

Project Manual
Contract Documents and Specifications

City of Raton

**Excavation and Drainage Maintenance
Work Annual On-Call Contract**

March 2019



Contracting Agency

**THE CITY OF RATON
224 SAVAGE AVENUE
POST OFFICE BOX 910
RATON, NEW MEXICO 87740**

NOTICE OF INVITATION FOR BID

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton, New Mexico for an annual contract to perform excavation and drainage maintenance work.

Sealed bids will be received at the Office of the City Clerk, located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton, New Mexico 87740. Bids are due by Monday March 25, 2019 at 2:00 PM. All interested parties are invited to attend. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Copies of the bid documents are available for download on the City's website www.ratonNm.gov or by contacting City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at mantonucci@cityofraton.com.

Raton City Clerk/Chief Procurement Officer: Michael Anne Antonucci

Date: March 7, 2019

INSTRUCTIONS TO BIDDERS

OWNER: The City of Raton

PROJECT: City of Raton Excavation and Drainage Maintenance Work
Annual On-Call

DOCUMENTS

The Contract Documents may be examined as announced in the Advertisement for Bids. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract Documents.

QUESTIONS

Submit all questions about the Drawings or Specifications to the Engineer in writing no later than two days prior to the time set for receipt of bids. Corrections or clarifications shall be made by Addendum. Oral clarifications will not be binding.

SUBSTITUTIONS

Refer to General Conditions for requirements generally relating to substitutions of materials and equipment. If the Bid Form requires the Base Bid to be based on certain named products, the Bidder may quote on alternate products by listing them on the product data sheets provided, together with performance and cost data requested thereon.

The Owner may accept any proposed substitution by adjusting the bid by the by the amount of the difference between the named product and the proposed substitute. However, alternate quotations which are not required by the Contract Documents shall not be a factor in the selection of the successful bidder.

PREPARATION OF BIDS

Bidders are expected to examine the specifications, drawings, all instructions and the project site in order to fully identify the conditions and requirements of the project. Failure to do so will be at the Bidder's risk.

All bids are to be made only on the Bid Form furnished with the Specifications. All blank spaces for bid prices on each Bid Schedule upon which the bidder is submitting a bid must be filled in, in ink or typewritten, or it will be presumed that any such omitted entry is intentional, and the corresponding item is at no cost. In case of discrepancy between unit prices and extended total, the unit prices shall govern unless a contrary interpretation is apparent from the information contained in the bid. If supplemental prices are requested for adjusting the Contract Price for more or less work than specified, such prices shall be included with the bid. The Owner reserves the right to reject any of these supplemental prices, without invalidating the acceptance of the bid, should they appear excessive or unbalanced. The Bid Form must be executed when submitted. Bidders shall furnish all information required by the solicitation.

Bids must be signed and the Bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.) Only one copy of the Bid Form is required.

SUBMITTAL OF BIDS

Complete sets of Bidding Documents shall be used in preparing bids, and complete set shall be submitted as the bid. Each bid must be submitted in a sealed opaque envelope, addressed to the Owner, and plainly marked on the outside as a bid for the project as identified above, and marked with the name of the bidder, his address and his license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at the address identified above.

The following shall be submitted with and included as part of the bid forms provided or as otherwise described herein:

Bid Bond/Guarantee (fully executed).

Campaign Contribution Disclosure Form (fully executed).

Bid Proposal Form and Itemized Bid Form, signed, sealed and attested.

Qualifying bids will be publicly opened and read at 2:00 P.M. on March 25, 2019 at the Raton Municipal Building located at 224 Savage Avenue, Raton, New Mexico. The apparent low bidder will be announced at the bid opening. The successful bidder will be determined following a detailed evaluation of bids and required submittals.

