



# **CITY OF GALLUP**

City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
[gallupNM.gov/purchasing](http://gallupNM.gov/purchasing)

## **INVITATION TO BID FORMAL BID NO NO. 1625**

### **ALLISON ROAD RIO PUERCO BRIDGE REPLACEMENT PROJECT**

CONTROL NUMBER: C6150942

CONTROL NUMBER: C6141034

CONTROL NUMBER: C6151029

CONTROL NUMBER: 6100112

ISSUE DATE: October 10, 2016  
BID OPENING DATE: October 31, 2016  
BID OPENING TIME: 2:00 p.m. Local Time

#### **Notes**

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

Quantities may be increased or decreased  
within reasonable amounts

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**ADVERTISEMENT FOR BID**

**ALLISON ROAD RIO PUERCO BRIDGE RECONSTRUCTION**

**CITY OF GALLUP, NEW MEXICO**

**CONTROL NO.: C6150942**

**CONTROL NO.: C6151034**

**CONTROL NO.: C6151029**

**CONTROL NO.: 6100112**

**Formal Bid No. 1625**

Notice is hereby given that the City of Gallup, New Mexico will receive sealed bids for construction of Allison Road bridge reconstruction until the hour of 2:00 p.m., local time, October 31, 2016 at the office of the procurement manager at city hall, 110 West Aztec avenue, Gallup, New Mexico. bids will be opened, read and tabulated at that time. No bids will be received or considered if received after the time stated above.

This project is located along Allison Road between historic highway 66 (NM 118) and Interstate 40 in Gallup, NM. This project consists of bridge reconstruction and realignment of the roadway in the project area. The work for the realignment includes earthwork, curb and gutter, sidewalk, asphalt placement, storm drainage and other improvements. More information can be found on the City of Gallup web site, [gallupnm.gov](http://gallupnm.gov).

For bidding forms, and Contract Documents, including plans, specifications, and other documents to be used in connection with the submission of bids, prospective Bidders are invited to register under the Bids section at [www.bhinc.com](http://www.bhinc.com) to obtain access to Project Tracker and Bidding Process. Select the pertinent project as listed on the projects list. Register new company account by providing the following contact information: Company name, contact name, company role, telephone number and email address. The bidder shall receive a notification email once the bidder has been registered with the site. Each registered bidder will be able to re-access the site from [www.bhinc.com](http://www.bhinc.com) and selecting the "Bids" icon which will direct the Bidder to the Project Tracker site.

The Bidder shall have a specific username and password in order to gain access to the “**Allison Road Bridge Replacement**” project. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from other sources.

If you do not or cannot access the site, please notify us as soon as possible. The following shall be performed through the Project Tracker site.

1. **DOWNLOAD THE BIDDING DOCUMENTS FROM THE PROJECT TRACKER SITE:** The bidding documents are available during the bidding phase from the CONTRACT DOCUMENTS tab under the BIDDING DOCUMENTS subsection. When issued, addenda will be available from the ADDENDA SECTION.

2. **REQUESTS FOR INFORMATION MAY BE SUBMITTED ONLY THROUGH THE PROJECT TRACKER SITE:** To submit a question, go to the BIDDING tab and click on SUBMIT QUESTION. This will direct you to a form to enter the question, when complete click SUBMIT and the question will be sent to BHI for review. Responses to questions will be included in the Addenda section (under the CONTRACT DOCUMENTS tab) and bidders will be notified via email when this information is available.

3. The bidders list is provided in the BIDDERS LIST tab.

There will be a **Non-MANDATORY pre-bid meeting at 10 AM, Tuesday, October 18, 2016 at the Project Site.**

Date

October 10, 2016

## GENERAL CONDITIONS

### FORMAL BID NO. 1625

1. **LOCATION AND CHARACTER OF WORK:** This project is located along Allison Road between historic highway 66 (NM 118) and Interstate 40 in Gallup, NM. This project consists of bridge reconstruction and realignment of the roadway in the project area. The work for the realignment includes earthwork, curb and gutter, sidewalk, asphalt placement, storm drainage and other improvements.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received by the purchasing department prior to the time specified for the bid opening. All sealed bids must be submitted on the bid document originals of forms, or reasonable facsimile, furnished by the City of Gallup. All proposals must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for delivery date, payment terms, and f.o.b. point if requested; failure to do so may result in disqualification of their respective bid. Note that fax or electronically transmitted bids are not accepted on the City of Gallup **FORMAL BIDS**. Bids submitted after the bid opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

Bids will be accepted until 2:00 p.m. local time on **October 31, 2016** at the City of Gallup Purchasing Office; 110 West Aztec (87301); PO. Box 1270; Gallup, New Mexico 87305.

**MAILING:** Bidder to utilize the city's self-addressed label on their return mailing envelope or package if one is furnished. If sent by mail or overnight method (Federal Express, UPS next day air etc.), or hand delivered please note bid number on exterior of envelope. Failure to do so will not constitute a liability on the city if the bid is misplaced or lost.

Delays caused by commercial airlines or express carriers such as FedEx and UPS are not excusable and bids will therefore be considered late and will **not** be accepted. Weather forecasts should be monitored and taken into consideration in the planning of mailing of bid proposals.

3. **COPIES OF PLANS:** Copies of the plans and specifications may be examined at the office of the Purchasing Director, 110 West Aztec, Gallup, NM 87301, 505-863-1334. Additional information regarding this bid may also be viewed at [www.gallupnm.gov/bids](http://www.gallupnm.gov/bids). Plans, specifications, and bidding documents may be obtained from Albuquerque Reprographics, Inc., 4716 McLeod Rd, NE, Albuquerque, NM 87109, (505) 884-0862 upon deposit of \$250.00 made payable to Bohannon Huston, Inc. The deposit will be refunded upon return of the documents within ten (10) days of bid opening and be in good condition.
4. **PUBLIC WORKS:** This solicitation is for a public works project and subject to the public works statutes of the State of New Mexico (13-4-1 to 13-4-43 NMSA 1978); Construction Industries Licensing Act (60-13-1 et seq. NMSA 1978); CID Rules and Regulations; Applicable Federal, State and Local Statutes and Laws; And the City of Gallup Ordinances.
5. **SPECIFICATIONS:** Specifications, as included in this bid and the plans, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted. All materials used and incorporated into this project shall be new unless otherwise agreed upon.

6. **BRAND NAMES:** Unless otherwise indicated in the plans and specifications, where a product or brand name is indicated in the plans and/or specifications, it shall mean “minimum acceptable level or minimum quality required”. If the bidder is offering, and the plans and specifications allow, an item other than the one specified, then the manufacturer's name and model number of that item shall be furnished to the city and sufficient specification and descriptive data provided to permit a thorough evaluation. Failure to provide appropriate information when requested may result in disqualification of the offer.
7. **SUBMITTALS:** Each bidder will furnish, when requested, printed literature and manufacturers specification sheets that fully describe the material they propose to furnish the city. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Gallup or their representative.
8. **COMPETENCY OF BIDDER:** Bids will be considered only from firms who can provide evidence that they have established a satisfactory record of performance and integrity to insure they can execute the requirements as stated herein. The city may make such investigation it deems necessary to determine the ability of the bidder to perform the work. Any determination as to competency shall be made by appropriate city staff.

Any proposal which is incomplete, irregular, or accompanied by an insufficient or bond may be rejected. The City of Gallup also reserves the right to reject the proposal of a bidder who has previously failed to perform properly, including inferior materials, workmanship, or attempts to use substandard equipment, excessive inspection caused to the project to insure good workmanship, or poor construction methods, or failure to complete on time a contract of similar nature, or the proposal of a bidder who is not in a position to perform the work governed by the contract.

9. **WARRANTY:** All labor and work done by the contractor shall be warranted for a period of **ONE YEAR FROM DATE OF FINAL ACCEPTANCE**
10. **BUSINESS LICENSE:** Bidders are advised that they must have or obtain a current City of Gallup business license for the type of material or services required under this contract before work commences or a purchase order issued.
11. **F.O.B. POINT:** All material and work shall be quoted F.O.B. Gallup, freight prepaid.
12. **PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the city with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the city, nor conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the city shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.
13. **PRICE TERMS:** Bidder agrees that the prices bid shall remain in effect for **45** days from the date of the bid opening and subject to acceptance by the City of Gallup within that period. Time for acceptance may be extended with the mutual concurrence of the contractor.

14. **VISIT SITE OF WORK:** All bidders are encouraged to visit the site of the work and to familiarize themselves with the difficulties involved. Failure to do so is entirely at the risk of the contractor and will not be recognized as a basis or claim for extra compensation.
15. **COMMENCEMENT AND COMPLETION:** The contractor shall fully complete the project within 180 days after notice to proceed.
16. **INSPECTION:** The engineer, architect or any duly authorized inspectors shall at all times have the right to inspect and approve the work and materials.
17. **CODE COMPLIANCE:** Complete installation must meet federal, state, and local laws, codes and regulations.
18. **PERMITS AND LICENSES:** Contractor shall be licensed in New Mexico for the work required. Bidders are notified that a City of Gallup business license is required. All other permits or licenses required shall be the responsibility of the contractor.
19. **GOVERNING LAW:** This agreement shall be construed in accordance with the laws of the state of New Mexico as they pertain to agreements executed and fully to be performed with New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.
20. **INSURANCE:** bidder shall provide a certificate of insurance in compliance with the terms of this bid and the state of New Mexico construction industries division rules and regulations, including workmen's compensation if required by law. Certificate shall be furnished upon request of the City of Gallup.
21. **SUBCONTRACTORS:** The listing threshold for subcontractors for this project is \$5,000 and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 1978. There shall be only one subcontractor listed for each classification. **IF SUBCONTRACTORS CHANGE ACCORDING TO BID OPTIONS/ADDITIVE ALTERNATES ACCEPTED THEN LIST THE SUBCONTRACTORS AND THE BID LOTS WHERE THEY ARE TO BE USED.**

The owner reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of the bid and contract. The contractor agrees that he is fully responsible to the owner for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the owner.

The bidder may be required to establish the reliability and responsibility of the proposed subcontractors or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule, and may also be required to require performance and payment bonds of some or all subcontractors in conformance with sec. 13-4-37 NMSA 1978.

22. **WAGES:** wages will be paid in accordance with the state of New Mexico Public Works Statutes regarding wage rates. A wage rate schedule is enclosed with this bid. Contractor and all tiers of subcontractors will submit certified weekly payrolls to the City of Gallup (bi-weekly), and the Public Works Director if requested.
23. **DEPARTMENT OF LABOR REGISTRATION:** Bidders are advised that all tiers of contractors (including subcontractors) bidding more than \$60,000 on a Public Works Contract must be registered with the Labor & Industrial Division of the State of New Mexico prior to submitting a bid in compliance with 13-

4-13.1 NMSA 1978. A labor enforcement fund form is available at [http://www.dws.state.NM.us/new/labor\\_relations/publicworks.html](http://www.dws.state.NM.us/new/labor_relations/publicworks.html)

24. **NON-DISCRIMINATION:** The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all federal, state and local laws and ordinances regarding employment practices and A.D.A. requirements.
25. **BID SECURITY:** Shall be submitted with the bid and made payable to the owner in the amount of five percent (5%) of the bid sum. Security shall be by certified or cashier's check, or a bid bond prepared on a form acceptable to the owner (personal or corporate checks are not acceptable), issued by a surety licensed to do business in the state where the project is located. Personal or corporate checks are not acceptable. The owner will retain these securities until a contract has been entered into. Should the low bidder refuse to enter into a contract, the owner will retain his security as liquidated damages, not as a penalty. If the lowest bidder fails to enter into a contract, then the next lowest bidder will be considered as the lowest bidder.
26. **TAXES:** The proposal total shall exclude all applicable taxes. The city will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.
27. **PERFORMANCE AND PAYMENT BOND:** The successful bidder shall execute a performance bond and payment bond, each in the sum of 100% of the total bid price with a corporate surety authorized to do business in the State of New Mexico and said surety to be approved in Federal Circular 570 as published by the U.S. Treasury Department within **FIFTEEN (15)** days of receipt of Notice of Award.
28. **FORMS COMPLETION:** All forms submitted must be typewritten or written in ink. Any alterations to the bid amounts by erasures or by interlineations shall be initialed by the signer of the bid form.
29. **UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the procurement ordinance and procurement regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.
30. **INFORMATION:** if clarification is needed on any part of the general conditions, contact Frances Rodriguez; Purchasing Director; P.O. BOX 1270; Gallup, NM 87305; 505-863-1334 OR 505-722-5133 (FAX); [frdriguez@gallupNM.gov](mailto:frdriguez@gallupNM.gov) (email). **Questions regarding the specifications and scope of work should be submitted to Bohannon Huston via the Project Tracker, [www.bhinc.com](http://www.bhinc.com).** Questions after October 25, 2016, may not be addressed.
31. **PREFERENCES:** The State of New Mexico Statutes shall apply. New Mexico grants a preference to those contractors who have been certified by the State of New Mexico Department of Taxation and Revenue as a resident contractor or a resident veterans contractor at the time bids are opened, pursuant to 13-1-22 & 13-4-2 (NMSA 1978). The New Mexico resident contractor's preference or resident veteran's contractor shall be the only preference that applies. **CONTRACTORS MUST SUBMIT A COPY OF THEIR NEW MEXICO RESIDENT CONTRACTOR'S CERTIFICATE OR NEW MEXICO RESIDENT VETERAN CONTRACTORS CERTIFICATE WITH THEIR BID IN ORDER TO BE CONSIDERED FOR THE PREFERENCE AS PER 13-1-22 (A) NMSA 1978.**

The applicable state of New Mexico resident contractor's or resident veteran contractor's preference will be factored into bid prices where applicable. However, the preferences are not cumulative and bidders will only be entitled to receive one preference.

For information on New Mexico resident contractor certification please call 505-827-0951 or to download applications, go to: [www.tax.newmexico.gov](http://www.tax.newmexico.gov) , select "businesses" and click on "popular information" and then select "in-state preference certification".

32. **ADDENDA/AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only to known plan holders of record. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the purchasing office or designee. For a determination as to whether any representation made requires that an amendment be issued, contact the buyer listed under the paragraph entitled "information".
33. **MODIFICATIONS:** The City reserves the right to waive minor informalities, irregularities or technicalities in the bid. The city will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.
34. **AWARD:** The award, if made, shall be made to the lowest responsible bidder submitting a responsive bid that is most advantageous to the public. EXCEPT THAT IF SUFFICIENT FUNDS ARE AVAILABLE TO FUND OPTION/ADDITIVE ALTERNATE BIDS, THE OWNER MAY AWARD THE CONTRACT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOW COMBINED BID WITHIN THE FUNDS AVAILABLE (BASE BID PLUS OR MINUS OPTION/ADDITIVE ALTERNATES). **BIDDER MUST SUBMIT BIDS FOR ALL ITEMS - BASE BID PLUS ALL OPTION/ADDITIVE ALTERNATES-OR THEIR BID WILL BE FOUND NON RESPONSIVE.**

The City reserves the right to reject any or all bids, to waive minor technicalities or irregularities and to accept the proposal it deems to be in the best interests of the city. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
  - Unbalanced value of any items.
  - Reason for believing collusion exists among the bidders.
  - The bidder being interested in any litigation against the City.
  - The bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
  - Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
  - Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
35. **PROTESTS:** any bidder or offeror who is aggrieved in connection with any phase of a solicitation, or award of a contract may protest to the Central Purchasing Office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest and include any supporting documentation, and the relief requested.

36. **PROJECT ERRORS:** bidders will promptly notify the City of Gallup of any ambiguity, inconsistency or error they may discover upon examination of the project documents or the site and local conditions.
37. **PROCUREMENT CODE VIOLATIONS:** the procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

The City of Gallup reserves the right to reject any or all bids in whole or in part, to cancel the bid, to waive technicalities and to accept the proposal it deems to be in the best interest of the City.

## **NOTICE TO BIDDERS**

As of October 5, 2011 applications for resident New Mexico in-state contractors will no longer be processed through the state purchasing division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

As of July 1, 2012 a New Mexico Resident Veteran Contractors preference number may be obtained from the New Mexico Department Taxation and Revenue Department.

**IT WILL BE THE SOLE RESPONSIBILITY OF BIDDERS REQUESTING CONSIDERATION FOR THE NEW MEXICO RESIDENT CONTRACTORS PREFERENCE OR THE NEW MEXICO RESIDENT VETERAN CONTRACTORS PREFERENCE TO OBTAIN APPROVAL AND A CERTIFICATION FROM THE NEW MEXICO DEPARTMENT OF TAXATION & REVENUE PRIOR TO THE BID OPENING DATE. YOU MUST SUBMIT A COPY OF THE RESIDENT CONTRACTORS CERTIFICATE OR RESIDENT VETERAN CONTRACTOR'S CERTIFICATE WITH YOUR BID IN ORDER TO BE CONSIDERED FOR THE IN-STATE PREFERENCE AS PER SECTION 13-1-22, AND 13-4-2 NMSA 1978.**

For additional information please call 505-827-0951, or to download applications log on at: [www.tax.newmexico.gov](http://www.tax.newmexico.gov), select "select "businesses" and click on "popular information" and then select "in-state preference certification".

## **LABOR ENFORCEMENT FUND**

*(STRICTLY ENFORCED)*

13-4-13.1 Public works contracts; registration of contractors and subcontractors.

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public postsecondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

### **13-4-14.1 Labor enforcement fund; creation; use.**

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

### **13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.**

The director of the labor and industrial division of the labor department may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

## INSURANCE

**INSURANCE:** the contractor or his subcontractors shall not commence work under this contract until he or his subcontractors have obtained insurance required under this paragraph, and if any portion of the work is sublet the subcontractor shall carry similar coverage for all its employees engaged in the project. For purposes of this paragraph the following insurance requirements shall apply:

The contractor and his subcontractors shall obtain and maintain in effect during the life of the contract comprehensive general liability insurance including premise/operations; products/completed operations; broad form contractual independent contractors; broad form property damage and personal injury liabilities:

### COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
Personal Injury	\$1,000,000 Annual Aggregate
Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate

### Automotive Liability (Owned, Non-Owned Hired)

Bodily Injury	\$1,000,000 Each Person \$1,000,000 Each Accident
Property Damage	\$1,000,000 Each Occurrence
Products and Completed Operations	Same Limits as Above
Independent Contractors	Same Limits as Above
Workman's Compensation Employers Liability	Statutory \$1,000,000

All certificates of insurance shall name the City of Gallup as owner and additional insured, and state that (30) days written notice will be given to the owner before the policy is cancelled or changed.

## CONDITIONS OF THE CONTRACT

**CONTRACTOR'S PRE-START REPRESENTATIONS** - Contractor represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the contract documents, work, locality, and with all local conditions including weather conditions, and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the work and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

**INDEMNIFICATION OF OWNER:** The contractor expressly binds himself to defend, indemnify, and save harmless the owner, his agents and employees, from all suits and actions of every nature and description brought against them on account of the construction of this work or by reason of any act, omissions, malfeasance of the contractor, his employees or agents, or any subcontractor or his agents or employees. This applies equally to injuries to the contractor's employees. The contractor is responsible for protection of life, property and premises from harm, damage and injury.

**SECURITY:** The City does not assume any responsibility, at any time, for the protection of or loss of materials from the time that contract operations have commenced until the final acceptance of the work by the owner.

**CLEANING:** The contractor shall keep the premises clean of all rubbish and debris generated by the work involved. All surplus material, rubbish, debris shall be disposed of by the contractor at the contractor's expense. The city will not be responsible for theft or damage to the contractor's property. It shall be the contractor's responsibility to at all times maintain a safe working environment. All possible safety hazards to workers or the public shall be corrected immediately and the premises left in a safe condition at the end of each work day.

Prior to preparation of final pay estimate, the contractor shall remove from the site of the work all rubbish, debris, unused material, temporary buildings, excess earth or pavement rubble and shall leave the premises in good order and condition, subject to approval of the owner.

**PROTECTION OF MATERIAL AND WORK:** The contractor shall at all times carefully and properly protect all materials, equipment and facilities both before, during and after use on the job, and all work performed by him and provide any special protection as necessary from weather, theft, and/or vandalism without additional costs to the City.

**WATER, GAS AND ELECTRICITY:** All Water, Gas, Electricity or Other Utilities required to complete the project shall be provided by the contractor at his expense, unless specifically modified in other portions of the contract documents.

**PROTECTION AND/OR RESTORATION OF PUBLIC OR PRIVATE PROPERTY:** The contractor shall take every reasonable precaution to insure that all public and private property is protected from damage during the execution of the work. The contractor shall restore at his own expense, any damages, except as otherwise provided for in this contract, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails or refuses to do so upon notice, the city may cause such restoration and deduct the expense therefore from the monies due, or which may become due, to the contractor.

Equipment and materials shipped to manufacturer or testing facility are to be excluded from this provision, if item(s) is declared by such authority to not be able to be repaired to manufacturer's specifications, nor certifiable. Contractor shall provide documentation from manufacturer or testing facility and provide to the city.

**SALVAGEABLE MATERIAL:** All material deemed salvageable from existing owner facilities which are to be abandoned shall remain the property of the owner. Salvageable materials shall be delivered to the City of Gallup Yard on Warehouse Lane. The engineer will determine the location for disposition of salvageable material. Material deemed not salvageable shall be the contractor's property and shall be disposed of in accordance with local, state and federal rules, regulations and laws.

**CHANGED WORK:** The owner may from time to time order additions, deletions or revisions in the work; these will be authorized by written change order prepared by the engineer and signed by the owner. All such work will be executed under the applicable conditions of the contract documents.

Additional work performed without authorization of a written and executed change order will not entitle contractor to an increase of contract price or an extension of contract time.

If notice of a change affecting the general scope of work or change in contract price is required by the provisions of any bond to be given to the surety, it will be **CONTRACTOR'S** responsibility to so notify the surety, and the amount of each applicable bond shall be adjusted accordingly. **CONTRACTOR SHALL FURNISH PROOF TO THE OWNER.**

**CHANGE IN CONTRACT PRICE:** Any claim for an increase in contract price shall be based on written notice delivered to **OWNER OR OWNER'S REPRESENTATIVE** within fifteen (15) days of the occurrence of the event giving rise to the claim but **BEFORE** the contractor has incurred additional expense. Notice of the amount of the claim with written supporting data and explanation of the basis of the claim shall be delivered within seven (7) days of the occurrence unless engineer allows extra time to ascertain accurate cost data. Any change in contract price shall be by change order. Engineer may grant contractor an extension of time for resolving a claim for adjustment but in no case shall contractor be entitled to damages for delay.

The value of any work covered by a change order or for any claim of increase or decrease in contract price shall be determined in one of the following ways:

- 1. BY UNIT PRICES CONTAINED IN THE CONTRACT DOCUMENTS; OR**
- 2. MUTUAL ACCEPTANCE OF LUMP SUM OR UNIT PRICES**
- 3. THE ACTUAL COST OF: (1) LABOR, INCLUDING FOREMEN (2) MATERIALS ENTERING PERMANENTLY INTO THE WORK (3) THE OWNERSHIP OR RENTAL COST OF CONSTRUCTION PLANT AND EQUIPMENT DURING THE TIME OF USE ON THE EXTRA WORK (4) POWER AND CONSUMABLE SUPPLIES FOR THE OPERATION OF POWER EQUIPMENT**

To the cost under (3) there shall be added a fixed fee to be agreed upon but not to exceed ten percent (10%) unless stated otherwise in the bid proposal, of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses. To the charge for extra work under (3) the contractor may add applicable local and state gross receipts taxes.

**CHANGE IN CONTRACT TIME:** The contractor expressly covenants and agrees that in undertaking to complete the work and having made allowances for all of the ordinary delays and hindrances incident to such work whether growing out of delays in securing materials, workmen or otherwise. Should the contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, or by any changes, additions or omissions therein ordered in writing by the owner or by the abandonment of the work by men engaged hereon through no fault of the contractor, or by embargoes, etc. Which would affect the fabrication or delivery of materials and/or equipment to the work, or by delays caused by court proceedings, or weather, the contractor shall have no claims for damages for any cause or delay, but he shall in such cases, be entitled to such extension of the time specified for the completion of the work as the owner shall award in writing on account of such delays, provided however, that claim for such extension of

time is made by the contractor to the owner in writing within one week from the time when any such alleged cause for delay shall occur.

**SUSPENSION OF WORK:** The owner may at any time suspend the work, or any part thereof for a period not to exceed ninety (90) days by notice to the contractor in writing. The work shall be resumed by the contractor within ten (10) days after the date fixed in the written notice from the owner to the contractor to do so.

But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the owner does not give notice in writing to the contractor to resume work at a date within ninety (90) days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended, and he will be entitled to the estimate and payments for all work done on the portions so abandoned.

**OWNER'S RIGHT TO DO WORK:** If the contractor should neglect to perform the work properly or fail to perform any provision of this contract, the owner may, without prejudice to any other remedy, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the contractor.

**FINAL EXAMINATION AND ACCEPTANCES:** After contractor has completed all work to the satisfaction of owner and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection, as-built plans and other documents he may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by such data and schedules as owner may reasonably require, together with complete and legally effective releases or waivers (satisfactory to owner) of all liens arising out of the contract documents and the labor and services performed and the material and equipment furnished.

**CONTRACTOR MUST ALSO FURNISH THE AFFIDAVITT OF WAGES PAID FOR HIMSELF AND ALL SUBCONTRACTORS TO THE CITY OF GALLUP (OWNER) PRIOR TO FINAL PAYMENT BEING RELEASED.** Alternately, and as approved by owner, contractor may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the work for which owner or his property might in any way be responsible, have been paid or otherwise satisfied. If any subcontractor, materialman, fabricator, or supplier fails to furnish a release or receipt in full, contractor may furnish a bond or other collateral satisfactory to owner to indemnify him against any lien. Acceptance of final payment by the contractor shall constitute a waive of all claims by contractor against owner other than those previously made in writing and still unsettled.

**PAYMENTS:** On or about the first day of each month, the contractor will make an approximate estimate of the value of work done and unused materials delivered and stored on the site of the work during the previous calendar month. After each such estimate has been approved by the owner, the owner shall pay to the contractor one hundred (100%) percent of the amount of the work completed less previous partial payments. Payments to the contractor will be made within 21 days of receipt of undisputed amount of any pay request based on work completed.

**PAYMENT WITHHELD FROM CONTRACTOR:** The owner may withhold or nullify the whole or a part of any certificate, on account of subsequently discovered evidence, to such extent any may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor.
- D. A reasonable doubt that the contract can be completed for the unpaid portion of the contract amount.
- E. Damage to another contractor.

