6 CONSTRUCTION LIMITS

Construction will be limited at all times to the Construction Limits as designated on the plans. Adjustments to the Construction Limits must be made in writing to the Project Manager indicating where modifications are needed. Storage of materials on site is to be determined by Contractor with Owner approval prior to work commencement. See section SC 9.

#### SC7 FEES AND PERMITS

- A. The Contractor and any necessary subcontractors will be required to have or obtain a current CID License, which will be obtained at his expense and will not be paid for separately. Santa Fe County Open Space and Trails Program have obtained the development permit.
- B. The Contractor is responsible for obtaining a work permit from NMDOT in order to work within the NMDOT ROW.
- C. A Storm Water Pollution Prevention Plan (SWPPP) is to be applied for by the contractor using the relevant construction plans – or approved revisions to the relevant construction plans as part of that application. Application fees are to be paid for by the contractor.

A copy of the permit is required prior to project mobilization. The contractor is required to conduct SWPP bi-weekly and storm event inspections using certified Storm Water Management construction inspectors and keeping a full record of all inspections on-site for County review upon request. A copy of the SWPP inspector's certification is required prior to project commencement. Close out of the permit is the responsibility of the contractor – the County will not assume responsibility of permit requirements. A copy of the closed permit is needed prior to Final Acceptance of the project. The contractor shall provide an Erosion Control Supervisor (ECS) to assure compliance with the Permit.

- D. The Contractor shall obtain all other necessary permits required to complete the contract.

#### SC8 WORK HOURS

Work shall be limited to the hours between 7:00 a.m. and 6:00 p.m. on weekdays. No work shall be allowed on Saturdays, Sundays, or the holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day. Exceptions to the Saturday workday may be granted, if determined necessary by the Project Manager, upon a formal request in writing from the contractor.

#### SC9 ACCESS TO THE SITE

Construction access to the site is from Carson Valley Way, Rancho Viejo Blvd, the Fire Station Trailhead, Via, Orilla Dorado or Richards Avenue. No other project access points will be provided by Santa Fe County. Other construction easements desired by the contractor (if any) are the responsibility of the contractor to obtain.

Other construction easements desired by the contractor are the responsibility of the contractor to obtain. Provide written verification of the construction access / staging allowed on private property to the Project Manager.

#### SC10 STAGING AND STORAGE SITES

The Contractor may stage and store materials at the Rancho Viejo Trailhead.

For all storage sites for materials and equipment proposed and used by the Contractor, the Contractor shall be responsible for the following:

- A. Keeping stockpiles and equipment confined within areas designated to be disturbed as shown in the plans. An agreement as to storage area size and location to be made between Owner and Contractor prior to work. Minimizing the size of the storage area is preferred.
- B. Providing security for his material and equipment and for public safety at the site.

- C. Restoring the site to its original or better condition as determined by the Project Manager.
- D. Containment of storage site per SWPPP requirements.

#### SC11 USE OF STREETS BY TRUCKS AND COMMERCIAL VEHICLES

The Contractor shall comply with the all Santa Fe County ordinances with regard to Truck Routes and overweight vehicles.

#### SC12 SWEEPING AND CLEANING DURING CONSTRUCTION

- A. The Contractor will be responsible for the daily removal of mud and construction debris whether caused directly by the Contractor's construction operation, or that of his subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, parking lots, sidewalks and bike paths within or adjacent to the project area. This will be rigidly enforced. The removal of dirt or debris from any concrete surface with metal edged blades is not allowed.
- B. The Contractor will be responsible for any damage caused due to his maintenance and/or cleaning operations.
- C. No separate payment will be made for this work and all costs in connection therewith shall be considered incidental to the contract.
- D. The Contractor will be responsible for end of week cleaning and securing of all materials prior to leaving the construction site.

#### SC13 PROTECTION OF CONSTRUCTION

- A. The Contractor shall be responsible for making a reasonable effort to protect the work from vandalism. The Contractor shall be responsible for barricading the work in a manner, which will protect it from vehicular and pedestrian traffic when necessary.
- B. The Contractor shall bring any significant vandalism to the attention of the Project Manager.
- C. Construction activities to be evaluated for potential safety hazards and vandalism at the end of each week and prior to Holidays and be secured appropriately.

#### SC14 WATER FOR CONSTRUCTION

- A. The Contractor must supply water for construction. Water may be purchased at the new 24-hour Automated Bulk Water Dispensing Facility “Ojo de Agua” Convenience Center located at 13- B Camino Justica (SFC Public Safety Complex).

#### SC15 HEAVY CONSTRUCTION ON SURFACES WHERE VEGETATION OR OTHER DISTURBANCE MUST BE MINIMIZED

- A. Minimize disruption to only those areas necessary for completion of construction or existing disturbed areas that are intended to be restored. Maintain access in and out on areas scheduled for the future trail, existing maintenance road to remain or to be restored.
- B. No damage to asphalt, concrete or crusher fines paved surfaces due to heavy equipment or other construction work is to be allowed. Repair to those surfaces if damage does occur shall be done at the contractor's own expense.

#### SC16 CLEANING OF CONCRETE TRUCKS

The cleaning of concrete trucks or site mixing equipment within the project limits is to be strictly limited to the proposed designated areas. All concrete wash is to be removed prior to final grading – complete off-site disposal of contaminants is required. A single concrete wash out area is to be designated on the site, plastic lined and enclosed by straw bales and signed for ease of identification, or portable wash eco-pans shall be used if several locations are desired. No concrete wash is to contaminate any other areas including landscape areas, ground water or wetland areas at any time. No burial is allowed.

#### SC17 GEOTECHNICAL INVESTIGATION

A geo-technical investigation has been completed for this project. The report is provided as part of these Contract Documents for informational purposes as Attachment 1.

#### SC18 INSPECTIONS

Santa Fe County Project Manager, consultants, County personnel, as appropriate, shall observe work during construction. All inspection work is to be coordinated through the Project Manager. Questions or problems should be directed to the Project Manager, who will be responsible for contacting the appropriate personnel, unless specifically directed otherwise. Directions from individuals other than the designated Project Managers should not be considered final, and no additional payment will be allowed, unless verified and allowed by the Project Manager.

## SC19 EXISTING CONDITIONS

Some utilities exist within the project limits and are to be protected. Protection of existing utility services, piping, sleeving and other equipment shall be the responsibility of the Contractor upon project commencement.

## SC20 - TEMPORARY POWER / FACILITIES

Temporary power is not available at the site. Providing a generator for this purpose will be the responsibility of the Contractor.

## SC21 MATERIAL TESTING

The Contractor shall be responsible for scheduling all testing directly with the testing lab. See Technical Specifications for additional information.

## SC22 SURVEY

All project survey including construction staking, verifying existing grades, re-staking as needed, verification for as-built drawing requirements, slope, layout and other survey information necessary to complete the project as designed, shall be the responsibility of the Contractor and will be included in the Lump Sum payment for Construction Staking.

## SC23 INSURANCE

Refer to Instructions to Bidders, Paragraph 38. See Notice to Contractors for further information on Railroad Protective Liability Insurance.

## SC24 LIQUIDATED DAMAGES

Liquidated damages will be assessed on this project if the contractor is not substantially complete with the project within the specified contract time. Two thousand dollars (\$2,000) per calendar day will be assessed for delays that have not been approved through a time change order to the contract.

## SC 25 PROJECT SCHEDULE

A critical path method (CPM) project schedule is required from the contractor at the time of the pre-construction meeting. Monthly updates to the schedule (at a minimum) are required.



#### SC 26 PROJECT MAINTENANCE

The County will assume maintenance of the project upon Construction Acceptance except as noted in Seeding specification, in which case the Contractor will continue maintenance until Final Acceptance.

#### SC 27 CONTRACTOR QUALIFICATIONS

Contractors are to be fully qualified for work requested under this bid.

#### SC 28 MATERIAL SUBSTITUTES

The Bidder may substitute and include in his bid price a material or product other than those specified by name or brand, provided that requests are submitted and accepted in writing by the Project Manager prior to the bid, per the Bidders' information. Adequate time must be given to allow for complete review of substitutions. No requests shall be made when later than the date noted in the Invitation to Bid. When substitutions require no price adjustment, requests may be made within 30 days of contract execution. Full information on requested substitute must be provided to allow for a direct comparison between products.

## STANDARD SPECIFICATIONS

The construction of this project will be in accordance with the New Mexico Department of Transportation (NMDOT) Standard Specifications and Special Provisions to 2019 NMDOT Standard Specifications for Highway and Bridge Construction 2019 Edition, except as otherwise specified herein or in the contract.

Where a conflict occurs between NMDOT Standard Specifications, Special Provisions to 2019 NMDOT Standard Specifications, Special Provisions and Santa Fe County's Instructions to Bidders and the Sample Agreement, the County's Instructions to Bidders, Special Provisions, Special Provisions to 2019 NMDOT Standard Specifications and Sample Agreement shall prevail.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Special Provisions to 2019 NMDOT Standard Specifications shall be interpreted using the following list. References listed to the right are to replace those on the left where those on the left appear in the text.

<u>REFERENCE:</u>	<u>REPLACE WITH:</u>
Commission, Department, District, District Engineer, The State Highway Commission or Department Cabinet Secretary or Secretary	Santa Fe County except where such reference is to rules, codes, or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation
Department Engineer	Santa Fe County or its Designated Representative Santa Fe County acting through his duly authorized representative who is normally the Project Engineer, Project Manager or Consulting Engineer
Project Manager	The individual designated by the Engineer who is responsible for observing construction and the administration of the project
State	County or Owner

**SPECIAL PROVISIONS  
TO NMDOT 2019 STANDARD SPECIFICATIONS**

The following revisions and/or additions to the Technical Specifications of the Standard Specifications are hereby made a part of the Contract Document.

Supplemental Technical Specifications to Standard Specifications:

<b>Section</b>	<b>Description</b>	<b>Page</b>
541-A	Prefab Pedestrian Bridge	1-4
632	Seeding	5
667a	Gravity Wall	6-8
667b	Rubble Masonry Veneer	9-12
701	Traffic Signs and Sign Structures	13-21

**SECTION 541-A**  
**PREFAB PEDESTRIAN BRIDGE**

Section 541-A is intended to supplement Standard Specification Section 541

**541-A.1 DESCRIPTION**

**541-A.1.1 General**

These specifications are for fully engineered clear span bridges of welded steel construction, and shall be regarded as minimum standards for design and construction. A minimum of five (5) years of experience in design and fabrication of pedestrian bridges is required of the bridge supplier. The specific type bridge required will be a modified pony truss bridge with a minimum of one diagonal per panel, with concrete decking. Due to possible variations in member sizing and configuration, bridge span, for the purposes of this project, shall mean the distance from outside to outside of the end vertical members. Nominal width shall represent the clear passage width between the handrails.

**541-A.1.2 Design Requirements**

Prefabricated bridges shall be designed and fabricated in accordance with the American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications for Pedestrian Bridges, 2009 or latest edition (The AASHTO Code). Design loads shall include considerations for vehicles and equestrian.

Bridges shall be cambered to offset full dead load deflections, but shall not cause the longitudinal slope of the bridge deck to exceed ADA standards.

Bridges shall be designed to accommodate a temperature differential of 100 degrees F. Slip pads of Ultra High Molecular Weight (UHMW) polyethylene or other approved material shall be placed between the smooth surface of the setting plate and the smooth bearing plate of the bridge. At least 1" clearance shall be provided between the bridge and concrete abutment at the expansion end of each bridge, as required for anticipated thermal expansion and contraction due to seasonal temperature variations. Cover plates, or an engineer approved watertight expansion joint seal, shall be provided to cover the expansion gap, as indicated on the plans.

**541-A.1.3 Manufacturers / Suppliers**

The following list are acceptable bridge manufacturers, however the Contractor may propose an approved equivalent supplier:

1. Contech Engineering Solutions
2. Big R Bridge
3. Anderson Bridges

**SECTION 541-A  
PREFAB PEDESTRIAN BRIDGE**

**541-A.2 MATERIALS**

**541-A.2.1 Material Thickness.**

All structural members shall have a minimum steel thickness of at least 3/16" for angle stock, 1/8" for tubular or non-structural components, and ¼" for closed structural tubular members..

**541-A.2.2 Steel**

Unpainted WEATHERING STEEL bridges shall be fabricated from ASTM A242 or ASTM A588 steel for plates and structural shapes and ASTM A606 or ASTM 500 for tubular sections. Minimum yield (Fy) shall be greater than 50,000 psi. Materials shall be provided in accordance with the Buy America requirements.

**541-A.2.3 Anchor Bolts**

All anchor bolts and nuts shall conform to the requirements of ASTM A 307, Grade A, Carbon Steel Bolts and Studs, and shall be galvanized in accordance with the requirements of ASTM A 153. Each anchor bolt shall be provided with two nuts for jamming.

**541-A.2.4 Deck**

Decking shall be minimum 22 gauge galvanized steel "form deck" to receive six inch High Performance Concrete (HPD) (Colored).

**541-A.3 CONSTRUCTION REQUIREMENTS**

**541-A.3.1 General Requirements**

Workmanship, fabrication, and shop connections shall be in accordance with AASHTO Standard Specifications for Pedestrian Bridges (latest edition). Bridges shall be manufactured by a company whose primary business is the engineering and fabrication of such bridges, or similar structures.

**541-A.3.2 Submittals**

At least thirty (30) calendar days prior to the start of fabrication, the Contractor shall submit three (3) sets of complete design calculations, shop drawings, and construction details sealed by a New Mexico Professional Engineer, including installation instructions for pre-engineered, pony truss bridges and Buy America certifications.

**SECTION 541-A  
PREFAB PEDESTRIAN BRIDGE**

After review of the drawings and calculations, the Project Engineer shall return one (1) set, with notations, to the fabricator. The fabricator shall then make appropriate changes and corrections

and resubmit four (4) sets of calculations and drawings to the Project Engineer for final review. Fourteen (14) calendar days shall be allowed for the Project Engineer to review of any resubmittals.

No fabrication shall be done until the Contractor has received written notification stating that the Department has approved the shop drawings.

**541-A.3.3 Fabrication Inspection**

Manufacturer shall allow fabrication inspection if desired by owner. Fabrication inspection may be conducted by owner, owner's consultant, or NMDOT.

**541-A.3.4 Welding**

Welding materials shall be in strict accordance with the American Welding Society (AWS) Structural welding code, D1.1. Welders will be certified in accordance with AWS D1.1.

**541-A.3.5 Splices**

Field splices shall be bolted with High Strength ASTM A325 or ASTM A490 bolts; Type 3 bolts are required for weathering steel bridges.

**541-A.3.6 Vertical Element Orientation**

All vertical structural elements shall be plumb, including those for bridges having a difference in bearing elevations.

**541-A.3.7 Weep Holes**

½ inch diameter weep holes shall be drilled (flame cut holes will not be allowed) at all low points of all steel tubing members as oriented in the in-place, completed structure. In members that are level, cambered or flat, a total of two weep holes shall be drilled, one at each end. Weep holes and their locations shall be shown on the Shop Drawings.

**541-A.3.7 Toe Plates**

Toe plates shall be attached to vertical structural members and shall take the form of a 5" (min.) steel channel located with a 2" opening above the floor deck. Bottom support frame of infill panels (if provided) may replace toe plates, if continuous and flush with inside face of truss verticals.

**SECTION 541-A  
PREFAB PEDESTRIAN BRIDGE**

**541-A.3.8 Finishes**

All steel shall be sand blasted in accordance with the Steel Structures Painting Council" (SSPC) Surface Preparation Specification No. 6 "Commercial Blast Cleaning.

**541-A.3.9 Field Construction**

The substructure shall be constructed in accordance with the details shown in the plans and the pedestrian bridge shop drawings. Before construction begins on the substructure, the Contractor shall determine the anchor bolt requirements and substructure dimensions needed to properly erect the structure which will be provided. The Engineer shall be provided with two copies of detail sheets delineating these requirements before work begins.

**541-A.4 METHOD OF MEASUREMENT – Reserved**

**541-A.5 BASIS OF PAYMENT**

Pre-engineered bridges will be paid for at the contract unit bid price per each bridge installed in place, complete with all decking, concrete, steel reinforcing, anchor bolts, and railings. Bid item, description, and pay unit for this work shall be as follows:

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Pay Unit</u></b>
541405	PREFAB PEDESTRIAN BRIDGE	LS

**SECTION 632**  
**SEEDING**

**632.2.1 Seed.** Add the following to this section.

The seed mix shall be a mixture of the Dryland Blend (30 lbs per acre) and the High Plains Mix (3 lbs per acre), available from Plants of the Southwest ([www.plantsofthesouthwest.com](http://www.plantsofthesouthwest.com)) or approved equals. The seed mixtures shall be blended at the nursery.

Contractor shall furnish certification showing origin of all seed and pure live seed (P.L.S.) content as determined by a certified authority. Pure live seed shall be the product of percent purity times percent germination. Each bag of seed shall be tagged and sealed by the seed dealer in accordance with the State Department of Agriculture or other local certification authority within the state of origin. The tag or label shall indicate analysis of seed and date of analysis, which shall not be more than 9 months prior to delivery date. Seed may be premixed by the seed dealer and appropriate data indicated on the bag label for each variety.



## **SECTION 667a GRAVITY WALL**

The following Section shall be added:

### **667a.1 DESCRIPTION**

This work will consist of furnishing and placing rock gravity walls in accordance with these Specifications and in conformity with the lines, grades, and dimensions as shown on the Plans or as established. The material for the rock and grout used and the construction of these walls shall be as specified herein.

The firm producing the gravity wall work of this section shall have 5 years experience in work of similar scope and nature to that specified. The proposed contractor must provide a minimum of 3 examples of similar work which are accessible to the owner for inspection.

### **667a.2 MATERIALS**

Materials shall meet the following requirements:

- (a) **Rock.** The rock used for the construction of the gravity walls shall be locally available Moss Block Rock, generally reddish in color.
  - 1. Rock Retaining Walls, and Culvert Headwalls: The rocks for the construction of the Gravity Walls shall be well graded and vary in size from 6 inches to 24 inches. Control of gradation will be by visual inspection. However in the event the Project Manager determines rock to be unacceptable, the Project Manager will pick two (2) random truckloads to be dumped and checked for gradation. The Contractor at no additional cost shall provide mechanical equipment and labor needed to assist in checking gradation to the Owner.
- (b) **Grout.** *Provide Portland cement, aggregates and water for grout in accordance with Section 509.*

### **667a.3 CONSTRUCTION REQUIREMENTS**

Construction Requirements for Gravity Walls shall be as follows:

- 1. The rock for the Gravity Walls shall be placed tightly, without obvious grout on the outside face of the rock wall. Rocks should be hand shaped as needed to provide a maximum gap between rocks of 1/2 inch. All exposed rocks in the final wall configuration must have at least have the dimension of one side greater than 8 inches and no side less than 4 inches. Chinking gaps with small rocks (under 4 inches) will not be allowed.
- 2. Subgrade under walls shall be compacted to 95% of maximum density determined in accordance with AASHTO T180, with a minimum bearing capacity of 2000 psf.

**SECTION 667a  
GRAVITY WALL**

1. The rock walls shall be constructed to the dimensions and in the locations shown on the drawings. The walls shall be constructed with a 1 horizontal to 4 vertical batter on the front and back face, with a minimum width of 1 foot at the top of the wall.
2. The stone for the wall shall be laid to form substantial masonry presenting a neat, finished appearance. Headers shall hold the heart of the wall to the face. Headers shall occupy at least 20% of the area and they shall be evenly distributed. The length of stretchers shall not exceed three times their rise. Face stones shall be laid to break joint so that each rock laid rests on two beneath it. Spalls and pinnars will not be allowed in the face and shall be used in the backing only where necessary.
3. Joints between rocks shall be staggered. There shall be no continuous vertical or horizontal seams.
4. All face stones shall be pitched to a string line on straight walls or laid to batter stakes for curved walls. The batter shall be consistent with respect to all parts of the wall and shall meet the minimum requirements set forth in the detail. The degree of roughness on the exposed face shall be measured with a six-foot straight edge supported between adjacent projections on the stone face. Variations in the face in excess of 2 inches, measured from the straight edge to the extreme depression in the stone will not be permitted. Rear faces shall present approximately plane surfaces and shall in general conform to the detail.
5. The top course of rock shall be grouted in place.
6. Prior to placing the grout, any type of debris, fines, smaller rock or silt shall be removed from around the rocks. Dewatering shall be implemented to guarantee that the grout will not be placed in water and the area will remain dewatered for a period of ten (10) hours after the grout has been placed. The surface of the rocks receiving grout shall be wet at all times prior to receiving grout.
7. Clean and wash any spillage before the grout sets on the outside face and top of walls. The visual surfaces of the rocks will be free of grout to provide a clean natural appearance. If washing does not clean off grout residue, the Contractor shall wash off any grout residue with muratic acid and water, using a brush to scrub off the residue.
8. The underdrain system, as shown on the drawings, will not be paid for separately but is included in the work.
9. Examine the substrates, adjoining construction and the conditions under which the work is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected.
10. Verify dimensions before proceeding with the work. Obtain field measurements for work required to be accurately fitted to other construction. Be responsible for the accuracy of such measurements and precise fitting and assembly of finished work.

**SECTION 667a  
GRAVITY WALL**

11. Job Mock-up: Prior to the construction of any rock walls, the Contractor, or Subcontractor who is constructing the walls for the Contractor, shall show the Project Manager, an example of similar rock walls that they had constructed previously. After acceptance of this previous work, the Contractor or Subcontractor shall construct approximately 40 square feet of rock wall as shown on the drawings for approval by the Project Manager. If the construction is approved, the Contractor or Subcontractor shall construct the remainder of the rock walls as approved. If the construction is not approved, the Contractor shall make any changes required by the Owner and Engineer to obtain approval, and construct the remainder of the walls as approved.

**667a.4 METHOD OF MEASUREMENT**

Gravity Walls will be measured by the actual square foot of vertical face installed.

**667a.5 BASIS OF PAYMENT**

The unit price of Gravity Wall shall be compensation for complete installation including but not limited to subgrade compaction, water, structure excavation and backfill, rock, grout, construction dewatering, delivery and installation.

Grout hot and cold weather operations shall be performed in accordance with Section 511 of the Standard Specifications. Hot and cold weather concreting will not be paid for separately, but shall be included in the work.

Payment will be made under:

**Pay Item**

**Pay Unit**

Gravity Wall

Square Foot

**SECTION 667b**  
**RUBBLE MASONRY VENEER**

The following Section shall be added:

**667b.1 DESCRIPTION**

This work will consist of furnishing and placing Rubble Masonry Veneer laid in random courses in mortar on pedestrian bridge abutments in accordance with these Specifications and in conformity with the lines, grades, and dimensions as shown on the Plans or as established. The material for the rock and mortar used and the construction of the veneer shall be as specified herein.

The firm producing the Rubble Masonry Veneer of this section shall have 5 years experience in work of similar scope and nature to that specified. The proposed contractor must provide a minimum of 3 examples of similar work which are accessible to the owner for inspection.

**667b.2 MATERIALS**

Materials shall meet the following requirements:

- (a) **Rock.** The rock used for the construction of the Rubble Masonry Veneer shall be locally available rounded river cobble, 6 inch maximum dimension.
- (b) **Mortar.** Masonry mortar shall be Type S conforming to ASTM C270

**667b.3 CONSTRUCTION REQUIREMENTS**

Construction Requirements for Rubble Masonry Veneer shall be as follows:

**Facing of Concrete - Concrete placed before stone.**

1. Set galvanized metal anchor slots flush with the projected face of concrete. Set the slots vertically at maximum horizontal spacings of 8 inches. Use foam filled slots to prevent filling with concrete.
2. Fit the metal anchors in the slots at a maximum vertical spacing of 24 inches. Extend the anchors to within 2 inches of the face of the stones.
3. If the shape of the concrete face is unsuitable for the use of metal slots, use 9 gage galvanized iron wire ties at a rate of six ties for each square yard of exposed surface.
4. Keep the concrete face continuously wet for 2 hours preceding the placing of the stone and fill interstices with mortar or with spalls surrounded by mortar.

**SECTION 667b**  
**RUBBLE MASONRY VENEER**

**Placing Stones.**

1. Submit stone samples representing the range of colors and sizes to be used 14 days before beginning work. Masonry stone may be required to be selected at the source prior to shipment to the project site at the request of the Project Manager. Keep an adequate inventory of stone on the site to provide a variety of stones. Mix new stone with existing stone to produce a uniform pattern and color.
2. Clean stones and moisten before placing. Use hand tools to clean the exposed faces of the stones of mortar when removing and resetting stone masonry. Clean and moisten the bed. Clean the bearing surface and moisten before spreading the mortar bed on footings.
3. Place stone to provide a consistent pattern. Lay stones with the longest face horizontal and the exposed face parallel to the masonry face.
4. Place stones to provide maximum 1 ½” mortar joint width. Construct head joints in other masonry classes at angles with the vertical from 0 to 45 degrees.
5. Furnish a variety in the size of stones; as a general rule not over 10 percent will be of equal dimensions. Provide a variety in the spacing of the various sized stones. Do not stack, serpentine, rosette, cluster, set in a linear pattern, nest, or bunch groups of similar sized stones.
6. Maintain completed masonry at a temperature above 40 °F (4 °C) for 24 hours after construction.
7. Remove stones loosened after the mortar has taken initial set, clean off the mortar, and relay the stone with fresh mortar.
8. Thoroughly clean and wet all stone immediately before being set, and clean and moisten the bed which is to receive the stone before the mortar is spread. Keep the stone free from dirt, oil or any other deleterious material, which may prevent the proper adhesion of the mortar or detract from the appearance of the exposed surface. Lay stones in full beds of mortar, ensure the other joints for each stone are flushed with mortar. The owners representative may direct the lifting and resetting of stones to assure proper bedding.
9. Provide wider joints generally adjacent to larger stones and narrow joints generally adjacent to smaller stones.

**SECTION 667b  
RUBBLE MASONRY VENEER**

**Pointing.**

1. Rake top surface joints to a depth of 1/4 inch maximum with a concave tooled finish. Rake all other joints and beds to a depth of between 1/2 inch and 3/4 inch with a flat (square) tooled finish. After tooling, rub the joints with a stiff broom to remove sheen. Immediately after being laid, and while the mortar is fresh, thoroughly clean all stone of mortar stain using fiber brushes and mild alkaline abrasive cleaner containing no caustic or harsh filler; begin at the top and work down. Leave stones clean and free of mortar stains or traces of cleaning compound.
2. Clean excess mortar and stain from stone masonry using a bristle brush after the mortar has dried, but before the initial set. Do not use chemicals for cleaning. Protect masonry during hot or dry weather by keeping it moist for at least 3 days after the work is completed.

**Sample Sections.**

1. Construct one Rubble Masonry Veneer Column at a location designated by the Project Manager. The approved sample locations will be incorporated into project delivery. Construct the samples with per plan typical details. Construct the samples using the same materials and methods that will be used for production work. Show the size and finish of stones, method of turning corners, pattern of stone work, stonework treatment at wall ends, finish of joints, and general requirements of the finished work.
2. The Project Manager will review the samples with the Contractor and determine at this review if the samples are approved. Do not begin production of any stone masonry work prior to approval of the samples. If the sample is unacceptable, remove and reconstruct the unacceptable section until the project manager, determines that an acceptable section has been constructed. Review of the new sections will follow the above stated process and time requirements of the initial sections. No additional compensation will be provided for removal of unacceptable sample sections or construction of subsequent sample sections. The approved sample section will become the quality and aesthetic standard for all Rubble Masonry Veneer constructed on this project and may supersede the criteria established in this section.

**667b.4 METHOD OF MEASUREMENT**

Rubble Masonry Veneer will not be measured but shall be include in the lump sum item Landscape Complete.

**SECTION 667b  
RUBBLE MASONRY VENEER**

**667b.5 BASIS OF PAYMENT**

Hot and cold weather operations shall be performed in accordance with Section 511 of the Standard Specifications. Hot and cold weather concreting will not be paid for separately, but shall be included in the work.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Landscape Complete	LS

## **SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES**

### **701.1 DESCRIPTION**

This Work consists of providing and installing trail signs in accordance with the *MUTCD*.

### **701.2 MATERIALS**

#### **701.2.1 General**

Provide Materials manufactured in accordance with the requirements of ASTM D 4956, current version.

#### **701.2.2 Sign Components**

##### **701.2.2.1 Retroreflective Sheeting**

Use retroreflective sheeting Scotchlite TM Sheeting 680 -10 or approved substitute from the Department's *Approved Products List*. Provide certification that sheeting is in accordance with ASTM D 4956, current version. Provide sheeting that has a smooth, flat exterior film with retroreflective elements homogeneous in appearance, weather resistant, and with a protected, pre-coated adhesive backing.

##### **701.2.2.2 Vinyl Film**

Use vinyl film premium grade film for exterior applications. Submit certification that sheeting is in accordance with ASTM D 4956, current version. Provide sheeting that has a smooth, flat exterior film homogeneous in appearance, weather resistant, and with a protected, pre-coated adhesive backing.

##### **701.2.2.3 Color**

Use a sign face color in accordance with ASTM D 4956, current version, and as per sign details.

##### **701.2.2.4 Aluminum Panel Signs**

Use 0.08 in minimum thickness 6061-T6 or 5052-H38 aluminum alloy for signs 24 in wide or less. Use 1/8 in minimum thickness 6061-T6 or 5052-H38 aluminum alloy for signs wider than 24 in.

Provide aluminum panel signs with smooth edges and corners.

##### **701.2.2.5 Aluminum Composite Panel Signs**

Use 3-millimeter thick minimum rigid aluminum composite panel of a thermoplastic core sandwiched between two aluminum sheets formed in a continuous process with no applied glues or adhesives; dibond or approved equal.

Provide aluminum composite panel signs with smooth edges and corners.



## SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

### 701.2.2.6 Steel Panel Signs

Use 0.125 in minimum thickness steel panel Hot Roll A606/A588A "Weathering Steel" (COR-TEN Equivalent) for weathered steel panels. Graphics to be waterjet-cut into steel plate, or as designated per drawings. Mount to frame with hidden pins or pre-threaded stud mounts.

Use 0.0625 in minimum thickness steel panel for colored back panel sign components. The flatness tolerance for an installed panel is 1/32 inch per foot of length and 0.004 inch per inch of width.

Provide steel panel signs with smooth edges and corners.

### 701.2.2.7 Corners

For exposed edge sign panels (those not placed in frames), cut corner radii in accordance with the FHWA Standard Highway Signs manual.

### 701.2.2.8 Aluminum Sign Substrate

Prepare aluminum sign substrate for retroreflective or vinyl sheeting as specified by the sheeting material manufacturer. Apply sheeting, legend, and clear coat in accordance with the manufacturer's recommendations. Keep a copy of the manufacturer's recommendations on file as specified in Section 701.2.1.1, "Sign Manufacturer's Quality Control." Drill a hole in the aluminum sign panel to receive tamper proof hardware. Remove or file burs from drilling holes in the material.

### 701.2.3.1 Digitally Printed Signs

Signs manufactured using digital printing process with a protective overlay film to produce all or part of the image shall conform to all other requirements of Section 701.

For panel signs, all or part of the image shall be printed on the required sheeting which then shall be laminated to the aluminum sign panel.

### 701.2.3.2 Outdoor Weathering of Digitally Printed Signs

Inks applied using digital printing processes with a protective overlay film shall produce standard colors to match designated project color specifications and have outdoor weathering properties equal to that of the base reflective sheeting. Additional UV protection coatings shall be applied as per drawings.

### 701.2.4.1 Steel Posts / Frame Components

Provide Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A572M, 42,000-psi (290-MPa) minimum yield strength.

For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

## SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

Install posts in accordance with NCHRP Report 350 criteria for single and multiple-post installations, and as per recommendations of the Structural Engineer according to withstand area wind loads. Supply Certificates of Compliance to the Project Manager.

### **701.2.4.2 Wood Posts**

Provide Western Red Cedar wood posts, rough sawn four sides, grade C + Better Clear with smooth surfaced tops.

### **701.2.4.3 Post Assembly Hardware**

Weld steel frame components and grind welds smooth.

Use post assembly hardware not visible from view that is:

1. Hot dipped galvanized or cadmium plated in accordance with ASTM B766-86;
2. Stainless steel; or
3. Mechanically galvanized in accordance with ASTM B545 (Class Fe/Sn 20).

### **701.2.4.4 Fasteners**

Use size M8 tamper-proof carriage bolts to attach signs in locations where visible mounting is called for that are:

1. Hot dipped galvanized, or cadmium plated in accordance with ASTM B766-86;
2. Stainless steel; or
3. Mechanically galvanized in accordance with ASTM B 545 (Class Fe/Sn 20).

The Contractor may use rivets to attach signs. Follow manufacturer's recommendations for installation procedures.

Use size M8 tamper-proof nuts fabricated from C 1008 hot rolled steel, case hardened to R55-60, and plated with zinc yellow dichromate, from 0.002 in to 0.005 in thick.

## **701.2.5 Fabrication**

### **701.2.5.1 Material Submittals & Review**

Submit color and finish samples of each type of material used on signs for approval before fabrication.

1. Supply actual materials in the colors which will be used for the Work for review. Minimum size shall be 6" x 6", unless larger or smaller sizes are applicable to the material that the sample represents.

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2. Submit two (2) of each sample. One sample will be returned to the Contractor. Contractor shall keep samples on file at the site to be used as control references for judging acceptability of the Work.

**701.2.5.2 Shop Drawing Submittals & Review**

Submit detailed sign shop drawings for approval before fabrication.

The Project Manager will review sign shop drawings. Do not erect the signs until obtaining approval. Prepare accurately and of sufficient scale to show all aspects of the item or assembly including its method of attachment and relationship to adjoining Work. Shop Drawings are to be specifically prepared for the Work and shall not be reproductions of the Contract Documents. Submittals prepared from a reproduction of the Contract Documents will be returned without action. Shop Drawings may show minor variations from Contract Documents due to standard shop practice, field conditions or for other reasons which do not affect the Contract amount. If artwork is provided on disk, must be in Macintosh format in either Adobe Illustrator or PDF format.

1. Indicate materials, dimensions, thicknesses, connections, weights, clearances, and all other pertinent data and information.
2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Provide message list, typestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
4. For sign types requiring interior reinforcement, show internal structure, mounting poles and base details.
5. For sign types requiring electrical connections, indicate power, signal and control wiring details.
6. Do not make changes in visual elements without Designer's prior review and written approval.
7. Should the Fabricator find ambiguities, inconsistencies or errors in the Drawings or Specifications, or should they be in doubt as to their meaning, the Designer shall be notified at once, in writing, so the designer may provide clarification.

**701.2.5.3 Graphics / Artwork Submittals & Review**

Submit graphics / artwork proofs for all sign types for approval before fabrication. Submit full-size artwork or high quality photocopies or prints of graphics / artwork. If copies are submitted, they shall be suitable for judging sharpness of art and alignment. If artwork is provided on disk, must be in Macintosh format in either Adobe Illustrator or PDF files.

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TRAIL SIGNS AND SIGN STRUCTURES**

**701.2.5.4 Product Data Submittals & Review**

Submit original manufacturer's Product Data including brochures or standard catalog items. Clearly indicate item or model, space requirements, weights, sizes, dimensions, performance characteristics, capacities, wiring diagrams, controls, accessories and other pertinent data.

**701.2.5.5 General Fabrication Requirements**

Work shall be assembled in the shop, insofar as practicable, ready for installation at the site. Work that cannot be shop assembled shall be given a trial fit in the shop to ensure proper field assembly.

1. Holes for bolts and screws shall be drilled or punched. Drilling and punching shall produce clean, true lines and surfaces.
2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
3. Weld to or on structural steel in accordance with AWS D1.1. Welding shall be continuous along the entire area of contact. Exposed welds shall be ground smooth.
4. Exposed surfaces of work shall have a smooth finish and exposed riveting shall be flush.
5. Fastenings shall be concealed where practicable, otherwise locate fasteners where they will be inconspicuous.
6. Items specified to be galvanized shall be by hot dip process after fabrication if practicable. Galvanization shall be in accordance with ASTM A 123 and ASTM A 525, as applicable. Joints exposed to the weather shall be formed to exclude water.
7. Drainage and weep holes shall be included as required to prevent condensation buildup.

Provide signs as indicated in Sign Schedule. Fabricate in accordance with reviewed Shop Drawings. Signs and components shall be complete and free from visual and mechanical defects.

Letter and sign fabrication shall be a complete system including stiffeners, fasteners, welding, sealants, jointing, miscellaneous pieces and material thickness. Connections, angles, shapes and details shown are diagrammatic in nature and are to be sized, reinforced and detailed by fabricator.

No fabrication materials or procedures shall be used that will in any way change visual quality or in any manner have an adverse effect on existing materials or surfaces.

In fabrication of metal pans in sign structures or individual letters "oil canning" surface appearance will not be acceptable.

**SECTION 701  
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Prime concealed aluminum surfaces in contact with masonry, concrete or plaster with even coat of alkali resistant asphaltum base paint.

Aluminum Panel Fabrication: Fabricate sign panels as detailed, minimum .080 thickness unless noted otherwise, with corners neatly formed, edges smooth and free of sharp or other injurious surface. Exterior edges are to appear seamless and have continuous welds.

Grind welds smooth and fill prior to priming and finish painting. Sand exposed surfaces smooth and chemically treat with alidine to seal aluminum. Shop prime surface per paint manufacturer's recommendation. Apply manufacturer's recommended thickness of polyurethane enamel.

Dissimilar Materials: Where dissimilar metals are in contact, or where aluminum is in contact with concrete, mortar, or absorptive materials subject to wetting, the surfaces shall be protected with a coat of asphalt varnish or a coat of zinc molybdate primer to prevent galvanic or corrosive action.

Shop Painting: Surfaces of miscellaneous metal work, except nonferrous metal, corrosion resisting steel, and zinc coated work, shall be given one coat of zinc molybdate primer, or an approved rust resisting treatment and metallic primer in accordance with manufacturer's standard practice. Do not paint surfaces of items to be embedded in concrete. Upon completion of work, thoroughly recoat all damaged surfaces.

**701.2.5.6 Welding**

Weld with correct type of weld to minimize permanent distortions of flat surfaces. Welding flux, oxides, and discoloration shall be removed by pickling or grinding, so that these areas match finish on adjacent areas. Any damage caused by fabrication must be repaired by grinding, polishing, or buffing. All welds to be ground smooth as possible.

**701.2.5.7 Fasteners**

On sign-face surface fastening of sign panels shall not be exposed unless noted in drawings. Signface surfaces shall not be penetrated during fabrication or installation of signs. Sign-face surfaces shall not be deformed, distorted or discolored by attachment of concealed fasteners. Use 300 Series non-magnetic stainless steel fasteners with finish of system if fasteners are visible. Provide cadmium plated steel or equivalent when fasteners are used for steel to steel and steel to masonry construction. Miscellaneous fastening devices, and internal components shall be of aluminum, stainless steel, or zinc plated steel in accordance with ASTM A-164.

1. Exposed fasteners to be painted to match surrounding surfaces.

Adhesives: In accordance with recommendations made by manufacturer of material to be laminated or adhered. Adhesives that fade, discolor, or delaminate as a result of ultraviolet light or heat shall not be used. Adhesives shall be of non-staining and non-yellowing quality. Visible joints shall be free from air bubbles and other defects.

## SECTION 701 TRAIL SIGNS AND SIGN STRUCTURES

1. Silicone Adhesives: Ready to use, high performance adhesive. General Electric GC 1200 sealant, translucent SCS 1201 or equal as recommended by manufacturer for bonding condition.

Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

### **701.2.5.8 Finishes General**

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

Aluminum Finishes:

1. Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.

Steel Finishes:

1. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
2. Exposed steel to allow to rust.
3. Powdercoat clear or apply Matthews Acrylic Polyurethane Clearcoat, matte finish. See drawings for weathered steel finish.

### **701.2.5.9 Fabrication Requirements for Contact Surfaces**

Use galvanized or stainless steel for surfaces in contact with aluminum.

Coat aluminum surfaces in contact with concrete or earth with an alkali resistant asphalt paint in accordance with manufacturers recommendation.

### **701.3.1 General Installation**

**SECTION 701  
TRAIL SIGNS AND SIGN STRUCTURES**

**701.3.2 Installation Requirements**

Compact sign Structure footing foundations and backfill to 95% of maximum density as determined by AASHTO T 99.

Set posts plumb. Ensure that the mounting faces of multiple sign posts lie in the same plane. Securely mount signage in accordance with manufacturer's recommendations and as indicated, set plumb, level and true to line, and at proper height, without warp or rack.

**701.3.3 Sign Installation**

Notify the Project Manager two weeks before placing all signs; the project manager will mark the sign locations in the field.

Inspect signs for evidence of damage at site prior to installation. Retain protective coverings intact and remove simultaneously from similarly finished items to preclude non-uniform oxidation and discoloration. Restore protective coverings which have been damaged during shipment or installation of Work. Remove protective coverings only when there is no possibility of damage.

Neatly repair minor blemishes or marring on finished surfaces so that repairs are imperceptible. Completely replace components having permanent non-removable scratches, stains, or other defacement.

Upon completion of the Work, remove unused materials, debris, containers and equipment from the project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacture.

**701.4 METHOD OF MEASUREMENT - Vacant**

**SECTION 701  
TRAIL SIGNS AND SIGN STRUCTURES**

**701.5 BASIS OF PAYMENT**

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Panels Signs	Square Foot
Steel Posts	Linear Foot
Vehicular Monument Sign	Each
Kiosk Sign – Primary	Each
Kiosk Sign – Secondary	Each
Orientation Map Sign	Each
Directional Sign – 1 Flag	Each
Directional Sign – 2 Flag	Each
Directional Sign – 3 Flag	Each
Marker Signs	Each

**701.5.1 Work Included in Payment**

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

- A. Hardware;
- B. Excavation, backfill, and compaction for sign installation and/or removal;
- C. All specialty trail signs will include both the sign panel(s) and the post(s).



**END OF REQUIRED DOCUMENTS  
FOR BID SUBMITTAL**

# PUBLIC WORKS PROJECT REQUIREMENTS

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

## Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

## General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Phone: 505-841-4400  
Fax: 505-841-4424



## **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

## **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

## **CONTACT INFORMATION**

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



**TYPE “A” – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING**

**Effective January 1, 2024**

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.89
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter/Lather	29.11	12.79
Carpenter- Los Alamos county	33.18	13.58
Cement Mason	19.34	7.41
Drywall Finisher/Taper	26.40	8.86
Glazier/Fabricator	21.75	7.10
Ironworker Journeyman	28.49	18.71
Probationary Ironworker	22.79	18.71
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	40.74	15.90
<b>Electricians- Outside Classifications: Zone 1</b>		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10
Cable Splicer	48.87	20.22
<b>Electricians-Outside Classifications: Zone 2</b>		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10

Cable Splicer	48.87	20.22
<b>Electricians-Outside Classifications: Los Alamos county</b>		
Ground man	27.07	12.81
Equipment Operator	38.85	17.17
Lineman/technician	48.95	20.24
Journeyman technician	45.70	19.42
Cable Splicer	53.75	21.44
<b>Laborers</b>		
Group I – unskilled	16.60	7.30
Group II – semiskilled	17.60	7.30
Group III – skilled	18.10	7.30
Group IV – specialty	18.60	7.30
<b>Operators</b>		
Group I	22.42	6.79
Group II	23.50	6.79
Group III	23.61	6.79
Group IV	24.09	6.79
Group V	24.21	6.79
Group VI	24.43	6.79
Group VII	24.62	6.79
Group VIII	25.33	6.79
Group IX	33.56	6.79
Group X	37.43	6.79
<b>Soft Floor Layers</b>	21.00	9.20
<b>Truck Drivers</b>		
Group I-IX	19.75	9.15

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).



## 2024 SUBSISTENCE, ZONE, AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### Bricklayers

- (1) For Albuquerque area contractors, the starting point shall be at the intersection of I-40 and I-25 and shall continue to the job site. All other areas, the starting point shall be the employer's main office address.
- (2) Between 50 and 75 miles from the starting point, \$35.00 per day.
- (3) 76 or more miles from the starting point, \$55.00 per day.
- (4) All covered refractory work over 75 miles from the intersection of I-40 and I-25, \$80.00 per day.

### Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

## Drywall Finishers and Tapers

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.

## Electricians (inside classifications)

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.

- (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
- (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos County.

### Glaziers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

### Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe County, travel time shall be paid at \$3.00 per hour.

### Laborers

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.



- (2) Types B and C:
  - (a) Work travel over 70 miles from the union halls of Albuquerque, Espanola, Farmington, or Las Cruces shall be paid at \$7.00 per hour in travel pay, not to exceed 10 hours per day;
  - (b) If an overnight stay is necessary, the employer shall pay \$40.00 per day for meals, in addition to travel pay.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging with no more than two people in a room in areas where overnight stays are necessary, subsistence rates do not apply.

## Millwrights

- (1) All zone pay shall be calculated from the address of the city hall of the respective dispatch point.
- (2) Zone 1: Work traveled up to 45 miles from the city hall of the respective dispatch points is a free zone.
- (3) Zone 2: Work traveled between 45 miles and 100 miles shall be compensated at \$4.00 per hour above base wage.
- (4) Zone 3: Work traveled 101 miles or more shall be compensated at \$6.00 per hour above base wage.
- (5) If employer fails to provide suitable lodging, employer shall pay \$110.00 per diem.
- (6) If an employee's principal place of residence is within 45 road miles from the project, no subsistence or travel time shall be paid.

## Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.

- (b) Zone and subsistence for Albuquerque, Santa Fe, and Farmington are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$50.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$100.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$100.00 per day. This takes precedence over the 50 mile radius for Santa Fe zone and subsistence.
  - (d) If an employer provides the employee transportation and mutually agreeable suitable lodging in area where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## Painters

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer and employer does not provide lodging, employer shall pay \$100 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 60-mile radius from their residence or the employer's shop, whichever is closest to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 60-mile radius, plus their regular rate of pay for travel time.
- (4) Employer shall furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, and Belen.

## Paper hangers

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.

- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

## Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

## Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

## Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

## Sheet metal workers

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$120.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

## Soft floor layer

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

## Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$23.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$33.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$125.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.



## **INDEX of STANDARD NOTICE(s) to CONTRACTORS**

Affidavit of Bidder  
Approved Products List  
Buy America  
Davis Bacon Act (DBA) Conformance Requirements  
Electronic Approval of Change Orders and Payment Estimates  
Electronic Data Files  
Environmental and Archaeological Approvals for Pit Areas  
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Temporary Access Control Breaks  
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2019 Standard Drawings for Highway and Bridge Construction Disclaimer  
2019 Standard Drawings for Highway and Bridge Construction Updates (Effective August 2021 Lettings)

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

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

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

**Further affiant sayeth not.**

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

Bidder (print): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

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STATE OF \_\_\_\_\_ )

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

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

\_\_\_\_\_ day of \_\_\_\_\_ 2023

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

My Commission Expires: \_\_\_\_\_

Before Bid Opening, the Bidder shall submit this Affidavit of Bidder in the form of a zip file to the "file attachment upload" tab in the Project Bids.EBSX file through Bid Express. Refer to this Project's Advertisement for questions regarding this process.

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

## NOTICE TO CONTRACTORS

### Approved Products List

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

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

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

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

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

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

## NOTICE TO CONTRACTORS

### Buy America

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

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

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

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



## NOTICE TO CONTRACTORS

### Davis Bacon Act (DBA) Conformance Requirements

#### **Additional Classification and Rate Request:**

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

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

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

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

#### **USDOL Classification Notes in LCPtracker:**

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

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

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

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

**OMB Control Number: 9000-0066**  
**Expiration Date: 5/31/2025**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

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

<b>1. TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	<b>2. FROM: (REPORTING OFFICE)</b>
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<b>3. CONTRACTOR</b>	<b>4. DATE OF REQUEST</b>
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<b>5. CONTRACT NUMBER</b>	<b>6. DATE BID OPENED (SEALED BIDDING)</b>	<b>7. DATE OF AWARD</b>	<b>8. DATE CONTRACT WORK STARTED</b>	<b>9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)</b>
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**10. SUBCONTRACTOR (IF ANY)**

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

**12. LOCATION (CITY, COUNTY, AND STATE)**

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

NUMBER: _____	DATED: _____	
<b>a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only)</b> (Use reverse or attach additional sheets, if necessary)	<b>b. WAGE RATE(S)</b>	<b>c. FRINGE BENEFITS PAYMENTS</b>

<b>14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)</b>	<b>15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE</b>
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<b>16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE</b>	<b>TITLE</b>	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> <b>AGREE</b> <input type="checkbox"/> <b>DISAGREE</b>
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**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

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

<b>SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE</b>	<b>TITLE AND COMMERCIAL TELEPHONE NUMBER</b>	<b>DATE SUBMITTED</b>
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## NOTICE TO CONTRACTORS

### Electronic Approval of Change Orders and Payment Estimates

Consistent with New Mexico's Procurement Code, NMSA 1978, § 13-1-95.1, the New Mexico Department of Transportation (Department) has chosen to utilize an electronic approval process whereby Change Orders and payment estimates shall be executed and approved with a Contractor through the web-based software application AASHTOWare Project Construction.

By submitting a Bid, the Contractor agrees to use the AASHTOWare Project Construction system to approve Change Orders as well as payment estimates and be bound to the submitted approval. Hard copies (paper) of Change Orders and payment estimates will no longer be utilized on Department Projects.

By submitting a Bid, the Contractor additionally acknowledges its compliance with the Electronic Authentication of Documents Act, NMSA 1978 § 14-15-1 to 14-15-6, the Uniform Electronic Transactions Act, NMSA 1978 § 14-16-1 to 14-16-21, and the Procurement Code NMSA 1978 § 13-1-28 to 13-1-199.

When the Notice of Preliminary Award is issued, the awarded Contractor shall:

- Within 15 Days after the issuance of the Notice of Preliminary Award, request an AASHTOWare Project Construction User Identification (User Identification), in writing, addressed to the State Construction Engineer at [NMDOT.Construction@state.nm.us](mailto:NMDOT.Construction@state.nm.us)
- Include in the request for the User Identification, the Contractor's employees who require approval authority for Change Orders and payment estimates. Include the full name and email address of employees; and ;
- Notify the Department when an employee with authorization to approve for the Contractor has separated from employment with the Contractor, or is no longer authorized to approve Change Orders and payment estimates on behalf of Contractor.

## NOTICE TO CONTRACTORS

### Electronic Data Files

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

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

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

A) Survey Data, in accordance with the Standard Specifications Section 801.1.2 - “Department-Supplied Documents and Services”:

1. Existing Computer Aided Design Drafting (“CADD”) survey files; and,
2. Existing Digital Terrain Model (“DTM”) files.

B) Design Files, subject to the terms and conditions below:

1. Centerline Alignment Files (“CAF”), including horizontal and vertical alignment files for all alignments referenced in the plans.

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

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

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

## NOTICE TO CONTRACTORS

### Environmental and Archaeological Approvals for Pit Areas

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

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

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

## NOTICE TO CONTRACTORS

### Federal Requirements

1. TITLE VI
2. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
3. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS
4. REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS AND SUPPLEMENTS
5. SUPPLEMENTAL EEO REQUIREMENTS
6. INDIAN PREFERENCE
7. NMDOT ON THE JOB TRAINING/SUPPORTIVE SERVICES ("OJT/SS") PROGRAM
8. WAGE RATES
9. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS
10. TITLE VI ASSURANCES APPENDIX A AND APPENDIX E

References made to the New Mexico Department of Transportation ("NMDOT") web page can be accessed through the following link: <https://dot.nm.gov>

#### **1. TITLE VI**

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

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

#### Statutory/Regulatory Authorities

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

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

#### General Assurances

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

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

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

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

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

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

## **2. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”)**

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

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

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

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

### Terms and Definitions

Terms and Definitions contained in 49 C.F.R. § 26.5 are incorporated in this NTC by reference. Terms and definitions in the same control over terms that conflict with the terms and definitions in the 2014 Edition of the NMDOT Standard Specifications for Highway and Bridge Construction (“Standard Specifications”) Section – 101.4 “Terms and Definitions”.

### Pre-Award Procedures

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

1. Disadvantaged Business Enterprise Goal Form A-585 (“A-585”); and

2. NTC Disadvantaged Business Enterprise (DBE) Bidder's Commitment and DBE's Confirmation Form A-644 ("A-644").

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

#### Pre-Award Bidder's Good Faith Efforts

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

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

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

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



for subcontracting or requirements of Work, and evidence as to why additional agreements could not be reached for DBEs to perform the Work; and,

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

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

### Post-Award

#### Counting DBE Participation Toward Goals

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

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

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

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

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

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

#### DBE Trucking

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

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

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

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

### DBE Supplying Materials

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

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

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

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

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

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

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

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

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

Before seeking concurrence from the NMDOT to substitute, replace or terminate a DBE (or an approved substitute DBE) the Contractor must provide the DBE written notice including the reason of its intent to

substitute, replace or terminate and give the DBE 5 Days to respond to the Contractor's notice. If required in a particular case as a matter of public necessity the NMDOT may allow a response period shorter than 5 Days. The DBE in response to the notice may provide the Contractor and NMDOT with the reasons, if any, why it objects to the proposed substitution, replacement or termination and why NMDOT should not approve the Contractor's request.

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

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

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

#### Record Keeping Requirements

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

#### Compliance Procedures

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

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

1. Termination of the Contract;
2. Withholding of monthly progress payments;

3. Initiation of appropriate suspension or debarment proceedings;
4. Referral of any unlawful actions to the appropriate enforcement agencies; or
5. Other actions as appropriate, at the discretion of NMDOT.

### **3. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS**

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

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

The Contractor is solely responsible and obligated to ensure prompt payment obligations and compliance reporting through all tiers until the final payment is made in accordance with Standard Specification Section 109.10 - "Project Closure". Contractors, Subcontractors or Suppliers, at all tiers, shall be required to submit payment information, as provided for in the B2GNow supporting software system, indicating when payments are made to any Subcontractor, Supplier and or Fabricator, regardless of DBE status. The Subcontractor, Supplier or Fabricator shall in B2GNow timely select whether payment was or was not received for the undisputed and Accepted Work. The NMDOT may recognize supporting documentation of such payment(s) in one or more of the following forms:

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

The Contractor shall notify the NMDOT in writing in all situations when it will not make full prompt payment to its Subcontractor, Supplier or Fabricator before the payment becomes due. The Contractor shall also notify the Subcontractor, Supplier or Fabricator in writing in all situations when it will not make full prompt payment before the payment becomes due. For purposes of notification of failure to make prompt payment "in writing" shall be delivered via certified mail or electronic mail. A Contractor will be required to fully document any alleged disputes with its Subcontractors, Suppliers and or Fabricators and provide the documentation to the NMDOT upon request.

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

is based on a claim, the Contractor shall submit a verifiable explanation and/or proof of the claim between the parties to the Project Manager.

### Retainage

The NMDOT will require Contractors to pay all retainage owed to the Subcontractor, Supplier or Fabricator within 30 Days of the Progress Payment indicating Acceptance of the completed Subcontract Work, even if the NMDOT continues to withhold retainage from the Contractor. The Subcontract Work is completed when all the tasks called for in the Subcontract have been accomplished, documented and Accepted by the NMDOT. The Contractor may request partial acceptance in accordance with Standard Specifications Section - 105.18.1 "Partial Acceptance" upon satisfactory completion of the Subcontract Work. Good cause recognized by the NMDOT to excuse a failure to promptly release retainage includes, but is not limited to, a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required Project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier. The Contractor has the burden to support the Contractor's assertion of good cause for the failure to promptly release retainage. If the failure to promptly release retainage is based on a claim, the Contractor shall submit verifiable explanation and/or proof of the claim between the parties to the Project Manager.

### Cross-Project Offsets

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

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

**FHWA-1273 -- Revised July 5, 2022**

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

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

- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

## ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term



Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. **NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color,

national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of

such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

##### **1. Minimum wages (29 CFR 5.5)**

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

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

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding (29 CFR 5.5)**

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

## **3. Payrolls and basic records (29 CFR 5.5)**

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall



only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

#### **4. Apprentices and trainees (29 CFR 5.5)**

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR

parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

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

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

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

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

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).



f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract

under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as

the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **5. SUPPLEMENTAL EEO REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

The most current participation goals for minorities and females can be found at <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> and are:

New Mexico:

160 Albuquerque, NM:

SMSA Counties.

