

City of Las Cruces[®]

P E O P L E H E L P I N G P E O P L E

Hacienda/Homestead Acres Estates Sewer Improvements Project, Phase 1

PROJECT NO. 15-16-027

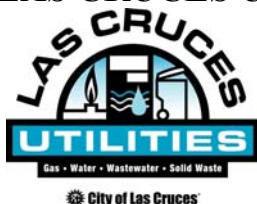
BOARD OF COMMISSIONERS FOR THE CITY OF LAS CRUCES UTILITIES

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PREPARED BY:
Souder, Miller & Associates
Adrian Renteria

CITY OF LAS CRUCES UTILITIES



INDEX

PROJECT NAME:	HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1
PROJECT NUMBER:	15-16-027
BID DUE DATE/TIME	OCTOBER 14, 2015 @ 10:00am

CONSTRUCTION BID SUBMITTAL CHECKLIST3

INVITATION TO BID4

BID ITEM DESCRIPTIONS7

BID11

LIST OF SUBCONTRACTORS18

BID BOND19

CONTRACT23

LABOR AND MATERIAL PAYMENT BOND25

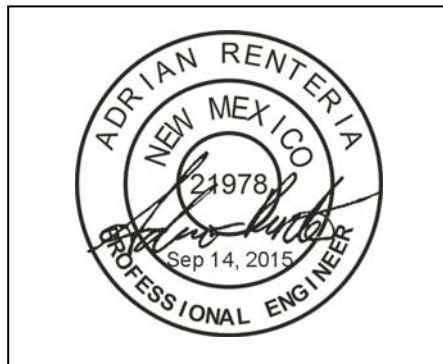
PERFORMANCE BOND28

REFERENCED SPECIFICATIONS30

SPECIAL CONDITIONS31

CONTRACT ADMINISTRATION FORMS65

NEW MEXICO WAGE RATE DETERMINATION69



Engineers Seal

CONSTRUCTION BID SUBMITTAL CHECKLIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
List of Subcontractors	List all subcontractors performing work or labor or rendering service in an amount in excess of \$5,000 or ½ of 1 percent of the Engineer's Estimate of the base bid, whichever is greater.
Bid Bond	Bond must be for the amount specified that covers all alternates, and, from a surety that is authorized to do business in New Mexico
Proof of Insurance	Provide either a current insurance certificate for the project with all supporting endorsements or letter from authorized carrier certifying that the required proof coverage with supporting endorsements will be timely provided prior to contract execution.
Resident Preference Certificate	To qualify for a 5% Resident Contractor preference, provide certificate issued by the NM Tax and Revenue Department.
Veteran Resident Preference Certificate and Business Volume Declaration form	To receive a 7%, 8%, or 10% Veteran Preference, as applicable, submit veteran certificate issued by the NM Tax and Revenue Department and Business Volume Declaration form.
Local Preference Certificate	To receive a 5% local preference, submit a current Business Certificate issued by the City of Las Cruces Community Development Department.

INVITATION TO BID

PROJECT NAME:	HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1
PROJECT NUMBER:	15-16-027
BID DUE DATE/TIME	OCTOBER 14, 2015 @ 10:00am

The Board of Commissioners for the City of Las Cruces Utilities (“Board”), on behalf of the City of Las Cruces (“City”), is accepting bids until the above BID DUE DATE/TIME for the above referenced project at the City Purchasing Section located on the 3rd floor, Room 3134, 700 N. Main Street, Las Cruces, New Mexico. Bids received after the bid due date/time will be considered non-responsive and not acceptable for bid award.

Copies of the plans and contract documents are available for inspection at no cost or may be obtained upon request at the City Purchasing Section. The plans and contract documents must be returned in good condition within two weeks after the bid opening date.

Plans and contract documents are also posted on the New Mexico Bid System website and may be viewed by registering online at the following web address:

<http://www.newmexicobidsystem.com/City-of-Las-Cruces/Register.asp?ID=1757>

The conduct of this bid solicitation is subject to the City of Las Cruces Procurement Code incorporated herein by reference.

Attendance by prospective prime bidders is non-mandatory at a pre-bid meeting at 1:00 on October 7, 2015 in Room 150 at the Joint Utilities Building at 680 N. Motel Blvd., Las Cruces, New Mexico. Whenever attendance is mandatory, sign-in will be required prior to adjournment of the pre-bid meeting to be considered present. Questions or requests for clarifications related to the bid requirements will be addressed at this meeting and through written addendum.

The City Purchasing Manager/Office is the sole point of contact before and after bid opening up to the time of contract award. Contact with any other City staff or official is prohibited. Bidders found not compliant to this condition will result in its bid being determined non-responsive and not acceptable for award consideration. Inquiries regarding this bid invitation must be in writing and directed to the Purchasing Manager, P.O. Box 20000, Las Cruces, New Mexico, 88004, or faxed to (575) 541-2515, or emailed to bidclerk@las-cruces.org not less than five (5) days prior the bid due date/time. Responses to minor, non-critical inquiries may be informally responded to verbally. Responses to inquiries deemed critical to the solicitation outcome will be made in the form of written addendum and posted on the New Mexico Bid System website no later than two (2) days prior to the bid due date/time. Any other understandings are not binding.

An acceptable bidder's bond payable to the City in an amount not less than five percent (5%) of the total for the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as may be required.

Pursuant to Section 24-100 of the City Procurement Code, geographical preferences are applicable to bids from resident contractors, resident veteran contractors, and/or local contractors for use in evaluating bid prices. Bidders seeking such preference must provide, within their bid documents, a copy of the bidder's resident contractor certificate issued by the New Mexico Tax and Revenue Department and/or Business Certificate issued by the City of Las Cruces Community Development Department. Also, for bidders seeking a resident veteran preference, a completed copy of the Resident Veterans Preference Business Volume Declaration Form

enclosed herein must be submitted with bid documents. The combined total of all preferences is limited to 10%. Geographical preferences, however, are not applicable whenever projects are federally funded and subject to U.S. Office of Management and Budget Circular A 102 "Common Rule" procurement stipulations.

Where the "no substitute; "brand name or equal", "brand name or approved equal", "brand name or pre-approved equal" specification is shown on the solicitation, the use of the brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Alternate products other than the brand name stated must be pre-approved prior to the bid opening. Requests for approval must be made in writing through the City purchasing manager. Response will be issued by written addendum not less than two (2) days prior to bid due date/time.

NEW MEXICO STATE LABOR ENFORCEMENT FUND REGISTRATION NUMBER OF CONTRACTORS & SUBCONTRACTORS:

Except as otherwise provided in the Public Works Minimum Wage Act (ACT), a contractor or subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the ACT must be registered with the New Mexico Department of Workforce Solutions, Labor Relations Division, before bid opening. All tiers of subcontractors shall be subject to the requirements of this subsection. Bids will not be accepted on public works projects subject to the public works minimum wage act amended by House Bill 471, from a contractor that does not provide proof of required registration for itself or its subcontractors at time of bid due date/time.

Contractors and subcontractors may register with the New Mexico Department of Workforce Solutions, Labor Relations Division on a form provided by the Division and in accordance with Department rules. The Department charges a two-year registration fee of four hundred dollars (\$400.). The Division shall issue to the applicant a certificate or registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

Contractors and subcontractors may register at:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

Additional information may be obtained by contacting the Department at 505-841-4405

CONTRACTOR LICENSE

This project is subject to the applicable requirements of Title 14 of the New Mexico Administrative Code (NMAC). The City will reference such requirements in evaluating bids for determining bidder responsibility as related to possession of appropriate licensing to perform the work. The City is not the authority for determining license requirements for this project and, as such, may require any bidder to obtain written confirmation from the New Mexico Construction Industries Division that the bidder and/or any of its subcontractors, at any tier, are appropriately licensed to perform the required work. Written confirmation required by the City shall be provided by the bidder timely within three (3) work days from date of request.

Bid results will not be given over the telephone. For apparent bid results, please email request to bidclerk@las-cruces.org. After the project is awarded, the results will be posted on the NM E-Procurement System website.

**COVER BID ENVELOPES MUST STATE THE FOLLOWING:
HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT,
PHASE 1 Project Number 15-16-027**

BID ITEM DESCRIPTIONS

Bid Item No.	SHORT DESCRIPTIONS OR LONG DESCRIPTIONS	UNIT
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ROADWAY BID LOT

P-R1, D-R1, M-R1, R-R1	TRAFFIC CONTROL PLAN; CIP	
LS		

Traffic Control Plan; complete in place. Payment for this item will cover all costs of labor, traffic control devices, and equipment required to furnish and maintain an approved Traffic Control Plan during construction. This work shall include providing all signing, reflectorized painted markings, temporary removable marking tape, barrels, vertical panels, barricades, , and misc. traffic control devices. All work shall meet the standard specifications set forth in Section 125 and Section 600 of the CLC Standard Specifications for Road Way Construction and the current version of the Manual on Uniform Traffic Control Devices.

The Contractor shall submit a traffic control plan to the City of Las Cruces for approval prior to construction.

The Traffic control plan and maintenance during construction shall be performed by a person certified as a Work Zone Traffic Safety Supervisor with the American Traffic Safety Services Association (ATTSA) or Associated Contractors of New Mexico (ACNM).

P-R2, D-R2, M-R2, R-R2	CONSTRUCTION STAKING; CIP	LS
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This will consist of all labor and materials required to stake the proposed construction project, including cross-sections of the existing roadway and intersections prior to construction such that pavement grades are rebuilt to the same as existing. Verification of existing sewer inverts and tie in points is also included under this bid item. Payment will be made at the unit bid price for construction staking when approved and accepted by the Project Manager.

P-R3, D-R3, M-R3, R-R3	REMOVE AND DISPOSE OF ASPHALT; COMPL	SY-IN
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Remove existing asphalt, haul and dispose, complete-in-place. This will cover all costs of labor, material and equipment required to remove asphalt, base course and subgrade to a depth of 2 inches. Asphalt shall be disposed of at an approved site. Payment shall be made per square yard-inch of asphalt as measured in the field. For varying depths, the average shall be taken. Depth measurements and final payout amounts shall be coordinated with and approved by the Project Manager.

P-R4, D-R4, M-R4, R-R4 EXCAVATION; CIP SY

Excavation; complete-in-place. Payment for this item will cover all costs of labor, materials and equipment required to remove, haul, and disposal of excess material for road way construction if required. Adequate material shall be removed to allow placement of a new 6" layer of base course. The existing base course shall be used for roadway fill and utility trench fill to the extent possible, and no separate payment shall be made for this. All work shall meet the standard specifications set forth in Section 200 (Excavation, Site and Subgrade Preparation) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition. Disposal of excess material shall be at an approved site.

P-R5, D-R5, M-R5, R-R5 SUBGRADE PREP, 12-INCH; CIP SY

Subgrade Preparation, 12-inch; complete-in-place. This will cover all costs of labor, material, and equipment required to perform subgrade preparation to a depth of 12 inches. All work shall meet the standard specifications set forth in Section 200 (Excavation, Site and Subgrade Preparation) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition.

P-R6, D-R6, M-R6, R-R6 BASE COURSE, 6-INCH; CIP SY

Base Course, 6-inch thick; complete-in-place. This will cover all costs of labor, material, and equipment required to install base course material to a nominal depth of 6 inches. The base course shall be Type I. The material and placement shall meet the specifications set forth in Section 210 (Graded Gravel Base Course) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition.

P-R7, D-R7, M-R7, R-R7 PRIME COAT; CIP SY

Prime Coat; complete-in-place. This will consist of all costs of material and application required to apply prime coat to compacted base course to meet the specifications set forth in Section 300 (Bituminous Prime Coat) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition.

P-R8, D-R8, M-R8, R-R8 ASPHALT PVG, TYPE B, 2-INCH; CIP SY

Asphalt Paving (Type B), 2-inch thick; complete-in-place. This cost will consist of material and placement. The asphalt shall be placed in one lift. The material shall meet the specifications set forth in Section 325 (Asphalt Concrete Surface Course Material), and the placement shall be in compliance with Section 345 (Bituminous Pavement Overlay) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition. Tack coats at locations where new pavement abuts existing and saw cutting pavement shall be considered incidental to this line item.

P-R9**ASPHALT 2-INCH MILLING; CIP****SY**

Asphalt Milling 2-inch thick; complete-in-place. This cost will of milling and removing 2-inches of asphalt material from road surface. The material shall meet the specifications set forth in Section 315 (Cold Milling of Bituminous Surfaces) of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition.

SANITARY SEWER BID LOT**P-S1, D-S1, M-S1, R-S1****8-INCH SDR-35 SEWER PIPE (≤10' DEPTH); CIP****LF**

Furnish and install 8-inch diameter SDR--35PVC Sewer Pipe as per plans. Item includes excavation, removal and disposal of excess material, debris, old pipe line (where applicable), pipe installation to grade, supporting of any existing utilities or services across trench, new warning tape, backfilling, and compaction and testing for sewer pipe buried 10 feet deep or less. Measurement is taken from existing road or alignment surface to invert of the pipe. Contractor is to verify existing rim elevations, invert depths and sewer line grades prior to construction. Should any discrepancies be identified, Project Manager is to be notified immediately verbally followed with a written letter describing exact discrepancies along with possible solutions. Removal of existing caps and connection to existing sewer pipe shall be considered incidental under this line item. Testing shall include leakage test, mandrel test and may include visual testing; see CLC Utility Standards, February, latest Edition. The most recent OSHA requirements shall be adhered to in terms of the creation of the trench and the stabilization of the trench, this will include any shoring or trench box as needed to complete this item. Payment will be made at the unit bid price per linear foot of pipe installed and accepted by the Project Manager.