F. Any other violation of, or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**CHARGES FOR ADDITIONAL INSPECTIONS:** Should completion of the work extend beyond the time allowed by the contract documents or supplements thereto, it is expressly understood that in addition to any other penalty or damage suffered by the owner, the inspection costs caused by virtue of the delay will be charged to the contractor and be deducted from monies due to the contractor as included in liquidated damages specified in the contract and bid documents.

**OWNER'S RIGHT TO TERMINATE CONTRACT:** In the event that any of the provisions of this contract are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and the surety of his intention to terminate the contract. Such notices are to contain the reasons for intention to terminate the contract and unless within the time specified in the serving of such notice upon the contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said time period, cease and terminate. The owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor. The contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the owner may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore.

**TERMINATION FOR CONVENIENCE:** Owner may, for convenience and without cause and without prejudice to any other right or remedy, elect to terminate the contract for convenience in the time specified in the written notice. Upon receipt of written notice, contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, contractor shall stop work to the extent specified. Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated work. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by contractor under this contract shall, at the option of the city, be delivered by contractor to the city and shall become the city's property. In such case, contractor shall be paid for all work executed and any reasonable expense sustained. Exercise by the city of this termination for convenience provision shall not be deemed a breach of contract by the city.

**SPECIFICATIONS AND DOCUMENTS:** The bid documents, specifications, contract documents and all amendments or addenda to the bid documents, specifications and contract documents, if any, are essential parts of the contract, and a requirement occurring in one is just as binding as though occurring in all. The contractor shall not take advantage of any apparent error or omission in these documents. If the contractor discovers an apparent error or discrepancy, he shall immediately contact the owner for its interpretation and decision, and such decision shall be final.

**SUBCONTRACTORS:** Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom owner may have reasonable objection. A subcontractor or other person or organization identified in writing to owner by contractor prior to the notice of award and not objected to in writing by owner prior to the notice of award will be deemed acceptable to owner. Acceptance of any subcontractor, other person, or organization by owner shall not constitute a waiver of any right of owner to reject defective work or work not in conformance with the contract documents. If owner, after due investigation, has reasonable objection to any subcontractor, other person, or organization proposed by contractor after the notice of award, contractor shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued. Contractor shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. Contractor shall not without the consent of owner make any substitution for any subcontractor, other person, or organization who has been accepted by owner.

**ADDITIONAL BONDS AND INSURANCE:** Prior to delivery of the executed agreement by owner to contractor, owner may require contractor to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers, as owner may require. If such other bonds or such other insurance are specified by written

instructions given prior to opening of bids, the premiums shall be paid by contractor; if subsequent thereto, they shall be paid by owner.

**GOVERNING LAW:** The bid, terms and conditions, and the contract documents shall be governed by the laws of the state of New Mexico, and in accordance with 57-28a-1 NMSA 1978.



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**Utility Coordination of Utility Relocations / Installations**  
**Field Laboratories**  
**Ramp Up Time**  
**Schedule Format**  
**Class A and Class C Revegetation Requirements**

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## **COORDINATION OF UTILITY RELOCATIONS / INSTALLATIONS**

### **WORK DESCRIPTION**

The highway contractor's work shall include coordination efforts with respective utility owners, including the time required for utility facilities located within the project limits to be relocated. This Notice to Contractors does not change the requirements as outlined in the Standard Specifications for Highway and Bridge Construction regarding utilities.

### **CONSTRUCTION REQUIREMENTS**

The following utility facilities will be relocated or installed prior to or concurrent with highway construction and will require close coordination between the utility's operations and the Highway Contractor's operations. The Highway Contractor shall make the necessary arrangement with the utility owner's and shall submit a schedule of highway work to be accomplished. This shall be officially acknowledged and verified by a representative of the utility owner, and a copy provided to the Project Manager. The schedule of work shall provide not less than the number of calendar days requested by the utility owner to complete their work.

### **OTHER REQUIREMENTS**

Utilities shown on the highway project plans, which will not be relocated, shall require the Highway Contractor to take the necessary precautions to protect the utility from damage caused by the highway construction operations. If any such utility is damaged, the Highway Contractor shall bear the cost of repair to the satisfaction of the utility owner.

**Utility facilities known to be within the project limits, their work locations relocation and/or installation are listed below:**

**UTILITY OWNER: City of Gallup Water**

Contact:

Gary Munn  
110 West Aztec Avenue  
PO Box 1270  
Gallup, NM 87305  
(505) 863-1289

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The City of Gallup has a 24" diameter ductile iron water line crossing under Allison Road at Station 65+50. No impacts are expected.

**UTILITY OWNER: City of Gallup Electric**

Contact:  
Richard Matzke  
110 West Aztec Avenue  
PO Box 1270  
Gallup, NM 87305  
(505) 863-1289

**Work Location – Above Ground**

**Conflict at Station 53+60 and the proposed guide-banks along the Rio Puerco.**

Electrical line crossing. The City of Gallup Electric Department will need to coordinate with the contractor to remove the conflicting poles one Century Link has relocated their communication line.

- 1. REMOVE THE POLE AT STATION 53+40 LEFT.**
- 2. REMOVE THE POLE IN THE SOUTH GUIDE-BANK.**
- 3. REMOVE THE POLE IN THE NORTH GUIDE-BANK.**

**Conflict at the proposed guide-banks along the Rio Puerco.**

Electrical transmission line crossing. The City of Gallup Electric Department will need to coordinate with the contractor to move the pole in the north guide-bank if the work is not completed prior to construction.

- 1. MOVE THE POLE IN THE NORTH GUIDE-BANK 23' TO THE NORTH.**

**UTILITY OWNER: Century Link**

Contact:  
Danny Stokes  
1205 Highway 53  
PO Box 466  
Zuni, NM 87327  
(505) 409-0246

Century Link will relocate their existing phone line located on the City of Gallup electric poles. The new phone line will be attached to the relocated City of Gallup electric poles from the south side of the project to the north side of the Rio Puerco. The Contractor will install a sleeve with the project at Station 60+89.50 with a pull wire for the phone line relocation. Century Link will

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coordinate with the contractor to do the relocation during construction after the sleeve is installed.

**UTILITY OWNER: NM Gas**

Contact:

Irma Bustamante  
1510 E. Aztec Avenue  
Gallup, NM 87301  
(505) 796-2897

The project will cross New Mexico Gas Facilities. The new roadway will be installed adjacent to an existing regulator station. Allison Road will be on fill in this location. There are no impacts to the facilities. The contractor will protect the regulator station during construction.

**UTILITY OWNER: Continental Divide Electric**

Contact:

Jose Molina  
200 E. High Street  
PO Box 1087  
Grants, NM 87020  
(505) 285-6656

Continental Divide Electric has an electrical service line which crosses Allison Road at Station 56+50. The following relocations will be needed:

**1. ADJUST FOUR THREE-PHASE 24.9 KV DOUBLE CIRCUIT DISTRIBUTION POWER POLES.**

Some of the new poles will be relocated on the new fill for the roadway and/or guide-banks. Continental Divide Electric will coordinate with the contractor to move the poles during construction.

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## **FIELD LABORATORIES**

### **CN 6100112**

The Contractor shall provide field laboratories in accordance with the 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, (Standard Specifications) Section 622 – Field Laboratories and Field Offices and the Standard Drawings 622-01-1/1, 622-02-1/2, 622-02-2/2, and 622-03-1/1.

The Contractor shall ensure that all Field Laboratories are fully operational, calibrated and accepted prior to the commencement of work on the project.

The Contractor shall provide a field laboratory, Type II in the construction yard. The Field lab shall include the equipment listed below. All equipment shall be the property of the contractor at the conclusion of the project.

#### **Concrete**

1. CONCRETE BREAKER
2. 4" RETAINER RINGS
3. 4" PADS FOR RETAINER RINGS
4. FRAMING SQUARE
5. 7" SQUARE
6. WATER TANK
7. CURING TANK CIRCULATOR
8. CURING TANK HEATER
9. LIME BATH DATA LOGGER
10. 4X8 CYLINDER MOLDS

#### **Soil**

1. MECHANICAL HAMMER
2. PROCTOR HAMMER 4" ROUND
3. PROCTOR HAMMER FOR 6" MOLD PIE SHAPED
4. LIQUID LIMIT DEVICE
5. LIQUID LIMIT GROOVING TOOL
6. LIQUID LIMIT GAUGE BLOCK
7. SOIL PESTLE
8. SOIL MORTAR
9. PLASTIC LIMIT SET
10. PORCELAIN EVAP DISH
11. 12X12X3/8 GLASS PLATE
12. ACB PORTABLE BALANCE FOR PI TEST
13. SIEVE SET 1.5" TO #200
14. SIEVE SET PAN
15. SIEVE SET LID

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16. PANS
17. BRUSHES
18. SCOOPS
19. SPOONS

**Asphalt**

1. GYRATOR COMPACTOR
2. MATERIAL HANDLING SCOOP
3. VACUUM PUMP
4. DIGITAL MANOMETER
5. 2 30,000 GRAM SCALES
6. 3 OVENS
7. IGNITION OVEN
8. 2 FLUKE THERMOMETERS
9. SPECIFIC GRAVITY TABLE WITH TANK AND THERMOMETER
10. SE SHAKER
11. SE TEST SET

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Chief Engineer

March 7, 2016

## **NOTICE TO CONTRACTORS**

### **RAMP-UP TIME**

#### **CN 6100112**

Ramp-up time for this Project is 30 Days.

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

If the Contractor elects to commence Work before the end of the ramp-up time, the Contractor shall provide the Project Manager 48-hour written notice of the date elected to commence Project Work.

The Contractor shall not impact traffic within the Project's limits during ramp-up time.

No Progress Payments shall be made to the Contractor during ramp-up time unless for stockpile Bid Items designated in the Notice to Contractors for Stockpile.

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## **NOTICE TO CONTRACTORS**

### **SCHEDULE FORMAT**

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 2014 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction Section 108.3.2.2 – “Bar Graph Baseline Schedule”.

## **NOTICE TO CONTRACTORS**

### **NMDOT REVEGETATION /EROSION CONTROL PLAN** **CN-6100112 ALLISON ROAD RIO PUERCO BRIDGE REPLACEMENT** **CLASS 'A' AND 'C' REVEGETATION REQUIREMENT**

#### **A. Description**

This Work consists of preparing the soil, seeding; mulching, crimping, and the application of tackifier to areas stripped of vegetation during construction operations and are required to be revegetated. For additional information refer to the US Clean Water Act as outlined in the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Plan (SWPPP).

#### **B. Materials**

Provide submittals for all Materials to the Project Manager at a minimum of fifteen days before Work commences. Submittals shall conform to the specifications and the revegetation Plan, and shall be on the Approved Products List.

Before acceptance the Contractor shall provide to the Project Manager Weighmaster certification which confirms that the amount of any bulk materials delivered to the project equals tonnage required for the project per the determined acreage.

All packaged materials delivered to the project shall be wrapped or otherwise securely protected from weather which might affect their integrity. Materials in weather-damaged packaging shall be rejected for use on the project.

Notify Project Inspector when bagged and baled Materials are to be loaded into equipment and provide all containers and bags to the Project Inspector for verification. This shall include but not be limited to seed, fertilizer, and hydro mulch.

Certification for bulk Materials must indicate date and time of sale, cubic volume in yards accompanied by unit weight measure, the source of the compost or rock, project control number and delivery location. Notify Project Inspectors when bulk Materials are delivered so loads may be inspected. Provide Weighmaster and bills of lading for any bulk Materials delivered to the project. This shall include but not be limited to compost mulch, straw, and rock mulch. Documents shall be inked originals with a unique identifying number and the vendors contact information clearly displayed.

Split tickets for delivery to more than one project are not allowed.

All delivery trucks must be within the weight limits legally allowed to use the project access roads.

Project Management may require that straw bales stored on the project work areas be tarped following moisture measuring to prevent further moisture accumulation and no extra payment therefore shall be made.

#### **Temporary Soil Stabilant/Tackifiers**

Soil disturbance shall be kept to the minimum necessary to perform project construction and shall be protected by the application of temporary soil stabilant/tackifier as per Section 603.2.5 and 603.3.3. Temporary soil stabilant and tackifier shall be considered the same and the terms used interchangeably. It shall be applied at a rate of 200 pounds per acre.

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Apply tackifier to all exposed soil areas which have not been actively worked for 14 days. A color additive to assist the Project Manager in confirming uniform application of the product and which will disappear from the surface within 36 hours will be used.

Tackifiers shall be plant-derived and bio-degradable and be composed of either of guar, psyllium (*Plantago ovata*), or starch.

### **Seed**

The Project seed list shall conform to the NMDOT Revegetation Zone and Seed List Maps as published on the NMDOT website at <http://arcg.is/1RHjFkJ>

The Contract shall specify varieties of certified weed-free seed in accordance with New Mexico Seed Law (NMSA 1978, § 76-10-11 et seq.).

Seed submittal shall be a list from a certified seed producer showing the common name, botanical name, pure live seed, total poundage, and NMDOT project control number as per the revegetation/erosion control Plan.

All seed suppliers must be on the Approved Products List and provide documentation that their certifying state agency belongs to the Association of Official Seed Certifying Agencies (AOSCA).

All seed delivered to the project shall be stored in an airtight container protected from rodents and moisture and not subject to temperatures higher than 90 degrees Fahrenheit.

Before seed is loaded into the drill seeder or the hydro-seeder the Inspector must verify that the tag on the seed bag matches the approved submittal and that the date is within the range allowed.

### **Seed Labeling and Certification**

Seal and label each bag in accordance with the Federal Seed Act (7 U.S.C. § 1551 et seq.) and NMDA seed labeling requirements (NMSA 1978, § 76-10-13). Provide the following information on each bag tag for each species:

1. Variety (specify if certified);
2. Kind of seed;
3. Lot number;
4. Purity;
5. Germination;
6. Percentage crop seed, percentage inert, percentage noxious weeds, in accordance with New Mexico Seed Law (NMSA 1978, § 76-10-11. et seq)
7. Origin;
8. Test date; and
9. Weight (in pounds) of this species or percentage of total lot.

Provide seed analysis results that are not older than 12 months prior to use.

Provide to the Project Manager documentation of seed origin and pure live seed content from a certified testing Laboratory. Seed must arrive in the original sealed containers from the Certified Supplier and the Revegetation Contractor must provide all tags and certifications to the Project Manager. Certification must be provided that the seed has been stored in appropriate conditions in the 12 months before arriving at the Project. Each seed bag shall have a unique identifying number and the certified seed Supplier shall maintain records of seed bag identification numbers for a period of three (3) years.

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Calculate the pure live seed using the following equation:

$$PLS = \frac{P \times G}{100}$$

Where, PLS is the pure live seed, P is the percent purity, G is the percent germination (including dormant seed)

### **Fertilizer**

Fertilizer shall be time release with a 3-7-2 analysis (nitrogen, phosphorus, potassium) fertilizer with endomycorrhiza and humates applied at a rate of 1,000 lbs. per acre. Humates must comprise 15% by weight. Endomycorrhiza must be arbuscular with a minimum propagule of 4.8 per gram

Provide fertilizer (specified type and formulation) and Supplier's certification in accordance with the Contract.

### **Hydro Mulch - Bonded Fiber Matrix (BFM) for Class C Seeding**

Hydro mulch shall be Bonded Fiber Matrix (BFM). BFM is a hydraulically-applied blanket that controls soil erosion and accelerates seed germination. BFM is a three-dimensional composite of wood or paper fibers bonded by polymer tackifier that provides high performance erosion prevention on slopes. Dye and tackifier shall be included in the BFM formulation. BFM shall be applied at a rate of 3,500 lbs. per acre.

### **Rock Mulch for Class C Seeding**

Rock mulch shall be ¾ inch to one (1) inch diameter Fractured Face material installed over hydro seeded areas to a depth of one (1) inch thick to aid in erosion control and water harvesting. A sample of the proposed rock mulch must be provided to the Project Manager and Landscape Architect for approval before application.

### **Composted Mulch for Class A Seeding**

Furnish and place composted mulch as shown on the revegetation plan. Composted mulch provider must be registered with or permitted by the New Mexico Environment Department Solid Waste Bureau and must be in compliance with 20 NMAC 9.1.

Compost mulch moisture level on delivery must be between 35 and 45% as measured by contractor-supplied and calibrated moisture probe. Regardless of moisture level Project Manager may require further wetting of compost on delivery to prevent loss of fines and no payment shall be made therefore.

Compost mulch organic matter shall be in the 25% to 100% range.

Before delivering composted mulch, provider shall furnish documentation that includes the following:

1. The raw Materials, by percentage, used in the production of the delivered composted mulch;
2. Daily temperature records for at least 20% of the piles or batches used to produce the delivered composted mulch, illustrating attainment of at least 130°F for at least seven (7) consecutive Days;
3. A Laboratory analysis for criteria shown in Table 632.2.6:1, performed on composted mulch no more than 180 Days prior to composted mulch delivery; and

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4. An affidavit, signed by a responsible company representative, confirming that the composted mulch meets each requirement shown in Table 632.2.6:1, "Material and Operations for Classes of Seeding."

### **Straw Mulch for Class A Seeding**

Do not use rotten or moldy straw. All straw mulch is to be free of noxious weeds as certified by an industry-recognized forage certification authority. Provide bales of straw containing at least 65% by weight 10" herbage or longer. Before acceptance the Contractor shall provide to the Project Manager Weighmaster certification which confirms that the amount of bulk materials delivered to the project equals tonnage required for the project per the determined acreage.

## **C. CONSTRUCTION REQUIREMENTS**

### **Equipment**

All Equipment shall be in good working condition when inspected. All Equipment shall be inspected daily by the operator to confirm equipment is in good working order. An Inspector shall witness the inspection.

If Equipment leaves the project for any reason it shall be re-inspected when returned to the job site.

Disking attachments shall have a minimum 6' carriage with front and rear discs.

Crimping equipment should have a minimum 8' wide carriage.

Skid steer attachments may only be used on confined areas for seeding operations.

Skid steers shall not be used for spreading compost unless in a confined area.

The drill seeder must be calibrated daily to ensure the deck is level to prevent loss of seed, to prevent over-seeding, and to confirm seed is planted at a uniform depth. Calibration procedure must be defined in writing by contractor and included in submittals for approval and inspector use.

Drill seeding Equipment is to be inspected so that drill seed drop tubes are not torn or clogged and hydro-seeding hoses are not worn or leaking. All seed loaded into equipment shall be verified by an Inspector to confirm correct application rates. An Inspector must verify auger in seed bin is rotating and that seed is dropping through drop tubes.

### **Sampling**

The Department may sample and test shipments of seed and fertilizer for compliance with the regulations and requirements of the New Mexico Department of Agriculture (NMDA). A one quart sealed zip lock bag of each material labeled with the material identification and the project control number is to be provided to the NMDOT Landscape Architect for examination and testing. The Department may reject Materials not in accordance with the Contract.

### **Pre-seeding Conference**

A mandatory pre-seeding conference called by the Prime Contractor shall be held on the project ten days before work begins. Attending will be the NMDOT Project Manager or representative, the NMDOT Landscape Architect or representative, the General Contractor or representative, and the Revegetation Contractor. The purpose of the

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meeting is to review areas to be treated to confirm the appropriate class of seeding, to ensure that slopes have been constructed properly and to inspect equipment. Additionally we will inspect off-site yards, pits, and borrow roads for confirmation of their revegetation requirements. Unless a pit release is produced all off-site locations shall be revegetated with either Class A or Class C treatment as per Table 632.3.2.1. Additionally, we will inspect the field conditions and confirm that the project is ready for seeding. Submittals must be provided two weeks prior to the proposed start of work. Any Work done prior to this inspection shall be rejected. The PM and the Contractor shall each dimension the project and agree on the acreage for each class before any materials are ordered or delivered to the project. Measurements must agree with plan submitted in G. Method of Measurement. Work shall not be performed when the ground is frozen or when temperatures are below 32 Fahrenheit. The Prime Contractor shall provide minutes of this meeting for review and approval by the Project Manager and Landscape Architect or representative.

There will be no change in materials or the scope of work after the Contractor begins seeding operations.

For work areas to be considered ready for revegetation they shall be accessible, free of equipment, and no further construction processes occurring which would interfere with seeding operations. No further work or equipment access shall occur on areas which have been revegetated. Areas designated as Class C treatment must have been track-walked to compact and score the slopes prior to revegetation. Slopes which have eroded or otherwise degraded may need to be re-graded before revegetation.

The Prime Contractor shall have the jobsite ready when the revegetation sub-contractor arrives to perform seeding operations. The Prime Contractor shall coordinate with the revegetation sub-contractor on a daily basis for traffic control relating to work areas and delivery of materials. The Prime Contractor and revegetation sub-contractor shall agree on quantities for payment before work commences. The Prime Contractor shall maintain a minimum 12' access to all revegetated areas for use by revegetation subcontractor until revegetation work is complete.

### **Seeding Classes**

Provide the various classes and the Material and operations for each class in accordance with Table 632.3.2:1, "Operations Sequence for Classes of Seeding."

**Table 632.3.2:1  
 Operations Sequence for Classes of Seeding**

Operation	Seeding Class	
	A	C
Disk seed bed to 4"	X	—
Apply fertilizer by broadcast, disk to 4"	X	—
Scarify soil surface vertically to slope	—	X
Apply 1" compost mulch, disk to 4"	X	—
Hydro apply seed, fertilizer, dye, tackifier	—	X
Scarify seeded areas horizontally to slope	—	X
Drill seed	X	—
Straw crimp; apply tackifier, dye	X	—
Hydro mulch; apply tackifier, dye	—	X
Rock Mulch	—	X
Note: No seeding shall be performed on frozen ground		
Key:		
X = required		

The Department defines the seeding classes as follows:

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

**Narrow Areas or Areas Inaccessible to Drill Seeding Equipment**

Any areas less than 3:1 in slope requiring revegetation which are less than eight (8) ft. wide or are inaccessible to drill seeding equipment shall use the following procedure and payment is to be made at the Class A rate.

Disk soil to a four (4) inch depth with one (1) inch of incorporated compost mulch and fertilize as per Class A treatment. A skid steer with attachments may be used.

A hydro seeder shall then be used to apply the seed, dye, tackifier, and hydro mulch in two (2) steps as described below.

Step one (1) is seed, dye, and tackifier applied to the newly-disked soil. Step two (2) is an application of NMDOT-approved bonded fiber mulch with tackifier applied in two (2) coats from opposing directions at rate of 2,500 lbs. per acre.

**Revegetation of Areas outside the Project**

Revegetation of all disturbed off-site locations will be as per Sec. 104.7 and 107.18 and the appropriate class of seeding will be used for the terrain. Sec. 632 revegetation procedures will be followed for all public lands and private lands affected by the construction.

The Contractor must provide a pit release at the pre-seeding conference for each and every off-site location or revegetation will be required. Other agency seed lists may take primacy as per the environmental clearance document.

The Contractor shall provide documentation of the treatment used and notify Project Management when the work is being done so Inspectors may be present. The Project Manager shall have at the pre-seeding meeting documentation of all pits, contractor yards, etc. approved for use on the project.

**Schedule of Materials for Class A Seeding**

<b>CLASS A REVEGETATION MATERIALS PER ACRE</b>				
<b><u>TACKIFIER</u></b>	<b><u>COMPOST MULCH</u></b>	<b><u>SEED</u></b>	<b><u>STRAW</u></b>	<b>FERTILIZER</b>
200 lbs.	134 cubic yards	per revegetation zone list	2 tons	1000 lbs.

**Schedule of Materials for Class C Seeding**

<b>CLASS C REVEGETATION MATERIALS PER ACRE</b>			
<b><u>HYDRO MULCH WITH TACKIFIER</u></b>	<b><u>SEED</u></b>	<b><u>ROCK MULCH</u></b>	<b><u>FERTILIZER</u></b>
3,500 lbs.	per revegetation zone list	200 cubic yards	1,000 lbs.

**D. Materials Certifications**

Provide all certifications for required material to the Project Manager before the project begins.

**Seedbed Preparation for Class A Seeding**

Add 1" of compost mulch as specified by disc, harrow, or chisel to a depth of four (4) inches. Excessive depth of compost mulch will not be allowed.

All compost mulch must be incorporated in the seedbed.

Till across the slope, along the contour. Do not till the seedbed if the moisture content of the soil is outside the limits recommended by the seed Supplier for planting, or the ground is in a non-tillable condition.

Do not prepare more seedbed area on which the entire seeding operation can be applied before the surface crusts or loses seed and fertilizer to erosion. If erosion or crusting occurs, perform seedbed preparation again.

After seed bed preparation and before drill seeding commences all rocks larger than 4" in diameter shall be removed from the seed bed and no payment shall be made therefore.

**Scarification for Class C Seeding**

Prior to performing seeding operations all weed species which may have grown in areas to be seeded and will

## Notice to Contractor

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interfere with the seed and mulch making contact with the soil shall be removed and no extra payment made therefore.

Class C areas slopes are to be scarified or roughed up by chain harrow or raking in a vertical slope direction immediately before hydro-seeding and again horizontally across the slope following hydro-seeding so that seed has good adherence to the surface and soil cover.

Following scarification of the slopes all rocks larger than 4" in diameter shall be removed from the hydro-seed bed and no payment shall be made therefore.

### **Class C Slopes**

Class C slopes in excess of 50' of run (distance from toe to crest) shall have a 7 to 8' wide horizontal terrace every 50' of run to prevent rill erosion. Each terrace shall a cross slope of no more than 3% towards a Class G plated drainage run-down at either or both ends as needed to protect the slope. A 20' wide access area for rock slinging equipment shall be provided during construction along the entire toe of the slope. If right of way allows this lower access area may be permanent following construction. If access is constrained during or after construction a temporary 20' wide access must be constructed for revegetation access during the project.

### **Fertilizer for Class A and Class C Seeding**

Fertilizer bags shall be examined before use to confirm correct analysis and content. Notify Project Inspector when bags are to be loaded into machines and all bags shall be collected and counted confirming correct amounts used.

Apply the fertilizer uniformly to the prepared seedbed. Class A will be broadcast and Class C will be hydro-applied. Mix fertilizer in the hydro-seeder for a minimum of five minutes before applying.

### **Compost Mulch for Class A Seeding**

The Contractor shall wet down compost mulch so that wind loss is kept to a minimum. Stockpiles should be less than six (6) ft. tall and oriented perpendicularly to the prevailing winds to prevent wind loss.

