

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BID



IFB# 2025-0161-PW/TS

CN S100630

CN S100640

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

January 2025

SANTA FE COUNTY

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**SANTA FE COUNTY
INVITATION FOR BIDS**

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

**IFB# 2025-0161-PW/TS
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 **360 calendar days** to commence as directed by Santa Fe County. 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 **2:00 pm, Thursday, February 27 2025**, and delivered to the Santa Fe County Purchasing Division located at 102 Grant Avenue (First Floor), Santa Fe 87501.

Bid Opening Teams Link: **Microsoft Teams**

[**Join the meeting now**](#)

Meeting ID: 287 129 813 423

Passcode: pJ7v5W7R

Dial in by phone

[**+1 773-352-2011,,210962249#**](#) United States, Chicago

[**Find a local number**](#)

Phone conference ID: 210 962 249#

A Non Mandatory Pre-Bid Conference & Site Visit will be held on 10:00 am, February 6, 2025 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 strongly advised.

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 Timothy Sintas, Santa Fe County Purchasing Division, by telephone at (505) 992-6745 or by email at tsintas@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: January 26 and 27, 2025.

INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County from qualified, licensed construction companies for the construction of the Arroyo Hondo Trail Segments 2 & 3. 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 Arroyo Hondo Segment 2 & 3 project will include the following work: Segment #2 – Construction of 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 and Segment #3 – constructing 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. Installation of a pre-fabricated steel truss bridge including drilled shaft foundations (Segment 2).

The project is funded by the Federal Highway Administration (FHWA)/CMAQ Funds and matching local funds. Therefore, contractors must ensure that all work performed meets standards as set forth in the current NMDOT Standard Specifications for Highway and Bridge Construction (NMDOT Standard Specifications), including Supplemental Specifications. Additionally, all projects with federal funds shall utilize the Technician Training Certification Program (TTCP) certification or pre-approved alternatives in regards to testing/inspection to comply with NMDOT specifications. Davis Bacon Act (DBA) Conformance Requirements will be in effect for this project.

Materials in this project are subject to “Buy America Requirements,” which mandate the contractor to provide materials that comply with the requirements in 23 CFR 635.410, including Build America, Buy America Act. If these certifications are not provided, the NMDOT may take any remedies available under the Contract. 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 Contractor and Subcontractors at all tiers Working on federal-aid Projects shall use the following 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.

All construction bidders must include the NMDOT Bidders List of Quoters from BL-DBE in their bid package at time of bid submittal.

Any contractor can bid a project which is funded federally or by the state, however, the contractor must be licensed in New Mexico by the Construction Industries Division prior to bid award. Out of state contractors who do not have the appropriate state contractor's license may bid a T/LPA project, but must obtain the appropriate in-state license prior to contract execution.

Bidders must be registered on NMDOT's Prequalified Contractors and Subcontractors list at time of bid opening.

Lastly, the contractor is expected to be familiar with and adhere to all the guidelines set forth in the **T/LPA Handbook** which governs each phase of a federally funded trail construction project. A link to the handbook is below

T/LPA Handbook: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:c784ef62-f4f9-404b-b931-f9c261b2311a>

The T/LPA Section 100's can be found here: [Microsoft Word - LPA 100s FinalFormatting.docx](#)

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://www.dot.nm.gov/infrastructure/plans-specifications-estimates-pse-bureau/standards/>

4. **CONTRACT TIME:** The number of days for the completion of work (the contract time) is 360 calendar days upon receipt of the Notice to Proceed.
5. **COPIES OF BIDDING DOCUMENTS:** Bidders may obtain complete sets of the Bidding Documents by contacting Timothy Sintas by telephone at (505) 992-6745, email at tsintas@santafecountynm.gov or by accessing our website at <https://www.santafecountynm.gov/finance/purchasing-division/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 Specialist Sr. in writing.

Replies will be issued by written addenda mailed or delivered to all parties recorded by the Procurement Specialist Sr. 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:

Timothy Sintas, Procurement Specialist Sr.
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, NM 87501
Ph. (505) 992-6745
Fax (505) 989-3243

Email – tsintas@santafecountynm.gov

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:

Timothy Sintas, Procurement Specialist Sr.
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:

- 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.

- 18. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.
- 19. 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 the 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 will be as per Table 108.8:1 in the NMDOT Standard Specification for Highway and Bridge Construction 2019 Edition.
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 kickbacks.
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: 2025-0161-PW/TS

Control Number (“CN”): S100630 & S100640

Bidder: _____

SANTA FE COUNTY

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

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FOR
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BID NUMBER: 2025-0161-PW/TS

Control Number (“CN”): S100630 & S100640

Bidder: _____

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- N. 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.