0200 Albuquerque, NM-38.3%

NM Bernalillo; NM Sandoval.

Non-SMSA Counties-45.9%

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

Goals for females:  
Nationwide goal-6.9%

These goals apply to all of a contractor's construction work sites in the geographic area (whether or not these sites are also the result of a federal contract or are federally assisted contract). The goals apply to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal or federally assisted contract or subcontract.

The contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 will be assessed based on its implementation of the equal opportunity clause and its good faith efforts to meet the goals by undertaking the specific affirmative action obligations required by the specifications outlined in 41 CFR 60-4.3(a). Each goal is a target percentage of hours to be worked by minorities or women. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals is a violation of the contract, Executive Order 11246, and the regulations in 41 CFR Part 60-4.

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

For more information: [Contract Award Notification Requirement | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eis/whistleblowers/contract-award-notification-requirement)

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

#### SOUTHWEST and ROCKY MOUNTAIN REGION

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

Regional Director: Melissa L. Speer  
Deputy Regional Director: Ronald Sullivan  
Director of Regional Operations: LaQuandra Adebajo  
Director of Planning Support: Antonio Mendez  
Regional Outreach Coordinator: Allen Boyd

Contact Information:  
U.S. Department of Labor



Office of Federal Contract Compliance Programs  
525 South Griffin St.  
Room 840  
Dallas, TX 75202-5092  
Main Number: 972-850-2550  
Fax: 972-850-2552  
Regional Director Contact: [OFCCP-SWARM@dol.gov](mailto:OFCCP-SWARM@dol.gov)  
Construction Award Email: [OFCCP-SW-ConstructionAward@dol.gov](mailto:OFCCP-SW-ConstructionAward@dol.gov)  
Pre-Award Email: [OFCCP-SW-PreAward@dol.gov](mailto:OFCCP-SW-PreAward@dol.gov)  
Complaints Email: [OFCCP-SW-CC4@dol.gov](mailto:OFCCP-SW-CC4@dol.gov)

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

## **6. INDIAN PREFERENCE**

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

For the full Policy Statement on Indian Preference: [Policy Statement on Indian Preference under Title VII | U.S. Equal Employment Opportunity Commission \(eeoc.gov\)](#)

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

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

Verification of available, qualified and enrolled individuals will be provided to the Contractor by the tribe's employment office. A list of contacts to facilitate the Contractor's coordination with the tribal liaison is at: <https://api.realfile.rtsclients.com/PublicFiles/f260a66b364d453e91ff9b3fedd494dc/f3934a69-6444-4189-88de-c08ae301c683/Tribal%20Leader%20Contact%20List>

## **7. NMDOT ON-THE-JOB TRAINING (OJT) PROGRAM**

The primary objective of the Special Provision referenced in the link below is to address the underrepresentation of minority and female workers in the construction trades through the assignment of OJT goals. The primary objective of the OJT program is the training and upgrading of minorities and females to journeyman status. The Contractor shall make every effort to enroll minority, female, and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used to discriminate against any applicant for training, whether or not they are a member of a minority group.

The Contractor or Subcontractor, at any tier, shall comply with the procedures outlined in Appendix B to Subpart A of 230 C.F.R. § 230. The OJT program implemented by the Contractor or Subcontractor, at any tier, must be formally approved by the NMDOT before use of the program. In lieu of the use of a formally approved OJT program the Contractor, or Subcontractor at any tier, may submit its own individual OJT program for NMDOT and FHWA consideration and approval. Until formal approval is received from the NMDOT and FHWA, the individual Contractor or Subcontractor OJT program cannot be used.

### [On The Job Training Program and Partnership Agreement \(rtsclients.com\)](#)

Contractors meeting the selection criteria for implementation of an OJT program will be notified by the NMDOT of its training assignment by September 1<sup>st</sup>. The reporting year and the training assignment will be identified in the notification from the NMDOT.

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

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

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

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

## **8. WAGE RATES**

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

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

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

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

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

- B2GNow software
- LCPtracker software

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

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

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

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

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

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

## 10. TITLE VI Assurances Appendix A and E

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

### Appendix A of the Title VI Assurances

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

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

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

## NOTICE TO CONTRACTORS

### Gross Receipts Tax

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

## NOTICE TO CONTRACTORS

### Monthly Fuel Price Adjustment Procedures

Payment adjustments will be made in monthly increments based on the estimated diesel consumed on Contract Work, the estimated price per gallon of diesel at the time of letting, and the percentage change using the monthly average diesel price posting for Diesel Fuel No. 2 (On-Highway), Ultra Low Sulfur - Industrial, Petroleum Administration for Defense District (PADD) 3, Gulf Coast, Rack Price as provided by the U.S. Energy Information Administration and the following link:

[Gulf Coast \(PADD 3\) Gasoline and Diesel Retail Prices \(eia.gov\)](https://www.eia.gov/finance/analysis/tables/PADD3_GulfCoast_Gasoline_and_Diesel_Retail_Prices.php)

No adjustment will be made for fluctuations in the price of fuels other than diesel.

The number of gallons of diesel fuel used per month will be considered to equal 1.5 percent of the dollar amount of Contract Work reported by the Contractor for each month. Such dollar amount will not include incentives earned by the Contractor or for revenue accrued for bituminous Material cost fluctuations, taxes or diesel fuel price adjustments.

No payment adjustment for fuel shall be made unless the price index varies by more than 15% from the index indicated in this Notice to Contractors.

#### Fuel Price Adjustment

- |                            |  |
|----------------------------|--|
| Quantity (Q) -             | The number of gallons determined from 1.5 percent of the dollar amount of applicable Bid Items.                    |
| Base Fuel Index (BFI) –    | The Monthly Fuel Index for the month that the Project is let will become the BFI for the duration of the Contract. |
| Monthly Fuel Index (MFI) – | The monthly average diesel price posting for the month as determined by the estimate cutoff date.                  |

The Project Manager (PM) will compute the ratio of the MFI to the BFI. If the ratio falls between 0.85 and 1.15, no fuel adjustment will be made for the month. If the ratio is less than 0.85, a credit to the Department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed.

If the MFI is greater than the BFI, the following formula shall be used to determine the amount of Contractor Fuel Cost Adjustment (CFCA):

$$CFCA = [(MFI/BFI) - 1.15] \times Q \times BFI$$

If the MFI is less than the BFI, the following formula shall be used to determine the amount of Department Fuel Cost Adjustment (DFCA):



**Monthly Fuel Price Adjustment Procedures**  
**Page 2**

$$DFCA = [0.85 - (MFI/BFI)] \times Q \times BFI$$

No adjustments will be made for Work performed after Substantial Completion.

If the Contractor chooses not to participate in the Diesel Adjustment, they shall notify the PM in writing no later than the Pre-Construction Conference.

## NOTICE TO CONTRACTORS

### New Mexico Employees Health Coverage

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

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

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

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

The Bidder agrees to advise all employees of the availability of State publicly financed health care coverage programs.

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

## **NOTICE TO CONTRACTORS**

### **Office of Inspector General**

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

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

### **To Report Fraud, Waste & Abuse**

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

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

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

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

### **To Report Bid Rigging Activities**

**1-800-424-9071**

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

**Materials**  
**January 1, 2019**

## **NOTICE TO CONTRACTORS**

### **Patents On Milling Equipment and Milling Operations**

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

**Chief Engineer  
January 1, 2019**

## **NOTICE TO CONTRACTORS**

### **Professional Services**

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

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

Traffic  
January 1, 2019

## **NOTICE TO CONTRACTORS**

### **Quality Standards for Traffic Control Devices**

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

## NOTICE TO CONTRACTORS

### Reflectorized Glass Beads

The NMDOT is temporarily allowing the use of AASHTO M247 Type I Glass Beads for all NMDOT striping activities that require an application of glass beads for retro-reflectivity. The gradation of the Type I Glass Beads is indicated in the table below:

Type I Glass Beads Retained (Percentage)		
U.S. Mesh	Microns	% Retained
20	850	0 – 5
30	600	5 - 25
50	300	65 – 85
100	150	95 – 100

This temporary provision is based on the nationwide shortage of Type III Glass Beads for use in the standard NMDOT glass bead mix. This temporary provision will be lifted when it is determined that this nationwide Type III Glass Bead shortage is no longer an issue.

The temporary use of AASHTO M247 Type I Glass Beads should not decrease the quality of the retro-reflectivity of the striping. Final striping applications shall meet the retro-reflectivity values in accordance with the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 704, "Pavement Markings". Refer to Section 704 when the final striping application falls below the Acceptable retro-reflectivity values.

## NOTICE TO CONTRACTORS

### Return of Lobbying Disclosure

#### Pre-Award

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

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

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

#### Post-Award

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

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

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

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

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





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

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

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

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

Chief Engineer  
February 20, 2023

## NOTICE TO CONTRACTORS

### Safety Vests

The Contractor shall ensure all personnel working on this Project, including all subcontractors identified in the Contract documents, are in compliance with usage of the American National Standards Institute (ANSI) Class 3 safety vest for personnel in the Work zone.

Compliance with this Notice to Contractors (NTC) conforms to Department standards for personal protective equipment usage while performing assigned duties in a Work zone managed by the Department. This NTC directly supports Department AD 802 "Personal Protective Equipment" effective 12/6/18. The usage of the ANSI Class 3 safety vest shall apply to all Inspectors, supervisory personnel and site visitors.

Class 3 safety vests shall conform to the specifications set forth by ANSI for Class 3 safety vests.

## NOTICE TO CONTRACTORS

### Stockpile (Standard Bid Items)

In accordance with the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 109.9, "Stockpile", when established in the Contract, the following Bid Items are eligible for stockpile payment:

<u>Bid Item</u>	<u>Description</u>
-303-	Base Course Bid Items*
540060	Reinforcing Bars Grade 60
540160	Epoxy Coated Reinforcing Bars Grade 60
-570-	Pipe Culvert Bid Items (Metal and Concrete Culverts Only)
606001	Single Face W-Beam Guardrail
606051	End Treatment TL-3 End Terminal
606053	End Treatment W-Beam End Anchor
606062	Transition Metal Barrier to Rigid Barrier
606498	Post and Cable Barrier End Anchor
606499	Post and Cable Barrier
701000	Panel Signs
701010	Extruded Panel Signs
701100	Steel Post and Base Post for Aluminum Panel Signs
701109	Steel I-Beam Post Type W6X9
701121	Steel I-Beam Post Type W8X21
701209	Breakaway Base System for Steel I Beam Post W6X9
701221	Breakaway Base System for Steel I Beam Post W8X21
720050	Permanent Vehicular Impact Attenuator Unit

In addition, after measurement, partial (stockpile) payments to the Contractor may be made for the following Bid Items on hand not to exceed 25% of the Bid Item Price:

<u>Bid Item</u>	<u>Description</u>
-403-	Open Graded Friction Course Bid Items*
-416-	Minor Paving*
-423-	Hot Mix Asphalt Bid Items*
-424-	Warm Mix Asphalt Bid Items*

\*The Contractor shall submit a letter to the Project Manager listing the Bid Items for which they are requesting partial payment and shall contain the following:

1. A Quality Control Plan for aggregate stockpile management;
2. The NMDOT shall be named on third (3<sup>rd</sup>) party contracts for access to aggregate stockpile(s);
3. An approved mix design, if applicable, for the Bid Items;
4. Tests results from an independent Laboratory which indicates the aggregates meet the Specifications. This does not waive the Specification requirements for Acceptance; and
5. A survey of each stockpile shall be certified by a Professional Surveyor licensed by the New Mexico Board of Registration for Professional Engineers and Surveyors.

## **NOTICE TO CONTRACTORS**

### **Temporary Access Control Breaks**

The New Mexico Department of Transportation (“NMDOT”) cannot guarantee a temporary access control break for any Project.

Due to operational safety NMDOT and the Federal Highway Administration (“FHWA”) will not allow any temporary access control break within a two (2) mile (mi) radius of an existing access control break.

Bidders shall Bid the Work using established Interchanges and routes for all haul related activities.

If a temporary access control break is approved the Contractor shall return the reduced costs for all items effected by the temporary access control break to the NMDOT.

Any and all costs associated with a temporary access control break, shall be considered Incidental to the construction of the Project.

#### **Process to Request a Temporary Access Control Break**

Temporary access control break requests shall be submitted to the Project Manager (“PM”) a minimum of ten (10) Days prior to the Pre-Construction Conference, in accordance with Standard Specification Section 108.2 - “Notice to Proceed and Pre-Construction Conference”, item numbers four (4) and fifteen (15).

The Contractor shall fill out Form C-196 attached and provide the form and associated pertinent documentation.

The NMDOT review and action for the temporary access control break request requires approximately 30 Days. Re-submittals of temporary access control break requests start the review process and timeline again. No additional Contract Time or compensation shall be provided for the temporary access control break process.

If, by the date of the Pre-Construction Conference the temporary access control break request is not approved, the Contractor shall continue with the Work utilizing the as Bid, established Interchanges and routes.

## Temporary Access Control Breaks

### Page 2 of 2

#### Conditions

The Contractor is hereby advised that the temporary access control break if approved can be revoked, without re-instatement, if the Contractor fails to comply with the terms and conditions of the approval.

If a temporary access control break request is approved the following standard conditions shall apply.

1. Each access break point must be approved individually and must be approved for each applicable Project.
2. No more than two (2) temporary access control breaks will be allowed on any one (1) Project.
3. In no case will Equipment be allowed to cross an active lane of traffic. Only right in right out access maneuver shall be allowed with NMDOT approved traffic safety mitigations for the temporary access control break.
4. The temporary access control break NMDOT approved traffic safety mitigations shall be removed and placed outside of clear zone during non-working hours per Project Manager's approval.
5. All Work required to construct and to restore the temporary access control break to original condition shall be the responsibility of the Contractor unless otherwise approved by the NMDOT. No additional time or compensation shall be provided by NMDOT for this Work.
6. No loaded scrapers will be allowed on the roadway facilities.
7. The Contractor is not allowed to haul in the direction of opposing traffic.
8. A traffic control plan signed and sealed by a New Mexico Licensed professional engineer shall be provided for each access break requested. Attached is an example schematic plan that shall be similarly designed according to field conditions. Geometrics, traffic volumes, truck traffic percentage, and any other influencing factors shall be considered in the design of the plans to assure safety and mobility in the roadway facilities. Traffic control shall be in accordance with the current version of the Manual of Uniform Traffic Control Devices ("MUTCD"). Minor modifications may be necessary to fit field conditions and must be approved by the Project Manager.

Additional conditions may be provided upon approval of the temporary access control break as noted on Form C-196.

**TEMPORARY ACCESS CONTROL PERMIT REQUEST**

I/we request approval of a temporary Right of Way (ROW) access control break in connection with our Project. A vicinity map is attached identifying the location of the access break and all roads, interchanges medians, crossovers, major drainages, fences, pipelines, power lines and any previously approved access breaks that may be affected by this temporary access break. Also attached is a traffic control plan designed and stamped by a New Mexico registered Professional Engineer, identifying all traffic control devices, spacing, distances, vehicle paths and flagmen etc. that relate to the traffic control operations.

Contractor may attach additional pages as necessary to fully address each question below:

1. Control Number, Route and Location of Proposed Access Break (station or milepost): \_\_\_\_\_
2. Traffic Control Locations (station or milepost): \_\_\_\_\_
3. Purpose of Break: \_\_\_\_\_
4. Type of Vehicles Using Break: \_\_\_\_\_
5. Route AADT: \_\_\_\_\_
6. Contractor's Proposed AADT Utilizing Break: \_\_\_\_\_
7. Proposed Days and Time of Operation: \_\_\_\_\_
8. Proposed Duration of Access Break: \_\_\_\_\_
9. Work Required to Construct and to Restore Temporary Access Break to Original Condition: \_\_\_\_\_
10. Other Available Alternatives: \_\_\_\_\_
11. Additional conditions set by the Department or detailed by other agencies (i.e. FHWA, BLM etc.): \_\_\_\_\_

I/we certify that I/we will comply with the traffic control plan submitted, as may be modified by the Department, with the standard conditions of approval, the terms and conditions set forth in the NTC "Temporary Access Control Break" and any additional conditions set forth with the approval of the Temporary Access Control Break detailed by the Department.

I we understand that this approval can be revoked at any time by the Project Manager , without re-instatement if we fail to fully comply with the terms and conditions of this approval.

---

Printed Name of Requestor, Printed Title of Official for Requestor, Signature and Date

**Recommended**


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Printed Name of Project Manager, Signature and Date

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Printed Name of District Engineer, Signature and Date

**Concurred**


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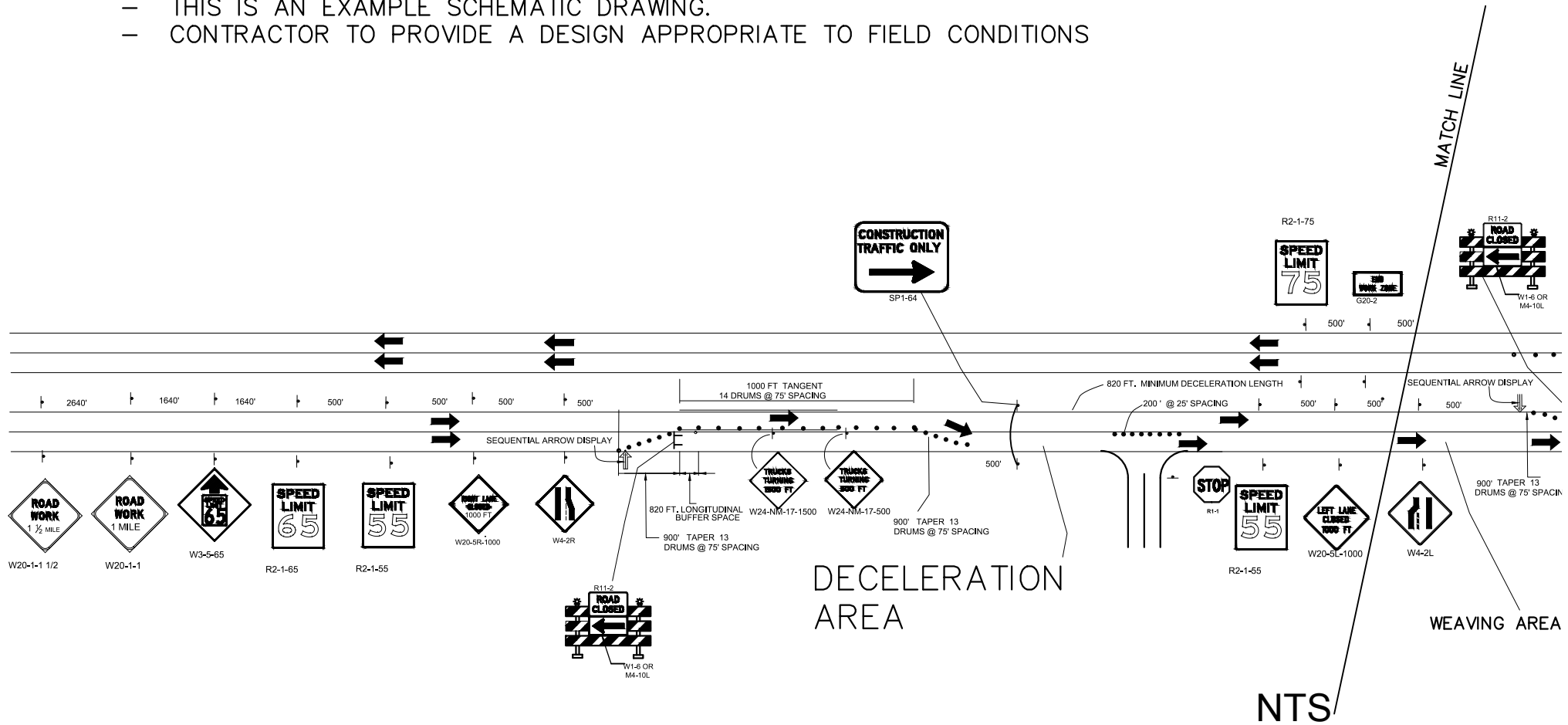
Printed Name of State Construction Engineer, Signature and Date

**Approved**


---

Printed Name of Federal Highway Administration Representative, Signature and Date

- THIS IS AN EXAMPLE SCHEMATIC DRAWING.
- CONTRACTOR TO PROVIDE A DESIGN APPROPRIATE TO FIELD CONDITIONS



NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

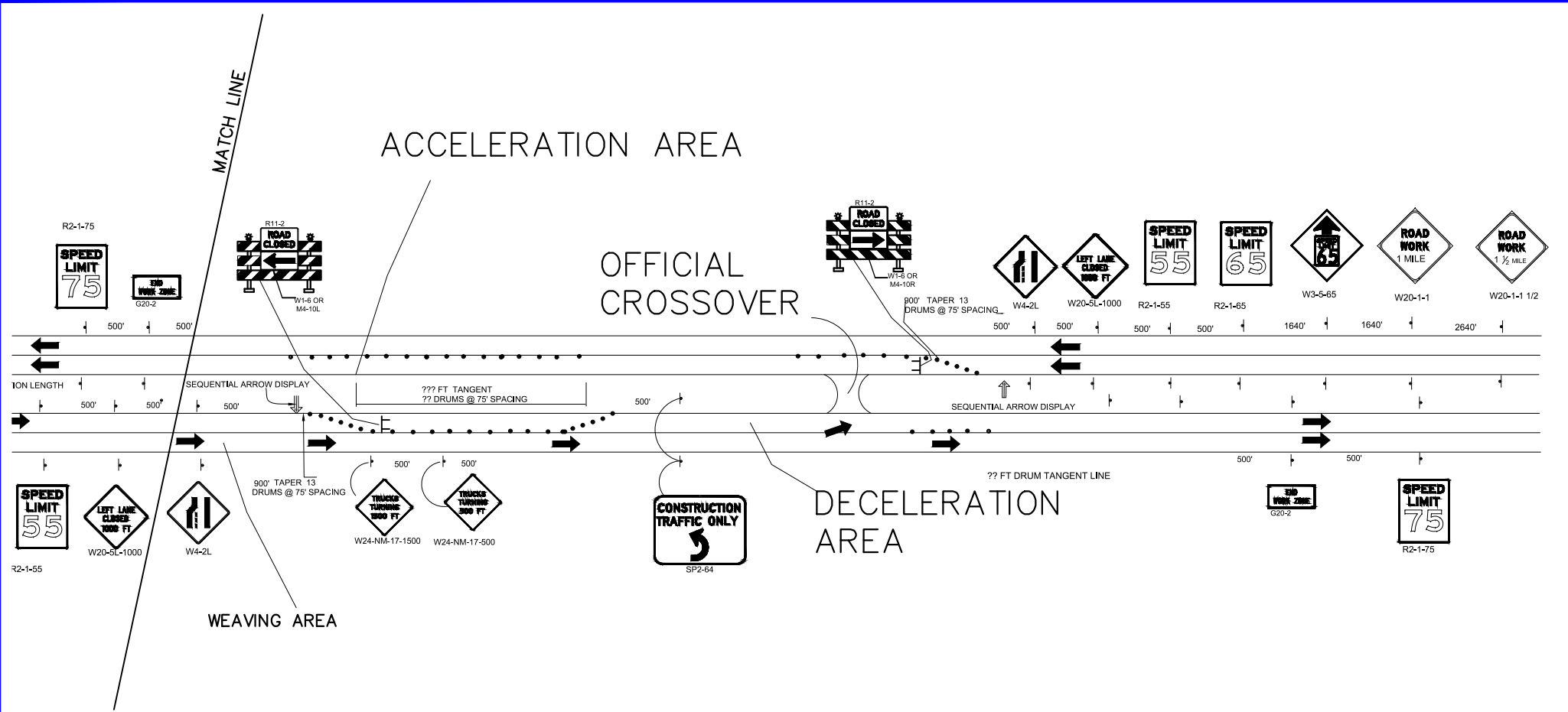
REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION

EXAMPLE INTERSTATE ACCESS HAUL ROAD SIGNING

JENI, J. MAEZ  
10/20/10

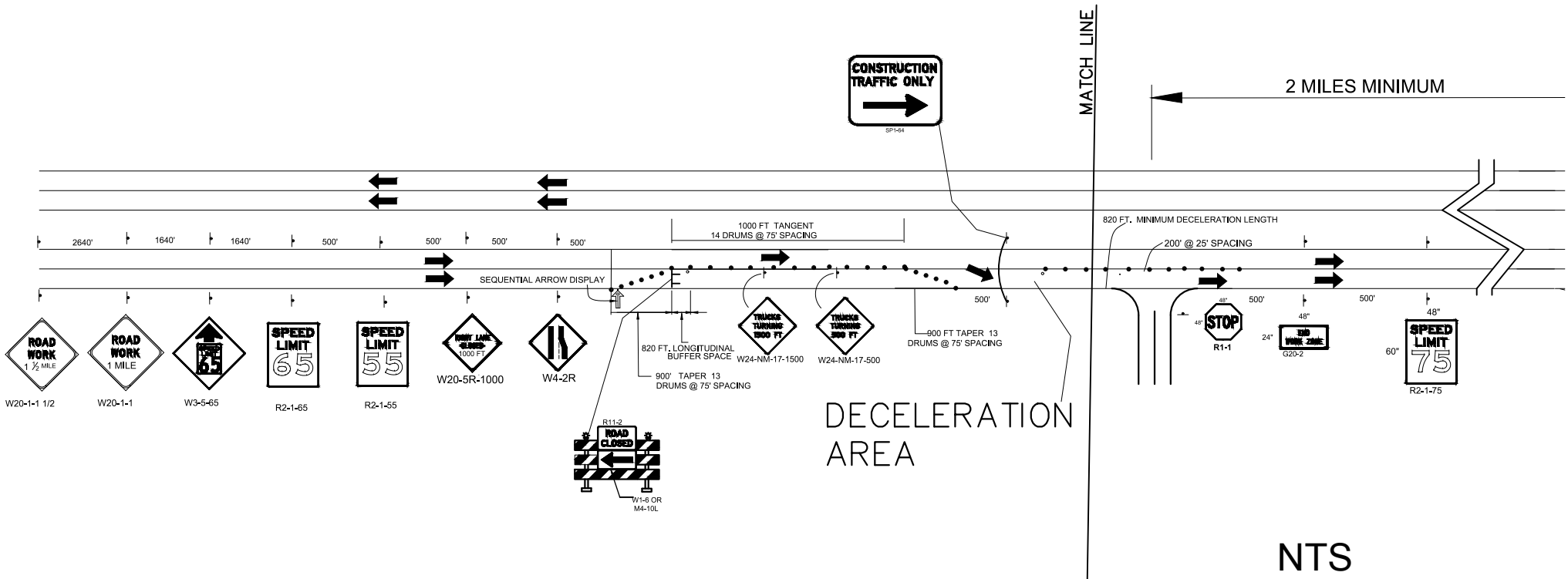




- THIS IS AN EXAMPLE SCHEMATIC DRAWING.
- CONTRACTOR TO PROVIDE A DESIGN APPROPRIATE TO FIELD CONDITIONS

### NTS

4			
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NO.	DESCRIPTION	DATE	BY
REVISIONS (OR CHANGE NOTICES)			
NEW MEXICO DEPARTMENT OF TRANSPORTATION			
EXAMPLE INTERSTATE ACCESS HAUL ROAD SIGNING			



- THIS IS AN EXAMPLE SCHEMATIC DRAWING.
- CONTRACTOR TO PROVIDE A DESIGN APPROPRIATE TO FIELD CONDITIONS

NTS

NO.	DESCRIPTION	DATE	BY
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REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION

EXAMPLE INTERSTATE ACCESS HAUL ROAD SIGNING

- THIS IS AN EXAMPLE SCHEMATIC DRAWING.
- CONTRACTOR TO PROVIDE A DESIGN APPROPRIATE TO FIELD CONDITIONS

MATCH LINE

2 MILES MINIMUM

820 FT. MINIMUM DECELERATION LENGTH

200' @ 25' SPACING



NEAREST INTERCHANGE

NTS

4			
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2			
1			
NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION

EXAMPLE INTERSTATE ACCESS HAUL ROAD SIGNING

## NOTICE TO CONTRACTORS

### Temporary Concrete Wall Barrier

The NMDOT is temporarily allowing the use of 10-ft and/or 20-ft Temporary Concrete Wall Barrier (TCWB) from other states with the following stipulations:

- TCWB of different designs, shapes or lengths shall not be connected or intermixed;
- TCWB shall meet the 10-ft NMDOT deflection as required in NMDOT Standard Drawings 606-20-1/5 and 606-20-3/5. TCWB shall meet the 20-ft NMDOT deflection as required in NMDOT Standard Drawing 606-22-1/4;
- TCWB shall meet NCHRP Report 350 for crashworthiness if constructed prior to January 1, 2020;
- If the TCWB has been constructed after December 31, 2019, documentation must be provided showing the TCWB meets MASH compliance, or that the TCWB currently meets NCHRP 350 and that the state has documented efforts to have the TCWB tested for MASH compliance;
- Contractor shall provide documentation containing the drawings and details of the TCWB demonstrating approval by FHWA for use of the referenced 10-ft or 20-ft sections from other states; and
- This NTC applies to projects on both NHS routes and non-NHS routes.

Contractor shall submit the TCWB Shop Drawings, the FHWA acceptance letter, and production information to the Project Manager with pre-construction documents in accordance with Standard Specifications Section 108.2.2, "Pre-Construction Conference".

Chief Engineer  
December 18, 2019

## NOTICE TO CONTRACTORS

### 2019 Standard Drawings for Highway and Bridge Construction Disclaimer

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

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

## NOTICE TO CONTRACTORS

### 2019 Standard Drawings for Highway and Bridge Construction Updates (Effective August 2021 Letting)

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

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

#### **Standard Section 511 - Concrete Structures**

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

#### **Standard Section 514 - Concrete Barrier Railing for Bridges**

- 514-01-1/6, 32" Concrete Bridge Barrier Railing General Details (4-3-12)
- 514-01-2/6, 32" Concrete Bridge Barrier Railing General Details (4-3-12)
- 514-01-3/6, 32" Concrete Bridge Barrier Railing Standard Section and Details (4-3-12)
- 514-01-4/6, 32" Concrete Bridge Barrier Railing Transition Section and Details (12-27-12)
- 514-01-5/6, 32" Concrete Bridge Barrier Railing Details at Joint Seals (4-3-12)
- 514-01-6/6, 32" Dowel Assembly for Expansion Joints in Concrete Wall Barrier and Concrete Bridge Barrier Railing (4-3-12)
- 514-03-1/6, 42" Concrete Bridge Barrier Railing General Details (4-3-12)
- 514-03-2/6, 42" Concrete Bridge Barrier Railing General Details (4-3-12)
- 514-03-3/6, 42" Concrete Bridge Barrier Railing Standard Section and Details (4-3-12)
- 514-03-4/6, 42" Concrete Bridge Barrier Railing Transition Section and Details (12-27-12)
- 514-03-5/6, 42" Concrete Bridge Barrier Railing Details at Joint Seals (4-3-12)
- 514-03-6/6, Dowel Assembly for Expansion Joints in 42" Concrete Wall Barrier and Concrete Bridge Barrier Railing (4-3-12)
- 514-10-1/1, Bridge Number Plate, Tag, and Survey Marker (12-16-19)

#### **Standard Section 543 – Metal Railing**

- 543-02-1/1, Metal Railing Type "A" (11-13-09)
- 543-03-1/2, Metal Railing Type "D" (11-13-09)
- 543-03-2/2, Metal Railing Type "D" Details (11-13-09)
- 543-06-1/4, Metal Railing NM Type A32 Details of Post on Bridge, Wingwalls and Approach Slab (9-23-14)
- 543-06-2/4, Metal Railing NM Type A32 Railing Elevation and Bridge Rail Joint Details (9-23-14)
- 543-06-3/4, Metal Railing NM Type A32 General Notes and Details of Rail to Post Connection and Gutter Detail (9-23-14)
- 543-06-4/4, Metal Railing NM Type A32 Rail to Thrie Beam Connection (9-23-14)

## 2019 Standard Drawings for Highway and Bridge Construction Updates (Effective August 2021 Letting)

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- 543-07-1/4, Metal Railing NM Type A42 Details of Posts on Bridge, Wingwalls and Approach Slab (9-23-14)
- 543-07-2/4, Metal Railing New Mexico Type A42 Railing Elevation and Rail Expansion Joint Detail (9-23-14)
- 543-07-3/4, Metal Railing NM Type A42 General Notes and Details of Rail to Post Connection and Gutter Details (9-23-14)
- 543-07-4/4, Metal Railing NM Type A42 Details of Posts on Bridge, Wingwalls and Approach Slab (9-23-14)
- 543-08-1/4, Side Mounted Bridge Railing Details (4-8-13)
- 543-08-2/4, Side Mounted Bridge Railing Details (4-8-13)
- 543-08-3/4, Side Mounted Bridge Railing Details (4-8-13)
- 543-08-4/4, Side Mounted Bridge Railing Details (4-8-13)
- 543-09-1/1, Bridge Number Plate, Tag, and Survey Marker (12-16-19)

### Standard Section 564 - Preformed Closed Cell Foam Bridge Joint Seals

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

### Standard Section 602 – Slope and Erosion Protection Structures

- 602-05-1/2, Gabion Basket Details (1-9-13)
- 602-05-2/2, Gabion Retaining Wall Details (1-9-13)
- 602-08-1/2, Wire Enclosed Tire Bales for Erosion Control or Earth Retaining (1-9-12)
- 602-08-2/2, Wire Enclosed Tire Bales for Erosion Control or Earth Retaining (1-9-12)

### Standard Section 606 – Metal Barrier, Cable Barrier and Concrete Wall Barrier

- 606-GR31-17/20, Transition – Metal Barrier to Rigid Barrier (5-6-14)
- 606-15-1/7, Concrete Wall Barrier Type 32 General Notes, Quantities and Rebar Schedule (1-30-14)
- 606-15-2/7, Concrete Wall Barrier Type 32 (1-30-14)
- 606-15-3/7, 32" Dowel Assembly for Expansion Joints in Concrete Wall Barrier and Concrete Barrier Railing (1-30-14)
- 606-15-4/7, Concrete Wall Barrier Type 32 Transition Details (1-30-14)
- 606-15-5/7, Concrete Wall Barrier Type 32 Transition (1-30-14)
- 606-15-6/7, Concrete Wall Barrier Type 32 at Column and Sign Pedestals (1-30-14)
- 606-15-7/7, Concrete Wall Barrier Type 32 Over Culvert (1-30-14)
- 606-17-1/7, Concrete Wall Barrier Type 42 General Notes, Quantities and Rebar Schedule (1-30-14)
- 606-17-2/7, Concrete Wall Barrier Type 42 (1-30-14)
- 606-17-3/7, 42" Dowel Assembly for Expansion Joints in Concrete Wall Barrier and Concrete Barrier Railing (1-30-14)
- 606-17-4/7, Concrete Barrier Wall Type 42 Transition Details (1-30-14)
- 606-17-5/7, Concrete Wall Barrier Type 42 Transition (1-30-14)
- 606-17-6/7, Concrete Wall Barrier Type 42 at Column and Sign Pedestals (1-30-14)
- 606-17-7/7, Concrete Wall Barrier Type 42 Over Culvert (1-30-14)
- 606-22-1/4, 20' Concrete Barrier General Notes & Reinforcing Schedule (1-26-17)

## **2019 Standard Drawings for Highway and Bridge Construction Updates (Effective August 2021 Letting)**

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

### **Standard Section 610 – Cattle Guards**

- 610-02-1/2, Game Guard Plan & Elevation (8-18-09)
- 610-02-2/2, Game Guard 6'-0" & 7'-6" Steel Grids (8-18-09)

### **Standard Section 701 – Traffic Signs and Sign Structures**

- 701-20-1/1, Official Median Crossover (6-18-05)

### **Standard Section 702 – Construction Traffic Control Devices**

- Delete all 702 Standard Drawings

### **Standard Section 707 - Signal and Lighting Standards**

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

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

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

- 206-11-1/1, Fill Heights for HDPE and PP Pipe Excavation Details (2-19-20)

### **Standard Section 511 - Concrete Structures**

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

### **Standard Section 514 - Concrete Barrier Railing for Bridges**

- 514-01-1/5, 32 Inch Concrete Bridge Barrier Railing General Details (6-24-21)
- 514-01-2/5, 32 Inch Concrete Bridge Barrier Railing Transition Section and Details (6-24-21)
- 514-01-3/5, 32 Inch Concrete Bridge Barrier Railing General Details (6-24-21)
- 514-01-4/5, 32 Inch Concrete Bridge Barrier Railing Standard Section and Details (6-24-21)
- 514-01-5/5, 32 Inch Concrete Barrier Details at Expansion Joint (6-24-21)
- 514-03-1/5, 42 Inch Concrete Bridge Barrier Railing General Details (6-24-21)
- 514-03-2/5, 42 Inch Concrete Bridge Barrier Railing General Details (6-24-21)
- 514-03-3/5, 42 Inch Concrete Bridge Barrier Railing Transition Section and Details (6-24-21)
- 514-03-4/5, 42 Inch Concrete Bridge Barrier Railing Standard Section and Details (6-24-21)
- 514-03-5/5, 42 Inch Concrete Bridge Barrier Railing Details at Joint Seals (6-24-21)
- 514-10-1/1, Bridge Number Plate (4-24-20)



**Standard Section 543 – Metal Railing**

- 543-06-1/4, Metal Railing NM Type A32 Details of Post on Bridge, Wingwalls, and Approach Slab (4-20-21)
- 543-06-2/4, Metal Railing NM Type A32 Railing Elevation and Bridge Rail Joint Details (4-20-21)
- 543-06-3/4, Metal Railing NM Type A32 General Notes and Details of Rail to Post Connection and Gutter Detail (4-20-21)
- 543-06-4/4, Metal Railing NM Type A32 Rail to Thrie Beam Connection (4-20-21)
- 543-07-1/4, Metal Railing NM Type A42 Details of Posts on Bridge, Wingwalls, and Approach Slab (4-20-21)
- 543-07-2/4, Metal Railing NM Type A42 Railing Elevation and Railing Elevation Rail Expansion Joint Detail (4-20-21)
- 543-07-3/4, Metal Railing NM Type A42 General Notes and Details of Rail to Post Connection and Gutter Detail (4-20-21)
- 543-07-4/4, Metal Railing NM Type A42 Rail to Thrie Beam Connection (4-20-21)
- 543-09-1/1, Bridge Number Plate (4-25-20)

**Standard Section 602 – Slope and Erosion Protection Structures**

- 602-05-1/1, Gabion Retaining Wall Details (7-26-21)

**Standard Section 606 – Metal Barrier, Cable Barrier and Concrete Wall Barrier**

- 606-GR31-17/20, Guardrail Connection Details (7-13-21)
- 606-17-1/9, Concrete Wall Barrier Type 42 General Notes and Rebar Schedule (7-21-21)
- 606-17-2/9, Concrete Barrier Wall Type 42 (7-21-21)
- 606-17-3/9, Concrete Barrier Wall Type 42 Over Culvert (7-21-21)
- 606-17-4/9, Concrete Wall Barrier Type 42 Sections (7-21-21)
- 606-17-5/9, 42" Dowel Assembly for Expansion Joints in Concrete Wall Barrier and Concrete Barrier Railing (7-21-21)
- 606-17-6/9, Concrete Barrier Wall Type 42 Transition Details (7-21-21)
- 606-17-7/9, Concrete Barrier Wall Type 42 Transition Details (7-21-21)
- 606-17-8/9, Concrete Barrier Wall Type 42 Transition Details (7-21-21)
- 606-17-9/9, Concrete Wall Barrier Type 42 at Column and Sign Pedestals (7-21-21)
- 606-19-1/4, 54" Concrete Wall Barrier and Transition to 42" General Notes and Reinforcing Schedule (6-24-21)
- 606-19-2/4, 54" Concrete Wall Barrier and Transition to 42" Plan & Elevation (6-24-21)
- 606-19-3/4, 54" Concrete Wall Barrier and Transition to 42" Elevation and Section (6-24-21)
- 606-19-4/4, 54" Concrete Wall Barrier and Transition to 42" Elevation and Section (6-24-21)
- 606-22-1/4, 20' Concrete Barrier General Notes & Reinforcing Schedule (12-17-19)
- 606-22-2/4, 20' Concrete Barrier Fabrication and Reinforcement Details (12-17-19)
- 606-22-3/4, 20' Concrete Barrier Staking & Anchoring Details (12-17-19)
- 606-22-4/4, 20' Concrete Barrier Staking & Connection Details (12-17-19)

**Standard Section 607 – Fence**

- 607-08-1/6, Game Fence General Notes & Overall Plan (6-18-21)
- 607-08-2/6, Game Fence Bracing and Typical Installation (6-18-21)

## 2019 Standard Drawings for Highway and Bridge Construction Updates (Effective August 2021 Letting)

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- 607-08-3/6, Game Fence Details at Game Guard Locations (6-18-21)
- 607-08-4/6, Escape Ramp Plan and Profile (6-18-21)
- 607-08-5/6, Game Fence Vehicle Gate Detail and Gap Closures (6-18-21)
- 607-08-6/6, Game Fence Pedestrian Gate Detail (6-18-21)

### **Standard Section 610 – Cattle Guards**

- 610-02-1/2, Game Guard Plan and Elevation (4-20-21)
- 610-02-2/2, Metal Grate Plan and Misc Details (4-20-21)

### **Standard Section 701 – Traffic Signs and Sign Structures**

- 701-20-1/1, Official Median Crossover (2-17-20)

### **Standard Section 702 - Construction Traffic Control Devices**

- 702-01-1/1, Traffic Control General Notes (12-11-19)
- 702-02-1/1, Temporary Traffic Markings for Construction (12-11-19)
- 702-03-1/4, Double Fines in Work Zones Signing Layout (2-19-20)
- 702-03-2/4, Double Fines in Work Zones Sign Face Details (2-19-20)
- 702-03-3/4, Project Limit Signing (2-19-20)
- 702-03-4/4, B.O.P and E.O.P (Approach and Departure) Sign Face Details (2-19-20)
- 702-04-1/2, 4 Lane, Interstate/Non-Interstate, Typical Crossover Signing (12-11-19)
- 702-04-2/2, 4 Lane, Interstate/Non-Interstate, Typical Crossover Signing (12-11-19)
- 702-05-1/1, Inside/Median and Outside Lane Operations for Divided Interstates & Non-Interstates (12-11-19)
- 702-06-1/1, Examples of Temporary Pedestrian Detour Routing for Roadways with Posted Speeds of 40 MPH or Less (12-11-19)

### **Standard Section 707 - Signal and Lighting Standards**

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

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

- 730-01-1/3, Weigh-In-Motion (WIM) Undivided Section Details (12-17-19)
- 730-01-2/3, Weigh-In-Motion (WIM) Divided Section Details (12-17-19)
- 730-01-3/3, Weigh-In-Motion (WIM) 6-Lane Section Details (12-17-19)
- 730-02-1/3, Continuous Count Station (CCS) Undivided Section Details (12-17-19)
- 730-02-2/3, Continuous Count Station (CCS) Divided Section Details (12-17-19)
- 730-02-3/3, Continuous Count Station (CCS) 6-Lane Section Details (12-17-19)
- 730-03-1/2, Radar Continuous Count Station 1 to 4 Lanes Single Sensor (12-17-19)

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- 730-03-2/2, Radar Continuous Count Station 5 to 8 Lanes Dual Sensors (12-17-19)

**Standard Section 750 – Intelligent Transportation Systems (ITS)**

- 750-01-1/2, Typical Conduit Trench and Installation Details (ITS) (7-21-21) \*
- 750-01-2/2, Conduit Expansion, Coupling and Two Hole Clamp (7-21-21)\*
- 750-02-1/1, ITS Pull Box Installation Detail (7-21-21)\*
- 750-03-1/2, ITS Manhole Installation Details (7-21-21)\*
- 750-03-2/2, ITS Manhole Installation Details (7-21-21)\*
- 750-05-1/1, ITS Equipment Cabinet Details (7-21-21)

\*Standard Drawings included in the Index of 2019 Standard Drawings book. However, Standard Drawings were inadvertently omitted from the Standard Drawings book.

The added Standard Drawings are available at the following link:

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

## Attachment D

These General Conditions have been prepared for use by T/LPAs in the administration of Federal-aid Projects. The purpose of these General Conditions is to define each contracting party's duties and privileges, and the rules by which they are to meet obligations and perform the Work they agreed upon. Nothing in these General Conditions should be taken to contradict any mandatory federal, State or local laws and regulations. Nor should these General Conditions be interpreted as altering or superseding any such mandatory federal, State or local laws and regulations. T/LPAs should consult their own legal counsel for advice regarding the use of these General Conditions.

### **SECTION 101: ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS**

#### **101.1 ACTIVE VOICE, IMPERATIVE MOOD, REFERENCES, USE OF LANGUAGE**

These General Conditions were developed with an emphasis on the active voice. In a sentence written in the active voice, someone acts on something. For example: "The Engineer will take a sample." A similar sentence in the passive voice "A sample will be taken" would be unclear about who was responsible for taking the sample.

This edition of the Standard Specifications also makes use of the imperative mood. The imperative mood is used when the party issuing an instruction and the party receiving it are already understood. In these Standard Specifications, the T/LPA is stating its requirements or directions for Work to the Contractor; such statements have the same force as if they contained the word "shall." In an imperative sentence such as, "Pour the concrete," the T/LPA is indicating that it requires the Contractor to pour the concrete. Before an Award of a Contract, imperative statements are directed to the Bidder. After a Contract has been Awarded, imperatives are directed to the Contractor. The Standard Specifications are divided into various parts in this order: divisions, sections and subsections.

The T/LPA will identify parties other than the Bidder or Contractor to whom it gives a responsibility in these Standard Specifications. In phrasings where the responsible party has already been clearly identified or in factual statements when it is not important to do so, the T/LPA may use the passive voice.

The word "shall" is used in a mandatory or imperative sense and signifies that the T/LPA is imposing a duty on a person or body that is the subject in the sentence. The word "may" is used to signify the conferring of a discretionary power, privilege, or right. However, use of the term "may not" signifies that a right, privilege, or power is intended to be denied.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

The Contractor, having an obligation to comply with, observe, and comply with all federal and State law and regulations, any reference to any federal or State law or regulation shall constitute a reference to any applicable amendment or successor law or regulation.

## 101.2 ABBREVIATIONS

When the following abbreviations are used in the Plans, the Specifications, other Contract documents, and T/LPA correspondence, their meaning is as follows:

<b>Table 101.2:1 Acronyms and Abbreviations</b>	
<b>Acronym or short form</b>	<b>Full name or meaning</b>
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AI	Aggregate Index
AMRL	AASHTO Material Reference Laboratory
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers' Association
AWWA	American Water Works Association
CBC	concrete box Culvert
CCD	closed circuit detection
CD	compact disc
CFR	Code of Federal Regulations
CMP	corrugated metal pipe
CN	control number
CPM	Critical Path method
CTR	certified test report
CWB	concrete wall barrier
DBE	disadvantaged business enterprise
EA	Entrance Angle
ESAL	equivalent single axle loading
FHWA	Federal Highway Administration
GRT	gross receipt tax
HDPE	high density polyethylene
HFE	high-float emulsion
HID	high-intensity discharge
HMA	hot-mix asphalt
HMWM	high molecular weight methacrylate
IES	Illuminating Engineering Society
IMC	intermediate metallic conduit
ITE	Institute of Transportation Engineers
JMF	Job Mix Formula
LCD	liquid crystal display
LL	liquid limit
SDS	Safety Data Sheet
MTR	mill test report
MUTCD	Manual on Uniform Traffic Control Devices
MFBM	Thousand Board Feet

<b>Table 101.2:1 Acronyms and Abbreviations</b>	
<b>Acronym or short form</b>	<b>Full name or meaning</b>
NCHRP	National Cooperative Highway Research Program
NEC®	National Electrical Code®
NEMA	National Electrical Manufacturers Association
NMAC	New Mexico Administrative Code
NMDA	New Mexico Department of Agriculture
NMED	New Mexico Environment Department
NMSA	New Mexico Statutes Annotated
NMSSPWC	New Mexico Standard Specifications for Public Works Construction
NPDES	National Pollutant Discharge Elimination System
NTSC	National Transmission Standards Committee
OA	Observation Angle
OGFC	open-graded friction course
OSHA	Occupational Safety and Health Administration
PCC	portland cement concrete
PCCP	portland cement concrete pavement
PCI	Prestressed Concrete Institute
PCT	process control technician
PE-P	penetrating emulsified prime
PI	plasticity index
PTL	private testing Laboratory
PVC	polyvinyl chloride
QA	Quality Assurance
QC	Quality Control
QCT	Quality Control technician
QLA	Quality Level Assurance
RAP	reclaimed asphalt pavement
ROW	Right of Way
SSPC	Society of Protective Coating (formerly Steel Structures Painting Council)
SWPPP	storm water pollution prevention plan
TERO	Tribal Employment Rights Organization
TTCP	Technician Training and Certification Program
TV	target value
UBC™	Uniform Building Code™
UL	Underwriters Laboratories
USEPA	United States Environmental Protection Agency
UV	Ultraviolet
VMA	voids in mineral aggregate
VTM	voids in total mix
WMA	warm mix asphalt

### 101.3 SYMBOLS

Within the Specifications and Contract, reference to the English system of measurement

symbols is a reference to the U.S. Customary (Inch-pound) system.

Some of the symbols for units of measurement used in the Specifications and in the Bid Schedule are defined as shown in Table 101.3:1, "Measurement Symbols." The symbols for other units of measurement used in the Specifications are as defined in the various Specifications and tests referenced in the Specifications.

**Table 101.3:1  
Measurement Symbols**

<b>Physical Characteristic</b>	<b>Unit name</b>	<b>Symbol</b>
Length	Microinch	μin
	mil (0.001 inch)	Mil
	Inch	In
	Foot	Ft
	Yard	Yd
	Mile	Mi
Area	square inch	in <sup>2</sup>
	square foot	ft <sup>2</sup>
	square yard	yd <sup>2</sup>
	square mile	mi <sup>2</sup>
	Acre	Acre
Volume	Pint	Pt
	Quart	Qt
	Gallon	Gal
	cubic inch	in <sup>3</sup>
	cubic foot	ft <sup>3</sup>
	cubic yard	yd <sup>3</sup>
Mass (weight)	Ounce	Oz
	Pound	Lb
	ton, short (2,000 lb)	Ton
Temperature	degree Fahrenheit	°F
Time	Millisecond	Ms
	Second	S
	Minute	Min
	Hour	H
Speed	miles per hour	Mph
Pressure	pound-force per square inch	Psi

**Table 101.3:1  
Measurement Symbols**

<b>Physical Characteristic</b>	<b>Unit name</b>	<b>Symbol</b>
Power, energy and electricity	Watt	W
	Kilowatt	kW
	Milliampere	mA
	Ampere	A
	Volt	V
	Volt-ampere	VA
	Ohm	Ω
	Hertz	Hz
	Joule	J
	Lumen	Lm
	Footcandle	Fc
	Horsepower	Hp
Force	pound-force	Lbf
	1,000 pounds-force	Kip
Torque	pound-force foot	lbf•ft
Viscosity, dynamic	Centipoises	cP
	Poise	P
Viscosity, kinematic	Centistokes	cSt
Flow	gallons per minute	Gpm
Concentration	parts per million	Ppm
Inductance	Henries	H
Frequency, concrete consolidation	vibrations per minute	Vpm
Sound	Decibel, A-Scale	dbA

### 101.3.1 Engineer's Estimate Symbols

The measurement symbols shown on the Engineer's Estimate may differ from those found in the rest of Contract documents. Table 101.3.1:1, "Symbols for Engineer's Estimate," lists and defines the symbols found in both the Engineer's Estimate and Contract documents.



**Table 101.3.1:1**  
**Symbols for Engineer's Estimate**

<b>Symbol</b>	<b>Unit of measure or meaning</b>
LS	Lump Sum
EACH	Each
ALOW	Allowance
L.F.	Linear Foot
MILE	Mile
S.F.	Square Foot
S.Y.	Square Yard
SYIN	Square Yard Inch
ACRE	Acr
C.Y.	Cubic Yard
LB	Pound
TON	Ton

#### **101.4 TERMS AND DEFINITIONS**

Unless the context otherwise requires, if the following capitalized terms are used in the Contract documents and T/LPA correspondence, the intent and meaning shall be interpreted as follows:

**Acceptance.** (Also called **Accept, Accepted and Acceptable**) 1) The determination by the **T/LPA** that **Materials** and **Work** are in compliance with the **Contract**. 2) The process by which the **T/LPA** determines whether or not the quality of produced **Material** or **Work** is **Acceptable** pursuant to the **Contract**, including sampling, testing, certifications and assessment of test results. **Acceptance** shall not be construed as a warranty by the **T/LPA** that the **Contractor's** methods will succeed or will be the most efficient or economical method of accomplishing the **Work**, nor shall the term be construed that the actual **Materials** used in construction will perform as represented in test results supplied to the **T/LPA** by the **Contractor**.

**Addendum.** A change in the **Contract** issued after the **Advertisement** and before the **Bid Opening**.

**Advertisement.** A public announcement, as required by law, inviting **Bids** for **Work** to be performed or **Materials** to be provided. Also called **Invitation for Bids**.

**Apparent Low Bidder.** The **Bidder** who submits a **Total Bid Amount** that is numerically lower than the **Total Bid Amount** submitted by other **Bidders**, but who's **Bid** may later be subject to rejection, recalculation or other modification that may change the order of **Bidders**.

**Award.** The T/LPA's selection of a **Bidder's Bid** subject to the **Contractor's** and T/LPA's execution of the **Contract**.

**Base Course.** The layer or layers of specified **Material** placed on a **Subbase** or a **Subgrade** normally used to support a **Surface Course**.

**Basis of Payment.** The terms under which **Work** is paid, as a designated **Pay Item** in accordance with the quantity measured and the **Pay Unit**. Basis of Payment includes the performance of all **Work** and furnishing of all labor, **Equipment, Materials** and **Incidentals** described in the text of a specific item included in that **Contract**.

**Bid.** The offer of a **Bidder** for performing the **Work** at the prices quoted.

**Bidder.** An individual, partnership, firm, corporation, joint venture, or their authorized representative submitting a **Bid**.

**Bid Form.** The approved form on which the T/LPA requires **Bidders** to prepare and submit **Bids**.

**Bid Guaranty.** The security provided with a **Bid** to guarantee that the **Bidder** will enter into the **Contract** if the T/LPA **Accepts** its **Bid**.

**Bid Item (Contract Item, Pay Item).** A specifically described unit of **Work** for which a **Bidder** provides a **Bid Item Unit Price** and **Bid Item Price**. The **Bid Items** become **Contract Items** when the **Contract** is fully executed. The **Contract Items** become **Pay Items** when calculating **Progress Payments**.

**Bid Item Price.** The extended price established by the **Contractor** for each individual **Bid Item** on the **Bid Schedule** which is the product of the **Bid Item** quantity and the **Bid Item Unit Price**.

**Bid Item Unit Price.** The price established by the **Contractor** for each unit of an individual **Bid Item** on the **Bid Schedule**. A **Bid Item Unit Price** reflects a **Bidder's** actual and direct costs for the item plus a reasonable proportionate share of the **Bidder's** anticipated profit, overhead costs, and other indirect costs.

**Bid Opening.** A public reading of the properly submitted **Bids**, on a date established by the **Advertisement**.

**Bid Schedule.** Listing or table of **Bid Items** containing the estimated quantities for which **Bid Item Unit Prices** are invited.

**Borrow Pit.** A **Contractor** selected source outside the **Roadway Prism** from where suitable **Material** is obtained.