The Inspector shall verify the moisture after unloading 1/3 of the load. The Contractor shall provide a suitable organic matter moisture measuring probe capable of measuring up to 65% moisture content. The device shall be the property of the Contractor and no extra payment therefore shall be made. The device must be capable of calibration and must be re-calibrated for each project.

Regardless of the compost mulch moisture content project management may require further wetting of compost mulch at delivery to prevent loss through wind. No extra payment shall be made therefore.

The Inspector shall verify the load is full before unloading by climbing up on the trailer to confirm the material is up to the front of the trailer. Indications of a short load are gaps at the front of the truck, overloading at the back of the truck, and slip staining of the material from the original loading line.

### **E. Seeding Operations for Class A and Class C Seeding**

Uniformly apply the seed mix at a rate in accordance with the Contract. Do not drive vehicles or other Equipment on seeded areas. The Contractor is responsible for protecting work until acceptance.

A test strip of each class of seeding shall be provided by Contractor before commencing general seeding. Each

## Notice to Contractor

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test strip shall measure no less than 1,000 square feet in a configuration which works for the equipment and the site, shall be at a location of the Contractors choosing within the project, and shall be done as per specifications with an Inspector and the Landscape Architect or representative present.

Upon acceptance of the test plot the Contractor may proceed with seeding operations. If a test strip is rejected, a subsequent test strip shall be constructed for approval in the same location after regrading. Additional compost mulch will not be required on subsequent test plots in the same location. The Contractor shall not proceed to full seeding operation until an acceptable test strip has been produced. Payment will only be made for accepted test strips and shall be made under appropriate class of seeding.

The Contractor shall coordinate with Project Management prior to starting seeding operations to ensure than an Inspector is present at all times. No work is to be performed without the presence of an Inspector.

Once seed is installed on a given project area all operations to complete that class of seeding for that area must be completed the same day.

If rainfall or some other factor prevents the Contractor from seeding to the specified depth on prepared surfaces, the Contractor shall prepare the seedbed and apply seed again, at no additional cost to the Department.

### **Hydro seeding for Class C Seeding**

Seed is to be applied in slurry with fertilizer, dye, and tackifier. All Materials loaded into equipment shall be verified by NMDOT Project Inspectors to confirm correct application rates. Mix all materials for a minimum of five minutes before application or as per manufacturer's recommendation.

### **Hydro mulching for Class C Seeding**

Hydro mulching is to be applied in two sweeps from opposing directions to ensure coverage is complete. Dye and tackifier are to be included in slurry so that Project Inspectors can confirm coverage. Mulch must be applied the same day as the seed to protect seed. All Materials loaded into equipment shall be verified by NMDOT Project Inspectors to confirm correct application rates. Mix all materials for a minimum of five minutes before application.

Contractor shall provide Project Management a laminated color reference card from the BFM manufacturer showing a close-up reference photograph of their product installed at the rate of 3,500 LBS/Acre.

### **Straw Mulching for Class A Seeding**

Do not perform mulching when wind velocity exceeds 15 mph.

Spread the straw mulch uniformly over the area either by hand or with a mechanical mulch spreader. Hand-spreading of straw mulch shall only be done in confined areas inaccessible to equipment. If spreading by hand, tear apart the bales of mulch and fluff it before spreading.

Spread straw mulch for seeding with a mechanical mulch spreader. Anchor or tack the mulch with an approved tackifier. Use the Materials and rate of application recommended by the manufacturer. The tackifier shall be incidental to the seeding.

When the mechanical anchoring method (crimping) is impractical due to steep slopes or rocky areas and when approved by the Project Manager straw mulch anchoring may be performed with tackifier at specified rates.

Ensure that the rate of application of straw mulch is at least two (2) tons of air-dry straw per acre. The Inspector shall verify the total tons per acre of straw required per acre.

Ensure that straw mulch crimping is at least two (2) inches deep and do not cover it with excessive amounts of soil. Perform mulch anchoring across the slope where practical, with no more than two (2) passes of the anchoring

## Notice to Contractor

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Equipment. Straw shall be evenly distributed over entire bedding area with no bare areas showing or areas with straw deeper than 4" in depth before crimping.

Anchor crimped straw mulch with an approved tackifier and green dye at a rate of 200 lbs. per acre.

When the revegetation work is being done between March 1 and October 31 the Contractor shall verify straw bale moisture content with a straw bale moisture meter with an eight (8) inch minimum length probe for the duration of the project. An Inspector must be present and record this test. The moisture meter shall remain the property of the Contractor following project completion and the testing shall be considered incidental to the project. The moisture meter must be capable of being calibrated and must be calibrated for this project. Each bale must be tested to confirm that the bale interior moisture content is no greater than 20%. Any bales with moisture above this level shall be rejected and removed from the project. Higher levels of moisture may indicate the presence of mold and the risk of spontaneous combustion.

### **Rock Mulch**

The finished rock mulch surface must be smooth and uniform maintaining the original flow lines, slope gradients, and contours of the job. Rock mulch must be applied in a fashion not to tear up or damage the hydro mulch when being placed. Methods and means of rock mulch installation are not specified and may vary as per access. All care must be taken to protect the underlying hydro-mulch while installing rock mulch.

### **F. Contractors Warranty of Work**

A 30 Day inspection of straw mulch mechanical crimping and tackifier application following completion must indicate a minimum of 90% of the original mulch still in place. Areas not meeting this criterion must be re-mulched and tackifier applied to meet the 90% standard. Allowance shall be made for exceptional SWPPP-recorded water or wind events which may have occurred during the 30-day time period. Areas damaged by non-project vehicles in non-protected areas following completion of work will be excluded from this provision.

### **G. METHOD OF MEASUREMENT**

The Department shall field measure slopes using a GPS-enabled device. If requested the Contractor shall provide a GPS measuring device to Project Management for the purposes of measuring the job and no extra payment therefore will be made. Project Management and the Contractor shall agree on total measurement by class of seeding before work begins.

The Contractor shall submit for approval a digital to-scale printable revegetation plan indicating each area by the class of seeding which is to be used as per Table 632.4.3:1 'Operations Sequence for Classes of Seeding'. An accompanying table to the plan shall be submitted showing the amount of each material apportioned for each area on the project and the acreage of that sub-area. Included in the plan shall be all off-project areas requiring revegetation. Acreage measured immediately before revegetation commences shall serve as the final quantity for each class of seeding and may vary from the quantity in the bid plans.

### **H. Work Included in Payment**

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

- A. Tackifier for straw mulch;

Notice to Contractor

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- B. All compost mulch and fertilizer Materials and related work;
- C. Rock for rock mulch;
- D. Seeding of the areas occupied by the Contractor for campsites, office, plant sites, Equipment parking, service; areas, areas stripped of native vegetation through unnecessary or improper construction practices by the Contractor, and any fertilizing; and
- E. Moisture probe for straw bales and compost mulch;
- F. Weed removal prior to seed operations;
- G. Tarping straw bales on the project;
- H. Revegetation plan;
- I. GPS measuring device;
- J. Removal of all rock and debris above 4" in diameter in or on seedbed;



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## **NOTICE TO CONTRACTORS**

### **Additional Named Insured**

**CN 6100112**

Per the 2014 Edition of the New Mexico Department of Transportation Standard Specifications Section

107.25.4 - "Department as Additional Insured" the successful Bidder shall name the City of Gallup 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 - "Failure to Execute 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

### Approved Products List

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

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

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

As used in this Notice to Contractors, "product" means any manufactured item, material, traffic operational device or other feature used in the maintenance or construction of a NMDOT Project. All products must meet requirements in accordance with the 2014 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction.

Approval to use a non-APL product will not be granted by the Project Manager. If a non-APL product is used the Contractor shall remove any non-APL product. Removal and replacement will be made at the sole expense of the Contractor if a non-APL Product is used. Any disruption to the Project schedule related to the Contractor's use of a non-APL Product is solely the Contractor's responsibility and no additional Contract Time will be granted.

Products defined in NMDOT Administrative Directive ("AD") 206, 4.08 (a-g) are not required to be on the APL. The product evaluation engineer makes the determination on which products meet the criteria in AD 206 4.08 (a-g).

Products not on the APL and not exempted by AD 206 4.08 (a-g) will be evaluated consistent with the processes described in the above hyperlink.

## NOTICE TO CONTRACTORS

### Buy America

The following clarifies the 2014 Edition of the New Mexico Department of Transportation's (NMDOT) Standard Specifications for Highway and Bridge Construction Section 106.12 - "Preference for Domestic Materials" which requires the Contractor to provide Materials that comply with the Buy America requirements in 23 CFR § 635.410.

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

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

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

## NOTICE TO CONTRACTORS

### Electronic Data Files

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

Providing electronic data files under this NTC does not alter the Bidder's obligations found in the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 102.7 - "Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work".

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

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

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

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

1. Centerline Alignment Files ("CAF"), including horizontal and vertical alignment files for all alignments referenced in the plans; and,
2. Portable Document Format ("PDF") copies of the sealed plan set.

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

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

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

Chief Engineer  
May 3, 2015

## NOTICE TO CONTRACTORS

### Chief Engineer

Requests for Contract interpretation shall be directed in writing to the Chief Engineer in accordance with the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 102.7 - "Examination of Contract, Plans, Specifications, Special Provisions, and Site of Work".

The contact information for the Chief Engineer is as follows:

[chief.engineer@state.nm.us](mailto:chief.engineer@state.nm.us)

PSE  
May 3, 2015

## NOTICE TO CONTRACTORS

### Electronic Data Files

The New Mexico Department of Transportation ("NMDOT") will not provide electronic data files in accordance the NMDOT's 2014 Edition of the Standard Specifications for Highway and Bridge Construction, Section 801.1.2 - "Department-Supplied Documents and Services" for this Project as no electronic survey data exists for this Project.

## NOTICE TO CONTRACTORS

### Environmental and Archaeological Approvals for Pit Areas

In addition to the requirements contained in the 2014 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction Section 107.14.1 – "Environmental and Cultural Resource Studies and Approvals" the Contractor shall coordinate pit activity with the NMDOT in order to facilitate government-to-government tribal consultation, excluding commercial pits with affected tribes. The listing of affected tribes can be obtained from the following link:

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

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

## NOTICE TO CONTRACTORS

### ET-PLUS & ET-31 Removed from Approved Products List

The New Mexico Department of Transportation, removed the ET-Plus and ET-31 guardrail end terminal sections, manufactured by Trinity Highway Products, LLC from the approved products list ("APL"). These products shall not be installed on New Mexico roadways.

The Bidder's Bid Item Unit Price for the Project shall be deemed to rely on the use of the alternate products listed on the APL.

## NOTICE TO CONTRACTORS

### Federal Requirements

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

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

#### I. TITLE VI

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

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

#### Statutory/Regulatory Authorities

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

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

#### General Assurances

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

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

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

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

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

For further information, contact the Title VI coordinator for the NMDOT through the following link:

<http://dot.state.nm.us/en/OEOP.html#f>.

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

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

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

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

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

### Terms and Definitions

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

### Pre-Award Procedures

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

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

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

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

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

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

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

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

includes the names, addresses and telephone numbers of DBEs that were considered, a description of the information provided regarding the construction plans and specifications for the Work selected for subcontracting or requirements of Work, and evidence as to why additional agreements could not be reached for DBEs to perform the Work; and,

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

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

### Post-Award

#### Counting DBE Participation Toward Goals

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

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

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

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

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

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

#### DBE Trucking

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

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

4. The DBE may also lease trucks from a non-DBE, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
7. For purposes of this DBE trucking section a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### DBE Supplying Materials

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

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

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

3. With respect to Materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees and commissions charged for assistance in the procurement of the Materials and supplies, or fees or transportation charges for the delivery of Materials and supplies required on a job site, toward DBE goals, provided the NMDOT determines the

fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the Materials or supplies themselves is not creditable toward DBE goals.

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

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

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

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

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

Provided that good cause does not exist if the Contractor seeks to terminate a DBE it relied on to obtain the Contract so that the Contractor can self-perform the Work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE after Contract Award.

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

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

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

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

#### Record Keeping Requirements

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

#### Compliance Procedures

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

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

deficiencies are not corrected, NMDOT will initiate administrative action against the non-compliant party or parties, which may include but not be limited to:

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

### **III. SUBCONTRACTOR PROMPT PAYMENT PROVISIONS**

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

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

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

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

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

The Contractor shall have good cause for any failure to fully or partially provide prompt payment for Accepted Work. The NMDOT determines good cause. Good cause recognized by the NMDOT to excuse a

failure to promptly pay includes, but is not limited to, a claim concerning the Subcontractor's or Supplier's Work, failure to provide certified payrolls, and other required Project documentation. The amount withheld cannot exceed the amount in dispute between the Contractor and Subcontractor or Supplier.

The Contractor has the burden to support the Contractor's assertion of good cause. If the failure to fully or partially provide prompt payment is based on a claim, the Contractor shall submit a verifiable explanation and/or proof of the claim between the parties to the Project Manager.

#### Retainage

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

#### Cross-Project Offsets

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

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

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract

- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
  - X. Compliance with Government-wide Suspension and Debarment Requirements
  - XI. Certification Regarding Use of Contract Funds for Lobbying

## GENERAL

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

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

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

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

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

## II. NONDISCRIMINATION

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
  - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
  - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiedly minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms,

washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided; That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract

shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

## 3. Payrolls and basic records

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

b.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is

responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

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

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

#### VIII.FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **V. SUPPLEMENTAL EEO REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

The most current participation goals for minorities and females can be found at [http://www.dol.gov/ofccp/TAguides/TAC\\_FedContractors\\_JRF\\_QA\\_508c.pdf](http://www.dol.gov/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf) and are:

New Mexico:

160 Albuquerque, NM:

SMSA Counties.

0200 Albuquerque, NM-38.3%

NM Bernalillo; NM Sandoval.

Non-SMSA Counties-45.9%

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

Goals for females:

Nationwide goal-6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

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

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

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

#### SOUTHWEST and ROCKY MOUNTAIN REGION

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

Regional Director: Melissa L. Speer

Deputy Regional Director: Aida Collins

Regional Outreach Coordinator: E. Michelle Hernandez

#### Contact Information:

U.S. Department of Labor for OFCCP  
Federal Building, Room 840  
525 South Griffin St.  
Dallas, TX 75202  
(972) 850-2550  
(972) 850-2552 (Fax)  
(877) 889-5627 (TTY-National Office)  
Pre-Award Email Address: OFCCP-SW-PreAward@dol.gov  
For Complaints: OFCCP-SW-CC4@dol.gov

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

## **VI. INDIAN PREFERENCE**

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

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

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

[http://dot.state.nm.us/content/dam/nmdot/planning/Tribal\\_Contact\\_Listing.pdf](http://dot.state.nm.us/content/dam/nmdot/planning/Tribal_Contact_Listing.pdf)

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

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

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

<http://dot.state.nm.us/en/OEOPFormsManuals.html#OTJforms>.

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

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

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

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

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

## **VIII. WAGE RATES**

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

## **IX. LABOR REPORTING AND SUBMISSION OF WEEKLY PAYROLLS**

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

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

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

- B2GNow software
- LCPtracker software

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

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

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

LCPtracker - (Labor Compliance Program Tracker) is a web-based software program used to collect, verify and manage prevailing wage certified payrolls and related labor compliance documentation for Contractors and Subcontractors on federal-aid Projects. Information related to the use of the software is available at <https://lcpprod.lcptracker.net/>.

On all Projects, the Contractor shall submit and shall ensure all Subcontractors submit weekly payroll information into the LCPtracker software program.

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

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

## **X. TITLE VI Assurances Appendix A and E**

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

### **Appendix A of the Title VI Assurances**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the New Mexico Department of Transportation (NMDOT), or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the New Mexico Department of Transportation (NMDOT) will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NMDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the NMDOT to enter into any litigation to protect the interests of the NMDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Appendix E of the Title VI Assurances

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

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*)

## NOTICE TO CONTRACTORS

### New Mexico Employees Health Coverage

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

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

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

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

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

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

## **NOTICE TO CONTRACTORS**

### **Gross Receipts Tax**

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

## **NOTICE TO CONTRACTORS**

### **Office of Inspector General**

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

The NMDOT’s OIG shall be provided access to all documents associated with the Project per the 2014 Edition of the NMDOT’s Standard Specifications for Highway and Bridge Construction, Section 107.28 - “Contractor Records”.

### **To Report Fraud, Waste & Abuse**

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

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

#### **The New Mexico Fraud Against Taxpayers Act:**

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

### **To Report Bid Rigging Activities**

**1-800-424-9071**

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

## **NOTICE TO CONTRACTORS**

### **Patents On Milling Equipment and Milling Operations**

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

**Chef Engineer  
May 3, 2015**

## **NOTICE TO CONTRACTORS**

### **Professional Services**

The following has been added to the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for highway and Bridge Construction Section 101.4 – "Terms and Definitions".

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

Traffic  
May 3, 2015

## NOTICE TO CONTRACTORS

### Quality Standards for Traffic Control Devices

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

## NOTICE TO CONTRACTORS

### Return of Lobbying Disclosure

#### Pre-Award

This Project is Federal-aid funded. Per 49 C.F.R. § 20.105 and 31 U.S.C. 1352 the Bidder is prohibited from using Federal-aid funds for certain lobbying activities. In addition to this prohibition, the Bidder is required to certify that no Federal-aid funds have been or will be used for such lobbying activities. The Bidder makes this certification through the submission of its Bid with its digital id. The terms and conditions of the certification appear in the Notice to Contractors (“NTC”) titled “Federal Requirements” in the section called “Required Contract Provisions Federal-aid Construction Contracts and Supplements (FHWA-1273)” in subsection “XI Certification Regarding Use of Contract Funds for Lobbying”.

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

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

#### Post - Award

At the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any Disclosure previously submitted the Contractor shall immediately submit an updated Disclosure to the Project Manager.

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

1. Add the NTC titled “Federal Requirements” in all subcontracts at any tier. The inclusion of the NTC ensures that the terms and conditions of the certification are incorporated into the Subcontract at any tier;
2. If any funds other than Federal-aid funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Project require its Subcontractors at any tier to complete and return the Disclosure with its permission to subcontract request form A-1086; and
3. Require its Subcontractors at any tier to submit an updated Disclosure to the Contractor at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any Disclosure previously submitted

by the Subcontractor. The Contractor shall immediately submit the same to the Project Manager.

Per 31 U.S.C.A. § 1352 (d)(1)(A)(C)(2) exclusions exist regarding the requirements of this lobbying certification and completion of Disclosure. Some of the applicable exclusions are:

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

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

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

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____		
<b>4. Name and Address of Reporting Entity:</b> Prime awardee _____ Sub Tier _____, if known:	<b>5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:</b> _____			
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____			
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____			
<b>10. a. Name and Address of Lobbying Entity</b> address if (if individual, last name, first name, MI): _____	<b>b. Individuals Performing Services</b> (including different from No. 10a) (last name, first name, MI): _____			
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. _____ <input type="checkbox"/> e. _____			
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b> _____			
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes,</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>			Yes,	No
Yes,	No			
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____	Date: _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form 111 (Rev. 7-97)		

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

## NOTICE TO CONTRACTORS

### Specialty Items

To clarify the definition of Specialty Items in the 2014 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 101.4 - "Terms and Definitions":

All Technician Training and Certification Program requirements for testing of Materials are Specialty Items.

Specialty Item Work will not be counted towards the Contractor's obligation to perform 40% of the Work with its own forces as noted in Standard Specifications, Section 108.1 – "Subcontracting".

The Contractor shall obtain the Project Manager's approval to Subcontract Specialty Items prior to starting Work.

Subcontractors performing Specialty Item Work are not required to be prequalified.

## **Federal Wage Rates**

General Decision Number: NM160051 01/08/2016 NM51

Superseded General Decision Number: NM20150051

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties 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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUNM2011-005 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Cibola, Ria Arriba.....	\$ 14.27	0.44
Guadalupe, Los Alamos, Colfax, Harding, Guay, Taos, Union.....	\$ 13.84	0.44
McKinley.....	\$ 13.51	0.44
Mora.....	\$ 14.44	0.44
San Miguel.....	\$ 13.93	0.44
CEMENT MASON/CONCRETE FINISHER		
Cibola.....	\$ 15.58	0.26
Colfax, Guadalupe, Harding, Los Alamos, McKinley, mora, Quay, Union.	\$ 15.07	0.26
Rio Arriba, San Miguel.....	\$ 15.58	1.54
Taos.....	\$ 14.98	0.26
ELECTRICIAN (Including Traffic Signal Installation).....	\$ 24.66	8.56

## HIGHWAY/PARKING LOT STRIPING:

Includes Highway Line/Parking  
Lot Line Striping and Line  
Striping Truck Driver

Cibola.....	\$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35

INSTALLER: (Guardrails,  
Handrails and Signs)

Cibola.....	\$ 12.35	0.35
Colfax.....	\$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37	0.35
Quay.....	\$ 12.00	0.35

## IRONWORKER, REINFORCING/REBAR

Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03

IRONWORKER, STRUCTURAL.....	\$ 21.77	6.03
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## LABORER

Asphalt Raker.....	\$ 14.39	0.35
Common or General		
Cibola.....	\$ 12.27	0.35
Colfax.....	\$ 9.60	0.35
Guadalupe, Los Alamos.....	\$ 11.83	0.35
Harding.....	\$ 11.57	0.35
McKinley.....	\$ 11.22	0.35
Mora.....	\$ 11.34	0.35
Quay.....	\$ 12.15	0.35
Rio Arriba.....	\$ 12.28	0.35
San Miguel.....	\$ 12.56	0.35
Taos.....	\$ 12.61	0.35
Union.....	\$ 10.89	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15	0.99
McKinley.....	\$ 11.66	0.35
Quay.....	\$ 12.21	0.26
Grade Checker.....	\$ 14.67	1.60
MasonTender-		
Brick/Cement/Concrete		
Cibola, Colfax,		

Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union.....	\$ 13.04	1.78
Rio Arriba.....	\$ 13.33	1.97
Pipelayer.....	\$ 16.99	0.35

PAINTER (Brush, Roller and Spray)

Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union.....	\$ 15.06	0.44
McKinley.....	\$ 14.15	0.44

POWER EQUIPMENT OPERATOR:

Asphalt/Concrete Paver, Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe		
Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.97	0.26
Quay.....	\$ 14.89	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29	0.26
Piledriver		
Cibola, Colfax,		

Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union....\$ 15.87	0.26
McKinley.....\$ 14.95	0.26
Quay.....\$ 15.99	0.26
Roller (Asphalt and Dirt)	
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....\$ 14.39	0.98
McKinley.....\$ 16.49	0.26
Quay.....\$ 14.74	0.26
Rotomill.....\$ 15.80	0.26
Scraper.....\$ 15.91	0.26
Screed.....\$ 15.96	0.26
Tractor.....\$ 16.84	0.26
Trencher.....\$ 16.26	0.26
TRUCK DRIVER	
Distributor.....\$ 13.56	0.26
Dump Truck	
Cibola, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....\$ 14.75	0.26
Colfax, San Miguel.....\$ 13.24	0.26
McKinley.....\$ 13.15	0.26
Quay.....\$ 15.20	0.26
Flatbed Truck	
Cibola.....\$ 12.71	0.26
Colfax, Guadalupe, Harding, Los Alamos, Mora, Taos, Union.....\$ 13.27	0.26
McKinley.....\$ 13.55	0.26
Quay, San Miguel.....\$ 13.30	0.26
Rio Arriba.....\$ 12.95	0.26
Pickup and Pilot Car.....\$ 12.74	0.26
Semi-Trailer Truck.....\$ 16.58	0.26
Tractor Haul Truck.....\$ 14.00	
Water Truck.....\$ 13.13	0.26

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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## State Wage Rates



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

### Wage Decision Approval Summary

1) Project Title: Allison Road Rio Puerco Bridge Reconstruction  
 Requested Date: 08/08/2016  
 Approved Date: 08/08/2016  
 Approved Wage Decision Number: MC-16-1444-A

#### Wage Decision Expiration Date for Bids: 12/06/2016

2) Physical Location of Jobsite for Project:  
 Job Site Address: Allison Road  
 Job Site City: Gallup  
 Job Site County: McKinley

3) Contracting Agency Name (Department or Bureau): City of Gallup  
 Contracting Agency Contact's Name: Frances Rodriguez  
 Contracting Agency Contact's Phone: (505) 863-1334 Ext.

4) Estimated Contract Award Date: 11/01/2016

5) Estimated total project cost: \$4,380,000.00  
 a. Are any federal funds involved?: No  
 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?: Roadway

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$4,380,000.00	This project consists of bridge replacement and realignment of the roadway in the project area. The work for the realignment includes earthwork, curb and gutter, sidewalk, asphalt placement, storm drainage and other improvements.

# TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2016

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

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



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

## PUBLIC WORKS PROJECT REQUIREMENTS

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

### Contracting Agency

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

### General Contractor

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

### Subcontractor

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



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- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

### **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

### **CONTACT INFORMATION**

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

CITY OF GALLUP

**PROPOSAL FORM FOR CONTRACT**

Formal Bid No. 1625

Allison Road Bridge Reconstruction Project:

Proposal of \_\_\_\_\_ (hereinafter called the bidder), a corporation, organized and existing under the laws of the State of New Mexico, a partnership or an individual doing business as

\_\_\_\_\_ to the City of Gallup (hereinafter called the Owner).

Ladies and Gentlemen: The bidder in compliance with your invitation for bids for the above-named project, has examined bidding documents and the site of the proposed work, and being familiar with all of the existing building and conditions surrounding the construction of the proposed project, including the availability of materials and supplies and to construct the project in accordance with the contract documents within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part, including any applicable building permit or other fees.

**Bid Security:** Shall be submitted with the bid and made payable to the owner in the amount of five percent (5%) of the bid sum. Security shall be by cash, certified or cashier's check or a bid bond prepared on a form acceptable to the owner, issued by a surety licensed to do business in the state where the project is located. The Owner will retain these securities for 45 days or until a contract has been entered into, whichever is shorter. Should the low bidder refuse to enter into a contract, the owner will retain his security as liquidated damages, not as a penalty. If the lowest bidder fails to enter into a contract, then the next lowest bidder will be considered as the lowest bidder.

**Performance and Payment Bond:** In addition, the successful bidder shall execute a performance bond and a payment bond each with a corporate surety authorized to do business in the State of New Mexico and said surety to be approved in Federal Circular 570 as published by the U.S. Treasury Department, each in the sum of 100% of the total bid price, within Fifteen (15) days of Notice of Award.