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: 2025-0161-PW/TS

CN S100630 & S100640

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

CONTRACTOR: _____

TOTAL AMOUNT BID \$_____

**SANTA FE COUNTY
 BID SCHEDULE**

PROJECT: #2025-0161-PW/TS Construction Services for the Arroyo Hondo Trail Segments 2 & 3
 CN S100630 and S100640

SEGMENT 2 – CN S100630					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				----- DOLLARS / CENTS	----- DOLLARS / CENTS
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					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				----- DOLLARS / CENTS	----- -- DOLLARS / CENTS
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					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				----- DOLLARS / CENTS	----- DOLLARS / CENTS
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		

SEGMENT 2 – CN S100630

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				----- DOLLARS / CENTS	----- DOLLARS / CENTS
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		
702000	Construction Signing	SF	40		
702100	Steel Post and Base Post	LF	48		
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					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				-----	-----

				DOLLARS / CENTS	DOLLARS / CENTS
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 Fence	LF	171		

SEGMENT 3 – CN S100640					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				----- DOLLARS / CENTS	----- DOLLARS / CENTS
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		

SEGMENT 3 – CN S100640					
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
				DOLLARS / CENTS	DOLLARS / CENTS
702000	Construction Signing	SF	20		
702100	Steel Post and Base Post	LF	24		
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

New Mexico Department of Transportation (“NMDOT”)

Subcontractors Fair Practices Act Compliance

Control Number (“CN”): _____

BIDDER: _____ TELEPHONE:() _____

ADDRESS: _____

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

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

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

Only one Subcontractor shall be listed below for each

Description of Work. The listing requirements do not

apply if the Contractor:

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

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

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

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

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

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: _____

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 _____, 2025, with the COUNTY for the Construction Services for the Arroyo Hondo Trail Segment 2 & 3 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 _____, 2025.

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 _____, 2025, with the
COUNTY for the Construction Services for the Arroyo Hondo Trail Segment 2 & 3 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 _____, 2025.

 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# 2025-0161-PW/TS
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 Timothy Sintas no later **February 10, 2025** 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.

Timothy Sintas
Santa Fe County
Purchasing Division
102 Grant Avenue
Santa Fe, NM 87504
Phone: (505) 992-6745 Fax: (505) 989-3243
E-mail: tsintas@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)
Non Mandatory Pre-Bid Conference (1-1-19)
Schedule Format (6-20-19)

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.

ADA Construction Inspection Procedure

CN S100630 & CN S100640

Page 2

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

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

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

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

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

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

Non-NMDOT Owned Utility Infrastructure

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

Utility Relocation

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

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

Contractor shall perform the following relocations and adjustments:

UTILITY OWNER: Anthony Water and Sanitation District

Work Location
Subsurface

WATER

STA 28+50 to STA 28+24, Lower 2" PVC Waterline
STA 27+67 to STA 27+40, Lower 6" PVC Waterline
STA 25+18 to STA 27+34, Reroute 8" PVC Waterline

Utility Company shall perform the following relocations and adjustments:

UTILITY OWNER: Anthony Water and Sanitation District

Work Location
Subsurface

Anthony Water and Sanitation District will perform the following relocations prior to construction:

SANITARY SEWER

STA 24+67 to STA 27+93, Reroute 6" PVC Sanitary Sewer line
STA 22+76.59, Lower 10" Sewer Force main

WATER

STA 15+24.19, Lower 8" Waterline

UTILITY OWNER: El Paso Electric Company

Work Location

Overhead

El Paso Electric will perform the following relocations prior to construction:

STA 31+35 643 Ft L, Replace two wooden power poles with a single metal pole prior to construction

UTILITY OWNER: Century Link

Work Location

Subsurface

Century Link will perform the following relocations prior to construction:

STA 32+00 Crossing at this location, buried cable parallel within east right of way line

**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: _____

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

North Region Design
September 14, 2020

Office of General Counsel
January 1, 2019

NOTICE TO CONTRACTORS

Non-Mandatory Pre-Bid Conference

CN **S100630 & CN S100640**

Prospective Bidders should attend a Non-Mandatory Pre-Bid Conference as a condition of submitting a bid. The Conference will be held on **February 6, 2025, beginning promptly at 10:00 a.m. local prevailing time**. At 10:00 a.m./p.m., the start of the Conference will be announced. Attendance at the Pre-Bid Conference will be evidenced by the sign-in sheet.

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

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

The 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 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".

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 360 calendar 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.

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. Liquidated damages will be assessed per Table 108.8:1 in the NMDOT Standard Specification for Highway and Bridge Construction 2019 Edition.

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	Santa Fe County or its Designated Representative
Engineer	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:

Section	Description	Page
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:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
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) 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 panners 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.

-3-
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:

<u>Pay Item</u>	<u>Pay Unit</u>
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:

<u>Pay Item</u>	<u>Pay Unit</u>
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.

**SECTION 701
TRAIL SIGNS AND SIGN STRUCTURES**

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.