BID SECURITY

Bid security in an amount equal to at least five percent of the amount bid shall be submitted with the bid in the form of a bond provided by a surety company authorized to do business in the State of New Mexico, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the City of Raton. (§13-1-146-NMSA 1978)

SUBCONTRACTORS AND MANUFACTURERS

Subcontractors must be listed and submitted with the bid, if applicable. The listing threshold of this project is \$5000.00, (Five Thousand and no/100 Dollars). Subcontractors must have a valid New Mexico Contractor's license at the of bid submittal, in the proper classification to perform the work as determined by the New Mexico Construction Industry Division.

Unless specified herein as an inclusion to be submitted with each bid, the bidder may be required to submit, within 24 hours after the bid opening, the names of manufacturers of materials and equipment he proposes to use for the work. There shall be only one name submitted for each classification of subcontractor and manufacturer of materials and equipment unless the selection of alternatives should affect the proposed names.

The bidder may be required to establish the reliability and responsibility of the proposed names to furnish and perform the work in accordance with the Contract Documents and completion schedule. Upon acceptance by the Owner, substitutions will not be permitted without the express written approval of the Owner. If the Owner or Engineer has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute Subcontractor or manufacturer with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid Security **will not** be forfeited.

WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the scheduled time for the opening for bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid after the bid opening until the time below stipulated for award has expired. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

OWNER'S INVESTIGATIONS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such additional information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein, and such rejection shall not give rise to a cause of action against the Owner or Engineer, or impose a requirement upon the Owner or Engineer to divulge the information upon which such rejection is based.

CONTRACTOR'S LICENSE

Bidders must have a valid New Mexico Contractor's License at time of submittal of bid in the proper classification to perform the work as determined by the New Mexico Construction Industry Division (NMCID). If multiple license classifications are required for the work, Bidder must have valid license(s) for the minimum percentage of the work as required by the NMCID, and shall list licensed subcontractors proposed for the remainder of the work.

AWARD

The Owner shall award or reject the bids within thirty (30) days after the opening of bids. A conditional, qualified or unbalanced bid may, at the discretion of the Owner, be rejected. The Owner may, unless otherwise noted on the Bid Form, award separate contracts for the work contained in each Bid Schedule or, in the interest of continuity, to one contractor for two or more Bid Schedules. The Owner may waive any informalities or minor defects or reject any and all bids.

PAYMENT AND PERFORMANCE BONDS

When a Work Order is issued by the Owner to the Contractor in excess of twenty-five thousand dollars (\$25,000) for a specific work task authorized under the agreement, the Contractor shall furnish a Payment Bond and a Performance Bond, each in the amount of 100 percent of the work order amount. The bonds shall be issued by a corporate surety approved by the Owner and will be required for the faithful performance of the Contract on the forms provided by the Owner. Bonds shall name The City of Raton as obligee. Attorneys-in-fact who sign Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. {Procurement Code 13-1-28 NMSA 1978}

AUTHORIZATION TO DO BUSINESS

Prior to execution of the contract, the successful bidder(s) will be required to carry out all procedures required by anyone having jurisdiction over the site of work to gain authorization to do business in that jurisdiction. The successful bidder(s) shall obtain all necessary permits required to perform the work.

EXECUTION OF CONTRACT

The party to whom the Contract is awarded will be required to execute the Agreement and submit required Certificates of Insurance within fifteen calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement forms. In case of failure of the bidder to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten days of receipt of acceptable Certificates of Insurance and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may by written notice withdraw the bid. Withdrawal shall be effective upon receipt of the notice by the Owner.

INSPECTION OF PROJECT SITE

A pre-bid conference will not be conducted. The project site is located at various locations throughout the municipality of Raton, New Mexico. Bidders are responsible for thorough examination of all bid documents and factors that may affect the preparation of bids and subsequent construction of the project. Are advised that quantities listed in the Bid Proposal are estimated for the purpose of bid comparison and award, and actual quantities may vary based upon the needs and project funding of the Owner. Bidders may submit questions in writing no later than two days prior to the date of the bid opening to the Project Engineer for interpretation of project documents and details.