**Liquidated Damages:** Liquidated damages in the amount of \$500.00 per day shall be assessed for every calendar day past the stated completion date.

**Taxes:** The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment.

Bidder hereby agrees to commence work under this contract on the date specified in the Notice to Proceed. Bidder shall provide a certificate of insurance in compliance with the State of New Mexico Construction Industries Division rules and regulation and the terms of this bid. If required by law, bidder shall provide evidence of Workmen's Compensation Insurance

Wages will be paid in accordance with the State of New Mexico wage rates as required by statute.

**ADDENDA: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS:**

AMENDMENT No. 1: Initials \_\_\_\_\_ Date \_\_\_\_\_  
AMENDMENT No. 2: \_\_\_\_\_ Date \_\_\_\_\_  
AMENDMENT No. 3: \_\_\_\_\_ Date \_\_\_\_\_  
AMENDMENT No. 4: \_\_\_\_\_ Date \_\_\_\_\_  
AMENDMENT No. 5: \_\_\_\_\_ Date \_\_\_\_\_  
AMENDMENT No. 6: \_\_\_\_\_ Date \_\_\_\_\_

FAILURE TO ACKNOWLEDGE RECEIPT AS PROVIDED ABOVE MAY BE SUFFICIENT GROUNDS FOR DISQUALIFICATION OF THE BIDDER AND REJECTION OF HIS PROPOSAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BECOME FULLY ADVISED OF ALL ADDENDA PRIOR TO SUBMITTING A BID.

**Bidder's Checklist of Required Documents**

- Proposal Form for Contract (2 Pages), Pages BP-1 TO BP-2
- Acknowledge Receipts of Amendments (if any), Page BP-2
- Bidder's Qualification Statement, Pages BP-3 to BP-4
- Subcontractor's Listing (1 Page, attach additional pages if needed), Page BP-5
- Unit Price Bid Proposal, Pages, BP-6 to BP-8
- Bid Bond (5%) (2 Pages), BP-9 to BP-10
- Bidders must include a Copy of New Mexico Resident Contractors Certificate or New Mexico Resident Veteran Contractors Certificate (if applicable, to qualify for application of State Preference to the bid) plus the NM Resident Veteran Certification Form on Page BP-11.
- Affidavit of Bidder
- Non-Debarment Certification
- Pay Equity Acknowledgement (Executive order 2009-049)
- Disadvantaged Business Enterprise ("DBE") Goal Form A-585



b. List your construction experience in projects similar to this project:

8. List name and construction experience of the principals in your organization, including officers:

9. List the states and categories of construction in which your organization is legally qualified to do business:

10. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference:

a. A surety: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. A bank: \_\_\_\_\_  
CREDIT AVAILABLE: \$ \_\_\_\_\_

c. A major material supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Bidder: \_\_\_\_\_  
(Print or Type Name of Bidder)

By: \_\_\_\_\_

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

Seal of Corporation

**SUBCONTRACTOR LISTING**  
**Formal Bid No. 1625**

The Subcontractor Listing Threshold for This Project Is \$5,000, And Attached to The Bid in Compliance with 13-4-32 Thru 13-4-43 NMSA 1978, Together with The City or County Location of Their Place of Business Listed. The Following Subcontractors Will Work On the Construction of the Project If My Proposal Is Accepted. List only one Entry for each category of work as defined by Contractor.

Bidder Represents That He Is Licensed and Qualified to Perform 100% Of The Category of Work for Which No Subcontractor Is Listed. D.W.S. Registration Number Required If Amount of Work Exceeds \$60,000.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/County: \_\_\_\_\_ State: \_\_\_\_\_  
Work to be Performed: \_\_\_\_\_  
Amount (\$): \_\_\_\_\_  
License No.: \_\_\_\_\_  
DWS Registration No. \_\_\_\_\_

-No Contractor whose Proposal is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original Proposal without the consent of the using agency.

-No Contractor whose Proposal is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original Proposal did not designate a Subcontractor unless:

(1) the Contractor fails to receive a Proposal from a category of work. Under such circumstances, the contractor may subcontract. The Contractor shall designate on the listing form that **no Proposal was received** or;

(2) the Contractor fails to receive more than one Proposal for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that **only one Subcontractor's Proposal was received**, together with the name of the Subcontractor. This designation shall not occur more than one time on the Subcontractor list.

**ADDITIONAL COPIES MAY BE MADE IF NECESSARY**

**UNIT PRICE BID PROPOSAL**  
**Allison Road – Rio Puerco Bridge Reconstruction**  
**CONTROL NUMBER: C6150942**  
**CONTROL NUMBER: C6141034**  
**CONTROL NUMBER: C6151029**  
**CONTROL NUMBER: 6100112**  
**FORMAL BID NO. 1625**

NO.	ITEM	UNIT	QTY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	LS	LS		
203000	UNCLASSIFIED EXCAVATION	CU YD	38860		
203100	BORROW	CU YD	49800		
206000	UNSUITABLE MATERIAL EXCAVATION	CU YD	50		
207000	SUBGRADE PREPARATION	SQ YD	16570		
210000	EXCAVATION AND BACKFILL FOR MAJOR STRUCTURES	CU YD	5354		
213000	OBLITERATING OLD ROAD	MILE	0.23		
303000	BASE COURSE	TON	3030		
408100	PRIME COAT MATERIAL	TON	15		
416000	MINOR PAVEMENT	SQ YD	7250		
501100	PILE SPLICES	EACH	4		
501101	PILE CUTOFF	LIN FT	176		
501124	DRIVEN PILES (24" PIPE)	LIN FT	3520		
504301	PILE DYNAMIC TEST CONSULTANT TESTING	EACH	6		
504401	CASE PILE WAVE ANALYSIS TEST CONSULTANT TESTIN	EACH	12		
511300	SUBSTRUCTURE CONCRETE CLASS A	CU YD	220		
511601	WIND BREAK	LS	LS		
511602	FOGGING SYSTEM	LS	LS		
512003	HIGH PERFORMANCE CONCRETE (HPD)	CU YD	471		
514042	CONCRETE BARRIER RAILINGS 42"	LIN FT	654		
518074	PRESTRESSED CONCRETE MEMBER TYPE 72-MODIFIED	LIN FT	1504		
535000	CRACK SEALING	SQ YD	1264		
536001	EPOXY URETHANE POLYMER CONCRETE BRIDGE DECK	SQ YD	1264		
540060	REINFORCING BARS GRADE 60	LBS	58391		
540160	EPOXY COATED REINFORCING BARS GRADE 60	LBS	132386		

NO.	ITEM	UNIT	QTY	PRICE	AMOUNT
541000	STRUCTURAL STEEL FOR CONCRETE BRIDGES	LBS	16870		
547000	SAFETY AND ENVIRONMENTAL REQUIREMENTS	LS	LS		
562000	BRIDGE JOINT STRIP SEAL	LIN FT	28		
564000	PREFORMED CLOSED CELL FOAM BRIDGE JOINT SEALS	LIN FT	95		
570030	30" CULVERT PIPE	LIN FT	178		
570031	30" CULVERT PIPE END SECTION	EACH	4		
601000	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	LS		
601110	REMOVAL OF SURFACING	SQ YD	1400		
602000	RIPRAP CLASS A	CU YD	2940		
602010	RIPRAP CLASS B	CU YD	100		
603100	TEMPORARY SOIL STABILANT	AC	0.0		
603260	CULVERT PROTECTION	SQ YD	20		
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS		
604001	GEOTEXTILE CLASS 1	SQ YD	1220		
606001	SINGLE FACE W-BEAM GUARDRAIL	LIN FT	163		
606052	END TREATMENT TL-2 END TERMINAL	EACH	2		
606053	END TREATMENT W-BEAM END ANCHOR	EACH	1		
606055	END TREATMENT DRIVEWAY END ANCHOR	EACH	1		
606062	TRANSITION METAL BARRIER TO RIGID BARRIER	EACH	4.0		
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS		
621000	MOBILIZATION	LS	LS		
622002	FIELD LABORATORY, TYPE II	EACH	1		
632000	CLASS A SEEDING	AC	2		
632020	CLASS C SEEDING	AC	3		
701000	PANEL SIGNS	SQ FT	80		
701100	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGN	LIN FT	150		
702000	CONSTRUCTION SIGNING	SQ FT	230		
702100	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION S	LIN FT	465		
702238	BARRICADE, TYPE III-8'	EACH	5		

NO.	ITEM	UNIT	QTY	PRICE	AMOUNT
702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	3		
703003	OBJECT MARKER TYPE 3	EACH	2		
703100	ROAD DELINEATOR TYPE GUIDE	EACH	23		
704700	HOT THERMOPLASTIC PAVEMENT MARKING 4"	LIN FT	12400		
704701	HOT THERMOPLASTIC PAVEMENT MARKING 6"	LIN FT	200		
709040	RIGID ELECTRICAL CONDUIT 4" (DIA)	LIN FT	80		
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS		
802000	POST CONSTRUCTION PLANS	LS	LS		

Subtotal Base Bid

\$

Subtotal Base Bid Written in Words:

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 (Show Amounts in Figures and Words)

**BID BOND**

**BIDDER** (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER** (Name and Address):

City of Gallup

110 West Aztec Ave., PO Box 1270

Gallup, NM

**BID**

Bid Due Date:

Project (Brief Description Including Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal Sum \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reserve side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

By: \_\_\_\_\_

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

Note:

- (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by OWNER, or
  - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



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

Control Number ("CN"): \_\_\_\_\_

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 tier(s), is not presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project. The result of this verification shall be provided in the NMDOT's permission to subcontract request form number A - 1086 and A - 1087; and
2. If circumstances change to render this certification inaccurate then the Contractor shall provide the changed circumstances immediately in writing to the Project Manager.

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

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

I acknowledge

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

Control Number ("CN"): \_\_\_\_\_

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

Pre-Award

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

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

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

[http://www.generalservices.state.nm.us/statepurchasing/pay\\_equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/pay_equity.aspx)

Post-Award

If Contract Time extends beyond one (1) year from the date in the Notice to Proceed, then within ten Days of the annual anniversary date of the Notice to Proceed, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250 depending on the number of employees it has at that time.

If at the expiration of Contract Time, more than 180 Days has elapsed since submittal of the last PE 10-249 or PE250, the Contractor shall submit to the Project Manager an updated form PE 10-249 or PE250.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and has ten or more employees or eight (8) employees in the same job classification then the Contractor shall submit to the Project Manager the PE 10-249 or PE250. The Contractor shall submit the appropriate form with the permission to subcontract package forms A-1086 or A-1087.

If a Subcontractor, at any tier, performs ten percent or more of the Total Original Contract Amount and during the performance of this Work grows to have ten or more employees or eight (8) employees in the same job classification then the Contractor shall immediately submit form PE 10-249 or PE250.

Subsequent form PE 10-249 or PE250 submittals, by the Contractor for its Subcontractors, at any tier, shall be due yearly on the anniversary date of the Project Manager's approval of the permission to subcontract package.

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

I acknowledge

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

Control Number (“CN”): \_\_\_\_\_

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 **0%**. 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	Address	NAICS Code for DBE	Description of Work	Proposed Amount (round to nearest dollar)

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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.**

**CONTRACT**

THIS AGREEMENT, made this day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter called the "OWNER" and \_\_\_\_\_, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

\_\_\_\_\_ hereinafter called the project, for the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) and all work in connection therewith, under the terms as stated in the Terms, Conditions and Plans of the bid and this Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Terms and Conditions of the bid and the Contract, the plans, specifications and contract documents here fore as prepared by \_\_\_\_\_ and the City of Gallup, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "*Notice to Proceed*" of the OWNER and to fully complete the project within \_\_\_\_\_ ( ) consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each consecutive calendar day thereafter as hereinafter provided in the Special and General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)  
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
OWNER

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME TYPED OR PRINTED

\_\_\_\_\_  
TITLE

(CORPORATE SEAL)

\_\_\_\_\_  
CONTRACTOR

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME TYPED OR PRINTED

\_\_\_\_\_  
TITLE

**CITY OF GALLUP**

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "*Principal*" and \_\_\_\_\_ a  
corporation authorized under the laws of the State of New Mexico, hereinafter called the Surety, are held and firmly  
bound unto the City of Gallup as Obligee, hereinafter called "*OWNER*" in the penal sum \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by  
these present.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract  
with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, a copy of which is hereto attached and made a part thereof for the construction of: \_\_\_\_\_

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract,  
and any authorized extension or modification thereof, Including all amounts due for materials, lubricants, oil, gasoline,  
repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether  
by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

The right to sue on this bond accrues only to the Owner and the parties to whom New Mexico Statutes  
Annotated, 1978, 13-4-18 through 13-4-20, as amended, grant such right; and any such right shall be exercised only in  
accordance with the provisions and limitations of said statutes. Venue upon any suit brought upon this bond shall be in  
the District Court of McKinley County, New Mexico.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the  
specifications accompanying the same in any way affect its obligations or this bond, and it does hereby waive notice of  
any such change, extension of time, alteration or addition to the terms of the contract or to the work to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right  
of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executing in four (4) counterparts, each one of which shall be  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

SEAL

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

SEAL

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

## CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

## BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

EJCDC® C-610, Performance Bond

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and American Society of Civil Engineers. All rights reserved. 5 of 3

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## NOTICE OF AWARD

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(BIDDER)

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

Contract: City of Gallup,  
(Insert name of Contract as it appears in the Bidding Documents)

Project: City of Gallup,

OWNER's Contract No. City of Gallup,

---

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract  
City of Gallup,

---

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is \_\_\_\_\_

5 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 5 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within Fifteen (15) days of the date of this Notice of Award, that is by \_\_\_\_\_

1. Deliver to the OWNER 6 fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature
2. Deliver with the executed Contract Documents the Contract security (Performance and Payment Bonds) as specified in the General Conditions
3. Before you may start any Work at the Site, the General Conditions provide that you must deliver to the OWNER (with copies to Engineer and other identified additional insured's) certificates of insurance with the City named as additional insured which you are required to purchase and maintain in accordance with the Contract Documents.
4. Before starting work, have or obtain a valid City of Gallup Business License
5. Furnish a current IRS form W-9 bearing an original signature
6. Furnish a copy of the Statement of Intent to Pay Prevailing Wages **from your firm and from all subcontractors, to the City of Gallup.**

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Gallup  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
(CONTRACTOR)

ADDRESS<sup>1</sup>: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract: \_\_\_\_\_  
(Insert name of Contract as it appears in the Bidding Documents)

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents.

Also, before you may start any Work at the Site, you must  
(add other requirements)

\_\_\_\_\_  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

## **PERMITS**

The Allison Road – Rio Puerco Bridge Reconstruction work in the Rio Puerco is authorized under the US Army Corps of Engineers Nationwide 404 Permit 14 for Linear Transportation Projects and Section 401 of the Clean Water Act. The contractor shall be responsible for complying with the terms and conditions included in the attached permits.



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS  
#PM\_FIELD\_OFFICE\_ADDRESS#



February 18, 2016

2/22/16 CC BHT/Jeanette  
orig Alicia  
pdf myself TH JAV

Regulatory Division

SUBJECT: Nationwide Permit Verification – Action No. SPA-2015-00399, Allison Road  
Realignment

City of Gallup Public Works  
ATTN: Stanely Henderson  
P.O. Box 1270  
Gallup, New Mexico 87305

Mr. Henderson:

I am writing this letter in response to your November 3, 2015 pre-construction notification for the proposed bridge placement located at approximately latitude 35.31, longitude -108.46, in McKinley County, New Mexico. The work, as described in your letter, will consist of construction a walkway with total impacts of 0.02 acres within waters of the United States. We have assigned Action No. SPA-2015-00399 to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that the project is authorized by Nationwide Permit SPA-2015-00399 a summary of this permit and the New Mexico Regional Conditions are available on our website at [www.spa.usace.army.mil/reg/nwp](http://www.spa.usace.army.mil/reg/nwp). Please refer to our website at [www.spa.usace.army.mil/reg/wqc](http://www.spa.usace.army.mil/reg/wqc) for specific information regarding compliance with water quality certification (WQC) requirements. The permittee must ensure that the work complies with the terms and conditions of the permit, including New Mexico Regional Conditions and conditions of the WQC and the attached plans in 3 sheets.

Under Section 401 of the Clean Water Act, certification of compliance with state or tribal water quality standards by the state water quality agency or tribal water quality certifying authority is required for any discharge of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act.

In the State of New Mexico, the New Mexico Environment Department (NMED) has issued WQC for activities that occur in waters of the U.S. Certification is denied in Outstanding National Resource Waters (ONRWs) and for activities authorized under NWP # 16 (Return Water from Upland Disposal Areas). The permittee must comply with all conditions of the attached certification, including notification to NMED five days prior to initiation of construction (WQC Condition 16). To contact NMED, please use the information below:

Neal Schaeffer, Program Manager, Watershed Protection Section NMED -  
Surface Water Quality Bureau  
1190 South St. Francis Drive  
P.O. Box 5469  
Santa Fe, New Mexico 87502  
(505) 827-2793

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with general conditions 18 and 20. Based on the information provided, we have determined that this project will not affect any federally listed threatened or endangered species or any historic properties listed, or eligible for listing, in the National Register of Historic Places. However, please note that the permittee is responsible for meeting the requirements of general condition 18 on endangered species and general condition 20 on historic properties.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state or local laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, in order to undertake the proposed work.

This permit verification is valid until February 18, 2018 (33 CFR 330.6), unless the nationwide permit is modified, suspended, revoked or reissued prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the nationwide permit, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on a nationwide permit will remain authorized provided the activity is completed within 12 months of the date of the nationwide permits expiration, modification, or revocation.

Within 30 days of project completion, the permittee must fill out the enclosed Certification of Compliance form and return it to our office. The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary

to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the nationwide permit.

If you have any questions, please contact Chris Wrbas at 970-259-1947 or by e-mail at [Christopher.r.wrbas@usace.army.mil](mailto:Christopher.r.wrbas@usace.army.mil). At your convenience, please complete a Customer Service Survey on-line available at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

Sincerely,



Chris Wrbas  
Project Manager

CF/Enclosure(s):

Bohannon Huston, ATTN: Jeanette Walther, P.E., 7500 Jefferson St. NE, Albuquerque, New Mexico 87109-4355

**Certification of Compliance  
with Department of the Army Nationwide Permit**

Action Number: SPA-2015-00399

Name of Permittee: City of Gallup

Nationwide Permit: NWP 14

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

Chris Wrbas  
Albuquerque District, U.S. Army Corps of Engineers  
1970 East 3<sup>rd</sup> Avenue, Suite 109  
Durango, Colorado 81301

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started \_\_\_\_\_

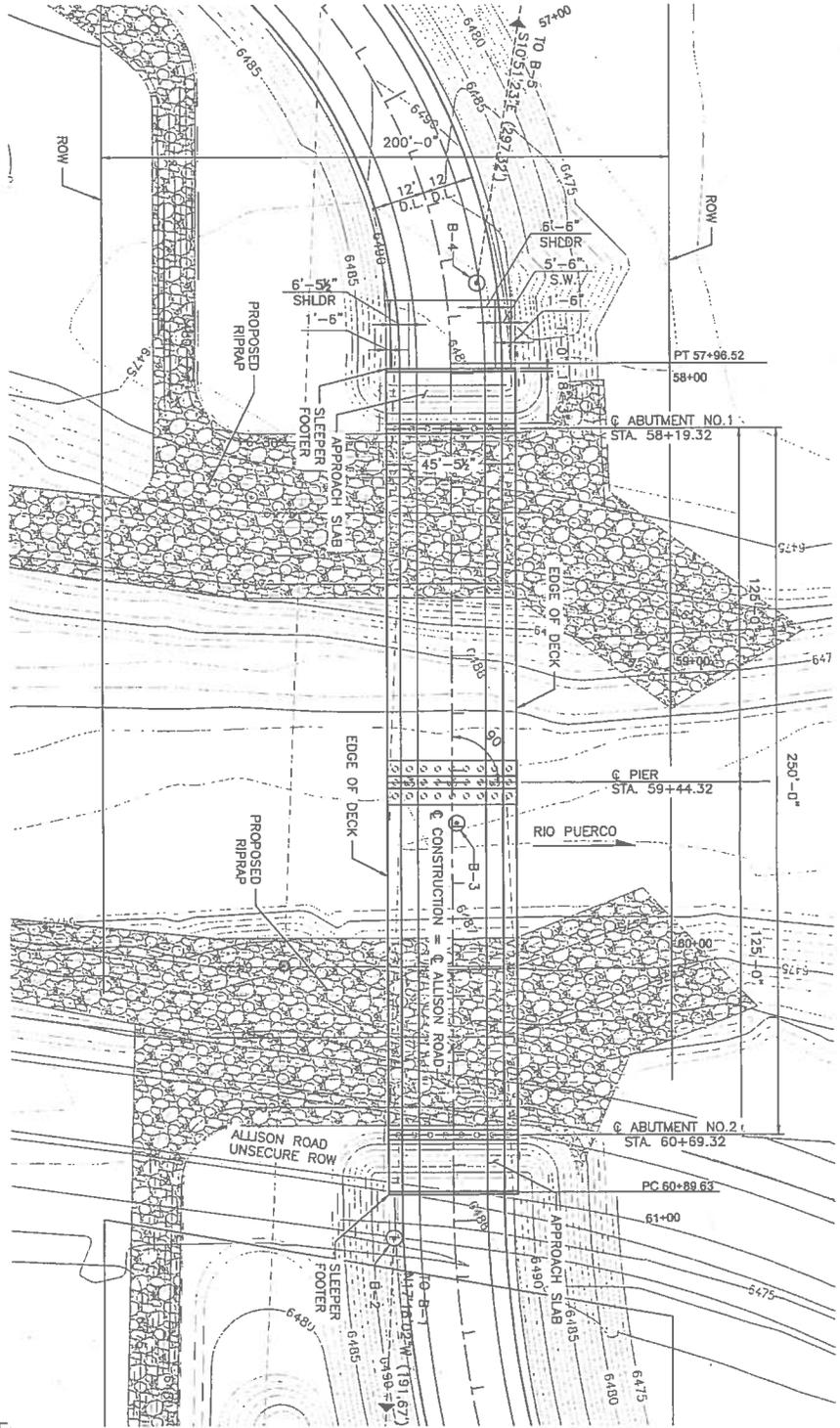
Date Work Completed \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



11/07/2013 8:40 AM P:\2010\2013\Priority\1\Plans\A-roads\K20\2010215\_0710\_Location\_Plan.dwg User: Mander



**LOCATION PLAN**  
SCALE: 1"=40'



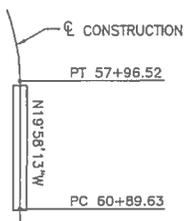
NO.	DESCRIPTION / REVISIONS	DATE	BY
1			
2			
3			

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
CITY OF GALLUP  
ALLISON ROAD BRIDGE OVER RIO PUERCO  
BRIDGE NO. XXXX  
BRIDGE LOCATION PLAN

SHEET NO. 5-10

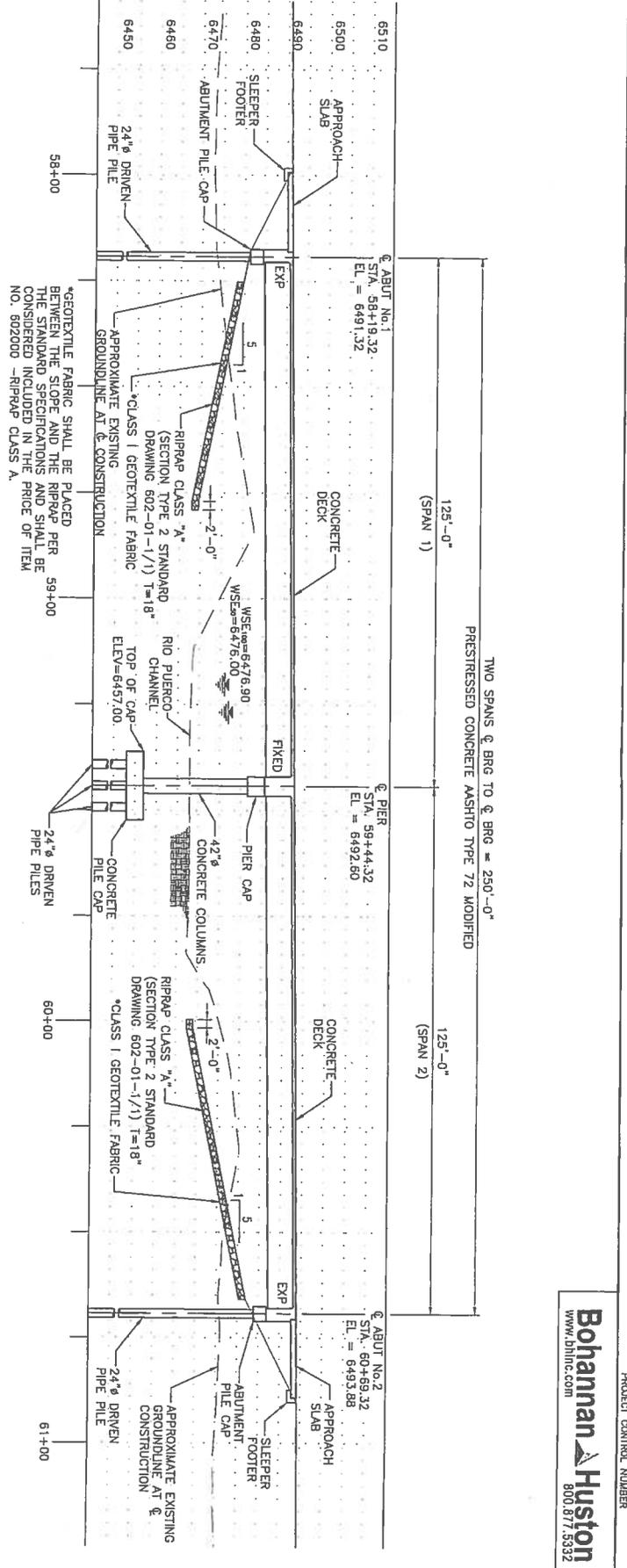
**LEGEND**  
B-X INDICATES BORE HOLE LOCATION

**HORIZONTAL DATA**



**Bohannan Huston**  
www.bhinc.com  
800.877.5332

PROJECT CONTROL NUMBER



TWO SPANS & BRG TO & BRG = 250'-0"  
 PRESTRESSED CONCRETE ASHTO TYPE 72 MODIFIED

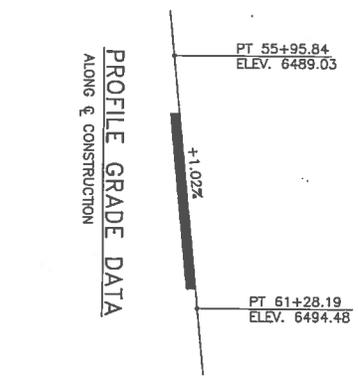
**BRIDGE PROFILE**  
 ALONG & CONSTRUCTION  
 1/2" = 1'-0"

**NOTE:** SEE PROJECT SPECIAL PROVISION FOR DEWATERING AND RIVER DIVERSION REQUIREMENTS FOR CONSTRUCTION OF DRIVEN PILES AND BANK PROTECTION.