**SECTION 701
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
TRAIL SIGNS AND SIGN STRUCTURES**

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

<u>Pay Item</u>	<u>Pay Unit</u>
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**



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: Arroyo Hondo Trail Segments 2 & 3 Construction Project
Requested Date: 01/23/2025
Approved Date: 01/27/2025
Approved Wage Decision Number: SF-25-0223-A

Wage Decision Expiration Date: 05/27/2025

2) Physical Location of Jobsite for Project:
Job Site Address: Arroyo Hondo Segment 2 & 3, Old Auga Fria Roa
Job Site City: Santa Fe
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): Santa Fe County
Contracting Agency Contact's Name: Timothy Sintas
Contracting Agency Contact's Phone: (505) 992-6745 Ext.

4) Estimated Contract Award Date: 03/27/2025

5) Estimated total project cost: \$4,349,812.50
a. Are any federal funds involved?: Yes - \$3,500,000.00
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?:
Help provide a viable alternative transportation route to connect the NM Rail Runner Station at NM 599 to the Santa Fe Community College and to neighboring subdivisions, schools and businesses.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$4,349,812.50	The work will include 10-foot wide concrete sidewalks 6-inch depth, earthwork, erosion control, rock gravity walls, one prefabricated steel truss bridge including drilled shaft foundations, seeding and trail signs. Segment 2 construct a 1.2-mile-long concrete multi-use trail connecting the existing Rancho Viejo Fire Station Trailhead to the Turquoise Trail Sport Park off of NM 14. Segment 3 construct 1.6-mile-long concrete multi-use from connection with existing trail NW of Rancho Viejo Fire Station to Richards Avenue and extension to Avendia Del Sur and Velocity Road roundabouts

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 or call (505) 841-4400.

2025 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) All zones are measured from the Albuquerque City Hall.
- (2) Up to 70 miles is a free zone.
- (3) Between 71 and 100 miles shall be paid \$30.00 expense allowance per day worked.
- (4) Over 101 miles shall be paid \$80.00 expense allowance per day worked.
- (5) Employees who travel from Santa Fe to Albuquerque will be paid \$30.00 per day or other mutually agreed upon lodging or transportation.
- (6) An area within a 50-mile radius of the address where an employee permanently resides at the time of hire, outside of Santa Fe or Albuquerque, shall be a free zone.
- (7) When the employer pays for the hotel for out-of-town work, the employee shall receive \$30.00 per day for expenses. Each room shall not house more than two people per room.

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) Commuting time to and from a job site at the beginning and end of each workday is not compensable. However, if workers are required to report to the shop at the start of the day or return to the shop at the end of the day, then that time spent traveling is compensable. Similarly, time spent traveling from job to job is compensable. In both cases, workers 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 \$30.00 per day for expenses; or
- (2) Pay \$100.00 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 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-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 using the "shortest route" filter on Google Maps.
- (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 from the following base points or the employee's home:
 - (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 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.

Paper hangers

- (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 does not provide lodging, employer shall pay \$100.00 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 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-mile radius, plus their regular rate of pay for travel time.

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) Subsistence will be paid in any area outside the employer's home zone unless the jobsite is within 90 miles, by most direct regularly traveled route, of an employee's principal place of residence. In which case the employer will not be required to pay subsistence to that employee while working on the jobsite.
- (2) If an overnight stay is required, \$120.00 subsistence will be paid for each day worked outside of the employer's home zone.

- (3) No subsistence pay is required should employer decide to cover room costs at a suitable location and no more than two workers are in a room.
- (4) Zone 1: any are within an employer's home zone. An employer's home zone shall consist of 90 miles by most direct regularly traveled route from the main post office in the municipality of the employer's primary place of business, and including Los Alamos and Espanola, regardless of mileage.
- (5) Zone 2 (Industrial):
 - (a) Industrial work will be defined as all new construction work performed on the following types of facilities: electrical generation plants, co-generation plants 50 megawatts and over, refineries, natural and LP gas plants, mills, mines, and concentrators. Maintenance and retrofit work are excluded.
 - (b) The minimum rate of pay for all work described in subsection (a) of this section will be as indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (6) Zone 3 (Los Alamos):
 - (a) All work on Los Alamos National Laboratory property, and all prevailing wage work within the county of Los Alamos.
 - (b) The minimum rate of pay for all work described in subsection (a) of this section will be indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (7) Travel:
 - (a) All time spent traveling during the regular workday will be considered time worked and will be paid at the zone 1 rate of pay, provided such travel is directed by the employer. Travel before or after the regular workday will not be considered time worked and will not be paid unless required by federal or state law. If required by law, all time spent traveling outside the regular workday will be paid at the overtime rate of time and a half times two thirds the regular zone 1 rate of pay.
 - (b) If an employer send an employee to perform work outside the territorial jurisdiction of the United States or Canada, travel pay and subsistence arrangements shall be negotiated locally.

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 1.

- (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.

"General Decision Number: NM20250034 01/03/2025

Superseded General Decision Number: NM20240034

State: New Mexico

Construction Type: Highway

County: Santa Fe County in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"