P-S2, D-S2, M-S2, R-S2**4-FOOT. DIA MANHOLE, (≤10' DEPTH)'; CIP****EA**

This item is for construction of new 4-foot diameter precast manholes, less than 10' deep, with all labor, equipment and materials furnished by the Contractor. Depth measurement is the difference between the rim elevation and the lowest invert in the manhole. Work includes placement of a reinforced concrete footing, erection of pre-cast section barrels, watertight sealing and grouting of sections with non-shrink grout, connections to piping, and placement of manhole ring, cover and concrete collar to finish grade, and matching surfacing (paved or unpaved) adjacent to collar. Contractor is to verify existing rim elevations, invert depths and sewer line grades. See detail US-5 of the CLC Utility Standards, most recent edition. Work to be performed and materials to be used are to be in accordance to the City of Las Cruces Utilities Standards, latest edition. Testing may include leakage testing at the request of the Project Manager, see the City of Las Cruces Utilities Standards, latest edition. Payment will be made by the unit bid price for each manhole installed and accepted by the Project Manager.

P-S3, D-S3, M-S3, R-S3 4-INCH SEWER SERVICE PIPE; CIP LF

Furnish and install Class SDR-35 sewer service pipe as per plans. Item includes all excavation, labor and materials for service pipe installation to grade, warning tape up to double cleanout, backfill, compaction, and disposal of any debris. This item also includes any fittings including 8" x 4" wyes at mainline, bends, 4-inch diameter service line etc... Removal & replacement of pavement as necessary for the installation of the 4-inch sewer service line are paid under separate line items. Payment will be made at the unit bid price for 4-inch sewer service pipe installed and accepted by the Project Manager.

P-S4, D-S4, M-S4, R-S4 4-INCH CLEANOUT ASSEMBLY; CIP EA

Furnish and install all piping, fittings, and other materials to provide a double wye sewer service cleanout assembly on services that do not already have a cleanout. Installation in driveways, sidewalks, parking areas, and other traveled areas should be avoided if at all possible. Verify all cleanout locations with the City Inspector. Cleanouts shall be located as close to the property line as is practicable; exact location of Property line and R.O.W. line shall be established by the Contractor's New Mexico Licensed Surveyor. Item includes concrete collar, see plan detail. Payment will be made at the unit bid price for each double cleanout assembly installed and accepted by the Project Manager.

P-S5, D-S5, M-S5, R-S5 EXPLORATION TIME, COMPL. . ½ HRs

To be used at the Project Manager's or Engineer's discretion and includes equipment and equipment operator, laborer(s), and other necessary equipment to excavate, compact, backfill, and restore finish grade. Item does not include pot-holing expected under normal utility construction requirements. Payment will be made at the unit bid price for Exploration Time worked and approved by the Project Manager.

P-S6 REMOVE EXISTING SEWER MANHOLE; CIP EA

Removal and disposal to approved site of an existing Sewer Manhole. Also includes excavation, backfill and supporting/protecting adjacent exposed utilities if required (incidental to Contract). Payment will be made for each manhole removal accepted by the Project Manager.

P-S7 TRENCHLESS DUCTILE IRON PIPE; CIP LF

Furnish and install 14-inch steel casing trenchless pipe placement, "RACI" spacers or approved equal, T.D. Williams "Z" Seals or approved equal, fittings, C900 green sewer line and joint restraints. Also includes excavation, backfill and supporting/protecting adjacent exposed utilities if required (incidental to Contract). Payment will be made at the unit bid price for trenchless ductile iron pipe installed and accepted by the Project Manager.

BID

Board Members:

Gross receipts taxes are not included in the bid pricing, however, the Board, on behalf of the City, will make payment for such taxes applicable to this project. Pay requests relating to this project shall, therefore, include applicable gross receipts taxes as separate line item.

The undersigned bidder agrees to furnish the required bonds and insurance and to enter into contract for the work within ten (10) days from date of award of this Bid.

By submitting a bid for this project, I (we) certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in City, State or Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations. No contractor or subcontractor may perform services in this project if such entity has been suspended or debarred from bidding on City of Las Cruces, State or Federal projects during the time such debarment is in effect.

The undersigned bidder, having carefully examined the site of proposed work and having informed itself fully in regard to the conditions to be met in the execution of the work, and having read and examined the Plans, General and Special Conditions, Technical Specifications, Standard Specifications, Contract and Bid Forms, all pertaining to this work, and being fully advised as to the extent and character of the work, materials, and equipment required, and as to the method of payment for the work, proposes to furnish all materials (except as otherwise specified), power, transportation, equipment and labor, and to perform all of the work and labor necessary for the satisfactory construction of:

HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1
PROJECT NO. 15-16-027

in full accordance with the Specifications and Contract Documents for the prices stated herein.

**HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT,
PHASE 1
(PORTER DRIVE) BID LOT**

GENERAL BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
P-R1	TRAFFIC CONTROL PLAN; COMPLETE-IN-PLACE (CIP)	1	LS		
P-R2	CONSTRUCTION STAKING; CIP	1	LS		
P-R3	REMOVE AND DISPOSE OF ASPHALT; CIP	1230	SY-IN		
P-R4	EXCAVATION, CIP	557	SY		
P-R5	SUBGRADE PREP, 12-INCH; CIP	557	SY		
P-R6	BASE COURSE, 6-INCH; CIP	557	SY		
P-R7	PRIME COAT; CIP	557	SY		
P-R8	ASPHALT PVG TYPE B, 2-INCH; CIP	2674	SY		
P-R9	ASPHALT 2-INCH MILLING, CIP	2117	SY		
				SUBTOTAL	

SANITARY SEWER BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
P-S1	8-INCH SDR 35 SEWER PIPE ($\leq 10'$ DEPTH); CIP	1003	LF		
P-S2	4-FOOT DIA MANHOLE; CIP	3	EA		
P-S3	4-INCH SEWER SERVICE PIPE; CIP	360	LF		
P-S4	4-INCH DUAL CLEANOUT ASSEMBLY; CIP	6	EA		
P-S5	EXPLORATION TIME; COMPL.	6	½ HRS		
P-S6	REMOVE EXISTING SEWER MANHOLE; CIP	1	EA		
P-S7	TRENCHLESS DUCTILE IRON PIPE PLACEMENT; CIP	20	LF		
				SUBTOTAL	

TOTAL BID AMOUNT: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1 (PORTER DRIVE) BID LOT	
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**HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT,
PHASE 1 (DE VARGAS AVENUE) BID LOT**

GENERAL BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
D-R1	TRAFFIC CONTROL PLAN; COMPLETE-IN-PLACE (CIP)	1	LS		
D-R2	CONSTRUCTION STAKING; CIP	1	LS		
D-R3	REMOVE AND DISPOSE OF ASPHALT; CIP	1500	SY-IN		
D-R4	EXCAVATION, CIP	1500	SY		
D-R5	SUBGRADE PREP, 12-INCH; CIP	1500	SY		
D-R6	BASE COURSE, 6-INCH; CIP	1500	SY		
D-R7	PRIME COAT; CIP	1500	SY		
D-R8	ASPHALT PVG TYPE B, 2-INCH; CIP	1500	SY		
SUBTOTAL					

SANITARY SEWER BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
D-S1	8-INCH SDR 35 SEWER PIPE (≤10' DEPTH); CIP	488	LF		
D-S2	4-FOOT DIA MANHOLE; CIP	2	EA		
D-S3	4-INCH SEWER SERVICE PIPE; CIP	150	LF		
D-S4	4-INCH DUAL CLEANOUT ASSEMBLY; CIP	5	EA		
D-S5	EXPLORATION TIME; COMPL	5	½ HRS		
SUBTOTAL					

TOTAL BID AMOUNT: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1 (DE VARGAS AVENUE) BID LOT	
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**HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT,
PHASE 1 (MONTEZUMA AVENUE) BID LOT**

GENERAL BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
M-R1	TRAFFIC CONTROL PLAN; COMPLETE-IN-PLACE (CIP)	1	LS		
M-R2	CONSTRUCTION STAKING; CIP	1	LS		
M-R3	REMOVE AND DISPOSE OF ASPHALT; CIP	1800	SY-IN		
M-R4	EXCAVATION, CIP	1800	SY		
M-R5	SUBGRADE PREP, 12-INCH; CIP	1800	SY		
M-R6	BASE COURSE, 6-INCH; CIP	1800	SY		
M-R7	PRIME COAT; CIP	1800	SY		
M-R8	ASPHALT PVG TYPE B, 2-INCH; CIP	1800	SY		
SUBTOTAL					

SANITARY SEWER BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
M-S1	8-INCH SDR 35 SEWER PIPE (≤10' DEPTH); CIP	644	LF		
M-S2	4-FOOT DIA MANHOLE; CIP	2	EA		
M-S3	4-INCH SEWER SERVICE PIPE; CIP	210	LF		
M-S4	4-INCH DUAL CLEANOUT ASSEMBLY; CIP	7	EA		
M-S5	EXPLORATION TIME; COMPL	7	½ HRS		
SUBTOTAL					

TOTAL BID AMOUNT: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1 (MONTEZUMA AVENUE) BID LOT	
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**HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT,
PHASE 1
(RISING SUN ROAD) BID LOT**

GENERAL BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
R-R1	TRAFFIC CONTROL PLAN; COMPLETE-IN-PLACE (CIP)	1	LS		
R-R2	CONSTRUCTION STAKING; CIP	1	LS		
R-R3	REMOVE AND DISPOSE OF ASPHALT; CIP	2220	SY-IN		
R-R4	EXCAVATION, CIP	2220	SY		
R-R5	SUBGRADE PREP, 12-INCH; CIP	2220	SY		
R-R6	BASE COURSE, 6-INCH; CIP	2220	SY		
R-R7	PRIME COAT; CIP	2220	SY		
R-R8	ASPHALT PVG TYPE B, 2-INCH; CIP	2220	SY		
				SUBTOTAL	

SANITARY SEWER BID LOT

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
R-S1	8-INCH SDR 35 SEWER PIPE ($\leq 10'$ DEPTH); CIP	773	LF		
R-S2	4-FOOT DIA MANHOLE; CIP	2	EA		
R-S3	4-INCH SEWER SERVICE PIPE; CIP	360	LF		
R-S4	4-INCH DUAL CLEANOUT ASSEMBLY; CIP	12	EA		
R-S5	EXPLORATION TIME; COMPL	12	½ HRS		
				SUBTOTAL	

TOTAL BID AMOUNT: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1 (RISING SUN ROAD) BID LOT	
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TOTAL BID AMOUNT: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1 (Project Number: 15-16-027)	
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This bid is submitted on behalf of:

(Company Name)

BY: _____
(Signature)

Address: _____

Telephone No. _____

Fax No. _____

Email: _____

Contractor's License No. _____

License Classification _____

License Expiration Date _____

License Qualifying Party: _____

State Labor Enforcement Fund Registration No. _____

New Mexico Resident Contractor Preference Certificate Enclosed: YES. _____ NO _____

New Mexico Resident Veteran Contractor Preference Certificate Enclosed: YES. _____ NO _____

City of Las Cruces Business Certificate Enclosed: YES. _____ NO _____

**RECEIPT OF ADDENDUM NO.(S), _____ IS HEREBY ACKNOWLEDGED.
(WHERE NONE RECEIVED, PLACE FIGURE ZERO IN THIS SPACE.)**

Corporate Seal if applicable

LIST OF SUBCONTRACTORS

Whenever the listing of subcontractors is required pursuant to the New Mexico Subcontractors Fair Practices Act, this List of Subcontractors shall be fully executed and included within the bid. As such, the listing shall include all subcontractors performing work or labor or rendering service to the Contractor plus any and all sub-tier subcontractors performing work or labor or rendering service in or about the construction of the construction project in an amount in excess of \$5,000 or 1/2 of 1 percent of the Engineer's estimate of \$477,247.00 whichever greater:

Company Name: _____ CID License: _____

Place of Business: City: _____ County: _____

Category of Work To Be Performed: _____

1st Tier: _____

2nd Tier: _____ (To Whom) _____

3rd Tier: _____ (To Whom) _____

Company Name: _____ CID License: _____

Place of Business: City: _____ County: _____

Category of Work To Be Performed: _____

1st Tier: _____

2nd Tier: _____ (To Whom) _____

3rd Tier: _____ (To Whom) _____

Company Name: _____ CID License: _____

Place of Business: City: _____ County: _____

Category of Work To Be Performed: _____

1st Tier: _____

2nd Tier: _____ (To Whom) _____

3rd Tier: _____ (To Whom) _____

Company Name: _____ CID License: _____

Place of Business: City: _____ County: _____

Category of Work To Be Performed: _____

1st Tier: _____

2nd Tier: _____ (To Whom) _____

3rd Tier: _____ (To Whom) _____

ADDITIONAL SHEETS LISTING SUBCONTRACTORS MAY BE ATTACHED IF NECESSARY.

(* NOTE: Contractor shall list only one Subcontractor for each category of work.

BID BOND

We, _____, as principal and _____ as surety are held and firmly bound to the City of Las Cruces Owner in the sum of _____ Dollars

(\$ _____), being five percent (5%) of the amount bid by the principal on the project, for the payment of which sum will and truly to be made, the principal and surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the principal has submitted a bid for the following project:

HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1

PROJECT NO. 15-16-027

NOW THEREFORE, (A) If the bid of the principal is rejected by the owner; (B) If the Owner accepts the bid of the principal and the principal enters into a contract with the Owner in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in connection therewith; or in the event of the failure of the principal to enter into such contract and to give such bond or bonds, if the principal pays to the Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amounts for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise, this obligation will remain in full force and effect.

SIGNED AND SEALED this ____ day of _____, 20__.