**Breakaway.** The ability of a system to yield at a predetermined impact force.

**Bridge.** A **Structure** having a length — as measured along the center of the **Roadway** — of more than 20 ft between undercopings of abutments or extreme ends of openings for multiple boxes or extreme ends of openings for Culverts placed in series with a spacing between Culverts not exceeding  $\frac{1}{2}$  the diameter, and carrying a pathway or **Roadway** over a depression or obstacle. It includes all appurtenances necessary to its proper use. The length of a **Bridge Structure** is the distance along the line of survey stationing back-to-back of backwalls of abutments, if present, or end-to-end of the **Bridge** floor, and in no case less than the total clear opening of the **Structure**. The **Bridge Roadway** width is that clear unobstructed width of **Bridge** deck available for vehicle use measured normal to the centerline of the **Bridge**.

**Business Hours.** **Business Hours** are the hours during the Day as established by the governing body of the **T/LPA** in which business is commonly conducted.

**Calendar Day.** Each and every **Day** shown on the calendar, beginning and ending at midnight. Also referred to as "**Day.**"

**Certificate of Compliance.** A certification, including a signature by a person having legal authority to act for the manufacturer, stating that the product, assembly, or **Material** to be incorporated into the **Project** was fabricated in accordance with and meets the applicable terms of the **Contract**.

**Change Order.** A **Change Order** is the only method authorized for changing the **Contract**. A written order, with or without the consent of the **Contractor**, implementing the **Contract** changes. A **Change Order** may consist of a **Supplemental Agreement** or **Field Sheet**.

**Chief Engineer.** The **Engineer** in charge of the design of **Projects**, acting either directly or through his duly authorized representatives, for the **T/LPA**.

**Chief Procurement Officer.** The person designated by the **T/LPA** who is responsible for the control of procurement of items of tangible personal property, services or construction. "**Chief Procurement Officer**" includes the **State** purchasing agent.

**Chill Factor.** The ambient temperature (in degrees Fahrenheit) minus wind velocity (in miles per hour).

**Claim.** A timely **Contractor** request or demand for a **Contract** adjustment, equitable adjustment, additional time or compensation and other contractual damages, **Delay** damages, an extension of **Contract Time**, certified pass-through **Subcontractor Claims**, or for any other remedy arising from a dispute, disagreement, or controversy concerning respective rights and obligations under the **Contract**.

**Commercial Material Source.** A **Material** source that has been utilized by a private producer in a commercial operation from which **Material** has been sold within the last 24 months before the date of the letting.

**Completion Dates. Contracts** may have the following **Completion Dates** as defined herein:

**Substantial Completion Date;**  
**Physical Completion Date;** or  
**Mandatory Completion Date.**

**Construction Maintenance Easement (CME).** A real property interest in land acquired by the **T/LPA** in conjunction with a **Highway, Street, or Road Project** to provide permanent access to private property to perform specific construction and maintenance functions.

**Construction Liaison Engineer (CLE).** An engineer employed by the **NMDOT** assigned to oversee each **T/LPA** administered **Project** to ensure compliance with Federal requirements throughout design and construction. The **CLE** will perform **Project** inspections on any/all **Project** files and will provide at a minimum a final inspection report on all **Projects**.

**Construction Zone.** The area within the **Right of Way** from the first traffic control sign announcing the **Road Work** to the last sign announcing the end of **Road Work** within which the **Contractor** shall perform construction activities.

**Contract.** The entire and integrated written agreement between the **T/LPA** and the **Contractor** setting forth the obligations of the parties, including, but not limited to, the performance of the **Work** and the **Basis of Payment**.

The **Contract** includes the **Advertisement, Required Documents for Bid Submittal, Standard Specifications, Supplemental Specifications, Special Provisions, Addenda, Notice To Contractors,** general and detailed **Plans, Standard Drawings,** and **Notice to Proceed** — also any **Change Orders** and agreements that are required to complete the construction of the **Work** in an **Acceptable** manner, including authorized extensions thereof, all of which constitute one (1) instrument.

**Contract Bonds.** The approved form of security executed by the **Contractor** and the **Contractor's Surety** or sureties. The performance bond guarantees complete execution of the **Contract** and all **Change Orders** pertaining thereto, and the payment bond guarantees payment of all legal debts pertaining to the construction of the **Project**.

**Contractor.** The individual, partnership, firm, corporation, or joint venture contracting with the **T/LPA** for performance of the **Work**.

**Contract Time.** The time specified in the **Advertisement** for completion of the **Contract**. This time may be defined as a specified fixed date(s), **Mandatory Completion Date**, a given number of **Working Days**, or a given number of **Calendar Days** or a combination of the

above. The **Contract Time** may be amended by a **Supplemental Agreement** to include authorized time extensions as the performance of the **Contract** requires.

**County.** The **County** in which the **Work** herein specified is to be done.

**Cultural Resource.** Any prehistoric or historic period artifact, site, building, **Structure**, material remains, or traditional use area resulting from, or associated with, human cultural activity. Historically important **Cultural Resources** are those eligible for inclusion on the National Register of Historic Places or placed on the New Mexico register of cultural properties either permanently or temporarily per NMSA 1978, Section 18-6-3 and the National Historic Preservation Act Section 106.

**Cultural Resource Professional.** An individual that is permitted to meet the requirements of the Cultural Properties Act, NMSA 1978, 18-6-1 through -17 and issued by the Cultural Properties Review committee with the concurrence of the **State** Archaeologist and the **State** historic preservation officer or appropriate tribal preservation officer, or federal land managing agency when applicable.

**Culvert.** Any **Structure** not classified as **Bridge** or casing that provides an opening under a **Roadway**.

**Critical Path.** The longest continuous sequence of activities through the **Project** schedule that establishes the minimum overall **Project** duration to **Substantial Completion**.

**Critical Path Method Schedule.** A network based method to represent the **Contractor's** plan for constructing the **Project**. The **Critical Path Method Schedule** consists of two primary components 1) Activities that represent the entire **Project** scope of **Work** and 2) logic relationships that connect the activities to one another to determine the sequence of **Work**.

**Day. Calendar Day.**

**Delay.** Any event, action, force or factor that negatively impacts the **Critical Path** on the **Project**, whether it be excusable, inexcusable, nonexcusable, concurrent, compensable or noncompensable.

**Deleterious Material.** Unacceptable **Material** detrimental to the final product.

**Detour.** A temporary route for traffic (vehicular or otherwise) around a closed portion of a **Project**.

**Debarment.** Any final order of the secretary of the New Mexico General Services Department - **State** Purchasing Division, that denies a **Contractor** the right to **Bid** or offer to enter into a **Contract**, other than a contract for **Professional Services**, with the **State** purchasing agent or any company (entity) or individual that has been declared ineligible to receive Federal **Contracts** or certain subcontracts and from certain types of Federal financial and

nonfinancial assistance and benefits that is listed in the System for Award Management (SAM) electronic roster.

**District.** The six **Highway** construction **Districts** established by the **NMDOT** for the purpose of executing the **NMDOT's** construction, maintenance, and administrative activities.

**District Engineer.** The **Engineer** in charge of a **NMDOT District**.

**Embankment.** The portion of a **Roadway** that is below the **Subbase**, **Base Course**, and **Surface Courses** and that is built up in layers consisting principally of soil and broken rock or a combination thereof.

**Engineer.** Whenever the word "**Engineer**" is used in these General Conditions is shall be understood as referring to the licensed professional **Engineer** in the **State** of New Mexico designated by the T/LPA to be in charge for the T/LPA, acting personally or through any assistants duly authorized by the **Engineer**.

**Entrance Angle (EA).** The angle between the reference axis and the axis of incident light (Counter-clockwise rotation of the reference axis relative to the axis of incident light is considered positive.)

**Environmental Professional.** An individual qualified to perform **Hazardous Material** investigations. This individual must possess the qualifications described in 40 C.F.R. Section 312 Subpart C, the USEPA's Standards and Practices for All Appropriate Inquiries.

**Environmental Bureau Manager.** The individual in charge of the Environmental Bureau of the **NMDOT**.

**Environmental Geology Bureau Manager.** The individual in charge of the Environmental Geology Bureau of the **NMDOT**.

**Environmental Resource.** The physical and biological components of the human and natural environment.

**Environmental Specialist.** An individual with at least four (4) years of full-time paid experience in environmental investigations, including analyzing and preparing documentation needed to meet the FHWA approval requirements for the National Environmental Policy Act and related legislation.

**Equipment.** All machinery, tools, and **Equipment**, together with the necessary supplies for upkeep and maintenance, necessary for the construction and completion of the **Contract**.

**Extra Work.** **Work** not provided for in the **Contract** but found by the **Project Manager** to be essential to the satisfactory completion of the **Contract** within its intended scope.

**Fabricator.** A **Supplier** that fabricates or supplies **Structural Steel** or other structural items.

**Field Sheet.** A type of **Change Order** that does not require a **Contractor's** signature.

**Final Acceptance:** The **T/LPA's** payment of the balance due on the final payment voucher.

**Free Float:** The amount of time identified in a specific activity that can be delayed without causing a delay to successor activities.

**Total Float or Float:** The amount of time that an activity can be **Delayed** without causing a **Delay** to the **Critical Path** or negatively impacting the **Project Completion Date**.

**Force Account.** The **Basis Of Payment** for the directed performance of **Work**, with payment based on the actual cost of labor, **Equipment**, and **Materials**, and including various constant additives.

**Fractured Face.** At least one-half of the projected particle area exhibits a rough, angular, or broken texture with well-defined edges.

**General Office.** The **T/LPA's** main place of business unless otherwise designated by the **T/LPA**.

**Hazardous Materials.** Any substance, product, waste, or other **Material** of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to all applicable laws all as amended, or any other federal, **State**, or local statute law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or **Material**.

**Highway, Street, or Road.** A general term denoting a public way for purposes of vehicular or pedestrian travel.

**Holiday.** Any day recognized as a paid legal **Holiday** for the employees of the **T/LPA**.

**Independent Assurance.** A construction management tool in which a third party, not directly responsible for process control or **Acceptance**, provides an independent assessment of the **Work, Materials**, or the reliability of test results obtained from process control and **Acceptance** testing.

**Incentive/Disincentive Provision.** Predetermined adjustments to the **Contract** price.

**Incidental.** Occurring or likely to occur at the same time or as a result of other items of **Work** as specified in the **Contract** for which no separate or additional payment will be made. Unless otherwise indicated in the **Contract**, **Incidental** costs shall be included in the **Contractor's**

**Bid Item Unit Price** for **Bid Item** 621000 Mobilization.

**Indian Tribe.** Any **Indian Tribe**, band, nation, or other organized group or community that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Inspector.** Individual assigned to make detailed inspections of **Contractor's Work**.

**Job Mix Formula (JMF).** The combined aggregate gradation and the percentage of each **Material** component in the mix.

**Laboratory.** A testing **Laboratory** of the **T/LPA, Contractor** or any other testing **Laboratory** that is AMRL Certified.

**Landscape Architect.** The individual designated to in charge of Landscape Architecture for the **T/LPA**.

**Lighting and Signal Engineer.** The **Engineer** in charge of the **T/LPA's** signal and lighting design.

**Local Public Agency (LPA).** A municipality, **City, County**, village, special authority or any other instrumentality of a local government sponsoring a federally funded transportation **Project** and determined to be qualified to assume the administrative responsibilities for such **Project** by the **NMDOT**.

**Luminaire (Luminaries).** A lighting device designed to illuminate the surface of a specific area from a mounting on a **Standard**, including the housing, optical control, lamps, and necessary ballasts.

**Lump Sum.** The price **Bid** by a **Contractor** as a single amount for a complete **Contract Item** as defined by the specifications, or price proposed by a **Contractor** as a single amount for the performance of **Extra Work**.

**Major Contract Item.** Any item, excluding mobilization, having a **Bid Item Price** of ten percent (10.0%) or more of the **Total Bid Amount** for the **Contract**, minus the amount **Bid** for mobilization.

**Mandatory Completion Date.** The date on which the **Project** shall be completed. This may be either **Substantial Completion** or **Physical Completion** as specified in the **Contract**. If neither is specified, it shall mean "**Substantial Completion**."

**Materials.** Any substances specified for use in the performance of the **Work**.

**Median.** That portion of a **Highway, Street or Road** separating the **Traveled Way** for traffic in



opposing directions.

**Method of Measurement.** The method in which a **Pay Item** is measured to conform with the **Pay Unit**.

**NMDOT.** The New Mexico Department of Transportation as constituted under the laws of the **State** for the administration of transportation **Work**. Per the Stewardship and Oversight Agreement between FHWA New Mexico Division and **NMDOT**, the **NMDOT** is responsible and accountable for T/LPA compliance with all applicable Federal laws and regulations.

**Nominal Maximum Sieve.** One (1) sieve size larger than the first sieve that retains ten percent (10%) or more of a given **Material**.

**Non-Conformance. Contractor's** failure to comply with the **Contract. Non-Conformances** are subject to a withholding of 25% of the **Progress Payment. Non-Conformance** withholdings will be paid at the subsequent **Progress Payment** following resolution of all **Non-Conformances**.

**Notice of Preliminary Award of Contract.** The **T/LPA's** written notification issuing preliminary **Award** that is provided before the **Contractor** and the **T/LPA** execute the **Contract**.

**Notice to Proceed.** Written notice to the **Contractor** to proceed with the **Contract Work** including the beginning date of **Contract Time**.

**Notice to Contractors.** An addition to the **Contract** made prior to Advertisement.

**Observation Angle.** The angle between the axis of incident light and the observation axis.

**Partial Suspension.** The suspension of **Work** on some, but not all **Contract Items**.

**Pavement Structure.** The combination of **Subbase, Base Course, and Surface Course** placed on a **Subgrade** to support and distribute the traffic load to the **Roadbed**.

**Pay Adjustment.** An adjustment to a payment for a specific portion of the **Work** based on the quality of the **Work** performed by the **Contractor** and **Accepted** by the **T/LPA**. Other **T/LPA** documents may refer to this term as disincentives, incentives, pay reductions, price adjustments, and/or price reductions.

**Pay Unit.** The unit of measurement for **Acceptable Work**.

**Petrographer.** Individual with credentials in the study of petrography.

**Physical Completion.** All the **Work** is physically completed on the **Project** and is **Accepted** by the **District Coordinator**. All documentation required by the **Contract** and by law shall be

furnished by this date.

**Pit Agreement.** An agreement between the **Contractor** and property owner to provide **Material**.

**Plans.** The Professional **Engineer** stamped and approved **Contract** drawings showing profiles, typical cross sections, that shows the location, character, dimensions, and general or specific details of the **Work** to be done or exact reproductions of the same.

**Post Construction Plans.** Final drawings reflecting **Work** and quantities performed under the **Contract**.

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

**Pre-Cast Inspector.** The **T/LPA's** authorized representative as indicated in the **Contract**.

**Pre-Construction Conference.** A meeting between the **T/LPA** and the **Contractor** prior to any **Work** taking place to review and discuss **Contract** requirements.

**Pre-Deck Conference.** A meeting between the **T/LPA** and the **Contractor** prior to the commencement of deck placement operations to review, discuss and coordinate the **Work** associated with the deck placement.

**Pre-Drilled Shaft Conference.** A meeting between the **T/LPA** and the **Contractor** prior to the commencement of drilling operation to review, discuss and coordinate the **Work**.

**Pre-Fabrication Conference.** A meeting between the **T/LPA** and the **Contractor** prior to any fabrication **Work** taking place.

**Pre-Pave Conference.** A meeting between the **T/LPA** and the **Contractor** prior to the commencement of paving operations to review, discuss and coordinate the **Work** associated with paving operations.

**Pre-Pile Driving Conference.** A meeting between the **T/LPA** and the **Contractor** prior to the commencement of pile driving operations to review, discuss and coordinate the **Work**.

**Pre-Seeding Conference.** A meeting between the **T/LPA** and the **Contractor** prior to the commencement of seeding operations to review, discuss and coordinate the **Work**.

**Professional Service.** Is a service provider that may or may not be a **Subcontractor**, who provides a specialized service requiring professional licensure by the **State** of New Mexico, e.g. Professional **Engineers**, Professional Surveyors and Attorneys. The **Professional Service** distinction in this **Contract** is separate from the professional service definition in the Department of Workforce Solutions regulations.

**Profile Grade.** The location of the **Profile Grade** will be designated by the **T/LPA** and shown on the **Plans**. The profile grade line is usually the centerline and elevation to which the **Roadway** will be built. The **Profile Grade** may be used to designate the gradient and elevation of other construction features such as tops of curb, channels, **Sidewalks**, etc.

**Progress Payment.** A monthly payment, including zero dollar (\$0.00), provided by the **T/LPA** to the **Contractor** for **Work**, subject to adjustment by the **T/LPA**.

**Project.** The specific section of property on which **Work** is to be performed as specified in the **Contract**.

**Project Manager.** Wherever the term “Project Manager” is used it shall refer to the person, or his designee, assigned by the T/LPA to facilitate the construction **Contract** for the T/LPA.

**Project Limits.** The beginning of the **Project** (BOP) to the end of the **Project** (EOP) as designated in the **Contract**.

**Punch List.** A list, prepared by the **Project Manager**, of corrective **Work** items not conforming with the **Contract** and to be completed by the **Contractor**. The final **Punch List** is provided after **Substantial Completion** but before **Contractor’s** request for final inspection. The **Punch List** is limited to items of the **Work** that are necessary to correct minor imperfections, deficiencies and deviations from the requirements of the **Contract** but which have no material or adverse effect on the full operability of the **Project** for its intended purpose and may be safely and effectively used by the public without **Delay**, disruption, or impediments.

**Quality Assurance (QA).** The **T/LPA’s** sampling, testing, inspection, and other activities to determine payment and make **Acceptance** decisions. Includes **Quality Control**, **Acceptance** by the agency, and use of qualified **Laboratories** by both parties.

**Quality Control (QC).** The **Contractor’s** actions and considerations necessary to assess production and construction processes so as to control the level of quality being produced in the end product. **Quality Control** includes sampling and testing by the **Contractor** to monitor and adjust its process. **Quality Control** does not include **Acceptance** sampling and testing by the **T/LPA**.

**Quality Level Analysis (QLA).** Is equivalent to **QC/QA**.

**Required Documents for Bid Submittal.** Those documents specified for Bid Submittal including,

but not limited to, **Advertisement, Bid Form, Bid Schedule, Bid Guaranty**, Bidder's List of Quoters, Non-Debarment Certification, Pay Equity Acknowledgment, Disadvantaged Business Enterprise Goal Form A-585, Subcontractor's Fair Practices Act Compliance.

**Resource Loading.** The **Contractor's** assigning of resources necessary to develop an **Acceptable Critical Path Method Schedule** for the **Project**. **Resource Loading** shall include personnel, production rates, **Contract** dollars earned, **Materials**, facilities and **Equipment** associated with each activity within the CPM.

**Lowest Responsible Bidder.** The **T/LPA** determined **Bidder** who submits the lowest adjusted and **Responsive Bid**. The **Bidder** shall also be responsible and when required furnish information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property as described in the **Advertisement**.

**Responsive Bid.** A **Bid** which conforms in all material respects to the requirements set forth in the **Advertisement** and the **Contract**. Material respects of a **Bid** include but are not limited to price, quality, quantity or delivery requirements.

**Right of Way (ROW).** A general term denoting land or property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

**Roadbed.** The graded portion of the **Highway, Street or Road**, with top and side slopes prepared as a foundation for the **Subgrade, Pavement Structure**, and **Shoulders**.

**Roadway.** A general term denoting the **Traveled Way** and the **Shoulders**.

**Roadway Prism.** The **Roadway** construction limits within the outside limits of the side slopes.

**Shop drawings.** **Contractor, Supplier or Fabricator**-furnished drawings or sets of drawings typically required for **T/LPA** review and approval of **Work** components. **Shop Drawings** shall include detailed information to compare to the **Contract** for approval prior to fabrication.

**Shoulder.** The portion of the **Roadway** contiguous with the **Traveled Way** for accommodation of stopped vehicles, for emergency use, and for lateral support of **Base** and **Surface Courses**.

**Sidewalk.** That portion of the **Roadway** primarily constructed for use by pedestrians.

**Signal Assembly.** A housing containing the required illuminated **Traffic Signal** indications (vehicular and pedestrian) mounted on a **Standard**.

**Special Provisions.** Additions and revisions to the **Standard** and **Supplemental Specifications**

covering conditions applicable to an individual **Project**.

**Specifications.** A general term applied to all written provisions and requirements pertaining to performance of the **Work**.

**Specific Intensity.** Candlepower of the returned light at the chosen **Observation** and **Entrance Angles** for each lumen per square meter, foot-candle of illumination at the reflector on a plane perpendicular to the incident light.

**Standard.** In traffic lighting, a pole-type **Structure** that supports and positions signal and lighting devices, including arms, mounting hardware, and lowering and **Breakaway** devices as required by the **Contract**.

**Standard Drawings.** Detailed drawings for specific items of **Work** approved for repetitive use.

**Standard Specifications.** The **NMDOT's** book of **Specifications** approved for use in the construction of Public Works Projects.

**State.** The State of New Mexico acting through its authorized representatives.

**State Geotechnical Engineer.** The **Engineer** in charge of the **NMDOT's** Geotechnical Engineering/Exploration Section of the **State** Materials Bureau.

**State Pavement Engineer.** The **Engineer** in charge of the **NMDOT's** Pavement Management and Design Bureau.

**Structures.** Buildings, **Bridges**, **Culverts**, catch basins, drop inlets, retaining walls, cribbing, manholes, end-walls, sewers, service pipes, under drains, foundation drains, and other such features that may be encountered in the **Work**.

**Structural Steel.** Steel shapes, plates, H-piling, sheet piling, and any other items identified in the **Contract**.

**Subbase.** The layer or layers of specified **Material** thickness placed on a **Subgrade** to support **Surface Courses**.

**Subcontractor.** An individual, partnership, firm, corporation, or joint venture, at any tier, other than a **Trucker**, who is performing **Work** on the **Project**. A **Subcontractor** has no privity of **Contract** with the **T/LPA** and has no direct or indirect cause of action against the **T/LPA** for any **Claim** or cause of action, including nonpayment by the **Contractor**, arising out of the **Project**.

**Subgrade.** The portion of the **Roadbed** prepared as a foundation for the **Pavement Structure**.

**Substantial Completion.** The **Day** following the last charged **Day** and when all the following items are met:

1. All **Critical Path** activities on the **Project** have been completed and deemed **Acceptable**;
2. The **Project** is complete such that it can be safely and effectively used by the public;
3. The **Contractor** has requested a determination of **Substantial Completion** from the – **District Coordinator**; and
4. The **District Coordinator** has made a determination that the **Project** is **Substantially Complete**.

For safe and effective use by the public, it is the point at which all the following **Work** is complete (or as otherwise defined in the **Contract**):

- **Bridge deck**;
- **Pavement Structure**;
- **Shoulder**;
- Permanent signing;
- A minimum of one (1) application of striping;
- Traffic barrier;
- Signalization and Lighting; and
- Safety appurtenances.

**Substructure.** The **Bridge** below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

**Superintendent.** The **Contractor's** agent authorized in writing to be in responsible charge of the **Project**.

**Superstructure.** The entire **Bridge** except the **Substructure**.

**Supplemental Agreement.** A type of **Change Order** that may require **Contractor** signature.

**Supplemental Specifications.** Approved additions and revisions to the **Standard Specifications**.

**Supplier.** Any individual, partnership, firm, corporation, or joint venture that manufactures, fabricates or supplies **Materials** to be incorporated into a construction **Project** but who performs no actual **Work** on the **Project** site.

**Surety.** The corporation, partnership, or individual, other than the **Contractor**, executing a bond furnished by the **Contractor**.

**Surface Course.** Layer or layers of a **Pavement Structure** designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects

of climate.

**Surfacing Pit.** A source from which suitable **Material** for the production of **Surface Course** aggregate is obtained.

**Temporary Construction Permit (TCP).** A temporary interest in land acquired in conjunction with a **Project** to provide for the temporary use of private property for the duration of the **Project** to perform construction activities as designated in the **Contract**.

**Technical Irregularity.** A minor informality or irregularity that is not a material defect of a **Bid**, that is a matter of form that can be waived without prejudicing other **Bidders**, or result in a change to the order of **Bidders**.

**Termini.** A general term used to describe the **Project Limits**, and including the beginning and end of the **Project**, its **Right of Way**, pit sites, haul **Roads**, and temporary and permanent construction or maintenance easements.

**Tribal/Local Public Agency (T/LPA).** A Federally recognized **Indian Tribe**, a municipality, **City**, **County**, village, or other special authority sponsoring a federally funded transportation **Project** and determined to be qualified to assume the administrative responsibilities for such **Project** by the **NMDOT**.

**T/LPA District Coordinator.** **NMDOT** person assigned to coordinate and work directly with the **T/LPA** and the **NMDOT** Bureaus, Divisions, and Offices during construction.

**T/LPA Region Coordinator.** **NMDOT** person assigned to coordinate and work directly with the **T/LPA** and the **NMDOT** Bureaus, Divisions, and Offices during design.

**Total Bid Amount.** The sum of all the **Bid Item Prices** on the **Bid Form**. The **Total Bid Amount** represents the total cost of performing all the **Work** described in the **Contract** based upon estimated quantities.

**Total Original Contract Amount.** The total amount **Bid** as compensation for the **Contract**.

**Town, City, County or District.** Subdivisions of the **State** used to designate or identify the location of the proposed **Work**.

**Traffic Lanes.** See **Traveled Way**.

**Traffic Services Engineer.** The **T/LPA's** representative for traffic engineering.

**Traffic Signal.** The complete installation of a traffic control system at an intersection, including the illuminated signal indications, supports, electrical controls, and distribution system.

**Traveled Way.** The portion of the **Right of Way** designated for the movement of vehicles, exclusive of **Shoulders** and Auxiliary Lanes.

**Trucker** (Also called Trucking, Trucking Deliveries, Deliveries and Hauling). A **Trucker** is an individual, partnership, firm, corporation, or joint venture that transports or delivers **Materials** to and from the **Project** and does not perform **Work** on the **Project** site. A **Trucker** transports, but does not place, **Materials** (i.e. pit **Materials**, plant **Materials**, fabricated **Materials**, demolished and milled **Materials**, trash and waste **Materials**).

**Unbalanced Bid.** A **Bid** containing **Bid Item Unit Prices** that are unbalanced, to the potential detriment of the **T/LPA**. There are two types of **Unbalanced Bids**; (1) mathematically unbalanced and, (2) materially unbalanced. The mathematically **Unbalanced Bid** is a **Bid** containing **Lump Sum** or unit **Pay Items** which do not reflect reasonable actual costs plus a reasonable proportionate share of the **Bidder's** anticipated profit, overhead costs and other indirect costs but not necessarily to the detriment of the **T/LPA**. These costs should be related to the performance of the items in question. The materially **Unbalanced Bid** is a mathematically **Unbalanced Bid** which the **T/LPA** determines leaves reasonable doubt that **Award** will result in the lowest ultimate cost to the **T/LPA** or that **Award** is in the public interest.

**Value Engineering Cost Proposal.** A **Contractor**-provided form that details an alternative to the **Work** methods or **Materials** specified in the **Contract** that establishes a better or approved-equal product or result without affecting the functional purpose of the **Work** being revised, and that produce a net savings to the **T/LPA**.

**Work.** The providing of all documentation, supervision, labor, **Materials**, **Equipment**, transportation, and other **Incidentals** necessary for the successful completion of the **Project**, the successful completion of **Pay Items**, and the carrying out of the duties and obligations imposed by the **Contract**.

**Working Day.** Every **Day** except Saturdays, Sundays, and **Holidays**. Based on a review of weather conditions and the actual **Work** performed by the **Contractor**, the **Project Manager** will determine (between the end of the **Day** and noon of the next **Day**) if the **T/LPA** will charge a **Working Day**. If the **Contractor Works** for six (6) or more hours on a Saturday, Sunday, or **Holiday**, a **Working Day** will be charged.

**Working Drawings.** **Contractor**-furnished documents including, but not necessarily limited to:

1. Stress sheets;
2. Shop Drawings;
3. Bending diagrams for reinforcing steel;
4. Plans for erection, false **Work**, frames **Work**, cofferdams, and other items; and
5. Such other similar data required for the successful completion of the **Work**.



## **SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS**

### **102.1 RESERVED**

### **102.2 PREQUALIFICATION**

Prequalification of Bidders is a condition for submitting a Bid as authorized by the New Mexico Procurement Code, NMSA 1978, § 13-1-82 and 13-1-134 (1984, amended 2011).

Bidders shall be prequalified in accordance with 18.27.5 NMAC.

### **102.3 SUSPENSION AND DEBARMENT**

The T/LPA may suspend, debar, reject a Bid as non-responsive, prohibit from the performance of Work, or terminate a Contract with any Bidder, Contractor, Subcontractor, at any tier, Suppliers, individual officers, directors in accordance with NMSA 1978, § 13-1-177 to 13-1-180 (1984, as amended 2011) and 1.4.7 NMAC or local ordinance. If an Indian Tribe or a LPA exempted from the Procurement Code pursuant to Section 13-1-98.K NMSA 1978 are authorized to do so under applicable law, the entity may suspend, debar, reject a Bid as non-responsive, prohibit from the performance of Work, or terminate a Contract with any Bidder, Contractor, Subcontractor, at any tier, Suppliers, individual officers, directors.

### **102.4 REQUIRED DOCUMENTS FOR BID SUBMITTAL**

The T/LPA will make available to prospective Bidders the Required Documents for Bid Submittal. The Project's Required Documents for Bid Submittal are those specified in the Contract's Index of Required Documents for Bid Submittal.

### **102.5 REJECTION OF BIDS**

#### **102.5.1 Mandatory Rejection of Bids**

The T/LPA reserves the right to reject any or all Bids, to waive technicalities, or to advertise for new Bids if, in the judgment of the T/LPA, the best interests of the public and the T/LPA would be promoted thereby. The T/LPA will reject Bid(s) for the following reasons:

1. A Bidder is not Prequalified;
2. A Bidder is determined to be a non-Responsible Bidder;
3. A Bidder fails to comply with any requirement in the Contract documents;
4. A Bidder omits any portion of the Required Documents for Bid Submittal when submitting its Bid;
5. A Bidder adds provisions reserving its right to Accept or reject an Award, or reserving its right to refuse to enter into a Contract after an Award;
6. A Bidder defaults under a previous Contract, including Contracts with other public entities;

7. The Bidder or its principals, individual officers or corporate directors are presently suspended, debarred, declared ineligible, or voluntarily excluded from bidding;
8. The T/LPA issued a notice of proposed Suspension or Debarment to the Bidder and the Bidder failed to timely respond to the notice of proposed Suspension or Debarment;
9. A Bidder submits more than one (1) Bid for the same Project control number;
10. A Bid Item Unit Price results in an Unbalanced Bid. The T/LPA may require the Apparent Low Bidder to detail and justify in writing how its prices were determined;
11. A Bidder contacts or communicates with any member of the T/LPA's governing body or any T/LPA personnel responsible for Bid review or the Award of the Contract in relation to the Bid review or Award process before the T/LPA's execution of the Contract, except for a response to an inquiry from the T/LPA's Chief Procurement Officer; or
12. A Bidder is subject of a judgment or verdict imposing a civil or criminal penalty under either the Federal False Claims Act or the New Mexico Fraud against Taxpayers Act.

### **102.5.2 Discretionary Rejection of Bids**

The T/LPA may reject Bid(s) for the following reasons:

1. A Technical Irregularity exists;
2. A Bid Item Unit Price or Total Bid Amount differs significantly from the Engineer's Estimate or from other Bids;
3. A Bidder is responsible for uncompleted Work that might reasonably be expected to hinder or prevent the prompt completion of additional Work;
4. A Bidder fails to timely pay, satisfactorily settle, or provide security for the payment of Claims for labor, Equipment, Materials, supplies, or services legally due on previous or ongoing Contracts;
5. A Bidder performs previous Work unsatisfactorily, or fails to comply with Section 108.4, "Unsatisfactory Progress of Work;"
6. The T/LPA issues a notice of proposed Suspension or Debarment to the Bidder;
7. Evidence exists of collusion among Bidders or prospective Bidders; If the T/LPA becomes aware of an error in the quantity of a Bid Item shown in the Bid Schedule, Plans, or other Contract documents which may call into question the T/LPA's ability to determine which Bid will result in the lowest ultimate cost to the T/LPA;
8. To redesign the Project or change the Contract;
9. A potential benefit to the public or the T/LPA exists if the Contract is re-advertised; or when it is in the best interests of the public or the T/LPA.

### **102.6 INTERPRETATION OF QUANTITIES**

The quantities appearing in the Contract are approximate only and are prepared for the comparison of Bids. Payment to the Contractor shall be made only for the actual quantities of Work performed and Accepted, or Materials furnished, or as otherwise specified (e.g., Computed Quantities) in the Contract.

## **102.7 EXAMINATION OF CONTRACT, SITE OF WORK, AND REQUESTS FOR CONTRACT INTERPRETATION**

1. The submission of a Bid shall be considered conclusive evidence that the Bidder has exercised Pre-Bid Due Diligence and Accepts the conditions to be encountered in performing the Work and Accepts the provisions and requirements of the Contract.
2. When available, subsurface investigation records related to the Project will be provided by the T/LPA with the Bid package. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any Material between or around test borings. If Bidders use this information in preparing a Bid, it is used at its own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from such information. If the Bidder requires additional information other than what the T/LPA furnished the Bidder may, at its own expense, and with T/LPA approval perform its own site investigation. The T/LPA providing subsurface investigation information does not relieve the Bidder from considering geotechnical data from previous Projects performed by the Bidder in the vicinity of the Project, and determining how subsurface conditions may affect the means, methods and cost of the Work. "The Bidder shall carefully study and compare all Contract documents and shall immediately report to the Chief Procurement Officer any error, inconsistency or omissions that may be discovered."

### **102.7.1 Requests for Contract Interpretation**

1. Requests for Contract interpretation shall be in writing, addressed to the Chief Procurement Officer and must be received by the Chief Procurement Officer at least 72 hours before the Bid Opening time in the Advertisement in order to receive a written response to the request. Questions received after the designated period may not be considered. The T/LPA will not be bound by any statement or representation concerning the Work unless it is included in the Contract. The Bidder shall only rely on written responses from the Chief Procurement Officer and oral responses, explanations, interpretations, or instructions given before the Bid Opening by the T/LPA, its employees or agents, are not binding. Any response made by the T/LPA will be provided in writing to all Bidders by Addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued by the T/LPA by monitoring the T/LPA's website. Written responses from the Chief Procurement Officer will be posted on the T/LPA's website. Written responses will be provided, whenever practicable, no later than twenty-four (24) hours prior to Bid Opening.
2. The Bidder shall take no advantage of any error or omission in the Contract. In the event the Bidder discovers an error or omission, the Bidder shall notify the Chief Procurement Officer in writing. The Bidder also agrees that it will make no Claim because of misinterpretation or misunderstanding of the Contract or because of lack of information; and,

3. If a written response by the T/LPA to a request for Contract interpretation is not provided, the Bidder shall Bid the Contract according to the Contract documents.

### **102.8 PREPARATION OF BID**

1. Submit the Bid as provided in the Advertisement;
2. Specify a Bid Item Unit Price for each Bid Item, except when a Bid Item Unit Price is established by the T/LPA;
3. Show the amounts for the respective Bid Item Unit Prices to a maximum of three (3) decimal places. Round additional decimal places in excess of three (3);
4. Exclude the applicable State GRT, local option tax, Indian business tax, TERO tax, and other tax imposed by a tribal government. The T/LPA will pay the applicable tax or increase in the applicable tax effective after the Contract is executed by the T/LPA;

If no Bid Item appears on the Bid Schedule for any Work or Materials required or specified by the Contract, such Work and Materials shall be Incidental to the Contract and the cost of such Work shall be included in any Bid Item(s) related to or associated with such Work. For the convenience of the Contractor, some Contract documents may specify Work which is incidental; identification of such incidental items of Work is not all-inclusive.

### **102.9 INNOVATIVE INCENTIVE/DISINCENTIVE PROVISIONS**

The T/LPA reserves the right and may include innovative Incentive/Disincentive Provisions in the Contract.

### **102.10 RESERVED**

### **102.11 BID GUARANTY**

A Bidder shall submit with the Bid, a Bid Guaranty in the amount of five percent (5%) of the Total Bid Amount. The requirement of the Bid Guaranty is to ensure that the Bidder will promptly execute the Contract in accordance with the Advertisement and in the manner and form required by the Contract Documents and that the Bidder will furnish good and sufficient Contract Bonds and required insurance. The Bid Guaranty shall be in the form in the Required Documents for Bid Submittal. The Bid Guaranty will remain in force up to 30 Days after Bid Opening, or until Award of Contract as it may be extended by the T/LPA, notice of which extension(s) to the surety is hereby waived.

### **102.12 RESERVED**

### **102.13 RESERVED**

### **102.14 WITHDRAWAL OF BIDS**

### **102.14.1 Bidder**

A Bidder may withdraw its Bid before Bid Opening. A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bids as the place where Bids are to be received.

Once a Bid Opening has commenced at the date, time and place designated in the Advertisement Bids may not be withdrawn and no modifications in Bid prices or other provisions of Bids shall be permitted. After Bid Opening, a Low Bidder alleging a material mistake of fact which makes his Bid nonresponsive may be permitted to withdraw its Bid if:

1. the mistake is clearly evident on the face of the Bid document; or
2. the Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

### **102.14.2 Procurement Officer**

Any decision by a procurement officer to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision.

### **102.15 RESERVED**

### **102.16 RESERVED**

## **SECTION 103: AWARD AND EXECUTION OF CONTRACT**

### **103.1 CONSIDERATION OF BIDS**

The Chief Procurement Officer shall review, evaluate Bids and make recommendations for rejection or issuance of the Notice of Preliminary Award. The Chief Procurement Officer will review the Bid Item Unit Pricing to determine if the Bid Item Unit Pricing is responsive, unbalanced either materially or mathematically, or any other abnormalities exist. The T/LPA reserves the right to request justification from the Bidder for any aspect relating to its Bid and the Bidder shall respond to the request. The results of the completed analysis will be available to the public after the T/LPA issues the Notice of Preliminary Award of Contract letter.

If two (2) Contractors submit identical lowest Total Bid Amounts, the T/LPA shall Award by lottery to one of the identical Low Bidders or reject all Bids and resolicit Bids. An Invitation for Bids may be canceled or any or all Bids may be rejected in whole or in part when it is in the best interest of the T/LPA. A determination containing the reasons for cancellation shall be made part of the procurement file. If no Bids are received or if all Bids received are rejected, then new invitations for Bids shall be requested. Any or all Bids may be rejected when it is in the best interest of T/LPA at any time prior to execution of the Contract. A determination containing the reasons for cancellation shall be made part of the procurement file. If all Bids are rejected the T/LPA may issue a new Advertisement.

### **103.2 NOTICE OF PRELIMINARY AWARD OF CONTRACT**

Except as described in Section 103.3, "Bidding Dispute Resolution Procedures," the T/LPA will issue the Notice of Preliminary Award of the Contract within 30 Days after Bid Opening to the Lowest Responsible Bidder. Bidders may agree to a later Notice of Preliminary Award time if requested to do so by the T/LPA, failure to agree to a later Notice of Preliminary Award time as requested by the T/LPA will be deemed the Bidder's withdrawal of its Bid. The Notice of Preliminary Award letter, if it is mailed within 30 Days of the Bid Opening, shall bind the Lowest Responsible Bidder to Accept the Contract or to reject the Contract and forfeit the Bid Guaranty it has provided.

### **103.3 BIDDING DISPUTE RESOLUTION PROCEDURES**

#### **103.3.1 Right to Protest**

Any bidder who is aggrieved in connection or Award of a contract may protest to the Chief Procurement Officer. The protest shall be submitted in writing within fifteen Calendar Days after knowledge of the facts or occurrences giving rise to the protest. Upon the filing of a timely protest, the Chief Purchasing Officer shall give notice of the protest to the Bidder if Award has been made or, if no Award has been made, to all Bidders who appear to have a substantial and reasonable prospect of receiving an Award if the protest is denied.

### **103.3.2 Authority to Resolve Protests**

The Chief Procurement Officer shall have the authority to resolve protests. the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder. The Chief Procurement Officer shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder. This authority shall be exercised in accordance with regulations promulgated by the T/LPA but shall not include the authority to Award money damages or attorneys' fees.

### **103.3.3 Protest Determination**

The Chief Procurement Officer shall promptly issue a determination relating to the protest. The determination shall:

1. state the reasons for the action taken; and
2. inform the protestant of the right to judicial review of the determination pursuant to Section 156 [13-1-183 NMSA 1978] of the Procurement Code.

A copy of the determination shall immediately be mailed to the protestant and other Bidders involved in the procurement.

### **103.4 CANCELLATION OF AWARD**

The T/LPA may reject all Bids, rescind the Notice of Preliminary Award of Contract, and cancel the Award of any Contract at any time prior to the execution of the Contract by all parties without incurring liability where such cancellation is deemed by the T/LPA to be in the best interests of the T/LPA. No Bidder has a contractual, equitable, implied, or any other right to the Contract until executed by both parties.

### **103.5 RESERVED**

### **103.6 CONTRACTOR EXECUTED CONTRACT**

The T/LPA will provide the Contract to be executed by the Contractor and returned to the T/LPA. The Contractor shall return the signed Contract with Contract Bonds and other documents required by the Notice of Preliminary Award letter within the 15 Days from the date of the letter. The Contract Bonds shall become binding upon Contract execution.

The value of each bond shall equal the Total Original Contract Amount.

All Contract Bonds shall be procured from Sureties with an A.M. Best Company financial strength rating level of A- or better, Class VII or better, unless otherwise approved in writing by the T/LPA. In no event shall the T/LPA approve the use of a Surety with an A.M. Best Company financial strength rating level of B or worse.

### **103.7 FAILURE TO EXECUTE CONTRACT**

Failure by the Lowest Responsible Bidder to return the signed Contract, Contract Bonds and other documents required by the Notice of Preliminary Award letter within 15 Days of receiving the letter shall constitute just cause for rescinding the Notice of Preliminary Award of Contract and the forfeiture of the Bid Guaranty which shall become the property of the T/LPA, not as a penalty but as liquidation of reasonable damages sustained. The Bid Guaranty remains in effect until the T/LPA has fully executed the Contract. The T/LPA may then issue the Notice of Preliminary Award of the Contract to the next Lowest Responsible Bidder or take other actions as the T/LPA may decide.

### **103.8 EXECUTION OF CONTRACT**

If the T/LPA fails to execute the Contract within 30 Days of receiving the signed Contract, Contract Bonds, and other documents required by the Notice of Preliminary Award Letter from the successful Bidder, the Bidder may withdraw its Bid without penalty. No Contract shall be effective until it has been fully executed by the T/LPA and the Contractor. In no event shall the Contractor commence Work until after execution of the Contract by all parties.



## **SECTION 104: SCOPE OF WORK**

### **104.1 INTENT OF THE CONTRACT**

The intent of the Contract is to provide for the construction and completion of the Work to the satisfaction of the T/LPA. The Contractor shall furnish experienced supervision and labor and all Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Plans, Specifications and terms of the Contract.

Unless otherwise specified in the Contract, the Contractor is vested with the discretion and is wholly and solely responsible for selecting and managing the means and methods for performing the Work.

#### **104.1.1 Contract Modifications**

No modifications, limitations, waivers or discharge of the Contract or any of its terms shall bind the T/LPA unless made in a written Change Order signed by the Project Manager. A course of performance or course of dealing on this Contract or any other contract between the T/LPA and a Contractor shall not constitute a modification or waiver of the Contract and shall not give rise to any Claim including any cause of action based upon promissory estoppel, estoppel, waiver, or detrimental reliance.

### **104.2 EXTRA WORK**

The T/LPA reserves the right to modify the Contract at any time. Such revisions shall neither invalidate the Contract nor release the Surety. The Contractor agrees to complete the Contract as revised. The Contractor shall perform Work at the T/LPA's written direction defining the scope of the Work and in accordance with the Specifications.

The Contractor shall provide to the Project Manager its proposal associated with the Work before starting the Work. The submission of the proposal shall not be considered Accepted by the T/LPA until the Acceptance of the cost proposal is in writing from the T/LPA. If the proposal is Accepted by the T/LPA, then the T/LPA will issue a Change Order and allow the Contractor three (3) Days to review and sign the Change Order. If, after the expiration of three (3) Days, the Contractor has failed to sign the Change Order the T/LPA may process the Change Order unilaterally.

#### **104.2.1 Significant Changes in the Character of the Work**

The Project Manager reserves the right to make, in writing, at any time during the Work, modifications in quantity and alterations to the Work as are necessary to satisfactorily complete the Project. "Significant change" applies only to modifications or alterations that:

1. Materially changes, in kind or nature, the character of the Work including the Critical Path from that which was previously involved or included in the original proposed

construction. When the character of the Work is materially changed in kind or nature then the Project Manager and the Contractor shall agree upon the adjustment prior to the Contractor's performance of the Work. If an agreement is reached, the Project Manager will make an adjustment to the Contract which excludes anticipated profit. If an agreement is not reached, the Project Manager will direct the Contractor to perform the Work. The Project Manager and the Contractor will track the costs in accordance with 109.6, "Force Account."

2. A Major Item of Work, as defined elsewhere in the Contract, has increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. The Project Manager and the Contractor may negotiate adjustments to the Contract when it is discovered that a Major Contract Item of Work, as defined elsewhere in the Contract, has increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract Item quantity. In the case of a decrease below 75 percent, the allowance will apply to the actual amount of work performed. For quantities below 75 percent, before an adjustment is made, the Contractor shall provide documents, including invoices, to the Project Manager justifying the requested adjustment price. If the final quantities are reestablished to be within the thresholds of 75% to 125% of the original item quantity then the original Bid Item Price applies.
3. Affects Work performed under a Subcontract, as solely determined by the Project Manager. The Project Manager will make adjustments if the Contractor demonstrates that the change adversely affects the Subcontractor's Work.

The T/LPA shall not consider customary increases or decreases in quantities necessary to complete the Work changed by the Contractor's schedule of operations, the Contractor's planning of the Work, or unscheduled mobilizations.

#### **104.2.2 Differing Site Conditions**

The Contractor shall carefully study and compare the foundation reports and geotechnical reports and Contract documents and shall immediately report to the Project Manager any error, inconsistency, or omission that it discovers. If the Contractor does not understand information in the foundation report and geotechnical report, it shall immediately seek clarification from the Project Manager. The Contractor and the Project Manager shall provide, immediately upon discovery written notice of the following conditions encountered on the Project during the progress of the Work:

1. Present but not visible physical conditions differing materially from those shown in the Contract; or,
2. Unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work.

The Project Manager will decide, within a, two (2) Working Days, after written notification, whether the conditions materially differ and cause an increase or decrease in the cost or time required to perform the Work.

The Project Manager will notify the Contractor of this decision and the Contractor shall not proceed with Extra Work until the Project Manager provides direction.

The Project Manager will adjust the Contract for differing site conditions in accordance with Section 109.5, "Payment for Extra Work," and will include the costs of Delays but exclude anticipated profit in accordance with Section 109.11, "Compensation for Claims." Conditioned upon obtaining District Engineer approval with concurrence from the CLE, the T/LPA may grant time extensions only to the extent that the activities on the Critical Path of the Baseline Schedule in effect at the time of the Delay are impacted. No Contract adjustment which results in a benefit to the Contractor will be allowed if a differing site condition could have been discovered or anticipated by the Contractor through the exercise of Pre-Bid Due Diligence.

#### **104.2.3 T/LPA Ordered Work**

The T/LPA shall pay for T/LPA ordered Work in accordance with Section 109.5, "Payment for Extra Work."

Conditioned upon obtaining District Engineer prior approval and concurrence from the CLE, the T/LPA may grant time extensions only to the extent that the activities on the Critical Path of the Baseline Schedule in effect at the time of the Delay are impacted.

#### **104.3 RESERVED**

#### **104.4 RESERVED**

#### **104.5 MAINTENANCE OF TRAFFIC**

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the Work. If the Contractor fails to do so, the Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Project Manager. Failure by the Contractor to take the corrective action as directed by the Project Manager shall result in the T/LPA assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving Equipment on or across the ROW and Roadway. The Contractor's Equipment shall enter and leave the ROW and Roadway in the direction of the Traveled Way, except with the written approval of the Project Manager.

The Project Manager may direct the Contractor to maintain the pavement surface. The T/LPA will pay for this Work in accordance with Section 109.5, "Payment for Extra Work."

The T/LPA is responsible for snow removal on sections of Roadway open to the traveling public unless some other agency has responsibility for its removal. The Project Manager will coordinate snow removal with the Contractor and the maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete Shoulder Work, drainage Structures, or other features of the Work. If the Contractor fails to do so, the Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the Traveled Way unless directed or approved by the Project Manager. If the Traveled Way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until Final Acceptance of the Project. The Project Manager will provide written instructions approving any sections which are to be opened. Such an opening shall not constitute a full or partial Acceptance of the Work or a waiver of any Contract provisions.

#### **104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK**

The Contractor may use Materials found in the excavation for completing Pay Items other than the Work in Standard Specification Section 203. Payment will be made for both the excavation of such Materials at the corresponding Contract Unit Price and for the Pay Item for which the excavated Material is used.

If the excavated Material would have been used to construct Embankments or Bridge approaches or for other purposes, any of which would have been required to complete the Contract, the Contractor shall replace the excavated Material with Acceptable Material at no additional cost to the T/LPA. The T/LPA will not charge the Contractor for the use of the excavated Material. The Contractor shall obtain written authorization from the Project Manager before excavating Material that is within the Right of Way but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public," have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the Material from existing Structures in the erection of a new Structure but shall not, without the approval of the Project Manager, cut or otherwise damage such Materials.

#### **104.7 FINAL CLEANUP**

Pits located on State or federal land are governed by the appropriate requirements of their agency. The requirements of this Section do not apply to a commercial source.

Before Final Acceptance all areas occupied by the Contractor or in connection with the Work shall be cleaned of all Deleterious Material, rubbish, excess Materials, temporary Structures and Equipment, and all parts of the Work shall be left in a condition Acceptable to the Project Manager or otherwise required by the Contract. To avoid the requirement of removal of Equipment from private property before Final Acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Project Manager.

The Contractor shall not allow Borrow Pits and Surfacing Pits to change the general pattern of existing drainage. Unless Borrow Pits or Surfacing Pits are suitable to develop as ponds or lakes and the property owner has notified the T/LPA in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

#### **104.8 VALUE ENGINEERING COST PROPOSAL (VECP)**

The T/LPA under no circumstances will reimburse the Contractor for the costs of developing the VECP that is rejected or is not Accepted by the T/LPA. The Contractor shall submit its VECP on the T/LPA provided form only. Exempted from Value Engineering Cost Proposals are mix designs and traffic control. Any decision about whether to Accept a VECP shall be in the sole discretion of the T/LPA. A VECP shall not be considered Accepted until the T/LPA approves a Change Order implementing the VECP. VECPs are reviewed on a case by case basis and apply only to the ongoing Contracts referenced in the VECP proposal and become the property of the T/LPA upon approval of the Change Order. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The T/LPA has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the VECP. The T/LPA retains the right to utilize any Accepted proposal or part thereof on other Projects without obligation or compensation to the Contractor.

The Contractor's share of the VECP is fifty percent (50%) of the net savings. In no event shall the Contractor be entitled to an extension of Contract Time for the T/LPA's consideration a VECP, the refusal to Accept or approve such a proposal, or any other matter connected with a VECP.

The T/LPA will rely exclusively upon the accuracy of the engineering data upon which the VECP is based and will not be required to perform additional investigations, crosschecks, or site examinations. The T/LPA's Acceptance or adoption of a VECP shall not be construed to alleviate or reduce the Contractor's full and absolute liability if the implementation of the proposal fails to satisfactorily perform.

## **SECTION 105: CONTROL OF WORK**

### **105.1 RESPONSIBILITY AND AUTHORITY OF THE T/LPA**

#### **105.1.1 T/LPA Authority**

The T/LPA has the authority to:

1. Administer the Contract;
2. Alter the Contract;
3. Enforce and terminate the Contract as expressly provided in other Sections of the Standard Specifications;
4. Wholly or Partially Suspend the Work for cause; and
5. Take actions as determined to be in the public's best interest.

If the Work is suspended by the Project Manager in writing for an unreasonable time (not originally anticipated, customary, or inherent to the construction industry), the Contractor may submit to the Project Manager a Notice of Intent to Claim in accordance with Section 105.19, "Notice of Intent to Claim," which must be accompanied by a proposed revised schedule pursuant to Section 108.3, "Schedule."

#### **105.1.2 Contractor Convenience**

The Contractor shall be wholly responsible and liable for any costs or time associated with any requests made for the Contractor's convenience and approved by the T/LPA.

### **105.2 PLANS, WORKING DRAWINGS**

The Plans may be supplemented by Working Drawings as are necessary for the Work. The Contractor shall have the sole responsibility for verifying pertinent dimensions in the field before submitting such Working Drawings to the Project Manager. Working Drawings shall be submitted by the Contractor and Accepted by the Project Manager before beginning Work covered by the drawings. The Project Manager will review the Working Drawings although the Project Manager's review does not relieve the Contractor of the responsibility for the satisfactory completion of the Work or compliance with the Contract. The Contractor shall not alter or amend such drawings without the prior written approval of the Project Manager. The furnishing of all Working Drawings is Incidental.

The Contractor's Baseline Schedule of Work shall show the submittal of any Working Drawing as a milestone thirty (30) Days before the commencement of Work covered by the drawings. Unless otherwise indicated in the Contract, or approved by the Project Manager in writing, the Project Manager will have no longer than thirty (30) Days for Acceptance of the Working Drawings. If the Working Drawings are not Acceptable, the Working Drawings shall be resubmitted by the Contractor and the timeframe for Acceptance starts over. All time required for review of Working

Drawings and other Contractor submittals shall be Incidental and shall not be the basis for any Claim for Contract Time extension or additional compensation.

### **105.2.1 Submittals**

Anything that requires approval is considered a submittal by the T/LPA. Any submittal required, other than the Critical Path Method or Bar Graph Schedules, shall be submitted to the T/LPA thirty (30) Days before the Work related to the submittal is performed. The Project Manager will have no longer than thirty (30) Days for Acceptance of the submittal, unless otherwise specified in the Contract.

### **105.3 COMPLIANCE WITH PLANS AND SPECIFICATIONS**

The Contractor shall perform the Work and provide the Materials in substantial compliance with the lines, grades, cross sections, dimensions, and Material requirements as specified by the Contract. The T/LPA's failure to discover or reject Work or Materials not in substantial compliance with the Contract during the Work shall not be considered an Acceptance of the Work or Materials, or a waiver of defects. The T/LPA's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the Work and provide Materials in substantial compliance with the Contract and shall not be considered the T/LPA's Acceptance of the Work or Materials.

If the Project Manager determines that Work or Materials are unacceptable, the Contractor shall remove, replace and correct the Work or Materials at no additional cost to the T/LPA. The Project Manager's determination that the Work or Materials are unacceptable shall not form the basis of a Claim for additional Contract Time or additional compensation.

If Work does not comply or substantially comply with the Contract, the T/LPA may determine the Work is nonetheless Acceptable. Such a determination is subject to the approval of the District Coordinator. If Accepted the Project Manager will, by Change Order, provide an adjustment for Work or Materials.

### **105.4 COORDINATION OF CONTRACT DOCUMENTS**

In case of a discrepancy, the Contract documents will govern in the following order of importance:

1. Addenda;
2. Required Documents for Bid Submittal;
3. Notices to Contractors;
4. Advertisement;
5. Special Provisions;
6. Plans;
7. Supplemental Specifications;
8. Standard Specifications; and,



## 9. Standard Drawings.

Dimensions given on the Plans or that can be calculated govern over scaled dimensions.

If a Contract discrepancy is discovered after the Award of the Project, the Contractor shall, upon discovery, promptly notify in writing the Project Manager. The Contractor shall take no advantage of any discrepancy or errors or omissions in the Contract. The Project Manager will resolve the discrepancy in writing before the Contractor proceeds further with performance of the affected Work.

### **105.5 CONTRACTOR RESPONSIBILITIES**

The Contractor shall monitor the Work at all times, select and manage the means and methods for performing the Work.