GROSS RECEIPTS TAX

The bid amount must exclude applicable state gross receipts tax, however, the Owner shall be required to pay the applicable state gross receipts tax on each request for payment as a separate item during the term of the contract.

Required Documents for Bid Submittal

- Bid Proposal Form Pages 1-4
- Campaign Contribution Disclosure Forms
Pages 1-2
- Executed Bid Bond

BID PROPOSAL FORM

For: **City of Raton Annual On-Call
Excavation and Drainage Maintenance Work**

Bid submitted to: **The City of Raton
Office of the City Clerk / Treasurer
Michael Anne Antonucci – Chief Procurement Officer
Post Office Box 910
220 Savage Avenue
Raton, New Mexico 87740**

Gentlemen:

The undersigned bidder, having examined the requirements of the project, documents relating to the project (including Invitation to Bid, Form of Bid Bond, Form of Contract, Form of Performance and Payment Bond or Bonds, and Addenda, if applicable) and conditions and characteristics of the work, and having familiarized himself/ themselves with project locations, hereby proposes to furnish all materials as specified, tools, equipment and to perform all labor, supervision and work necessary for the complete construction of the work described and in accordance with attached project documents, applicable specifications and codes and to contract for the unit prices itemized as follows:

Item No.	Description	Quantity	Units	Unit Bid Price	Amount Bid
1.	Backhoe Loader (any hp)	24	Hour	_____	_____
Description: _____					
2.	Dump Truck (GVW: 52k - 64k)	24	Hour	_____	_____
Description: _____					
3.	Skid Steer Loader (any hp)	24	Hour	_____	_____
Description: _____					
4.	Rock Filled Gabion Basket 6 ft. x 3 ft. x 3 ft. Galvanized, 8x10 mesh type Constructed in Place	10	Each	_____	_____

As further consideration for the award of the contract, the undersigned agrees to the following terms, conditions and acknowledgements:

- A. The City of Raton reserves the right reject any or all bids, to waive any informalities, or to accept any portion of the bid as is in the best interest of the City of Raton.
- B. To execute the standard form of contract and to furnish Certificates of Insurance within fifteen (15) days following receipt of notification of acceptance of this proposal, and failing to do so, to forfeit the accompanying bid bond to The City of Raton as liquidated damages, and the City of Raton may proceed to award the contract to others.
- C. To furnish Performance Bond and Payment Bond and to comply with Wage Rate Decision when applicable to certain tasks due to the estimated cost of task.
- D. To commence improvement and maintenance work in accordance with the approved schedule or at the call of the Owner or its authorized representatives.
- E. The Owner or its authorized representatives may adjust quantities of contract items as in the best interest of The City of Raton to meet project and budget requirements in accordance with Supplementary General Conditions and other applicable provisions of the Project Manual.
- F. The successful Bidder shall enter into a Contract with the Owner for the term consisting of a 12 month period. The Owner may, at their option, renew the Contract for one or two additional 12 month terms with no adjustment in Contract unit prices. The Contractor may, at his option, accept or decline the renewal term(s). Owner may also, for cause or for convenience, terminate the Contract within the provisions of the Standard General Conditions, the Supplementary General Conditions, and other applicable provisions of the Project Documents.

Bidder acknowledges receipt of the addenda: _____

The bid security in the sum of _____

Dollars (_____) in the form of _____, is submitted herewith in accordance with the specification.

Bid Respectfully Submitted:

Dated this _____ Day of _____, 20_____

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

N. M. Contractor's License
Number & Classification: _____

Contractor's Federal I.D. Number: _____

ATTEST: _____

Secretary

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor – James Neil Segotta
Mayor Pro Tem – Linde’ Schuster
Commissioner - Ronald Chavez
Commissioner – Donald Giacomo
Commissioner – Lori Chatterley
Municipal Judge – Roy Manfredi

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

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

Standard General Conditions

The General Conditions governing construction of this project shall be the following publication, as hereby incorporated by reference:

Engineers Joint Contract Documents Committee (EJCDC) C-700-2002, *Standard General Conditions of the Construction Contract*

Contractor shall be responsible for obtaining this publication at his cost and examining the governing General Conditions applicable to this project. Contractor may, at his option, examine the publication at the office of the Project Engineer, as listed in INSTRUCTIONS TO BIDDERS.