(Principal)

(Title)

(Witness)

(Surety)

(Witness)

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the NM Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

The combination of preferences is limited to 10%

**RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION**

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business

CONTRACT

THIS CONTRACT made and entered into on this ____ day of _____, 20____, by and between the Board of Commissioners for the City of Las Cruces Utilities (“Board”) on behalf of the City of Las Cruces (“City”), a New Mexico municipal corporation, party of the first part, hereinafter referred to as "Owner", and _____, party of the second part, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, _____ in _____ consideration _____ of _____ dollars (\$XXXXXX.XX) plus NMGR to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish labor, tools, equipment, and material, and to construct complete in every detail, the items as shown in detail on the Plans; and

FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The Contractor will commence and complete the HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1. 15-16-027.
2. That the entire Contract Documents, including Invitation to Bid, Bid response, Contract, Construction Bonds, Special Conditions, General Conditions, and Technical Specifications, and the drawings which are listed in the Special Conditions, are hereby made a part of this Contract.
3. That the payments to be made by the Owner to the Contractor shall be made in the manner provided for in the General Conditions and on the basis of the prices set out in the Bid.
4. That the work shall be done to the satisfaction of the Owner, under the direction of the Engineer, and in full compliance with these Contract Documents.
5. That the work shall be completed within the time limit set out in the Special Conditions, and shall be delivered to the Owner free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person.
6. That in the event 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 its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, the Owner shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and 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 plans as may be on the site of the work and necessary therefore.

7. Appropriations:

The terms of this agreement are contingent on sufficient appropriations and authorization being made by the CITY for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to the CONTRACTOR. The CITY's decision as to whether sufficient appropriations and authorizations exist shall be accepted by the CONTRACTOR and shall be final.

This Contract is executed in Eight (8) counterparts, and shall be distributed as follows: City files - Five (5); Engineer - One (1); Contractor and Bonding Company - two (2).

IN WITNESS WHEREOF, said parties hereto have hereunto set their hands and seals at Las Cruces, New Mexico, the day and year.

BOARD OF COMMISSIONERS FOR THE CITY OF
LAS CRUCES UTILITIES on behalf of the CITY OF
LAS CRUCES (Owner)

(SEAL)
ATTEST:

Purchasing Manager

Board Secretary

APPROVED AS TO FORM:

City Attorney

Contractor

ATTEST:

By:

Title

(SEAL)

LABOR AND MATERIAL PAYMENT BOND

NOTE: This bond is issued simultaneously with the Performance Bond in favor of the Board of Commissioners for the City of Las Cruces Utilities on behalf of the City of Las Cruces as Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____ (HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR.) as Principal, hereinafter called Principal, and _____ (HERE INSERT THE FULL NAME OR LEGAL TITLE OF SURETY.) as Surety, hereinafter called Surety, are held and firmly bound unto the Board of Commissioners for the City of Las Cruces Utilities on behalf of the City of Las Cruces, a New Mexico municipal corporation, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ (HERE INSERT A SUM EQUAL TO AT LEAST THE CONTRACT PRICE.) Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Owner for HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1, REYNOLDS DRIVE, LAS CRUCES, NM in accordance with drawings and specifications prepared by CITY OF LAS CRUCES UTILITIES DEPARTMENT, 680 N. MOTEL BOULEVARD, NM 88007 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:
 - a. Unless Claimant, other than one having a direct contract with the Principal shall have given written notice to any two (2) of the following: the Principal, the Owner, or the surety above named, within ninety (90) days after such Claimant performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which principal ceased work on said contract or after the expiration of one (1) year following the date of substantial completion of the project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a State court of competent jurisdiction as established by law.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____ A.D. 20____ .

(Principal)

(Witness)

(Title)

(Seal)

(Surety)

(Witness)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF CONTRACTOR.) as Principal, hereinafter called Contractor, and _____ (HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF SURETY.) as Surety, hereinafter called Surety, are held and firmly bound unto the Board of Commissioners for the City of Las Cruces Utilities on behalf of the City of Las Cruces, a New Mexico municipal corporation, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract with Owner for HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1, REYNOLDS DRIVE, LAS CRUCES, NM in accordance with drawings and specifications prepared by CITY OF LAS CRUCES UTILITIES DEPARTMENT, 680 N. MOTEL BOULEVARD, NM 88007 which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Contract obligations, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Surety hereby guarantees any work performed under this bond against omission of material or defective materials and workmanship, for a period of one (1) year following its completion and acceptance, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ____ day of _____, A.D., 20__.

(Principal)

(Seal)

(Title)

(Seal)

(Surety)

(Title)

(Witness)

(Witness)

REFERENCED SPECIFICATIONS

The following documents, as applicable, are hereby incorporated into these Contract Documents by reference. If any referenced specification is in conflict with a City of Las Cruces specification, the City specification shall govern.

CITY OF LAS CRUCES GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
- 2004 Edition

CITY OF LAS CRUCES STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION -
2000 Edition

CITY OF LAS CRUCES DESIGN STANDARDS

CITY OF LAS CRUCES UTILITY STANDARDS SPECIFICATIONS FOR
CONSTRUCTION OF WATER, SEWER, AND GAS UTILITIES -2013 Edition

NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION – 2006 Edition

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION -
2007 Edition and supplemental specifications.

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - 1988 Edition or latest edition

ASTM - 1992 Edition or latest edition

AASHTO - Standard Test Methods

INTERNATIONAL BUILDING CODE – 2003 Edition

OSHA - Construction Industry Standards; Safety Requirements

NEW MEXICO Underground Property Damage Law

SUBCONTRACTOR'S FAIR PRACTICES ACT

AMERICANS WITH DISABILITIES ACT - Latest edition and revisions

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT –
National Pollutant Discharge Elimination System Handbook – Latest edition

LAS CRUCES MUNICIPAL CODE BOOK, Chapter 24, Procurement Code

10 STATE STANDARDS – Recommended Standards for Wastewater Facilities and Recommended
Standards for Water Works, Latest Edition and Revisions.

SPECIAL CONDITIONS

SC-1 PLANS

The plans which are made a part of the Contract Documents are described as follows:

- Sheet G-1 Cover Sheet
- Sheet G-2 Key Map
- Sheet G-3 Survey Control
- Sheet U-1 De Vargas Avenue Plan and Profile, Sta 0+00 to 4+88
- Sheet U-2 Montezuma Avenue Plan and Profile, Sta 0+00 to 6+44
- Sheet U-3 Rising Sun Road Plan and Profile, Sta 0+00 to 7+73
- Sheet U-4 Porter Drive Plan and Profile, Sta 0+00 to 10+03
- Sheet U-5 De Vargas Avenue Cross Sections
- Sheet U-6 Montezuma Avenue Cross Sections
- Sheet U-7 Montezuma Avenue and Rising Sun Road Cross Sections
- Sheet U-8 Rising Sun Road Cross Sections
- Sheet D-1 Utility Details
- Sheet D-2 Utility Details
- Sheet T-1 Traffic Control
- Sheet T-2 Traffic Control
- Sheet T-3 Traffic Control

SC-2 DESCRIPTION AND SCOPE OF WORK

These Special Conditions, together with the accompanying documents and maps listed under SC-1 and the Referenced Specifications listed in these documents, cover the requirements for the work as listed in the bid, including incidental appurtenant work.

The Board on behalf of the City of Las Cruces reserves the right to shorten, add to, or change the list of work given below. It is intended, at this time, that the following work will be accomplished under this contract:

This project consists of the following improvements
Furnishing and installing 2,908-lineal feet of 8-inch diameter gravity sewer main, 9 4-foot diameter manholes and 1,080-lineal feet of 4-inch PVC sewer service lines. Project also includes removal and replacement of approximately 8,194 square yards of existing asphalt.

SC-3 CONTRACT TIME

The total contract shall be completed within 80 working days. All work specified in the contract documents and construction drawings shall be completed within the contract time.

A working day is defined as any day when, in the judgment of the project manager, soil and weather conditions are such as would permit work to be performed on the project for six (6) hours or over, unless other conditions beyond the Contractor's control prevent such operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day.

Saturdays, Sundays, and official holidays as established by the City of Las Cruces will not be charged as working days.

The contract time shall begin on the date noted on the "Notice to Proceed". The project manager will be the judge of the number of working days to be charged under the contract. No allowance will be made for delay or suspension of work due to fault of the Contractor.

In case of dispute the Contractor shall, within 10 calendar days of the day(s) in question, request in writing a judgment of the current working day count and the day(s) in question. The project manager shall respond with a written notice within 10 calendar days as to whether or not the day(s) in question will be counted as working days. Any objection by the Contractor to the number of working days charged shall be made in writing and shall set forth his objections and reasons therefore.

SC-4 LIQUIDATED DAMAGES

The completion of the work covered by this contract within the time specified is essential in order to minimize the impact on the traveling public. Therefore, liquidated damages in the amount of eight hundred dollars (\$800.00) per day will be withheld from payments due the Contractor for each working day necessary to complete the contract after the expiration of the specified contract time, plus any authorized time extensions. If the project is unduly delayed due to lack of vigorous prosecution of the part of the Contractor, such lack shall be considered grounds for termination of the contract with the City completing the work, under the provisions of the General Conditions.

SC-5 CONTRACT PRECEDENCE

The following order of precedence (highest to lowest) shall be followed for this project in case of conflict between the plans and specifications:

1. Special Conditions
2. Referenced Specifications
3. Supplemental Specifications (as listed in this document)
4. Technical Specifications
5. Project Plans

SC-6 WAGE RATES

State of New Mexico Wage rates are hereby attached as part of this document the decision from the New Mexico Department of Labor and any modifications thereto noted in the contract shall apply. Whenever a difference exists between the minimum wage rates shown under Wage Rate Decision No. **DA 15-1112A** from the New Mexico Department of Labor and any modification thereto noted in the contract, the higher wage rate shall govern.

SC-7 RETAINAGE AND PROMPT PAYMENT:

New Mexico State Law, New Mexico Extended Payment Provision 57-28-5, NMSA 1978, Prompt Payment Act, the Board on behalf of the City of Las Cruces will not retain any portion of pay estimates for this project. The Board on behalf of the City will pay for completed work only as determined by the Project Manager, and the following provisions are included in this contract:

1. If the Owner receives an improperly completed invoice, the Owner shall notify the contractor within seven days of receipt in what way the invoice is improperly completed, and has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.
2. Each phase or portion of work which is defined by a performance specification or requirement must be completed to those specifications or requirements, in accordance with the Engineer's Quality Assurance Plan, before a partial payment request can be submitted. Partial Payment for work performed and materials in place shall only be made for portions of the project completed in accordance with this contract, the plans and specifications, tested and judged completed to specifications by the Project Manager, and accepted by the Owner.
3. All material and work covered by partial payments become the property of the Owner, but the contractor and subcontractors are not relieved from the sole responsibility for the care and protection of materials and work for which payments have been made; provided, however, the contractor and subcontractor have no duty for the care and protection of materials and work after the Owner has assumed occupancy or use of the work.
4. Upon receipt of payment from the Owner, contractor or subcontractor as appropriate, all contractors and subcontractors shall make prompt payment (within seven days) to their subcontractors and suppliers for amounts owed for work performed on the project.
5. All payers shall abide by the penalty clauses found in Chapter 68, House Bill 320, as adopted, for late payments.

Ten days after certification of completion, any amount remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:

1. A properly executed release and duly certified voucher for payment.
2. A release, if required, of all claims and claims of lien against the Owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amount to be set forth in the release; and Proof of completion.

SC-8 INSURANCE REQUIREMENTS

1. The successful contractor is required to provide within its bid submittal a copy of bidder's current proof of insurance certificate for the project with all supporting endorsements or a letter from an authorized carrier certifying that the coverage herein below, with supporting endorsements, will be timely provided prior to contract execution.:
 - a. General Liability: \$1,000,000.00 per occurrence
\$2,000,000.00 Aggregate
 1. Includes Coverage for Premises/Operation Coverage & Products/Completed Operations
 2. Must be Occurrence form coverage
 3. Coverage shall remain in force for the duration of the contract.
 - b. Auto Liability: \$1,000,000.00 Each Accident
 1. Covers all owned, leased, hired and non-owned autos or "any auto"
 - c. Workers Compensation:
 1. Not applicable to firms with less than one employee, or, to out-of-state firms unless hiring in New Mexico. When applicable, firm must provide coverage in accord to the New Mexico statutory limits as follows:
 - a. \$1,000,000.00 – Bodily Injury: By Accident – Each Accident
 - b. \$1,000,000.00 – By Disease: Policy Limit
 - c. \$1,000,000.00 – By Disease: Each Employee
 - d. Builders Risk: The coverage limit must accurately reflect the total completed value of the structure excluding land costs.
 - e. City of Las Cruces Named as Additionally Insured:
 1. This condition is required for General Liability and Auto Liability
 2. This coverage must be as broad as the coverage provided to the insured.
 3. Coverage must be primary and non-contributory before any other insurance or self-insurance.
 4. A copy of endorsement for this coverage must be provided.
 - f. Waiver of Subrogation: This condition is required on **all** coverage and must be stated on proof of insurance certificate.
 - g. Notification: The certificate must state that coverage afforded under the policies will not be canceled or allowed to expire until at least **30** days prior written notice has been given to the City.

Coverage must remain in force for the duration of the project

SC-9 UNFORESEEN OR ANTICIPATED ADDITIONAL WORK

As per the provisions incorporated within Section BID-11 of the City's General Conditions for Construction Contracts 2004 Edition, the scope of work for this project shall be as provided within the contract documents and plans, plus, unforeseen or anticipated additional work incorporating the same specifications that may be identified by the City during the contract period. The successful contractor may extend the awarded unit prices to other such additional work which may be incorporated into and considered within the project scope as change order. The total amount of all change orders issued under the terms of the contract shall not exceed 50% of the initial contract amount.

SC-10 MATERIALS TESTING

The City of Las Cruces shall pay for all testing of materials for acceptance. The Contractor will be responsible for the payment for all quality assurance and quality control testing as indicated in the contract. The number, type, and location of tests shall be determined by the Engineer. The Engineer may supplement tests by the approved testing laboratory with his own test for checking of compliance, in which case the Contractor shall furnish a laborer, if required, for assistance.

Welds: The Contractor will provide and pay for the cost of an x-ray testing lab for inspection of the welding on the steel gas line. One hundred percent (100%) of the welds will be x-rayed on high pressure steel gas lines.

Retests: Any required retesting due to failed tests shall be at the expense of the Contractor. These costs will be deducted by the City of Las Cruces, from invoices submitted by the contractor for work completed under this contract.