#### **105.5.1 Duties of Superintendent**

The Contractor shall have on the Project at all times during the course of the Work, a competent and qualified Superintendent who:

1. Reads and understands the Contract documents; and
2. Possesses substantial experience in the type of Work being performed.

The Contractor and its Superintendent shall communicate with the Project Manager as the T/LPA's contact for all matters relating to the Project and promptly submit all documentation or notice required by the Contract to the Project Manager.

### **105.6 COOPERATION WITH UTILITIES**

The Contractor shall comply with the Notice to Contractors regarding Cooperation with Utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of Contract Time or additional compensation.

The Contractor shall copy the Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 which provides the procedures and requirements related to the performance of Project excavation Work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility per Section 104.2, "Extra Work."

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the Work. The Contractor shall immediately provide written notice to the Project Manager of the conflict. The Contractor shall continue Work in other areas. The Project Manager shall provide written notification to the Contractor when Work may commence in the area of terminated operations. The Contractor shall make requests for additional Contract Time or compensation per Section 104.2.2, "Differing Site Condition." Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional Contract Time nor compensation will be provided where the Contractor fails to provide the Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

## **105.7 COOPERATION BETWEEN CONTRACTORS**

The T/LPA reserves the right at any time to Contract for and have performed other Work on or near the Project.

When separate Contracts are let within the limits of any one Project, each Contractor shall conduct the Work without interfering or hindering the progress or completion of the Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the T/LPA for all damages or Claims as per Section 107.19, "Responsibility for Third Party Claims and Duty to Defend."

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of Work or other matters, the Contractor(s) shall request that the Project Manager provide a written decision on the issue. The Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) Days of receiving such information.

## **105.8 AUTHORITY AND DUTIES OF THE PROJECT MANAGER**

### **105.8.1 Project Manager Authority**

The Project Manager is a designee of the T/LPA and has the following responsibilities:

1. Interpretation and administration of the Contract;
2. Immediate charge of the details of the Project;
3. Authority to reject Work and Material;

4. Authority to wholly or Partially Suspend the Work for reasons beyond the control of the Contractor or not connected to the construction of the Project when the Project Manager deems such a suspension to be in the best interests of the public and the T/LPA; and,
5. Authority to concur with the Contractor's request to Partially Suspend or wholly suspend the Work.

At no cost to the T/LPA, the Project Manager may also wholly or Partially Suspend the Work for cause, including but not limited to, the Contractor's failure to:

- a. Correct unsafe conditions;
- b. Comply with any term or condition of the Contract;
- c. Observe and comply with any Federal or State law or regulation;
- d. Carry out directions of the Project Manager;
- e. Manage its personnel and Subcontractor and its personnel; or,
- f. Perform satisfactory Work.

### **105.8.2 Contractor Inquiries to Project Manager**

The Contractor shall submit all correspondence to the Project Manager. The Contractor shall submit in writing a request for information for any Project issues, including but not limited to discrepancies in the Contract, to the Project Manager who will resolve the issues.

The determination of the Project Manager will be in writing and delivered to the Contractor's Superintendent as soon as reasonably practicable.

## **105.9 DUTIES OF THE INSPECTOR**

### **105.9.1 Inspector Authority**

The T/LPA authorizes its Inspectors to:

1. Inspect the Work;
2. Inspect the preparation, fabrication or manufacture of Materials; and,
3. Notify the Contractor of non-conforming Work, reject non-conforming Materials, and suspend portions of the Work for safety reasons only.

The Contractor shall refer questions at issue to the Project Manager for a decision.

### **105.9.2 Inspector Authority Limitations**

The T/LPA does not authorize its Inspectors to:

1. Alter or waive any provision of the Contract;
2. Issue instructions contrary to the Contract; or
3. Provide direction, superintendence or guidance to the Contractor, Subcontractors or Suppliers;

Any action or inaction of the Inspector does not waive the T/LPA's right to pursue any and all legal remedies for defective Work or Work performed by the Contractor in an unworkmanlike manner.

#### **105.10 INSPECTION OF WORK**

The Contractor shall provide the Project Manager with 48 hour notice for inspection of the Work. Failure by the Contractor to provide the proper notice may result in the T/LPA directing the Work performed without inspection to be removed at no cost to the T/LPA.

The Contractor shall provide the T/LPA or its representative access to the Work and provide all information, Equipment, and assistance requested or required to make a complete and detailed inspection of the Work. All Materials and each part or detail of the Work shall be subject to inspection by the T/LPA.

The Project Manager may direct the Contractor to remove or uncover portions of the finished Work, at any time before Final Acceptance of the Work. The Contractor shall restore the portions of the Work to the standard required by the Contract after the Project Manager's examination. If the examined Work is Acceptable, the T/LPA will pay for the removal and restoration as Extra Work under Section 104, "Scope of Work," and Section 109.5, "Payment for Extra Work." However, if the examined Work is unacceptable, the Contractor shall remove and restore the Work at no additional cost to the T/LPA.

Action or inaction by a T/LPA Inspector shall not relieve the Contractor from any responsibility under the Contract for Acceptable Work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the T/LPA shall not relieve the Contractor from its obligation to perform the Work in strict conformance with the Contract.

#### **105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

Work that does not conform to the requirements of the Contract shall be unacceptable, unless it is determined by the Project Manager to be Acceptable under the provisions of Section 105.3, "Compliance with Plans and Specifications."

Should any defective Work or Material be discovered, before Final Acceptance, the T/LPA will issue a Non-Conformance in accordance with Section 109.8.2, "Non-Conformance."

Prior to T/LPA Acceptance, the Contractor shall replace or repair Materials damaged in transit or during handling at no additional cost to the T/LPA.

The Contractor shall remove unacceptable Work resulting from causes existing before the Final Acceptance of the Work and replace in an Acceptable manner at no additional cost to the T/LPA. The Project Manager will set the time limit for the replacement Work.

The T/LPA shall not pay for the following under the provisions of the Contract:

1. Work performed contrary to the Project Manager's direction or as provided in the Contract;
2. Work performed beyond the lines and grades on the Plans; or,
3. Work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized Work within the time specified by the Project Manager, the Project Manager shall have authority to cause unacceptable Work to be removed and replaced. The Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized Work.

## **105.12 LOAD RESTRICTIONS**

The Contractor shall observe legal load restrictions when hauling Equipment or Material on public Roads outside of the Project or on Roadways within the Project. The Project Manager may approve exceptions, in writing, provided the Contractor has obtained the proper oversize and overweight permits. The Contractor is liable for damage that may result from moving Equipment, even with the issuance of a special permit.

The Contractor shall not use Equipment or haul loads that will cause damage to Structures, Roadway, or any other construction, regardless of legal load allowances.

If the Project Manager determines that anticipated hauling operations may cause damage to existing Roadways or Structures, the Project Manager will issue a written notice to the Contractor. Within seventy two (72) hours of the notice, the Project Manager will elect one (1) or more of the following solutions:

1. Change the haul route; or
2. Reduce the allowable load limit.

If the Project Manager determines that hauling operations are causing damage to existing Roadways or Structures, the Project Manager will issue a written notice to stop operations causing the damage. Within seventy two (72) hours of the notice, the Project Manager will issue written direction to the Contractor to repair the damage or the Project Manager will elect one(1) or more of the following solutions:

1. Change the haul route;
2. Reduce the allowable load limit;
3. Allow the operations to continue with the requirement that the Contractor repair all damaged areas at ½ Unit Bid prices. In the absence of a Unit Bid price, the current published average unit Bid prices shall be used.

### **105.12.1 Corrective Actions and Methods of Payment**

#### **105.12.1.1 Change in Haul Route**

If the Project Manager changes the haul route, the T/LPA will modify the Contractor's payment per the following equation:

$$P = R \times t \times (d_1 - d_0) \quad (1)$$

Where,

$P$  is the payment modification (in dollars)

$R$  is the rate (in dollars per ton mile determined in accordance with Section 109, "Measurement and Payment.")

$t$  is the weight of Material hauled from the new stockpile area (in tons)

$d_0$  is the original haul distance measured from the Roadway access point to the original stockpile area

$d_1$  is the new haul distance measured from the Roadway access point to the new stockpile area

### **105.12.1.2 Change in Allowable Load Limit**

If the Project Manager reduces the allowable load limit, the T/LPA will pay the Contractor in accordance with the following equation:

$$P = \frac{QF \times R \times d \times (LA - LR)}{LA} \quad (2)$$

Where,

$P$  is the additional payment (in dollars)

$R$  is the rate (in dollars per ton mile determined in accordance with Section 109, "Measurement and Payment.")

$QF$  is the total quantity of Material hauled at the reduced load limit (in tons)

$LA$  is the allowable load limit (in tons)

$LR$  is the reduced load limit (in tons)

$d$  is the haul distance (in miles)

If the Project Manager allows operations to continue or because of damage to an existing Roadways or Structures, the T/LPA will pay the Contractor for the Material used to make the repairs at the ½ of the Bid Item Unit Price, or in accordance with Section 109, "Measurement and Payment." If an item is not part of the Contract, the T/LPA will negotiate a new unit price. If a Structure or existing Roadway must be repaired, the T/LPA may pay the Contractor for hauling repair Materials using a rate requested and justified by the Contractor and approved by the Project Manager.

### **105.13 RESERVED**

### **105.14 RESERVED**

### **105.15 MAINTENANCE DURING CONSTRUCTION**

The Contractor shall maintain the Work during construction and until the T/LPA Accepts the Work, except as otherwise provided in Section 104.5, "Maintenance of Traffic," and Section 105.18, "Acceptance." This maintenance shall consist of continuous, daily Work with adequate Equipment and forces so that the Roadway and Structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the Project free and clear of Deleterious Materials including debris, weather related remnants, snow, loose Materials and trash. The T/LPA will be responsible for snow removal operations on travel lanes open and utilized by the public unless some other entity is responsible for its removal.

The Contractor shall maintain the previous course and Subgrade when the Plans require the Contractor to place traffic on the unfinished Roadway.

All maintenance Work during construction and before the Project is Accepted shall be Incidental. The T/LPA shall not pay the Contractor an additional amount for this Work except in accordance with Section 104.5, "Maintenance of Traffic," and Section 105.18, "Acceptance."

#### **105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE**

If the Contractor fails to maintain the Project in accordance with Section 105.15, "Maintenance During Construction," the Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in timeframe specified by the Project Manager, the Project Manager may issue a written notice per 109.8.2 "Non-Conformance" or notice of the Contractor's apparent default per Section 108.9, "Default of Contract."

If the Contractor does not begin maintenance after notice from the Project Manager, the Project Manager may begin maintenance of the Project. For corrective actions implemented by the Project Manger the Contractor shall reimburse the T/LPA for T/LPA incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

#### **105.17 RESERVED**

#### **105.18 ACCEPTANCE**

##### **105.18.1 Partial Acceptance**

The Contractor may request in writing that the Project Manager inspect a portion of the Project (e.g., a Structure, a section of Road, etc.) at any time during the Work. If the Project Manager finds that portion to be in accordance with the Contract, subject to the concurrence of the District Coordinator, the Project Manager may Accept that portion as complete, and, without waiving the provisions in Section 105.3, "Compliance with Plans and Specifications," Section 107.26, "No Waiver of Legal Rights," and Section 109.10, "Project Closure," the Contractor may be relieved of further responsibility for that portion unless the T/LPA discovers latent defects before Final Acceptance of the Work. Such partial Acceptance does not void or alter the Contract.

The T/LPA will Accept permanent traffic safety and control devices installed in accordance with the Contract (with all ancillary components) and being used by the public upon installation but before completion of the remaining Work.

Permanently installed items Accepted on this basis are limited to the following:

1. Guardrail;
2. Impact attenuators;
3. Traffic Signals;
4. Signs;
5. Lighting;
6. Raised pavement markers;
7. CWB;
8. Concrete Bridge parapet;
9. Bridge railing;
10. Post and cable barrier ;
11. Guardrail anchorages;
12. Permanent pavement markings; and
13. Fence.

All required performance tests and guarantees shall remain applicable.

The Contractor shall repair or replace any damage, theft, or vandalism to these items after Acceptance in accordance with Section 104.2, "Extra Work." The Contractor shall repair or replace items damaged due to the Contractor's negligence or as a result of the Contractor's failure to protect the Work per Section 107.20, "Contractor's Responsibility to Protect the Work," at no additional cost to the T/LPA.

The Contractor shall erect these items in a logical construction sequence. The T/LPA shall not Accept prematurely constructed items until they may be used for their intended purposes.

#### **105.18.2 Final Acceptance**

The T/LPA will make the Final Acceptance in accordance with 109.10.8 "Physical Completion, Final Payment and Final Acceptance."

#### **105.19 NOTICE OF INTENT TO CLAIM**

Notice of intent to Claim shall be given in order that the T/LPA can assess the situation, make an initial determination as to the causes of the intent to Claim, institute appropriate changes or procedures to resolve the matter, document issues related to the intent to Claim, track costs and possible Delay, and facilitate resolution of the intent to Claim. The failure of the Contractor to provide a timely and complete Notice of Intent to Claim form, a contemporaneous statement of estimated damages or Delay, and to comply with the other requirements of this Section shall constitute a waiver or abandonment of the Claim.



The Contractor's submission of the Notice of Intent to Claim form and the Project Manager's actions related to the Notice of Intent to Claim shall not be construed to prove or validate the Claim or be construed as an admission of liability.

1. Unless otherwise specified by the Contract, the Contractor shall only make Claims in accordance with the exclusive administrative remedy and procedures set forth in this Section and Section 105.20, "Administrative Remedy."
2. The Contractor shall submit to the Project Manager its notice of intent to Claim on the T/LPA's current Notice of Intent to Claim form. The Notice of Intent to Claim form and documents or information submitted with the same shall constitute the Contractor's intent to make a Claim. The notice of intent to Claim shall provide a contemporaneous statement of estimated damages or Delay before beginning the Work on which the Claim is based, but, in no event shall notice be given later than seven (7) Days of the Contractor discovering the condition or issue giving rise to the Claim, or within seven (7) Days of receipt of a notice of a differing site condition from the Project Manager. A notice of intent to Claim shall include, when relevant to the intended Claim (e.g., when the Contractor intends to seek a Contract adjustment for time, Delay damages, or reduction in Liquidated Damages, etc.), a revised schedule that identifies the impacts pursuant to Section 108.3.2, "Schedule Format;" failure to include a revised schedule shall render the notice of intent to Claim incomplete. This Section and the deadlines stated herein do not modify any of the deadlines for submitting revised schedules as provided in Section 108.3, "Schedule."
3. If the Contractor submits a timely Notice of Intent to Claim Form the Project Manager may, without admitting liability for the Claim, direct the Contractor to keep a complete and accurate account, in detail, of the cost of doing the Work on a Force Account basis per Section 109.6, "Force Account." Failure to maintain records on a Force Account basis when so directed by the Project Manager shall waive any associated Claim by the Contractor.
4. The Contractor shall provide the Project Manager proper facilities to keep account of the actual cost associated with the notice of intent to Claim; the Contractor waives the right to assert a Claim if the Project Manager is not afforded proper facilities to keep account of actual cost. The Project Manager may, in the Project Manager's discretion, in writing, waive this requirement to keep account of actual cost upon a showing of adequate justification by the Contractor.
5. If the Project Manager finds that the notice of intent to Claim is justified the Project Manager will process a Supplemental Agreement to resolve the notice of intent to Claim.
6. If the notice of intent to Claim is unresolved then the Contractor shall comply with Section 105.20, "Administrative Remedy."

## **105.20 ADMINISTRATIVE REMEDY**

This Section governs the administrative remedy procedure to resolve all Claims, unless otherwise specified in the Contract. The administrative remedy procedure is the sole Contractual

procedure to resolve Claims. No Claim shall be accorded any level of review unless the procedure below is followed sequentially. The sequential steps of the process are as follows:

- Step I. Notice of Intent to Claim;
- Step II. Submittal of the Claim to the Project Manager;
- Step III. T/LPA's review, which may include referral to Claims Board for an informal hearing, and T/LPA's decision;
- Step IV. Service of Request for Arbitration or Service of Summons and Complaint in State District Court.

The Contractor shall not proceed to the subsequent step without a written determination from the preceding step.

The complete terms of a resolved Claim, regardless of the level of the administrative remedy, shall be documented and memorialized via a Change Order executed by the Contractor and the T/LPA. The executed Change Order shall represent a final agreement to the total additional compensation and time due for any and all Work and items pertaining to the Work associated with the Change Order. Unless otherwise provided in the terms of the Change Order, the executed Change Order shall operate as an accord and satisfaction of the Claim and shall operate as a bar to any further Claim by the Contractor. Each party shall bear its own attorneys' fees, costs, and expert fees.

Step I. Notice of Intent to Claim, See Section 105.19, "Notice of Intent to Claim."

The T/LPA shall dismiss a Contractor's Claim for failure to comply with the time limitations, requirements and procedures set forth in this Section and Section 105.19, "Notice of Intent to Claim."

### **105.20.1 Submittal of the Claim to the Project Manager**

Step II. Submittal of the Claim to the Project Manager

The Contractor shall submit its Claim on the T/LPA's Claim Form. The Project Manager retains the right to request additional information and documents from the Contractor to support the Claim. The Contractor shall provide the requested additional information and documents.

1. A Claim shall be rejected and it shall constitute a waiver or abandonment of the Claim and a failure to exhaust its administrative remedy for the Contractor's failure to comply with the following conditions:
  - a. The Claim shall be in writing;
  - b. The Claim shall be submitted on the T/LPA's Claim Form;
  - c. The Claim shall be submitted within 30 Days of the date that the Work associated with the Claim has been completed;
  - d. The Claim shall be submitted only once;
  - e. The Claim shall include all required supporting documentation and information; and

- f. A Contractor's, Subcontractor's or Supplier pass-through Claim shall be certified by the Contractor as the Contractor's Claim on the T/LPA's current approved forms.
2. The Contractor has the burden of fully justifying and documenting the Claim and shall provide to the Project Manager the following supporting documentation and information in support of the Claim. The following supporting documentation shall also be updated from those documents submitted with the Notice of Intent to Claim:
  - a. Description of the issue upon which the Claim is based;
  - b. Location where the issue arose;
  - c. The dates impacted including the time and date the issue arose;
  - d. Clear explanation of why the issue requires additional compensation or time or a change to the Contract, including references to the relevant portions of the Contract;
  - e. Copies of all written communications including correspondence and emails related to the issue;
  - f. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows: documented additional job site labor expenses; documented additional cost of Materials and supplies; a list of additional Equipment costs claimed, including each piece of Equipment and the Blue Book rental rate claimed for each; any other additional direct costs or damages and the documents in support thereof;
  - g. Where a Claim seeks additional time, time and compensation for Delay, adjustment of Contract Time, or the reduction or elimination of liquidated damages, previously submitted Baseline Schedule and revised schedules that comply with the requirements of Section 108.3, "Schedule;"
  - h. Invoices identifying the labor, Materials, and Equipment used or proposed to be used;
  - i. Project Cost Reports. If the amount claimed by the Contractor exceeds \$100,000.00, Project cost reports for the time periods relevant to the Contract and the performance of the Work;
  - j. Bid Documents. If the amount claimed by the Contractor exceeds \$100,000.00, or if required by the Contract the Contractor shall make the Contractor's documents available for inspection by the Project Manager at the Contractor's project office. This includes information and calculations used to prepare and determine its Bid for the Contract prior to submission of the Bid. The required Bid preparation documents, as maintained by the Contractor, to be produced shall include: clear itemization of the costs for each Pay Item broken down into components sufficient to allow a detailed cost estimate; the costs allocated to each component broken down into the Contractor's usual estimate categories such as direct labor, Equipment, Materials, and Subcontractor cost; indirect costs, including the indirect cost allocations made to each Bid Item; quantity takeoffs; the construction and progress schedule and any conceptual schedules upon which the Bid was based; rates of production and progress; marked up Plans, sheets and Working Drawings ; calculations, copies and quotes from Subcontractors and Suppliers; memoranda, narratives, and all other information used by the Contractor to arrive at all of the prices contained in the Bid. The Project Manager may waive this requirement;
  - k. Total amount of the Claim in terms of time and compensation; and

- I. Certification of Claim. The Contractor shall submit a Certification of Claim form with the Claim.

### **105.20.2 T/LPA Review**

#### Step III: T/LPA Review and Decision

The T/LPA has 30 Days from the date the Claim is received by the Project Manager, or additional time if agreed upon by both parties in writing, to review and render a decision. If the T/LPA does not make a written decision within the 30 Days, or the agreed upon additional time, the Claim is deemed denied by the T/LPA. The parties may engage in informal mediation to resolve the Claim prior to the expiration of the time in which the T/LPA may render a decision.

Once a Claim is submitted to the Project Manager, nothing in this Section shall be construed as permitting the Contractor to revive, modify, supplement, enlarge, or amend the Claim or the basis of entitlement other than providing additional documents and information in support of the Claim. All further proceedings shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues Claimed in the Contractor's written Claim submitted.

Additional Information. The T/LPA retains the right to request additional information from the Contractor to support the Claim, regardless of the Project Manager's previous waiver.

### **105.20.3 Arbitration**

#### Step IV: Service of Request for Arbitration or Service of Summons and Complaint in State District Court

1. The Contractor and T/LPA may agree to arbitrate the Claim instead of proceeding to litigation in State District Court. Arbitration may only be had at the mutual agreement of the Contractor and the T/LPA. Arbitration shall be conducted in accordance with the New Mexico Uniform Arbitration Act (NMSA 1978, § 44-7A-1, et seq.) and this Section.
2. Service of the request to arbitrate the Claim by the Contractor shall only be made in the request for reconsideration. The T/LPA will issue a decision denying or agreeing to the request for arbitration in writing within ten (10) Days of the receipt of the request to arbitrate. If the T/LPA does not respond to the request to arbitrate then the request is deemed denied.
3. By the parties agreeing to arbitration, the Contractor waives the right to redress through litigation filed in State District Court. The Contractor's proceeding with arbitration shall operate as a waiver by the Contractor of recovery under any written decision issued by the T/LPA.
4. If the Contractor and T/LPA agree to arbitrate the Claim the arbitration panel shall consist of three (3) members.

5. Within 15 Days of the agreement to arbitrate the Claim, the Contractor shall submit the name of a panelist. The Contractor's panelist shall:
  - a. Not be an employee of the Contractor;
  - b. Have 15 years' experience in Highway construction management, methods, techniques, or law; or have an active professional license with the State of New Mexico as an Engineer, Surveyor or Attorney with ten (10) years' experience in Highway construction management, methods, techniques, or law;
  - c. Be either a resident of the State of New Mexico or identify New Mexico as the panelist's principal place of business; and,
  - d. Agree to serve on the panel;
6. Within 15 Days of receiving notice of the Contractor's panelist, the T/LPA shall submit the name of a panelist. The T/LPA's panelist shall:
  - a. Not be an employee of the T/LPA, but may include individuals contracted to provide services to the T/LPA;
  - b. Have 15 years' experience in Highway construction management, methods, techniques, or law; or have an active professional license with the State of New Mexico as an Engineer, Surveyor or Attorney with ten (10) years' experience in Highway construction management, methods, techniques, or law;
  - c. Be either a resident of the State of New Mexico or identify New Mexico as the panelist's principal place of business; and,
  - d. Agree to serve on the panel;
7. Within 30 Days after the T/LPA's panel appointment, the two (2) panelists will choose a third panelist. The third panelist shall:
  - a. Be a professional arbitrator who is a member or diplomat of a nationally recognized professional arbitration organization, such as the National Academy of Arbitrators or the American Arbitration Association; or is a retired federal or New Mexico District or appellate judge; or be a former employee of FHWA;
  - b. Not be an employee or a contractor of either the T/LPA or the Contractor; and
  - c. Agree to serve on the panel;
8. If the two (2) panelists are unable to agree, a District judge from the Judicial District where the Project is located shall choose the third panelist from a list of four (4) prospective panelists who meet the requirements of the preceding paragraph, two (2) each provided by the T/LPA and the Contractor. Application to the court for this appointment shall be made by either or both parties within 15 Days of the impasse; the parties may agree in writing to extend this deadline.
9. The panel shall hold the arbitration hearing in the County where the Project is located, unless otherwise approved by the T/LPA, no later than 90 Days after the panel is selected. If the panel fails to meet this deadline or if the parties agree to extend the deadline, the panel retains jurisdiction to hear and resolve the issues in dispute.
10. Each party will pay the expenses and fees of its chosen panelist and attorney. Both parties will share equally the expenses and fees of the third panelist. If both parties agree, they will share court reporter costs. If not, the party requesting the transcription will pay the full cost.

11. The proceedings and the decision of the panel will be in accordance with the New Mexico Uniform Arbitration Act, NMSA 1978, § 44-7A-1 et seq. The decision is final and binding and may be vacated, confirmed, or appealed only in accordance with the New Mexico Uniform Arbitration Act (NMSA 1978, § 44-7A-1 et seq.).

#### **105.20.4 Litigation**

If the Contractor does not Accept the T/LPA's decision the Contractor shall issue its notice of Public Works Mediation within three (3) Days of the T/LPA's decision. The Contractor shall provide no less than seven (7) Days' notice of the convening of a mediation session. The Public Works Mediation shall be conducted in accordance with of the New Mexico Public Works Mediation Act (NMSA 1978, § 13-4C-1, et seq.). The Contractor shall exhaust the mandatory mediation procedures of the New Mexico Public Works Mediation Act before seeking judicial relief in State District Court. Failure to timely notice and convene a mediation session and to timely file and serve a summons and complaint shall operate as a waiver and abandonment of Contractor's Claim, shall act as an Acceptance of the T/LPA's decision, and shall bar the Contractor from proceeding to litigate the Claim. The T/LPA may process a unilateral Change Order implementing the T/LPA's decision based on the Contractor's abandonment or waiver of its Claim.

## **SECTION 106: CONTROL OF MATERIALS**

### **106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCES**

Exploration and development of Material sources by the Contractor including related GRT and Tribal Taxes shall be Incidental.

The Contractor shall notify the Project Manager in writing of the Materials source prior to delivery of aggregate or borrow Materials to the Project. The Contractor shall provide Acceptable Materials and shall provide the following documentation to the Project Manager:

1. Location of source;
2. Copies of lease agreements, purchase orders, or Pit Agreements the Contractor has made with the pit owner or Supplier.
3. Evidence of environmental acceptability, which includes the completed environmental and Cultural Resource requirements of Section 107.14.1, "Environmental and Cultural Resource Studies and Approvals." Such evidence shall, where appropriate include the completed and T/LPA Accepted recommendations for environmental and Cultural Resource management. Plans for restoration, including contouring and re-vegetation if necessary; and,
4. Testing results from a NMDOT Approved Testing Laboratory. [http://dot.state.nm.us/content/dam/nmdot/Construction/Approved\\_Private\\_Testing\\_Laboratories.pdf](http://dot.state.nm.us/content/dam/nmdot/Construction/Approved_Private_Testing_Laboratories.pdf)

Upon request in writing from the Contractor, the Project Manager may approve Materials at the source prior to delivery. The Project Manager may reject sources, or specific areas within sources, due to failure to provide Acceptable Materials or due to environmental, social, or cultural concerns. If the Project Manager determines that the sources of previously Acceptable Materials do not produce Acceptable Materials, the Contractor shall provide Acceptable Materials from other sources, or make changes to the existing source to provide Acceptable Materials. No additional compensation or time shall be provided to the Contractor for unacceptable Materials or for developing alternate source locations.

The Project Manager will notify the Contractor in writing within ten (10) Days if its Material source is Acceptable.

### **106.2 SUPPLIER PLANT INSPECTION**

The T/LPA may inspect Materials at the Supplier's plant. In this event, the Contractor shall:

1. Cooperate and ensure the cooperation of its Materials Supplier;
2. Guarantee unrestricted entry (at reasonable times) to areas where the relevant Material is being manufactured or produced;
3. Arrange for the necessary facilities to be adequately inspected for the production or fabrication of the Material; and,
4. Ensure adequate safety measures are implemented for the inspection.

The T/LPA may retest Materials, before or during use in the Work, and reject Materials that, when retested, do not meet the requirements of the Contract, even if the Materials were tested and Accepted at the plant.

### **106.3 SAMPLES, TESTS, AND CITED SPECIFICATIONS**

The T/LPA will perform tests in accordance with standards, methods, or Specifications, of the Project's Contract. Unless otherwise specified in the Contract, the T/LPA will take samples and perform tests at its own expense. Unless otherwise specified in the Contract, the T/LPA will provide test results to the Contractor.

### **106.4 CERTIFICATES OF COMPLIANCE**

The Contractor shall submit a Certificate of Compliance to the Project Manager before installing or incorporating Material in the Work using the NMDOT's current approved Certificate of Compliance form. Any additional documentation required to verify the information required by the Certificate of Compliance form shall be submitted contemporaneously with the completed Certificate of Compliance form.

The Contractor may provide Material purchased in bulk or left over from previous Projects by submitting Certificates of Compliance forms for those Materials.

Unless otherwise stated in the Contract, Materials not permanently incorporated into the Work will not require a Certificate of Compliance form.

Unless requested in writing by the Project Manager, electric items meeting UL approval and underground utility Materials meeting ASTM or AWWA Specifications that are so certified or stamped will not require a Certificate of Compliance form.

### **106.5 FOREIGN MATERIALS**

Unless otherwise specified in the Contract, the Contractor shall deliver Materials manufactured outside the United States to approved locations within the State, where they shall remain until sampling and testing are complete. The Contractor shall arrange for testing that the T/LPA is not able to perform, at no additional cost to the T/LPA, and shall test foreign Materials within the State in the presence of the T/LPA.

The Contractor shall provide a Certificate of Compliance for each lot of foreign Material in accordance with Section 106.4, "Certificates of Compliance;" and, if required, provide with the Certificate of Compliance, certified MTRs for each lot, and clearly identify to which lot they apply.

For structural Material, the T/LPA will only Accept Material from foreign and domestic manufacturers that have established adequate in-plant Quality Control to the satisfaction of the



Project Manager. The T/LPA will not Accept structural Materials that do not have Certificates of Compliance and MTRs.

The Project Manager may inspect the plant or require the Contractor to submit detailed written proof of adequate Quality Control.

#### **106.6 STORAGE OF MATERIALS**

The Contractor shall request from the Project Manager written approval to store Equipment or Materials within the ROW for the adequate execution of the Work. The Contractor shall store Equipment and Materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of Materials affected by inadequate protection.

#### **106.7 HANDLING AND TRANSPORTING MATERIALS**

The Contractor shall handle Materials in a manner that preserves the Acceptability for the Work. The Contractor shall ensure the transportation of Materials is in accordance with State and federal regulations, and prevent leakage of, scattering of, or damage to Materials. Materials damaged or lost in transportation shall be deemed unacceptable and are not subject to payment by the T/LPA.

#### **106.8 T/LPA-PROVIDED MATERIALS**

Material provided by the T/LPA will be made available to the Contractor as specified in the Contract. The Contractor will be held responsible for all T/LPA supplied Material when it takes physical possession of the Materials and until such time that the Materials are incorporated into the Work and Accepted.

#### **106.9 MATERIALS DESIGNATED BY TRADE NAME**

The Contract may require Materials or Equipment by trade or manufacturers' names. The T/LPA will not Accept the substitution of Materials or Equipment when the Contract requires Materials or Equipment of specific trade or manufacturers' names.

#### **106.10 EQUIPMENT AND MATERIAL GUARANTEES AND WARRANTIES**

Obtain and assign to the T/LPA manufacturer and producer guarantees or warranties for Materials and Equipment. Warrant, for six (6) months after Material or Equipment is installed and operational, that mechanical and electrical Equipment without a manufacturer or producer guarantee are free from defects or imperfections in workmanship and Materials. Repair malfunctions or defects that develop during the six-month period.

Supply manuals for Equipment incorporated in the Work providing the following

information:

1. Operational procedures;
2. Complete nomenclature;
3. Wiring diagrams;
4. Schematics showing test voltage and procedural methods;
5. Functional description of circuits;
6. Parts lists;
7. Cross-references to standard part numbers;
8. Names and addresses of sources for testing procedures where appropriate
9. Flow diagrams; and
10. Other relevant data.

#### **106.11 SAFETY DATA SHEETS (SDS)**

The Contractor shall submit to the Project Manager the most current SDSs for all Materials that require SDSs upon delivery of the Materials to the Project. The SDS shall conform to current Federal requirements in 29 C.F.R. § 1910.1200 (g).

#### **106.12 BUY AMERICA REQUIREMENTS**

The Contractor shall provide Materials in accordance with the Buy America Requirements in 23 C.F.R. § 635.410 on federal-aid Projects.

The Contractor shall bear the burden of proof and the cost to show the origin and place of manufacture of iron and steel products and Materials.

## **SECTION 107: LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS, AND RESPONSIBILITY TO THE PUBLIC**

### **107.1 LAWS TO BE OBSERVED**

Before the start of Work, the Contractor shall be fully informed and make the necessary contacts with local governments and State agencies concerning obligations related to all applicable federal and State laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority. The Contractor, Subcontractors, and Suppliers shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and protect and indemnify the T/LPA and its officers, employees and agents against all Claims or liability arising from or based on the violation of such laws, ordinances, regulations, orders, or decrees, by the Contractor, its officers, employees or agents, Subcontractors or Suppliers.

### **107.2 PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all permits and licenses; pay charges, fees, royalties, and appropriate taxes; and give notices necessary and incidental to the lawful performance of the Contract.

Prior to beginning Work the Contractor shall furnish to the T/LPA a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before Work can be started. Copies of fully executed permits shall be furnished to the T/LPA upon request.

#### **107.2.1 Compliance with Payment of Taxes**

The Contractor shall pay all lawful taxes imposed by the State of New Mexico or other political entities.

The successful Bidder, after receiving the Notice of Preliminary Award of Contract, shall provide to the T/LPA both the Bidder's Taxation and Revenue Department tax identification number and the Bidder's Motor Transportation Division account number. If either of these numbers is unavailable, the Contractor shall submit a letter of explanation. A Notice to Proceed will not be issued until the Contractor submits both numbers or a satisfactory letter of explanation.

#### **107.2.2 Gross Receipts, Indian Business Activity, and Tribal Employment Rights Organization Taxes**

##### **107.2.2.1 New Mexico Gross Receipts Tax**

The T/LPA will pay the Contractor for applicable New Mexico GRT and local option tax (including tax increases or decreases effective after the Contract date), and the Contractor shall

pay applicable taxes to New Mexico Taxation and Revenue Department. The Contractor shall show the GRT and local option tax as a separate amount added to each request for payment.

The T/LPA shall be promptly reimbursed or repaid for any tax, including GRT, that is refunded to the Contractor, including any refund received by the Contractor after final payment, to the extent such tax was paid by the T/LPA to the Contractor. The Contractor shall keep and maintain all documents, applications for tax refund, and forms filed with, submitted to, received from, or required by the New Mexico Taxation and Revenue Department which relate to the payment or refunding of any tax paid pursuant to this Section for five (5) years following final payment. All of the above material shall be made available to the T/LPA, the NMDOT or FHWA for review, audit, inspection, and copying and shall be produced, upon request, at the address directed by the T/LPA.

#### **107.2.2.2 Tribal Taxes**

All Bids submitted shall exclude any tribal business tax, TERO tax, and other tax imposed by a tribal government. The T/LPA will either pay the tax or may challenge the tribal government's authority to impose the tax. If the T/LPA challenges the tribal government's authority to impose the tax, the T/LPA will reimburse the Contractor for such tax only if a court of competent jurisdiction rules the tribe has authority to impose the tax. The T/LPA will be subrogated to the rights of the Contractor to Claim a refund of, or to contest, any such tax imposed on the Work to the extent any alleged obligation of the Contractor or the T/LPA to pay such tax arises under this Section or through the Contractor's performance of this Contract.

The T/LPA will reimburse the Contractor for payment of any Tribal Tax directly related to the performance of the Work within the Project imposed by a tribe upon tribal verification that the tax was paid by the Contractor.

#### **107.3 RESERVED**

#### **107.4 RESERVED**

#### **107.5 PATENTED DEVICES, MATERIALS, AND PROCESSES**

The Contractor's Bid Item Unit Price shall include the cost of all royalties and costs from patents, trademarks and copyrights needed to complete the Work.

If the Contractor employs any design, device, Material, or process covered by letters of patent, copyright or trademark, the Contractor shall secure approval for its use from the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the T/LPA from all Claims (including costs, expenses, and damages the T/LPA may be obligated to pay) for infringement by reason of its use. The Contractor and Surety shall also indemnify and save harmless any affected third party and any political subdivision from all Claims for infringement by reason of its use.

## **107.6 RESTORATION OF SURFACES OPENED BY UTILITY PROVIDERS**

The T/LPA reserves the right to allow utility service providers with valid utility permit or an easement to enter the Project and perform utility Work.

When directed by the T/LPA the Contractor shall make all necessary repairs. If directed by the T/LPA, the repairs will be subject to the same requirements as the original Work performed. The T/LPA will pay for such repairs in accordance with Section 109.5, "Payment for Extra Work."

The T/LPA will address time extension requests due to Work by utility service providers in accordance with Section 108.6, "Determination and Extension of Contract Time."

## **107.7 FEDERAL AID PROVISIONS**

When the FHWA or other federal agency will be reimbursing the costs for all or any portion of the cost of a Project, the Contractor shall observe and be subject to federal law applicable to such reimbursement. In such situations, federal requirements supersede conflicting provisions of State and local laws, rules, or regulations. The Work shall be subject to inspection and oversight by the appropriate federal agency. Such inspection or oversight shall not make the U.S. Government a party to this Contract, nor shall the U.S. Government interfere with the rights of the Contract parties.

## **107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS**

The Contractor shall provide and maintain sanitary accommodations for use by Contractor and T/LPA employees, in accordance with State and local boards of health, or other legal entity with jurisdiction.

The Contractor shall admit to the Project credentialed Inspectors from OSHA or other agencies responsible for health and safety administration.

### **107.8.1 State and Federal Land Managing Agencies**

While working within or adjacent to State or federal lands and forests, the Contractor shall comply with all regulations of the State or federal authority having jurisdiction governing the protection of these areas, and observe all sanitary laws and regulations. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other Structures in accordance with applicable federal or State regulations.

## **107.9 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall provide for the convenience and safety of the general public, for reasonable access by local residents and businesses, and for the protection of persons and property, in accordance with Section 104.5, "Maintenance of Traffic."

## **107.10 RAILROADS**

If the Project affects railroad lines, the Contractor shall observe the requirements of the following Sections and the insurance requirements in accordance with Section 107.25, "Insurance Requirements."

For the purpose of this Section, the term "agreement" means the contract between the Contractor and railroad that defines the rights and responsibilities of both the Contractor and railroad for the Project. The term "immediate construction site" shall mean the area of the Project defined as having impacts on the railroad in the agreement.

### **107.10.1 Reserved**

### **107.10.2 Notice to the Railroad**

Unless otherwise stated in the Contract, the Contractor shall not begin Work in railroad-owned Right of Way before entering into an agreement with the railroad."

### **107.10.3 Cooperation with Owner of Railroad Right of Way**

The T/LPA is not liable for any additional costs or expenses of the Project resulting from the railroad's reallocation of its labor forces assigned to complete railroad Work in the event of an emergency when the owner of the railroad ROW believes such reallocation is necessary to provide for the immediate restoration of the railroad operations or to protect persons or property on or near any other property owned by the railroad.

### **107.10.4 Reserved**

### **107.10.5 Reserved**

### **107.10.6 Reserved**

### **107.10.7 Reserved**

## **107.11 ENVIRONMENTAL AND CULTURAL RESOURCES APPROVAL, HAZARDOUS MATERIALS**

The T/LPA will obtain the environmental and Cultural Resource approvals for the Project before construction. The T/LPA will describe in the Contract any environmental and Cultural Resource requirements developed to protect resources.

The T/LPA will describe in the Contract any Hazardous Materials identified and the Contractor shall observe the requirements of Sections 107.1, 107.2, 107.8 and the applicable paragraphs of 107.14.

#### **107.12 ENVIRONMENTAL, CULTURAL RESOURCE AND HAZARDOUS MATERIALS DISCOVERIES**

The Contractor shall terminate operations and provide written notification per Section 104.2.2, "Differing Site Conditions," when it discovers environmental, Cultural Resources or Hazardous Materials not identified in the Contract. The T/LPA will coordinate with appropriate regulatory authorities during this time, the Contractor shall continue Work in other unaffected areas. The Project Manager shall provide written notification to the Contractor when Work may commence in the area of terminated operations.

#### **107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES**

The Contractor shall restore or mitigate all damage to environmental or Cultural Resources caused by the Contractor's failure to abide by requirements included in the Contract as well as those areas covered under Section 107.14, "Contractor's Responsibility for Environmental and Cultural Resource Protection," at no additional cost to the T/LPA. The T/LPA, in coordination with regulatory authorities, will determine the extent of restoration or mitigation. The Contractor shall pay any fine imposed on the T/LPA by a regulatory agency for a regulatory violation caused by the Contractor. The Project Manager may suspend the Work in areas where environmental or Cultural Resource violations occur.

#### **107.14 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION**

##### **107.14.1 Environmental and Cultural Resource Studies and Approvals**

The Contractor shall obtain new certifications for any Contractor located activity outside the Project Limits or for expansions or additions to existing previously certified areas. If the Contractor purchases Material from a Material source established for another Project by another Contractor working under Contract to the T/LPA, and if the Material source must be expanded beyond the area where environmental and Cultural Resource approvals have previously been obtained pursuant to Section 107.14.1, "Environmental and Cultural Resource Studies and Approvals," then the requirements for environmental acceptability shall apply to the additional area and requirements of Section 107.14.1, "Environmental and Cultural Resource Studies and Approvals," must be completed by the Contractor.

Before beginning soil-disturbing activities (in accordance with Section 106.1, "Contractor-Furnished Aggregate and Borrow Sources"), the Contractor shall notify the Project Manager in

writing of the proposed studies to be performed. After the Project Manager's concurrence with the Contractor's studies the Contractor shall employ an Environmental Specialist and a Cultural Resource Professional to conduct the approved studies. The Contractor shall ensure that the studies meet the standards of the NMDOT, the State historic preservation officer, and any State, tribal, or federal land-managing agency or entity with jurisdiction. The Contractor shall ensure that the resource studies are in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 et seq.), the National Historic Preservation Act (16 U.S.C. § 470 et seq.), and the New Mexico Cultural Properties Act (NMSA 1978, § 18-6-1 to 18-6-17), or any other successor statutes. The studies may extend, but are not limited to, the following locations:

1. Camp sites;
2. Plant sites;
3. Crusher sites;
4. Stockpile sites;
5. Equipment yards;
6. Borrow Pits;
7. Surfacing Pits; and,
8. Water sources.

The Contractor shall obtain the environmental and Cultural Resource approvals regardless of land ownership. For the environmental approval, the Contractor shall use the NMDOT -furnished checklist Categorical Exclusion form (or equivalent form furnished by the NMDOT), which shall be signed by the Contractor and the Environmental Specialist.

For Cultural Resource reports, use the standard site investigation forms approved by the New Mexico Historic Preservation Division and the New Mexico Cultural Properties Review Committee.

The Contractor may use previously-completed environmental and Cultural Resource studies, provided all other requirements of this Section are met.

The Contractor shall submit the documentation prepared for the environmental and Cultural Resource approvals to the Project Manager. Contractor located activities on State land, or privately owned land, may take 45 Days or more for approval after the Contractor delivers the resource studies to the Project Manager. Contractor located activities on federal land have no defined period for approval. The T/LPA will not approve requests for additional Contract Time or compensation related to Contractor Located Activities.

The Contractor shall comply with all conditions and commitments for protection of resources contained in resource agency requirements and in the environmental and Cultural Resource approvals. The environmental approval is the FHWA-approved checklist categorical exclusion, or its equivalent. The Cultural Resource approval is the concurrence letter signed by the State historic preservation officer, or its equivalent.

The Contractor shall repair at the Contractor's expense all damage to environmental or Cultural Resources caused by the Contractor's failure to meet the requirements for environmental



acceptability or abide by T/LPA directives issued to protect resources identified during the environmental and Cultural Resource evaluation. The nature and extent of such repairs shall be determined after consultations between the Contractor, T/LPA and NMDOT representatives, and the regulatory authorities with management jurisdiction over the subject resources.

#### **107.14.1.1 Commercial Material Sources**

Environmental acceptability requirements do not apply to Commercial Material Sources. Upon request of the Project Manager, the Contractor shall submit copies of its Commercial Sources Air Quality Permit, Groundwater Permits, and Business License.

#### **107.14.2 Parking and Cleaning of Equipment**

For Projects that have received environmental and Cultural Resource approvals through programmatic categorical exclusions (e.g., pavement preservation and rehabilitation, guardrail replacements, Bridge deck replacements, signalization upgrades, etc.), environmental and Cultural Resource studies will not have been completed outside the existing paved areas by the T/LPA. These Projects will be noted as such in the Contract. For these Projects, the Contractor shall take special care when parking and cleaning Equipment, as outlined in the following requirement.

The intent of the following requirement is to ensure the protection of sensitive environmental and Cultural Resources that may be present within the Right of Way and to encourage the Contractor to avoid damaging these resources when parking and cleaning Equipment. The Contractor shall ensure that parking and cleaning of Equipment within the Right of Way does not damage environmental and Cultural Resources, in one (1) or a combination of the following manners:

1. Park and clean Equipment in previously disturbed areas only;
2. Identify all parking and cleaning locations in previously undisturbed areas, prior to construction, and complete the environmental and Cultural Resource approvals as described in Section 107.14.1, "Environmental and Cultural Resource Studies and Approvals;" or
3. Park and clean Equipment in previously undisturbed areas without completing the environmental and Cultural Resource approvals as described in Section 107.14.1, "Environmental and Cultural Resource Studies and Approvals," and assume all risk and liability for any damage to environmental or Cultural Resources resulting from these actions.

#### **107.14.3 Clean Water Act**

The Contractor shall comply with the New Mexico Water Quality Act (NMSA 1978, § 74-6-1 et seq.) and applicable permits and regulations in accordance with the federal Clean Water Act (33 USC § 1251 et seq.).

The T/LPA will apply for and obtain permits and certifications required for construction involving “waters of the United States” as defined by the U.S. Army Corps of Engineers. The Contractor shall comply with the terms of the permit obtained and shall be fully liable for consequences resulting from its failure to comply. The T/LPA will provide a copy of the permits and certifications in the Contract.

#### **107.14.4 Minimization of Soil Disturbance**

The Contractor shall minimize damage to or removal of vegetation and trees, except as approved in Section 104.6, “Rights in and Use of Materials Found on the Work.” The Contractor shall not clear, grub, disturb, or excavate land beyond what is authorized by the Contract. The Contractor shall remediate or replace vegetation due to an unauthorized clearing or damage, at no additional cost to the T/LPA.

#### **107.14.5 Air Quality Requirements and Dust Abatement**

The Contractor shall perform dust abatement on the Project and as directed by the Project Manager. The Contractor shall ensure any operations which produce particulate matter comply with State and federal air quality regulations, as administered by the Air Pollution Control Bureau of the NMED, applicable local air quality regulations, and the federal Clean Air Act (42 USC § 7401 et seq.).

#### **107.14.6 Noise Abatement**

The Contractor shall not operate Equipment that emits noise above 70 dbA, measured at a distance of 50 ft, in urban or populated rural areas during the hours specified in the Contract, and shall comply with County or municipal ordinances if they are more stringent than the requirements in the Contract.

#### **107.14.7 Disposal of Materials**

Unless otherwise specified in the Contract, the Contractor shall be solely responsible for disposal of Materials. In the disposal of Material the Contractor shall comply with all federal, State and local regulations. The Contractor shall not dispose of Material within the Project Limits without written approval from the Project Manager.

#### **107.14.8 Disposal of Other Materials and Debris**

The Contractor shall move items designated for removal without salvage, unsuitable construction Materials, and debris from clearing and grubbing to an environmentally suitable disposal site secured and coordinated with the appropriate regulatory agencies. The Contractor shall not place any items in wetland areas or areas that may impact endangered species or Cultural Resources. The Contractor shall obtain an environmental and Cultural Resource

approval in accordance with Section 107.14.1, “Environmental and Cultural Resource Studies and Approvals.”

#### **107.14.9 Prime Coat, Tack Coat, and Soil Sterilants**

The Contractor shall not contaminate soils outside the Roadway Prism when applying prime coat, tack coat and soil sterilants. The Contractor shall not contaminate arroyos, irrigation supplies (acequias and ditches), wetlands, water impoundments, and live streams.

#### **107.14.10 Noxious Weed Prevention**

To avoid the spread of noxious weeds, all prime and Subcontractor construction Equipment (including but not limited to trucks, excavators, bulldozers, loaders, scrapers, backhoes, trailers, tractors, hydro-seeders, drill-seeders, straw-blasters, compost-spreaders, bobcats, and disks) shall be pressure-washed to remove all visible mud, soil, and debris prior to entering the Project Limits.

### **107.15 HAZARDOUS MATERIALS**

The T/LPA will describe in the Contract, all known Hazardous Materials within the Project Limits.

#### **107.15.1 Hazardous Material Discoveries**

During construction, should Material be encountered which is or the Contractor believes to be hazardous or contaminated, the Contractor shall immediately: terminate operations in the immediate area, notify the Project Manager in writing per Section 104.2.2, “Differing Site Conditions,” and the appropriate regulatory authority, and continue Work in other areas. The Project Manager, District Coordinator, Environmental Geology Bureau Manager, and environmental regulatory authorities shall investigate to determine the nature and extent of the Hazardous Material or contamination within the Right of Way. If the Contractor is not qualified, as determined by experience and/or licensure, to undertake a clean-up action, the Contractor shall retain the services of a qualified firm. Any adjustments shall be made in accordance with Section 109.5, “Payment for Extra Work.”

Should the Contractor fail to notify the Project Manager of Hazardous Material discoveries and/or fail to respond in accordance with all applicable environmental regulations or any part of these Specifications, the Contractor shall pay, at no cost to the T/LPA, any fine or penalty imposed for regulatory violations.

### **107.16 PREVENTION OF FOREST AND GRASS FIRES**

The Contractor shall prevent forest and grass fires. The Contractor shall notify appropriate officials at the earliest possible moment of the location and extent of any fire. The Contractor shall

comply with fire regulations applicable to the area of Work, and furnish and maintain firefighting Equipment and tools required in the Contract. The Contractor shall suspend fire-hazardous operations when necessary at the direction of the Project Manager.

If performing Work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the USDA Forest Service, State Forestry Division, New Mexico Department of Energy, Minerals and Natural Resources, or other authority having jurisdiction, governing the protection of forests and the performance of Work within forests. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction of field offices and other Structures in accordance with the requirements of the Forest Supervisor.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require employees and Subcontractors to take all reasonable measures within their power to prevent and suppress forest fires. The Contractor shall make every possible effort to notify a Forest official at the earliest possible moment of the location and extent of a fire.

#### **107.17 USE OF EXPLOSIVES**

The Contractor shall exercise extreme care when use of explosives is necessary for the prosecution of the Work. The Contractor shall be responsible for all damage resulting from the use of explosives. The Contractor shall not endanger life or property, including new Work. The Contractor shall use, handle, load, transport, and store explosives and blasting agents in accordance with applicable laws and ordinances, as well as title 29 CFR Part 1926 Safety and Health Regulations for Construction (OSHA) and 30 CFR Part 15.32 whichever is more restrictive. The Contractor shall clearly mark explosives and store them securely. If no local laws or ordinances apply, the Contractor shall store explosives not closer than 600 feet from Roads, buildings, camping areas, or places of human occupancy. Unless otherwise required by an agreement between the Contractor and public utility or owner of railroad ROW, the Contractor shall provide five (5) Days' notice to any public utility and owner of railroad ROW having Structures or facilities near the Project, of the intention to use explosives, so that they may take steps to protect their property before detonation.

#### **107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall preserve public and private property including land, governmental survey monuments, and property markers from disturbance or damage until the Project Manager has witnessed or otherwise referenced their location, and directed their removal.

The Contractor shall restore public or private property damaged and pay fines directly or indirectly caused by the Contractor through any act, omission, neglect, or misconduct in the execution of the Work, or by defective Work or Materials, or by non-prosecution of the Work. The Contractor shall return such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as directed by the Project Manager. The Contractor shall maintain responsibility for damage until the Work is completed and

Accepted. The contractor shall provide the T/LPA with the information to update the control sheet records once a reference mark has been reestablished by the Contractor.

#### **107.18.1 Public and Private Reference Marks**

Unless otherwise specified in the Plans, the Contractor shall not disturb or damage any public or private reference marks. If the Contractor directly or indirectly by any act, omission, neglect, or misconduct in the execution of the Work disturbs or damages public or private reference marks the Contractor shall be solely responsible for any restoration of the reference marks in accordance with Section 801, "Construction Staking by the Contractor." If the restoration of the public or private reference mark is done improperly then the Contractor shall be solely responsible for a fine of \$2,000.00 per improper reference mark. Delays, costs or impacts associated with the improper restoration of a reference mark shall be the sole responsibility of the Contractor.

#### **107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND**

The Contractor shall indemnify and hold harmless the T/LPA and its officers, employees and agents from and against any and all Claims and suits, liability, damages, losses or expenses, including attorney fees and costs, to the extent that they arise out of or are in any way connected with any act or omission of the Contractor, or its officers, employees or agents. The Contractor agrees, at its own expense, and upon written request by the T/LPA, to defend any suit, action or demand brought against the T/LPA on any Claim or demand covered herein.

The Contractor shall establish a local contact number (with area code) for filing Claims, and clearly post the number. In addition, post the name of the Contractor and telephone number at each approach and departure to the Project. The Contractor shall ensure that construction vehicles (Contractor, Subcontractor, and privately owned) working on the Project have clean, unobstructed license plates, and shall mark vehicles legibly with the appropriate company name.

The Contractor shall assign an individual by the date of the preconstruction conference, readily available during normal working hours, to respond to Claims from the public for losses alleged to have occurred within the Project, whether arising from Contractor or Subcontractor action or inaction. The Contractor shall provide claimants with a written outline of the Contractor's Claims procedure, along with a written copy of the Contractor's name, address, and telephone number together with the name and title of the individual assigned to handle Claims from the public and provide a copy of the same to the Project Manager. The Contractor shall maintain a status report of Claims filed, including the name, address, and telephone number of the claimant, the nature of the Claim, pertinent findings regarding the Claim, and a statement regarding the resolution of the Claim. The Contractor shall provide the status report to the Project Manager upon request.

#### **107.20 CONTRACTOR'S RESPONSIBILITY TO PROTECT THE WORK**

Until Final Acceptance of the Project by the Project Manager, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to portions of the Work occasioned by the above causes before Final Acceptance and shall bear the expense thereof except as provided in Sections 104.5, "Maintenance of Traffic," and Section 105.18.1, "Partial Acceptance."

Should the Contractor be Delayed in the prosecution or completion of the Work by Contractors on contiguous Projects, Acts of God such as fire, flood, earthquake, tornado, or other cataclysmic phenomena of nature, epidemic, quarantine restriction, strike, freight embargo, acts of public enemy, acts of governmental authorities or railroads other than the T/LPA, or documented national unavailability of construction Material, for which the Contractor is in no way responsible, then the Contractor may be entitled to an extension of Contract Time per Section 108.6, "Determination and Extension of Contract Time," but is not entitled to additional compensation or damages for such Delay. For physical damage to the Work resulting from the above unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, the Contractor may be paid pursuant to Section 109, "Measurement and Payment." The Contractor shall not be entitled to non-allowable damages per Section 109.11, "Compensation for Claims."

In case of suspension of Work per Section 105.8.1, "Project Manager Authority," the Contractor shall be responsible, subject to the provisions of Section 104.5, "Maintenance of Traffic," for the Project and shall take such precautions as may be necessary to prevent damage to the Project.

#### **107.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES**

The Contractor shall not begin Work in areas close to railroad, telecommunication, or utility company Right of Way or facilities, or other property where damage from the Work might result in expense, loss, or inconvenience to the owner, until arrangements are made with the Project Manager and the owner of the property for the protection of such property or facilities.