**WATERWAY DATA**  
 50 AND 100 YEAR EVENTS

Q50 =	17,000 cfs
V50 =	7.23 fps
H50 =	6476.00 ft
Q100 =	20,000 cfs
V100 =	6.75 fps
H100 =	6476.90 ft
EXPECTED SCOUR DEPTH AT PIER =	9.0 ft

**PROFILE GRADE DATA**  
 ALONG & CONSTRUCTION



11/9/2013 9:49 AM P:\20100245\Project\1\PLANS\3-dimeta\ACAD\20100245\_BPT1\_PROFILE.dwg User: lwarder

NO.	DESCRIPTION	DATE	BY
1	REVISIONS		
2			
3			

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
 CITY OF GALLUP  
 ALLISON ROAD  
 BRIDGE OVER RIO PUERCO  
 BRIDGE NO. XXXX  
 BRIDGE PROFILE



**US Army Corps  
of Engineers®**  
Albuquerque District

# Nationwide Permit Summary

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**NATIONWIDE PERMIT 14**  
**Linear Transportation Projects**  
Effective Date: March 19, 2012  
Expiration Date: March 18, 2017  
(NWP Final Notice, 77 FR 10273, para. 14)

**Linear Transportation Projects.** Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

**Note:** Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

## NATIONWIDE PERMIT GENERAL CONDITIONS

**General Conditions:** The following general conditions must be followed in order for any authorization by a NWP to be valid:

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or

obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**2. Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

**3. Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

**4. Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

**5. Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

**6. Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

**7. Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

**8. Adverse Effects from Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

**9. Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

**10. Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

**11. Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

**12. Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

**13. Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

**14. Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

**15. Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

**17. Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

**18. Endangered Species.** (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or

degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/>, or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html>, respectively.

**19. Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

**20. Historic Properties.** (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h–2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation

must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

**21. Discovery of Previously Unknown Remains and Artifacts.** If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

**22. Designated Critical Resource Waters.** Critical resource waters include NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

**23. Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2)-(14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior

approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

**24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

**25. Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

**26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

**27. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

**29. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

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(Transferee)

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(Date)

**30. Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

**31. Pre-Construction Notification.** (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the

prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-federal applicants the

PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs(b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP's, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### **D. District Engineer's Decision**

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWP's 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the

NWP activity (e.g., partial or complete loss), the duration of the permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

## **E. Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed federal project.

## F. Definitions

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term "discharge" means any discharge of dredged or fill material.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Ephemeral stream:** An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Intermittent stream:** An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic

functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWP, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

**Perennial stream:** A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: reestablishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to

shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent—meaning bordering, contiguous, or neighboring—to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)–(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

## ADDITIONAL INFORMATION

For additional information concerning the nationwide permits or for a written determination regarding a specific project, please contact the office below:

**In New Mexico:**

Chief, Regulatory Division  
Albuquerque District, US Army Corps of Engineers  
4101 Jefferson Plaza, NE  
Albuquerque, NM 87109-3435  
Telephone: (505) 342-3282

**In Southeastern Colorado:**

Southern Colorado Regulatory Office  
200 S. Santa Fe Avenue, Suite 301  
Pueblo, CO 81003  
Telephone: (719) 543-9459

**In Southern New Mexico and Western Texas:**

Las Cruces Regulatory Office  
505 S. Main St., Suite 142  
Las Cruces, NM 88001  
Telephone: (575) 556-9939

**In Northwestern New Mexico and within the San Luis Valley of Colorado:**

Durango Regulatory Office  
1970 E. 3rd Avenue, Suite 109  
Durango, CO 81301  
Telephone: (970) 259-1582

Information about the U.S. Army Corps of Engineers regulatory program, including nationwide permits, may also be accessed on our Internet page: <http://www.spa.usace.army.mil/reg/>

This nationwide permit is effective March 19, 2012, and expires on March 18, 2017.

Summary Version: March 19, 2012



SUSANA MARTINEZ  
Governor

JOHN A. SANCHEZ  
Lieutenant Governor

NEW MEXICO  
ENVIRONMENT DEPARTMENT

*Surface Water Quality Bureau*

Harold Runnels Building, N2050  
1190 South St. Francis Drive (87505)  
P.O. Box 5469, Santa Fe, NM 87502-5469  
Phone (505) 827-0187 Fax (505) 827-0160  
[www.nmenv.state.nm.us](http://www.nmenv.state.nm.us)



DAVE MARTIN  
Secretary

BUTCH TONGATE  
Deputy Secretary

JAMES H. DAVIS, Ph.D.  
Director  
Resource Protection Division

April 13, 2012

**CERTIFIED MAIL NO. 700801830 0003 4175 8463**

Mr. Allan Steinle  
U.S. Army Corps of Engineers  
Albuquerque District, Regulatory Branch  
4101 Jefferson Plaza NE  
Albuquerque, New Mexico 87109-3434

**Re: Clean Water Act Section 401 Water Quality Certification  
United States Army Corps of Engineers 2012 Nationwide Permits**

Dear Mr. Steinle:

The New Mexico Environment Department (NMED) has examined both the February 21, 2012 final notice of the Reissuance of Nationwide Permits (NWP) under the Clean Water Act (CWA) §404, issued by the U.S. Army Corps of Engineers ("Corps") (*see* 77 FR 10184) and the February 23, 2012 Corps Albuquerque District public notice of the final NWP and NMED's intent to consider certification of those permits under the CWA §401 (Certification). Certification is required by CWA §401 to ensure that the NWP are consistent with state law, comply with the state Water Quality Standards (20.6.4 NMAC), the Water Quality Management Plan/Continuing Planning Process, including Total Maximum Daily Loads (TMDLs), and the Antidegradation Policy. Certification is also required to comply with General Condition 25 (Water Quality) and General Condition 27 (Regional and Case-By-Case Conditions) of the NWP.

The following conditions are necessary to assure compliance with the applicable provisions of the Clean Water Act §§301, 302, 303, 306, and 307 and with applicable requirements of State law. Compliance with the terms and conditions of the permit and this certification will provide reasonable assurance that the permitted activities will be conducted in a manner which will not violate applicable water quality standards and the water quality management plan and will be in compliance with the antidegradation policy. The State of New Mexico certifies that the discharge will comply with these provisions and requirements upon inclusion of the following conditions in the permit:

**Conditional Section 401 Certification of NWPs:**

1. Activities in intermittent and perennial surface waters of the state require notification to the NMED Surface Water Quality Bureau. The notification must include: 1) detailed construction plans (including proposed in-channel excavations and temporary diversions); 2) a description of potential adverse water quality impacts (including turbidity, which is a measurement of the amount of suspended material in water, as well as oil, grease, or hydraulic fluid, and all other potential contaminants); 3) a description of methods to be used to prevent water quality impacts (including detailed Best Management Practices, which must be designed to minimize sediment, oil, grease, and other pollutants from entering the water); 4) any surface water monitoring procedures; and 5) for any unavoidable surface water impacts, conceptual mitigation plans.
2. Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system capable of containing twice the volume of the product. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
3. All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed and maintained throughout the project period. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
4. Work in the stream channel should be limited to periods of no flow. Work during low-flow periods must have prior approval by the NMED. Requests for such approval must describe planned methods to minimize turbidity and to avoid spills. Releases from dams must be incorporated into the work schedule to avoid working in high water.
5. Temporary crossings should be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water, unless otherwise approved in writing by NMED. Heavy equipment must not be parked within the stream channel. Unless otherwise approved by NMED, directional borehole (horizontal) drilling must be used instead of open-cut trenching for the placement of utility lines or other buried structures crossing the channel. Requests for such approval of deviations must include a description of planned methods to minimize turbidity, to avoid spills, and to salvage any drilling equipment that cannot be withdrawn from beneath the channel.
6. Unless otherwise approved by NMED, flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity,

to avoid spills, and to provide a continuous zone of passage for aquatic life through or around the project area in which the water quality meets all applicable criteria including turbidity.

7. All asphalt, concrete, drilling fluids and muds, and other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non-erodible cofferdams to prevent contact with surface or ground water. Appropriate measures must be used to prevent wastewater from concrete batching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of any waste materials in or near watercourses is prohibited.
8. Protective measures must be used to prevent blast, ripped or excavated soil or rock from entering surface water. Construction excavation dewatering discharges are to be uncontaminated and include all practicable erosion control measures and turbidity control techniques.
9. Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated. Construction activities in wetlands must be scheduled during low water or winter (frozen) conditions. Unless otherwise approved by NMED, wetland crossings must be restricted to a single location and constructed perpendicular to and at a narrow point of the wetland. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills. Wetland vegetation and excavated material (top soil) must be retained and reused to improve seeding success. Permeable fills should be designed and installed when practicable, and flows to wetlands must not be permanently disrupted. Fill materials must be clean and consist of coarse material with minimal fines. Ditches or culverts in wetlands must have properly designed, installed and maintained siltation or sedimentation structures at the outfall.
10. During repair, demolition, treatments, or cleaning activities of bridges or associated structures (e.g., deck, pier, abutment, and wing walls), materials must be kept out of the channel. Before removing a bridge or related structures, impermeable containment material (e.g., plastic sheet, canvas, tarpaulins or other catchment devices) must be secured under the bridge and on the banks to capture any debris that may fall into the stream channel. Sandblasting operations must include vacuum systems on the bridge and associated structures must be completely bagged to collect all lead paint and concrete debris. Any debris that falls onto the containment area or channel must be properly disposed in accordance with the New Mexico Solid Waste Regulations (20.9.1 NMAC). Applicable Material Safety Data Sheets of water repellants and surface finish treatments must be maintained at the project area.
11. Bridges, culverts and structures at stream crossings must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel. Unless otherwise approved by NMED, projects must not alter the natural stream channel size or shape (width, depth, gradient, direction or meander pattern), streamflow velocity (sediment transport rates), or water flow capacity. Requests for such approval of deviations must include descriptions of

planned methods to minimize turbidity and avoid spills, as well as to stabilize modified hydraulic geometry.

12. Culverts at stream crossings must be designed and installed to prevent upstream headcutting, downstream channel incision, and erosion of the streambanks or the crossing. Culverts should be designed to pass 100-year flow events. Culvert design must allow for the passage of fish and other aquatic organisms. The road grade at culvert stream crossings must prevent the diversion of the stream from its channel in the event of culvert failure due to plugging or the exceedance of capacity. If the flow overtops the road, it must return to its natural channel instead of running down the road into a new channel.
13. Excavated trenches must be backfilled and compacted to match the bulk density and elevation of the adjacent undisturbed soil.
14. Unless otherwise approved by NMED, all areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Measures to prevent damage by beavers, wildlife, or livestock are required until trees are established. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent by the end of the second growing season. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment. Requests for approval of deviation from this condition must include descriptions of planned methods to minimize turbidity and avoid spills, as well as final grading plans.
15. A copy of this Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.
16. The NMED must be notified at least five days before starting construction to allow time to schedule monitoring or inspections. The NMED must be notified immediately if the project results in an exceedance of applicable Standards.

#### **Denial of Certification of NWP**

NMED denies Certification of NWP for any activities in Outstanding National Resource Waters (ONRW) designated in 20.6.4.9 NMAC, and NWP 16 (Return Water From Upland Contained Disposal Areas). Although state WQS provide for temporary and short-term degradation of water quality in an ONRW under very limited circumstances if approved by the Water Quality Control Commission as specified at 20.6.4.8.A NMAC, the approval process required for these activities does not lend itself for use for projects covered under these NWP. This condition is necessary to ensure that no degradation is allowed in ONRWs by requiring proposed discharges

Mr. Allan Steinle  
April 13, 2012  
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of dredged or fill material to be reviewed under the individual permit process. Also, in accordance with General Condition 25 of the Nationwide Permits, a project-specific Certification must be obtained (see 33 CFR 330.4(c)) for discharges authorized under NWP 16 prior to construction. The NMED requires a complete CWA §404 application prior to commencing the water quality certification review in these cases. This certification process will be conducted pursuant to NMAC 20.6.2.2002.

Please contact Neal Schaeffer of my staff at (505)476-3017 should you have any question.

Sincerely,



James P. Bearzi  
Chief  
Surface Water Quality Bureau

JPB: cns

xc: Tom Nystrom, Wetlands, Region 6, USEPA  
Jill Wick, New Mexico Department of Game and Fish  
U.S. Fish and Wildlife Service  
401 Certification File 897

**SUPPLEMENTAL INFORMATION**  
**FOR THE**  
**ALLISON ROAD – RIO PUERCO BRIDGE RECONSTRUCTION**

1. Preliminary Foundation Report for Allison Road Bridge over the Rio Puerco, August 1, 2013, AMEC Environment & Infrastructure, Inc.
2. Geotechnical Engineering Study, Rio Puerco Bridge Replacement, Allison Road, August 26, 2013, AMEC Environment & Infrastructure, Inc.

**1 August 2013  
AMEC Project No. 13-517-00038**

**PRELIMINARY FOUNDATION REPORT**

**ALLISON ROAD BRIDGE  
OVER THE RIO PUERCO  
GALLUP, NEW MEXICO**

**Submitted To:**

**Bohannon Huston, Inc.  
Courtyard 1  
7500 Jefferson, N.E.  
Albuquerque, New Mexico 87109-4335**

**Submitted By:**

**AMEC Environment & Infrastructure, Inc.  
8519 Jefferson, N.E.  
Albuquerque, New Mexico 87113**

1 August 2013  
AMEC Project No. 13-517-00038



Bohannon Huston, Inc.  
Courtyard 1  
7500 Jefferson, NE  
Albuquerque, New Mexico 87109-4335

**RE: GEOTECHNICAL ENGINEERING STUDY  
RIO PUERCO BRIDGE REPLACEMENT  
ALLISON ROAD  
GALLUP, NEW MEXICO**

Attention: Ms. Amanda White, P.E.:

Enclosed is the Preliminary Foundation Report for the proposed Allison Road Bridge crossing the Rio Puerco in Gallup, New Mexico. The report includes results of test drilling, laboratory test results, geotechnical analyses and alternative foundation recommendations.

Should any questions concerning this report or you require further clarification, please contact us at (505) 821-1801.

Respectfully submitted,

**AMEC Environment & Infrastructure, Inc.**

**Reviewed by:**

Greg Crum, P.E.  
Senior Geotechnical Engineer



Lee J. Mitchell, P.E.  
Senior Geotechnical Engineer

LJM: rrk

Copies: Addressee (3)

AMEC Environment & Infrastructure, Inc.  
8519 Jefferson, N.E.  
Albuquerque, New Mexico 87113  
Telephone: 505/821-1801  
Fax: 505/821-7371  
www.amec.com



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Embankment Settlement Calculations .....	B-5



## 1.0 INTRODUCTION

This preliminary report is submitted for the 30 percent design requirements for the proposed Allison Road Bridge over the Rio Puerco, Gallup, New Mexico. The objectives of the study were to characterize and evaluate subsurface conditions along the proposed project site and to provide geotechnical recommendations for foundation design for the proposed bridge, embankment settlement, and seismic design considerations.

## 2.0 PROJECT DESCRIPTION

We understand that this portion of the project consists of replacement of the existing Rio Puerco Bridge. A significant part of the project includes realigning and replacing approximately 2,800 feet of Allison Road from Warehouse Lane north to the existing I-40 underpass. The replacement will include earth fills up to 20 feet high, and a two-span bridge over the Rio Puerco with the center pier in the river. The bridge will extend about 30 to 40 feet above the river and will have pier and abutment loads up to 250 kips.

## 3.0 SUBSURFACE EXPLORATION

AMEC drilled five (5) borings to investigate soil conditions beneath abutments, center pier and approach ramps. Boring locations are shown on the site plan provided in Appendix A. Borings were drilled by Geomechanics Southwest with truck-mounted CME rotary drill rigs equipped with hollow stem augers. Standard penetration testing (SPT) and open-end drive sampling were performed at selected intervals in the borings. During test drilling, soils encountered were continuously examined, visually classified, and logged by an AMEC field engineer.

Results of the field study and laboratory testing are presented in Appendix A, which includes a brief description of test drilling and sampling equipment procedures, a site plan showing the boring locations and logs of the test borings. Table 1 presents boring location data.

**Table 1: Boring Location Information**

Boring Number	Structure	Latitude	Longitude	Depth (feet)
B-1	North Bridge Approach	35.5222	108.7765	40
B-2	North Bridge Abutment	35.5217	108.7763	70
B-3	Center Pier	35.5213	108.7762	110
B-4	South Bridge Abutment	35.5208	108.7760	70
B-5	South Bridge Approach	35.5200	108.7758	40



#### 4.0 LABORATORY TESTING

Moisture content determinations, grain-size analysis and Atterberg limits tests were performed on selected samples. Grain-size analysis and Atterberg limits tests were performed in general accordance with ASTM C117/C136 and ASTM4318, respectively, to aid in soil classification. Dry densities were determined on selected relatively undisturbed 2.42-inch I.D. "ring" samples. Results of these tests are shown on the boring logs.

Four unconsolidated-undrained (UU) triaxial compression tests were performed on select clay samples obtained from Shelby Tubes. One collapse/swell potential test was conducted on a selected, relatively undisturbed "ring" sample. One series of chemical analyses was conducted to screen for corrosive properties of the soils; the series included testing for soluble sulfates, chlorides and pH. Table 2 summarizes laboratory testing results. Test results are presented in Appendix A.

**Table 2: Summary of Laboratory Testing and Test Results**

Test Type	No. of Tests Performed	Range	Average
Moisture Content (%)	57	1 - 28	14
Atterberg Limits – Liquid Limit	12	23 - 71	48
Atterberg Limits – Plasticity Index	12	5 - 45	29
Natural Dry Density (pcf)	4	98 - 105	101
Sieve Analysis	12	-	-
Consolidation/Swell Potential Test (Strain %)	1	1.14	1.14
Triaxial UU Compression Tests (tsf)	4	4.41 – 16.19	10.04
Soluble Sulfates (ppm)	1	330	330
Chlorides (ppm)	1	54	54
pH	1	8.37	8.37

#### 5.0 SITE CONDITIONS AND GEOTECHNICAL SOIL PROFILE

##### 5.1 Site Conditions

The original Allison Road alignment consists of a two lane asphalt roadway that generally runs in a north-south direction. The alignment includes a sharp east-west bent north of the Rio Puerco. The existing Allison Road Bridge consists of a wooden, three span structure. The northern and southern banks of the Rio Puerco consist of between 7 and 15 feet of loosely deposited soil. The river bed consists of very soft sand and intermittent strata of weak mudstone. Vegetation consists of native grasses, sage and trees. On the north side of the east-west segment of Allison Road is a former ball park no longer in use.

The new scheme proposes to relocate the bridge and roadway alignment about 1,000 feet west of its current location. This scheme would straighten the road by removing an approximately

1,000 foot segment that runs from east to west. Embankment fill at the northern and southern bridge approaches could be as much as 20 feet in height.

## **5.2 Geotechnical Profile**

The site is underlain by alluvial soils derived from Cretaceous sedimentary rocks to the east of the site including Mancos Shale. These soils predominately comprise high plasticity clay soils (CH) with lesser amounts of medium plasticity clay soils (CL) and sandy soils (SP, SC, SM, and SC-SM).

Medium dense to loose (in stream channel) sandy soils extend from the existing ground surface to depths ranging from about 2 to 6 feet. A thick sequence of firm to hard, high plasticity silty clay (CH) extends immediately below this to depths ranging from about 28 to 39 feet. A sequence of medium dense to dense, sandy soil (SP and SM) interrupts the clay soil at depths between 28 to 50 feet. The thickness of this sand layer ranges from 5 to 13 feet. Clay soils continue below the sand to the maximum depth of exploration at 110 feet and contain occasional sand lenses. These clay soils are predominately of high plasticity, but do contain zones of medium plasticity. The consistency of these soils generally decreases with depth below 50 feet to moderately firm to firm, which is possibly an effect softening due to higher water content.

## **5.3 Soil Moisture & Groundwater Conditions**

Groundwater was only encountered in boring B3 at a depth of 73 feet below existing grade. Soil moisture contents above the groundwater table were generally low, ranging from 1 to 7 percent in sandy soils and from 7 to 28 percent in fine grained soils.

## **6.0 ENGINEERING ANALYSIS**

### **6.1 Analysis of Results**

The soils underlying the site largely comprise high plasticity clay soils. The two main issues with these soils are that they are of relatively low strength in the upper 10 to 15 feet and they are expansive. While the swell potential test performed for this report only recorded slightly more than 1 percent swell with a 1 tsf surcharge, our experience in the area shows that 10 percent swell potential is not uncommon for these soils. Both of these issues preclude the use of conventional spread-type foundations, and, thus a deep foundation system is considered to be necessary.

Shear strength parameters for the subsurface models used in our analyses were developed by comparing tested shear strength values with those from blowcount correlations and applying engineering judgment.

## **6.2 Bridge Foundations**

Based on their common use for supporting bridge foundations in the Gallup area, only driven pipe piles were considered for a deep foundation system for the supporting bridge pier and abutments.

We analyzed subsurface profile models for the abutments and the center pier. Since no boring was drilled at the pier location in the stream channel, the subsurface profile used for the center pier was created by adjusting the profile used for the abutments for the 15-foot elevation difference between the abutment level and the stream channel level.

Our analyses are based on single, redundant driven pipe piles. The effects of pile groups in terms of settlement were not considered for this preliminary report.

### **6.2.1 Driven Pipe Piles**

Our analyses were performed in accordance with the 2012 AASHTO LRFD Bridge Design Specifications for strength limit state. Calculations were based on the  $\alpha$ -method for cohesive soils and the Meyerhof SPT method (1956). Pile tips were assumed to become plugged at an embedment depth of 20 times the pile diameter.

Factored and nominal resistance charts for LRFD strength limit state are presented in Appendix B for PP14x0.5, PP16x0.5, PP18x0.5, PP20x0.5, PP22x0.5, and PP24x0.5 open-ended pipe piles. These charts show the variation of compression load resistance versus pile embedment depth below existing grade.

Factored compression resistances of the driven pipe piles reflect limiting pile service stress to  $0.33f_y$ , which is permissible with the ground conditions at the site in conjunction with pile load testing.

### **6.2.2 Settlement of Driven Pipe Piles**

As per 2012 AASHTO LRFD Bridge Design Specifications for driven piles, only pile group settlement is considered. Single pile settlement is not considered as it is unlikely that bridge foundations will comprise single driven piles, and the settlement of pile groups is estimated using different methodology. As this is a 30 percent, preliminary report, pile group specifics such as pile size, number of piles, geometry, and loading, are not known, thus settlement estimates for driven piles are precluded from this report.

### **6.2.3 General Discussion of a Driven Pile Foundation System**

The main advantage of a driven pile foundation system is the ability to found the piles at shallower depths than for drilled shafts. In addition, no specialty tooling, such as a casing advance system for drilled shafts will be required, and there are a number of local contractors in

New Mexico that can perform the work. Driven piles also offer the advantage of testing each pile using a pile driving analyzer, which reduces the uncertainty in predicting pile performance. Full-scale, static pile load tests are also easier to facilitate due to the smaller loading requirements associated with smaller diameters – smaller reaction piles, smaller load frame, and smaller jacks are required – thus it may be possible to perform multiple load tests for the cost of a single full-scale, static load test on a drilled shaft.

### **6.3 Embankment Settlement**

Embankment settlement was estimated using an elastic settlement approach by Janbu, Bjerrum, and Kjaernsli (Bowles 1<sup>st</sup> Ed, 1968). The elastic soil modulus used in the calculation was an average value obtained from the four UU-Tests. The embankment was assumed to be 20 feet high with an effective width of 40 feet. The depth to bedrock was assumed to be 200 feet. Our calculation also assumes that the upper 5-6 feet of loose to medium dense sandy soils are over excavated and recompacted prior to placing embankment fill.

Based on the assumptions above, primary settlement is estimated to be about 2 inches. While it is difficult to predict long-term settlement, a value of 200 percent of primary settlement may be a reasonable estimate. Real-time, observational-based settlement predictions, such as the method developed by Asaoka, 1978, can be utilized during construction to better estimate long-term embankment settlement.

### **6.4 Site Drainage & Moisture Protection**

Due to the expansive nature of the high plasticity clays underlying the site, positive site drainage should be provided during construction and maintained thereafter. The ground surface should be sloped away from the perimeters of structures, such as MSE walls, roadway embankments and pavement sections in a manner to allow flow along the drainage lines at a minimum grade of 5 percent to points at least 15.0 feet away. Positive drainage should be provided from these points to storm drains or detention basins. In no case should long-term ponding of water be allowed up-gradient or within 20 feet of the perimeters of the structures, embankments, or pavement areas. Positive drainage of surface water from precipitation should also be maintained during.

All landscape irrigation, if applicable, should be controlled and drained to non-critical areas of the project site that are approved by the NMDOT Bridge Foundation Engineer or his designee.

## **6.5 Seismic Design Parameters**

Using the USGS Earthquake Hazard Program with the coordinates for the site from Google Maps, we recommend using a Mapped Spectral Acceleration for short periods ( $S_s$ ) of 0.249g and a mapped spectral acceleration for long periods ( $S_1$ ) of 0.058g for the entire site. A Site Classification D was selected for the on-site soil conditions based on average SPT blowcounts in the upper 100 feet. Site Coefficients  $F_a = 1.6$  for short periods, and  $F_v = 2.4$  for 1-second periods were generated as a function of the site class and the mapped spectral response accelerations.