SC-11 CONCRETE MIX DESIGN

The contractor shall submit a copy of an approved concrete mix design to be used on City projects. The approved copy of the mix design can be obtained from a concrete supplier. The concrete supplier should have in his file a copy of a City approved mix design to be used on City projects.

The submitted mix design must be an original (no photocopies) and embossed with the seal of and signed by, the New Mexico Professional Engineer certifying the mix design.

The pre-approved copy of the mix design will be cross checked against the copy that the supplier previously submitted, to ensure that they match and it is the current approved mix design.

No concrete shall be placed on this project until the Project Manager has approved the concrete mix design.

SC-12 HMAC SPECIFICATION

The following Section 326 Hot Mix Asphaltic Concrete specification shall replace sections 120.20 through 120.22, section 325 and section 340 of the City of Las Cruces Standard Specifications for Road Construction, 2000 Edition.

SECTION 326 Revised 7-27-12
HOT MIX ASPHALTIC CONCRETE

326.00 GENERAL

This section outlines the requirements for the production of plant mixed hot mix asphalt concrete (HMAC) and placement of one (1) or more layers of hot mix asphalt concrete surface course materials on a prepared base or bituminous surface. Work will consist of the production and placement of HMAC and includes Contractor Quality Control Testing.

HMAC shall be composed of a mixture of bituminous material, aggregate, blending sand, mineral filler, hydrated lime, or liquid anti-strip if required. The aggregate fractions shall be sized and uniformly graded and combined in such proportions as directed by the City.

The type of HMAC and grade of asphalt shall be specified in the contract.

326.05 MATERIALS

All materials shall be tested in accordance with the applicable AASHTO methods or other test procedures designated in the contract. Material that is improperly graded or segregated, or fails to meet the requirements herein, shall be corrected or removed and disposed of immediately as directed by the City Project Manager, at the Contractor's expense.

326.10 AGGREGATES

1. COMPOSITION - Aggregate shall consist of quarried stone, crushed gravel, and filler conforming to the requirements specified herein.
2. CLASSIFICATION - The portion of these materials retained on the No. 4 screen (separating screen) shall be known as coarse aggregates; the portion passing the No. 4 screen shall be known as fine aggregates.
3. TESTING - Asphalt concrete aggregate surface course materials will be tested with AASHTO or ASTM methods herein provided (Table 326.10) and such other test methods as may be required by the City of Las Cruces.

TABLE 326.10

ASPHALT CONCRETE AGGREGATE	
Sieve Analysis of Fine and Coarse Aggregate	AASHTO T-27 (ASTM C-136)
Mechanical Analysis of Extracted Aggregate	AASHTO T-30
Amount of Material Finer than No. 200 Sieve	AASHTO T-11 (ASTM C-117)
Liquid Limit	AASHTO T-89 (ASTM D4319)
Plastic Limit and Plasticity Index	AASHTO T-90 (ASTM D4318)
Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine	AASHTO T-96 (ASTM C-131)
Sampling Bituminous Paving Mixtures	AASHTO T-168 (ASTM D-979)
Sampling of Aggregates for Paving Mixtures	AASHTO T-2 (ASTM D-75)
Soundness of Aggregate by Use of Magnesium Sulfate	AASHTO T-104 (ASTM C-88)
Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures *(See Fractured Faces notes below)	ASTM D-692
Determining the Percentage of Fractured Particles in Course Aggregate	ASTM D-5821-01
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures	AASHTO T-164 (ASTM D-2172)
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens	AASHTO T-166 (ASTM D-2726)
Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus. Stability (lbs.) Flow	AASHTO T-245 (ASTM D-1559)
Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	AASHTO T-209 (ASTM D-2041)
Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	AASHTO T-269 (ASTM D-3203)

4. **FRACTURED FACES** - Not less than seventy-five percent (75%) by weight of the individual pieces of material retained on the No. 4 screen shall have two new fractured faces. Fractured faces shall be determined in accordance with ASTM D-5821-01.
5. **ELONGATION** - The aggregate shall not contain more than eight percent (8%) by weight of flat or elongated pieces. A flat particle is one having a ratio of length to thickness greater than five (5). An elongated particle is one having a ratio of length to width greater than five (5).
6. **SAND EQUIVALENT** - The combined aggregate shall have a minimum sand equivalent of 45.
7. **AGGREGATE GRADING** - The gradations listed in Table 326.15 shall be used for production of asphalt concrete surface course materials as indicated on the plans, specifications or as directed by the City of Las Cruces. The following gradations represent the extreme limits which shall determine suitability of aggregate for use from all sources of supply. The aggregate as finally selected for use in the work shall have a gradation within the limits designated in Table 326.15, close to the center of the band, and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but shall be uniformly graded from coarse to fine.

TABLE 326.15

ASPHALT CONCRETE AGGREGATE GRADATIONS PERCENT PASSING			
Sieve Size	A	B	C
1"	100		
3/4"	80-98	100	
1/2"	65-85	80-98	100
3/8"	55-75	70-90	70-98
No. 4	40-55	50-65	45-70
No. 10	30-40	32-45	30-50
No. 40	10-20	10-22	15-25
No. 200	3-7	3-8	4-8

8. FINE AGGREGATE – Fine Aggregate shall consist of crushed material passing the separating screen. Material passing the No. 40 sieve shall be non-plastic.

9. COARSE AGGREGATE - Coarse aggregate shall consist of clean, sound durable material free from adherent coatings of clay, dirt, dust or other objectionable matter, or from an excess soft or disintegrated pieces, and shall have a percentage of wear not to exceed 40 after 500 revolutions, as determined by ASTM Standard C-131. The aggregate shall be sampled and tested for clay lumps and friable particles in compliance with ASTM D-75 and ASTM C-142 respectively. No more than 2% by weight of such contaminant will be permitted.

10. Blending sand is a filler material, other than Hydrated Lime, Portland cement or flyash which consists of the natural fines from the scalping process, concrete sand, or sandy material or combination of any or all of these that is graded in such a manner that it satisfies the mix requirements. The need for and actual percentage of blending sand will be determined based on design mix criteria tests developed from the samples taken from the Contractor’s stockpiles during construction. A maximum of twenty percent (20%) blending sand will be allowed.

11. MINERAL FILLER - If mineral filler is used, it shall conform to AASHTO M17.

326.11 ADDITIVES

- A. Hydrated Lime. Hydrated lime when needed shall conform with the requirements of ASTM Designation C 207, Type N, and shall be furnished in the amounts shown on the plans or established by the Mix Design.

- B. Non-strip Additive. Commercial non-strip additive may be used when indicated in the Job-Mix Formula.

326.20 PRODUCTION

- A. When producing aggregates for asphalt concrete, natural fines shall be removed by screening and stockpiled separately. The Contractor shall use as a minimum, the U.S. No 4 sieve for this screening operation. The Contractor may use a larger screen if needed to properly control the crushing and screening operation. The aggregate retained on the scalping screen shall then be crushed, separated and stockpiled as specified herein. Crushing operations shall be regulated in a manner that produces material within the specified gradation band.
- B. When producing aggregates for HMAC the crushed material shall be separated into at least two (2) stockpiles of fine and coarse aggregate.
- C. The coarse aggregate shall have not more than four percent (4%) passing the U.S. No. 10 Sieve. In the case of a wet pit, when screening becomes difficult, the Project Manager may authorize the coarse aggregate passing the U.S. No. 10 sieve to be increased to ten percent (10%). The fine aggregate shall have no more than five percent (5%) retained on the separating screen. The separating screen shall be that screen where separation between coarse and fine aggregate occurs depending on the material.
- D. Stockpiles shall be constructed upon prepared sites and when completed shall be neat and regular in shape and so constructed to prevent segregation of the aggregate. The different size aggregates shall be kept separated until they have been delivered to the cold feed system feeding drier.

326.21 COMBINING

When the crushed materials from the stockpiles are combined, the product of such combination shall meet the gradation requirements. In order to meet the specified mix design criteria, blending sand may be added up to a maximum of twenty percent (20%). The actual percentage will be determined based on tests performed by the mix designer. The Contractor shall furnish blending sand from whatever source necessary to meet mix design gradation requirements. The City reserves the right to disapprove any source of blending sand. The blending sand shall be approved based on the mix design approved by the City. Controlled feeders from each stockpile shall be used to blend the materials.

326.22 ACCEPTANCE OF AGGREGATE

The Liquid Limit, Plastic Index, Sand Equivalent and Fractured Face Count of the HMAC aggregate will be determined from representative samples taken after the aggregate materials have been blended and prior to mixing with bituminous material. The test results from these samples will be the basis for acceptance of such aggregate. The City Project Manager may sample and test the aggregate at any time during production or stockpiling.

326.25 BITUMINOUS MATERIALS

1. TYPE AND GRADE –Bituminous materials shall be of the type and grade of bituminous

material specified in the Contract Document. The bituminous material shall be Performance-graded asphalt binder and shall meet the requirements of AASHTO Standard MP 1, Specification for Performance Graded Asphalt Binder.

2. A performance –graded asphalt binder with a high-end or low-end temperature grade in excess of that called for in the plans and specifications may be substituted for the specified performance –graded asphalt binder at no additional cost to the city.
3. Sampling and Testing Bituminous Materials. Samples of bituminous materials shall be supplied by the contractor. Tests considered necessary by the Engineer or Project Manager to determine conformance with specification after the receipt of refinery certificates will be performed by an approved testing laboratory. Materials shall be approved by the Engineer or Project Manager prior to use in the work. Additional samples of bituminous materials shall be furnished during construction, as required by the Engineer or Project Manager. Unless otherwise directed by the Engineer, ASTM Standard D 140 shall be used for sampling bituminous materials.

Refinery certificates shall be furnished with each shipment of bituminous material and each shipment shall be identified by seal numbers assigned at the refinery.

326.30 JOB-MIX FORMULA

The job-mix formula, with the allowable tolerances, shall be within the master range specified for the specified type of asphalt concrete. The job-mix formula for each mixture shall be in effect until modified in writing by the Engineer. The job-mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of bituminous material to be added to the aggregate. The minimum acceptable retained strength during design when the mix is tested in accordance with AASHTO T-165 shall be +85% at 7% \pm 1% air voids. The percent Air Voids, Voids in Mineral Aggregate and other properties of the asphalt mix design shall be designed in accordance with the Asphalt Institute MS-2 Manual recommendations. The job mix formula must provide air voids at \pm 0.5% of the midpoint of the required Air Voids. After the job-mix formula is established, all mixtures for the project shall conform thereto within the following ranges of tolerances:

Passing No. 4 and larger sieves	\pm 7 percent
Passing No. 10 and No. 40 sieves	\pm 4 percent
Passing No. 200 sieve	\pm 2 percent
Asphalt Content (Extraction method ASTM D 2172)	\pm 0.3 percent
Mixing Temperature	\pm 25° F
Placing Temperature ASTM D 2172)	\pm 15° F
Hydrated Lime (when required)	\pm 0.3 percent
Stability (Marshall 75 Blows)	1800 lbs. plus
Flow (Marshall)	16 or lower
Sand Equivalent	45 Min.
Percent Air Voids	3 - 6 (Collectors/Arterials) 2 - 4 (Residential streets)

Voids in Mineral Aggregate
Immersion - Compression (AASHTO T 165)

MS-2 Recommendations
+85%

Should a change in source of materials be made, a new job-mix formula shall be established before the new material is used. When unsatisfactory results are obtained, or the supplier cannot remain within the job-mix formula band as determined by the job-mix formula, the City of Las Cruces may require the supplier to cease operation until such corrective action is taken to remain within the job-mix formula band. The supplier shall furnish printed tickets with each load showing the weight of aggregates and weight of asphaltic material. The supplier shall furnish a current certification showing that the plant scales have been checked for accuracy when requested by the Engineer or Project Manager. In the event a change is made to the job mix formula, a revised original mix design must be submitted to the Project Manager or Engineer for acceptance.

326.31 ANNUAL MIX DESIGN

The Contractor shall submit an asphalt mix design to the project manager for approval. No asphalt shall be placed on any project until the Project Manager has approved the asphalt mix design.

The submitted mix design must be original (no photocopies) and embossed with the seal of, and signed by, the Professional Engineer certifying the mix design. The mix design shall be done in accordance with the recommendations of the latest Asphalt Institute MS-2 Manual. The submitted mix design shall include sufficient information to determine the suitability of the proposed mix design.

The mix design proposal shall contain, as a minimum, the following:

1. The name and address of the testing organization and the person responsible for the testing.
2. The specific location(s) of the source(s) of aggregate and blending sand.
3. The supplier, refinery and type of asphalt cement and the source and type of mineral filler and the percentage of each to be used.
4. The mineral aggregate gradation in each stockpile.
5. The proposed mix design gradation.
6. The results of all testing, determinations, etc. such as: specific gravity of each component, water absorption, sand equivalent, loss on abrasion (LA Wear), soundness loss, fractured faces, flat & elongated pieces, immersion compression results, Marshall Stability and flow, asphalt absorption, percent air voids, voids in mineral aggregate, and bulk density.

A mix design shall be valid for a period of one year from its original approval by the City.

If the Supplier has an existing City of Las Cruces approved mix design on file, the Contractor shall submit the mix design for verification.

326.32 QUALITY ASSURANCE OF STOCKPILED MATERIALS

Before mix is approved to be delivered to a project, the Contractor shall submit Quality Assurance/Quality Control test results of aggregate produced during the current approval period of the mix design.

326.35 MIXING

The bituminous mixture shall be produced in an approved plant as hereinbefore specified.

A. Preparation of Mineral Aggregates. Aggregates shall be divided in the hot bins to at least three (3) sizes. No individual aggregate size shall constitute more than three-fourths (3/4) of the total aggregate proportioned to the drier. The aggregate furnished shall be stockpiled in separate piles on sites prepared and maintained in such a manner as to prevent the mixing of deleterious substances with the aggregate. The stockpiles shall be separated by means of adequate bulkheads to prevent the intermingling of the various aggregates, or shall be separated so that a clear space of not less than twelve feet (12') can be maintained between the outer limits of adjacent piles. The stockpiles shall be constructed in successive horizontal layers to avoid segregations. Aggregates shall be taken from the stockpiles for delivery to the cold bins in such a manner that a reasonably uniform gradation is delivered to the plant. Stockpiles which show evidence of severe segregation shall be manipulated by special methods and/or equipment as necessary to overcome the effect of such segregation.