The Contractor shall promptly notify the Project Manager and affected utility or railroad owners of any interruption to services resulting from exposure, lack of support, or breakage. The Contractor shall provide continuous repair Work to restore water service if interrupted. The Contractor shall not perform Work near fire hydrants until provision for service has been approved by the local fire authority.

#### **107.22 FURNISHING RIGHT OF WAY**

The T/LPA will secure necessary Right of Way before construction, except as noted in the Contract.

## **107.23 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

T/LPA employees shall bear no personal liability in carrying out the provisions of the Contract or in exercising powers or authority granted to them by the Contract, it being understood that in such matters they act solely as agents and representatives of the T/LPA.

## **107.24 NO THIRD-PARTY LIABILITY**

The T/LPA and the Contractor specifically agree that the provisions of this Contract do not make anyone, including any Subcontractor or Materials Supplier, a third-party beneficiary or authorize anyone not a party to this Contract to maintain an action for damages under this Contract.

## **107.25 INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain at no cost to the T/LPA insurance as detailed below, using an insurance company authorized to do business in New Mexico. Insurance shall cover operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees, or Subcontractors. Contractor shall keep insurance in full force and effect for the entire period of the Work, up to and including Final Acceptance, and the removal of Equipment and employees, agents and Subcontractors. All insurance required in this Section shall be procured from insurance or indemnity companies with an A.M. Best Company financial strength rating level of A- or better, Class VII or better, unless otherwise approved in writing by the T/LPA. In no event shall the T/LPA approve the use of an insurance or indemnity company with an A.M. Best Company financial strength rating level of B or worse.

### **107.25.1 Liability Insurance**

1. The Contractor shall obtain General Liability (Bodily Injury Liability and Property Damage Liability) insurance coverage applicable in full to the subject Project in the following minimum amounts:
  - a. Personal and Bodily Injury Liability: \$1,000,000.00 each person; \$2,000,000.00 each occurrence (annual aggregate); and,
  - b. Property Damage Liability: \$2,000,000.00 each occurrence; (annual aggregate);
2. The insurance coverage shall be documented on a Comprehensive General Liability form or Commercial General Liability form, which must include the following:
  - a. Coverage for liability arising out of the operation of independent Contractors;
  - b. Completed Operations Coverage; and,
  - c. Attachment of the Broad Form Comprehensive General Liability Endorsement;
3. If the Work includes the use of explosives, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion;
4. If the Contract includes Work next to an existing building or Structure, the Contractor's insurance shall include coverage for injury to or destruction of property arising from the collapse of or structural injury to buildings or Structures due to the following:

- a. Excavation, including borrowing, filling, or backfilling in connection therewith;
  - b. Tunneling and cofferdam or caisson Work; and,
  - c. Moving, shoring, underpinning, razing, or demolition of buildings or Structures, or removal or rebuilding of structural supports thereof; and,
5. Coverage must include injury to or destruction of property arising out of damage to wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical Equipment for the purpose of excavating, digging, or drilling.

#### **107.25.2 Automobile Liability Insurance**

The Contractor shall provide or ensure that all vehicles used in performance of the Contract have liability insurance. The Contractor is not responsible for liability insurance for the T/LPA or its agents. The Contractor shall provide limits of liability for automobile liability insurance in the following amounts:

1. Personal and Bodily Injury Liability: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
2. Property Damage Liability: \$2,000,000.00 each occurrence; (annual aggregate).

#### **107.25.3 Worker's Compensation Insurance**

The Contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, § 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, § 52-3-1 et seq.).

#### **107.25.4 T/LPA as Additional Insured**

The Contractor shall name the T/LPA and any third party so designated in the Contract as an additional named insured on the comprehensive general liability form or commercial general liability form furnished by the Contractor in accordance with Section 107.25.1, "Liability Insurance." The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance. The additional insured endorsement shall conform to the most current version of the Insurance Services Office's CG 2010 or equivalent, Additional Insured Endorsement Form. The Contractor shall provide to the T/LPA a copy of the Contractor's standard commercial general liability policy showing the Additional Insured Endorsement before the T/LPA issues a Notice to Proceed.

#### **107.25.5 Certificate of Insurance**

The Contractor shall provide evidence of insurance coverage conforming to these Specifications with a certificate of insurance executed on the form provided by the NMDOT to be made part of the Contract. The certificate shall indicate compliance with these Specifications and shall certify that the coverage shall not be changed, canceled, or allowed to lapse without giving



the T/LPA 30 Days written notice. The Contractor shall provide a certificate of insurance to the T/LPA on renewal of a policy or policies as necessary during the term of the Contract. The T/LPA shall not issue a Notice to Proceed until the Contractor meets these requirements.

#### **107.25.6 Umbrella Coverage**

The insurance limits cited in this Section are minimum limits. The T/LPA does not intend that these Specifications define what constitutes adequate insurance coverage for the individual Contractor. The T/LPA will recognize excess coverage (Umbrella) as meeting the insurance requirements of Section 107.25.1, "Liability Insurance," if the limits of the Umbrella coverage meet the individual requirements of this Section.

#### **107.25.7 Optimal Insurance**

If required by the Contract, Contractor shall procure and maintain form and types of bailee theft insurance such as, but not limited to, builder's risk insurance, Contractor's Equipment insurance, and rigger's liability property insurance. If so required, the Contractor shall provide bailee theft insurance in an amount necessary to protect the T/LPA against Claims, losses, and expenses arising from the damage, disappearance, or destruction of property of others in the care, custody, or control of the Contractor, including property of others being worked upon by the Contractor, its agents, employees or Subcontractors.

#### **107.25.8 Railroad Insurance**

If the Work affects railroad property, in addition to the above requirements, unless otherwise specified in the Contract the Contractor shall obtain at its own cost a railroad protective liability policy in the name of the owner of the railroad Right of Way or railroad facilities involved. In addition, on those rails used by the National Railroad Passenger Corporation (NRPC), the Contractor shall obtain a railroad protective liability policy in the name of the NRPC.

Railroad liability insurance shall be in compliance with 23 CFR 646A. These limits of liability apply to the coverage as set forth in AASHTO's Railroad Protective Liability Endorsement form, subject to the terms, conditions, and exclusions found in the form. The policy must afford coverage as provided in the standard Railroad Protective Liability Endorsement.

#### **107.26 NO WAIVER OF LEGAL RIGHTS**

Upon completion of the Work the T/LPA will pay the final payment voucher. Payment of the final payment voucher shall not preclude the T/LPA from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or surety or both, overpayments sustained because the Contractor failed to fulfill the obligations under the Contract. A waiver on the part of the T/LPA of any breach of any part of the Contract shall not be held to be a waiver of any other subsequent breach.

The lack of discovery or rejection of a defect shall not preclude, nor obligate the T/LPA to Accept the defect.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the T/LPA for latent defects, fraud, or such gross mistakes as may amount to fraud, and for warranty and guaranty.

#### **107.27 CONTRACTOR'S RESPONSIBILITY TO THE TRAVELING PUBLIC**

The Contractor shall minimize hazards to the traveling public in the Construction Zone from the commencement of the Work until Final Acceptance. Minimizing hazards shall include:

1. Keep Equipment, Materials, and workers out of the travel lanes;
2. Remove hazardous construction debris deposited within the Project Limits;
3. Inspect and repair the travel lanes (Necessary repairs of damage not caused by the Contractor will be paid for in accordance with Section 109.5, "Payment for Extra Work."); and,
4. Remove obstacles deposited by the public as they transit the Project.

The Contractor shall immediately correct hazards reported by Project inspections, T/LPA employees, or the public. The Contractor shall maintain and publicly post a 24-hour contact number to initiate action quickly.

#### **107.28 CONTRACTOR RECORDS**

The Contractor, Subcontractors and all Suppliers shall keep and maintain all documents in a useable format, including communications, books, papers, records, files, accounts, tax records, cost records, reports, schedules, Bid documents with backup data, including electronic data, and all other material relating to the Contract, Project, Contract compliance, or any Claim for five (5) years following Physical Completion of the Work. Unless otherwise specified in the contract all of the above material shall be made available to the T/LPA and the NMDOT for review, audit, inspection and copying and shall be produced, upon request by an authorized representative of either party at a location designated by the requesting party. The Contractor shall insert the above requirement in each subcontract and shall also include in all subcontracts a clause requiring Subcontractors to include the above requirement in any lower-tier subcontract. The Contractor's failure to maintain and timely provide all requested documents to the T/LPA or the NMDOT waives any Claim the basis of which could have, either in whole or in part, been documented or rebutted by such documents.

Resource Loading documents, financial statements provided by the Contractor, and Escrowed Bid Documents which have been visibly marked by the Contractor as "Confidential Trade Secrets" shall be deemed confidential as trade secrets and not subject to inspection pursuant to the Inspection of Public Records Act, NMSA 1978, § 14-2-4. However, if a request is received for disclosure of data, for which the Contractor has marked as a Confidential Trade Secret, the T/LPA shall examine the requested data and make a written determination that

specifies which portions of the proposal should be disclosed. If it is determined that a Contractor's requested confidential data should be disclosed, the Contractor will receive reasonable notice in order to afford the Contractor the opportunity to take legal action to prevent the disclosure. Unless the Contractor takes legal action to prevent the disclosure, the data will be so disclosed. Such documents may be disclosed to the T/LPA and the NMDOT, including any Inspector, Project Superintendent, Project Manager, Claim consultant, investigator, or testifying or consulting expert, if necessary to perform their duties, or as otherwise required by law.

#### **107.29 ASSIGNING OF CONTRACT**

The Contractor may not assign the Contract or assign or delegate any contractual obligation or duty without the prior written consent of the T/LPA, the NMDOT, and the Surety. Contractor may not make any assignment, in connection with the Contract, including assignment of any payment due Contractor or any Claim, for the benefit of any creditor.

#### **107.30 SEVERABILITY AND CONTRACT INTERPRETATION**

If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions, or the application of such provision to either party, shall remain in full force and effect and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.

If any provision of the Contract is found to be superseded by any applicable State or federal law or regulation or court order, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law or ruling, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law.

The Contractor agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Contract.

#### **107.31 CHOICE OF LAW**

This Contract is governed by and construed in accordance with the laws of the State of New Mexico.

## **SECTION 108: PROSECUTION AND PROGRESS**

### **108.1 SUBCONTRACTING**

Any individual, partnership, firm, corporation, or joint venture performing Work on the Project that is not an employee of the Contractor is a Subcontractor unless otherwise stated in the Contract.

A Supplier or Fabricator is not a Subcontractor unless Work is being performed within the Project Limits.

The Contractor shall perform with its own organization at least 40.0% of the Work based on the Total Bid Amount. The phrase, "its own organization" includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement Acceptable to the T/LPA and Equipment owned or rented or without operators and does not include employees or Equipment of the Subcontractor, assignee or agent of the Subcontractor. The Contractor is solely responsible and liable for the performance of all Work or any act by its Subcontractors, Truckers, and Suppliers on the Project. Liability of the Contractor and the Contractor's Surety under the Contract and the Contract Bonds shall not be waived or diminished by subcontracting or any other assignment of interest.

The Contractor shall submit to the Project Manager a request to Subcontract on the current NMDOT approved form. The form must be concurred to by the T/LPA and the NMDOT before the subcontracted Work begins. Unless otherwise approved by the Project Manager, the request to Subcontract shall be submitted no later than two (2) Working Days before the Subcontract Work is scheduled to begin. The Contractor shall not circumvent this requirement by placing a Subcontractor's employees on its payroll. If the Contractor does not perform at least 40.0% of the Work with its own organization requests for Subcontractor approval will be rejected. The T/LPA will treat a person or group generally operating as an independent contractor, as independent contractors for the purposes of this Section. An independent contractor is a person who is paid for Work by the Contractor who is not the Contractor's employee and is not performing Work within the Project Limits such as the Contractor's attorney or accountant.

The Contractor is responsible for ensuring that its Subcontractors are prequalified by the NMDOT and are also duly licensed for the Work to be performed on the Project, are registered with all of the State agencies as is required to do business in New Mexico and to perform Work on Public Works Projects including the New Mexico Taxation and Revenue Department and the New Mexico Department of Workforce Solutions or successor agencies, and are in compliance with all applicable State and federal laws and regulations including the New Mexico Public Works Minimum Wage Act. The Contractor shall comply with the New Mexico Subcontractor Fair Practices Act to the extent it is applicable to the Project. The Contractor shall update its list of Subcontractors and Suppliers submitted at the Pre-Construction Conference as the Work progresses.

A Trucker is not a Subcontractor unless the Contractor is using the Trucker to meet the DBE goal associated with the Project. A Trucker is an individual, partnership, firm, corporation, or joint venture that transports Materials to and from the Project and does not perform Work within the Project Limits. Transportation of Materials within the Project Limits is Work performed by the Contractor or a Subcontractor. Transportation of Materials on or off the Project site does not require a Subcontract.

The Contractor shall not construe the T/LPA's concurrence as an endorsement of the subcontract, the Subcontractor, or the Subcontractor's ability to complete the Work in a satisfactory manner. Subcontracting creates no Contract between the T/LPA and the Subcontractor. The Subcontractor gains no rights, and the T/LPA Accepts no responsibilities by reason of the Subcontractor's contract with the Contractor.

### **108.1.1 Prompt Payment**

The Contractor shall promptly pay its Subcontractors and Suppliers for satisfactory performance of their contracts no later than seven (7) Days after receipt of Progress Payment for the Subcontractor's Work or Supplier's Materials by the T/LPA.

For purpose of this Section, a Subcontractor's and Supplier's portion of the Work is satisfactorily completed when the T/LPA processes a Progress Payment per Section 109.8, "Progress Payments." In no event shall the Contractor and its Subcontractors fail to promptly pay their Subcontractors and Suppliers the amounts due for undisputed Accepted Work within seven (7) Days of the Contractor receiving a Progress Payment from the T/LPA. The payment by the T/LPA to the Contractor is not a condition precedent for payment by the Contractor to any Subcontractor or Supplier. A zero dollar (\$0.00) Progress Payment by the T/LPA does not relieve the Contractor from paying the Subcontractor or Supplier for Accepted Work.

The Contractor's failure to make timely or prompt Subcontractor or Supplier payment may result in the T/LPA rejecting the Contractor's future Bids in accordance with Section 102.5, "Rejection of Bids." The Contractor's repeated failure to make timely Subcontractor payment may also lead to Suspension or Debarment in accordance with Section 102.3, "Suspension and Debarment."

## **108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE**

### **108.2.1 Notice to Proceed**

The T/LPA may issue the Notice to Proceed within 30 Days after the T/LPA's Contract execution, unless otherwise agreed to by the parties. The Notice to Proceed will identify the timeframe the Contractor shall begin Work and when Contract Time shall begin. The Contractor's shall not commence Work without a Notice to Proceed.

### **108.2.2 Pre-Construction Conference**

After the issuance of the Notice to Proceed, the Project Manager will provide written notice to the Contractor of the date, time and location of the Pre-Construction Conference. The Pre-Construction Conference will occur during the timeframe in the Notice to Proceed. If the Contract has ramp up time, the Pre-Construction Conference shall occur before the ramp up time commences.

The Contractor shall ensure the Project Superintendent or the individual who executed the Contract attends the Pre-Construction Conference. The Contractor's shall not commence Work without a Pre-Construction Conference and the items above are Accepted by the T/LPA. Commencing Work without a Pre-Construction Conference may result in a Non-Conformance. Contract Time shall commence as indicated in the Notice to Proceed and no additional Contract Time will be granted.

The Contractor shall provide the following at a minimum of ten (10) Days before Pre-Construction Conference. The Pre-Construction Conference will not be held until the required items are provided to the T/LPA:

1. Letters of assignment (official capacity) for Project;
  - a. Project Superintendent;
  - b. Company and Project Safety Officer;
  - c. Traffic Control Supervisor (include current certifications and copy of wallet card)
2. A list with samples of authorized signatures and assignments for Supplemental Agreements (Change Orders), Progress Payments, payrolls and related items ;
3. Baseline Schedule;
4. Additions, revisions deletions to the Traffic Control Plan;
  - a. Proposed changes to the Project;
  - b. Potential problems with the construction of the Project;
5. List of Subcontractors and Material Suppliers;
6. Lump Sum breakdowns;
7. Weighmasters / Deputy Weighmaster certifications (must be maintained throughout the duration of the Project);
8. Progress Payment cutoff date;
9. Company EEO policy statement;
10. Recruitments letters (attachments E-K of the EEO package);
11. Superintendent's indoctrination letter (attachment D of EEO package);
12. If applicable the on-the-job training letter (Attachment R of the EEO package);
  - a. The trainee classification letter must include the number of trainees to be trained, the training program to be used, the classification of each trainee and the approximate start date;
13. The completed Civil Rights / EEO Pre-Construction Report. Complete and sign the portions that are applicable;
14. Pre-Construction safety questionnaire;
15. VECP form; and
16. Other items and any other documents required by the Contract or as directed in the Project

Manager's notice of Pre Construction.

### **108.3 SCHEDULE**

#### **108.3.1 Baseline Schedule**

The Project shall utilize a CPM format as the Baseline Schedule unless otherwise specified in the Contract.

The Project Manager will notify the Contractor in writing within ten (10) Days of the submittal of a Baseline Schedule if the schedule is "Accepted," "Accepted as noted," or is "rejected." For Baseline Schedules that are "rejected," the Project Manager shall communicate, in writing, to the Contractor all portions of the schedule that are not in compliance with the Contract requirements. The Contractor shall, within seven (7) Days of receipt of the reasons for rejection of the schedule, provide a new Baseline Schedule and all additional information necessary for the Project Manager to "Accept" the Baseline Schedule. The Project Manager will notify the Contractor in writing within seven (7) Days of the submittal of the corrected Baseline Schedule if the schedule is "Accepted," "Accepted as noted," or is "rejected." The Contractor's failure to provide a timely and Acceptable new Baseline Schedule in response to a rejected schedule waives any Claim the basis of which would have been documented by an Acceptable Baseline Schedule.

Unless otherwise specified in the Contract, the Contractor is wholly and solely responsible for construction means, methods or techniques, therefore the Project Manager's review of the Baseline Schedule will be for compliance with the Specifications and Contract requirements. Acceptance by the Project Manager shall not relieve the Contractor of any of its responsibilities for the accuracy or feasibility of the schedule. Any Baseline Schedule which exceeds the as let Contract Time may be "Accepted as noted" and does not revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. The T/LPA's Acceptance of a Baseline Schedule that exceeds as let Contract Time shall not operate as a waiver of the T/LPA's right to assess liquidated damages. A Baseline Schedule that reflects a Completion Date before the expiration of Contract Time does not revise the as let Contract Time and will be considered float for the exclusive use and benefit of the T/LPA. The Contractor shall not commence Work until the Project Manager Accepts a Baseline Schedule.

The T/LPA will use the Baseline Schedule to measure Project performance and for evaluation of changes to the Contract. Failure by the Contractor to include any element of Work required for performance of the Contract shall not excuse the Contractor from completing all Work within the required time.

##### **108.3.1.1 CPM Baseline Schedule**

Unless otherwise specified in the Contract the Contractor shall provide a CPM Baseline Schedule which clearly describes the following:

1. Created in the most current version of the scheduling software identified in the Contract;

2. Identifies the Project's Critical Path;
3. Includes all activities required to complete the Work, including but not limited to, engineering, surveying, permitting, submittals, approvals, procurement, fabrication, deliveries, crushing, utility Work and third party Work;
4. Includes milestones, interim Completion Dates, Substantial Completion Date, Physical Completion Date, and other key dates specified in the Contract;
5. Describe activities such that the Work is readily and identifiable. The activities shall provide the station or location of the Work;
6. Identifies the scheduled early and late start and finish dates for each activity;
7. Limits activity relationships to finish to start, start to finish, and finish to finish relationships. Use of leads and lags must be explained in the narrative;
8. Use only contractual date constraints, unless otherwise approved by the Project Manager;
9. Defines the Work calendar for each activity;
10. Narrative at a minimum including the plan for sequencing the Project;
11. Defines the duration of each activity;
12. Total Float and Free Float for each activity;
13. Workdays each week;
14. Contractor designated Holidays;
15. Number of shifts and Work hours per Day;
16. Anticipated weather events, based on historical data from the last seven (7) years;
17. Resource Loading that shows production rates; and
18. Cost loading that shall include the projected Project completion, measured in dollars and time, on a monthly basis or at each Progress Payment cut-off date.

### **108.3.2 Schedule Format**

#### **108.3.2.1 CPM Schedule Format**

The Project shall utilize a CPM format as the Baseline Schedule unless otherwise specified in the Contract.

The Contractor shall prepare and submit one (1) electronic copy and two (2) time-scaled color prints of the CPM Baseline Schedule, updated monthly schedule, and revised schedules using a Project scheduling software as directed by the T/LPA that includes the following features:

1. Ability to display the schedule as a Gantt chart;
2. Ability to clearly display the Critical Path of scheduled activities apart from the non-critical scheduled activities;
3. Ability to calculate and display Total Float and Free Float for each activity;
4. Ability to clearly display the early start, late start, early finish and late finish dates for each activity; and,
5. Ability to easily store and transfer the schedule as a file (or files) from one computer to another.

#### **108.3.2.2 Bar Graph Baseline Schedule**



If required by the Contract the Contractor shall submit the Baseline Schedule in bar graph form. The Baseline Schedule shall list Contract features or Work activities in sufficient detail to show a reasonable and workable plan to complete the Project within the Contract Time. The Contractor shall show the following on the bar graph Baseline Schedule:

1. Each Work activity as a bar;
2. Each activity's planned start and Completion Dates;
3. Each activity's estimated cost and percent of Total Bid Amount;
4. The overall Project cost;
5. The planned Project Completion Date;
6. The monthly projected percent complete in time and dollars;
7. A plot of the monthly projected percent complete (in dollars) superimposed on the bar chart; and,
8. Any approved Project suspensions and time extensions.

### **108.3.3 Monthly and Revised Schedules**

For this Section "schedule" refers to CPM or Bar Graph as required by the Contract. The T/LPA considers an updated monthly schedule as an update to the Accepted Baseline Schedule when no changes in activities have occurred except for the progression of planned Work. The T/LPA considers a revised schedule as a schedule that modifies the Accepted Baseline Schedule. If Accepted the revised schedule becomes the current Baseline Schedule.

Each activity in a monthly or revised schedule shall contain the same information required for the Baseline Schedule. Any updated or revised schedule that exceeds the as let Contract Time may be Accepted as Noted and does not revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. The T/LPA's Acceptance of an updated or revised schedule does not operate as a waiver of the T/LPA's right to assess liquidated damages.

The contractor shall submit an updated or revised schedule in accordance with 108.3.3.1, "Monthly Schedule Update." If the contractor fails to submit an Acceptable schedule, The T/LPA may take action in accordance with Section 109.8.2, "Non-Conformance." The Contractor's repeated failure to provide Acceptable monthly or revised schedules may lead to Suspension or Debarment in accordance with Section 102.3, "Suspension and Debarment." Failure to timely provide a monthly or revised schedule waives any Claim the basis of which would have been documented by an Acceptable monthly or revised schedule.

Float generated on Critical Path activities due to the acceleration of the Contractor's performance, at the written direction of the Project Manager, shall be for the exclusive use of the T/LPA; and, Float generated on Critical Path activities due to modification, reduction or elimination of items shall be for the exclusive use of the T/LPA. The float generated by a VECP may be split equally for the mutual use of the T/LPA and the Contractor.

Conditioned upon obtaining District Engineer prior approval with concurrence by the CLE, the

T/LPA may grant time extensions only to the extent that the activities on the Critical Path of the CPM Baseline Schedule in effect at the time of the Delay are impacted.

#### **108.3.3.1 Monthly Schedule Update**

The Contractor shall submit an updated schedule monthly by the Progress Payment cut-off date.

#### **108.3.3.2 Contractor's Independent Duty to Provide Schedule Revisions**

If it becomes apparent, or should have become apparent to the Contractor that the Contractor cannot complete the Work within the Contract Time, the Contractor shall provide a revised schedule and recovery plan to the Project Manager within five (5) Days. When the Critical Path changes, and when applicable, the Contractor shall provide a revised schedule and recovery plan to the Project Manager within five (5) Days.

If the Work falls behind schedule, the Contractor shall take such steps as may be necessary to mitigate damages and improve its progress including development of a recovery plan. For an excusable Delay, noncompensable Delay, concurrent Delay, as those terms are identified in Section 109.11, "Compensation for Claims," the Contractor shall take all reasonable steps to minimize the impact of the Delay once a Delay causing event is identified. Failure to do so may result in the rejection of all or part of the Delay Claim.

If the Delay cannot be mitigated, the Contractor shall promptly submit either a written request for an extension of the Contract Time pursuant to Section 105.19, "Notice of Intent to Claim," and Section 105.20, "Administrative Remedy," or request approval of a late completion schedule and shall be liable for liquidated damages.

For an inexcusable Delay or a nonexcusable Delay, as those terms are identified in Section 109.11, "Compensation for Claims," the Contractor shall consider as a minimum the following potential schedule mitigation techniques: increase the number of shifts, begin overtime operations, work extra Days including weekends and Holidays, or supplement its construction plant and submit, as provided in this Section, a revised schedule with a proposed recovery plan, as may be deemed necessary to demonstrate the manner in which the agreed rate of progress shall be regained, all at no cost to the T/LPA.

The revised schedule shall show Contract Time, Project Completion Date and all additional information necessary for the Project Manager to "Accept" the revised schedule. The Contractor's failure to provide a timely and Acceptable revised schedule waives any Claim the basis of which would have been documented by an Acceptable revised schedule. The Project Manager will provide the Contractor with a decision in writing within five (5) Days of receiving the revised schedule. The revised schedule shall become the current Accepted Baseline Schedule.

#### **108.3.3.3 Schedule Revisions at Request of T/LPA**

If it becomes apparent to the T/LPA that the Contractor cannot meet the schedule, the Project Manager may request a schedule revision and recovery plan from the Contractor. The Contractor shall, within five (5) Days of receipt of the request, provide a revised schedule. The Project Manager will provide the Contractor with a decision in writing within five (5) Days of receiving the revised schedule. The revised schedule shall become the current Accepted Baseline Schedule. The Contractor's failure to provide a timely and Acceptable response waives any Claim the basis of which would have been documented by an Acceptable revised schedule.

#### **108.3.3.4 Schedule Update and Revision Information**

The Contractor's updated monthly and revised schedules shall conform to the requirements of Section 108.3.1, "Baseline Schedule," and shall show:

1. Actual start and finish dates of each activity;
2. Remaining duration of activities started but not yet completed;
3. Delays and changes resulting from the addition, deletion or revisions to activities due to the issuance of a Change Order, change to an activity duration, changes to relationship between activities or changes to the planned sequence of Work or the method and manner of its performance; and
4. Narrative report describing:
  - a. Processes during the month;
  - b. Shifts in the critical activities from the previous update;
  - c. Sources of Delay;
  - d. Weather Days;
  - e. Traffic switches;
  - f. Allocations of crews;
  - g. Work completed the previous month;
  - h. Potential problem areas;
  - i. Work planned for the next update period; and
  - j. Changes made to the schedule.
  - k. The Superintendent shall sign the narrative and provide certification statement stating that the progress shown on the schedule update accurately represents Work completed through the date indicated:

#### **108.4 UNSATISFACTORY PROGRESS OF WORK**

The Project Manager will issue a notice of unsatisfactory performance to the Contractor. The notice shall be sent by certified mail and identify the unsatisfactory performance

The progress of the Work is deemed unsatisfactory when:

1. The dollars earned by the Contractor on the Project are 15% less than the estimated dollars earned, as shown on the current Accepted baseline progress schedule;
2. When the start of an activity on the Critical Path, as shown on the current Accepted progress schedule, has exceeded its late start date by seven (7) Days;

3. When an activity on the Critical Path, as shown on the current Accepted progress schedule, has exceeded its original duration by ten (10) or more Days; or,
4. When the Project Manager determines that the progress of Work is unsatisfactory.

When the progress of the Work is deemed unsatisfactory the Project Manager and the Contractor shall meet to address the schedule within five (5) Days. The Contractor shall provide a revised schedule with a narrative addressing Project progress compliance or anticipated liquidated damages. The T/LPA's approval of a late completion schedule will not operate as a waiver of the T/LPA's right to assess liquidated damages. Failure by the contractor to address the unsatisfactory progress within five (5) Days after the meeting, will result in the Project Manager issuing a Notice of Apparent Default to the Contractor per Section 108.9, "Default of Contract."

## **108.5 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT**

### **108.5.1 Character of Workers**

The Contractor shall provide the resources necessary to complete the Work as specified. The Contractor shall ensure workers have the experience and skills to perform assigned Work.

The Contractor shall remove employee(s) who perform the Work in an unskilled manner, is in eligible to perform the Work, or who is intemperate or disorderly. The Contractor shall allow these employees to return to the Project only with the Project Manager's written permission. If the Contractor or its employee(s) fail to comply with these requirements the Project Manager may suspend the Work at no cost to The T/LPA.

### **108.5.2 Methods and Equipment**

The Contractor shall use methods and Equipment capable of performing the Work specified in the Contract. The Contractor shall ensure that the Equipment does not damage the Roadway, adjacent property or other Highways, Streets, or Roads.

The Contractor shall request permission of the Project Manager in writing to use methods or Equipment other than those specified in the Contract. The Contractor shall describe the proposed methods and Equipment to be used and the reasons for the change. The Contractor shall perform Work in accordance with the original Basis of Payment and Contract Time. The Contractor shall discontinue use of alternate methods or Equipment when Work does not meet Contract requirements. The Contractor shall remove and replace unacceptable Work or repair deficient Work at no cost to The T/LPA.

## **108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME**

The T/LPA will provide the Contract Time in the Advertisement, in Working Days, Days, or Mandatory Completion Date.

For Working Day Projects, the Project Manager will provide the Contractor with a weekly statement showing the Contract Time, the number of Working Days used, the accumulated Working Days charged, and the number of Working Days remaining to complete the Work. The Contractor shall have three (3) Days after receipt of the weekly statement to object in writing to the weekly statement, setting forth the specific dates and justifications for the objection. If the Project Manager finds that the Contractor's objection is valid, or if there is an error, then the Project Manager will issue corrected weekly statement(s). If the Project Manager determines that the objection is not valid the Project Manager will notify the Contractor in writing. If the Contractor continues to object to the weekly statement then the Contractor may file a Notice of Intent to Claim. If the Contractor fails to timely object, the weekly statement is deemed Accepted by the Contractor.

The Contractor is not entitled to a Partial Suspension, at its own request, when any of the conditions below apply:

1. Projects with a Bar Graph Schedule
2. Projects with a Mandatory Completion Date;
3. Projects that are Calendar Day;
4. When performing Work on the Critical Path;
5. When the Contractor has not provided proper justification and the Project Manager has not approved the request;
6. The Work obstructs the Traveled Way; or
7. For issues for which the Contractor is responsible.

Partial Suspension shall be lifted if the Contractor works on Critical Path activities and the Project Manager shall commence the Contract Time count.

If completion of the Contract requires Extra Work that impacts the Critical Path, the Contractor shall provide the T/LPA an updated progress schedule and narrative requesting additional Contract Time associated with the Extra Work. Upon submission of adequate justification by the Contractor the District Engineer for the NMDOT District where the Project is located will determine if any adjustment in Contract Time is warranted with concurrence by the CLE.

Any request for additional Contract Time shall be made in writing to the Project Manager. If the Project Manager rejects a time extension request, the Contractor may proceed pursuant to Section 105.19, "Notice of Intent to Claim."

## **108.7 Reserved**

## **108.8 LIQUIDATED DAMAGES**

The T/LPA is entitled to assess liquidated damages for failure of the Contractor to complete the Work within the Contract Time. A daily charge will be made against the Contractor not as a penalty, but as liquidated damages, for each Day for any Work that remains uncompleted after the lapse of Contract Time.

In suits involving the assessment or recovery of liquidated damages, the reasonableness of daily charges will be presumed and the amount assessed will be in addition to every other remedy enforceable at law, in equity, by statute, or under the Contract.

The T/LPA does not waive its rights to assess liquidated damages under the Contract by allowing the Contractor to finish the Work after the expiration of Contract Time.

The Contractor shall complete the Work within the Contract Time. The T/LPA's Contract administrative costs, including engineering, inspection, and supervision, will be increased as the time to complete the Work increases.

The Contractor agrees that the following schedule of liquidated damages, unless otherwise specified in the Contract, represents an amount sufficient to cover estimated average daily costs incurred by the T/LPA if the Contractor does not complete the Project within the Contract Time and does not operate as a penalty to the Contractor:

<b>Schedule of Liquidated Damages</b>	
<b>Total Original Contract Amount (\$)</b>	<b>Charge (\$) per Day</b>
≤100,000	500
>100,000–500,00	1,000
>500,000–1,000,000	1,500
>1,000,000–2,000,000	2,000
>2,000,000–4,000,000	2,500
>4,000,000–7,000,000	3,000
>7,000,000–10,000,000	4,000
>10,000,000	5,000

The T/LPA will deduct liquidated damages from the next Progress Payment due to the Contractor after Contract Time expires and will continue to assess liquidated damages each Progress Payment until the determination of Substantial Completion. If the T/LPA directs Extra Work after Substantial Completion, the T/LPA will rescind the determination of Substantial Completion and then assess Contract Time in accordance with Section 104.2, "Extra Work." If the amount of liquidated damages exceeds the monies due to the Contractor for that Progress Payment then the T/LPA will seek reimbursement for any liquidated damages exceeding the dollar amount withheld from the Contractor.

If the Contractor has been granted Substantial Completion, but has not satisfied the requirements of Section 109.10, "Project Closure," the T/LPA reserves the right to continue to assess liquidated damages until Physical Completion. Upon the completion of steps I through VII of Project Closure the District Coordinator shall provide a written determination of Physical

Completion to the Contractor which stops further assessment of liquidated damages.

## **108.9 DEFAULT OF CONTRACT**

The T/LPA may declare the Contractor in default of the Contract if the Contractor:

1. Fails to perform the Work with sufficient resources (supervision, workers, Equipment, or Materials) to assure the completion of the Work;
2. Performs the Work unsuitably, or neglects or refuses to remove Materials or to correct rejected Work;
3. Fails to begin the Work within the time specified in the Notice to Proceed;
4. Discontinues the Work;
5. Fails to resume discontinued Work after the T/LPA issues a request to resume Work;
6. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
7. Allows a final judgment, in a suit filed in connection with this Contract, to stand unsatisfied for 30 Days;
8. Makes an assignment, in connection with the Contract, for the benefit of its creditors;
9. Fails to carry on the Work in an Acceptable manner in accordance with the Contract;
10. Fails to comply with Contract requirements or willfully violates any term or condition of the Contract;
11. Fails to perform the Work or maintain the Project in compliance with Federal and New Mexico Occupational Health and Safety laws and regulations;
12. Fails to observe or comply with Federal and New Mexico laws and regulations, local laws and ordinances,
13. Is debarred or suspended in accordance with the Section 102.3, "Suspension and Debarment," or is suspended or debarred by any federal agency;
14. Communicates that the Contractor may not perform under the Contract;
15. Fails to promptly pay a Subcontractor or Supplier for undisputed Accepted Work in accordance with Section 108.1, "Subcontracting;" or

The complete default process is sequential and consists of the following steps:

1. Notice of Apparent Default;
2. Declaration of Default and Demand for Surety to Complete the Work; and,
3. T/LPA Completion of the Work;

### **108.9.1 Notice of Apparent Default**

The Project Manager will provide written notice to the Contractor and the Contractor's Surety specifying the condition(s) in Section 108.9, "Default of Contract," that the Contractor violated and the corrective measures to be taken by the Contractor. If the Contractor or Surety does not proceed with the corrective measures within ten (10) Days of the date written notice, the T/LPA, has full power and authority, without violating the Contract, to declare the Contractor in default.

### **108.9.2 Declaration of Default and Demand for Surety to Complete the Work**

The written declaration of default is separate from the notice of apparent default and will be addressed to both the Contractor and the Surety. The declaration of default is issued after time for the Contract to take corrective measures expires in Section 108.9.1, "Notice of Apparent Default." The declaration of default removes the corrective measures from the Contractor, and will demand compliance by the Surety of the terms, conditions, and obligations contained in the Performance Bond.

If the T/LPA determines that the Contractor is in default the Surety shall complete the Work at its own expense pursuant to the Contract and receive the balance of any funds owed to the Contractor.

### **108.9.3 T/LPA Completion of the Work**

If the Surety fails to complete the Work, the T/LPA will complete the Work. The T/LPA will deduct costs and charges that the T/LPA incurs as a result of the default and the cost of completing the Work from Contract funds due to or which may become due to the defaulting Contractor or Surety. If the total costs for completing the Work exceeds the amount that would have been payable under the Contract, the defaulting Contractor and the Surety shall be jointly and severally liable for the excess costs.

If a default of the Contractor is later determined to be without cause, the default of the Contractor will revert to a Section 108.10, "Termination of Contract; No Fault of Contractor," and the Contractor is not entitled to recover damages other than those allowed by that Section.

### **108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR**

The T/LPA may terminate, by written notice and order, all or part of the Contract, after determining the following:

1. That the Contractor is prevented from proceeding with or completing the Work as originally contracted for reasons beyond the control of the Contractor; or
2. That termination would be in the public interest.

Reasons for termination may include, but are not limited to, the following:

1. Executive orders of the President of the United States;
2. Executive orders of the Governor of the State of New Mexico;;
3. An emergency that creates a serious shortage of Materials, as deemed by the T/LPA
4. Orders from duly constituted authorities relating to energy conservation;
5. Restraining orders or injunctions obtained by third party citizen actions resulting from national or local environmental protection laws or where the issuance of the order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor; or,
6. To correct any material errors or omissions or to correct any discrepancy or contradictions within the Contract discovered after execution of the Contract by both parties, the failure



of which to correct is likely to lead to Contractor Delay, a Claim for additional time, or a Claim for compensation which may exceed the costs recoverable under this Section.

### **108.10.1 Submittals and Procedures**

When the T/LPA issues a notice and order for a Contract termination effective on a certain date the T/LPA will pay:

1. For the actual number of units or items of Work completed at the Bid Item Unit Price;
2. For items of Work started but not completed as negotiated and mutually agreed. Negotiated amount shall not exceed the Bid Item Unit Price;
3. For invoices to restock or for invoices for Material on hand for Work not yet started. Invoices shall be provided by the Contractor documenting both costs and T/LPA will make a determination on how to proceed, including delivery of the Material if needed. For the purposes of this Section, Materials on hand are Materials that are ordered and have been manufactured before the date notice and order of termination is issued.

After the Contractor receives the termination notice and order from the T/LPA, and no agreement or only a partial agreement is reached about the termination costs, then Contractor shall submit any Claim for damages or costs within 30 Days of the date of the notice and order of termination or shall waive such Claim. The Contractor shall submit the Claim in accordance with Sections 105.19, "Notice of Intent to Claim," and 105.20, "Administrative Remedy." The Claim shall be limited to the following cost items:

1. Actual and direct Bidding and Project investigative costs which are separate and excluded from home office overhead costs;
2. Actual and direct mobilization costs, mobilization paid by the T/LPA exceeding actual and direct mobilization costs may be subject to reimbursement by the Contractor;
3. If Work is stopped in advance of the termination date, idle Equipment time using standby-time rental rates at 50% of the Blue Book Equipment rental rate, without the operating cost;
4. If Work is stopped in advance of the termination date, idle labor costs;
5. Unpaid Supplier costs;
6. Accounting charges involved in Claim preparation;
7. Written and executed agreements for private land usage; and
8. An additional ten percent (10%) of the total of the above items 2, 3, 4, and 5 to cover home office overhead and salaried labor expenses.

The Contractor shall provide those records required by Section 105.20.1, "Submittal of the Claim to the Project Manager," to the T/LPA to determine the validity and amount of each Claim item. The Contractor shall not be entitled to recover anticipated loss of profits or any category of damages excluded pursuant to Section 109.11, "Compensation for Claims."

Full or partial Contract termination does not relieve the Contractor of its contractual responsibilities for the completed Work, nor will it relieve the Surety of its obligation for Claims arising out of the completed Work.

## SECTION 109: MEASUREMENT AND PAYMENT

### 109.1 MEASUREMENT OF QUANTITY

The T/LPA will measure Pay Items in accordance with the Pay Unit listed in the Contract.

#### 109.1.1 Pay Unit Terminology

Otherwise, the following terminology controls:

1. The distance between stations is 100 feet, measured longitudinally;
2. Longitudinal measurements are along and parallel to surfaces, not horizontal. For Pay Items measured by the square yard, the T/LPA will make no deduction for fixtures in the Work with areas less than one (1) square yard;
  - a. Transverse measurements for areas of Base Course and pavements are the neat line dimensions shown on the Plans based on the average width of the installed Material along the centerline of the Roadway;
  - b. Structures are measured according to the neat lines shown on the Plans or as provided by the T/LPA;
  - c. For Pay Items measured by the foot, measurements are parallel to the base or foundation;
3. The volume of excavation is calculated by using the average end area method at 25 foot intervals or other Project Manager approved methods;
4. A ton equals 2,000 lb; a "sack" equals 94 lb of cement;
5. Timber and lumber (permanently incorporated in the Project) is measured by the foot, and measured on nominal widths and thickness and the length of each piece. The T/LPA will Accept lumber and timber conforming to the American Lumber Standards for rough and dressed sizes, as specified in the Contract;
6. Standard manufactured items, identified by unit weight or section dimensions, are measured using nominal weights or dimensions. The T/LPA will Accept manufacturing tolerances established by the industries involved, unless otherwise stated in the Contract.
7. Asphalt Materials are measured by the ton or as designated in the Contract. The weight is based on net certified scale weights or weights calculated from certified volumes. The certified weights or volumes are subject to inspection and adjustment at the point of delivery.
8. Materials that are measured by weight shall be measured and proportioned by weight using certified and accurate scales that are within tolerances established by State law;
  - a. The Contractor shall provide scales or use commercial scales;
  - b. Scales shall be certified and sealed at least once every 12 months or each time the scales are relocated, or as directed by the Project Manager;
  - c. Weighmasters (including Deputy Weighmasters), provided by the Contractor and certified by the NMDA, shall operate the scales. The certified weighmasters shall perform their duties in accordance with the regulations of the New Mexico T/LPA of Agriculture statutes and regulations concerning the same. The cost of the certified

- weighmasters, weighmasters' scales, scale tickets, scale house, and verification of the scale's accuracy is Incidental to the weighed Material;
- d. Empty vehicles used to haul Material paid by weight shall be weighed at least twice daily, at a minimum once prior to initial Material delivery and once prior to final Material delivery. The Contractor shall ensure vehicles bear legible identification marks. On a daily basis the Contractor shall provide the Project Manager with a written list of delivery vehicles showing identification marks, number of axles, the distance between extreme axles and daily tare weights. The Contractor shall update this information before delivery of the Material and when the Contractor changes vehicles, combination vehicles, or axle length relationships;
  - e. The T/LPA may convert weight to volume, or volume to weight, for payment purposes. The Project Manager will determine the factor(s) for conversion using an Acceptable method;
  - f. The operator of each weighed vehicle shall obtain a scale ticket (certificate of correct weight) from the weighmaster and deliver the ticket to the Project Manager or designee at the point of delivery. The following information shall be included on the scale ticket:
    - i. Project number;
    - ii. Date;
    - iii. Ticket number;
    - iv. Truck / Trailer unit number;
    - v. Gross weight;
    - vi. Tare weight;
    - vii. Net weight;
    - viii. Material type;
    - ix. Certified weighmaster's name;
    - x. Signature of weighmaster; and
    - xi. Whether the driver was on or off the scale during weighing.

## **109.2 APPROVED EQUIPMENT RENTAL RATES**

For machinery or Equipment owned or leased directly by the Contractor or its Subcontractor at any tier, the Contractor will be paid Equipment rental rates as designated in the Contract. The T/LPA will not compensate the Contractor or its Subcontractors at any tier for owned or leased small tools. Small tools are defined as any tool which would be valued less than \$2000.00 if purchased new.

The Blue Book rates shall be used for the actual time the Equipment is in operation calculated by using the Federal Highway Administration rate. The FHWA rate is equal to the monthly rate divided by 176 (hours/month) plus the hourly operating cost. The FHWA rate must also be adjusted for age and geographic region. Therefore, the "FHWA" rate in the Blue Book represents monthly rate/176 x age adjustments x regional adjustments plus hourly operating cost. The T/LPA may add a maximum of 10% only to the Equipment rental rates. The T/LPA will apply Equipment rental rates pursuant to the Blue Book and in accordance with the following criteria:

1. The manufacturer's identification plates on the Equipment will be used to identify the Equipment and its capacities. If the Equipment does not have these plates, the Contractor shall provide written statements certifying the Equipment identification and capacity as shown on the Contractor's Equipment inventory. The Contractor shall submit the type, capacity, and horsepower of each piece of Equipment, to correlate with the Blue Book schedule. The Blue Book reflects the maximum rates for Equipment of modern design and in good-working condition;
2. The Blue Book lists common pieces of Equipment. If the Blue Book does not list a piece of Equipment the use of the Blue Book rental rate for a comparable piece of Equipment shall be used as approved by the Project Manager. If no comparable piece of Equipment is identified in the Blue Book the Project Manager may negotiate a rental rate with the Contractor at a fair market rental rate;
3. If a piece of Equipment, not available on the Project, requires hauling onto the Project, the Contractor shall include the actual transportation cost (in and out). The T/LPA will pay the transportation cost for each piece of Equipment once. Under unusual circumstances the Contractor may provide to the T/LPA written justification for additional transportation costs;
4. The Contractor shall only be paid the operating rate for those hours the Equipment is actually in use. A standby rate for Equipment required to be at the Work site but not operating may be paid by the T/LPA if agreed to in writing in advance by the Project Manager in which case the T/LPA will pay for standby Equipment using standby-time rental rates at 50% of the Blue Book Equipment rental rate, without the operating cost.
5. The regional difference percentage, as described in the Blue Book does not apply. However, the factors in the Rate Adjustment Tables of the Blue Book do apply;
6. Overtime, as described in Blue Book does not apply. The T/LPA will pay for Equipment used on Extra Work at the regular hourly rate in accordance with the rate provided in the Blue Book.

### **109.3 SCOPE OF PAYMENT**

The Contractor shall receive and accept compensation in accordance with the Bid for performing the Work in an Acceptable manner. The compensation associated with the Bid shall include the risks, losses, damages and expenses that, when considering the nature of the Work and having exercised Pre-Bid Due Diligence, should have been reasonably expected by the Contractor in prosecuting the Work.

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all Materials and for performing all Work under the Contract in a complete and Acceptable manner subject to the provisions of Section 107.26, "No Waiver of Legal Rights." The Contractor's Bid Item Unit Price is presumed to be based on its exercise of Pre-Bid Due Diligence and considers all risk, loss, damage, or expense of whatever character arising out of the nature of the Work.

The T/LPA will pay for the approved actual quantities of Material incorporated into the Work unless otherwise provided in the Contract.

The T/LPA will only pay for Pay Items listed in the Contract in accordance with the "Basis of Payment" provisions. Items not included in the "Basis of Payment" provisions shall be considered Incidental, unless otherwise indicated in the Contract. The T/LPA will not pay separately for Work Incidental to the completion of a Pay Item, or pay for the Incidental Work under another Pay Item; except as provided in Section 104.6, "Rights in and Use of Materials Found on the Work."

Payment for any Pay Item shall be full compensation for all Work necessary to complete the Pay Item.

When a Contract Item Specification references another Specification(s) to complete the Work, Pay Items referenced in that Specification, the Pay Items referenced will not be measured or paid for separately. *For example, if the Specification for Contract Item "A" refers to Specification "B" the Pay Items in Specification "B" will not be paid for, unless specifically stated in the Contract. The Payment for Contract Item "A" will be full compensation for Work as described in the Specification for Contract Item "A".*

The Contractor shall not receive payment for corrective Work. Corrective work is Work required by the T/LPA to make previously unacceptable Work Acceptable.

The T/LPA may Accept portions of the Work at an adjusted price in accordance with the relevant Pay Adjustment provisions in the Contract. The adjusted price only applies to the specific Accepted portion of Work.

#### **109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES**

When the Project Manager determines the Work is Acceptable, the T/LPA will pay the Contractor in accordance with Basis of Payment section or Change Order. If the Accepted quantities of Work vary from the quantities in the Contract, the Contractor shall accept, as payment in full, payment based on the Bid Item Unit Price for the Accepted quantity.

#### **109.5 PAYMENT FOR EXTRA WORK**

The T/LPA will pay the Contractor for Extra Work resulting from significant changes in the character of the Work, differing site conditions or T/LPA ordered Work based on the following order of priority for payment:

1. Bid Item Unit Prices;
2. Negotiated unit prices;
3. Negotiated Lump Sum; or
4. Force Account.

For Items of Work performed by the Contractor, the negotiated unit price or negotiated Lump Sum price shall include all costs associated with the Work. If Subcontractors perform Work as Extra Work under items 2, 3 or 4, the T/LPA may only compensate the Contractor up to an

additional ten percent (10%) of the total actual cost of the subcontracted Work less than or equal to \$10,000.00 for indirect and administrative costs. If the total cost of the subcontracted Work is greater than \$10,000.00 then the T/LPA shall only compensate the Contractor \$1,000.00 plus 5% of the excess over \$10,000.00.

## **109.6 FORCE ACCOUNT**

When the order of priority for payment is exhausted and Extra Work must be paid by Force Account, the T/LPA will pay the Contractor in accordance with the following Sections.

If the total cost of the subcontracted Work by Force Account is less than or equal to \$10,000.00, then the T/LPA shall only compensate the Contractor an additional ten percent (10%) of the total cost of the subcontracted Work for indirect and administrative costs. If the total cost of the subcontracted Work is greater than \$10,000.00 then the T/LPA shall only compensate the Contractor \$1,000.00 plus 5% of the excess over \$10,000.00.

### **109.6.1 Labor**

The T/LPA will pay the wage rate for Force Account Work actually paid by the Contractor during the pay period ending before the Force Account Work commences. Such payment shall include Work by supervisors in direct charge of the Force Account Work. If there is no wage rate for a labor classification needed to perform the type of Work required, the T/LPA and Contractor will negotiate and document a new wage rate before beginning the Force Account Work.

Labor shall also include, and the T/LPA will reimburse for, the following actual reasonable costs paid to (or on behalf of) workers:

1. Subsistence and travel allowances that do not exceed the New Mexico Per Diem and Mileage Act or other T/LPA approved per diem rates;
2. Health and welfare benefits;
3. Retirement fund benefits;
4. Vacation benefits; and
5. Other benefits required by collective bargaining agreements or other employment Contract, applicable to the class of labor.

The T/LPA will pay an amount equal to 30 percent of the sum of the direct labor costs and fringe benefits. This payment is in compensation in the following increments: field office overhead (10 percent), home office overhead (10 percent), and profit (10 percent).

### **109.6.2 Bond, Insurance, and Tax**

The T/LPA will pay the Contractor either:

Option 1

The actual cost of the following, plus six percent (6%):

1. Property damage, liability, and worker's compensation insurance premiums;
2. Unemployment insurance premiums or contributions;
3. Applicable payroll taxes (not including gross receipts taxes); and
4. Social Security taxes.

To recover actual costs, the Contractor shall provide actual invoice costs of the rate(s) it has paid for bonds, insurance, and taxes.

#### Option 2

In lieu of supplying the above evidence and recovering actual costs:

1. The Contractor shall receive payment at a rate representing 30% of the labor costs for labor burden; and
2. The Contractor shall also receive payment for the additional costs to Contract Bonds supported by invoice(s).

#### **109.6.3 Materials**

The T/LPA will pay the Contractor the actual cost of Materials Accepted by the Project Manager and incorporated into the Force Account Work, including transportation charges paid by the Contractor (exclusive of Equipment rentals), plus 15% of the Material cost.

#### **109.6.4 Equipment**

For special Equipment (other than small tools as defined by the Blue Book), including fuel and lubricants and transportation costs, the T/LPA will pay rental rates as determined in accordance with Section 109.2, "Approved Equipment Rental Rates," unless otherwise agreed in writing.

#### **109.6.5 Miscellaneous**

The T/LPA will not pay for other costs not specifically addressed in Section 109.6, "Force Account."

#### **109.6.6 Documentation**

The Project Manager will use forms approved by the NMDOT to track Force Account costs. The Contractor shall compare and reconcile records with the Project Manager daily, or as otherwise directed by the Project Manager, to determine the amount of Force Account Work completed by the Contractor.

#### **109.6.7 Statements**

The T/LPA will not pay for Force Account Work until the T/LPA verifies that the Force Account Labor, Material and Equipment forms are supported by the documents below. Contractor furnishes the Project Manager with itemized statements of the cost of the Force Account Work detailed as follows:

1. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman;
2. Attachments verifying Equipment brand, year of manufacture, operating Specifications, dates of use, daily hours, total hours, current Blue Book rental rate, and rate of applicable attachment for each piece of Equipment;
3. Quantities of Materials and prices; and,
4. Transportation of Materials.

Statements shall be supported by receipted invoices for all Materials used and for transportation charges. For in-stock Materials or Materials furnished by the Contractor, the Contractor shall provide an affidavit certifying that such Materials were taken from the Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. This requirement does not waive the Contractor's responsibility to provide Certificates of Compliance per 106.4, "Certificates of Compliance."

The total payment made as provided above shall constitute full compensation for Force Account Work authorized in writing by the T/LPA.

### **109.7 ELIMINATED ITEMS**

Should Pay Items contained in the Contract become unnecessary for the reasonable completion of the Work, the Project Manager may direct the Contractor, in writing, to eliminate Pay Items from the Contract. This written notification will not invalidate the Contract. The T/LPA will reimburse the Contractor for actual Work completed before the written notification at Bid Item Unit Price.

The total cost of return freight, handling and restocking for Materials associated with that eliminated Work will then be increased by 15%. If Materials cannot be returned, the T/LPA will pay for said Materials at Contractor's actual cost and take ownership.

### **109.8 PROGRESS PAYMENTS**

The Contractor shall not construe any Progress Payment to be an Acceptance of any defective Work or improper Material.

The Acceptance of Work for the purposes of Progress Payments does not constitute Final Acceptance of the Work.

The T/LPA will make Progress Payments once each month. The Project Manager will prepare and post Progress Payments based on estimates of the value of the Work performed and



Materials complete-in-place, and in accordance with Section 109.9, "Stockpile," and minus price reductions within five (5) Days of the estimate cut-off date.

The T/LPA will include monies associated with an Accepted and fully executed change Order when the Work is Accepted with the next Progress Payment.

The Project Manager shall process a Progress Payment on a monthly basis regardless of the dollar amount, including zero dollar (\$0.00), owed the Contractor.

The T/LPA has the authority to withhold Progress Payments in part or in their entirety as part of a suspension.

### **109.8.1 Reserved**

### **109.8.2 Non-Conformance**

If the Contractor fails to comply with all material terms and conditions of the Contract the T/LPA may withhold an additional 25% as a Non-Conformance from each Progress Payment and subsequent Progress Payments. Release of Non-Conformance withholdings shall be processed at the next scheduled Progress Payment after the resolution of the Non-Conformance.

Nothing in this Section prevents the T/LPA from withholding application and certification for payment because of the following: unsatisfactory job progress, defective construction not remedied, disputed Work, third party Claims filed or reasonable evidence that a Claim will be filed, failure of the Contractor to make timely or prompt payments for labor, Equipment, and Materials, damage to the T/LPA, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract,.

The Contractor is not entitled to late payment charges, including late payment charges pursuant to NMSA 1978, § 13-1-158, associated with any payment retained under this Section.

#### **109.8.2.1 Automatic Non-Conformance**

These items do not follow the Potential Non-Conformance process below. The failure to comply will automatically result in the issuance of a Non-Conformance and withholding of an additional 25% as a Non-Conformance from each Progress Payment. The following items shall be provided in the timeframes in their respective Section:

1. The Certificate of Compliance per Section 106.4, "Certificates of Compliance" for Materials that are required to be Buy America compliant per Section 106.12, "Buy America Requirements;"
2. Schedule submittals within the timeframes in Section 108.3, "Schedule;"
3. Prime Contractor's certified payrolls complete submittal within the timeframe in the "Federal Requirements" Notice to Contractors; and,
4. The Contractor's prompt payment to its Subcontractor for undisputed Accepted Work.