## **APPENDIX A**

### **Test Drilling Equipment & Procedures**

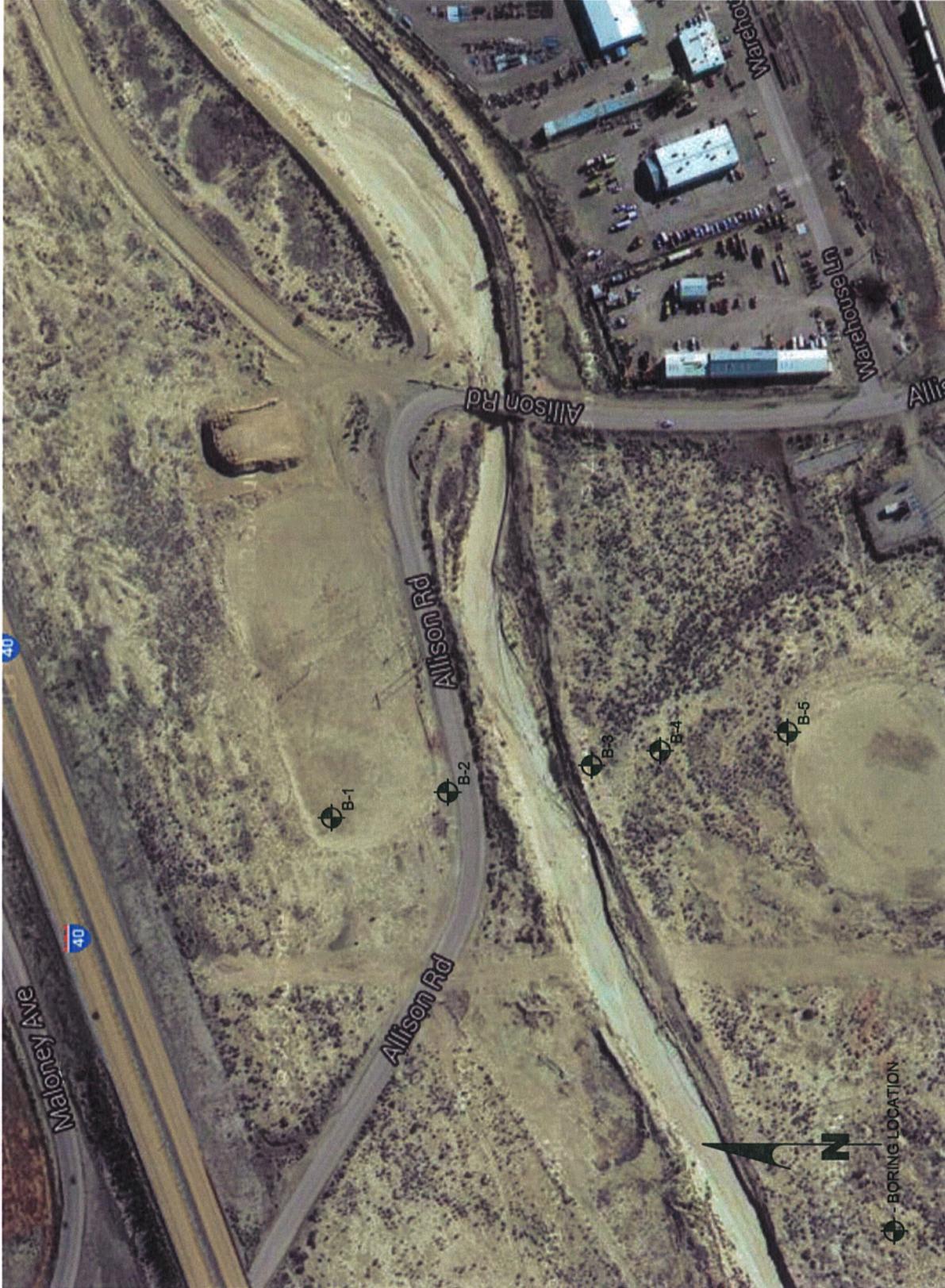
### **Unified Soil Classification System**

### **Terminology Used to Describe the Relative Density, Consistency, or Firmness of Soils**

### **Site Plans**

### **Boring Logs**

### **Laboratory Testing**



CLIENT LOGO <b>Bohannon &amp; Huston</b>	CLIENT <b>Bohannon Huston</b> 7500 Jefferson Street N.E., Albuquerque, MN 87109	DWN BY: CP	PROJECT <b>RIO PUERO BRIDGE REPLACEMENT</b>	REV. NO.: 1
		CHK'D BY: LJM	ALLISON ROAD GALLUP, NM	DATE: 7/25/2013
CLIENT LOGO <b>AMEC Environment &amp; Infrastructure</b> 8519 Jefferson Rd NE Albuquerque, New Mexico 87113		DATUM:	TITLE <b>BORING LOCATION PLAN</b>	PROJECT NO.: 13-517-00038
		PROJECTION:	BORING LOCATION PLAN	FIGURE NO. 1
		SCALE: NTS		

**PROJECT** Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico

**DATE** 6/24/13  
**AMEC PROJECT NO.** 13-517-00038

**BORING NO.** B-1

**LOCATION** See Site Plan  
**RIG TYPE** CME-75  
**BORING TYPE** 8" HSA  
**SURFACE ELEV.**  
**DATUM**

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
0			X	S	12		3	SC	moderately firm	<b>CLAYEY SAND</b> fine grained, medium plasticity, brown
5			X	S	25		14	CH	firm to very firm	<b>SILTY CLAY</b> few calcium carbonate, medium to high plasticity, brown
			X	S	24		16			
			X	S	42		13			
10			X	S	46		17			
15			X	S	34		15			
20			U	U	69		15			
25			X	S	35					
30			U	U	21			SP		<b>SAND</b> some coal ash, fine to medium grained, nonplastic, light brown
			X	S				SC	moderately firm	<b>CLAYEY SAND</b> low plasticity, light brown
35			X	S	18			SP	medium dense	<b>SAND</b> some iron oxide staining, nonplastic, brown
40			U	U	35					
45										Stopped auger @ 40' Stopped sampler @ 41'  hole caved to 35'
50										

GEO TECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER		
DEPTH	HOUR	DATE
none		

**SAMPLE TYPE**  
A-Auger cuttings; NR-No Recovery  
BS-Bulk Sample  
S-2" O.D. 1.38" I.D. tube sample.  
U-3" O.D. 2.42" I.D. tube sample.  
T-3" O.D. thin-walled Shelby tube.  
G-Grab Sample

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico  
 DATE 6/24/13  
 AMEC PROJECT NO. 13-517-00038

Page 1 of 2  
 BORING NO. B-2

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS		VISUAL CLASSIFICATION	
0			X	S	19		5	SC	moderately firm to firm	<b>CLAYEY SAND</b> trace silt lenses, low to medium plasticity, brown		
			X	S	11		4					
5			X	S	25		16	CH	firm to hard	<b>SILTY CLAY</b> high plasticity, brown		
			X	S	34		17					
10			X	S	59		15					
15			U	U	50/6"		16					
20			T	T		101	11		qu - 9.91 tsf			
25			U	U	47		14					
30			X	S	61		16					
35			X	S	26		11					
40			U	U	34		1	SM	medium dense	<b>SILTY SAND</b> fine grained, nonplastic, light brown		
45			X	S	23		11					
50								CH		<b>SILTY CLAY</b> high plasticity, olive green		

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ\_GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER

SAMPLE TYPE

AMEC Environment & Infrastructure

DEPTH	HOUR	DATE
none		

A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico

DATE 6/24/13  
 AMEC PROJECT NO. 13-517-00038

BORING NO. B-2

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
50			⊗	s	41		23	CH	very firm	<b>SILTY CLAY</b> high plasticity, olive green with gray spots
55			⊗	s	34		20			
60			▣	u	31		5	SP	medium dense	<b>SAND</b> fine to medium grained, nonplastic, brown
65			⊗	s	11		23	CL	moderately firm	<b>SANDY CLAY</b> trace silt, low to medium plasticity, brown
70			⊗	s	13		23			
75										Stopped auger @ 70' Stopped sampler @ 71.5'
80										hole caved to 60'
85										
90										
95										
100										

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER

SAMPLE TYPE

AMEC Environment & Infrastructure

DEPTH	HOUR	DATE
▽ none		
▼		

A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico

DATE 6/24/13  
AMEC PROJECT NO. 13-517-00038

BORING NO. B-3

LOCATION See Site Plan  
RIG TYPE CME-75  
BORING TYPE 8" HSA  
SURFACE ELEV. \_\_\_\_\_  
DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
0								SC-SM	moderately firm	<b>SILTY CLAYEY SAND</b> fine to medium grained, low plasticity, brown
5				S	23		13	CH	firm to very firm	<b>SILTY CLAY</b> high plasticity, brown, with occasional sand lenses
10				S	47		15			
15				S	29		11			
20				S	37		11			trace sand lens
25				S	42		15			
30				T		105	16	CL	very firm to firm qu = 16.19 tsf	<b>SILTY CLAY</b> medium to high plasticity, brown
35				U	33		10			
40				S	22		6	SP		<b>SAND</b> trace iron oxide, nonplastic, brown
45				U	52		5			
50										

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER

SAMPLE TYPE

AMEC Environment & Infrastructure

DEPTH	HOUR	DATE
▽ 73.0	13:35	7/1/2013
▼		

A-Auger cuttings; NR-No Recovery  
BS-Bulk Sample.  
S-2" O.D. 1.38" I.D. tube sample.  
U-3" O.D. 2.42" I.D. tube sample.  
T-3" O.D. thin-walled Shelby tube.  
G-Grab Sample

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico  
 DATE 6/24/13  
 AMEC PROJECT NO. 13-517-00038

Page 2 of 3  
 BORING NO. B-3

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION	
50			⊗	S	31		21	CH	very firm to firm	<b>SILTY CLAY</b> trace iron oxide staining, medium to high plasticity, olive green  note: occasional zones of medium plasticity clay	
55			▨	U	47		15				
60			■	T		100	24		qu = 4.41 tsf		
65			⊗	S	19		21				
70			⊗	S	19		28				
75			⊗	S	12		21			sand layer approximately 1' thick	
80			⊗	S	20				CH	moderately firm to firm	<b>FAT CLAY</b> trace organics, high plasticity, olive green with gray
85			⊗	S	16						
90			⊗	S	15						
95			⊗	S	20						
100											

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER

SAMPLE TYPE

DEPTH	HOUR	DATE
▽ 73.0	13:35	7/1/2013
▼		

A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

AMEC Environment & Infrastructure

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico  
 DATE 6/24/13  
 AMEC PROJECT NO. 13-517-00038

Page 3 of 3  
 BORING NO. B-3

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
100			⊗	s	10			CH	moderately firm	<b>FAT CLAY</b> high plasticity, olive green with dark gray
105			⊗	s	11					trace organics
								SP		<b>SAND</b> nonplastic, reddish-purple
110			⊗	s	21			CH	firm	<b>FAT CLAY</b> high plasticity, dark green
115									Stopped auger @ 110' Stopped sampler @ 111.5  Hole Caved to 70'	
120										
125										
130										
135										
140										
145										
150										

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US JANNEY.GDT 7/26/13

GROUNDWATER

SAMPLE TYPE  
 A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

AMEC Environment & Infrastructure

DEPTH	HOUR	DATE
▽ 73.0	13:35	7/1/2013
▼		

**PROJECT** Rio Puerco Bridge Replacement  
 Allison Road in Gallup, New Mexico  
**DATE** 6/25/13  
**AMEC PROJECT NO.** 13-517-00038

**BORING NO.** B-4

**LOCATION** See Site Plan  
**RIG TYPE** CME-75  
**BORING TYPE** 8" HSA  
**SURFACE ELEV.**  
**DATUM**

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION	
0			s	s	10		7	SM-SC	moderately firm to firm	<b>SILTY CLAYEY SAND</b> fine grained, trace clay lenses, nonplastic to low plasticity, light brown	
			s	s	20		5				
5			s	s	20		11				
				s	s	26		12	CH	firm to hard	<b>SILTY CLAY</b> high plasticity, brown
10				s	s	34		13			trace sand lens
15				s	s	39		17			
20				u	u	30	102	10			note: occasional zones of medium plasticity clay
25				s	s	51		15			color change olive green
30				u	u	50/5.5"		17			
35				t	t						
								SP	dense	<b>SAND</b> nonplastic, brown	
40			s	s	45						
45			u	u			4				
								CH		<b>SILTY CLAY</b> high plasticity, olive green	
50											

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ\_GINT STD US\_JANNEY.GDT 7/29/13

GROUNDWATER		
DEPTH	HOUR	DATE
none		

**SAMPLE TYPE**  
 A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico  
 DATE 6/25/13  
 AMEC PROJECT NO. 13-517-00038

Page 2 of 2  
 BORING NO. B-4

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
50			⊗	s	49		18	CH	very firm	<b>SILTY CLAY</b> high plasticity, olive green
55			■	T		98	20		qu = 9.67 tsf	
60			⊗	s	29		8	CL	firm	<b>SANDY CLAY</b> low plasticity, light brown
65			⊗	s	14		21	CH	moderately firm to firm	<b>SILTY CLAY</b> high plasticity, olive green
70			⊗	s	19		27			
75									Stopped auger @ 70' Stopped sampler @ 71.5'	
80									hole caved to 53'	
85										
90										
95										
100										

GEOTECH\_BH\_13517-00038.RIO PUERCO BRIDGE REPLACEMENT.GPJ\_GINT STD US JANNEY.GDT 7/29/13

GROUNDWATER

DEPTH	HOUR	DATE
none		

SAMPLE TYPE  
 A-Auger cuttings, NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

AMEC Environment & Infrastructure

PROJECT Rio Puerco Bridge Replacement  
Allison Road in Gallup, New Mexico  
 DATE 6/24/13  
 AMEC PROJECT NO. 13-517-00038

BORING NO. B-5

LOCATION See Site Plan  
 RIG TYPE CME-75  
 BORING TYPE 8" HSA  
 SURFACE ELEV. \_\_\_\_\_  
 DATUM \_\_\_\_\_

Depth in Feet	Continuous Penetration Resistance	Graphical Log	Sample	Sample Type	Blows/ft. 140 lb. 30" free-fall drop hammer	Dry Density lbs. per cubic foot	Moisture Content Percent of Dry Weight	Unified Soil Classification	REMARKS	VISUAL CLASSIFICATION
0			⊗	s	9		8	SM	loose	<b>SILTY SAND</b> fine grained, nonplastic, brown
5		▨	⊗	s	12		7	CH	moderately firm to hard	<b>SILTY CLAY</b> high plasticity, brown
		▨	⊗	s	55		17			
		▨	⊗	s	40		15			trace calcium carbonate
10		▨	⊗	s	62		15			
15		▨	▢	u	38		16			
20		▨	⊗	s	45		14			
25		▨	▢	u	42					
30			⊗	s	15			SP		<b>SAND</b> fine to medium grained, nonplastic, brown
35			▢	u	44					
40			⊗	s	23					
45									Stopped auger @ 40' Stopped sampler @ 41.5'	
50									hole caved to 33'	

GEOTECH\_BH\_13517-00038 RIO PUERCO BRIDGE REPLACEMENT.GPJ GINT STD US\_JANNEY.GDT 7/29/13

GROUNDWATER

DEPTH	HOUR	DATE
none		

SAMPLE TYPE  
 A-Auger cuttings; NR-No Recovery  
 BS-Bulk Sample.  
 S-2" O.D. 1.38" I.D. tube sample.  
 U-3" O.D. 2.42" I.D. tube sample.  
 T-3" O.D. thin-walled Shelby tube.  
 G-Grab Sample

AMEC Environment & Infrastructure



**Client:** Bohannon - Huston Inc.  
 Courtyard One  
 7500 Jefferson NE  
 Albuquerque, NM 87109-

**Report Date:** July 15, 2013

**Project #:** 13-517-00038  
**Work Order #:** 1  
**Sampled By:** Lee Mitchell  
**Date Sampled:**

**Attention:** Gary Landon  
**Project Name:** Rio Puerco Bridge Replacement  
 Gallup, NM

**Sieve Analysis (ASTM C117-04/C136-06)**  
**Plasticity Index (ASTM D4318-10)**  
**Soil Classification (ASTM D2487-10)**

**Project Manager:** Lee Lommel

**SOILS / AGGREGATES**

Sample Location	Soil Class.	L.L.	P.I.	Sieve Sizes											Lab Number										
				#200	#100	#50	#40	#30	#16	#10	#8	#4	1/4"	3/8"		1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"	3"	6"	12"
B-1 @ 2.5-4.0'	SC	37	22	38	59	79	83	85	89	90	91	93	95	96	100										13-0630-02
B-2 @ 15-16.5'	CH	71	43	65	70	81	89	95	100																13-0630-13
B-2 @ 25-26.0'	CH	58	35	67	70	81	90	96	100																13-0630-15
B-3 @ 5-6'	SC	44	28	48	60	78	87	93	100																13-0630-25
B-3 @ 25-26.5'	CH	66	45	72	77	86	91	95	98	99	99	99	100												13-0630-29
B-3 @ 35-36.0'	CL	42	28	68	87	94	97	98	100																13-0630-31
B-3 @ 55-56.0'	CH	57	40	72	85	94	97	98	99	100															13-0630-35
B-3 @ 65-66.5'	CL	43	27	93	97	99	99	99	100																13-0630-37
B-4 @ 2.5-4.0'	SC-SM	23	5	48	82	95	97	98	99	99	100														13-0630-41
B-4 @ 20.0-21.0'	CL	42	24	63	81	91	94	96	99	100															13-0630-46
B-4 @ 50-51.5'	CH	61	42	88	93	98	99	99	100																13-0630-51
B-4 @ 60-61.5'	CL	27	8	63	87	99	100																		13-0630-53

**Distribution:** Client  File  Supplier  Email  Other: Addressee (1)



Report Date: July 15, 2013

Project #: 13-517-00038

Work Order #: 1

Sampled By: Lee Mitchell

Date Sampled:

Client: Bohannon - Huston Inc.  
Courtyard One

7500 Jefferson NE  
Albuquerque, NM 87109-

Attention: Gary Landon

Project Name: Rio Puerco Bridge Replacement

Gallup, NM

Sieve Analysis (ASTM C117-04/C136-06)  
Plasticity Index (ASTM D4318-10)  
Soil Classification (ASTM D2487-10)

Project Manager: Lee Lommel

SOILS / AGGREGATES

Lab Number	Sample Location	Soil Class.	L.L.	P.I.	D10	D20	D30	D50	D60	D70	CC	CU	Cmu
13-0630-02	B-1 @ 2.5-4.0'	SC	37	22	0	0	0	0.11	0.153	0.218	0	0	0
13-0630-13	B-2 @ 15-16.5'	CH	71	43	0	0	0	0	0	0.147	0	0	0
13-0630-15	B-2 @ 25-26.0'	CH	58	35	0	0	0	0	0	0.138	0	0	0
13-0630-25	B-3 @ 5-6'	SC	44	28	0	0	0	0.084	0.151	0.222	0	0	0
13-0630-29	B-3 @ 25-26.5'	CH	66	45	0	0	0	0	0	0	0	0	0
13-0630-31	B-3 @ 35-36.0'	CL	42	28	0	0	0	0	0	0.079	0	0	0
13-0630-35	B-3 @ 55-56.0'	CH	57	40	0	0	0	0	0	0	0	0	0
13-0630-37	B-3 @ 65-66.5'	CL	43	27	0	0	0	0	0	0	0	0	0
13-0630-41	B-4 @ 2.5-4.0'	SC-SM	23	5	0	0	0	0.077	0.095	0.118	0	0	0
13-0630-46	B-4 @ 20.0-21.0'	CL	42	24	0	0	0	0	0	0.096	0	0	0
13-0630-51	B-4 @ 50-51.5'	CH	61	42	0	0	0	0	0	0	0	0	0
13-0630-53	B-4 @ 60-61.5'	CL	27	8	0	0	0	0	0	0.09	0	0	0

Distribution: Client  File:  Supplier:  Email:  Other: Addressee (1)

AMEC Environment & Infrastructure, Inc.  
8519 Jefferson NE  
Albuquerque, NM 87113  
Tel 5058211801  
Fax 5058217371  
www.amec.com



**Client:** Bohannon - Huston Inc.  
Courtyard One  
7500 Jefferson NE  
Albuquerque, NM 87109-

**Attn:** Gary Landon

**Project Name:** Rio Puerco Bridge Replacement  
Gallup, NM

**Report Date:** July 15, 2013

**Project #:** 13-517-00038

**Work Order #:** 1

**Lab #:** 13-0630-46

**Sampled By:** Lee Mitchell

**Date Sampled:**

**Visual Description of** See Boring Log

**Material:**

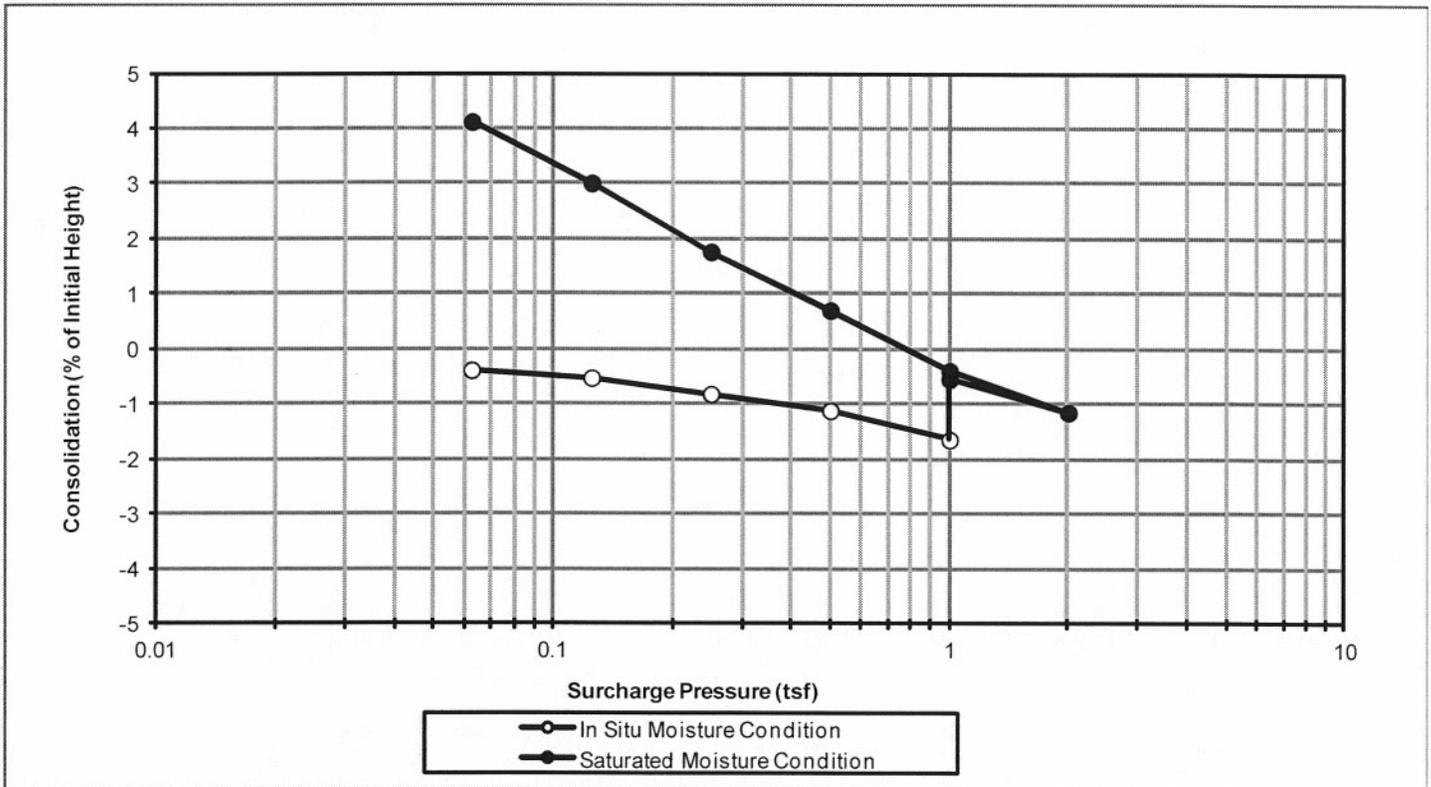
**Sample Source:** B-4 @ 20.0-21.0'

**Project Manager:** Lee Lommler

**SOILS / AGGREGATES**

**Measurement of Collapse Potential of Soils (ASTM D5333-03)**

<b>Initial Volume (cu.in.):</b>	4.60	<b>Final Volume (cu.in.):</b>	4.81
<b>Initial Moisture (%):</b>	13.4%	<b>Final Moisture (%):</b>	25.0%
<b>Initial Dry Density (pcf):</b>	102.1	<b>Final Dry Density (pcf):</b>	97.7
<b>Initial Degree of Saturation:</b>	58%	<b>Final Degree Saturation:</b>	96%
<b>Initial Void Ratio:</b>	0.62	<b>Final Void Ratio:</b>	0.69
<b>Estimated Specific Gravity:</b>	2.651	<b>Saturated at:</b>	1 tsf
<b>Soil Classification:</b>	CL	<b>Consolidation at Max Load:</b>	1.14%



**Distribution:** Client  File:  Supplier:  Email:  Other: Addressee (1)

# Laboratory Report for AMEC

Project: 13-517-00038

July 23, 2013



*Daniel B. Stephens & Associates, Inc.*

4400 Alameda Blvd. NE, Suite • Albuquerque, New Mexico 87113



July 23, 2013

Jason Olivar  
AMEC  
8519 Jefferson St NE  
Albuquerque, NM 87113  
(505) 821-1801

Re: DBS&A Laboratory Report for AMEC Project: 13-517-00038

Dear Mr. Olivar:

Enclosed is the report for AMEC Project: 13-517-00038 samples. Please review this report and provide any comments as samples will be held for a maximum of 30 days. After 30 days samples will be returned or disposed of in an appropriate manner.

All testing results were evaluated subjectively for consistency and reasonableness, and the results appear to be reasonably representative of the material tested. However, DBS&A does not assume any responsibility for interpretations or analyses based on the data enclosed, nor can we guarantee that these data are fully representative of the undisturbed materials at the field site. We recommend that careful evaluation of these laboratory results be made for your particular application.

The testing utilized to generate the enclosed report employs methods that are standard for the industry. The results do not constitute a professional opinion by DBS&A, nor can the results affect any professional or expert opinions rendered with respect thereto by DBS&A. You have acknowledged that all the testing undertaken by us, and the report provided, constitutes mere test results using standardized methods, and cannot be used to disqualify DBS&A from rendering any professional or expert opinion, having waived any claim of conflict of interest by DBS&A.