B. Preparation of Bituminous Mixtures.

Asphalt Mixture. The aggregates, prepared as specified hereinbefore, and dry mineral filler shall be accurately weighed or measured and conveyed into the mixer in the proportionate amounts of each aggregate size required to meet the job-mix formula. The required amount of asphalt for each batch, or calibrated amount for continuous mixing, shall be introduced into the mixer. In batch mixing, after the aggregates and mineral filler have been introduced into the mixer and mixed for not less than fifteen (15) seconds, the bituminous material shall be added and mixing continued for a period of not less than twenty (20) seconds and as much longer as may be required to obtain a homogeneous mixture. When a continuous mixer is employed, the mixing time shall be not less than thirty-five (35) seconds and as much longer as may be required to obtain a homogeneous mixture. The additional mixing time, when required, shall be determined by the Plant Operator. In no case shall the aggregate be introduced into the mixture at a temperature more than forty-five (45) degrees F above the temperature of the asphalt. The temperature of the bituminous material at the time of mixing shall not exceed three hundred, twenty-five (325) degrees F. The temperature of the aggregate and mineral filler in the mixer shall not exceed three hundred fifty (350) degrees F when the asphalt is added. The temperatures of both the aggregates and asphalt at the time of mixing shall be as determined by the Engineer or Project Manager. When the mixture is prepared in a twin-pugmill mixer, the volume of the aggregates, mineral filler, and bituminous material shall not be so great as to extend above the tips of the mixer blades when the blades are in a vertical position. All over-heated and carbonized mixtures, or mixtures which foam or show indication of moisture, will be rejected by the Engineer. When moisture is detected in the finished mixture, all aggregates in the bin shall be removed and placed in their respective stockpiles

326.40 TRANSPORTATION OF BITUMINOUS MIXTURES

1. Transportation of bituminous mixtures from the paving plant to the site shall be in trucks having tight, clean, smooth beds which have been oiled with a minimum amount of approved thin oil to prevent adhesion of the mixture to the truck bodies. Each load shall be covered with canvas or other suitable material of ample size to protect it from the weather and to prevent the loss of heat. Deliveries shall be made so that spreading and rolling of all the mixture prepared for a day's run can be completed during daylight. The mixture shall be delivered to the area to be paved in such manner that the temperature at the time of dumping into the spreader shall be between two hundred seventy (270) and a maximum of +25 degrees above the mix design temperature. Mix delivered at any temperature less than two hundred seventy degrees F. will be rejected on site. Any loads wet excessively by rain will be rejected by the Engineer or Project Manager. Hauling over freshly laid material will not be permitted.

2. The contractor shall provide a small hole (approximately 3/8" diameter) near the center on the left (drivers) side of all haul truck beds. The holes will be provided for ease in measuring the temperature of the materials when delivered to project sites.

326.41 INSPECTION OF PLANT AND EQUIPMENT

The Project Manager and his Inspector shall have access at all times to all parts of the paving plant for checking the adequacy of the equipment in use, inspecting the operation of the plant, verification of weights, proportions, and character of materials, as well as checking temperature control being maintained in the preparation of the asphalt materials.

326.45 TYPE OF HMAC AND GRADING OF ASPHALT CEMENT

The Type of HMAC material shall be designated in the contract and plans. For general purposes the following types of materials and grading of asphalt cement shall be used for application to various roadway types (Locations) unless otherwise specified on the plans or by the Engineer.

LOCATION	ASPHALT CEMENT TYPE	AGGREGATE
PAVING OF RESIDENTIAL STREETS	<i>PERFORMANCE-GRADED ASPHALT BINDER PG 64 – 22</i>	TYPE B Or TYPE C
PAVING OF COLLECTOR STREETS	<i>PERFORMANCE-GRADED ASPHALT BINDER PG 64 - 22</i>	TYPE B
PAVING OF ARTERIAL STREETS	<i>PERFORMANCE-GRADED ASPHALT BINDER PG 64 - 22</i>	TYPE A OR TYPE B

326.50 PLACEMENT EQUIPMENT

Equipment, tools, and machines used in the performance of the work covered by this section of the specifications shall be subject to the approval of the Engineer or Project Manager and shall

be maintained in a satisfactory working condition at all times. All equipment proposed to be used for work under this section shall be of sufficient size and in such mechanical condition to be capable of completing the work and producing a good quality pavement.

A. Bituminous Pavers

1. Bituminous Pavers must have the following capabilities:
 - a. Self-propelled
 - b. Distributing screws/augers to all points of the screed area
 - c. Adjustable (for crowns and width), vibratory and heatable screed
 - d. Automatic leveling/grade control devices
 - e. Receiving hopper of sufficient capacity for uniform operation
 - f. Variable speed
 - g. Spread hot bituminous mixtures without tearing, shoving, or gouging.
 - h. Be capable of paving no less than 8' in width.
2. Bituminous pavers shall be designed such that no part of the truck weight will be supported by the paver.

B. Rollers

1. Rollers shall utilize the following capabilities:
 - a. Shall be of the steel wheel and/or pneumatic-tire type.
 - b. Capable of reversing without backlash.
 - c. Shall be operated at speeds slow enough to avoid displacement of the bituminous mixture.
 - d. Shall be static type (vibratory may be used if approved by the Engineer).
 - e. Shall have smooth surfaced drum(s) and/or properly inflated tires.
2. The use of equipment which results in excessive crushing of the aggregate will not be permitted.

C. Power Blowers and Power Brooms

Blowers and brooms shall be of the power type and shall be suitable for cleaning the surface to be paved and must be vacuum-equipped such that dust is not excessively produced.

326.51 WEATHER LIMITATIONS

Asphalt concrete shall not be placed on any wet surface; when the surface temperature is below fifty (50) degrees F; when the chill factor is below forty-five (45) degrees F (chill factor is defined as the ambient temperature in degrees F minus the wind velocity in MPH); or when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixtures. The wind velocity shall be the velocity in MPH determined by the average of the maximum and minimum wind velocity observed in any three (3) minute period immediately prior to or concurrent with ongoing HMA placement operations taken at five feet (5') above the surface of the road.

326.55 PLACING

Prior to transporting the surface course mix to the jobsite, a sand equivalent sample will be taken from the hot plant/pugmill by the City testing lab. The sand equivalent shall be no less than forty-five (45). Prior to laying the surface course, the underlying course shall be cleaned of all foreign or objectionable matter with vacuum-equipped power brooms, or hand brooms. The surface course shall be placed on a prepared base or bituminous surface with an approved prime coat or tack coat conforming to Sections 300 and 305 of these Standard Specifications, or as indicated on the plans and as directed by the Engineer or Project Manager. During the application of prime and tack coats, care shall be taken to prevent splattering on adjacent pavement, curb and gutter, and structures. Any material inadvertently splattered shall be promptly removed by suitable means.

The minimum thickness of the compacted surface course shall be two inches (2") unless otherwise specified on the plans or specifications. The contractor shall be responsible for monitoring the thickness of the pavement and ensure the material placed is evenly spread on the roadway to a depth that after rolling will be of the specified cross section and grade specified.

Material application shall cease if the wind velocity exceeds twenty-five (25) MPH. The wind velocity shall be the velocity in miles per hour determined by the Projects Inspector by averaging the maximum and minimum wind velocity observed in any three (3) minute period prior to or concurrent to ongoing operations. The wind velocity shall be measured three feet above the roadway surface.

326.56 TEST SECTION

Prior to full production, the Contractor shall prepare and place a quantity of HMAC according to the job mix formula. The amount of mixture should be sufficient to construct a test section 500 feet long by 12 feet wide. Quality control testing shall be performed by the Contractor and City to verify that the mix meets the requirements of the specifications. Full production will not commence until the test results are in compliance as specified by the Project Manager. Additional test sections will be performed until the desired results are obtained. The test sections can remain on the project as determined by the Project Manager.

326.60 CONTRACTOR QUALITY CONTROL FOR MATERIALS

The Contractor is responsible for the quality of materials and construction. The City reserves the right to obtain samples of any portion of any material at any point of the operation for the City's use. The Contractor shall implement a quality control and operations plan that shall effectively monitor the operations and provide the City with timely notice of conditions adverse to the continuous and uniform production of an acceptable product. At the preconstruction conference, the Contractor shall submit the name of the Quality Control Representative to the Project Manager. The Contractor shall, at that time, submit a quality control and operation plan, including the procedures to be followed in developing, applying and updating the quality control charts, to the Project Manager for approval. This plan shall follow the requirements outlined by the City. The Contractor shall sample the stockpiled aggregate at a point agreed to by the Project Manager and the mixed material behind the laydown machine and shall conduct testing on those samples in accordance with applicable test procedures. Qualified testing personnel using equipment furnished by the Contractor that meets all applicable ASTM and AASHTO requirements shall accomplish this sampling and testing. The Contractor shall establish a laboratory on the project separate and distinct from the City's

Laboratory and quality assurance facilities. The Contractor shall submit verification that all of the Contractor's equipment meets the applicable standards. Equipment that does not meet the applicable standards shall be removed from the project. Testing for quality control shall be performed under the direct supervision the Project Manager or his designee. The certification will be based on demonstration of abilities for test methods and procedures, and a written test.

- AASHTO T 2 Sampling Aggregates
- AASHTO T 11 Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
- AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates
- AASHTO T 30 Mechanical Analysis of Extracted Aggregate
- AASHTO T 40 Sampling Bituminous Materials
- AASHTO T 85 Specific Gravity and Absorption of Coarse Aggregate
- AASHTO T 87 Dry Preparation of Disturbed Soil and Soil Aggregate
- AASHTO T 89 Determining the Liquid Limit of Soils;
- AASHTO T 90 Determining the Plastic Limit and Plasticity Index of Soils
- AASHTO T 146 Wet Preparation of Disturbed Soil Samples for Test
- AASHTO T 164 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
- AASHTO T 166 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens
- AASHTO T 168 Sampling Bituminous Paving Mixtures
- AASHTO T 176 Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- AASHTO T 182 Coating and Stripping of Bituminous-Aggregate Mixtures
- AASHTO T 209 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- AASHTO T 218 Sampling Hydrated Lime
- AASHTO T 248 Reducing Field Samples of Aggregate to Testing Size
- AASHTO T 255 Total Moisture Content of Aggregate by Drying
- AASHTO T 269 Percent Air Voids in Compacted Dense and Open Bituminous Mixtures
- AASHTO T 304 Un-compacted Void Content of Fine Aggregate
- ASTM D 2950 Density of Bituminous Concrete in Place by Nuclear Methods
- ASTM D 4791 Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

Using these test procedures, the Contractor's Quality Control Testing shall consist of the following as a minimum:

A. Stockpile Testing. The Contractor shall perform gradation tests, sand equivalent tests, fine aggregate angularity tests, liquid limit determinations, plastic limit determinations, flat-elongated particle determinations, and fractured faces determinations on each fraction of aggregate stockpiled at the hot mix plant. The Project Manager shall approve the location for the sampling of stockpiled aggregate. Each fraction of material shall be samples and tested at the rate of at least one test per 250 tons of material produced for the first 2000 tons of production and at least one test per 500 tons of material produced after that time.

B. Asphalt Binder Content and Aggregate Gradation. The Contractor shall sample the HMAC

mixture from behind the paver and shall determine the asphalt content, for information purposes only, and the aggregate gradation of the sample that is prepared for testing per AASHTO T 308. Additionally, each oven used to perform AASHTO T 308 shall be individually calibrated before its actual use. If any Quality Control or Quality Analysis oven has not been properly calibrated per this procedure before actual production of any job mix formula, the Project Manager shall cease all paving operations until such a calibration of all ovens has been completed at no additional cost to the City for any incurred Contractor delays. The material shall be sampled and tested at the rate of at least one test per 250 tons of material produced with at least two tests per day’s production.

- C. Quality Control Test Submittals. By noon of the workday after the material has been produced or placed, the Contractor shall deliver to the Project Manager or his designee a copy of all test results that were run that day. The Contractor’s Quality Control Representative shall also certify that the test results obtained are a true and accurate representation of the material sampled.

The Contractor on the project shall control the aggregate gradations during production of HMAC such that the maximum variation from the approved job mix formula, using a moving average of three tests, shall comply with the established tolerances of Table 326.60.

**Table 326.60
AGGREGATE VARIATION ALLOWANCE**

Sieve Size	Percent Tolerance
Nominal Maximum Sieve, (3/8 in.), and (# 4)	± 7
(No. 10) and No. 40	± 4.0
(No. 200)	± 2.0

Note: The “Nominal Maximum Sieve” is defined as the sieve size that is one sieve size above the first sieve that has a minimum of 10 percent retained.

If the Contractor’s production testing indicates that this requirement is not being met, the Contractor shall take corrective action to ensure that the requirement is complied with.

326.65 CITY QUALITY ASSURANCE TESTING FOR HMAC MIX

Acceptance will be based on tests made from representative samples taken after the HMAC has been placed on the roadbed and prior to compacting. After the mix design has been issued, the Contractor shall control the mixture production on the project such that the job mix tolerances of Section 326.30 are met.

A battery of tests shall be performed on the HMAC material at a rate of one per 250 tons of mix or a minimum of one battery of test per site or a minimum of two per day.

A battery of tests shall consist of Asphalt Extraction, Gradation of Aggregates, Marshal Stability, Marshal Flow, Percent Air Voids in Compacted Mix, Theoretical Maximum Unit Weight of HMAC Mixture, and Fractured Face Count.

A minimum of one cold feed gradation and Sand Equivalent determination shall be performed per days run.