### **109.8.2.2 Potential Non-Conformance**

For all other terms of the Contract, that the Contractor fails to comply with the T/LPA will issue a Notice of Potential Non-Conformance. The Notice of Potential Non-Conformance will be issued on a form similar to that used by the NMDOT and the Contractor shall have five (5) Days after the Progress Payment cutoff date to resolve the issues listed on the form.

If the Contractor resolves all issues on the Notice of Potential Non-Conformance within five Days after the Progress Payment cutoff date then no action to withhold the 25% Non-Conformance amount is taken by the T/LPA. If the Contractor does not resolve each issue on the Notice of Potential Non-Conformance within five Days after the Progress Payment cutoff date then the T/LPA will withhold an additional 25% as a Non-Conformance from each Progress Payment and subsequent Progress Payments until the Contractor fully complies with the Contract.

For Safety Items the T/LPA will include a timeframe to resolve the issue in the Notice of Potential Non-Conformance that may be other than five (5) Days after the Progress Payment cutoff date. If the Contractor fails resolve the safety issue in the Notice of Potential Non-Conformance in timeframe then the T/LPA will withhold an additional 25% as a Non-Conformance from each Progress Payment and subsequent Progress Payments until the Contractor fully complies with the Contract.

### **109.9 STOCKPILE**

Only items identified in the Notice to Contractors titled "Stockpile" are eligible for Stockpile payment.

#### **109.9.1 Stockpile Payment**

After measurement, partial (stockpile) payments to the Contractor may be made for Items on hand not to exceed 50% of the Bid Item Price under the following conditions:

1. The Items will be incorporated in the Work;
2. The Items are delivered to the Project or to a storage place approved by the Project Manager;
3. The delivered Items meet the requirements of the Contract, including Certificates of Compliance per Section 106.4, "Certificates of Compliance;" and,
4. The Contractor submits paid invoices, certified by the Supplier or Fabricator, to the Project Manager.

### **109.10 PROJECT CLOSURE**

- Step I. Contractor Notice of Projected Substantial Completion Date
- Step II. Completion Conference

- Step III. Termination of Contract Time
- Step IV. Project Inspection and Development of Punch List
- Step V. Notice of Punch List Completion and Request of Final Inspection
- Step VI. Final Inspection
- Step VII. Contractor Submittal of Final Documentation
- Step VIII. Physical Completion and Final Payment

### **109.10.1 Contractor Notice of Projected Substantial Completion Date**

The Contractor shall provide written notification to the District Coordinator of the projected Substantial Completion Date. This notice shall be provided a minimum of 30 Days prior to the projected date unless otherwise approved by the Project Manager.

### **109.10.2 Completion Conference**

Prior to the projected Substantial Completion Date, the District Coordinator and the Project Manager shall conduct a completion conference with the Contractor to review the Project and determine conformance with the Contract. The T/LPA and Contractor will address all outstanding Work needed for Substantial Completion. The T/LPA and Contractor will agree on the schedule for completion of all Work necessary for Project closure pursuant to Section 109.10, "Project Closure."

Within five (5) Days of the completion conference or as directed by the Project Manager the Contractor shall submit for approval by the Project Manager the Contractor's proposed updated schedule for Project closure.

### **109.10.3 Termination of Contract Time and Determination of Substantial Completion**

After steps I and II of Project Closure are complete and the Contractor has determined it is ready to request Substantial Completion, the Contractor shall provide to the T/LPA a written request to determine Substantial Completion. Within two (2) Days of receipt of the request for Substantial Completion the T/LPA, upon obtaining NMDOT concurrence, will issue a determination of Substantial Completion, Contract Time or, if applicable, Liquidated Damages assessments will cease upon Substantial Completion.

#### **109.10.3.1 Rescinding Substantial Completion**

The T/LPA may rescind Substantial Completion by written notice when any of the conditions for Substantial Completion in the definition of Substantial Completion are no longer met. Substantial Completion may also be rescinded by the T/LPA when T/LPA Ordered Work per Section 104.2.3, "T/LPA Ordered Work," is required.

### **109.10.4 Project Inspection and Development of Punch List**

The Project Manager shall inspect the Project to verify that all Work is complete or develop Punch List items upon the determination of Substantial Completion. The Project Manager shall provide the Contractor written notice that all Work is complete or shall provide a Punch List. Contract Time shall resume if the Contractor fails to provide Acceptable Work associated with the Punch List within the agreed upon schedule that shall not exceed thirty (30) Days and resumed Contract Time shall continue until all Punch List Work is Accepted.

#### **109.10.5 Notice of Punch List Completion and Request of Final Inspection**

The Contractor shall provide written notification to the Project Manager that the Punch List is complete and request final inspection.

#### **109.10.6 Final Inspection**

The final inspection by the Project Manager, District Coordinator and the CLE will be scheduled and conducted within fourteen (14) Days of the Contractor written request for final inspection. If the inspection reveals unacceptable or unsatisfactory Work, the Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the Work, written notification shall be provided to the Project Manager, the Project Manager shall make an additional inspection and notify the Contractor within fourteen (14) Days of the findings.

If the Project Manager, District Coordinator and the CLE are satisfied that the Work is complete and Acceptable, that inspection shall constitute the final inspection. The Project Manager shall provide written notification of the final inspection Acceptance to the Contractor within four (4) Days.

The T/LPA will Accept the Project as soon as practicable after completion and inspection of the Work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or
4. The T/LPA's warranty or guaranty rights.

#### **109.10.7 Contractor Submittal of Final Documentation**

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid and Surety Release within five (5) Days of the date of the written notice of final inspection Acceptance. For the Pit Release Acceptance by the Project Manager of a letter of intent from the landowner for future use may exempt haul Roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed Claims for additional compensation, for labor performed, or for Material, supplies, or services furnished to the Contractor or its Subcontractors.

The T/LPA shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

#### **109.10.8 Physical Completion, Final Payment and Final Acceptance**

Upon the completion of steps I through VII of Project Closure the T/LPA, upon obtaining NMDOT concurrence, shall provide a written determination of Physical Completion to the Contractor. The T/LPA shall not release retained amounts until Physical Completion and when the Contractor fully complies with all Contract requirements.

Until Physical Completion of the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the Work.

The T/LPA shall prepare an estimate summary to contractor which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior Progress Payments. The T/LPA shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the T/LPA's duly certified final payment voucher. Upon receipt of a signed and approved final payment voucher the T/LPA shall Accept the Work and pay the balance due on the final payment voucher. The T/LPA paying the balance due on the final payment voucher constitutes Final Acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) Days of receipt of the final payment voucher. The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Project Manager in writing before the 7 day expiration. If the Project Manger agrees that there is clerical error, the Project Manager will correct the error and reissue the final payment voucher. If the Project Manager does not agree the Project Manager shall notify the Contractor in writing and the Contractor shall have 7 Days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the T/LPA shall Accept the undisputed Work, pay the undisputed balance unilaterally due on the final payment voucher. A Claim is forever barred if the Claim is not timely and properly submitted pursuant to Section 105.19, "Notice of Intent to Claim," within seven (7) Days of receipt of the T/LPA's proposed final payment voucher. The T/LPA paying the balance due on the final payment voucher constitutes Final Acceptance.

Upon Final Acceptance the T/LPA will complete its administrative process to close the Project.

### **109.10.9 T/LPA Requests for Reimbursement or Refund**

The Contractor shall reimburse or refund the T/LPA for any overpayment in response to a request for refund of overpayment within 30 Days of the T/LPA's request. Failure by the Contractor to comply may subject the Contractor to default and to rejection of the Contractor's Bids in accordance with Section 102.5, "Rejection of Bids," until such time that Contractor complies with this Section.

### **109.11 COMPENSATION FOR CLAIMS**

The Contractor is not entitled to late payment charges, including late payment charges pursuant to NMSA 1978, § 13-1-158, associated with any Claim or disputed construction services and Materials. The T/LPA will pay the Contractor late payment charges as authorized by NMSA 1978, § 13-1-158 for construction services and Materials not the subject of a disputed Claim. The T/LPA will pay the Contractor late payment charges on undisputed, qualified, Delayed Progress Payments for certified, approved and Accepted Work in accordance with Section 109.8, "Progress Payments," that are not the subject of a disputed Claim.

The Contractor is barred from seeking a Claim, a remedy, compensation, time, cause of action, or any damages except as provided by Section 105.19, "Notice of Intent to Claim," and Section 105.20, "Administrative Remedy," and this Section.

The Contractor shall not be entitled to any consequential, indirect, punitive, exemplary, special, or Incidental damages. When the T/LPA determines entitlement the Contractor shall only receive additional compensation and time as specifically provided by the following Sections of these Specifications: Section 104.2.1, "Significant Changes in the Character of the Work;" Section 104.2.2, "Differing Site Conditions;" Section 104.2, "Extra Work;" Section 107.10.3, "Cooperation with Owner of Railroad Right of Way;" Section 107.20, "Contractor's Responsibility to Protect the Work;" Section 108.6, "Determination and Extension of Contract Time;" Section 108.10, "Termination of Contract; No Fault of Contractor;" Section 109, "Measurement and Payment;" and this Section.

Except as otherwise agreed to by the Contractor and the T/LPA in a written Change Order, all Claims and causes of action arising out of the performance and administration of the Contract shall be governed by this Section including: Claims for Delay, Claims for additional compensation and time, Contract adjustment, Claims seeking extension of Contract Time, Claims seeking Delay damages, pass-through Subcontractor Claims, causes of action for breach of Contract, promissory estoppel, equitable estoppel, waiver, detrimental reliance, bad faith breach of contract, breach of the covenant of good faith and fair dealing, or any other cause of action arising out of the performance of the Work or the Contract. The compensation, time and damages provided for in this Section are exclusive, complete, and apply regardless of whether such Claims are to be resolved pursuant to the procedures set forth in Section 105.20, "Administrative Remedy," or any other legal or administrative procedure, whether or not authorized herein, including arbitration, mediation, or appeal.

### **109.11.1 Non Critical Disruption**

Non-critical Disruption is a disruption or interference with Contractor's performance, regardless of cause, that does not negatively impact the Critical Path of the Project and therefore does not meet the definition of a Delay and for which the Contractor will not be entitled to receive Delay compensation per Section 109.11.2.2 nor time.

### **109.11.2 Delay**

"Delay," in this Section, does not include time extensions granted by the T/LPA by Change Order in accordance with Section 108.6, "Determination and Extension of Contract Time," that do not result in any additional compensation.

The Contractor's entitlement to compensation and time for a Delay is defined, limited to, and provided as follows:

1. Excusable Delay: A Delay which is beyond the Contractor's control that negatively impacts the Critical Path of the Project and is not caused, by the Contractor's fault or negligence and for which compensation and/or a time extension may be granted, based upon the following:
  - a. Excusable Compensable Delay: An excusable Delay that negatively impacts the Critical Path of the Project resulting from the neglect or default of the T/LPA or from a differing site conditions per the Section for differing site conditions. For such Delays, upon obtaining the approval of the District Engineer with concurrence from the CLE, the T/LPA may grant additional time and compensation. Examples of an excusable compensable Delay may include but are not limited to Delays attributable to design errors or a differing site condition not readily discovered through Pre-Bid Due Diligence, failure by the T/LPA to acquire Right of Way, and T/LPA-initiated design changes;
  - b. Excusable Noncompensable Delay: An unforeseen and unanticipated excusable Delay not caused by the fault of either the Contractor or the T/LPA that negatively impacts the Critical Path of the Project. For such Delays, the Contractor may receive an extension of time but not additional compensation. Examples of a noncompensable Delay may include but are not limited to those events described in Section 107.20, "Contractor's Responsibility to Protect the Work."
2. Inexcusable Delay or nonexcusable Delay: A Delay for which the Contractor is not entitled to compensation and/or time that was caused by: factors within the Contractor's control; the fault or responsibility of the Contractor; factors that could or should have reasonably been foreseen by the Contractor; Delays caused by an event that the Contractor could have foreseen and prevented but failed to do so; or failure to reasonably mitigate additional Delay after an excusable Delay has been identified. Examples of inexcusable or nonexcusable Delays may include but are not limited to those attributable to reasonably expected seasonal inclement weather events based on historical data, reasonable time periods necessary for reviews of Shop Drawings by the

T/LPA, inefficient operation by the Contractor or Subcontractor, inefficient or ineffective construction management by the Contractor or Subcontractor, failure to assign sufficient resources to the Project by the Contractor or its Subcontractor, failure by the Contractor to properly perform Pre-Bid Due Diligence, or failure by the Contractor, Subcontractor or Supplier to procure Materials in a timely manner.

3. Concurrent Critical Delay: Concurrent Delay only occurs when the Project has two separate Critical Paths that have two separate Delays which start and end on the same date, Delaying the Project for the same amount of time. For Delays that start on the same date but are resolved at different dates the Contractor is not entitled to any time or additional compensation for the duration when a nonexcusable or inexcusable Delay occurs on either of the Critical Paths. When an excusable compensable Delay and excusable noncompensable Delay are concurrent as defined above the Contractor shall only be entitled to Contract Time and not any additional compensation.

#### **109.11.2.1 Additional Time for Delay**

The T/LPA may only add Contract Time for an excusable compensable Delay or an excusable noncompensable Delay using the Accepted updated monthly or revised schedules current and in effect at the time the Delay occurred. Additional Contract Time must be approved by the District Engineer with concurrence by the CLE.

#### **109.11.2.2 Compensation for Delay**

The T/LPA may only compensate the Contractor for an excusable, compensable Delay as provided in this Section and in the following order of priority and no other methods of calculating compensation will be Accepted. In order to receive compensation for a excusable compensable Delay the Contractor shall document and provide costs resulting from the excusable compensable Delay using actual cost records, shall measure and provide expenses using generally accepted accounting principles, and shall comply with Section 108.3.2, "Schedule Format," and if an agreement about the extension of Contract Time cannot be reached then the Contractor shall comply with Section 108.6, "Determination and Extension of Contract Time."

1. The T/LPA reserves the right to use innovative Bidding approaches, as specified in the Contract, including requiring Bidders to Bid a daily overhead rate (cost / Working Day) as a Bid Item Unit Price. For example the Contract may require that the Contractor escrow its Bid documents, and the escrow Bid Documents may be considered in resolving Claims.
2. The compensation which the Contractor may recover for a Delay Claim is limited to:
  - a. Non-salaried labor expenses;
  - b. Material costs;
  - c. Equipment costs pursuant to Section 109.2, "Approved Equipment Rental Rates;"
  - d. Costs of extended job site overhead, including bonds; or,
  - e. An additional ten percent (10%) of the total of items 1, 2, 3, and 4 to cover home office overhead, salaried labor expenses, and profit.



3. If the source of the loss of productivity can be attributed to an excusable compensable Delay and cannot be isolated and priced separately, the method by which the T/LPA shall calculate the extent of an excusable compensable Delay caused by a production rate inefficiency shall be made in the following order of priority:
  - a. Measured Mile analysis by which the T/LPA shall compare actual efficiency (production rates) in an impacted area to actual efficiency in a comparable non-impacted area; or
  - b. Comparison of actual productivity to production rates in the Contractor's Baseline Schedule and timely submitted Acceptable updated monthly or revised schedules or in the escrow Bid Documents.

### **109.11.2.3 Non-Recoverable Damages**

In no event shall the Contractor submit or be entitled to payment based on any of the following including but not limited to Eichleay formula, the Total Cost Method, original Contract period formula, fixed overhead formula, burden fluctuation method, and comparative absorption rates.

Regardless of the basis or cause of the Claim, the Contractor shall not recover and is not entitled to recover the following categories of damage:

1. Any compensation except as provided by Section 109.11.2.2, "Compensation for Delay;"
2. Loss of anticipated profit, incentives or bonuses;
3. Labor inefficiencies at the fault of the Contractor;
4. Home office overhead regardless of whether it is characterized as absorbed, unabsorbed, or extended exceeding that provided in Section 109.11.2.2, "Compensation for Delay;"
5. Any damages, costs or expenses that are indirect, special, Incidental or consequential, including, but not limited to, lost or impaired bonding capacity, loss of Bidding and contracting opportunities, loss of credit standing, cost of financing, interest paid, lost Material discounts, economic loss, loss of reputation, loss of other Work, loss of use, loss of business opportunity, loss of product or output, income, loss of profit or revenue, cost of capital, financing, and for loss of management or employee productivity or of the services of such persons, , and business devastation, bankruptcy, or insolvency. The T/LPA waives any entitlement to consequential damages from the Contractor but not general damages including but not limited to liquidated damages as provided in the Contract;
6. Acceleration costs and expenses. The Contractor shall only be entitled to acceleration costs and expenses if the T/LPA has expressly and specifically directed the Contractor in writing to accelerate the Work at the T/LPA's expense, the Contractor completes the Work within the time directed by the T/LPA, the Contractor actually incurs acceleration costs and expenses, and the Contractor provides verifiable documentation to support the acceleration costs and expenses;
7. Late payment charges, including late payment charges pursuant to NMSA 1978, § 13-1-158, associated with any Claim, or disputed construction services or Materials. The Contractor is also not entitled to late payment charges on any judgment or Award made to the Contractor. This provision does not affect the T/LPA's payment of late payment

charges on undisputed, qualified, Delayed Progress Payments for certified, approved and Accepted Work in accordance with Section 109.11, "Compensation for Claims," that are not the subject of a disputed Claim;

8. Prejudgment or post-judgment interest related to or arising from any disputed Claim or on any Award made to the Contractor; or,
9. Attorneys' fees and costs, Claim preparation expenses, and litigation or other costs related to or arising from any disputed Claim, or prosecution thereof.



**CN XXXXXXXX**

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

The following Special Provisions shall supplement the above Standard Specifications.

**STANDARD SPECIAL PROVISIONS**

Clarifying Section 106.12: Buy America Requirements (10/3/22)	1
Modifying Sections 511: Concrete Structures, 532: Penetrating Water Repellent Treatment, 533: Concrete Structure Repair, 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier (2/8/21)	2
Modifying Sections 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier, 701: Traffic Signs and Sign Structures, 703: Traffic Markers, 720: Vehicular Impact Attenuator Units and Sand Barrel Impact Attenuator Units (3/4/20)	3
Modifying Section 303: Base Course (8/8/22)	4-7
Modifying Section 402: Asphalt Materials and Mineral Admixtures (8/8/22)	8-9
Modifying Section 405: Detour Pavements (7/26/22)	10-12
Modifying Section 416: Minor Paving (1/21/21)	13-15
Modifying Section 423: Hot Mix Asphalt (HMA) (Major Paving) (5/28/19)	16-17
Modifying Section 452: Sealing and Resealing Concrete Pavement Joints (7/13/20)	18
Modifying Section 501: Driven Piles (4/6/20)	19-21
Modifying Section 502: Drilled Shafts (9/29/21)	22
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Modifying Section 509: Portland Cement Concrete Mix Designs (6/13/22)	24-30
Modifying Section 511: Concrete Structures (2/1/21)	31
Modifying Section 512: Superstructure Concrete (4/15/19)	32
Modifying Section 514: Concrete Barrier Railings for Bridges (12/20/19)	33
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## Special Provisions

CN **XXXXXXXX**

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## PROJECT-SPECIFIC SPECIAL PROVISIONS

October 3, 2022

## **SPECIAL PROVISIONS CLARIFYING SECTION 106.12: BUY AMERICA REQUIREMENTS**

The following clarifies the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 106.12 – “Buy America Requirements” requires the contractor to provide materials that comply with 23 CFR Part 635, including the Build America, Buy America Act or as may be amended by waiver or otherwise.

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

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

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

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

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

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

## SPECIAL PROVISIONS MODIFYING

### SECTIONS:

**511: CONCRETE STRUCTURES**

**532: PENETRATING WATER REPELLENT TREATMENT**

**533: CONCRETE STRUCTURE REPAIR**

**606: METAL BARRIER, CABLE BARRIER AND CONCRETE WALL BARRIER**

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

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

**Section 511.3.9.2 Class 1, Ordinary Surface Finish**

**Section 511.3.9.3 Class 2, Rubbed Surface Finish**

**Section 511.3.9.5 Class 4, Special Surface Finish**

**Section 511.3.10.2 Method 2, Curing Compound**

**Section 532.2 Materials**

**Section 532.3.2.3 Application**

**Section 533.3.4 Furnishing, Placing, Curing and Finishing Concrete Structure Repair Material**

**Section 533.4 Method of Measurement**

**Section 606.3.3.1 Concrete Wall Barrier and Temporary Concrete Wall Barrier Fabrication**

March 4, 2020

## SPECIAL PROVISIONS MODIFYING

### SECTIONS:

**606: METAL BARRIER, CABLE BARRIER AND CONCRETE WALL BARRIER**

**701: TRAFFIC SIGNS AND SIGN STRUCTURES**

**703: TRAFFIC MARKERS**

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

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

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

**606.2.1.3.2 Structural Shape Posts**

**606.2.2.2 Submittal**

**606.2.2.4 Materials**

**606.2.4 End Treatments**

**701.2.6 Sign Structures and Hardware**

**703.1 DESCRIPTION**

**720.2 MATERIALS**

## **SPECIAL PROVISIONS MODIFYING SECTION 303: BASE COURSE**

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

Delete **Section 303: BASE COURSE** in its entirety and replace with the following:

### **303.1 DESCRIPTION**

This Work consists of providing, hauling, and placing Base Course.

#### **303.1.1 Stockpiling**

This Work consists of providing, hauling, and stockpiling Base Course at specified locations.

#### **303.1.2 Removing, Processing, and Placing Base Course**

This Work consists of removing, hauling, processing, placing existing Base Course Material.

### **303.2 MATERIALS**

#### **303.2.1 General**

Base Course consists of one (1) or more of the following:

1. Crushed stone;
2. Crushed or screened gravel;
3. Caliche;
4. Sand;
5. Recycled Asphalt Pavement (RAP) not to exceed 50%; recycled concrete pavement (RC) not to exceed 75%; and the combined RAP and RC not to exceed 75% by weight; and
6. Processed glass aggregate.

Base Course shall not contain organic matter or other Deleterious Materials, including silt and clay balls.

The Department will allow a maximum of ten percent (10%) (by weight) processed glass aggregate, uniformly distributed, in composite Base Course. Processed glass aggregate shall meet physical properties and deleterious substance requirements in accordance with AASHTO M 318.

#### **303.2.2 Aggregate Acceptance**

The Department will accept Base Course based on random samples taken by the Department from the Roadway. Unless the Contract specifies otherwise, the Contractor shall produce Material in proportions that produce a homogeneous composite blend in accordance with Table 303.2.2:1, "Type I Base Course Gradation Band".



**Table 303.2.2:1  
Type I Base Course Gradation Band**

<b>Sieve size</b>	<b>% passing</b>
1.0 inch	100
¾ inch	80-100
No. 4	30-60
No. 10	20-45
No. 200	3.0-10.0

**Table 303.2.2:2  
Type II Base Course Gradation Band**

<b>Sieve size</b>	<b>% passing</b>
1.0 inch	100
¾ inch	85-95
No. 4	40-70
No. 10	30-55
No. 200	6.0-15.0

**Table 303.2.2:3  
Base Course Physical Properties – Type I and Type II**

<b>Property</b>	<b>Specification Limit</b>
Fractured Face <sup>a</sup>	Minimum 50% on Untreated Material
AI <sup>b</sup>	Maximum 35
LL	Maximum 25
PI	Maximum 6

<sup>a</sup>Materials retained on or above the No. 4 sieve shall have at least two (2) Fractured Faces when evaluated in accordance with AASHTO T-335, "Determining the Percentage of Fractured Faces in Coarse Aggregate."

<sup>b</sup>Maximum AI of 35 for untreated natural aggregate source when calculated in accordance with Section 910, "Aggregate Index".

### **303.3 CONSTRUCTION REQUIREMENTS**

#### **303.3.1 Subgrade**

The Contractor shall place Base Course on subgrade prepared in accordance with Section 207, "Subgrade Preparation".

#### **303.3.2 Mixing and Placing**

The Contractor shall:

1. Place maximum six (6) inch (compacted) lifts, unless specified otherwise;
2. Not place Base Course Material on frozen Subgrade; and
3. Compact Base Course to at least 96% of maximum density as determined by AASHTO T 180 (Modified Proctor), Method D (TTCP Modified).

The Department will use nuclear testing methods to determine in-place densities in accordance with

## 6

AASHTO T 310 and TTCP procedures for wet density moisture correction.

### **303.3.3 Surface Tolerance**

The surface tolerance shall not exceed ½ inch within ten (10) feet as verified by the Department. All deviations greater than ½ inch shall be corrected by the Contractor and reverified by the Department.

### **303.3.4 Plan Base Course and Sub-base Depths**

The Department will monitor and record Base Course depth during the placement in accordance with Section 906, "Minimum Testing Requirements". If the placed thickness deviates from the requirements by more than minus ½ inch, the Contractor shall add Material and reprocess to correct the deficiency.

### **303.3.5 Stockpiled Base Course**

The Contractor shall stockpile Base Course Material at locations shown on the Plans and prevent segregation of Materials at each stockpile. The Contractor shall maintain each stockpile in accordance with the following requirements:

1. Place stockpiles upon prepared sites;
2. Make stockpiles neat and regular to prevent segregation;
3. Provide enough storage space for each size of aggregate;
4. Prevent contamination (store stockpiles away from vehicular and Equipment traffic);
5. Keep the storage site neat and orderly and keep the stockpiles accessible for sampling; and
6. Acceptance by the Department will be at the final stockpile location.

### **303.3.6 Removing and Processing Existing Base Course**

The Contractor shall:

1. Minimize contamination of Base Course Material when removing it from the Roadway for reuse, and;
2. Meet the requirements as indicated in Section 303.3.2, "Mixing and Placing".

### **303.3.7 Sampling and Testing**

The Contractor and Department shall sample and test the Base Course in accordance with Section 906, "Minimum Testing Requirements". Department personnel may test locations other than the random locations generated for statistical analysis. These tests will not be used for pay factor determination, but may be used to determine Acceptance or rejection of localized Material.

#### **303.3.7.1 Contractor Quality Control**

The Contractor shall develop and administer a Quality Control plan that ensures the product meets the requirements in accordance with Section 902, "Quality Control". The Contractor shall ensure that the Quality Control plan addresses the following elements:

1. Contractor management and process control personnel;
2. Testing Equipment and Laboratory facilities;
3. Aggregate production;
4. Aggregate quality;
5. Stockpile management;
6. Proportioning;
7. Mixing and processing;
8. Transporting;
9. Placing and spreading;
10. Compaction;
11. Line and grade control; and

12. Criteria for the correction or rejection of unsatisfactory Materials.

The Contractor shall:

1. Provide copies of TTCP wallet cards or certifications for personnel who are responsible for sampling and testing the Base Course;
2. Update the list as required if personnel substitutions are made; and
3. Use test results, inspections, and other Quality Control practices to assure the quality of each Material source and to control processes for crushing, mixing, proportioning, processing, transporting, placing, spreading, and compacting quality.

### **303.3.8 Acceptance**

The Department will accept Base Course Materials based on samples taken in accordance with the Section 906, "Minimum Testing Requirements" after placement but before compaction. Acceptance will be in accordance with Section 303.2.2, "Aggregate Acceptance" and Section 303.3, "Construction Requirements". If necessary, the Contractor shall re-work the Base Course until all requirements are met at no additional expense to the Department.

### **303.4 METHOD OF MEASUREMENT**

When calculating the square yardage the Department will use the average Base Course width and the station-to-station length along the centerline. The dimensions will show on the typical section of the Plans. When calculating the weight of the Material, the Department will deduct the weight of moisture that exceeds the optimum moisture content plus two percent (2%). No additional payment shall be made for the stockpile pad.

### **303.5 BASIS OF PAYMENT**

The Department will pay for the Accepted quantities of Base Course as determined in Section 303.3.8, "Acceptance".

<b>Pay Item</b>	<b>Pay Unit</b>
Base Course	Cubic Yard or Ton
Base Course _____inch Depth	Square Yard
Remove, Process and Place Base Course	Square Yard or Ton
Stockpiled Base Course	Cubic Yard or Ton

#### **303.5.1 Work Included in Payment**

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Providing, hauling, placing, and compacting Base Course Material;
2. Stockpiling, if required by Contract;
3. Quality Control in accordance with Section 902, "Quality Control"; and
4. Remove, process, and place Base Course, if required by the Contract.

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 402: ASPHALT MATERIALS AND MINERAL ADMIXTURES**

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

Delete **Section 402.2.1.6 Acceptance** in its entirety and replace with the following:

The Department will Accept asphalt cement in accordance with the Department's Standard Practice for Certifying Suppliers of Performance-Graded Binders and in accordance with Section 402.2.1.1, "Performance-Graded Asphalt Binder (PGAB)".

**Table 402.2.1.6:1**  
**Pay Adjustment Factor<sup>1</sup>**  
**Based on Binder Test Results**

<b>Binder Property</b>	<b>Measured Value</b>	<b>Pay Factor Applied</b>
DSR on Original Binder G*/sinδ (kPa) Min. 1.00 kPa	<1.00-0.98	0.98
	<0.98-0.96	0.95
	<0.96-0.94	0.92
	<0.94-0.90	0.85
	<0.90	0.75 or Removal <sup>2</sup>
DSR on RTFO Aged Material G*/sinδ (kPa) Min. 2.20 kPa	<2.20-2.15	0.98
	<2.15-2.09	0.95
	<2.09-2.02	0.92
	<2.02-2.00	0.85
	<2.00	0.75 or Removal <sup>2</sup>
DSR on PAV Aged Material with δ < 42° G* sinδ (kPa) Max. 5000 kPa	>5000-5100	0.98
	>5100-5250	0.95
	>5250-5400	0.92
	>5400-5600	0.85
	>5600	0.75 or Removal <sup>2</sup>
DSR on PAV Aged Material with δ ≥ 42° G* sinδ (kPa) Max. 6000 kPa	>6000-6100	0.98
	>6100-6250	0.95
	>6250-6400	0.92
	>6400-6600	0.85
	>6600	0.75 or Removal <sup>2</sup>
BBR Slope value (m) of PAV Aged Binder Min 0.300	<0.300-0.298	0.98
	<0.298-0.293	0.95
	<0.293-0.290	0.92
	<0.290-0.285	0.85
	<0.285	0.75 or Removal <sup>2</sup>

Binder Property	Measured Value	Pay Factor Applied
BBR Stiffness of PAV Aged Binder S (MPa)	>300-306 >306-315 >315-324 >324-330 >330	0.98 0.95 0.92 0.85 0.75 or Removal <sup>2</sup>
% Elastic Recovery on RTFO Aged Material <sup>3</sup> Min 65%	<65-60 <60	0.95 0.75 or Removal <sup>2</sup>
<sup>1</sup> Price Reduction will be applied to Contractor's invoice price of asphalt binder. <sup>2</sup> The Assistant District Engineer - Construction will determine if the non-compliant HMA Material will be removed. Removal and replacement will be at no additional cost to the department. If the non-compliant Material is Accepted, a price reduction factor of 0.75 will apply. <sup>3</sup> Elastic-Recovery is only applicable to PG+ and PGR+ Binders.		

Delete **Section 402.2.3.2: Anhydrite Based Material** in its entirety and replace with the following:  
The Supplier shall provide anhydrite based Material in accordance with Tables 402.2.3.2:1, "Anhydrite Based Material Chemical Composition" and Table 402.2.3.2:2, "Anhydrite Based Material Physical Properties." The Contractor shall use ASTM C 114 for the chemical analysis.

**Table 402.2.3.2:1  
Anhydrite Based Material Chemical Composition**

Chemical Compound	Percent by Weight
SiO <sub>2</sub>	8.0 to 12.0
Al <sub>2</sub> O <sub>3</sub>	1.8 to 3.8
Fe <sub>2</sub> O <sub>3</sub>	1.2 to 1.6
MgO	1.0 to 2.0
CaO	45.0 to 55.0
SO <sub>3</sub>	26.0 to 36.0

**Table 402.2.3.2:2  
Anhydrite Based Material Physical Properties**

Property	Range
LOI, %	4.0 to 6.0
Passing #200 Sieve, %	98.8 to 100.0
Passing #325 Sieve, %	95.0 to 98.2
Specific Gravity	2.970 to 3.050

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 405: DETOUR PAVEMENTS**

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

Delete **Section 405: DETOUR PAVEMENTS** in its entirety and replace with the following:

**405.1 DESCRIPTION**

This Work consists of the following:

1. Providing and placing surfacing Materials, including Subgrade Preparation, Base Course, Prime Coat, Tack Coat and HMA/WMA as required in accordance with the Plans;
2. Maintaining, removing, hauling, and disposing of Detour pavements in an environmentally Acceptable manner; and
3. Hauling and stockpiling salvageable Detour pavements as directed by the Project Manager.

Embankment, drainage, and major Structures will conform to their applicable Sections.

**405.2 MATERIALS**

**405.2.1 General**

The Contractor shall obtain surfacing Material for the Detour construction from a suitable source in accordance with Section 106, "Control of Materials".

**405.2.2 Alternate Pavement Section**

Two (2) weeks before constructing the Detour, the Contractor may submit an alternative Detour pavement section proposal to the Project Manager for approval. The proposal shall include the surfacing thickness and the types of Materials.

The approved alternate Detour pavement section must have at least the same structural number specified in the Contract.

The Contractor shall determine the structural number in accordance with the values in Table 405.2.2:1, "Structural Coefficients".

**Table 405.2.2:1  
Structural Coefficients**

Description	Structural coefficient
Base Course	0.11
Hot-mix asphalt (HMA)	0.44
Cold-mixed asphalt pavement <sup>a</sup>	0.15

<sup>a</sup>The Contractor may use cold-mixed asphalt pavement in low-traffic areas, with the District Construction Engineer's written approval.

Detour pavements that will be removed do not require an approved asphalt mix design.

### 405.3 CONSTRUCTION REQUIREMENTS

#### 405.3.1 General

The Contractor shall construct the Detour pavement in accordance with the following applicable Specifications:

1. Section 207, "Subgrade Preparation";
2. Section 303, "Base Course";
3. Section 407, "Tack Coat";
4. Section 408, "Prime Coat";
5. Section 416, "Minor Paving";
6. Section 423, "Hot Mix Asphalt (HMA) (Major Paving)"; and
7. Section 424, "Warm Mix Asphalt (WMA) (Major Paving)".

#### 405.3.2 Contractor Testing/Design Requirements

The Contractor shall provide Subgrade R-values for the top two (2) ft of the Detour Subgrade by using AASHTO T-190.

#### 405.3.3 Maintenance of Detour Section

The Contractor shall:

1. Ensure the maintenance and repair of the Detours minimizes the impact to the traveling public; and
2. Maintain safe traffic flow during construction.

If the Project Manager determines that the Detour surfacing is damaged, the Contractor shall correct the problem immediately. If the Project Manager determines that the corrective actions failed, overlay the Detour with additional HMA at no additional cost to the Department.

If the Contractor does not immediately fix the Detour surfacing as directed by the Project Manager, the Department will assess damages in accordance with the following Table 405.3.3:1, "Schedule of Damages", for each Day that the Detour remains unacceptable to the Project Manager.

**Table 405.3.3:1  
Schedule of Damages**

<b>Total Original Contract Amount (\$)</b>	<b>Charge (\$) per Day</b>
≤100,000	500
>100,000-500,000	1,000
>500,000-1,000,000	1,500
>1,000,000-2,000,000	2,000
>2,000,000-4,000,000	2,500
>4,000,000-7,000,000	3,000
>7,000,000-10,000,000	4,000
>10,000,000	5,000

#### 405.3.4 Removal of Detours

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When removing the Detour, the Contractor shall dispose of the surfacing Material in an environmentally Acceptable manner, or salvage the Material as shown in the Contract.

The salvage of the Detour pavement Material includes hauling and stockpiling.

### 405.4 METHOD OF MEASUREMENT

The Department will measure the Detour Pavement Construction placed and maintained on the top width and length of the Detour.

### 405.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Detour Pavement Construction	Square Yard

#### 405.5.1 Work Included in Payment

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

1. Submittals;
2. Furnishing and placement of Subgrade Preparation, Base Course, Prime Coat, Tack Coat and HMA/WMA on Detours;
3. Testing (includes AASHTO T190);
4. Maintenance of Detours;
5. Removal of Detour Materials including surfacing, earthwork, and drainage Structures; and
6. Hauling and stockpiling of salvageable Materials.



January 21, 2021

## SPECIAL PROVISIONS MODIFYING SECTION 416: MINOR PAVING

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

Delete **Section 416: MINOR PAVING** in its entirety and replace with the following:

### **416.1 DESCRIPTION**

This Work consists of constructing one (1) or more pavement courses of Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA) on a prepared subgrade, aggregate base course or milled surface.

### **416.2 MATERIALS**

The Contractor shall use Materials for Minor Paving in accordance with Section 423.2, "Materials".

Minor Paving shall be classified as one of the following:

1. Minor Paving Type I. Consists of Minor Paving that can be placed within the Roadway Prism that is of sufficient size or area to reasonably allow the Material to be placed with Equipment in accordance with Sections 423.3.4.3, "Pavers" and 423.3.4.4, "Compaction Equipment".

Minor Paving Type I includes the following:

- 1.1 Mainline paving;
- 1.2 Auxiliary lanes;
- 1.3 Holding lanes; and
- 1.4 Shoulders.

2. Minor Paving Type II. Consists of Minor Paving placed outside the Roadway Prism or in areas within the Roadway Prism that would not allow for the Material to be placed with Equipment in accordance with Sections 423.3.4.3, "Pavers" and 423.3.4.4, "Compaction Equipment".

Examples of Minor Paving Type II include the following:

- 2.1 Driveways;
- 2.2 Turnouts;
- 2.3 Official use crossings;
- 2.4 Widening less than ten (10) feet in width;
- 2.5 Utility crossings;
- 2.6 ADA Improvements; and
- 2.7 All other items not listed in Minor Paving Type I.

### **416.3 CONSTRUCTION REQUIREMENTS**

The Contractor shall perform Minor Paving in accordance with the following 423 Sections or the correlating 424 Sections:

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1. Section 423.3.1 or Section 424.3.1, “General”;
2. Section 423.3.2 or Section 424.3.2, “Mix and Laydown Temperature Requirements” or “Mix Temperature Requirements”, respectively;
3. Section 423.3.3 or Section 424.3.3, “Addition of Mineral Admixtures”;
4. Section 423.3.4 or Section 424.3.4, “Equipment”; and
5. Section 423.3.5 or Section 424.3.5, “Placement Operations” excluding 423.3.5.7, “Test Strip & Shakedown Period”.

No referee testing will be required for Minor Paving, but may be used if both parties agree in writing at the Pre-Pave Conference. If used, referee testing will be done in accordance with Section 423.3.7, “Dispute Resolution” or Section 424.3.7, “Dispute Resolution”.

## **416.3.1 Sampling and Testing**

### **416.3.1.1 Contractor Quality Control**

The Contractor shall provide quality control measures in accordance with Section 902, “Quality Control”.

The Contractor shall identify the proposed lot size in the Quality Control Plan for approval by the Project Manager.

### **416.3.1.2 Department Quality Assurance**

The Department will provide quality assurance measures in accordance with Section 905, “Quality Assurance for Minor Paving”.

#### **416.3.1.2.1 Acceptance**

The Department will Accept Materials in accordance with Section 905.1.3., “Acceptance”.

### **416.3.1.3 Independent Assurance Testing**

The Department will perform Independent Assurance sampling and testing in accordance with Section 906, “Minimum Testing Requirements (MTR’s)”.

## **416.4 METHOD OF MEASUREMENT**

If the Department measures by the square yard, the Department will measure Minor Paving using the dimensions shown in the Contract or approved field measurements.

## **416.5 BASIS OF PAYMENT**

The Department will adjust payment for Minor Paving in accordance with Section 905, “Quality Assurance for Minor Paving”.

### **Pay Item**

Minor Paving Type I, HMA SP  
Minor Paving Type II, HMA SP  
Minor Paving Type I, WMA SP  
Minor Paving Type II, WMA SP

### **Pay Unit**

Ton or Square Yard  
Ton or Square Yard  
Ton or Square Yard  
Ton or Square Yard

**416.5.1 Price Adjustments**

The Department will pay for Accepted quantities of Minor Paving at the Bid Item Unit Price, adjusted in accordance with Section 905.1.4, "Pay Factor Determination".

**416.5.2 Work Included in Payment**

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Asphalt binder, anti-strip, aggregate, blending sand, mineral filler, mineral admixture, and WMA additive or process as appropriate;
2. Mixing, hauling, placement, and compaction of HMA or WMA;
3. Providing Mix Design in accordance with Section 423.2.8 or Section 424.2.8, "Mix Design";
4. Quality Control in accordance with Section 902, "Quality Control;";
5. Providing and transporting all cores; and
6. Providing storage container for samples and cores if referee testing is used.

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

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

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

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

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

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

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

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

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

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

For Projects of entirely new construction, the Contractor shall:

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

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

The Contractor shall:

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

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

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

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 452: SEALING AND RESEALING CONCRETE PAVEMENT JOINTS**

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

Delete **Section 452.4: Method Of Measurement** and replace with the following:

Resealing concrete pavement joints will be measured by the linear foot.

Delete **Section 452.5: Basis of Payment** and replace with the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Resealing Concrete Pavement Joints	Linear Foot

Delete **Section 452.5.1 Work Included in Payment** and replace with the following:

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Removing joint sealant, sawing, cleaning, priming, and resealing joints; and
2. Provide sealant Material.

April 6, 2020

## SPECIAL PROVISIONS MODIFYING SECTION 501: DRIVEN PILES

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

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

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

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

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

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

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

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

The Contractor shall submit a chart equating the plant operating pressure to the equivalent delivered energy of the hammer, including losses in the hose, when proposing the use of double acting or differential acting air/steam hammers. The Contractor shall calibrate the chart to atmospheric pressure based on the Project site elevation to the nearest 1,500 foot elevation.

The Contractor shall submit a certificate of calibration to the Project Manager for the pressure gauge required for double acting hammers or for delivered energy for hydraulic hammers. The Contractor shall provide

certificate of calibration from a National Institute of Standards and Technology traceable Laboratory performed no more than six (6) months before use.

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

### **501.3.2.2.9 Blow Counting Device**

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

The E-Sax or equivalent shall be a small hand held device. It shall numerically display all information gathered by a blow detection system (built-in microphone). The device shall have an easy-to-read digital screen clearly readable in daylight, and display four lines of text and 16 characters per line. The device shall display acquired data in real time, and shall store data electronically for transmission and permanent storage. The E-Sax or equivalent shall have a minimum of 8 MB of memory, equivalent to 21,500 lines of data, available for storage and download at a later time. Blow count per unit of penetration shall be obtained by the operator pressing a key for each unit penetration, or with optional depth sensor. Battery life shall be at least 16 hours.

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

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

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

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



7. An E-Sax or equivalent has been made available to the Project Manager for use during pile driving operations and all necessary training has been conducted; and
8. The Inspector is present before beginning operations.

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

The State Geotechnical Engineer will reject the hammer if the hammer is unable to transfer sufficient energy to perform the dynamic testing in accordance with Standard Specifications Section 504, "Load Testing of Bearing Piles." Reasons for rejection include pre-ignition from overheating or malfunctioning of the injection system and poor hammer or capblock maintenance. After rejection, the Contractor shall repair or replace the hammer at no additional cost to the Department.

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

#### **501.3.6.1. Blow Counting Device**

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

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

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

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

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

## SPECIAL PROVISIONS MODIFYING SECTION 502: DRILLED SHAFTS

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

Delete **Section 502.3.5.1.3: Slurry Displacement Construction Method** in its entirety and replace with the following:

The Contractor shall use the slurry displacement method at sites where maintaining a dry excavation is not possible. The Contractor shall use a mineral or polymer slurry, to maintain stability around the hole perimeter while advancing the shaft, placing the reinforcing cage and placing concrete. The Contractor shall displace the slurry during final cleaning of the excavation with a bailing bucket, air lift or submersible pump. The Contractor shall place concrete with a tremie or concrete pump beginning at the shaft bottom. During construction, the Contractor shall keep the slurry level in the shaft excavation high enough to prevent caving and at least five (5) feet above the highest expected piezometric pressure head along the depth of the shaft. If not using permanent casings, the Contractor shall provide temporary surface casings to aid shaft alignment and to prevent sloughing, unless otherwise approved by the State Geotechnical Engineer. If the slurry construction method does not produce the necessary results, the Contractor shall discontinue operations and make corrective modifications to the procedures and Equipment.

Delete **Section 502.3.5.2: Shaft Excavation** in its entirety and replace with the following:

The Contractor shall extend drilled shaft tip elevations when the State Geotechnical Engineer determines that the Material encountered during excavation is unsuitable. The Contractor shall dispose of Materials from the shaft excavation as directed by the Project Manager.

The Contractor shall not excavate any shaft or place any casing within four (4) shaft diameters of a previously constructed shaft, as measured center-to-center, until at least 48 hours has passed since completion of concrete placement in the previous shaft or until a concrete sample collected from the previous shaft, has been tested in accordance with **Section 510.3.4.3 Concrete Sampling and Testing**, attains a compressive strength of 2,000 psi or greater.

When using vibrating casing, the Contractor shall not place adjacent casings or excavate shafts until 48 hours after pour completion of an adjacent shaft or when concrete from the adjacent shaft pour breaks at least 2,000 psi, whichever comes first.

April 6, 2020

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 504: LOAD TESTING OF BEARING PILES**

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

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

**504.3.1.1.6 Blow Counting Device**

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

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

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

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 509: PORTLAND CEMENT CONCRETE MIX DESIGNS**

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

Delete **Section 509.2.2.1 Portland and Blended Cements** in its entirety and replace with the following:  
Portland cement shall comply with ASTM C150 Types I, II, III, and V. Portland cement shall have an alkali content less than 0.80% by mass of alkalis as  $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$  when determined under AASHTO T 105 unless approved otherwise by the State Concrete Engineer. Types III and V Portland cements shall only be used if specified.

Blended cements shall comply with Type IS (S) - Portland blast-furnace slag cement, Type IP (MS) (HS) - Portland-pozzolan cement, Type IL - Portland-Limestone cement or Type IT - (MS) (HS) Ternary blended cement as specified in ASTM C595 unless approved otherwise by the State Concrete Engineer. Class C fly ash shall not be used in blended cements, unless otherwise approved by the State Concrete Engineer. Type IP (MS) (HS) & Type IT (MS) (HS) blended cements shall not consist of more than 40 percent (40%) SCM. Type IL (MS) (HS) shall not consist of more than 15 percent (15%) limestone.

Delete **Section 509.2.2.2 Supplementary Cementitious Materials** in its entirety and replace with the following:

Each Supplementary Cementitious Materials (SCM) shall be in accordance with the following standards and as modified in Table 509.2.2.2:1, "Supplementary Cementitious Material Requirements" unless approved otherwise by the State Concrete Engineer.

1. Class N, C and F SCM shall comply with the requirements of ASTM C618:
  - 1.1. Class C shall not be used in concrete exposed to sulfate environments or with "potentially reactive," or "reactive" aggregate;
2. Ultrafine fly ash (UFFA) shall comply with ASTM C618, Class N;
3. Ground granulated blast furnace slag (GGBFS) shall comply with ASTM C989, Grade 100 or 120; and
4. Silica fume shall comply with ASTM C1240.

**Table 509.2.2.2:1  
Supplementary Cementitious Material Requirements**

SCM Type	Material Standard	Properties	Limits		
			N	F	C
<b>Coal Fly Ash, and Raw or Calcined Natural Pozzolans</b>	ASTM C618	Class	N	F	C
		Sum of Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , and Fe <sub>2</sub> O <sub>4</sub> , min	75%	65%	50%
		Loss on ignition, max	10.0%	4.0%	4.0%
		Magnesium Oxide (MgO), max	5.0%	5.0%	5.0%
		Sulfur Trioxide (SO <sub>3</sub> ), max	3.0%	4.0%	4.0%
		Available alkalis as Na <sub>2</sub> O+0.658 K <sub>2</sub> O	Report	Report	Report
		Calcium Oxide (CaO)	Report	18.0% max	18.0% min
<b>Ultra Fine Fly Ash in addition to the requirements for Class F Fly Ash</b>	AASHTO M 321	Accelerated Pozzolanic Activity Index, • 7 Day • 28 Day		85% 100%	
		Particle size distribution • less than 2.25 μm • less than 8.50 μm		50% 90%	
		Fineness, retained on 45 μm wet sieve, max		5.0%	
		Moisture content, max		1.0%	

**Table 509.2.2.2:1  
Supplementary Cementitious Material Requirements**

SCM Type	Material Standard	Properties	Limits		
<b>Metakaolin</b>	ASTM C618	Silicon dioxide (SiO <sub>2</sub> ) + aluminum oxide (Al <sub>2</sub> O <sub>3</sub> ), min		85%	
		Calcium oxide (CaO), max		1.0%	
		Sulfur trioxide (SO <sub>3</sub> ) max		1.0%	
		Loss on ignition, max		1.2%	
		Available alkalis as Na <sub>2</sub> O + 0.658 K <sub>2</sub> O, max)		1.5%	
		Accelerated Pozzolanic Activity Index, • 7 Day • 28 Day		85% 95%	
		Fineness, retained on 45 μm wet sieve, max		5.0%	
<b>Silica Fume</b>	ASTM C1240	Reduction in mortar bar expansion when used with cement in the proposed mix design, min		80%	

Delete **Section 509.2.3.4 Aggregate Alkali-Silica Reactivity** in its entirety and replace with the following:  
The Supplier shall test the aggregates accordance with ASTM C1260 once every two (2) years and C1293 once every four (4) years. Aggregates with an expansion of 0.10% or greater at 14 Days, or 0.04% or greater at one (1) when tested in accordance with C1260 and C1293 will considered reactive. Aggregates with an expansion of less than 0.04% at one (1) year will be considered nonreactive regardless of C1260 testing. Reactive aggregates shall not be used unless mitigative measures are included in the mix design.

The Supplier shall test alkali-silica reactivity mitigative measures in accordance with ASTM C1567 once every

two (2) years and C1293 once every four (4) years. The Department will consider mitigative measures to be effective if the expansion at 14 Days is less than 0.10%, or less than 0.04% at two (2) years when tested in accordance with C1567 and C1293, respectively. Mitigative measures with an expansion of 0.04% or greater at two (2) years will not be considered effective regardless of C1567 testing. Each source and size of aggregates shall be tested using the cement and mitigative measures used in the mix design. The individual aggregate requiring the highest level of mitigative measures or 15 percent (15%) SCM content by total cementitious content shall be the minimum used for the mix design, whichever is greater.

Delete **Section 509.2.7.1 Concrete Classifications** in its entirety.

Delete **Section 509.2.7.2 Concrete Class Requirements** in its entirety and replace with the following:

Concrete Class	Minimum Compressive Strength at 28 Days, psi	Cementitious Material Content, lbs/CY, Minimum or Range	Air Content <sup>1</sup> Range, %	Water/Cementitious Content Ratio, Maximum or Range	Slump Inches
A	3,000	525	4.0 - 8.0	0.50	1.5 - 4.5
AA	4,000	525 - 700	5.0 - 8.0	0.45	2.5 - 4.5
F	3,000	525	4.0 - 8.0	0.50	0.5 - 2.5
HPD	4,000	500 - 650	5.0 - 8.0	0.42 - 0.45	2.5 - 4.5
HPR	4,000	500 - 650	5.0 - 8.0	0.42 - 0.45	2.5 - 4.5
P	4,000	525	4.5 - 8.0	0.45	0.5 - 2.5
G	3,000	611	0.0 - 4.0	0.44	Note 2
S55	5,500	600 - 850	5.0 - 8.0	0.40	
S95	9,500	700 - 1,100	5.0 - 8.0	0.32	
Special	The Contract for the Project will address special mix requirements.				
Notes					
1. Design air content shall be 6.5 percent (6.5%), except for Class G concrete which shall be 1.5 percent (1.5%).					
2. See concrete classification description for slump and flow requirements.					

1. **Class A** is general purpose, air entrained concrete with a maximum aggregate size less than 1 ½ inches allowed to be used for cast-in-place sidewalks, curb/gutter, concrete wall barrier, and Bridge Substructures;
2. **Class AA** is a medium strength structural cast-in-place concrete required for Bridge superstructures (excluding precast girders and Bridge decks), approach slabs, and abutments. Additional requirements include the following:
  - 2.1 An approved water reducing admixture shall be used; and
  - 2.2 Shall have a maximum aggregate size less than 1 ½ inches;
3. **Class HPD** is a medium strength concrete required for new and widened concrete Bridge decks, Bridge deck concrete paving, and concrete paving repair and used for concrete Bridge deck resurfacing, concrete Bridge deck and partial depth of concrete structures/members repairs. May be substituted for Class P. Additional requirements include the following:
  - 3.1 An approved water reducing admixture shall be used;
  - 3.2 Set accelerating admixtures shall not be used;
  - 3.3 Set retarding admixtures may only be used when approved;
  - 3.4 Shall consist of a minimum of 55 percent (55%) of one (1) inch or ¾ inch coarse aggregate in accordance with Section 509.2.3.2.1, Coarse Aggregate Gradation Requirements;

- 3.5 Shall use a combined gradation protocol;
- 3.6 Maximum shrinkage when tested in accordance with ASTM C157 less than 0.03 at 28 Days or 0.05 at 56 Days;
- 3.7 Shall contain a minimum 20 percent (20%) supplementary cementitious content (SCM) content; Maximum permeability when tested in accordance with ASTM C1202 shall be 2,500 coulombs at 28 Days or 2,000 coulombs at 56 Days;
- 3.8 When examined in accordance with the ASTM C457, shall have hardened air void system with a minimum air content of five percent (5.0%), specific surface greater than 600 inches<sup>-1</sup>; and
- 3.9 Spacing factor less than 0.008 inch;
- 4. **Class HPR** is a medium strength concrete used for concrete Bridge deck resurfacing, concrete Bridge deck and partial depth of concrete structures/members repairs. Additional requirements include the following:
  - 4.1 An approved water reducing admixture shall be used;
  - 4.2 Set accelerating admixtures shall not be used;
  - 4.3 Shall consist of a minimum of 50 percent (50%) of ½ inch coarse aggregate in accordance with Section 509.2.3.2.1, "Coarse Aggregate Gradation Requirements";
  - 4.4 Maximum shrinkage when tested in accordance with ASTM C157 less than 0.035 at 28 Days or 0.05 at 56 Days;
  - 4.5 Shall contain a minimum 20 percent (20%) supplementary cementitious material (SCM) or the minimum SCM needed to mitigate alkali-silica-reactivity, whichever is greater;
  - 4.6 Maximum permeability when tested in accordance with ASTM C1202 shall be 2,500 coulombs at 28 Days or 2,000 coulombs at 56 Days;
  - 4.7 When examined in accordance with the ASTM C457 linear traverse method, hardened air void system characteristics shall have a minimum air content of five percent (5.0%), a specific surface greater than 600 inches<sup>-1</sup>; and
  - 4.8 Spacing factor less than 0.008 inch;
- 5. **Class F** is a general purpose, air entrained concrete allowed for slip formed concrete wall barriers, curb/gutter; with a maximum aggregate size less than 1 ½ inches;
- 6. **Class G** concrete is required for below grade applications, drilled shafts and caissons. Additional requirements include the following:
  - 6.1 Air content shall be less than four percent (4.0%) unless specified by the Contract;
  - 6.2 When specified, the air content shall be five to eight percent (5% to 8%);
  - 6.3 Maximum coarse aggregate shall be ½ inch in accordance with Section 509.2.3.2.1, "Coarse Aggregate Gradation Requirements" unless approved otherwise;
  - 6.4 Set retarders and water reducing admixtures are allowed to extend the concrete mixing time and extend the concrete's slump life;
  - 6.5 A viscosity modifying admixture may be used;
  - 6.6 Shall have a slump range of 7.0 inches +/- 1.0 inch except when placed under a drilling fluid;
  - 6.7 When placed under a drill fluid, shall have a slump of 8.0 inches +/- 1.0 inch; and
  - 6.8 Admixtures shall be adjusted for the job site conditions so that the concrete remains workable and plastic for the two (2) hours placement limit;
- 7. **Class P** concrete is required for concrete paving. Additional requirements include the following:
  - 7.1 When tested in accordance with ASTM C157, shall have a maximum shrinkage less than 0.035 at 28 Days; and
  - 7.2 Shall consist of a minimum of 55 percent (55%) of one (1) inch or 1 ½ inch coarse aggregate in accordance with Section 509.2.3.2.1, "Coarse Aggregate Gradation Requirements";
- 8. **S55** is a dense, high strength structural concrete allowed for precast concrete. Additional



requirements include the following:

- 8.1 An approved water reducing admixture shall be used;
- 8.2 A viscosity modifying admixture may be used;
- 8.3 Target slump shall be determined by the mix designer, but no greater than 10.0 inches +/- 1.0-inch; and
- 8.4 Shall have a slump flow of 22 to 26 inches if designed or modified to be a self-consolidating concrete (SCC);
9. **S95** is a dense, high strength structural concrete allowed for precast and prestressed concrete applications. Additional requirements include the following:
  - 9.1 An approved water reducing admixture shall be used;
  - 9.2 A viscosity modifying admixture may be used;
  - 9.3 Target slump shall be determined by the mix designer but no greater than 10.0 inches +/- 1.0 inch; and
  - 9.4 Shall have a slump flow of 22 to 26 inches if design or modified to be a SCC; and
10. **Special** is a classification for concrete mix designs which have been developed to meet Contract specific requirements.