We are pleased to provide this service to AMEC and look forward to future laboratory testing on other projects. If you have any questions about the enclosed data, please do not hesitate to call.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.  
SOIL TESTING & RESEARCH LABORATORY

Joleen Hines  
Laboratory Supervising Manager

Enclosure

*Daniel B. Stephens & Associates, Inc.*  
*Soil Testing & Research Laboratory*

4400 Alameda Blvd. NE, Suite C  
Albuquerque, NM 87113

505-889-7752  
FAX 505-889-0258

## **Summaries**



Daniel B. Stephens & Associates, Inc.

### Summary of Tests Performed

Laboratory Sample Number	Initial Soil Properties <sup>1</sup>		Saturated Hydraulic Conductivity <sup>2</sup>				Moisture Characteristics <sup>3</sup>						Particle Size <sup>4</sup>			Specific Gravity <sup>5</sup>			Atterberg Limits	Proctor Compaction		
	G	VM	VD	CH	FH	FW	HC	PP	FP	DPP	RH	EP	WHC	K <sub>unsat</sub>	DS	WS	H	F			C	UU <sup>6</sup>
13-0630-14	X	X																		X		
13-0630-30	X	X																		X		
13-0630-36	X	X																		X		
13-0630-52	X	X																		X		

<sup>1</sup> G = Gravimetric Moisture Content, VM = Volume Measurement Method, VD = Volume Displacement Method

<sup>2</sup> CH = Constant Head Rigid Wall, FH = Falling Head Rigid Wall, FW = Falling Head Rising Tail Flexible Wall

<sup>3</sup> HC = Hanging Column, PP = Pressure Plate, FP = Filter Paper, DPP = Dew Point Potentiometer, RH = Relative Humidity Box, EP = Effective Porosity, WHC = Water Holding Capacity, K<sub>unsat</sub> = Calculated Unsaturated Hydraulic Conductivity

<sup>4</sup> DS = Dry Sieve, WS = Wet Sieve, H = Hydrometer

<sup>5</sup> F = Fine (<4.75mm), C = Coarse (>4.75mm)

<sup>6</sup> UU = Unconsolidated Undrained Triaxial



## Notes

### **Sample Receipt:**

Four samples were hand delivered on July 16, 2013. Three samples arrived, each in a 3" x 30" Shelby tube sealed on both ends with end caps and tape. One sample arrived in a 3" x 21.75" Shelby tube sealed on both ends with end caps and tape.

### **Sample Preparation and Testing Notes:**

An intact sub-sample was obtained from each sample by pushing a ~2" x 4" testing ring into the material. The material was then extruded and placed in rubber membranes for testing.

Prepared sub-samples were subjected to triaxial unconsolidated-undrained testing.

Total porosity calculations in this report are based on the use of an assumed specific gravity value of 2.65.



### Summary of Unconsolidated-Undrained Compression Tests

Sample Number	Unconsolidated-Undrained Compressive Strength (tsf)
13-0630-14	9.91
13-0630-30	16.19
13-0630-36	4.41
13-0630-52	9.67

# **Unconsolidated-Undrained (UU) Triaxial Compression Testing**



### Summary of Unconsolidated-Undrained Compression Tests

Sample Number	Unconsolidated-Undrained Compressive Strength (tsf)
13-0630-14	9.91
13-0630-30	16.19
13-0630-36	4.41
13-0630-52	9.67



Daniel B. Stephens & Associates, Inc.

## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

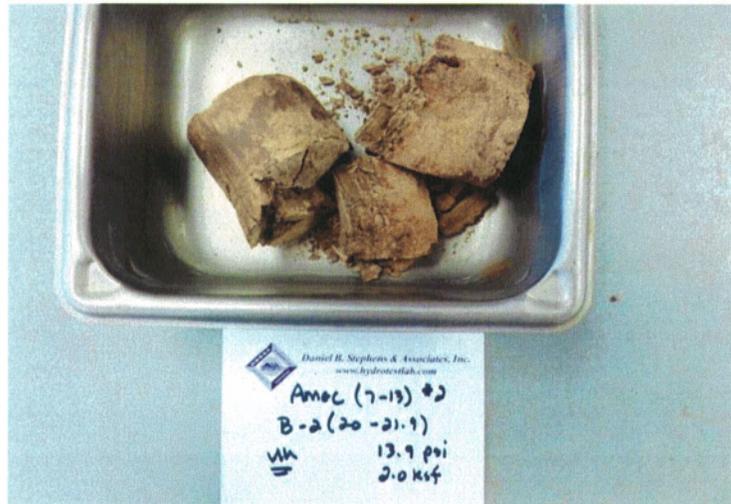
Job Number: LB13.0169.00

Sample Number: 13-0630-14

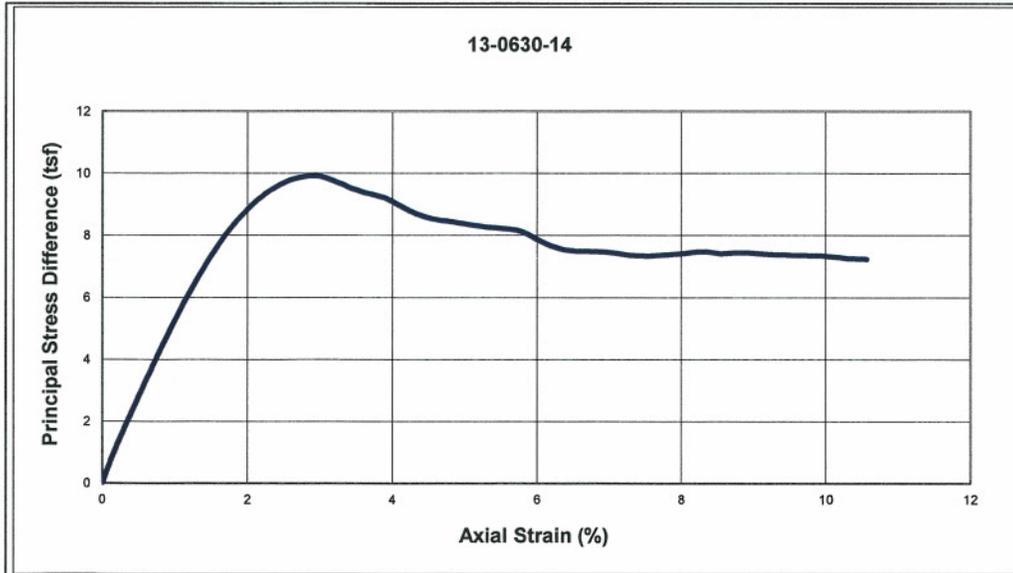
Project Number: 13-517-00038

Project Name: Allison Bridge

Photograph of Failure



Stress-Strain Plot





### Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC  
Job Number: LB13.0169.00  
Sample Number: 13-0630-14  
Project Number: 13-517-00038  
Project Name: Allison Bridge

#### Initial Sample Properties

Initial Mass (g): 320.29  
Length (cm): 9.67  
Diameter (cm): 4.86  
Dry Mass (g): 288.86  
Height to Diameter Ratio: 2.0  
Area (cm<sup>2</sup>): 18.54  
Volume (cm<sup>3</sup>): 179.33  
Dry Density (g/cm<sup>3</sup>): 1.61  
Dry Unit Weight (lbf/ft<sup>3</sup>): 100.56  
Equivalent Height of Solids (cm): 5.88  
Water Content Trimmings (% g/g): 10.2  
Water Content (% g/g): 10.9  
Water Content (% vol): 17.5  
Porosity (% vol): 39.2  
Void Ratio (e): 0.645  
Saturation (%): 44.7  
Date/Time Test Initiated: 7/17/13 1458

#### Test and Sample Conditions

Visual Description of Sample: Clayey/silty sand  
USCS Classification: NA  
Plastic Limit: NA  
Liquid Limit: NA  
Moisture Determination:  Trimmings  Entire Sample  
 Before Shear  After Shear  
Sample Preparation:  In situ sample, extruded  
 Remolded Sample  
Split: NA  
Percent Coarse Material (%): NA  
Particle Density (g/cm<sup>3</sup>): 2.65  Assumed  Measured  
Failure Criterion:  15% Strain  at Failure  
Minor Stress at Failure ( $\sigma_3$ ) (psi): 13.87  
Major Stress at Failure ( $\sigma_1$ ) (psi): 151.51  
Membrane Correction Applied:  Yes  No  
Avg. Rate of Strain to Failure (%/min): 0.3  
Strain ( $\epsilon$ ) at Failure (%): 2.9  
Remarks on Failure: Diagonal fracture top with other fracturing.

**Unconsolidated-Undrained Compressive Strength (tsf): 9.91**

Laboratory analysis by: D. O'Dowd  
Data entered by: D. O'Dowd  
Checked by: J. Hines



## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

Job Number: LB13.0169.00

Sample Number: 13-0630-30

Project Number: 13-517-00038

Project Name: Allison Bridge

### Initial Sample Properties

Initial Mass (g): 347.8  
Length (cm): 9.68  
Diameter (cm): 4.85  
Dry Mass (g): 301.1  
Height to Diameter Ratio: 2.0  
Area (cm<sup>2</sup>): 18.44  
Volume (cm<sup>3</sup>): 178.46  
Dry Density (g/cm<sup>3</sup>): 1.69  
Dry Unit Weight (lbf/ft<sup>3</sup>): 105.33  
Equivalent Height of Solids (cm): 6.16  
Water Content Trimmings (% g/g): 15.5  
Water Content (% g/g): 15.5  
Water Content (% vol): 26.2  
Porosity (% vol): 36.3  
Void Ratio (e): 0.571  
Saturation (%): 72.0  
Date/Time Test Initiated: 7/17/13 1401

### Test and Sample Conditions

Visual Description of Sample: Silt w/clay - Dense  
USCS Classification: NA  
Plastic Limit: NA  
Liquid Limit: NA  
Moisture Determination:  Trimmings  Entire Sample  
 Before Shear  After Shear  
Sample Preparation:  In situ sample, extruded  
 Remolded Sample  
Split: NA  
Percent Coarse Material (%): NA  
Particle Density (g/cm<sup>3</sup>): 2.65  Assumed  Measured  
Failure Criterion:  15% Strain  at Failure  
Minor Stress at Failure ( $\sigma_3$ ) (psi): 20.74  
Major Stress at Failure ( $\sigma_1$ ) (psi): 245.60  
Membrane Correction Applied:  Yes  No  
Avg. Rate of Strain to Failure (%/min): 0.3  
Strain ( $\epsilon$ ) at Failure (%): 4.2  
Remarks on Failure: Diagonal shear w/slickensides present.

**Unconsolidated-Undrained Compressive Strength (tsf): 16.19**

Laboratory analysis by: D. O'Dowd

Data entered by: D. O'Dowd

Checked by: J. Hines



## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

Job Number: LB13.0169.00

Sample Number: 13-0630-30

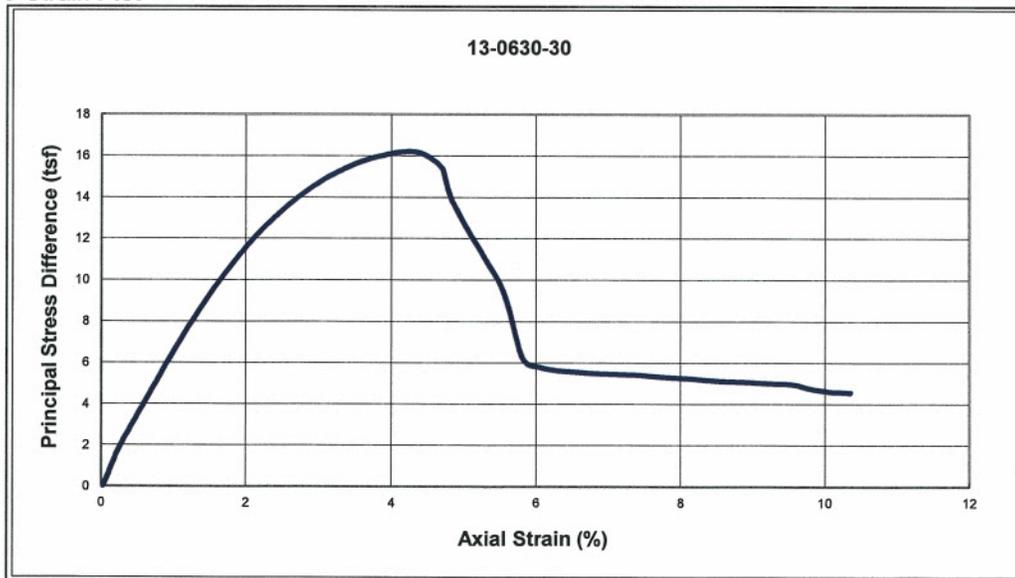
Project Number: 13-517-00038

Project Name: Allison Bridge

Photograph of Failure



Stress-Strain Plot





Daniel B. Stephens & Associates, Inc.

## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

Job Number: LB13.0169.00

Sample Number: 13-0630-36

Project Number: 13-517-00038

Project Name: Allison Bridge

### Initial Sample Properties

Initial Mass (g): 358.57

Length (cm): 9.72

Diameter (cm): 4.85

Dry Mass (g): 288.55

Height to Diameter Ratio: 2.0

Area (cm<sup>2</sup>): 18.50

Volume (cm<sup>3</sup>): 179.70

Dry Density (g/cm<sup>3</sup>): 1.61

Dry Unit Weight (lbf/ft<sup>3</sup>): 100.24

Equivalent Height of Solids (cm): 5.89

Water Content Trimmings (% g/g): 23.0

Water Content (% g/g): 24.3

Water Content (% vol): 39.0

Porosity (% vol): 39.4

Void Ratio (e): 0.650

Saturation (%): 98.9

Date/Time Test Initiated: 7/18/13 1017

### Test and Sample Conditions

Visual Description of Sample: Silty Clay

USCS Classification: NA

Plastic Limit: NA

Liquid Limit: NA

Moisture Determination:  Trimmings  Entire Sample

Before Shear  After Shear

Sample Preparation:  In situ sample, extruded

Remolded Sample

Split: NA

Percent Coarse Material (%): NA

Particle Density (g/cm<sup>3</sup>): 2.65  Assumed  Measured

Failure Criterion:  15% Strain  at Failure

Minor Stress at Failure ( $\sigma_3$ ) (psi): 41.69

Major Stress at Failure ( $\sigma_1$ ) (psi): 102.94

Membrane Correction Applied:  Yes  No

Avg. Rate of Strain to Failure (%/min): 1.0

Strain ( $\epsilon$ ) at Failure (%): 11.6

Remarks on Failure: Diagonal shear w/slickensides present.

**Unconsolidated-Undrained Compressive Strength (tsf): 4.41**

Laboratory analysis by: D. O'Dowd

Data entered by: D. O'Dowd

Checked by: J. Hines



### Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

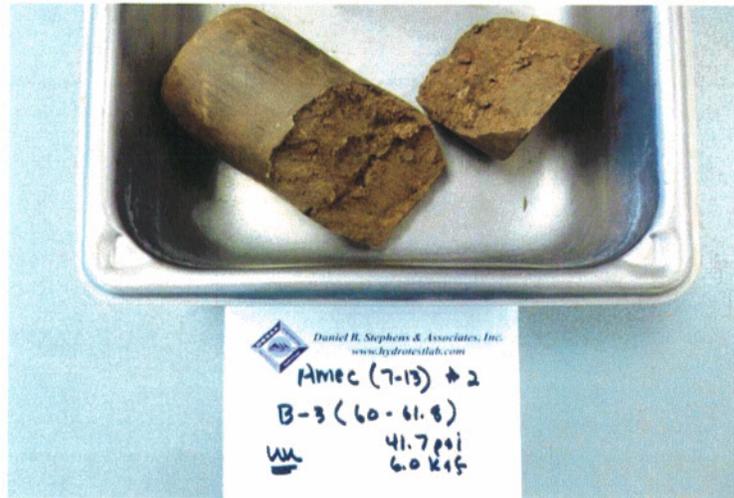
Job Number: LB13.0169.00

Sample Number: 13-0630-36

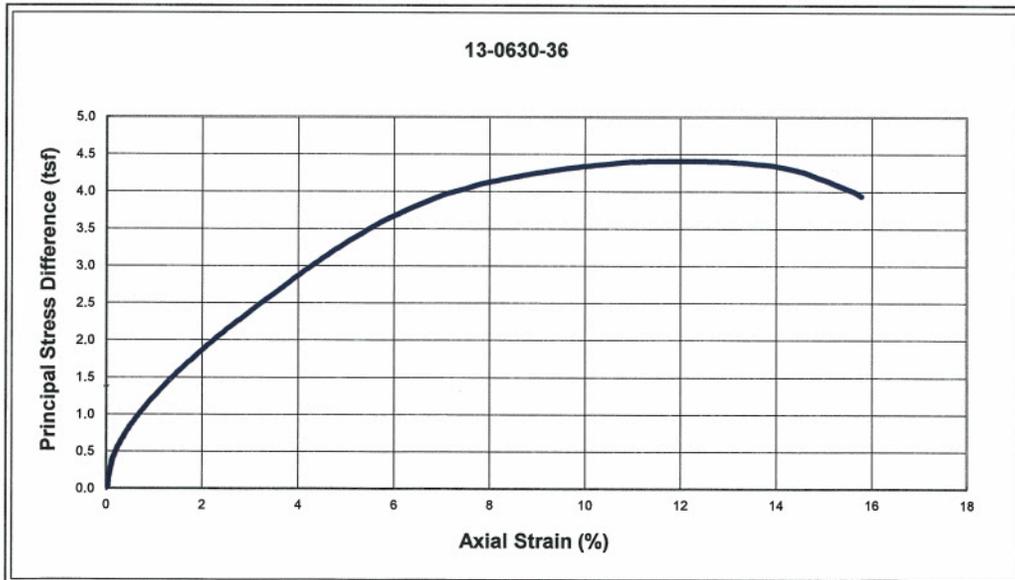
Project Number: 13-517-00038

Project Name: Allison Bridge

Photograph of Failure



Stress-Strain Plot





## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

Job Number: LB13.0169.00

Sample Number: 13-0630-52

Project Number: 13-517-00038

Project Name: Allison Bridge

### Initial Sample Properties

Initial Mass (g): 341.47  
Length (cm): 9.68  
Diameter (cm): 4.89  
Dry Mass (g): 283.79  
Height to Diameter Ratio: 2.0  
Area (cm<sup>2</sup>): 18.76  
Volume (cm<sup>3</sup>): 181.53  
Dry Density (g/cm<sup>3</sup>): 1.56  
Dry Unit Weight (lb/ft<sup>3</sup>): 97.60  
Equivalent Height of Solids (cm): 5.71  
Water Content Trimmings (% g/g): 19.9  
Water Content (% g/g): 20.3  
Water Content (% vol): 31.8  
Porosity (% vol): 41.0  
Void Ratio (e): 0.695  
Saturation (%): 77.5  
Date/Time Test Initiated: 7/18/13 1047

### Test and Sample Conditions

Visual Description of Sample: Silty Clay  
USCS Classification: NA  
Plastic Limit: NA  
Liquid Limit: NA  
Moisture Determination:  Trimmings  Entire Sample  
 Before Shear  After Shear  
Sample Preparation:  In situ sample, extruded  
 Remolded Sample  
Split: NA  
Percent Coarse Material (%): NA  
Particle Density (g/cm<sup>3</sup>): 2.65  Assumed  Measured  
Failure Criterion:  15% Strain  at Failure  
Minor Stress at Failure ( $\sigma_3$ ) (psi): 38.22  
Major Stress at Failure ( $\sigma_1$ ) (psi): 172.53  
Membrane Correction Applied:  Yes  No  
Avg. Rate of Strain to Failure (%/min): 1.0  
Strain ( $\epsilon$ ) at Failure (%): 8.0  
Remarks on Failure: Diagonal shear w/slickensides present.

**Unconsolidated-Undrained Compressive Strength (tsf): 9.67**

Laboratory analysis by: D. O'Dowd

Data entered by: D. O'Dowd

Checked by: J. Hines



Daniel B. Stephens & Associates, Inc.

## Unconsolidated-Undrained Triaxial Compression Test (UU-Test) - ASTM D2850

Job Name: AMEC

Job Number: LB13.0169.00

Sample Number: 13-0630-52

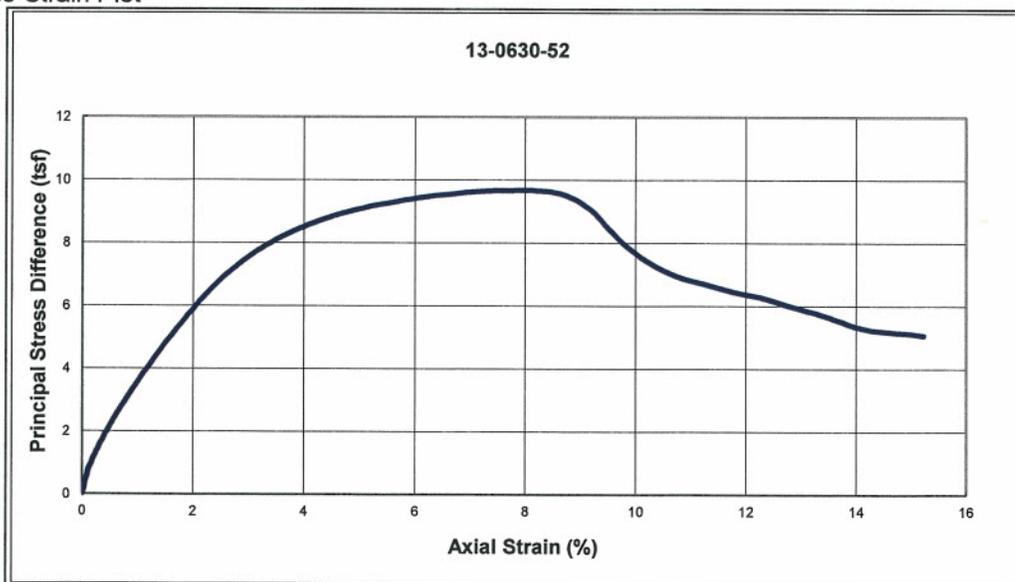
Project Number: 13-517-00038

Project Name: Allison Bridge

Photograph of Failure



Stress-Strain Plot



## **Laboratory Tests and Methods**



*Daniel B. Stephens & Associates, Inc.*

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### **Tests and Methods**

Dry Bulk Density:	ASTM D7263
Moisture Content:	ASTM D7263
Calculated Porosity:	ASTM D7263
Unconsolidated Undrained Triaxial:	ASTM D2850



Hall Environmental Analysis Laboratory  
4901 Hawkins NE  
Albuquerque, NM 87109  
TEL: 505-345-3975 FAX: 505-345-4107  
Website: [www.hallenvironmental.com](http://www.hallenvironmental.com)

July 31, 2013

Jason Olivar  
AMEC  
8519 Jefferson Street, NE  
Albuquerque, NM 87113  
TEL: (505) 821-1807  
FAX (505) 821-7371

RE: Rio Puerco

OrderNo.: 1307D24

Dear Jason Olivar:

Hall Environmental Analysis Laboratory received 1 sample(s) on 7/30/2013 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to [www.hallenvironmental.com](http://www.hallenvironmental.com) or the state specific web sites. In order to properly interpret your results it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0190

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Freeman".

Andy Freeman  
Laboratory Manager  
4901 Hawkins NE  
Albuquerque, NM 87109

## Hall Environmental Analysis Laboratory, Inc.

CLIENT: AMEC

Client Sample ID: 13.517.00038.13.0630-42

Project: Rio Puerco

Collection Date: 7/30/2013 10:45:00 AM

Lab ID: 1307D24-001

Matrix: SOIL

Received Date: 7/30/2013 10:55:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed	Batch
<b>EPA METHOD 300.0: ANIONS</b>							Analyst: <b>JRR</b>
Chloride	54	30		mg/Kg	20	7/30/2013 7:51:32 PM	8634
Sulfate	330	30		mg/Kg	20	7/30/2013 7:51:32 PM	8634
<b>SM4500-H+B: PH</b>							Analyst: <b>KS</b>
pH	8.37	1.68		pH Units	1	7/31/2013 2:56:00 PM	R12316

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:		
*	Value exceeds Maximum Contaminant Level.	B Analyte detected in the associated Method Blank
E	Value above quantitation range	H Holding times for preparation or analysis exceeded
J	Analyte detected below quantitation limits	ND Not Detected at the Reporting Limit
O	RSD is greater than RSDlimit	P Sample pH greater than 2 for VOA and TOC only.
R	RPD outside accepted recovery limits	RL Reporting Detection Limit

# QC SUMMARY REPORT

## Hall Environmental Analysis Laboratory, Inc.

WO#: 1307D24

31-Jul-13

**Client:** AMEC  
**Project:** Rio Puerco

Sample ID <b>MB-8634</b>	SampType: <b>MBLK</b>	TestCode: <b>EPA Method 300.0: Anions</b>								
Client ID: <b>PBS</b>	Batch ID: <b>8634</b>	RunNo: <b>12307</b>								
Prep Date: <b>7/30/2013</b>	Analysis Date: <b>7/30/2013</b>	SeqNo: <b>350015</b>	Units: <b>mg/Kg</b>							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	ND	1.5								
Sulfate	ND	1.5								

Sample ID <b>LCS-8634</b>	SampType: <b>LCS</b>	TestCode: <b>EPA Method 300.0: Anions</b>								
Client ID: <b>LCSS</b>	Batch ID: <b>8634</b>	RunNo: <b>12307</b>								
Prep Date: <b>7/30/2013</b>	Analysis Date: <b>7/30/2013</b>	SeqNo: <b>350016</b>	Units: <b>mg/Kg</b>							
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	14	1.5	15.00	0	93.0	90	110			
Sulfate	28	1.5	30.00	0	93.1	90	110			

### Qualifiers:

- |  |  |
|--|--|
| * Value exceeds Maximum Contaminant Level.   | B Analyte detected in the associated Method Blank    |
| E Value above quantitation range             | H Holding times for preparation or analysis exceeded |
| J Analyte detected below quantitation limits | ND Not Detected at the Reporting Limit               |
| O RSD is greater than RSDlimit               | P Sample pH greater than 2 for VOA and TOC only.     |
| R RPD outside accepted recovery limits       | RL Reporting Detection Limit                         |

**Sample Log-In Check List**

Client Name: AMEC

Work Order Number: 1307D24

RcptNo: 1

Received by/date: KMS 07/30/13

Logged By: Lindsay Mangin 7/30/2013 10:55:00 AM *Jessie Mangin*

Completed By: Lindsay Mangin 7/30/2013 11:01:20 AM *Jessie Mangin*

Reviewed By: *[Signature]* 07/30/13

**Chain of Custody**

- 1. Custody seals intact on sample bottles? Yes  No  Not Present
- 2. Is Chain of Custody complete? Yes  No  Not Present
- 3. How was the sample delivered? Client

**Log In**

- 4. Was an attempt made to cool the samples? Yes  No  NA
- 5. Were all samples received at a temperature of >0° C to 6.0°C? Yes  No  NA   
Approved by client.
- 6. Sample(s) in proper container(s)? Yes  No   
Approved by client.
- 7. Sufficient sample volume for indicated test(s)? Yes  No
- 8. Are samples (except VOA and ONG) properly preserved? Yes  No
- 9. Was preservative added to bottles? Yes  No  NA
- 10. VOA vials have zero headspace? Yes  No  No VOA Vials
- 11. Were any sample containers received broken? Yes  No
- 12. Does paperwork match bottle labels? Yes  No   
(Note discrepancies on chain of custody)
- 13. Are matrices correctly identified on Chain of Custody? Yes  No
- 14. Is it clear what analyses were requested? Yes  No
- 15. Were all holding times able to be met? Yes  No   
(If no, notify customer for authorization.)