326.66 ASPHALT FAILURE RESOLUTION PROCEDURES

If the test results for the job mix formula requirements indicate that the material fails to meet the specification tolerances for a period of one day or one lot, the Contractor shall initiate corrective action. A field notice will be issued by the Project Manager with the results of the tests. If the material continues to fail to meet the specification for a total of two consecutive days or a maximum total production of 600 tons of hot mix asphalt, the production will be halted by issuance of a field notice by the Project manager.

The test results shall be used by the Contractor to determine the cause or factors that may be a contribution to the problem and to determine a solution. The Contractor shall propose a plan to solve the problem. Approval of the plan must be obtained from the Project Manager before resumption of paving operations. Upon approval of the proposed plan, the Contractor may resume operations to determine if the actions taken have corrected the problem. The Contractor shall limit production to 300 tons during a trial run period in which the asphalt will be tested in 100 ton increments. If the testing indicates that the problem has been corrected, the Contractor may resume full operations. If the problem has not been corrected, further trial runs and testing as described herein will be required. The Contractor will be responsible for providing the testing during the trial run period.

If all procedures listed above have been exhausted and problems continue to occur and/or are not remedied in the manner or time agreed upon;

1. For Contract Work – The Contractor will be put on intent to terminate the contract. If the Contractor does not remedy all the problems identified in the notice of intent to terminate within the time period stated in the notice, the City shall pursue termination of the contract in compliance with the applicable surety guidelines.
2. For Subdivision Work – The Contractor will be required to stop work and schedule a meeting with the Public Works Director to deliberate cancellation of the construction permit.

326.70 COMPACTION OF MIXTURE

Compaction shall be effected by the rubber-tired rollers and tandem rollers (steel wheel) specified hereinbefore. Rolling of the mixture shall begin as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Alternate trips of the roller shall be of slightly different lengths. The initial longitudinal rolling shall be effected by the use of tandem rollers. Incidental to any paving the contractor shall provide a rolling pattern to the Project Manager prior to the beginning of work.

Rollers shall move at a slow, not to exceed three (3) MPH (264 Ft/min.), uniform speed, with the drive roll or wheels nearest the paver. The speed of the paving machine shall be coordinated with the production of the plant to achieve a continuous operation. Sufficient hauling equipment shall be available to insure continuous operation. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The surface

course shall be compacted to a minimum of 93% and a maximum of 96% of theoretical maximum density as determined by AASHTO T 209. No leakage from any roller shall be allowed to come in contact with the pavement being constructed nor shall any roller be permitted to stand motionless on any portion of the work before it has been properly compacted. Steel roller wheels shall be treated with water and detergent to prevent the adherence of the asphalt concrete, also water and detergent may be used on pneumatic-tired rollers but the quantity used must not be such as to be detrimental to the surface being rolled.

Final rolling of the top or finish course shall be accomplished with a steel wheel roller, removing all surface imperfections, including indentures made by pneumatic-tired rollers. Rolling of the surface shall be continued until all roller marks are eliminated and an acceptable density is achieved.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand operated mechanical tampers. Any mixture that becomes mixed with foreign material or in any way is defective shall be removed, replaced with fresh mixture, and compacted to the density of the surrounding pavement.

326.75 CONTRACTOR QUALITY CONTROL FOR COMPACTION

The Contractor, at their own expense, shall monitor the compaction process by determining the density of the HMAC with a portable nuclear density device in conformity with ASTM D 2950.

Calibration of the portable nuclear device used by the Contractor shall be established from cut pavement samples (6" dia. cores). The density readings of the cut pavement samples shall be determined by the Contractor in accordance with AASHTO T 166 (weight, volume method) and the density readings of the pavement shall be determined by the portable nuclear density test device in conformity with ASTM D 2950 and shall be correlated by the Contractor. A minimum of three cut pavement samples shall be used to determine the correction factor to be applied to the nuclear density readings to match the unit weight of the cut pavement samples. The Contractor shall conduct density testing at the minimum rate of one per 250 tons and shall furnish results to the project manager within one business day.

If the project has more than one lift of HMAC, the Contractor shall determine a new correction factor for that lift.

It is intended that quality control density testing be done while the bituminous mixture is hot enough to permit further compaction if necessary. Rolling for any compactive effort will not be allowed beyond the point at which it becomes ineffective or damage begins to occur. Additionally, use of vibratory mode will not be permitted when the temperature of the mix is below 200°F.

326.80 CITY QUALITY ASSURANCE TESTING FOR COMPACTION

The HMAC shall be divided into acceptance sections or lots of 750 tons or one day's production, whichever is less, for the purpose of defining areas represented by each series of acceptance tests. The City shall use a stratified random sampling plan to enhance the quality of acceptance sampling and testing. The density of each acceptance section or lot shall be evaluated by a minimum of three cut pavement samples (6" dia. cores) taken in conformity with AASHTO T 166 at randomly selected sites within the test section. The cut pavement samples shall be taken and prepared by the Contractor for testing. The City acceptance lab shall do the testing. The Contractor shall core each lift of the HMAC full depth in accordance with applicable AASHTO and City procedures. All questions arising from the sampling operation, including diameter of core samples shall be decided by the Project Manager. The Contractor shall identify each core sample with a location marking and deliver all core samples to the test site within the time specified by the Project Manager. The mean density obtained for all tests in each acceptance section or lot shall be at least 93% of the theoretical maximum density as determined from AASHTO T 209. In addition, each individual test value obtained within an acceptance section or lot shall be at least 91.00% of the theoretical maximum density and shall not exceed 98.00% of the theoretical maximum density. In the event an individual test result falls below 91.00% or exceeds 98.00% of the theoretical maximum density, the Contract Administrator shall determine the disposition of the material represented by the test.

326.86 PRICE ADJUSTMENT FOR DENSITY (CONTRACTED PROJECTS)

The payment of the unit price will be adjusted for density as outlined in Table 326.86. The adjustment shall be applied on a lot by lot basis for each lift. The adjustment will be based on the average of all density tests for the lot. The price adjustment will be applied only to the pay item for HMAC.

TABLE 326.86

PERCENT OF MAXIMUM THEORETICAL DENSITY	PERCENT OF CONTRACT PRICE TO BE PAID
Above 98	*
97.00-98.00	90%
96.00-96.99	95%
95.00-95.99	100%
94.00-94.99	102%
93.00-93.99	100%
92.00-92.99	95%
91.00-91.99	90%
Less than 91.00	*

***This lot shall be removed and replaced. In lieu thereof, the contractor and the Public Works Director may agree in writing that it is in the best interest of the City that the lot not be removed but instead be paid for at 50% of the contract price.**

If the pavement is constructed in conjunction with any other development such as part of a private development (Subdivision), failing densities shall be remedied as directed by the Director of Public Works.

326.87 JOINTS

- A. General. All joints shall present the same texture, density, and smoothness as other sections of the course. Care shall be exercised in connection with the construction of joints to insure that the surface of the pavement is true to grade and cross section. All joints shall be completely bonded. The joints between old and new pavements or between successive days' work shall be carefully made in such manner as to insure a continuous bond between old and new sections of the course. All contact surfaces of previously constructed pavements shall be painted with a thin uniform coat of hot bituminous material just before the fresh mixture is placed.

All joints shall be properly "set up" with the back of the rake at a proper height and level to receive the maximum compression under the rolling. Work of setting up the joints shall be done by competent workmen who are capable of making a correct, clean, and neat joint. Care should be taken to ensure that joints are not placed along the wheel path. All joints shall be constructed within the smoothness requirements stated herein. To avoid segregation, any excess aggregate remaining on or near the joint area, after it is set up, shall be removed from the pavement surface and must not be broadcast across the new pavement mat.

- B. Transverse. The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is to be discontinued or when delivery of mixture is interrupted to the extent that the unrolled material may become cold. In all cases, the edge of the previously laid course shall be cut back to expose an even vertical surface for the full thickness of the course.
- C. Longitudinal. When the edges of the longitudinal joints are irregular, honeycombed, or poorly compacted, all unsatisfactory sections of joint shall be cut back to expose an even, vertical surface for the full thickness of the course prior to constructing the adjacent pavement. Joints should be kept to the smallest possible number and be located away from the wheel path.

326.90 SMOOTHNESS

The finished surfaces of the pavement shall not vary more than 3/16 inch for the surface courses, when evaluated with a 10 foot straight edge. The lot size shall be 1,000 square yards. Measurements will be made perpendicular and parallel to the centerline at distances not to exceed fifty (50) feet. When more than 15 percent (15%) of all measurements within a lot exceed the specified tolerance, the contractor shall do corrective work at the Contractor expense as follows:

- A. Diamond Grinding. Diamond grinding shall be performed in areas that exceed 3/16 inch to the extent necessary to bring the lot to acceptable levels. Any areas that require diamond grinding shall receive a fog seal application at the Contractor's expense.
- B. Mill and Overlay. The contractor shall remove, dispose, and replace the lot by cold milling the existing surface to a depth equal to the final surface course depth. The pavement shall be removed a full lane width and replaced with a paving machine. The area shall be re-evaluated

for smoothness.

In the case that a lot contains less than 15 percent (15%) exceeding 3/16 inch when evaluated with a 10 straight edge but contains any area that exceeds 5/16 inch, the area that exceeds 5/16 inch shall receive diamond grinding at the Contractor's expense. Any areas that require diamond grinding shall receive a fog seal application also at the Contractor's expense.

The Contractor shall have a 10 foot straight edge available at all times during paving operations and when requested by the City for evaluation of completed work. Providing the straight edge shall be considered incidental to construction.

326.95 PROTECTION OF PAVEMENT

After final rolling, no vehicular traffic shall be permitted on the pavement until it has sufficiently cooled and hardened as determined by the Project Manager.

326.96 REPLACEMENT OF CORES

The contractor shall replace the HMAC at all core locations. The sides of the core hole shall be tacked with a brush and the new HMAC shall be compacted as approved by the Project Manager. The new HMAC shall be of the type used on the project and shall be placed at the required temperature.

326.97 CLEANING

The Contractor shall, as directed by the Project Manager, remove at his/her own expense from the Owner's property and from all public and private property, all temporary structures, rubbish, debris, or any waste materials resulting from his/her operations. He/she shall leave the entire site in a neat condition.

SC-13 PATCHING ASPHALT PAVEMENTS

355.00 GENERAL

This section covers the patching of asphalt pavements and shall consist of preparation of the patch area, placing and finishing and compacting with approved construction materials in compliance with this specification. This specification is intended as a minimum guideline for construction of patches to City Streets and shall be followed unless otherwise specified by the Engineer or Project Manager.

355.10 MATERIALS

- A. Base Course material shall conform to Section 210, GRADED GRAVEL BASE COURSE of Standard Specification for Road Construction.
- B. Flowable Fill material shall conform to Section 515, FLOWABLE FILL of Standard Specification for Road Construction. This material may be used in narrow trenches for ease in back filling to appoint no closer than the existing pavement depth.

- C. Temporary Asphalt Patch material shall conform to Section 320, COLD MIX ASPHALT of Standard Specification for Road Construction unless it meets the criterion described in Section 355.20 below.
- D. Prime Coat material shall conform to Section 300, PRIME COAT of Standard Specification for Road Construction.
- E. Permanent Asphalt Patch material shall conform to Section 326.00 thru 326.45, HOT MIX ASPHALTIC CONCRETE of the Special Conditions. The Asphalt cement for all permanent patch material shall be PG 64-22 unless specified otherwise on the plan. The grading of the material shall be type C if the patch is less than 1 inch in depth or on a residential street. The grading of the material for all other applications shall be Type A or B and/or equivalent to that of the surface being patch or as determined by the Engineer.
- F. Tack Coat material shall conform to Section 305, Tack Coat of Standard Specification for Road Construction.

355.20 TIMELINESS OF PATCHING

If a patch is on any street other than a low volume residential street OR if a temporary patch is expected to be left for a period of time exceeding three days OR if a cut pavement is not safe for pedestrians and traffic to be left as a base or soil patch, the temporary patch material shall conform to Section 320, COLD MIXED ASPHALT of Standard Specification for Road Construction.

If the patch is on a residential low volume street and will be permanently patched within a reasonable period of time as determined by the Engineer, then the patch material shall be an approved backfill material as directed by the Engineer.

355.30 EQUIPMENT

Equipment, tools and machines used in the performance of the work covered by this section of the specifications shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times. All equipment proposed to be used for work under this section shall be of sufficient size and in such mechanical condition to be capable of completing the work and producing a good quality patch.

355.40 WEATHER LIMITATIONS

- A. Permanent Asphalt Patches shall be placed only when weather permits as described by Section 326.51 HOT MIX ASPHALTIC CONCRETE of the Special Conditions.
- B. If weather does not meet the requirement above, then a temporary Patch shall be constructed until such time the weather permits the construction of a permanent patch.

355.50 PATCH PREPARATION

- A. Cuts - All patched areas shall be cut square or rectangular with straight edges in the horizontal and vertical directions. One pair of cut faces shall be at right angles to the direction of traffic. Tack coat material shall be placed on all sides.
- B. Base Preparation - Prior to placing the Permanent Patch, the underlying base course shall be cleaned of all foreign or objectionable matter. The base course shall be compacted to a minimum of 95% of the modified proctor as indicated on the plans or as directed by the Engineer. The depth of the compacted base course shall be a minimum of 6 inches or as directed by the Engineer.
- C. If the patch is being placed to correct a pot hole and the depth of the hole has not extended into the base, the hole may be cut as described under paragraph A above, cleaned, dried, primed, and patched as indicated below. The Engineer may require the patch to be sealed with an approved emulsion if deemed necessary.
- D. Prime Coat - The Prime coat shall be applied at a rate to provide total coverage of all adjoining surfaces including the sides of the patch. If an emulsion is used for the prime material, ample time must be given to allow the prime to "break" before the patching material is placed.
- E. Tack Coat - The tack coat will be placed on the edges of the patch and between lifts of asphalt. Contractor may place asphalt lifts without the tack coat when in compliance with ALL of the following:
 - 1. Pre-approval is received from the Project Manager.
 - 2. Proper compaction and density has been achieved for each lift.
 - 3. The lift is placed the same day as the preceding lift.
 - 4. The asphalt surface has been inspected by the Project Manager and has been deemed to be clean and free of debris and dust prior to placement of the next lift, and the surface is still tacky.