Delete **Section 509.2.7.4 Freeze-Thaw Risk Zones** in its entirety.

Delete **Section 509.2.7.5.2 Concrete Mix Design Requirements** in its entirety.

Delete **Section 509.2.7.6 Mixture Design Submittals** in its entirety and replace with the following:

For standard concrete mix designs, the Supplier shall submit a completed electronic copy of the NMDOT Concrete Mix Design Submittal Form to the Concrete Unit of the State Materials Bureau for review and approval. The Contractor shall submit Special mix designs to the Project Manager for review and approval by the State Concrete Engineer.

The following information shall be included in the mix design submittal:

1. Supplier name;
2. Production facility physical address, telephone number and e-mail address;
3. PTL's name;
4. The New Mexico registration number of the professional Engineer who is responsible for the concrete mixture design Work;
5. Aggregates:
  - 5.1 Source name and location;
  - 5.2 ASTM C295 "Petrographic Examination of Aggregates for Concrete" and an ASTM C294, Constituents of Natural Mineral Aggregates for both the coarse and fine aggregates after completing processing and manufacturing procedures and the aggregate is ready for use shall be submitted. Include the geologic origin of the Material; perform and certify the analysis using a petrographer previously approved by the Department;
  - 5.3 AASHTO M 6 - Fineness modulus;
  - 5.4 AASHTO T 11 - Material finer than No. 200 sieve;
  - 5.5 AASHTO T 21 - Organic impurity content, including soft fragments, coal and lignite, flat or elongated pieces, and other Deleterious substances;
  - 5.6 AASHTO T 27 - Sieve analysis;
  - 5.7 AASHTO T 84 - Aggregate absorption;
  - 5.8 AASHTO T 85 - Specific gravity of coarse aggregates;

- 5.9 AASHTO T 96 - Los Angeles wear;
- 5.10 AASHTO T 104 - Soundness loss;
- 5.11 AASHTO T 112 - Clay lumps content;
- 5.12 AASHTO T 152 - Aggregate correction factor;
- 5.13 AASHTO T 176 - Sand equivalent of fine aggregate; and
- 5.14 AASHTO T 335 - Percent of Fractured Faces for aggregate greater than 3/8 inch;
- 6. Alkali-Silica-Reactivity
  - 6.1 ASTM C1260 - Potential Alkali Reactivity of Aggregates;
  - 6.2 If need, ASTM C1567 - Potential ASR of Combinations of Cementitious Materials and Aggregate; and
  - 6.3 ASTM C1293 - Length Change of Concrete Due to ASR;
- 7. Portland and Blended Cements
  - 7.1 Supplier name;
  - 7.2 Specific source name;
  - 7.3 Specific cement type;
  - 7.4 Specific SCM type; and
  - 7.5 Percent SCM;
- 8. SCM:
  - 8.1 Supplier name;
  - 8.2 Specific source name; and
  - 8.3 Specific SCM type;
- 9. Concrete mixture proportions; state clearly if submitting request under the combined gradation provisions;
- 10. Water/cementitious ratios;
- 11. Type and amount of admixtures; use admixtures on the Department's Approved Products List;
- 12. Water source and location;
- 13. Plastic Concrete Properties:
  - 13.1 Air temperature;
  - 13.2 Concrete temperature;
  - 13.3 Slump: ASTM C143, when using super-plasticizer, document the slump before and after addition of the super-plasticizer;
  - 13.4 Unit weight: ASTM C138; and
  - 13.5 ASTM C231 or C173;
- 14. Hardened Concrete Properties:
  - 14.1 Compressive strength tests (the average of three (3) cylinders tested at three (3) Days, seven (7) Days, 14 Days and 28 Days);
  - 14.2 Type of fracture of each cylinder;
  - 14.3 Flexural strength if required;
  - 14.4 Hardened air void analysis, if required;
  - 14.5 Rapid chloride permeability, if required; and
  - 14.6 Shrinkage data, if required.

February 1, 2021

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

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

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

Reference Section 512 for additional information related to Superstructure Concrete.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Substructure Concrete, Class _____	Cubic Yard

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

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

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

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

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Structural Concrete, Class AA	Cubic Yard
Structural Concrete Class HPD	Cubic Yard

December 20, 2019

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

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

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

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

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 518: PRESTRESSED CONCRETE MEMBERS**

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

Delete **Section 518: PRE-STRESSED CONCRETE MEMBERS** in its entirety and replace with the following:

**518.1 DESCRIPTION**

This Work consists of manufacturing and erecting pretensioned Prestressed Concrete Bridge Members and Precast Prestressed Slabs.

**518.2 MATERIALS**

**518.2.1 Portland Cement Concrete**

The Contractor shall provide an approved State Materials Bureau concrete mix in accordance with Section 509, "Portland Cement Concrete Mix Designs", requirements for Special Concrete and the compressive strength specified in the Contract.

**518.2.1.1 Coarse Aggregate**

The Contractor shall provide coarse aggregate that consists of Material no larger than one-third (1/3) the size of the smallest clear space where the Contractor shall place the concrete.

**518.2.1.2 Design and Acceptability Requirements**

The Contractor shall obtain the State Materials Bureau's approval of the concrete mix designs before casting. Once the State Materials Bureau approves a concrete mix design, the Contractor may only make subsequent changes in the mix proportions in accordance with Section 509.2.7.7, "Mixture Design Approval."

When the concrete mix design has been approved, the State Materials Bureau will provide the Contractor/Supplier with a field report form. The Contractor/Supplier shall enter the actual batch weights used in each batch of concrete and the measured moisture contents for each of the aggregates contained within each batch on the field report form. provided to the Contractor/Supplier at the same time the approved mix was provided. The Contractor shall ensure that all test results for compressive strength and fresh concrete properties, including slump, air content and unit weight, are also entered on the field report form.

**518.2.1.3 Testing Requirements for Release Strength**

The Contractor shall test using the Maturity Method in accordance with Section 510.3.5.2, "In-Place Concrete Strength Measurements", or make additional field cured cylinders for in-place strength tests (to determine application of prestressing forces). The Contractor shall make at least four (4) field cured cylinders from concrete placed on each casting bed.

The test results shall confirm the compliance with the release strength requirement shown in the Contract.

#### **518.2.1.4 Acceptance Requirements**

The Contractor shall test a minimum of two (2) cylinders per girder or pile in accordance with AASHTO T23 to ensure compliance with Section 510, "Portland Cement Concrete" and the required 28-Day compressive strength.

The Department will not Accept girders or piles with test results less than 90% of the 28-Day required strength. Girders or piles greater than 90% and less than 100% of the 28-Day required strength will be evaluated by the Project Manager for possible Acceptance. Cylinders that have achieved required strength requirements prior to 28-Day cylinder breaks will be Accepted,

The Contractor shall not ship girders or piles until the required ultimate compressive strength is confirmed by the Maturity Method or compressive strength tests, unless otherwise approved by the Project Manager.

Acceptance will be based upon measurements, tests, supporting data, and visual inspection of the Work for compliance with the Contract.

### **518.2.2 Steel Products**

#### **518.2.2.1 Reinforcing Steel**

The Contractor shall provide steel reinforcement in accordance with Section 540, "Steel Reinforcement."

The Contractor shall use uncoated corrosion resistant reinforcing steel for reinforcing bars that project from the tops of girder and those within four (4) feet of girder ends. The Contractor may substitute the remaining reinforcing bars with the same corrosion resistant bars used in the girder ends at no additional cost to the Department.

#### **518.2.2.2 Prestressing Reinforcement**

The Contractor shall provide prestressing reinforcement consisting of high strength steel wire, high strength seven (7) wire steel strands, or uncoated high strength steel bars, in accordance with the Contract.

The Contractor shall provide prestressing reinforcement that is uncoated, clean, and free of dirt, loose rust, oil, grease, or other Deleterious Material when placed in the Prestressed Concrete Members.

##### **518.2.2.2.1 High-Strength Wire**

The Contractor shall provide high-strength steel wire in accordance with AASHTO M 204.

##### **518.2.2.2.2 High-Strength Multiple-Wire Steel Strand**

The Contractor shall provide high-strength multiple-wire steel strands in accordance with AASHTO M 203M, Supplement S1 (low-relaxation), unless otherwise specified.

##### **518.2.2.2.3 Uncoated High-Strength Steel Bars**

The Contractor shall provide uncoated high-strength steel bars in accordance with AASHTO M 275. If the Department allows bars with a greater minimum ultimate strength, the Contractor shall produce and test them in accordance with AASHTO M 275.

##### **518.2.2.2.4 Identification of Prestressing Reinforcement**

The Contractor shall assign prestressing reinforcement and anchorage assemblies with a lot number and tag

for identification purposes. The Department will reject high-strength Materials lacking identification.

#### **518.2.2.2.5 Sampling of Prestressing Reinforcement**

The Contractor shall provide samples for further testing if requested by the Project Manager.

The Contractor shall provide certification with the samples that states the samples were taken from and are representative of the lot numbers provided.

The Contractor shall provide load elongation curves and mechanical properties representative of the strands or bars to the Project Manager.

The Contractor shall sample and test in accordance with AASHTO 203/M 203. If the Department requests, the Contractor shall provide the following:

1. Enough wire to make up one (1) parallel lay strand at least eight (8) feet long, consisting of the same number of wires required for the strand in which they are to be assembled. Cut wires requiring heading for anchoring to length and headed on both ends;
2. At least eight (8) feet of wire strand of each diameter, measured between near ends of fittings. Provide the sample with fittings attached;
3. One completely fabricated prestressing tendon ten (10) feet long for each size tendon, including anchorage assemblies;
4. At least eight (8) feet of high-tensile strength bars of each diameter, measured between threads at ends of bars if furnished with threaded ends and nuts, or between anchorage devices; and
5. At least two (2) anchorage assemblies, complete with distribution plates of each size or type, unless such anchorage assemblies are attached to the samples of pre-stressing reinforcement.

The Contractor shall provide Material samples for testing six (6) weeks in advance of the anticipated time of casting.

#### **518.2.2.2.6 Protection of Prestressing Steel**

The Contractor shall protect prestressing steel against physical damage, rust, and other results of corrosion, from the time the strand is manufactured to the time of release. The Department will reject prestressing steel that is damaged in any way.

The Contractor shall package prestressing steel in containers or other shipping forms to protect the steel against physical damage and corrosion during shipping and storage. The Contractor shall place a corrosion inhibitor that prevents rust or other results of corrosion in the package and form or apply directly to the steel if the Project Manager allows. The Contractor shall ensure the corrosion inhibitor has no damaging effect on the steel or concrete or bond strength of steel to concrete.

The Contractor shall immediately replace or restore damaged packaging or forms. If using a corrosion-inhibiting carrier-type packaging Material, the Contractor shall provide the Material in accordance with Military Specification MIL-P-3420. The Contractor shall clearly mark the shipping package or form with the following:

1. A statement that the package contains high-strength pre-stressing steel;
2. The care in handling;
3. The type, kind, and amount of corrosion inhibitor used, including the date placed or applied;



4. Safety orders; and
5. Instructions for use.

If directed by the Project Manager, the Contractor shall submit the following for the corrosion inhibitor:

1. A sample, a list of chemicals and their proportions, and instruction for use;
2. Evidence that the prestressing steel will be protected from rust and other results of corrosion; and
3. A Certificate of Compliance.

After the Contractor installs the prestressing steel, the Contractor shall not weld or have ground welding Equipment on the forms or on the steel in the member.

#### **518.2.2.3 Structural Steel**

The Contractor shall provide Structural Steel in accordance with Section 541, "Steel Structures."

#### **518.2.2.4 Debonding and Camber Control Sleeves**

The Contractor shall only debond designated strands shown on the Plans. No additional debonding will be allowed unless included in the Accepted Shop Drawings.

The Contractor shall provide debonding sleeves that have such strength, durability, chemical resistance, and other properties so that the sleeves will provide complete debonding between strands and concrete as called for in the Contract. The Contractor shall submit debonding and camber control sleeves product information to the Project Manager for approval.

#### **518.2.3 Girder Identification**

The Contractor shall apply a unique girder mark to each Prestressed Concrete Member in a location that shall be visible after construction is complete. This mark shall be consistent with Quality Control Plan (QCP) documentation in accordance with Section 518.3.1.1, "Quality Control (QC)". The mark shall be applied with black paint using a stencil that is approximately one (1) inch in height. The Contractor shall apply the text, over a clear acrylic coating to seal the concrete, and apply a clear acrylic coating over the text.

Alternatively, an electronic tracking mark may be embedded into the Prestressed Concrete Member if approved by the Project Manager. The Contractor shall include the same information on the electronic tracking mark as required on the paint stencil mark.

#### **518.2.4 Submittals**

##### **518.2.4.1 Precast/Prestressed Concrete Institute Certified Plant**

The Contractor shall provide Prestressed Concrete Members manufactured in a plant certified by PCI. The manufacturer shall have a B4 certification for Prestressed Deflected-Strand Bridge Members. The Contractor shall maintain certifications throughout the production of Prestressed Concrete Members. The Contractor shall stop production if at any time the manufacturer's certification is revoked, regardless of the status of completion of contracted Work. The Contractor shall not resume production until the necessary corrections are made and certification has been re-established.

The Department will not be responsible for time, additional compensation, or other Project impacts due to lack of certification.

#### **518.2.4.2 Annual Approval Letter to Fabricate Prestressed Concrete Members**

In addition to PCI certification, the Contractor shall submit the annual plant approval letter, signed by the State Bridge Engineer confirming approval to fabricate Prestressed Concrete Member for the Department, to the Project Manager.

##### **518.2.4.2.1 Request for Annual Approval from State Bridge Engineer**

The Fabricator shall submit a written request for plant approval to the State Bridge Engineer yearly for review and Approval. The State Bridge Engineer will have 60 Days for review and Approval.

The following documents shall be included with the request submittal to the State Bridge Engineer:

1. QCP, aka Quality Systems Manual (QSM) – certified by PCI;
2. Last two (2) PCI audit documentation, including the corrective action report (CAR);
3. Minutes from the yearly quality system committee;
4. Qualifications and certifications for:
  - 4.1 Quality Control (QC) Manager;
  - 4.2 QC Inspector(s);
  - 4.3 Material testing technician(s); and
  - 4.4 Shop welder(s);
5. Product data for repair Materials (concrete rub, concrete patch Material, epoxy injection Materials, etc.).

At the discretion of the State Bridge Engineer, a site visit may be required. This will be scheduled around the fabrication required for a Department Project. During a site visit, the follow actions could be observed: batching, concrete Material testing, pre-pour inspection, placement, curing, and final product inspections.

Upon Acceptance of the submittal, a letter of approval to fabricate prestressed elements for the Department will be issued to the Fabricator by the State Bridge Engineer. The Contractor shall submit only the approval letter to the Project Manager. The Contractor shall not submit the information reviewed and approved by the State Bridge Engineer for specific Projects.

##### **518.2.4.2.2 Quality Control Plan (QCP)**

The QCP shall list all methods utilized by the manufacturer to ensure that the Work conforms to the requirements in the Contract. The QC Manager is responsible for establishing the QCP, as well as conformance to the QCP. If Work methods for a specific Project or product are not listed in the original QCP, the Contractor shall submit written revisions addressing the proposed methods that are necessary to meet Contract requirements. The Contractor shall not start fabrication until the revisions have been reviewed and Accepted in writing by the Project Manager.

The Contractor shall ensure the manufacturer's QCP includes the following:

1. A listing of qualifications of the QC Manager and personnel conducting inspection and testing;
2. Materials sampling and testing schedule, showing testing methods and frequencies;
3. QC inspection methods and procedures for all stages of fabrication operations;
4. Methods for curing products and test specimens;
5. Method and sequence for tensioning strands, including methods used for verifying equal distribution of jacking forces and elongation measurements;

6. Method and sequence of de-tensioning strands;
7. Written report format for Materials sampling, testing, and inspection for all phases of the Work;
8. Provisions for fabrication operations during cold, windy, or hot weather conditions;
9. Procedures for patching small production holes and holes left by strand hold-down devices;
10. Procedures for identifying, evaluating and reporting defects, including dimensional Non-Conformance, discovered during QC/QA inspections and testing; and
11. Procedures for notifying the Project Manager of structural defects, and submittal of written proposal for repairs.

The QCP shall contain provisions for increased frequencies of inspection and testing when operations or products do not conform to the Contract. Repeated out of tolerance Work, including dimensional Non-Conformance, shall be considered as recurring deficiencies. When the State Bridge Engineer determines that fabrication operations are producing recurring defects that do not conform to the Contract, the Contractor/Fabricator shall be required to submit a written proposal addressing corrective procedures that the Contractor/Fabricator will take to prevent recurrence of the Non-Conformance Work. Approval of the QCP may be suspended until the proposal has been reviewed and Accepted in writing by the State Bridge Engineer.

#### **518.2.4.3 Working Drawings**

The Contractor shall furnish Working Drawings to the Project Manager for review and approval by the State Bridge Engineer. The Working Drawings shall be in accordance with Section 105.2, "Plans, Working Drawings", for all Prestressed Concrete Members. The Contractor shall provide Working Drawings stamped by a professional Engineer licensed in the State of New Mexico, that has a minimum of five (5) years' experience with prestressed concrete design. The Department's review of the Working Drawings does not relieve the Contractor of the responsibility for the adequacy of the Prestressed Concrete Members. The Contractor shall submit all supporting calculations for the Working Drawings. The Contractor shall allow 30 Days for review and Acceptance of Working Drawings and calculations. Any re-submittals will require an additional 14 Days for review.

The Contractor's Working Drawings shall include the following:

1. Unit dimensions;
2. Location, size, and type of prestressing strands;
3. Initial and final jacking forces;
4. Location, description, and detail of structural reinforcing items;
5. Location of all hold-down devices;
6. Shop Drawings of all steel items, and details for steel diaphragm connections. Shop Drawings shall be in accordance with AASHTO/NSBA G1.3, Shop Drawing Presentation-Guidelines;
7. Block-out and keyway dimensions, if any, including surface preparation;
8. Location and detail of debonded strands;
9. Rebar schedule per ACI detailing manual SP-66;
10. Framing Plan with the Fabricators unique mark numbers. Girders that are identical in every detail may be set interchangeably;
11. Embeds for overhang brackets and permanent steel deck forms;
12. Stresses in the top and bottom of the Prestressed Concrete Member during de-tensioning of the strands;
13. The predicted girder shortening, camber at release, and camber at 90 Days;

14. Shop Drawings, written procedures, and calculations for the special design such as camber control using prestressing top strands; and
15. Handling, storing and transportation details.

#### **518.2.4.4 Notification of Fabrication for Prestressed Concrete Members**

The Contractor shall notify the Project Manager of the following:

1. Start of Work. Fabrication shall not begin until the Working Drawings submittal has been reviewed and Accepted by the Project Manager;
2. Production Schedule. The production schedule shall be submitted to the Project Manager a minimum of 21 Days prior to the start of fabrication. The production schedule shall include start of Work, phase of Work, and shipment dates. Should modifications to the production schedule be necessary, the Contractor shall provide written notice to the Project Manager a minimum of 72 hours in advance of Work. After start of fabrication, the Department will Work with the Fabricators to flex the schedule around unforeseen circumstances;
3. Notice of Shipment. The Contractor shall notify the Project Manager, at least 72 hours before shipment of Prestressed Concrete Members to the job site; and
4. Notification. Failure to notify the Project Manager may be cause for suspension of Work or rejection.

#### **518.2.4.5 Post Fabrication / Pre-Delivery QA/QC Documents**

The Contractor shall submit the following records and reports to the Project Manager for acceptance ten (10) Days prior to the shipment of the girders.

1. Prestressing Steel. Tensioning reports for each setup, showing the jacking force calculations; initial and final jacking force used; calculated and final net measured elongation; applicable stressing corrections for seating, slippage, shortening, rotation movement, and temperature;
2. Concrete. Concrete cylinder break reports and daily reports of each mix design used, showing the fresh concrete slump, temperature, unit weight, and air content (if specified). The daily report shall also include the following data:
  - 2.1 Date and time of casting;
  - 2.2 Casting bed and setup location;
  - 2.3 Ambient conditions;
  - 2.4 Total cubic yards placed and number of girders or pieces completed;
  - 2.5 Actual product curing temperature charts or graphs;
  - 2.6 Average release strength in psi;
  - 2.7 Date and time of release strength; and
  - 2.8 Copies of individual batch tickets when requested by the Project Manager;
3. Pre-pour inspection records shall be per the Accepted QCP plan; and
4. Post-pour inspection records shall be per the Accepted QCP plan. These records shall include all discovered variances from product dimensional tolerances, report of minor repairs made to each individual product, and all other member specific information.

### **518.3 CONSTRUCTION REQUIREMENTS**

#### **518.3.1 Quality Processes**

#### **518.3.1.1 Quality Control (QC)**

QC of Prestressed Concrete Member fabrication is the responsibility of the Contractor. The Contractor shall designate a QC Manager who shall be responsible for product quality requirements and the Contractor's approved QCP.

#### **518.3.1.2 Quality Assurance (QA)**

QA and product Acceptance are the prerogatives of the Department. The Project Manager will be the QA Representative. QA administration will be performed to the extent necessary to assure Contract compliance.

### **518.3.2 Fabrication**

#### **518.3.2.1 Pre-Fabrication Conference**

A Pre-Fabrication Conference is required. The Pre-Fabrication Conference will be scheduled, by the Project Manager and will be held after Acceptance of Working Drawings, a minimum of 72 hours prior to start of fabrication. The agenda will include review of the fabrication schedule and the Department's QA involvement. Required attendees are the Project Manager, a Contractor representative, a Fabricator representative who can speak to schedule and quality, and the Bridge Engineer.

#### **518.3.2.2 Forms**

The Contractor shall use forms that are smooth, grout tight, and capable of withstanding the action of form vibrators. The Contractor shall accurately fabricate and secure the forms in position so that the cast member will present true, smooth and even surfaces.

The Contractor shall construct forms for interior cellular spaces with an approved Material that is watertight, resistant to breakage and deformation, and as lightweight as possible. The Contractor shall anchor interior forms to resist flotation or displacement during concrete placement. The design of interior and exterior forms shall not restrict the longitudinal movement of the member when the Contractor transfers the prestressing force to the casting.

#### **518.3.2.3 Placement of Reinforcing Bars and Appurtenances**

The Contractor shall place and secure reinforcing bars, forms for cored holes and cellular spaces in accordance with the Contract. The Contractor shall conform to concrete cover requirements over reinforcing bars near and at ends of girders.

#### **518.3.2.4 Tensioning**

The Contractor shall apply tension to prestressing steel with hydraulic jacks to produce forces in accordance with the approved Working Drawings.

During strand stressing, individual wire failures may be Acceptable if no more than one (1) wire in any strand is broken and the area of broken wire does not exceed two percent (2%) of the total area of the pre-stressing steel in the member. Wire failure shall be documented by the Contractor in record documents, in accordance with Section 518.2.4.2.2, "Quality Control Plan (QCP)".

The Contractor shall stress the members in a sequence that produces a minimum of eccentric forces.

##### **518.3.2.4.1 Tensioning Equipment**

The Contractor shall apply stress to tendons using hydraulic jacks that can provide and sustain the necessary

forces and have either a pressure gauge or a load cell for determining jacking stresses.

The Contractor shall use a pressure gauge with at least a six (6) inch diameter dial accompanied with a certified calibration chart. The Contractor shall calibrate each jack and its gauge as a unit with the cylinder extension in the approximate position that it will be at final jacking force.

The Contractor shall calibrate a load cell and provide it with an indicator to determine the prestressing force in the tendon. The Contractor shall use a load cell range that does not include the lower ten percent (10%) of the Fabricator's rated capacity to determine the jacking stress.

The Contractor shall use a testing Laboratory approved by the Project Manager to calibrate the Equipment. The Contractor shall ensure that the Equipment has been calibrated within a year of the Work. The Project Manager may check certified calibration charts for the hydraulic jacks, pressure gages or load cells used for tensioning pre-stressing steel before and during tensioning operations.

#### **518.3.2.4.2 Measurement of Stress**

The Contractor shall provide a record of gauge pressures and tendon elongations for each tendon, for review and approval by the Project Manager. The Contractor shall measure elongations to an accuracy of within 1/16 inch.

The Contractor shall use the gauge or load cell readings to determine the stress in the tendons during tensioning and verify with the measured elongations.

The Contractor shall use the modulus of elasticity to calculate anticipated elongations of and base calculations for the nominal area (provided by the Fabricator per lot of tensioned steel), or as determined by a bench test of strands used in the Work.

Before starting elongation readings, the Contractor shall tension the tendons to a preliminary force to eliminate take-up in the tensioning system. The Contractor shall ensure this preliminary force is between five percent (5%) and 25% of the final jacking force. The Contractor shall measure the initial force with a dynamometer or with other approved methods. The Contractor shall mark each strand before the final stressing to permit measurement of elongation and to ensure that anchor wedges are set properly.

The Contractor shall address a discrepancy in indicated stress between jack gauge pressure and elongation. If this occurs, the load used, as indicated by the gauge pressure, will produce a slight overstress rather than understress. The Contractor shall check the entire operation to determine the source of errors, if a discrepancy occurs between gauge pressure and elongation; more than five percent (5%) for tendons longer than 50 feet, or seven percent (7%) for tendons shorter than 50 feet. The Contractor shall correct errors before proceeding

#### **518.3.2.4.3 Tensioning Pre-tensioned Members**

The Contractor may cast several Prestressed Concrete Members in a continuous line on the casting bed.

Two (2) splices of pre-stressing strand are allowed within the entire spool. The Contractor shall not use strands within each Prestressed Concrete Member that have splices.

The Contractor shall accurately locate and hold strands in positions in accordance with the Contract for each

individual Prestressed Concrete Member. The Contractor may request to modify the strands by submitting an alternate strand layout, with Shop Drawings and calculations stamped by a professional Engineer licensed in the State of New Mexico, to the Project Manager for review and approval by the Bridge Engineer.

The Contractor may anchor straight prestressing strands at one end of the casting bed and stress the other end with hydraulic jacks. The Contractor shall tension each individual strand to the required stress. The Contractor shall adopt a method for stressing draped strands that prevents significant stress loss between the jacking and anchor ends of the casting bed. If required to avoid significant stress loss, the Contractor shall stress draped strands from both ends of the casting bed.

The Contractor shall stress or check prestressed strands for required stress within 24 hours before placing concrete in the Prestressed Concrete Members.

The Contractor shall not release or cut pre-tensioned strands until cylinder tests indicate that the concrete in the Prestressed Concrete Members has reached the designated compressive strength at release as shown in the Contract. The Contractor shall remove side forms before releasing the strands. Strands may be flame cut to release stress. The Contractor shall release or cut the strands in accordance with a previously approved sequence to avoid unbalanced forces in excess of that applied by one (1) strand. The Contractor shall trim strands in piles flush with the top and bottom of the piles.

#### **518.3.2.5 Placement and Consolidation of Concrete**

The Contractor shall place concrete in accordance with Section 511, "Concrete Structures," and Section 512, "Superstructure Concrete."

The Contractor shall inspect all items to be embedded in the concrete prior to concrete placement. The Project Manager may inspect embedded items at their discretion. The Department will allow the placement of concrete in the bottom flange of Prestressed Concrete Member Type Box before placement of the interior form and reinforcing bars in the upper portion of the Prestressed Concrete Member Type Box if concrete placement is continuous for longer than 30 minutes.

The Contractor shall use external vibration for Prestressed Concrete Member Type Box to eliminate internal honeycombing. The Contractor shall rigidly attach external vibrators to the forms in sufficient quantity so that the vibration extends throughout the entire length of the Prestressed Concrete Member Type Box.

The Contractor shall not use vibrating methods that cause segregation. The Department may reject Prestressed Concrete Members with voids in piles, voids in the bottoms of girders, voids in girders over-bearing points or honeycombing sufficient to expose pre-stressing tendons or reinforcement.

#### **518.3.2.6 Finishing Concrete Surfaces**

The Contractor shall provide a transversely roughened top surfaces of Prestressed Concrete Members over the entire flange width to a minimum depth of 1/4 inch and a maximum of 3/8 inch. The maximum allowable space between roughened areas on surfaces shall be 1/2 inch. The Contractor shall clean the top surface of Prestressed Concrete Members after initial set to remove laitance, dirt and debris.

The Contractor shall finish the top surface of Prestressed Concrete Member Type Box and piles by over filling the forms, vibrating, and striking off with a metal plated strike board. On the final forward movement of the strike board, the Contractor shall carry excess grout ahead to completely fill the form. After striking off the

concrete, the Contractor shall finish the surface to a true plane. The Contractor shall ensure that surface irregularities do not exceed 9/16 inch per ten (10) feet.

If the Contract requires the Contractor to embed the ends of Prestressed Concrete Members in concrete diaphragms, the ends of the Prestressed Concrete Members do not require hand finishing after removal of forms. If the Contract does not require the Contractor to extend strands for field or shop bending to provide continuity reinforcement, the Contractor shall cut the strands three (3) inches or less beyond the Prestressed Concrete Member ends.

The Contractor shall finish Prestressed Concrete Member ends that will not be embedded in concrete and other surfaces of Prestressed Concrete Members with a Class 2, Rubbed Surface Finish in accordance with Section 511.3.9, "Finishing".

#### **518.3.2.6.1 Mockup of Finishing Concrete Surfaces**

When required by the State Bridge Engineer, the Contractor shall mockup the concrete surface finish on a concrete slab with minimum dimensions of 24 inches by 48 inches. The mockup shall include simulated stirrups and stay-in-place form tabs at common spacing to demonstrate surface prep around these obstacles. Upon Acceptance by the State Bridge Engineer, this mockup shall be retained and made available upon request.

#### **518.3.2.7 Curing**

The Contractor shall steam cure or water cure Prestressed Concrete Members. The Contractor shall not use a curing temperature greater than 150 degrees F. The Contractor shall uniformly increase the temperature to the maximum temperature over a period not less than seven (7) hours. The Contractor shall additionally uniformly reduce the curing temperature such that at least seven (7) hours are required to reduce the temperature of the curing environment.

The Contractor shall perform steam curing in accordance with Section 517, "Precast Concrete Structures".

The Contractor shall perform water curing in accordance with Section 511, "Concrete Structures".

#### **518.3.2.8 Tolerances**

The maximum allowable deviations from the dimension and details shown on the Plans are listed in the Manual for Quality Control for Plants and Production of Structural Precast Concrete Products and the PCI Tolerance Manual, most current version, published by the PCI with the following exceptions:

1. The tolerance on tipping and flushness of shoe plates within 1/16 inch; and
2. The tolerance of steel diaphragms attachment holes shall be no greater than 1/16 inch.

The Contractor shall repair cracks in the end regions of Prestressed Concrete Members as follows:

1. Cracks that do not impact the structural integrity of the Prestressed Concrete Member that are equal to or greater than 0.007 inches in width and/or are located under expansion joints in the final condition of the Structure shall be epoxy injected in accordance with Section 534, "Epoxy Injection";
2. Cracks that may impact the structural integrity of the Prestressed Concrete Member shall be analyzed by the Bridge Engineer prior to Acceptance. The Contractor shall repair the Prestressed Concrete Member per the Bridge Engineer's recommendations; and



3. Excessive cracking that is outside the tolerance of Section 518.3.2.8 "Tolerances" shall not be repaired with epoxy injection and the Prestressed Concrete Member will not be Accepted.

#### **518.3.2.9 Lifting, Handling, Storing and Transporting Prestressed Concrete Members**

The Contractor shall not handle Prestressed Concrete Members until after prestressing tendons have been released and forms have been removed.

The Contractor shall always keep webs of Prestressed Concrete Members vertical and in the same position as shown in the final installation. The bottoms of Prestressed Concrete Members shall be kept level. The Contractor shall keep the points of support and direction of reactions in accordance with approved Working Drawings.

The Contractor shall limit the camber growth to a value not to exceed the predicted camber at erection dimension by two (2) inches at the time of deck slab placement for Prestressed Concrete Members greater than 54 inches in depth. The Contractor shall limit camber growth to one (1) inch for Prestressed Concrete Members 54 inches or less. If camber growth measures are necessary, the Contractor shall include the methods for camber control in the Shop Drawings submittal.

The Contractor shall include any devices that will be used for lifting, handling, transporting, and erection of the Prestressed Concrete Members in the Shop Drawings.

The Contractor shall not crack, spall, or otherwise damage Prestressed Concrete Members during lifting, handling, hauling, storing, erecting or transporting. Prestressed Concrete Members damaged by improper handling shall be brought to the attention of the Project Manager immediately and may be rejected.

The Contractor shall not transport Prestressed Concrete Members to the job site until the required ultimate compressive concrete strength is attained in accordance with Section 518.2.1.4, "Acceptance Requirements".

#### **518.3.3 Bracing for Prestressed Concrete Members**

The Contractor shall tie and brace the Prestressed Concrete Members immediately after erection to prevent overturning. The Contractor shall leave ties and bracing in place until the Prestressed Concrete Members are permanently secured for lateral stability. If steel girder diaphragms are used, the Contractor shall install diaphragms during Prestressed Concrete Member erection.

Bracing shall be in accordance with Section 512.3, "Construction Requirements".

#### **518.3.4 Grouting Keyways in Prestressed Concrete Member Type Box and Precast Prestressed Slabs**

The Contractor shall provide an exposed aggregate finish for all keyways used to connect adjacent Prestressed Concrete Members with a minimum amplitude of ¼ inch unless otherwise shown on the Plans.

The Contractor shall grout keyways between adjacent Prestressed Concrete Member Type Box or Precast Prestressed Slabs designated for grout in accordance with Section 521, "Non-Shrink Grout".

#### **518.4 METHOD OF MEASUREMENT**

Prestressed Concrete Members will be measured by the linear foot. Precast Prestressed Slabs will be measured by the Square Foot.

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## 518.5 BASIS OF PAYMENT

### Pay Item

Prestressed Concrete Member Type \_\_\_\_\_

Precast Prestressed Slab \_\_\_\_\_ In. Depth

### Pay Unit

Linear Foot

Square Foot

### 518.5.1 Work Included in Payment

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

1. Prestressing steel, reinforcing steel and embedded items for Prestressed Concrete Members;
2. Mockup of surface finish;
3. The Quality Control and Quality Assurance requirements;
4. Epoxy Injection of cracks in end regions; and
5. Shipping and erecting Prestressed Concrete Members.

December 20, 2019

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 537: POLYESTER/EPOXY CONCRETE OVERLAY**

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

Add the following to Section **537.5.1: Work Included in Payment:**

4. Tining and/or grooving.

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 540: STEEL REINFORCEMENT**

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

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

**540.2.13 Headed Reinforcing Bars**

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

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement at no additional cost to the Department.

**540.2.14 Mechanical Couplers**

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

Delete 4. and 5. from **Section 540.2.5 Corrosion-resistant and Coated Reinforcing Bars** and replace with the following:

4. Uncoated low-carbon, chromium steel bars in accordance with AASHTO M334 or ASTM A1035; or
5. Galvanized reinforcement in accordance with ASTM A767 or ASTM A1094.

Delete 3. from **Section 540.2.6 Coating and Patching Materials** and replace with the following:

3. Zinc-rich paint with a minimum 65% zinc content in accordance with ASTM A780 for patching damaged and uncoated areas of galvanized reinforcing bars.

Delete the first paragraph and 6. from **Section 540.2.7 Accessories** and replace with the following, respectively:

The Contractor shall provide plastic-coated reinforcing tie wire for tying epoxy-coated reinforcing bars, for deformed stainless steel bars, for stainless steel clad deformed steel bars and for uncoated low-carbon, chromium, steel deformed bars. The Contractor shall provide galvanized, annealed wire ties for galvanized bars and for hot-dip galvanized reinforcing bars.

6. Galvanized sand chairs, hot-dip galvanized wire bar supports, or other non-corrosive metal supports placed directly on the ground; or

Delete **Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars** in its entirety and replace with the following:  
The Contractor shall choose one (1) of the options listed below when providing galvanized bars:

1. The Contractor shall provide hot-dip galvanized reinforcing bars in accordance with ASTM A767. The Contractor shall galvanize bar after cutting and bending; or
2. The Contractor shall provide continuous hot-dipped galvanized reinforcing bars (CGR) in accordance with ASTM A1094. The Contractor shall bend and cut bar after galvanizing.

Delete **Section 540.3.1.1 Bar Lists and Bending Diagram** in its entirety and replace with the following:  
When the Plans do not include detailed bar lists and bending diagrams, the Contractor shall provide Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance, prior to ordering any Materials.

When a detailed bar list and bending diagram are included on the Plans, they are included for the Contractor's information and for quantity estimation only. It is the responsibility of the Contractor to notify the Department of any errors identified in the provided bar lists and bending diagrams. Once notified, the Department will correct the identified errors as necessary and provide the Contractor with amended details. The Contractor shall provide Shop Drawings, bar bending lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance in advance of ordering any Materials.

The Contractor shall include the bar marks, shown on the Plans, on the bar tags and the rebar details, bar lists, and bending diagrams on the Shop Drawings. Contractor may include an alternate bar mark for fabrication purposes, but the Contractor shall also show the Plan bar marks in all locations on Shop Drawings and bar tags.

Acceptance of the Shop Drawings, bar lists, bending diagrams and estimated reinforcement quantity shall not relieve the Contractor of responsibility for correctness of the Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity. The Contractor's detailed bar lists and bending diagrams shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's (CRSI) publication, Manual of Standard Practice. The Contractor shall allow 30 Days for review of the submittal.

Delete **Section 540.3.1.3 Bar Bending** in its entirety and replace with the following:

The Department will allow cold bending around a pin. The Contractor shall not field bend, Grade 60 bars, epoxy-coated bars or standard class hot-dip galvanized bars after galvanizing. For continuous hot-dip, galvanized reinforcing bars (CGR), the Contractor shall fabricate, bend and cut after galvanizing.

Unless otherwise directed, the Contractor shall ensure the bend diameter is in accordance with CRSI Manual of Standard Practice current edition.

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

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

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

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

otherwise indicated in the Contract.

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

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

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

Delete **Section 540.3.3.3: Thickness of Galvanizing** and replace with the following:

For ASTM A1094, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from two (2) mils to three (3) mils thick.

For ASTM A767, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from three (3) mils to 3.9 mils thick.

The Contractor shall determine the thickness with a magnetic thickness gage. The Contractor shall submit a Certificate of Compliance.

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

4. Headed reinforcement shall be included in the reinforcing bar pay item(s). No additional weight will be added.

May 27, 2022

## SPECIAL PROVISIONS MODIFYING SECTION 542: HIGH-STRENGTH BOLTS

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

Delete **Section 542: HIGH STRENGTH BOLTS** in its entirety and replace with the following:

### 542.1 DESCRIPTION

This Work consists of providing and installing High-Strength Bolts.

### 542.2 MATERIALS

The Contractor shall mark bolts, nuts, and washers in accordance with the applicable ASTM Specifications.

#### 542.2.1 Bolts

The Contractor shall provide bolts in accordance with ASTM F3125, Grade F1852 or Grade F2280 bolts ("twist-off" style bolts). The Contractor shall ensure that bolt dimensions are in accordance with ASTM F3125 Table 2.

When specified in the Contract, or when bolts are embedded, or when a snug-tight condition is specified, it is Acceptable to use F3125 grade A325.

When the Contract requires unpainted corrosion resistant (weathering) steel, the Contractor shall supply Type 3 High-Strength Bolts in accordance with ASTM F3125. When the Contract does not require unpainted corrosion resistant (weathering) steel, the Contractor shall provide Type 1 High-Strength Bolts in accordance with ASTM F3125.

When the Contract requires galvanized fasteners, the Contractor shall mechanically galvanize in accordance with ASTM B695, Class 50.

#### 542.2.2 Nuts

The Contractor shall provide nuts in accordance with ASTM A 563 with dimensions in accordance with ANSI 18.2.2. For both plain (ungalvanized) and heat-treated galvanized nuts, the Contractor shall ensure nuts meet the requirements of ASTM F3125 Table 2.

The Contractor shall lubricate galvanized nuts with a dyed lubricant of a color that contrasts with the galvanizing color.

#### 542.2.3 Washers

The Contractor shall provide washers in accordance with ASTM F436.

The Contractor shall provide flat circular hardened washers and square or rectangular beveled washers with

dimensions according to ASTM F436 Table 2 and Table 3.

When the Contract requires unpainted corrosion-resistant (weather) steel, the Contractor shall supply Type 3 hardened washers.

## **542.2.4 Material Testing Requirements**

### **542.2.4.1 Testing of Bolts**

The Contractor shall conduct proof load tests in accordance with ASTM F606, Method 1.

The Contractor shall conduct wedge tests on full-size bolts in accordance with ASTM F606, paragraph 3.5. The Contractor shall perform tests on galvanized bolts after galvanizing.

The Contractor shall ensure that the minimum testing frequency is in accordance with ASTM F3125, paragraph 9.6.1. The Contractor shall measure zinc coating thickness on galvanized bolts on the wrench flats or bolt head tops.

The Contractor shall conduct additional testing of “twist-off” style bolts in accordance with ASTM F3125 paragraph 11.

### **542.2.4.2 Testing of Nuts**

The Contractor shall perform proof load tests in accordance with ASTM F606, paragraph 4.2.

The Contractor shall ensure that the minimum testing frequency is in accordance with ASTM A563, paragraph 9.3. Test galvanized nuts after over tapping, galvanizing and lubricating.

### **542.2.4.3 Testing of Washers**

The Contractor shall, test galvanized washers for hardness after galvanizing. The Contractor shall remove the coating before conducting the hardness tests.

## **542.2.5 Testing of Assemblies**

The Contractor shall provide the manufacturers or distributors rotational capacity test results on bolt, nut, and washer assemblies. The Contractor shall use washers in the test, even if washers are not used in the assembly on the Project.

The Contractor shall test each combination of bolt production lot, nut lot, and washer lot as an assembly. Unless required by the installation procedures, the Contractor shall not include washers in the lot identification.

The Contractor shall assign a rotational capacity lot number to each lot combination tested.

The minimum testing frequency is two (2) assemblies per rotational capacity lot.

### **542.2.5.1 Procedure for Rotational Capacity Tests for Long Bolts**

The Contractor shall test bolts long enough to test in a tension calibrator in accordance with the following procedures:



1. Mark the calibrator face plate with lines at vertical and at 1/3 (120°) and 2/3 (240°) of a turn, clockwise from vertical;
2. Use a calibrated torque wrench;
3. Use spacers with a hole size no larger than 1/16 inch larger than the bolt to be tested; and
4. Mount the bolt calibrator on a steel frame or section such as a flange or a cross frame.
  - 4.1. Put the nut on the bolt. Measure from the end of the threaded shank to the underside of the bolt head when there are three (3) to four (4) full threads of the bolt between the bearing face of the nut and the bolt head;
  - 4.2. Put the bolt in the tension calibrator and install the required number of shim plates and washers needed to produce the measurement from Step 4.1 (always install one (1) washer under the nut);
  - 4.3. Snug tighten the bolt with a hand wrench to the tension listed in Table 542.2.5.1:1, "Snug Tight Tension"; do not exceed two (2) kips more than the value;

**Table 542.2.5.1:1  
Snug Tight Tension**

Bolt diameter (in)	Snug tight tension, minimum (kip)
1/2	1
5/8	2
3/4	3
7/8	4
1	5
1 1/8	6
1 1/4	7
1 3/8	9
1 1/2	10

- 4.4. Match mark the nut to the vertical line on the bolt calibrator faceplate;
- 4.5. Using the calibrated manual torque wrench, tighten the bolt to at least the tension listed in Table 542.2.5.1:2, "Installation Tension." Measure and record the torque and the tension generated simultaneously with that torque. Measure torque with the nut in motion;

**Table 542.2.5.1:2  
Installation Tension**

Bolt diameter (in)	Installation tension, minimum (kip)
1/2	12
5/8	19
3/4	28
7/8	39
1	51
1 1/8	56
1 1/4	71
1 3/8	85
1 1/2	103

- 4.6. Calculate the torque in accordance with the following equation:

$$V = \frac{T \times d}{4}$$

Where,

- V is the calculated torque value  
 T is the measured tension in pounds  
 d is the bolt diameter in feet

Record the calculated value. The measured torque values must equal or be less than the calculated torque. Assemblies with measured torque values exceeding the calculated value fail the test; and

- 4.7. For assemblies passing Step 4.6, further tighten the bolt to the rotation listed in Table 542.2.5.1:3, "Required Rotation." Measure the rotation from the vertical line to the initial match marking in Step 4.4. Record the bolt tension.

**Table 542.2.5.1:3  
 Required Rotation**

<b>Bolt length (L) measured in step 1</b>	<b>Required rotation (turns)</b>
$L \leq 4d_b$	2/3
$4d_b < L \leq 8d_b$	1
$L > 8d_b$	1 1/3

Note:  $d_b$  = bolt diameter

Assemblies that fail before completing the required rotation by stripping or fracture fail the test.

Bolt tension measured at the required rotation must equal or exceed the values in Table 542.2.5.1:4, "Minimum Tension Requirements." Assemblies that do not meet this tension fail.

**Table 542.2.5.1:4  
 Minimum Tension Requirements**

<b>Bolt diameter (in)</b>	<b>Tension, minimum (kip)</b>
1/2	14
5/8	22
3/4	32
7/8	45
1	59
1 1/8	64
1 1/4	82
1 3/8	98
1 1/2	118

- 4.8. Loosen and remove the nut and examine the threads on the nut and bolt. Assemblies showing evidence of thread shear failure, stripping, or torsion failure fail.

**542.2.5.2. Procedure for Rotational Capacity Tests for Short Bolts**

The Contractor shall test bolts that are too short for a tension calibrator in accordance with these procedures:

**Equipment Requirements:**

1. A calibrated torque wrench and a spud wrench;
2. Spacers with a hole size no larger than 1/16 inch greater than the tested bolt;
3. A steel section with a normal size hole to install bolt. Any available splice hole with plate thicknesses that will provide the number of threads under the nut required in Step 3.1 of the following procedures is Acceptable.

This procedure is as follows:

- 3.1. Mark the steel section with lines at vertical and at 1/3 (120°) and 2/3 (240°) of a turn, clockwise from vertical;
- 3.2. Put the nut on the bolt. Measure the bolt length and the distance from the end of the threaded shank to the underside of the bolt head when there are three (3) to five (5) full threads of the bolt between the bearing face of the nut and the bolt head;
- 3.3. Put the bolt in the hole and install the required number of shim plates to produce the thread stick-out measured in Step 3.1. Always install one (1) washer under the nut;
- 3.4. Snug using a hand wrench. Do not exceed 20% of the torque determined in Step 3.6 of this procedure;
- 3.5. Match mark the nut to the vertical line on the steel section; and
- 3.6. Tighten the bolt using the torque wrench by turning the nut to the rotation listed in Table 542.2.5.2:1, "Initial Required Rotation". Use a second wrench to prevent bolt head rotation during tightening. Record the torque required to reach this rotation. Measure torque with the nut in motion.

**Table 542.2.5.2:1  
Initial Required Rotation**

Bolt length (L) measured in step 3.2	Required rotation (turns)
$L \leq 4d_b$	1/3
$4d_b < L \leq 8d_b$	1/2
$L > 8d_b$	2/3

Note:  $d_b$  = bolt diameter

Assemblies that exceed the torque values listed in Table 542.2.5.2:2, "Torque Requirements," fail.

**Table 542.2.5.2:2  
Torque Requirements**

Bolt Diameter (in)	Torque foot-pounds, maximum
1/2	150
5/8	290
3/4	500
7/8	820
1	1230

**Table 542.2.5.2:2  
Torque Requirements**

<b>Bolt Diameter (in)</b>	<b>Torque foot-pounds, maximum</b>
1 1/8	1500
1 1/4	2140
1 3/8	2810
1 1/2	3690

- 3.7. For assemblies that pass Step 3.5, further tighten the bolt to the rotation required in Table 542.2.5.2:3, "Final Rotation Requirements." Measure the rotation from the vertical line to the initial match marking in Step 3.4; and

**Table 542.2.5.2:3  
Final Rotation Requirements**

<b>Bolt length (L) measured in step 1</b>	<b>Required rotation (turns)</b>
$L \leq 4d_b$	2/3
$4d_b < L \leq 8d_b$	1
$L > 8d_b$	1 1/3

Note:  $d_b$  = bolt diameter

- 3.8. Loosen and remove nut and examine the threads on the nut and the bolt. Assemblies showing evidence of thread shear failure, stripping, or torsional failure fail the test.

### 542.2.6 Reporting

The Contractor shall provide notarized manufacturer and distributor CTR and MTR for mill steel used to manufacture bolts, nuts and washers. The Contractor shall indicate the steel melting and manufacture location in the MTR.

The Contractor shall show test results, including zinc coating thicknesses, in the CTR. The Contractor shall show test performance locations and test dates in the CTR.

#### 542.2.6.1 Manufacturer CTR

The Contractor shall provide CTRs from the bolt, nut, and washer manufacturers that include the following:

1. Lot numbers of each item tested;
2. Rotational capacity test results, rotational capacity lot numbers, and individual lot numbers of the items tested if performed by the manufacturer;
3. Results of all other required tests; and
4. Locations where the bolt assembly components were manufactured.

#### 542.2.6.2 Distributor CTR

The Contractor shall provide CTR from the bolt, nut, and washer distributors that include:

1. Documentation required in Section 542.2.6.1, "Manufacturer CTR";
2. Rotational capacity test results, rotational capacity lot number, and individual lot numbers of the items tested if performed by the distributor; and
3. A statement that the manufacturer's CTR represents the same items.

#### **542.2.7 Sampling and Testing by the Department**

Before installation, the Project Manager may select two (2) bolts, nuts, and hardened washer assemblies from each rotational capacity lot and at least three (3) bolts, nuts, and hardened washers, for each diameter and grade of fastener for testing by the State Materials Bureau.

#### **542.2.8 Shipping**

The Contractor shall ship bolts, nuts, and washers from each rotational capacity lot in the same container. If there is only one (1) production lot number for each size of nut and washer, the Contractor may ship the nuts and washers in separate containers.

The Contractor shall permanently mark each container with the rotational capacity lot number.

### **542.3 CONSTRUCTION REQUIREMENTS**

The Contractor shall fabricate the Materials, to be connected with High-Strength Bolts, in accordance with Section 541, "Steel Structures".

The Contractor shall blast clean steel faying surfaces in accordance with SSPC-SP 10.

The Contractor shall ensure that the bolted part surfaces adjacent to the bolt head and nut are parallel within the three (3) degrees for parallel surface rolled steel members. The Contractor shall use beveled washers on surfaces with more than a 1:20 slope for proper seating. The Contractor shall use bolted parts that fit solidly together when assembled. The Contractor shall not use gaskets or other flexible Material.

The Contractor shall erect joints and splices with cylindrical erection pins and bolts in accordance with Section 541, "Steel Structures." The Contractor shall use high strength bolts instead of erection bolts if necessary. These can be left in place, provided they are not loosened and retightened.

#### **542.3.1 Installation of Bolts**

The Contractor shall ensure that bolt, nut and washer combinations are from the same rotational capacity lot.

#### **542.3.2 Lubrication**

The Contractor shall ensure that black bolts are oily to the touch when delivered and installed.

Secondary lubrication, by any party other than that which certified the assembly lot, is not permitted on a "twist-off" style bolt assembly lot, unless under the direction of the manufacturer.

If relubrication is permitted, the Contractor shall clean and relubricate weathered or rusted bolts and nuts before installation. The Contractor shall retest recleaned or relubricated bolt, nut, and washer assemblies.

Before installing galvanized nuts, the Contractor shall inspect the nuts to ensure the threads are properly lubricated. If lubricant is not visible or if tensioning indicates that thread friction is too high, the Contractor shall replace the bolt and nut with an unused lubricated bolt or if allowed apply an approved lubricant to the

remaining threads before installation.

### 542.3.3 Method of Installation

Wherever practical, the Contractor shall place the nut where it is not visible from the Traveled Way. When one end of a bolted assembly is embedded in concrete, the Contractor shall place the assembly so the nut end is in the concrete.

When tightening connections involving several bolts, The Contractor shall draw together plies of the steel by snugging the bolts before starting the tightening operations.

The Contractor shall prevent the stationary element from turning.

For oversized or slotted holes, the Contractor shall place additional hardened washers between the bolted Material and the fastener.

The Contractor shall not reuse bolts previously tightened. Touching up or re-tightening bolts that may have been loosened by the installation of adjacent bolts shall not be considered a reuse.

#### 542.3.3.1 “Twist-off” Style Bolt Installation

The Contractor shall snug all bolts within the connection without severing the splined ends, drawing all plies of the connection together. If a splined end is severed prior to all bolts within the connection being snugged, the Contractor shall remove and replace severed end bolts. After all bolts within the connection are snug tight, the Contractor shall pretension all bolts within the connection with a calibrated “twist-off” style tension control bolt installation wrench, progressing systematically from the most rigid part of the connection to its free edges.

#### 542.3.3.2 Turn-of-Nut Bolt Installation

The Contractor shall snug all bolts within the connection, drawing all plies of the connection together. The Contractor shall give bolts a suitable match-mark and tightened additionally by the applicable amount of nut rotation specified in Table 542.3.3.2:1, “Nut Rotation from Snug-Tight Condition”, progressing systematically from the most rigid part of the connection to its free edges. During this operation, there shall be no rotation of the part not turned by the wrench. Nut rotation is relative to the bolt, regardless of the element being turned. For bolts installed by 1/2 turns and less, the tolerance is 0 to 30 degrees; for bolts installed by 2/3 turn or more, the tolerance is 0 to 45 degrees.

**Table 542.3.3.2:1  
Nut Rotation from Snug-Tight Condition**

Bolt Length <sup>2</sup>	Disposition of Outer Faces of Bolted Parts <sup>1</sup>		
	Both faces normal to bolt axis	One face normal to bolt axis, other sloped not more than 1:20 <sup>3</sup>	Both faces normal to bolt axis, other sloped not more than 1:20 <sup>3</sup>
Not more than 4d <sub>b</sub>	1/2 turn	1/2 turn	2/3 turn

**Table 542.3.3.2:1  
Nut Rotation from Snug-Tight Condition**

Bolt Length <sup>2</sup>	Disposition of Outer Faces of Bolted Parts <sup>1</sup>		
	Both faces normal to bolt axis	One face normal to bolt axis, other sloped not more than 1:20 <sup>3</sup>	Both faces normal to bolt axis, other sloped not more than 1:20 <sup>3</sup>
More than 4d <sub>b</sub> but not more than 8d <sub>b</sub>	1/2 turn	2/3 turn	5/6 turn
More than 8d <sub>b</sub> but not more than 12d <sub>b</sub>	2/3 turn	5/6 turn	1 turn

Notes:

1. Nut rotation is relative to bolt regardless of the element (nut or bolt) being turned. For all required nut rotations, the tolerance is plus 60 degrees (1/6 turn) and minus 30 degree;
2. When the bolt length exceeds 12d<sub>b</sub>, the required nut rotation shall be determined by actual testing in a suitable tension calibrator that simulates the conditions of solidly fitting steel;
3. Beveled washer not used; and
4. d<sub>b</sub> = bolt diameter.