# of preserved bottles checked for pH: \_\_\_\_\_  
 (<2 or >12 unless noted)  
 Adjusted? \_\_\_\_\_  
 Checked by: \_\_\_\_\_

**Special Handling (if applicable)**

- 16. Was client notified of all discrepancies with this order? Yes  No  NA

Person Notified: \_\_\_\_\_ Date: \_\_\_\_\_  
 By Whom: \_\_\_\_\_ Via:  eMail  Phone  Fax  In Person  
 Regarding: \_\_\_\_\_  
 Client Instructions: \_\_\_\_\_

17. Additional remarks:

**18. Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	22.5	Good	Not Present			



## **APPENDIX B**

### **Driven Pipe Pile LRFD Factored and Nominal Compression Resistance Charts**

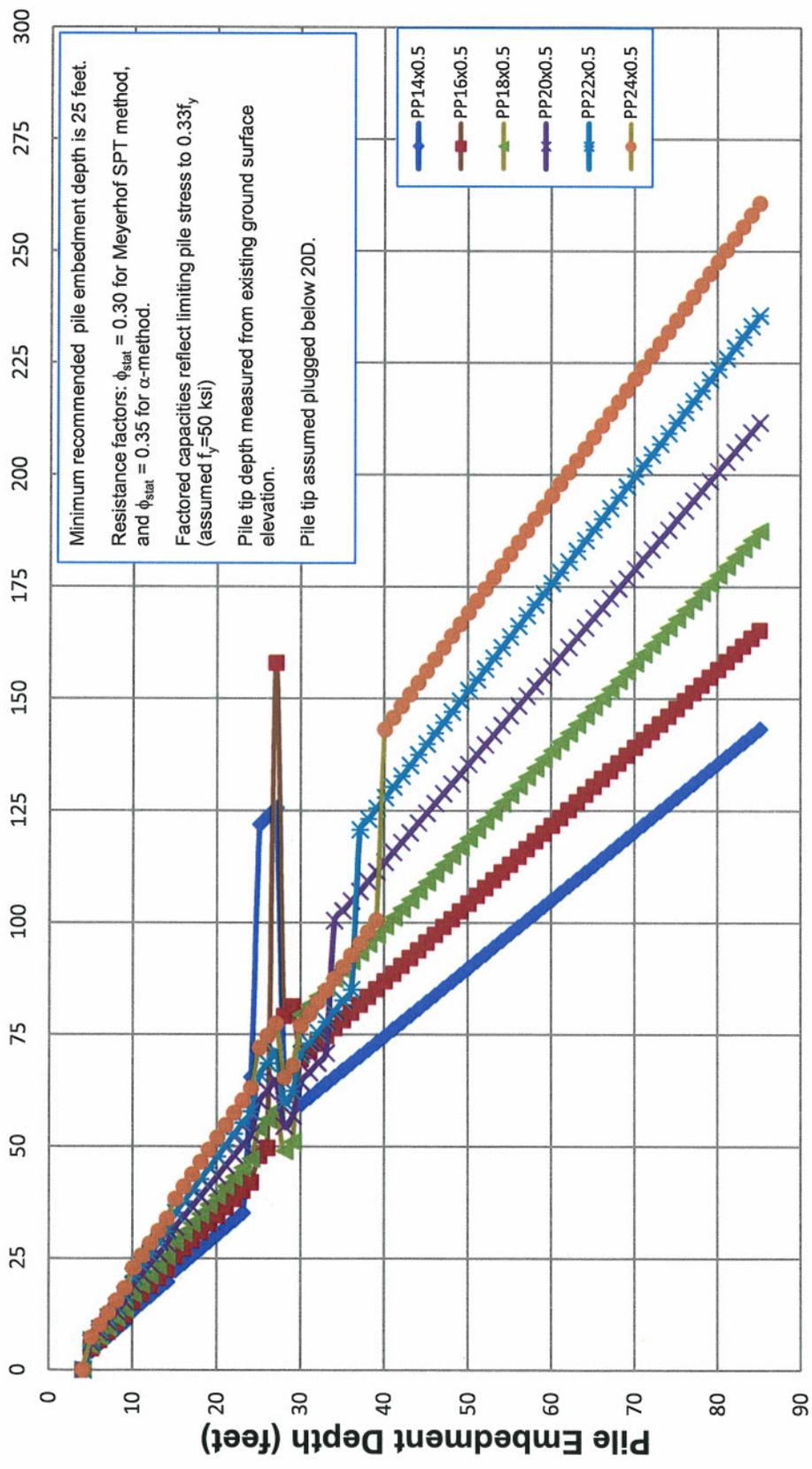
#### **Embankment Settlement Calculations**

# Allison Road Bridge Over Rio Puerco

## Factored Compression Resistance for Driven Open-End Pipe Piles

### LRFD Strength Method

### North and South Abutments



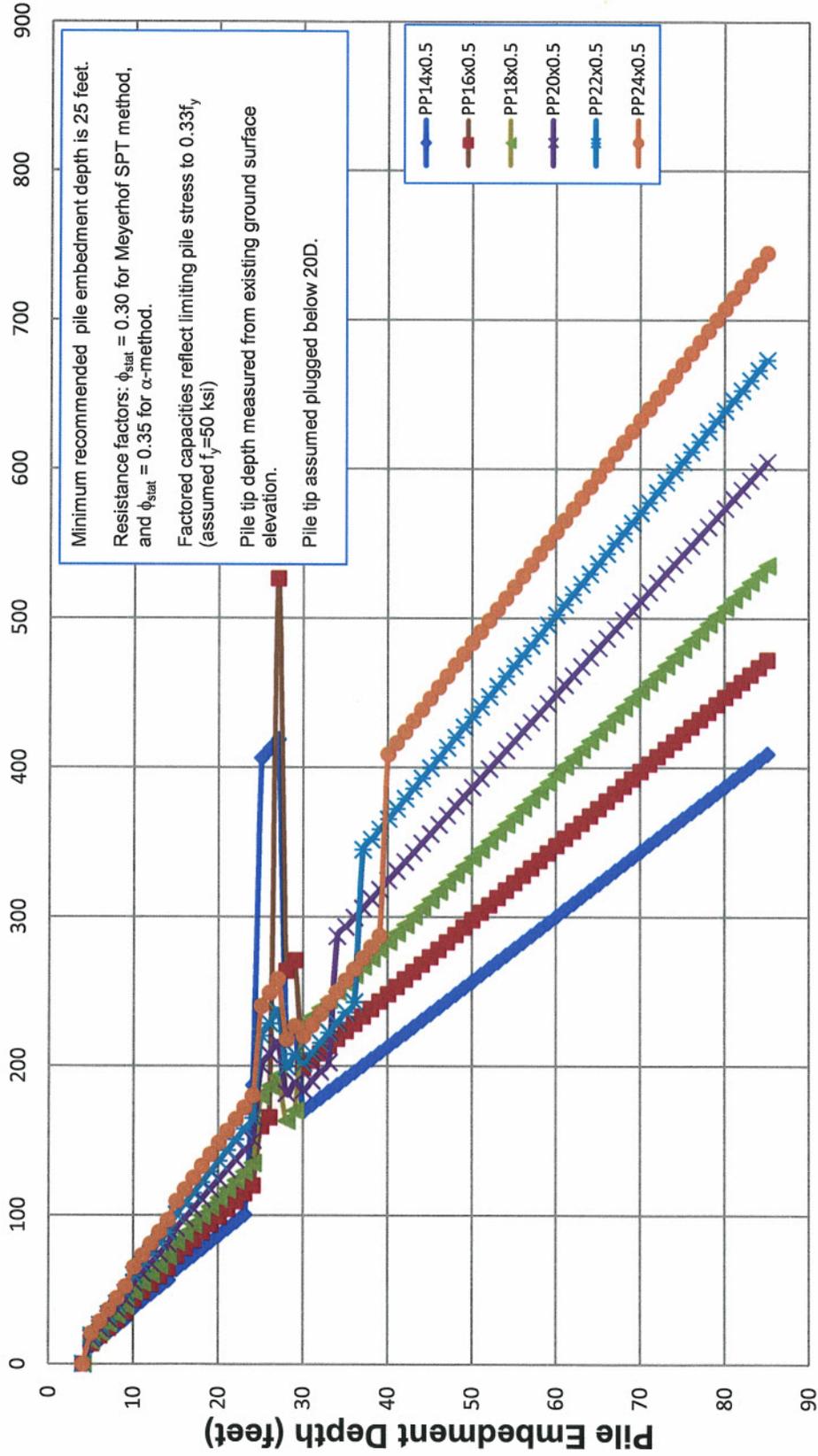
Factored Compression Resistance (kips)

# Allison Road Bridge Over Rio Puerco

## Nominal Compression Resistance for Driven Open-End Pipe Piles

### LRFD Strength Method

### North and South Abutments



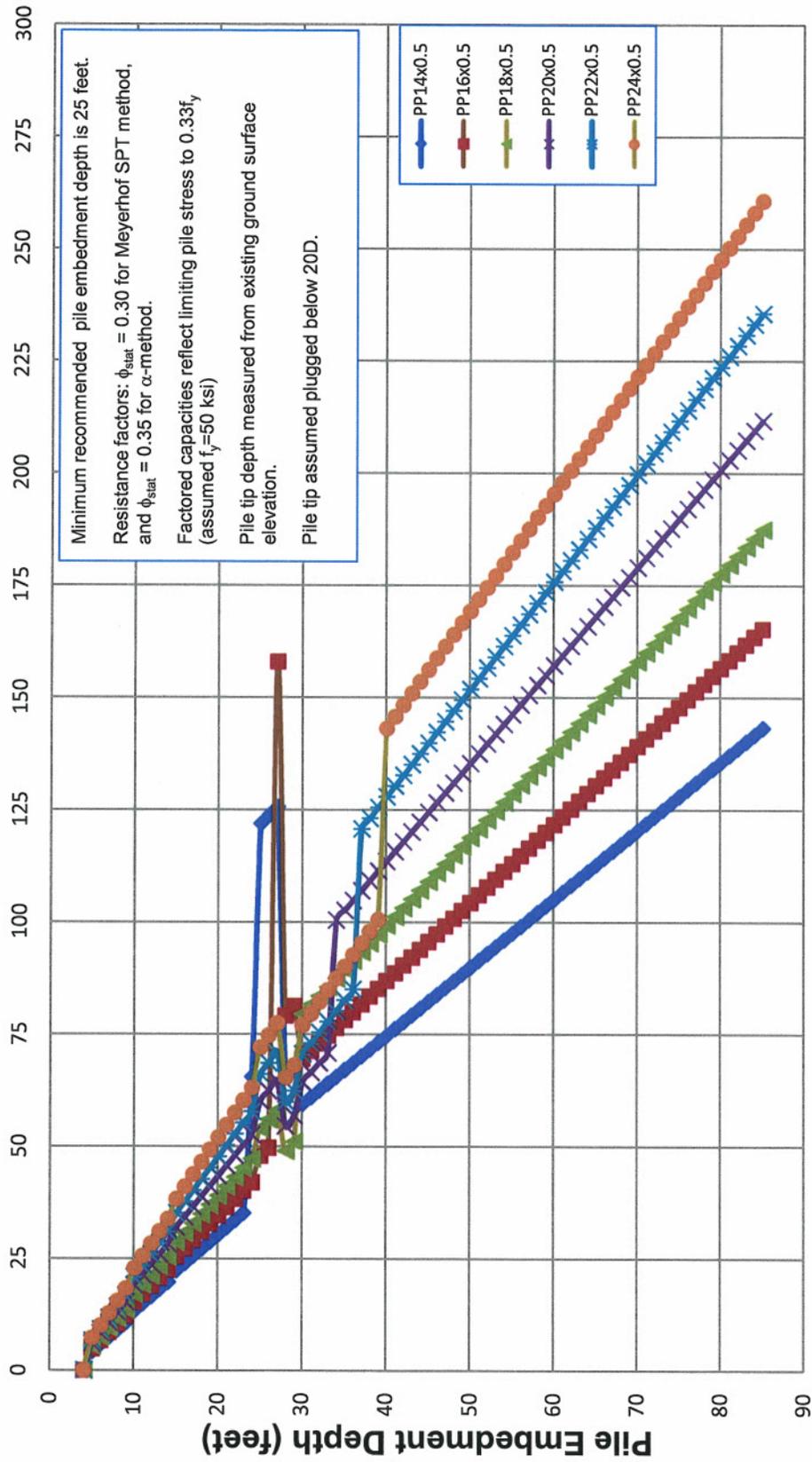
Nominal Compression Resistance (kips)

# Allison Road Bridge Over Rio Puerco

## Factored Compression Resistance for Driven Open-End Pipe Piles

### LRFD Strength Method

#### Center Pier



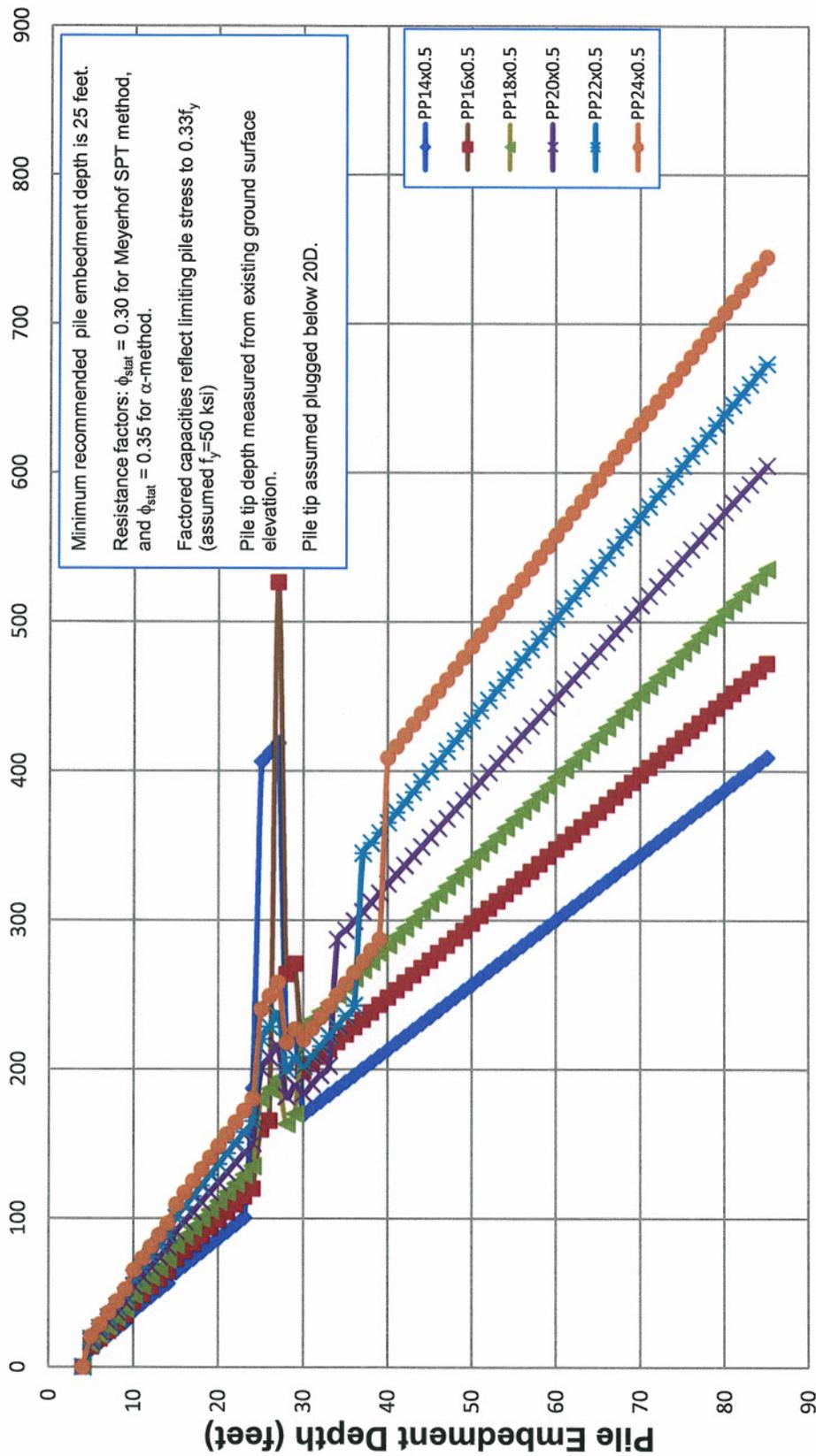
Factored Compression Resistance (kips)

# Allison Road Bridge Over Rio Puerco

## Nominal Compression Resistance for Driven Open-End Pipe Piles

### LRFD Strength Method

#### Center Pier



Nominal Compression Resistance (kips)

PROJECT ALLISON PD BRIDGE

PROJECT NO. 13-517-00038

SUBJECT EMBANKMENT SETTLEMENT

BY BOC

DATE 7.30.13

REVIEWED BY \_\_\_\_\_

DATE \_\_\_\_\_

ESTIMATE ELASTIC MODULUS FROM UU-TEST DATA:

Sample 13-0630-14

$$E_s = \frac{\Delta \sigma}{\Delta \epsilon} = \frac{6 \text{ tsf}^{12 \text{ ksf}}}{0.0133} = 902 \text{ ksf} \checkmark$$

Sample 13-0630-30

$$E_s = \frac{8 \text{ tsf}}{0.0127} = 1260 \text{ ksf}$$

Sample 13-0630-36

$$E_s = \frac{14 \text{ tsf}}{0.012} = 233 \text{ ksf}$$

Sample 13-0630-52

$$E_s = \frac{5.9 \text{ tsf}}{0.020} = 590 \text{ ksf}$$

Average  $E_s = \underline{746 \text{ ksf}}$

ESTIMATE ELASTIC SETTLEMENT (BOWLES 1<sup>ST</sup> ED. 1968)

$$\checkmark S = M_0 M_1 q B \frac{1 - \mu^2}{E_s}$$

ASSUME EMBANKMENT OF 20' HIGH X 40' WIDE:

1  $q = 240 \text{ ksf}$  ( $\gamma_m = 120 \text{ pcf}$ )

1  $B = 40'$

1  $\mu = 0.3$

$H = 200'$  (DEPTH TO BEDROCK)

$M_1 = 1.3$

$M_0 = 1.0$

$$\checkmark S = (1.0)(1.3)(240 \text{ ksf})(40') \frac{(1 - 0.3^2)}{746 \text{ ksf}}$$

$\checkmark \approx 0.15'$

$\checkmark \approx \underline{2''}$  FOR LONGTERM  $S_t$ , ASSUME 200%  $S_t$ ,  $\therefore 4''$

PROJECT ANLISON RD BRIDGE, GALLUP

PROJECT NO. 13-517-00038

SUBJECT TYPICAL GEOTECH PROFILE

BY 600

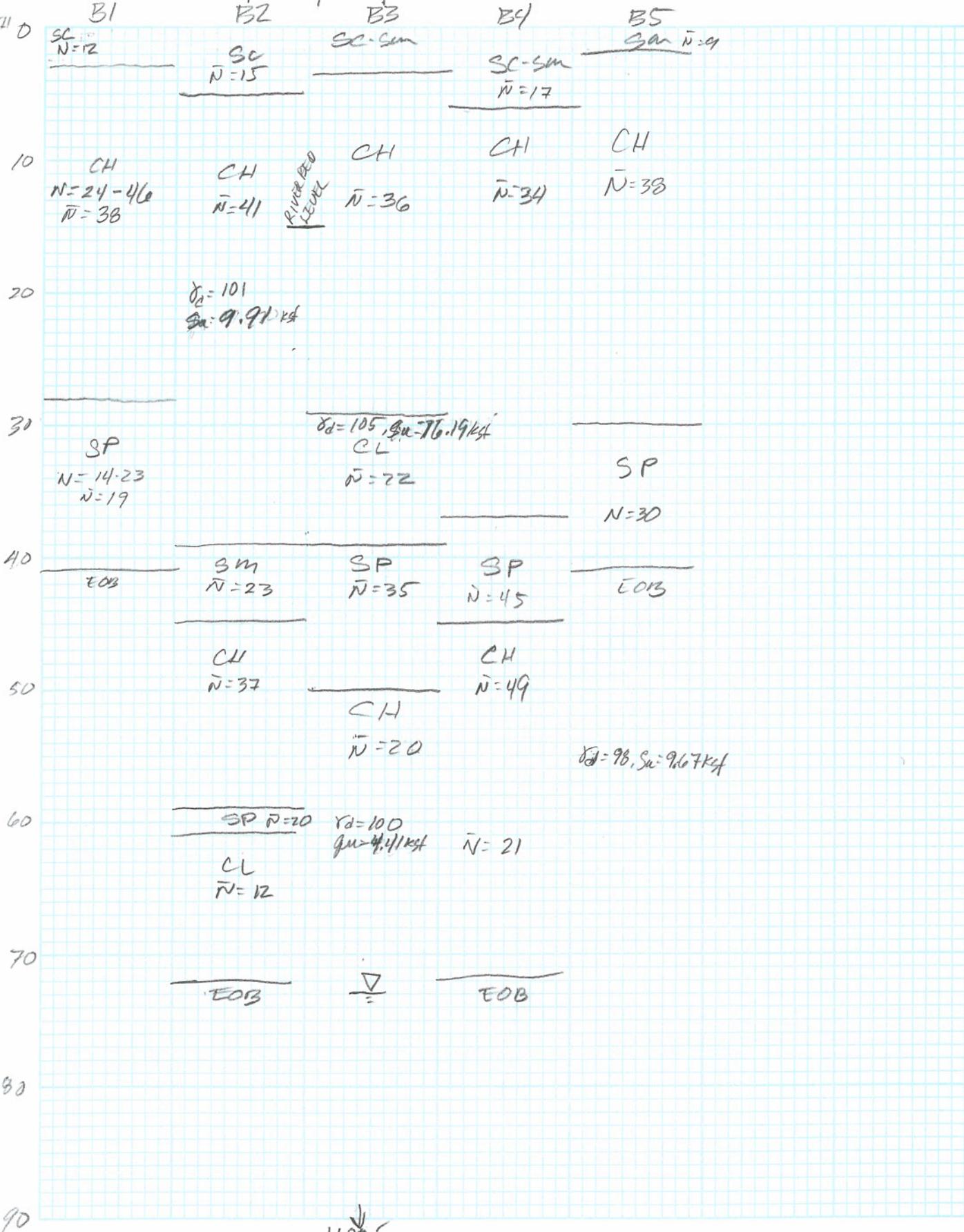
DATE 7.29.13

N. ABUT      PIER      S. ABUT

REVIEWED BY \_\_\_\_\_

DATE \_\_\_\_\_

DEPTH (ft)



26 August, 2013  
AMEC Project No. 13-517-00038  
Addendum No. 1



Bohannan Huston, Inc.  
Courtyard 1  
7500 Jefferson, NE  
Albuquerque, New Mexico 87109-4335

**RE: GEOTECHNICAL ENGINEERING STUDY  
RIO PUERCO BRIDGE REPLACEMENT  
ALLISON ROAD  
GALLUP, NEW MEXICO**

Attention: Ms. Amanda White, P.E.:

Our addendum to the Geotechnical Engineering Study Report on the referenced project is enclosed.  
This addendum letter contains soil parameters to aid in lateral analysis for driven piles.

Respectfully submitted,

**AMEC Environment & Infrastructure, Inc.**

A handwritten signature in blue ink that reads "Lee J. Mitchell".

Lee J. Mitchell, P.E.  
Senior Geotechnical Engineer



LJM:rrk

**Reviewed by:**

A handwritten signature in black ink that reads "John C. Lommler for".

John C. Lommler, Ph.D., P.E., D.GE  
Principal Geotechnical Engineer

Copies: Addressee (3)

AMEC Environment & Infrastructure, Inc.  
8519 Jefferson, N.E.  
Albuquerque, New Mexico 87113  
Telephone: 505/821-1801  
Fax: 505/821-7371  
www.amec.com



**Lateral Pile Parameters**

Soil parameters for lateral analysis were developed to aid the project structural engineer in the design of driven piles. The parameters are given in the table below and are based on data from Boring B-3. The depths in the table are referenced from existing ground surface at the time of drilling. L-Pile version 4.0 or higher should be used for lateral analysis.

**Table 1. Soil Parameters for Lateral Analysis (Boring B-3)**

Depth, ft	Soil Type	$\gamma$ , pci	c, psi	$\phi$ , degrees	k, pci	$E_{50}$
0-3*	API Sand	0.0567	-	30	50	-
3-38	Stiff Clay w/o free water	0.0579	27.8	-	1000	0.003
38-50	API Sand	0.0608	-	34	125	-
50-65	Stiff Clay w/o free water	0.0579	27.8	-	1000	0.003

\*Near surface soils are assumed to be protected from erosion or they should be removed from analysis.

This addendum letter should be attached to the original report and made a part thereof. Should any questions arise concerning this report, we would be pleased to discuss them with you.

**STANDARD SPECIFICATIONS  
FOR THE  
ALLISON ROAD – RIO PUERCO BRIDGE RECONSTRUCTION**

The New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall govern construction of the project except where revised or amended by the Supplemental General Provisions, Special Provisions and Supplemental Specifications. Where “NMDOT”, “District” or “Department” is referenced, substitute “City of Gallup” and “City of Gallup Public Works” as applicable.

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