355.60 PLACEMENT OF PERMANENT PATCHING MATERIALS

- A. The materials shall be placed around the perimeter of the patch area and raked toward the center of the patch to reduce segregation and concentration of aggregates at the joints. The materials shall also be dumped or placed and not thrown or broadcast to reduce segregation.
- B. The thickness of the compacted patch shall match the depth of the adjacent pavement surfaces and shall be a minimum of two inches (2") deep OR, as specified on approved plans and/or specifications OR, as directed by the Engineer or Project Manager.

355.70 COMPACTION

- A. Compaction shall begin by rolling a six inch wide section around the perimeter of the patch. After the perimeter rolling is complete, the entire patch area shall be rolled and densities shall determine payment as outlined in section 355.86 Price Adjustment for Density.

- B. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand operated mechanical tampers. Any mixture that becomes mixed with foreign material or in any way is defective shall be removed, replaced with fresh mixture, and compacted to the density of the surrounding pavement.

355.72 CONTRACTOR QUALITY CONTROL FOR COMPACTION

The Contractor, at their own expense, shall monitor the compaction process by determining the density of the HMAC with a portable nuclear density device in conformity with ASTM D 2950. The contractor may opt out of doing their own independent testing with the understanding that they will accept the density results obtained by the City's lab for all payment and acceptance purposes. Should the Contractor feel that the test results are erroneous in any way, they may at their time and expense coordinate directly with the testing lab to verify the labs results.

Calibration of the portable nuclear device used by the Contractor shall be established from cut pavement samples (6" cores). The density readings of the cut pavement samples shall be determined by the Contractor in accordance with AASHTO T 166 (weight, volume method) and the density readings of the pavement shall be determined by the portable nuclear density test device in conformity with ASTM D 2950 and shall be correlated by the Contractor. A minimum of three cut pavement samples shall be used to determine the correction factor to be applied to the nuclear density readings to match the unit weight of the cut pavement samples. The Contractor shall conduct density testing at the minimum rate of one per 100 Sq. Yds. and shall furnish results to the project manager within one business day.

It is intended that quality control density testing be done while the bituminous mixture is hot enough to permit further compaction if necessary. Rolling for any compactive effort will not be allowed beyond the point at which it becomes ineffective or damage begins to occur. Additionally, use of vibratory mode will not be permitted when the temperature of the mix is below 200°F.

355.75 CITY QUALITY ASSURANCE TESTING FOR COMPACTION

The bituminous pavement structure course shall be divided into acceptance sections or lot of 250 Sq. Yds. or one day's production, whichever is less, for the purpose of defining areas represented by each series of tests. The City shall use a stratified random sampling plan to enhance the quality of acceptance sampling and testing.

The density of each acceptance section or lot will be evaluated by a minimum of three density tests with a portable nuclear density device in conformity with ASTM D 2950. The density readings shall be adjusted using the following calibration process.

Calibration of the portable nuclear device used by the City shall be established from cut pavement samples (6" cores). The density readings of the cut pavement samples shall be determined by the City in accordance with AASHTO T 166 (weight, volume method) and the density readings of the pavement shall be determined by the portable nuclear density test device in conformity with ASTM D 2950. A minimum of three cut pavement samples shall be used to determine the correction factor to be applied to the nuclear density readings to match the unit weight of the cut pavement samples. Once a nuclear device has been calibrated by a minimum of three cut pavement samples (6" cores) the device will be approved for use on the project and no further calibration will be require unless

HMAC from a different source or a new mix design from the same source is used. If material from a different source is used any nuclear device used on the project will need to be re-calibrated.

All portable nuclear devices shall be calibrated or they will not be allowed for use on the project.

355.86 PRICE ADJUSTMENT FOR DENSITY (CONTRACTED PROJECTS)

The payment of the unit price will be adjusted for density as outlined in Table 355.86. The adjustment will be applied to a lot or by lot bases for each lift. The adjustment will be based on the average of all density tests for the lot the price adjustment will be applied only to the pay item for HMAC.

TABLE 355.86

PERCENT OF MAXIMUM THEORETICAL DENSITY	PERCENT OF CONTRACT PRICE TO BE PAID
Above 98	*
97-98.00	90%
96.01-96.99	95%
93.00-96.00	100%
92-92.99	95%
91-91.99	90%
90-90.99	80%
Less than 90.00	*

***This lot shall be removed and replaced. In lieu thereof, the contractor and the Public Works Director may agree in writing that it is in the best interest of the City that the lot not be removed but instead be paid for at 50% of the contract price.**

If the pavement is constructed in conjunction with any other development such as part of a private development (Subdivision), failing densities shall be remedied as directed by the Director of Public Works.

355.90 JOINTS

All joints shall conform to Section 326.87, HOT MIX ASPHALTIC CONCRETE of the Special Conditions.

355.95 SMOOTHNESS

The surface of the pavement after compaction shall match the adjoining pavement in a transverse direction. When tested with a 10' straight edge placed in any direction, the surface shall not vary more than 3/16 of an inch between any two contacts with the surface. When the width of the patch is less than 10' the surface shall not vary more than 3/16 of an inch between any two contacts with the surface between the joints. Transverse and longitudinal joints shall also be checked for smoothness. Joints shall not vary from the edge of a straight edge placed perpendicular to the joint by more than 3/16 of an inch.

Isolated Patches: Isolated patches are defined as those having less than 15 sq. yds. Isolated patches shall be measured for smoothness at a minimum of 3 locations to be determined by the project manager. Larger isolated patches may be measured every 10 feet at a minimum, and measurements may be taken more frequently at the Project Managers discretion.

Isolated patches that have more than 15% of the measurements not in compliance shall be replaced in full unless otherwise approved by the Project Manager.

Continuous Patches: Continuous patches are those patches greater than 15 sq. yds. and are typically associated with utility trenching. Paved areas with widths of 8 feet or greater and larger than 400 sq. yds. shall not be considered patches and shall be required to comply with Section 326. HOT MIX ASPHALTIC CONCRETE of the special conditions.

Continuous Patches shall be measured at a minimum of every 20 feet. Smaller increments or additional measurements may be taken at the Project Managers discretion. Patches or patch sections that have more than 15% of the measurements not in compliance may be corrected using diamond grinding or mill and overlay. If these methods cannot bring the patch into compliance, it shall be removed and replaced.

- C. Diamond Grinding. Diamond grinding shall be performed in areas that exceed 3/16 inch to the extent necessary to bring the lot to acceptable levels. Any areas that require diamond grinding shall receive a fog seal application at the Contractor's expense. Diamond grinding will not be allowed on the existing surface to bring the patch into compliance.
- D. Mill and Overlay. The contractor shall remove, dispose, and replace the lot by cold milling the existing surface to a depth equal to the final surface course depth. The pavement shall be removed a full lane width and replaced with a paving machine. The area shall be re-evaluated for smoothness.

In the case that a lot contains less than 15 percent (15%) exceeding 3/16 inch when evaluated with a 10 straight edge but contains any area that exceeds 5/16 inch, the area that exceeds 5/16 inch shall receive diamond grinding at the Contractor's expense. Any areas that require diamond grinding shall receive a fog seal application also at the Contractor's expense. Diamond grinding will not be permitted on existing surfaces to bring the new patch into compliance. In these areas the patch shall be replaced.

The Contractor shall have a 10 foot straight edge available at all times during paving operations and when requested by the City for evaluation of completed work. Providing the straight edge shall be considered incidental to construction.

355.96 PROTECTION OF PAVEMENT

After final rolling, no vehicular traffic shall be permitted on the pavement until it has sufficiently cooled and hardened as determined by the Project Manager.

355.97 CLEANING

The Contractor shall, as directed by the Project Manager, remove at his/her own expense from the Owner's property and from all public and private property, all temporary structures, rubbish, debris, or any waste materials resulting from his/her operations. He/she shall leave the entire site in a neat condition as required by the Engineer or Project Manager.

SC-14 DRUG AND ALCOHOL TESTING FOR PIPELINE SAFETY REGULATIONS

The Contractor shall establish and maintain separate programs for testing its employees for drug use and alcohol use, together with training for its employees, which programs shall comply with all of the requirements of 49 CFR part 199, Department of Transportation Gas Pipeline Safety Regulations. No work shall begin on the project until the City has determined that the Contractor's program meets such requirements. After the bids have been opened, the low bidder shall submit copies of their Alcohol Testing Program to the City's Risk Management Section for review and comments. The Contractor shall then submit a letter of compliance from Risk Management to Project Manager stating that the Contractor does have testing programs in place and that such programs are in compliance with Department of Transportation Requirements.

The City, as a system operator, is responsible for compliance by the Contractor with the above regulations and in recognition of that responsibility the Contractor agrees to make its drug testing and alcohol testing program records available to a duty authorized representative of the City at any reasonable time. The Contractor further agrees that should the City determine that an employee of the Contractor who is working on the project has not met the requirements of the Contractor's programs or the above regulations, Contractor will immediately prevent such employee from performing any safety sensitive work until such time as the employee meets such requirements.

SC-15 PAYMENT FOR NON-ESTABLISHED CONTRACT ITEMS

Payment will be made to the Contractor for this work in accordance with the provisions of City change order policies by one of the following methods: contract unit prices, mutually agreed upon unit and lump sum prices, or force account basis.

A. Work to be done by Force Account shall be compensated as follows:

2. **Labor:** For all labor and foremen (not including superintendents, project managers, office personnel, etc.) in direct charge of the specific operations, the contractor will be paid in accordance with the wage rate decision as outlined in the contract OR the actual hourly rate as delineated in the certified payrolls. All wage rates shall be determined and mutually agreed upon prior to the commencement of the work. Include the actual reasonable costs paid to, or on behalf of, workers for labor burden including: subsistence and travel allowances, health, employee benefits, and employment taxes under FICA and FUTA for the force account work. Also include the actual reasonable costs paid for insurances and bonds including property damage, liability, worker's compensation insurance premiums, and unemployment insurance premiums or contributions for the force account work. (If the project is federal funded then the rate will be negotiated.)

In lieu of providing actual costs, the Contractor may use a rate calculated at 35% of the above labor rate and added to that labor rate for the total cost of labor for the force account work.

2. **Materials:** For materials accepted by the Project Manager and incorporated into the work, the Contractor shall be paid the actual cost of such materials delivered to the site, including transportation charges (if not already included in original cost).
3. **Equipment:** For machinery/heavy duty vehicles (dump trucks, excavators, tractors, rollers etc.), special equipment or tools (other than hand tools such as mechanics/carpenters/electrician tools, both manual and power) that will be required for the work and the use of which has been approved by the Project Manager, the Contractor shall be paid the rental rates as determined by the most recent NMDOT equipment rate tables or RS Means Heavy Construction Data, unless otherwise agreed to in writing. A complete description of the machinery (i.e. type, hauling/shoveling capacity, year, mileage, etc.) shall be submitted for comparison to the mutually agreed upon rate tables.
4. **Light Duty Vehicles (Pickup Trucks, Vans, SUVs):** For light duty vehicles (other than those used by superintendents, project managers, office personnel, etc.) that will be required for the work and the use of which has been approved by the Project Manager, the Contractor shall be paid the rental rates as determined by the most recent NMDOT equipment rate tables or RS Means Heavy Construction Data, unless otherwise agreed to in writing. A complete description of the light duty vehicle (i.e. model, specifications [ex. 4x4, ¾ ton, crewcab], year, mileage, etc.) shall be submitted for comparison to the mutually agreed upon rate tables.
5. The “Not to Exceed” allowance for General Administration, overhead, and profit combined shall be based on the following schedule:

	\$500 & Less	Over \$500
Contractor for work performed by own forces	22%	19%
Contractor for work performed by subcontractor	15%	10%

The above percent will be added to the sum of the project labor cost, materials cost, and equipment costs to determine the total cost of the change. (If the project is federal funded then the rate will be negotiated.)

- B. If work is to be done by Force Account all proposed wage rates, equipment rates, and materials costs shall be agreed to before work can begin.

No trenches longer than ten (10) feet, except bore pits, will be left open overnight. In these situations, proper flashing lights, barricades, channelization devices, signs, and all other necessary nighttime and daytime traffic and pedestrian control devices will be utilized at all times from before dusk to after dawn, (flashing lights and barricades on a maximum of ten (10) feet centers shall be placed around the entire perimeter of the trench or excavation, and the entire perimeter shall be completely and securely roped off). Access shall always be provided to all driveways, etc., at night and on weekends and holidays. In addition, if work is to be suspended for three (3) or more days, absolutely no trenches or bore pits will be left open and all construction areas shall be completely cleaned up and set up for smooth and complete traffic and pedestrian flows. Proper traffic and pedestrian control devices shall be utilized continuously during construction, overnight, on weekends, and during holidays.

SC-17 SAW CUTTING PAVEMENT/CONCRETE

The Contractor shall make pavement/concrete cuts for utility connections, utility patching, storm drain construction, and all roadway work. The existing asphalt/concrete shall be saw cuts in neat, straight lines as directed by the city project manager. The method and equipment used for saw cutting shall be approved by the city project manager before any such cuts are made.

Pavement/concrete saw cuts shall be kept to the minimum width necessary to perform the required utility, roadway, or drainage work, or to accommodate the contractors paving equipment.

The cost of the saw cuts shall be included in the bid prices for other items of work in the contract, and no direct payment will be made for pavement/concrete saw cutting.

SC-18 LANDSCAPING

The Contractor shall minimize the removal or damage to any landscaping or improvements within or adjacent to the parkway and sidewalks. Any removal of landscaping or improvements will have to be approved by the Project Manager prior to removal. Any removed/damaged landscaping or improvements shall be replaced to existing condition with like material. All replacement items shall be approved by the Project Manager prior to installation. The installation of replacement items shall be to the Project Manager's satisfaction. Any replacement of damaged or removed items will be at the Contractor's expense.