#### 542.3.4 Quality Control Inspection

When turn-of-nut method is used, the Contractor shall use an inspection wrench to inspect the tightened bolts. If the inspection wrench is a torque wrench, the Contractor shall tighten each calibration test bolt in the calibration device to the minimum tension specified for its size listed in Table 542.3.4:1, "Bolt Tension". The Contractor shall then apply the inspection wrench to the tightening bolt, and the torque necessary to turn the nut or bolt head five (5) degrees in the tightening direction shall be determined. The average torque measured in the tests of three (3) bolts shall be taken as the job-inspection torque. The torque wrench shall be a dial torque wrench and shall have been checked for accuracy within one (1) year of its current use by the manufacturer or an approved testing agency.

**Table 542.3.4:1  
Bolt Tension**

Bolt Diameter	Required min. Bolt Tension (kips)
	ASTM A 325 Bolts
1/2	12
5/8	19
3/4	28

Table 542.3.4:1  
Bolt Tension

Bolt Diameter	Required min. Bolt Tension (kips)
	ASTM A 325 Bolts
7/8	39
1	51
1 1/8	56
1 1/4	71
1 3/8	85
1 1/2	103

The Contractor shall inspect bolts that have been tightened in the Structure by applying, in the tightening direction, the inspection wrench and its job-inspection torque to ten percent (10%) of the bolts but not fewer than two (2) bolts within a connection. If no nut or bolt head is turned by this application of the job-inspection torque, the connection will be Accepted as properly tightened. If any nut or bolts head is turned by the application of the job-inspection torque, the Contractor shall apply this torque to all bolts in the connection. The Contractor shall retighten and reinspect bolts whose nut or head is turned by the job-inspection torque or all bolts in the connection may be retightened and the connection resubmitted for inspection.

The Contractor shall submit a written record of the inspection results, indicating the location, test dates, and the results of each inspection.

**542.3.5 Quality Assurance Inspection**

The Department may visually inspect every bolt for gaps. For “twist-off” style bolts, the Department may visually inspect any or all bolts to verify the splined ends have been properly severed. If “twist-off” style bolts are not used, the Department may require the Quality Control inspection be performed in the presence of a representative of the Department. If the inspections indicate improper installation, the Project Manager may reject the connection.

**542.4 METHOD OF MEASUREMENT – Reserved**

**542.5 BASIS OF PAYMENT**

The Department will pay for high strength bolts as a part of Structural Steel tonnage in accordance with Section 541, “Steel Structures.”



December 20, 2019

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

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

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

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

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 548: COATING OF CONCRETE**

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

Delete the first paragraph of **Section 548.1 Description** and replace with the following:

This Work consists of applying Coating of Concrete-Stain, Coating of Concrete-Paint or Coating of Concrete-Textured Coating as designated in the Contract.

Delete the first paragraph of **Section 548.2 Materials** and replace with the following.

The following coating of concrete systems are included in this Specification:

1. Coating System 548-1: colored concrete stain/sealer;
2. Coating System 548-2: paint; and
3. Coating System 548-3: textured coating.

Delete the second paragraph of **Section 548.2 Materials**.

Delete the first paragraph of **Section 548.3.1 General** and replace with the following:

Prior to application of a Coating of Concrete System, , the Contractor shall apply a Class 2, Rubbed Surface Finish in accordance with Section 511.3.9.3, "Class 2, Rubbed Surface Finish".

May 9, 2019

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

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

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

<b>Pay Item</b>	<b>Pay Unit</b>
Elastomeric Bearing Pads	Each

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 562: BRIDGE JOINT STRIP SEALS**

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

Delete **Section 562.1: Description** in its entirety and replace with the following:

This Work consists of providing, assembling, and installing Bridge joint strip seal assemblies and in accordance with the Standard Drawings for Bridge Joint Strip Seals.

In addition, this Work consists of replacing and installing Bridge joint elastomer on existing Bridge joints in accordance with the Standard Drawings for Bridge Joint Strip Seals.

Add the following to **Section 562.4: Method of Measurement:**

Bridge Joint Elastomer will be measured by the Linear Foot.

Add the following Pay Item to **Section 562.5: Basis of Payment:**

<b>Pay Item</b>	<b>Pay Unit</b>
Bridge Joint Elastomer	Linear Foot

Add the following to **Section 562.5.1: Work Included in Payment:**

8. Bridge Joint Elastomer.

May 14, 2021

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

Add the following to **Section 601.3.2 Removal of Bridges, Culverts and Other Drainage Structures**:

**601.3.2.1 Partial Removal of Bridge Elements**

If partial removal is specified, the partial removal shall be in accordance with Section 533.3, "Construction Requirements".

Add the following to **Section 601.5.1: Work Included in Payment**:

4. Means and methods associated with partial removal of Bridge elements.

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

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

**602.2.1 Classifications**

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

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

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

<sup>a</sup> Minimum size in the least dimension.

<sup>b</sup> Class B and C stone – at least two (2) Fractured Faces.

<sup>c</sup> 70% to 80% of the stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension;  
30% to 20% of the stone: no larger than four (4) inches in any dimension.

Add the following to **602.5 Basis of Payment**:

**Pay Item**

Riprap Class A (Non-Enclosed)

**Pay Unit**

Cubic Yard

January 3, 2022

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 603: TEMPORARY EROSION AND SEDIMENT CONTROL**

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

Delete **Section 603.2.6: Composted Mulch Socks** in its entirety and replace with the following:

The Contractor shall furnish core Material (composted mulch). The core Material shall be a minimum of 60% composted mulch by volume in accordance with Section 632, "Revegetation" with 100% passing through a ¾" sieve. The remainder of the Composted Mulch Sock core Material shall be 100% untreated wood chips free of inorganic debris, such as plastic, glass, metal, etc. which shall pass through a 1" screen, but be retained by a ¾" screen. The manufacturer shall certify that the Material is free of noxious weeds. The screened compost mulch and wood chips shall be premixed by an approved compost mulch provider.

**603.2.6.1: Containment Mesh**

The Contractor shall furnish containment mesh that is made of 100% biodegradable Material such as cotton, jute, sisal, burlap, wood-based yarn, coir or other Acceptable Material as directed by the Project Manager.

The containment mesh shall not exceed 3/8 inch in diameter. The containment mesh shall be greater than nine (9) inches in height after being packed. The containment mesh shall be densely packed so that the Composted Mulch Socks do not deform.

**SPECIAL PROVISIONS  
MODIFYING**

**SECTION 606: METAL BARRIER, CABLE BARRIER AND CONCRETE WALL BARRIER**

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

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

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



October 4, 2021

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 607: FENCE**

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

Delete 9. from **Section 607.5.1: Work Included in Payment.**

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 610: CATTLE GUARDS**

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

Delete **Section 610: CATTLE GUARDS** in its entirety and replace with the following:

**610.1 DESCRIPTION**

This Work consists of constructing precast concrete Cattle/Game Guards or steel frame Cattle/Game Guards.

**610.2 MATERIALS**

**610.2.1 General**

The Contractor shall provide Cattle/Game Guards and grids in accordance with the Contract. The Contractor shall provide individual Cattle/Game Guards with grids of identical type having the same shapes, dimensions, and weight of the steel members.

The Contractor may use steel frame Cattle/Game Guards as an alternate to precast concrete Cattle/Game Guards at turnouts or at other locations in accordance with the Contract.

The Contractor shall permanently cap all vertical metal pipes.

If the Contract specifies precast concrete Cattle/Game Guards, the Department will not allow substitutions.

**610.2.2 Precast Concrete Cattle and Game Guards**

The Contractor shall use Class AA concrete in accordance with Section 510, "Portland Cement Concrete."

The Department will reject Cattle/Game Guards with cracks, chips, spalls, or honeycombed or patched areas in excess of 30 in<sup>2</sup>; or those that fail to meet the minimum strength requirements.

The Contractor shall provide Shop Drawings in accordance with Section 105.2, "Plans, Working Drawings" and in accordance with the current edition of the ACI Detailing Manual.

The Contractor shall fabricate precast concrete Cattle/Game Guards steel grids and other steel appurtenances in accordance with Section 541, "Steel Structures."

**610.2.3 Steel Frame Cattle and Game Guards**

The Contractor shall provide steel frame Cattle/Game Guards guard, grids and appurtenances in accordance with Section 541, "Steel Structures."

#### 610.2.4 Reinforcing Steel

The Contractor shall use Grade 60 reinforcing steel deformed bars in accordance with Section 540, "Steel Reinforcement."

The Contractor shall provide welded wire fabric in accordance with AASHTO M 55.

#### 610.2.5 Cattle and Game Guards Guard Grids and Hardware

The Contractor shall provide traffic grill units, warning devices, bolts, tie bolts washers, hardware, and other Materials in accordance with Section 541, "Steel Structures."

The Contractor shall provide grid units in accordance with AASHTO M 183.

The Contractor shall provide aluminum members in warning devices in accordance with the ASTM Specifications listed in Table 610.2.5:1, "Aluminum Members Warning Devices Standards."

**Table 610.2.5:1  
Aluminum Members Warning Devices Standards**

Description	ASTM	Alloy	Temper
Tubing	B 429	6061	T-6
Fence angle	B 221	6061	T-6
Base plate	B 209	6061	T-6

### 610.3 CONSTRUCTION REQUIREMENTS

#### 610.3.1 Concrete Footings and Foundations

The Contractor shall excavate or build with Embankment, level, and compact foundations for Cattle/Game Guards before installing the Cattle/Game Guards. The Contractor shall excavate wide enough to compact and test Material adjacent to the Cattle/Game Guards or backfill with flowable fill at no extra cost to the Department.

The Contractor shall finish uneven foundation surfaces to ensure full bearing of Cattle/Game Guards units. The Contractor shall compact Subgrade foundations in accordance with Section 207, "Subgrade Preparation."

If the Contractor finds unstable Material in footing foundations, the Contractor shall stabilize, or remove and replace with Material approved by the Project Manager.

The Contractor shall place a three (3) inches thick bedding of fine aggregate over the Subgrade and compact it to at least 95% of the maximum density in accordance with AASHTO T 180 (Modified Proctor), Method D (TTCP Modified). The Contractor shall place the Cattle/Game Guards unit on the fine aggregate bedding.

The Contractor shall finish the tops of concrete footings so that stringer-bearing surfaces receive the full bearing under each stringer.

### 610.3.2 Placement Requirements

The Contractor shall place the precast concrete Cattle/Game Guards in accordance with Section 511, "Concrete Structures." The Contractor may splice reinforcing bars over 30 ft long using a minimum 24-bar diameter lap.

The Contractor shall chamfer exposed edges of concrete  $\frac{3}{4}$  inch.

The Contractor may use used steel members that are free of bends and in good condition, if approved by the Project Manager.

The Contractor shall fabricate grids so that the bottoms of the stringers are in a plane surface.

### 610.3.3 Protective Coating

The Contractor shall provide Cattle /Game Guards with a protective coating in accordance with Section 545, "Protective Coating of Miscellaneous Structural Steel."

### 610.3.4 Backfill

The Contractor shall perform the excavation, placement and compaction of select backfill in accordance with Section 206, "Excavation and Backfill for Culverts and Minor Structures."

## 610.4 METHOD OF MEASUREMENT - Reserved

## 610.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Cattle Guard	Linear Foot
Game Guard	Linear Foot

### 610.5.1 Work Included in Payment

The following Work and items, except when otherwise specified, will be considered as included in the payment for the main items, complete in place as detailed in the Contract, and will not be measured or paid for separately:

1. Shop Drawings;
2. Subgrade preparation, excavation, replacement of unstable Subgrade, placement and compaction of select backfill;
3. All steel reinforcement (Including welded wire fabric);
4. All Structural Steel, bearing pads, all connecting hardware and associated components; and
5. All warning devices, all field painting, and all appurtenances necessary to complete the Work.

September 22, 2020

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 618: TRAFFIC CONTROL MANAGEMENT**

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

Delete 10. from **Section 618.2.2: Duties.**

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 621: MOBILIZATION**

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

Delete **Section 621.5.1: Work Included in Payment** in its entirety and replace with the following:

The Department will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all Mobilization payments shall not exceed the Total Original Contract Amount Bid for the item.

The Department will not make additional payments for demobilization and remobilization due to shutdowns, whole or partial suspensions of the Work or for other Mobilization activities required for satisfactory completion of the Contract.

March 8, 2022

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 622: FIELD LABORATORIES AND FIELD OFFICES**

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

Add the following to **Section 622.1: DESCRIPTION:**

The Contractor shall provide the Equipment required for the Field Laboratories in compliance with the applicable current TTCP manuals located on the following link:

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

If Equipment becomes inoperable, the Contractor shall replace or fix the Equipment within 24 hours of notification from the Department that the Equipment is inoperable. All Equipment provided by the Contractor will remain the property of the Contractor upon conclusion of the Project.

Add the following to **Section 622.2.1.9: Field Laboratory Utilities:**

The Contractor shall coordinate with the appropriate agencies to obtain the necessary permits for electricity, water, sewer, and communications, including internet, to the field Laboratories. Costs associated with the same shall be considered Incidental.

Delete the fifth paragraph of **Section 622.3.1: General** and replace with the following:

The Contractor shall locate the field office where telephone, cellular service and internet access is available.

Add the following to **Section 622.3.2.3: Field Office Utilities:**

The Contractor shall coordinate with the appropriate agencies to obtain the necessary permits for electricity, water, sewer, and communications, including internet, to the field Offices. Costs associated with the same shall be considered Incidental.

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 632: REVEGETATION**

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

Delete the first paragraph of **Section 632.2.1: Temporary Soil Stabilant/Tackifiers for Class A Seeding** and replace with the following:

Temporary soil stabilant and tackifier shall be considered the same and the terms used interchangeably. Tackifiers shall have a blue or green dye lasting a minimum of 36 hours to aid in application, inspection and be bio-degradable. When used as part of Class A seeding operations it shall be applied at a rate of 200 pounds per acre. Additionally, in accordance with Section 632.2.4, "Hydro-Mulch – Bonded Fiber Matrix (BMF) for Class C Seeding", BMF may be used in place of tackifier and dye in Class A Seeding operations at a rate of 400 lbs. per acre.

**Section 632.2.6 Composted Mulch for Class A Seeding**

Delete **Table 632.2.6:1 Requirements of Compost Mulch** and replace with the following:

**Table 632.2.6:1  
Requirements of Compost Mulch**

Material	Measure	Method	Criterion
All Composted Mulches	Moisture Content*	Evaporative loss at 105°C	Between 35% and 60%
	Carbon/Nitrogen Ratio*	Nitrogen by AOAC 993.13, Carbon by ASTM D5373	Between 20:1 and 60:1
	Particle Size	Sieve	40% minimum to 100% maximum of Material may pass ¾ inch screen; 100% of pieces smaller than 4 inches in length and 2 inches in diameter
	Electrical Conductivity*	1:5 slurry (mass basis)	<10 mmho/cm
	pH*	1:5 slurry (mass basis)	pH 5.0 – pH 8.0
	Organic Matter*	Loss on ignition at 550°C	25% - 100% of dry weight



**Table 632.2.6:1  
Requirements of Compost Mulch**

Material	Measure	Method	Criterion
All Composted Mulches	Maturity	Germination test in 50:50 (volume basis) mixture of ¾ inch screened composted mulch and twice-rinsed nursery sand.	Minimum 50% germination to second set of leaves for marigold seeds.
	Stability	By temperature and moisture content	Maximum core temperature of 110°F after 48 hours in 5 foot tall conical pile, with moisture adjusted to between 40% and 60%.
	Debris	By volume	Less than one percent (1%) inorganic debris, including but not limited to, glass, plastic, stones and metal.
Composted Mulches with Wastewater Biosolids	Trace Metals*	HNO <sub>3</sub> digestion	Complies with Table 3 of 40 CFR 503.13
	Fecal Coliforms*	MPN with A-1 broth	<1000 MPN/dry gram
*Tests marked with asterisks shall be performed by a suitable analytical Laboratory. Other tests may be performed by the composted mulch producer.			

Add the following to **Section 632.2: MATERIALS:**

**632.2.7 Hydraulic Biotic Soil Amendment for Class A Modified Seeding**

Hydraulic biotic soil amendment (HBSA) shall be in accordance with Table 632.2.7:1, "Hydraulic Biotic Soil Amendment Properties".

**Table 632.2.7:1  
Hydraulic Biotic Soil Amendment Properties**

Hydraulic Biotic Soil Amendment Property	Test Method	Desired Results
<b>Physical</b>		
Color	Observation	Colored to contrast application area. Shall not stain concrete or painted surfaces.
Organic Matter	ASTM D586	85% minimum
Acute Toxicity	ASTM 7101 & EPA Method 2021.0	Non-toxic

**Table 632.2.7:1  
Hydraulic Biotic Soil Amendment Properties**

Biotic Soil Amendment Property	Test Method	Desired Results
<b>Physical</b>		
pH	ASTM D1293	5.0-8.5
C:N Ratio	ASTM E1580	10:1 minimum 100:1 maximum
Water Holding Capacity		400% minimum
Moisture Content	ASTM 2974	10% minimum, 50% maximum
<b>Endurance</b>		
Functional Longevity	Observation	Grass established in 6 months
<b>Performance</b>		
Vegetation Establishment	ASTM 7322	400% minimum

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

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

#### **632.3.4 Seeding Classes**

Delete **Table 632.3.4:1, "Operations Sequence for Classes of Seeding"** and replace with the following:

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

Operation	Class		
	A	MOD A	C
Disk seed bed to four inches (4")	X	X	—
Apply fertilizer by broadcast, then disk to four inches (4")	X	—	—
Apply one inch (1") compost mulch, disk to four inches (4")	X	—	—
Drill seed	X	—	—
Straw crimp; apply tackifier, dye	X	—	—

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

Operation	Class		
	A	MOD A	C
Apply combination of HBSA fertilizer and seed	—	X	—
Track slopes with ridges horizontal and parallel to bottom of slope	—	—	X
Hand rake or chain harrow surface horizontally	—	—	X
Hydro apply seed, fertilizer, dye, tackifier	—	—	X
Scarify seeded areas horizontally to slope	—	—	X
Hydro mulch; apply tackifier, dye	—	X	X
Rock Mulch	—	—	X

Note: No seeding shall be applied on frozen ground.

Key: X = required; and  
— = not required

The Department defines the seeding classes as follows:

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

**Delete Section 632.3.5: Modified Class A Seeding for Narrow Areas or Areas Inaccessible to Drill Seeding Equipment** in its entirety and replace with the following:

The Contractor shall use Modified Class A Seeding, for any Project areas with slopes less than 3:1 requiring revegetation and are either less than eight (8) feet wide, are inaccessible to drill seeding Equipment, and/or are too rocky to disk to a four (4) inch depth.

When Class A Seeding is established on the Contract but compost mulch, in accordance with Table 632.2.6:1, "Requirements of Compost Mulch", is unavailable within 300 paved road miles of the Project, the Contractor shall replace Class A Seeding with Modified Class A Seeding. The Contractor shall provide documentation of compost mulch unavailability in accordance with Section 632.2, "Materials".

The Modified Class A Seeding treatment shall be as follows. The Contractor shall use a hydro-seeder to apply seed and HBSA conforming to the standards of the Erosion Control Technology Council (ECTC) including, dye, tackifier and hydro mulch as follows:

**Step 1.** Disk ground to four inches (4") in accordance with Section 632.2.3, "Fertilizer for Class A and C Seeding", unless soil is determined by Project Manager to be too rocky;

**Step 2.** Add water and HBSA to the hydro-seeder at a consistent rate. The ratio of water to HBSA shall be in accordance with the manufacturer's recommendations. Fertilizer, humates and mycorrhizae shall then be added. Seed shall be added last. Uniform slurries shall be agitated or mixed for a minimum of ten (10) minutes after all water and materials are in the tank. Apply HBSA and seed to the soil surface from two (2) coats in opposing directions. Seed shall be applied at twice the normal rate. HBSA shall be applied at a rate of 4,000 lbs. per acre for zones 2, 4, and 6. For all other zones the application rate shall be 4500 lbs. per acre; and

**Step 3.** Apply approved bonded fiber mulch with tackifier and dye in two (2) coats from opposing directions at a rate of 2,000 lbs. per acre.

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

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

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

Add the following to **Section 632.5: BASIS OF PAYMENT:**

<b>Pay Item</b>	<b>Pay Unit</b>
Modified Class A Seeding	Acre

Add the following to **Section 632.5.1: Work Included in Payment:**

- 10. Class G riprap for Class C slopes.

May 10, 2021

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

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

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

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

Add the following to **Section 701.3.5 Removing and Resetting Traffic Signs:**

**701.3.5.2 Removing and Resetting Overhead Sign Structures**

The Contractor shall remove existing overhead sign structures, I-beam posts and footings. The Contractor shall stockpile removed overhead sign structures and I-beam posts at locations specified in the Contract. The Contractor shall reset removed overhead sign structures on new I-beam posts with new hardware and drilled shaft foundations. The Contractor shall design new hardware for existing conditions in accordance with the manufacturer's recommendations and as specified in the Contract. The Contractor shall dispose of footing Material in an environmentally Acceptable manner.

The Contractor shall backfill holes left by the removal of overhead sign structure foundations and compact in accordance with Section 203, "Excavation, Borrow and Embankment".

Polyurethane Material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as directed by the Project Manager.

Add the following Pay Item to **Section 701.5 Basis of Payment:**

<b>Pay Item</b>	<b>Pay Unit</b>
Remove and Reset Overhead Sign Structure	Each

Add the following to **Section 701.5.1 Work Included in Payment:**

8. Polyurethane Material as displayed by the certified flow meters and dynamic cone penetration (DCP) testing.

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 702: CONSTRUCTION TRAFFIC CONTROL DEVICES**

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

Add the following to **Section 702.2: MATERIALS:**

**702.2.6 Temporary Portable Rumble Strips**

Temporary Portable Rumble Strips (TPRS) shall be composed of three (3) segments that when interlocked provide an 11-foot width. The Contractor shall provide TPRS that meet the following:

1. The entire TPRS shall be black, white, or orange in color, but shall not be used in combination within an array. An array consists of three (3) TPRS;
2. Constructed from a polymer or other similar, durable Material;
3. Requires no adhesives or anchors for installation;
4. Each TPRS shall weigh at least 100 lbs;
5. The height of each TPRS will be no greater than  $\frac{3}{4}$  inch;
6. The TPRS shall be a minimum of ten (10) inches wide;
7. No assembly shall be required prior to or during deployment;
8. Performance will be rated to withstand surface temperatures of 0 – 180°F and shall maintain integrity while being deployed, used and removed;
9. Integrated, ergonomic handles on both ends of the TPRS;
10. Grooved designs on the bottom to prevent hydroplaning;
11. Raised designs on the top, with leading and trailing beveled edges to facilitate the safe traversing of motorcycles;
12. Durable orientation indicators to prevent improper deployment;
13. Flexible along the length of the TPRS to conform to the road surface;
14. Hinged at the midpoint of the TPRS for ease of installation;
15. Withstand vehicles with a maximum weight of 80,000 pounds and retain original placement with minimal movement such that performance is not compromised;
16. Function on roads with posted speed limits up to 80 mph; and resist movement such that performance is not compromised; and
17. Manufacturer's warranty of at least three (3) years.

Add the following to **Section 702.3.1: General**

**702.3.1.3 Temporary Portable Rumble Strips**

The Contractor shall install TPRS in accordance with the manufacturer's recommendations.

The Contractor shall clean the roadway to ensure that there is no dust, sand or any other materials that may cause slippage prior to placement of the TPRS.

The Contractor shall install the TPRS arranged in an array, as indicated on the Plans or as directed by the Project Manager. The TPRS array shall consist of three (3) TPRS placed perpendicular to the centerline and parallel to one another. The spacing of TPRS in each array shall be in accordance with Table 702.3.1.3:1, "TPRS Array Spacing". The Contractor shall regularly monitor and maintain TPRS to ensure proper placement under traffic.

**Table 702.3.1.3:1  
TPRS Array Spacing**

<b>Posted Speed</b>	<b>Spacing</b>
Up to 40 mph	10 feet
41-55 mph	15 feet
56-64 mph	20 feet
65+ mph	35 feet+

The Contractor shall install the TPRS array using the manufacturer designed TPRS Deployment and Transport Device (DTD) or TPRS Rapid Deployment and Transport Device (RDTD).

#### **702.3.1.3.1 Deployment Transport Device and Rapid Deployment and Transport Device**

The Contractor shall use a TPRS DTD that meets the following requirements:

1. Carry and support at least six (6) folded TPRS or 600 lbs;
2. Weigh no more than 150 lbs. when empty;
3. Designed with roller bearings to facilitate ease of deployment and retrieval;
4. Designed with capability of being attached/detached from the vehicle using a forklift; and
5. Designed with collapsible guide markers for visual conspicuity.

The Contractor shall use a TPRS RDTD that meets the following requirements:

1. Allow deployment, realignment, and retrieval of strips without workers leaving the vehicle.

The TPRS DTD and RDTD shall be designed to transport TPRS in alignment with deployment orientation and to facilitate deployment of TPRS directly onto the road surface.

The Contractor shall install the TPRS using methods that maximize the efficiency of installation, relocation, or removal without impacting the safety of the traveling public or the workers.

The Contractor shall install the TPRS at the beginning of operations in accordance with the following guidelines:

1. The TPRS shall be installed perpendicular to the longitudinal pavement markings;
2. The TPRS shall be positioned across the entire travel lane but not intrude into the opposing travel lane. It may be necessary to extend the TPRS onto the shoulder;
3. TPRS shall be installed in accordance with the permanent orientation indicators on the TPRS, to ensure proper deployment;
4. Unless otherwise indicated on the plans, TPRS shall remain for Work duration; and
5. Removal of TPRS shall coincide with the removal of the Rumble Strips advanced warning sign(s) using the TPRS DTD or RDTD.

The Contractor shall install TPRS as follows:

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1. On intermediate and long-term stationary operations when crews are present; and
2. In advance of horizontal curves.

The Contactor may use TPRS in accordance with the following conditions:

1. Short-term stationary, intermediate-term stationary, and long-term stationary Work consisting of the following:
  - 1.1 Lane closures, lane shifts, shoulder Work;
  - 1.2 Shoulder Work with minor encroachments, flagging operations, or one-lane two-way applications;
2. Work duration occupies a location for one (1) or more hours; and
3. Posted speed limit is 25 mph or greater.

Temporary Portable Rumble Strips will be measured by each 11-foot width.

Add the following to **Section 702.5: BASIS OF PAYMENT**

<b>Pay Item</b>	<b>Pay Unit</b>
Temporary Portable Rumble Strips	Each



August 7, 2020

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 704: PAVEMENT MARKINGS**

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

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

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

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

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

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

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

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

<b>Pay Item</b>	<b>Unit</b>
Retroreflectorized Painted Markings ____inch	Foot
Temporary Retroreflectorized Painted Markings ____inch	Foot
Retroreflectorized Painted Arrow, Type____	Each
Retroreflectorized Painted Word (____)	Each
Retroreflectorized Painted Symbol, Type____	Each
Retroreflectorized Painted Railroad Crossing	Each

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

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

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

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

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

<b>Pay Item</b>	<b>Unit</b>
Removable Marking Tape _____ inch	Linear Foot
Temporary Word or Symbol	Each

**Section 704-A.5.1 Work Included in Payment**

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

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

December 23, 2019

**SPECIAL PROVISIONS  
MODIFYING**

**SECTION 704-B: RETROREFLECTIVE PREFORMED PLASTIC MARKINGS (TAPE)**

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

Add the following to **Section 704-B.3.1: Placing Retroreflective Preformed Plastic Markings (Tape)**:

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

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

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

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

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

December 23, 2019

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

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

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

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

March 7, 2019

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 706: SIGNAL AND LIGHTING SERVICE SYSTEMS**

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

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

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

May 24, 2019

## SPECIAL PROVISIONS MODIFYING SECTION 713: DETECTORS

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

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

### **713.2.2 Radar Presence Detector (RPD)**

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

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

The RPD shall have the following operational requirements:

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

### **713.2.2.1 Radar Advance Detector**

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

1. Detect and simultaneously track range and speed of 25 independent vehicles in an area extending from 50 feet to 600 feet from the sensor unit;
2. Dynamically tracks ETA-to-stop-bar as each vehicle changes speed;

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

The RPD shall have the following operational requirements:

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

#### **713.2.2.2 Radar Detection Cabinet Interface Unit**

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

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

The RDCIU shall have the following operational requirements:

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



### **713.2.2.3 Radar Detector Cable**

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

### **713.2.2.4 Mounting Hardware**

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

### **713.2.2.5 Warranty, Maintenance and Support**

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

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

### **713.3.8 Radar Presence Detector**

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

#### **713.3.8.1 Mounting and Positioning**

The Contractor shall mount each RPD and RAD sensor at the locations as shown on the Contract and as directed by the manufacturer's representative such that the sensor has an unobstructed view of the approach lanes.

The Contractor shall mount each RPD sensor at a height of 20 feet  $\pm$ 5 feet.

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

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

**713.3.8.2 Cabling and Connections**

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

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

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

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

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

<b>Pay Item</b>	<b>Unit</b>
Radar Advance Detector	Each
Radar Detector Cable	Foot
Radar Detection Cabinet Interface Unit	Each

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

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

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

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

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

**SPECIAL PROVISIONS  
MODIFYING  
SECTION 716: LUMINAIRES**

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

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

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

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

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

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

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

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

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

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

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

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

February 11, 2019

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

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

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

January 1, 2019

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

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

**904.1 Description Quality Level Analysis**

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

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

**SPECIAL PROVISIONS**  
**MODIFYING**  
**SECTION 905: QUALITY ASSURANCE FOR MINOR PAVING**

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

Delete **Section 905: QUALITY ASSURANCE FOR MINOR PAVING** in its entirety and replace with the following:

**905.1 DESCRIPTION**

The Department will sample and test Materials for Acceptance unless otherwise specified in the Contract. Department testing is not for Quality Control.

**905.1.1 Department Sampling and Testing for Acceptance**

Acceptance sampling and testing will be performed by Department representatives, certified by the Department through TTCP in the applicable test procedures. The testing procedures utilized will be in accordance with test methods and modifications as found in the current TTCP Manual(s), AASHTO or Department methods.

The Department will sample and test in accordance with Section 906, "Minimum Testing Requirements (MTR'S)" or at a lesser subplot size for Assurance purposes as determined by the Project Manager before production of Material begins. If Material appears defective, or if the Project Manager determines that a change in the process or product has occurred, additional sampling and testing may occur.

If the Department performs additional informational sampling and testing, the results will be used only to determine if corrective action needs to be taken by the Contractor and will not be used for Pay Factor Determination.

The Department will provide test results to the Contractor within two (2) Working Days after sampling. Any additional testing by the Department will be provided to the Contractor upon written request.

**905.1.2 Independent Assurance Testing**

TTCP certified independent personnel will perform Independent Assurance testing on split samples from Quality Control and Assurance programs to ensure that the Contractor and Department field personnel are using correct and accurate procedures and the proper Equipment. These personnel will not have direct responsibility for Quality Control or Assurance testing. Independent Assurance Test results will not be used for Acceptance.

**905.1.3 Acceptance**

The Department will Accept the constructed product based on inspection and Laboratory testing.

The Department will test samples of Minor Paving Type I, HMA/WMA before compaction and on cut pavement samples (cores).

The Department will Accept Minor Paving Type I, the constructed product based on the following criteria:

Minor Paving Type I:

1. Laboratory air voids as determined in accordance with AASHTO T312, AASHTO T166 and AASHTO T209;
2. Asphalt content as determined by the tank strap method or plant asphalt metering system defined in the Contractor's Quality Control Plan (binder ignition oven calibration samples will not be required);
3. Final thickness of the compacted Material as measured from cores in accordance with ASTM D 3549, or other method as approved by the Project Manager; and
4. Density of the compacted HMA/WMA as determined in accordance with AASHTO T355 Standard Method of Test for In-Place Density of Asphalt Mixtures by Nuclear Methods. Percent compaction will be calculated using the current average Gmm representing that Day.

The Department will test samples of Minor Paving Type II, HMA/WMA before compaction and on cut pavement samples (cores).

The Department will Accept Minor Paving Type II, the constructed product based on the following criteria:

Minor Paving Type II:

1. Final thickness of the compacted Material as measured from cores in accordance with ASTM D 3549, or other method as approved by the Project Manager; and
2. Density of the compacted HMA/WMA as determined in accordance with AASHTO T355 Standard Method of Test for In-Place Density of Asphalt Mixtures by Nuclear Methods. Percent compaction will be calculated using the current average Gmm for the lot.

For Minor Paving Type I and Type II, in order to establish a densometer correlation factor, the Contractor shall provide cores from three (3) locations designated by the Project Manager. A new correlation factor can be requested if a change in Materials, conditions, or densometer has occurred or if the accuracy of the established correlation factor is in question.

For Minor Paving Type I and Type II, the Project Manager may reject Material that appears to be defective based on visual inspection.

#### **905.1.4 Pay Factor Determination**

The Department will determine component pay factors in accordance with:

1. Table 905.1.4:1, "Single Test Pay Factor for Correlated In-Place Density";
2. Table 905.1.4:2, "Single Test Pay Factor for Laboratory Air Voids";
3. Table 905.1.4:3, "Single Test Pay Factor for Asphalt Content";
4. Table 905.1.4:4, "Single Test Pay Factor for Thickness"; and
5. Table 905.1.4:5, "HMA/WMA Lift Thickness Requirements."

**Table 905.1.4:1  
Single Test Pay Factor for Correlated In-Place Density <sup>a</sup>**

<b>Percent Compaction</b>	<b>Pay factor (%)</b>
> 97.99	Reject
97.0 – 97.99	90
96.01 – 96.99	95
92.00 – 96.00	105
91.50 – 91.99	95
90.50 – 91.49	90
90.00 – 90.49	80
< 90.00	Reject

<sup>a</sup> Minimum of ten (10) density tests per lot is required.

For Projects consisting of single lift overlays or mill and inlay with a single lift of two and a half inches or less, the Project Manager may grant an exception to the mean density target requirement of at least 94.5% of the theoretical maximum density if the Contractor can demonstrate that a minimum of 92.0% cannot be reasonably obtained because of the existing conditions of the Pavement Structure or Subgrade Materials. The Contractor shall demonstrate this by providing non-destructive density results obtained during paving operations witnessed by a State Inspector at the location in question. If the Project Manager grants this exemption, the Contractor shall construct a Roadway test strip and develop an HMA/WMA compaction process to get the highest possible density based on an approved roller’s density gain per pass, in accordance with Section 423.3.4.4, “Compaction Equipment”. The Project Manager will approve the process, establish a new target value for density and establish a new Acceptance lot only for the portion of the Project addressed herein before paving begins or continues. Regardless of the number of lifts, a minimum density of 91.0% shall be achieved on all NHS routes.

**Table 905.1.4:2  
Single Test Pay Factor for Laboratory Air Voids <sup>a, b</sup>**

<b>Deviation from TV shown on approved JMF</b>	<b>Pay factor (%)</b>
< ±1.4	105
±1.5 to ±1.6	95
±1.7 to ±1.8	85
±1.9 to ±2.0	75
≥ ±2.0	Reject

<sup>a</sup>Minimum of three (3) laboratory air void tests per lot is required.

<sup>b</sup>Laboratory air voids obtained on Minor Paving Type II shall not be used for pay determination.



**Table 905.1.4:3  
Single Test Pay Factor for Asphalt Content <sup>a</sup>**

<b>Deviation from TV shown on approved JMF</b>	<b>Pay factor (%)</b>
< ±0.35	100
±0.36 to ±0.55	90
≥±0.56	Reject

<sup>a</sup>Minimum of three (3) asphalt contents per lot is required.

**Table 905.1.4:4  
Single Test Pay Factor for Thickness**

<b>Negative Deviation from Minimum Plan Thickness</b>	<b>Pay factor (%)</b>
Plan Minimum Thickness or Thicker	100
≤1/4 inch	100
> 1/4 inch to 1/2 inch	90
> 1/2 inch to 3/4 inch	75
> 3/4 inch to 1.0 inch	50
> 1.0 inch	Corrective Action <sup>1</sup>

<sup>1</sup>Corrective action includes removal and replacement, overlay, or other corrective actions approved by the Project Manager. Thin or feathered edge surface patching is not Acceptable. If the Contractor elects to overlay the deficient area(s) the overlay lift thicknesses shall meet the requirements of Table 905.1.4:5, "HMA/WMA Lift Thickness Requirements".

**Table 905.1.4:5  
HMA/WMA Lift Thickness Requirements**

<b>HMA/WMA Type</b>	<b>Lift Thickness (Inches)</b>	
	<b>Minimum</b>	<b>Maximum</b>
SP-III	2.5	3.5
SP-IV	1.5	3.0
SP-V	0.75	1.5

The Contractor shall remove and replace rejected Material identified as per Table 905.1.4:1, "Single Test Pay Factor for Correlated In-Place Density", Table 905.1.4:2, "Single Test Pay Factor for Laboratory Air Voids" and Table 905.1.4:3, "Single Test Pay Factor for Asphalt Content".

In lieu of removing and replacing rejected Material, if in the best interest of the Department, the Project Manager may allow the Material to remain in place at 50% of the Bid Item Unit Price.

### **905.1.5 Price Adjustments**

The Department will pay for Accepted quantities of Minor Paving by multiplying the Bid Item Unit Price by the composite pay factor determined on a lot by lot basis by:

Determining each component single test pay factor average as determined by:

1. Table 905.1.4:1, "Single Test Pay Factor for Correlated In-Place Density";
2. Table 905.1.4:2, "Single Test Pay Factor for Laboratory Air Voids";
3. Table 905.1.4:3, "Single Test Pay Factor for Asphalt Content";

- 4. Table 905.1.4:4, "Single Test Pay Factor for Thickness"; and
- 5. Table 905.1.4:5, "HMA/WMA Lift Thickness Requirements.

The composite pay factor for each lot will be determined by multiplying the average of each component single test property pay factor and the weighting factors in Table 905.1.5:1, "Weighting Factors Minor Paving Type I" or Table 905.1.5:2, "Weighting Factors Minor Paving Type II".

The maximum pay factor per lot is one (1.0). If the composite pay factor for a lot is greater than one (1.0), the pay factor will be set at one (1.0).

**Table 905.1.5:1  
Weighting Factors  
Minor Paving Type I**

<b>Characteristic</b>	<b>"f" Factor (%)</b>
Correlated In-place Density	35
Laboratory Air Voids	35
Asphalt Content	20
Thickness	10

**Table 905.1.5:2  
Weighting Factors  
Minor Paving Type II**

<b>Characteristic</b>	<b>"f" Factor (%)</b>
Correlated In-place Density	50
Thickness	50

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

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

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

**906.1 DESCRIPTION**

**906.1.1 General**

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

**906.1.2 T/LPA Minimum Testing Requirements**

<b>Table 906.1.2:1 - EARTHWORK</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Embankment, Unclassified Excavation (Section 203)	In-Place Density and Moisture	Roadway	1 per 2,000 C.Y.	N/A	1 per 50,000 C.Y. or minimum 1 per project
	Moisture/Density Tests (Proctor), Soils Classification	Stockpile / Roadway	1 per material type per 20,000 C.Y.		1 per 50,000 C.Y. or minimum 1 per project if less than 50,000 C.Y.
Borrow (Section 203.2.1.3)	AASHTO T-190 R-Value, Soils Classification	Borrow Pit	N/A	1 per 10,000 C.Y.	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:1 - EARTHWORK					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Road Bed Embankment (Section 203.3.5.1)	In-Place Density and Moisture	Roadway	1 per 2,500 S.Y.	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
Foundations / Backfill for Culverts and Minor Structures (Section 206)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
	Gradation		1 per 500 C.Y.	1 per material type	N/A
	Electrochemical, where specified.	N/A			
Subgrade Preparation (Section 207)	In-Place Density and Moisture	Roadway	1 per 3,000 S.Y.	N/A	1 per 30,000 S.Y. or minimum 1 per project if less than 30,000 S.Y.
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
Linear Grading and Blading and Re-shaping (Sections 208, 209)	In-Place Density and Moisture	Roadway	1 per half mile	N/A	1 per 5 miles
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:1 - EARTHWORK					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Backfill for Major Structures (Section 210)	In-Place Density and Moisture	Structure	See Table A	N/A	1 per 5,000 C.Y.
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		Minimum 1 per project
	Gradation				
Treated Subgrade (Section 306)	In-Place Density and Moisture	Roadway	1 per 3,000 S.Y.	N/A	1 per 30,000 S.Y. or minimum 1 per project if less than 30,000 S.Y.
	Gradation				
	Moisture/ Density Tests (Proctor), Soils Classification		1 per material type		
	AASHTO T-290 Sulfate Testing	Borrow Pit	N/A	1 per 10,000 C.Y.	N/A
Backfill for Mechanical Stabilized Earth (MSE) Retaining Structures (Section 506)	In-Place Density and Moisture	Structure	See Table A	N/A	Minimum 1 per project
	Moisture/ Density Tests (Proctor)	Stockpile	1 per material type	1 per material type	
	Gradation, PI		1 per 500 C.Y.		
	Soils Classification Direct Shear, Electro Chemical		N/A		N/A
Foundations for Slope and Erosion Protection Structures (Section 602)	In-Place Density and Moisture	Structure	1 per structure	N/A	N/A
	Moisture / Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:1 - EARTHWORK</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Backfill for Soil and Drainage Geotextiles (Section 604)	In-Place Density and Moisture	Roadway	1 per lift	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Backfill for Drains (Section 605.3.4)	In-Place Density and Moisture	Roadway	1 per 1,000 L.F.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Roadway	1 per 150 S.Y.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		
Bed Course Material for Sidewalks, Drive Pads and Concrete Median Paving (Section 608)	In-Place Density and Moisture	Roadway	1 per 150 S.Y.	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1 per 500 L.F. or as site locations require	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:1 - EARTHWORK					
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*
					Project Approach
Bed Course Material for Curb and Gutter (Section 609)	In-Place Density and Moisture	Roadway	1 per 500 L.F. or as site locations require	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations / Backfill for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Bedding Material for Cattle Guards (Section 610)	In-Place Density and Moisture	Structure	1 per structure	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Stockpile	1 per material type		
Foundations / Backfill for Drop Inlets and Junction Boxes (Section 623)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		
Foundations / Backfill for Utilities (Section 660)	In-Place Density and Moisture	Structure	See Table A	N/A	N/A
	Moisture/ Density Tests (Proctor), Soils Classification	Foundation material location	1 per material type		

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:2 - TABLE A

**STRUCTURE DEFINITIONS, FOUNDATION AND BACKFILL REQUIREMENTS FOR ACCEPTANCE**

1. Transverse or skewed culvert or concrete box culvert (CBC), not connected to an underground drainage network, including end sections, wing walls if backfilled simultaneously, structural plate pipe, storm drains, and sewer lines (Note 1):

Foundation: One density per 100 linear feet. For pipe in a battery, up to 4 pipes may be considered as a unit for purposes of foundation density.

Backfill Density: 1 per 2 foot of fill per side\* and to top of trench per 100 linear feet (Note 2).

\* For a battery of pipes, the number of backfill densities required will be as follows:

One-Half (1/2) of the required densities for up to 4 pipes.

One-Third (1/3) of the required densities for more than 4 pipes.

2. End section or CBC wing wall if backfilled separately from culvert pipe or CBC (Note 2):

Backfill Density: 1 per 2 foot of fill per side.

3. Drop inlet (D.I.), junction box, cattle guard, light and signal base, manhole, etc.:

Foundation: 1 per structure.

Backfill Density: 1 per 2 foot of fill.

4. Underground drainage network including interruptions such as D.I., manhole, junction box, plug, service connection, slotted drain, etc., if backfilled simultaneously:

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per side and to top of trench per 100 linear feet (Note 2).

5. Retaining wall / MSE wall:

Foundation: One foundations density per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.

6. Bridge abutment back wall, wing wall or approach slab:

Backfill Density: 1 per 6 inches of fill.

7. Pier footing:

Foundation: 1 per footing.

Backfill Density: 1 per 6 inches of fill.

8. Waterlines, electrical conduit, telephone cable or gas line, etc., within roadway prism (traveled area and shoulder) if trench width sufficient for density testing:

Foundation: One per 100 linear feet.

Backfill Density: 1 per 2 foot of fill per 100 linear feet.



9. Waterline, electrical conduit, telephone cable or gas line, ect. outside the roadway prism (traveled area and shoulders) *if trench width sufficient for density testing:*

Foundation: 1 per 300 linear feet.

Backfill Density: 1 per 2 foot of fill per 300 linear foot.

**Notes:**

1. All extensions will be considered increments and as such structure units.
2. Determination of Backfill Depths Governing Minimum Testing Criteria Requirements:
  - a. When backfill construction is performed in trench conditions, the depth of compacted backfill to be tested shall be measured from the foundation to the top of the trench.
  - b. When backfill construction is performed in non-trench conditions, the depth of compacted backfill to be tested shall be determined through the use of the appropriate NMDOT standard drawings.
  - c. When one type of material is used for multiple items, only one proctor will be required per material type.

<b>Table 906.1.2:3 - BASE COURSE</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Base Course (Section 303)	In-Place Density and Moisture	Roadway after compaction	1 per 2,000 tons	N/A	1 per 20,000 tons with Agency or minimum 1 per project
	Moisture/Density Tests (Proctor)	Stockpile	1 per material type		
	Gradations	Processed material from windrow or stockpile	1 per project		
	FF, LL, PI		1 per 4,000 tons		
	Thickness	Roadway after compaction	1 per 1,000 tons		

<b>Table 906.1.2:4 - AGGREGATES</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Processing, Placing and Compacting Existing Pavement (Section 302)	In-Place Density	Roadway	1 per 1,000 S.Y.	N/A	1 per 50,000 S.Y. or minimum 1 per project
	Gradation (Dry field sieve verification per TTCP)		1 per 5,000 S.Y.		
Rip Rap Material (Section 602)	LA Wear & Soundness (AASHTO T-96 AASHTO T-104)	Source	N/A	1 per year per pit	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:5 - MINOR PAVING HOT MIX ASPHALT (HMA)/Warm Mix Asphalt (WMA)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
HMA/WMA Minor Paving (Section 416)	Asphalt Content (Strap Method)	Asphalt Plant	N/A	1 per day	N/A
	Air Voids	Roadway	3 per lot	N/A	Minimum of 1 per project over 5,000 tons
	Roadway Compaction Nuclear Densometer *		10 per lot	Contractor to provide three (3) cores for Correlation of Densometer	N/A
	Thickness		1 per lot	Obtain Cores	
Open Graded Friction Course (Section 403)	Gradation, FF	Cold Feed	1 per 3,000 tons with a minimum of 1 per day	1 per 250 tons 1st 2,000 tons then 1 per 500 tons after 2,000 tons	Minimum 1 per project
		Crushing	N/A	1 per 1,000 tons	
	Performance Graded Asphalt Binder	From storage tank or Delivery Truck	1 sample consisting of three separate 1-quart increments per Project	Samples will be obtained by contractor personnel and observed by Department personnel	N/A

<b>Table 906.1.2:6 - Asphalt Recycling</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Hot In-Place Recycling (Remixing Method) (Section 412)	Roadway Density (Nuclear Densometer)	Roadway	1 per 3,000 S.Y.	N/A	N/A
Single-Machine Hot In-Place Surface Repaving (Section 413)	Roadway Density (Nuclear Densometer)	Roadway	1 per 3,000 S.Y.	N/A	N/A
	HMA/WMA	Windrow / Hopper	See Section 416 Minor Paving		

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:6 - Asphalt Recycling</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Pavement Surface Restoration (In- Situ) (Section 415)	Roadway Density	Roadway	1 per 3,000 S.Y.	N/A	N/A
	Bulk Specific Gravity		2 sets per day		
Performance Graded Asphalt Binder (Section 402)	If required in the Contract Documents	N/A	N/A	N/A	N/A

<b>Table 906.1.2:7 - Asphalt Mineral Admixture Materials</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Asphalt Emulsion (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Mineral Admixtures (Section 402)	The manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:8 - MAJOR PAVING (Sections 423/424 / 900's) HOT MIX ASPHALT (HMA), WARM MIX ASPHALT (WMA)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
HMA/WMA Superpave (Section 423/424)	Asphalt Content, Gradation, Gmm, Gmb, Air Voids, VMA, VFA, DP	Roadway	1 per 5,000 tons. Gmm will be determined at least once per day.	1 per 2,000 tons. Gmm will be determined at least twice per day.	Minimum 1 per project
	Roadway Compaction (Cores)				
	Roadway Compaction (nuclear/non- destructive)	Cold Feed before addition of Mineral Admixtures	N/A	As needed	N/A
	FF, , SE, F&E, FAA, Moisture				
Performance Graded Asphalt Binder (Section 402)	If required in the Contract Documents	N/A	N/a	N/A	N/A
Asphalt Emulsion (Section 402)	The manufacturer's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Mineral Admixtures (Section 402)	The manufacturer's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A

<b>Table 906.1.2:9 - Non QLA PORTLAND CEMENT CONCRETE</b>					
<b>Minor Structures, Curb &amp; Gutter, Side Walks, etc. (509, 510, 511, 521)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:9 - Non QLA PORTLAND CEMENT CONCRETE</b>					
<b>Minor Structures, Curb &amp; Gutter, Side Walks, etc. (509, 510, 511, 521)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project
	FF, F&E		N/A	Minimum 1 per project per course aggregate type	N/A
Non-Shrink Mortar Aggregate	Manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	NA	N/A
Project Acceptance Test	Compressive Strength Cylinders and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	Each mix design per day of placement.  Test the first three loads, with one randomly sampled for one set of cylinders.  Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	N/A	1 per project

<b>Table 906.1.2:10 - Non QLA PORTLAND CEMENT CONCRETE</b>					
<b>Major Structures, Substructures, Drilled Shafts (502, 509, 510, 511, 521)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

<b>Table 906.1.2:10 - Non QLA PORTLAND CEMENT CONCRETE</b>					
<b>Major Structures, Substructures, Drilled Shafts (502, 509, 510, 511, 521)</b>					
<b>Item</b>	<b>Test Required</b>	<b>Sampling/ Testing Location</b>	<b>Agency Testing</b>	<b>Contractor Testing</b>	<b>Independent Assurance*</b>
					<b>Project Approach</b>
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete production	1 per week during concrete production	1 per project
	F.F, F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A
Non-Shrink Grout Aggregate	Manufacture's certificate of compliance will suffice for testing credits	N/A	N/A	N/A	N/A
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	Each mix design per day of placement.  Test the first three loads, with one randomly sampled for one set of cylinders.  Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	Each mix design per day of placement.  Test the first three loads and one load from each 6 load subplot for plastic properties.	1 per project

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:11 - Non QLA PORTLAND CEMENT CONCRETE PAVEMENT (509,451)						
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Air Content, Temperature)	See Table B	Each mix design per day of placement.  Test the first three loads, with one randomly sampled for one set of cylinders.  Sample for testing and cylinders, one random load from each subsequent 6 load subplot.	Each mix design per day of placement.  Test the first three loads and one load from each 6 load subplot for plastic properties.	1 per 10,000 S.Y.	N/A
	Thickness	Roadway	1 per 300 cy	N/A	N/A	
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.



Table 906.1.2:12 - Non QLA Superstructure Concrete (509, 510, 512)						
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Coarse Aggregates	Gradation	Stockpile	1 per 2 weeks during concrete placement	1 per week during concrete production	1 per project	N/A
	F.F., F&E		N/A	Minimum 1 per project per coarse aggregate type	N/A	
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Air Content, Temperature)	See Table B	Each mix design per day of placement.  Test the first three loads, with one randomly sampled for one set of cylinders.  Sample for testing and cylinders, one random load from each subsequent 3 load subplot.	Each mix design per day of placement.  Test the first three loads and one load from each 3 load subplot for plastic properties.	1 per 300 cy	N/A
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

Table 906.1.2:13 - QLA PORTLAND CEMENT CONCRETE PAVEMENT (450)						
Item	Test Required	Sampling/ Testing Location	Agency Testing	Contractor Testing	Independent Assurance*	State Materials Bureau
					Project Approach	
Fine Aggregates	Gradation	Stockpile	1 per week during concrete production	1 per day per day of production	Minimum 1 per project	Referee Testing
Coarse Aggregates	Gradation, F.F., F&E	Stockpile	1 per week during concrete production	1 per day per day of production	Minimum 1 per project	Referee Testing
Project Acceptance Test	Compressive Strength Cylinders, and Plastic Properties (Slump, Unit Weight, Calculated Air Content, Temperature)	See Table B	1 per 500 C.Y.	One set of cylinders from one of the first three trucks. 1 set per 125 C.Y. thereafter	1 per 2,500 cy	Referee Testing
			1 per 500 C.Y.	For each of the first three trucks. 1 set per 125 C.Y. from the trucks selected for compressive strength testing thereafter.		
	Thickness	Roadway	1 per 5,000 S.Y.	1 per 2,500 S.Y.	N/A	
Environmental Conditions	Evaporation Rate	Placement Site	N/A	Evaporation Potential determined at intervals not greater than 5 minutes until final curing system in place	N/A	N/A

\* Project Quantities less than the minimum Agency Testing requirement do not require IA Testing if Agency Testing is certified by the Construction Engineer of Record.

**Table 906.1.2:14 - TABLE B**

<b><u>Method of Placement</u></b>	<b><u>Sample Location</u></b>
Pumped	Point of discharge from pump into structure
Direct Discharge from Truck	At end of discharge chute of truck
Crane and Bucket	From discharge chute of bucket
Conveyor belt	From material on roadway after being discharged from conveyor
Slip Form (Curb and Gutter/Barrier Walls)	Point of discharge into extrusion machine
Slip Form Paver (PCCP)	From grade in front of paving machine
Drill Shafts	At end of discharge chute of truck

**Table 906.1.2:15 - Tolerances for Comparison of Independent Assurance Sample Tests to Acceptance and Process Control Tests**

<b><u>CHARACTERISTICS</u></b>	<b><u>TOLERANCES</u></b>
Moisture/Density Test (Proctor)	± 3.0 PCF*, ± 2 Units for Moisture
In Place Moisture/Density (Roadway)	± 3.0 PCF, ± 2 Units for Moisture
Plasticity Index (P.I.)	± 3 Units
*Only if proctors are run by both District and Project. If proctors are not run by both District and Project ± 5.0 PCF	
<b><u>GRADATION</u></b>	<b><u>TOLERANCES</u></b>
1 1/2" to 3/4"	± 6 Units
1/2" to No. 4	± 5 Units
No. 8 through No. 200	± 4 Units
Fractured Faces	± 5 Units
Flat & Elongated	± 5 Units
Fine Aggregate Angularity	± 3 Units
Sand Equivalent	± 4 Units
Aggregate Specific Gravity	± 0.020
<b><u>CONCRETE</u></b>	<b><u>TOLERANCES</u></b>
Slump	± 0.5 Inch
Unit Weight	± 2.0 PCF
Compressive Strength	Within-test coefficient of variation less than 5 %

<b><u>HOT MIX ASPHALT (HMA)/ WARM MIX ASPHALT (WMA)</u></b>	<b><u>TOLERANCES</u></b>
Roadway Density (Cores from project, retained by Agency and Contractor Personnel)	± 0.025 Units

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Density (Nuclear)	± 4 Units
VMA	± 1.0 Units
Asphalt Content (Ignition Burn Oven)	± 0.50
Bulk Specific Gravity at Ndes	± 0.025 Units
Maximum Specific Gravity	± 0.020 Units
Air Voids	± 1.5 Units

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