SC-19 SIGNAGE

The Contractor shall minimize the removal or damage to any signage within or adjacent to the parkway and sidewalks. Any removal of signage will have to be approved by the Project Manager prior to removal. Any removed/damaged signage shall be replaced to existing condition with like material. All replacement items shall be approved by the Project Manager prior to installation. The installation of replacement items shall be to the Project Manager's satisfaction. Any replacement of damaged or removed items will be at the Contractor's expense.

SC-20 ASPHALT BINDER PRICE ADJUSTMENT PROCEDURE

An adjustment will be made to the contract bid items which include asphalt binder if the monthly price index of asphalt fluctuates from the established base price index beyond 10% as maintained by the New Mexico Department of Transportation (NMDOT) State Materials Bureau during the period of a progress payment. Adjustment is not optional. For items paid by the square yard, the tonnage of Hot Mix Asphalt (HMA) will be converted by assuming a unit weight of 100 lbs. per square yard per inch. The tonnage of asphalt binder will be determined by taking the tonnage of HMA computed times the percentage of asphalt binder required in the approved mix design.

Items subject to adjustment are:

1. Asphalt Paving (all types)
2. Asphalt Treated Base (ATB)
3. Open Graded Base Course (OGFC)
4. Asphalt Patching
5. Plant Mix Bituminous Pavement (all types)

The Contractor shall submit at the monthly status meeting applicable mix designs, including the percentage of asphalt binder and tonnage of HMA placed for the month for inclusion in the price adjustment for each HMA pay item listed above in the Contract.

For **increasing prices**, the monthly adjustment shall apply on those contracts whose monthly fluctuations are above a (B/C) ratio, defined below, of 1.10 using Equation (1).

For **decreasing prices**, the monthly adjustment shall apply on those contracts whose monthly fluctuations are below a (B/C) ration, defined below, of 0.90 to minimum (B/C) ration of 0.60 using Equation (2).

Only the differential percentage change beyond 10% will be used to calculate the asphalt binder price adjustment per Equations (1) or (2):

$$\text{Equation (1): } A = [B - (1.1 \times C)] \times D$$

$$\text{Equation (2): } A = [B - (0.9 \times C)] \times D$$

Where:

A = Adjustment to the Contract for asphalt binder in dollars (\$).

B = Latest Average Monthly Rack Price per ton of asphalt binder.

C = Base Price Index: Average Monthly Rack Price per ton of asphalt binder for the month of the Bid Opening.

D = Tons of Asphalt binder placed.

Monthly Adjustment: At each project monthly progress payment, the asphalt binder tonnage that has been placed since the previous monthly project monthly progress payment will be totaled and an adjustment determined by either Equations (1) or (2), as appropriate and when necessary, using the latest monthly average asphalt price. If the use of Equation (2) results in a (B/C) ratio less than 0.60, then the (B/C) ratio will be fixed at a value of 0.60.

For the purposes of making these calculations, the NMDOT State Materials Bureau will maintain a database of average weekly selling price indexes. The index will be based on the average weekly selling price for New Mexico. In order to have a “real time” cost index more indicative of the actual market conditions in New Mexico the NMDOT will use the published rack prices of the major suppliers in the state. The cost of the two major types of asphalt used in the New Mexico construction program PG 64-28 and PG 70-22 will be used to set the high and low range for asphalt material in the index and the Department will use the average of these two prices as its monthly index. The rack prices will be taken from the prices published by the state producers weekly and the average of these prices used to determine the average asphalt index in the state monthly. These rack prices are documented by the suppliers to the NMDOT via direct hard copy reports. The published Average Monthly Rack-Price will be calculated using the following formula:

Average Monthly Rack - Price = Average of the reported average weekly selling prices using the last four reported weeks on or prior to the last day of a given month as published by the New Mexico Department of Transportation Materials Bureau.

The current New Mexico Asphalt Rack – Price Data and Average Monthly Rack - Price Index will be sent, by NMDOT via e-mail, to the City of Las Cruces and the Albuquerque office of the Associated Contractors of New Mexico for distribution to their members.

THE FOLLOWING EXAMPLE WILL EXPLAIN THE ASPHALT BINDER PRICE ADJUSTMENT PROCEDURE:

The type of asphalt is Type “B”, with required asphalt content from the approved mix design of 6%.

The project was bid during the month of July 2008.

The amount of hot mix placed during the month of September 2008 is 10,000 square yards. The bid item for this work is paid by the square yard at a thickness of 2 inches.

Step One: Determine the tonnage of hot mix placed during the month.

$$(10,000 \text{ s.y.} \times 100 \text{ lbs. /s.y. inch} \times 2 \text{ inches}) / 2000 \text{ lbs. /ton} = 1,000 \text{ Tons}$$

Step Two: Determine the tonnage of binder placed.

$$1,000 \text{ Tons (hot mix placed)} \times 6\% = 60 \text{ Tons}$$

Step Three: Determine the B/C ratio.

From the attached spreadsheet for the Average Monthly Rack - Price:

$$C = \$800.00$$

Assuming that the Average Monthly Rack - Price for September 2008 is \$1,000.00.

$$B = \$1,000.00$$

$$B/C = 1000/800 = 1.25$$

Now therefore since the B/C ratio is greater than 1.1, apply Equation (1):

$$A = [B - (1.1 \times C)] \times D = [1000.00 - (1.1 \times 800.00)] \times 60 = \$7,200.00$$

Payment will be made to the Contractor in the amount of \$7,200.00 for the month of September 2008.



**State Materials Bureau
ASPHALT DESIGN UNIT**
P.O. Box 1149, Santa Fe, NM 87504-1149

Current New Mexico Asphalt Rack-Price Data

(As per Asphalt Price Modification IDC from State Construction Engineer Mr. Joe S. Garcia, dated July 28, 2008)

70-22						64-28					Average Weekly Rack Price	Average Monthly Rack Price
Week Ending	Holly Asphalt Co.	Western Refineries	Valero	Nustar	Average Price	Holly Asphalt Co.	Western Refineries	Valero	Nustar	Average Price		
07/25/08	\$ 920.00	\$ 737.50	\$ 720.00	\$ 780.00	\$ 789.38	\$ 930.00	-	\$ 720.00	\$ 780.00	\$ 810.00	\$800	\$800
08/01/08	\$ 850.00	\$ 1,017.50	\$ 770.00	\$ 855.00	\$ 873.13	\$ 860.00	-	\$ 770.00	\$ 855.00	\$ 828.33	\$851	
08/08/08												
08/15/08												
08/22/08												
08/29/08												
09/05/08												
09/12/08												
09/19/08												
09/26/08												
10/03/08												
10/10/08												
10/17/08												
10/24/08												
10/31/08												
11/07/08												
11/14/08												
11/21/08												
11/28/08												
12/05/08												
12/12/08												
12/19/08												
12/26/08												
01/02/09												
01/09/09												
01/16/09												
01/23/09												
01/30/09												
02/06/09												
02/13/09												
02/20/09												
02/27/09												
03/06/09												
03/13/09												
03/20/09												
03/27/09												

SC-21 MATERIALS DISPOSAL

Per GC-41 of the General Conditions, the Contractor is responsible for disposal of construction site materials. Commercial disposal service procured by the Contractor must be obtained from the City or from a private solid waste disposal company holding a current agreement with the City for the collection and disposal of construction site materials in compliance with City Council Resolution No. 06-034.

SC-22 NEW MEXICO EXCAVATION LAW

The contractor and sub-contractors will need to follow the New Mexico Excavation Law. The contractor and sub-contractor should be aware of all recent changes to the law regarding the wide area locates.

SC-23 APPROVAL OF CHANGE ORDERS BY NMED CPB

All change orders related to sewer work and associated paving shall be approved by both the City of Las Cruces and New Mexico Environment Department Construction Programs Bureau Project Manager or Representative. NMED CPB may approve change orders verbally for time sensitive issues.

SC-24 NON-APPROPRIATIONS CLAUSE

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the NMED or the State of New Mexico in the event of immediate or Early Termination of the Agreement by the City of Las Cruces or the Department.

SC-25 TERMINATION CLAUSE

This contract is funded in whole or in part by the funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing the Contractor written notice of such termination. In the event of termination pursuant to the paragraph, the City of Las Cruces' only liability shall be to pay the Contractor for acceptable goods delivered and services rendered before the termination date.

SC-26 VIDEO PROJECT SITE

Contractor shall video the entire project site prior to construction and provide a CD of that video to the City of Las Cruces for approval prior to construction. Cost shall be considered incidental to the project.

CONTRACT ADMINISTRATION FORMS

PROJECT NAME

HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS PROJECT, PHASE 1

Quantities for the Period _____ To _____

Item	Station		Offset		Depth/Unit (ft)/(ea)	Width (ft)	Length (ft)	Area/Volume (sf)/(sy)/(cy)/(ea)	
	From	To	(ft)	Lt/Rt					

Page _____ Of _____ Pages for Invoice Quantities

Approved
 By: _____ Date _____
 City _____
 Contractor _____ Date _____

PROJECT STATUS REPORT

PROJECT NAME: HACIENDA/HOMESTEAD ACRES ESTATES SEWER IMPROVEMENTS
PROJECT, PHASE 1

PROJECT NUMBER:

STATUS REPORT FOR THE PERIOD FROM: _____ TO _____

CONTRACT TIME

ITEM	THIS PERIOD	TO DATE
NUMBER OF CONTRACT DAYS		
NUMBER OF CONTRACT DAYS REQUESTED UNDER GC-46		

CHANGE ORDER SUMMARY

CHANGE ORDERS TO DATE (LIST NUMBERS)	CHANGE IN COST	CHANGE IN TIME
CHANGE ORDERS THIS PERIOD	CHANGE IN COST	CHANGE IN TIME
PROPOSED	NET CHANGE IN COST	NET CHANGE IN TIME

FIELD NOTICES

NOTICES THIS PERIOD	CHANGE ORDER NEEDED (Y/N)	COST REQUESTED	TIME REQUESTED

BILLING

ITEM	COST THIS PERIOD	COST TO DATE
INVOICE FOR UTILITY ITEMS (GAS, SEWER AND WATER)		
INVOICE FOR ALL OTHER ITEMS (Storm Drain, Roadway, Street Lights, etc.)		

PROJECT SCHEDULE

ORIGINAL CONTRACT START DATE	ORIGINAL CONTRACT END DATE	PROJECTED / ADJUSTED END DATE	% OF CONSTRUCTION COMPLETE TO DATE

This report submitted on behalf of:

By: _____ Date: _____

(Signature)

**CITY OF LAS CRUCES
REQUEST FOR PAYMENT**

Contractor: _____ Estimate No: _____

Project Name/No: _____ Date: _____

SUMMARY OF CONTRACT STATUS

Contract Amount: \$ _____ Contract Time: _____ Days

Additions/Deductions: \$ _____ Time Used: _____ Days

Adjusted Contract Amount: \$ _____ Adjusted Time: _____ Days

(Adjusted Contract Amount/Time Approved by Change Order No. _____ Dated _____)

	<u>Roadway</u>	<u>Utilities</u>	<u>Total To Date</u>
1. Cost of Contract Work Previously Performed:	\$ _____	\$ _____	\$ _____
2. Cost of Contract Work Performed This Statement:	\$ _____	\$ _____	\$ _____
3. Cost of Contract Work Performed to Date:	\$ _____	\$ _____	\$ _____
4. Materials On Site:	\$ _____	\$ _____	\$ _____
5. Net Amount Earned:	\$ _____	\$ _____	\$ _____
6. Total Amount Retained: (_____ %)	\$ _____	\$ _____	\$ _____
7. Total Amount Earned:	\$ _____	\$ _____	\$ _____
8. NM Gross Receipts Tax: @ _____ %	\$ _____	\$ _____	\$ _____
9. Subtotal	\$ _____	\$ _____	\$ _____
10. Less Previous Payments:	\$ _____	\$ _____	\$ _____
11. This Payment:	\$ _____	\$ _____	\$ _____

CONTRACTOR'S CERTIFICATION

To the best of my knowledge and belief, I certify that all items and amounts shown in this Pay Estimate No. ___ are correct; that all work has been performed and/or materials supplied in full accordance with requirements of the referenced contract, and/or duly authorized deviation, substitutions, alterations, and/or additions; that this estimate is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate; and that no part of Item 11 of the "Summary of Contract Status" above has been received.

LAS CRUCES UTILITIES APPROVAL:

Name: _____

Title: _____

Date: _____

ACCEPTED FOR THE CONTRACTOR:

Name: _____

Title: _____

Date: _____

NEW MEXICO WAGE RATE DETERMINATION

Hacienda Acres Sewer Improvements, Ph I Proj. Wage Decision: DA-15-1113 A

Install gravity sewer main, manholes and sewer services lines.

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

Effective January 1, 2015

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

New Mexico Department of Workforce Solutions
Public Works
121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102
Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: public.works@state.nm.us

Wage Decision # **DA-15-1113 A**
NOTIFICATION OF AWARD (NOA)

THIS WAGE DECISION # EXPIRES FOR BIDS ON 11/26/15

Description and Location of Work: Hacienda Acres Sewer Improvements, Ph I Proj. No. 15-16-027
Install gravity sewer main, manholes and sewer services lines.

City of Las Cruces

County of Dona Ana

Hacienda/Homestead Acres Estates

REMINDER for Agency Conducting BID Process:

After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____ License#: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and sub-contractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Email address for Contracting Agency (not agent) _____ **Required Field**

Date _____

SUBCONTRACTOR LIST

DO NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4424

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **DA-15-1113 A**

General Contractor:

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)
Work to be performed: _____ Start Date: _____ Amount (\$): _____

Company Name: _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____ License No.: _____
Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
(To Whom) (To Whom)

Work to be performed:

Start Date:

Amount (\$):

Revised 8/23/13

Page 2 of 2