EJCDC publications may be obtained from:

National Society of Professional Engineers Alexandria, VA 703-684-2800
www.NSPE.org

American Council of Engineering Companies Washington, DC 202-347-7474
www.ACEC.org

American Society of Civil Engineers Reston, VA 703-295-6000
www.ASCE.org

Sample Contract

Agreement Between Owner and Contractor For Construction Services

This Agreement (AGREEMENT) is entered into between The **City of Raton** (OWNER) and _____ (CONTRACTOR).

1.0 Description of Project

CONTRACTOR shall complete all Work as specified or indicated in Contract Documents. The Work is generally described as follows:

On-call annual street and infrastructure maintenance and improvement work at various locations within the City of Raton. Work shall consist primarily of removal and replacement of concrete curb and gutter, sidewalk, concrete structures, utility trench patching, and other public works tasks as determined by the OWNER.

2.0 CONTRACTOR's Responsibilities

- 2.1 CONTRACTOR shall provide construction, demolition and related services for all projects ordered in accordance with the requirements of this Agreement and individual project specific contract Task Orders. All requirements will be procured through the issuance of contract Task Orders. Each contract Task Order will include a project specific Statement of Work.
- 2.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work. CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.
- 2.3 CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR. CONTRACTOR, its employees and sub-contractors, shall perform these services as Independent Contractors.
- 2.4 CONTRACTOR shall respond to requests by the OWNER in a timely manner. CONTRACTOR shall plan and coordinate project schedules with the OWNER to ensure the effective and timely performance of all services ordered under this contract.

3.0 OWNER's Responsibilities

- 3.1 During the term of the Agreement, on behalf of the OWNER, the City Manager or designated representative may direct the CONTRACTOR to perform work on a periodic basis. The OWNER shall direct quantities and extents of work performed as detailed in

Contract Documents or project design documents in conformance with project funding limitations and as deemed in the best interest of the OWNER.

- 3.2 OWNER shall issue individual contract Task Orders specifying the services required for various projects. The OWNER shall provide criteria and information as to the OWNER's requirements for the Project, including budgetary limitations, design objectives, performance requirements, project legislation or funding authorization.
- 3.3 The OWNER shall provide all engineering design, data, surveys, drawings, testing, photographs, investigations or assessments prepared by others applicable to the Project. The OWNER shall advise the CONTRACTOR of the identity and scope of services of any independent consultants employed by the OWNER to perform or furnish services in regard to the Project. Costs associated with other independent services shall be paid by the OWNER, unless specifically authorized by Task Order.
- 3.4 The OWNER shall give prompt notice to the CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the CONTRACTOR services, or any defect or nonconformance in the CONTRACTOR's services or in the work of CONTRACTOR.
- 3.5 The OWNER shall obtain all necessary easements, rights-of-way leases or shall ensure proper legal title to property on which the Project or any appurtenances are located.

4.0 Contract Price

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated as follows:
- 4.2 Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the OWNER as provided in the General Conditions.

5.0 Payment Procedures

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions on a monthly basis for units of work completed and accepted by the OWNER. No payment shall be made for stored materials.
- 5.2 OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in paragraphs below. All such payments will be

measured by the schedule of values established in paragraph 2.07.A of the General Conditions

5.3 No retainage shall be held by the OWNER.

5.4 OWNER shall pay no interest to CONTRACTOR for monies owed.

6.0 Term of Agreement

6.1 This Agreement shall be effective for a base period of one year commencing on April XX , 2019 and terminating on April XX, 2020.

6.2 Term of Agreement may be renewed for two optional renewal periods of one year each upon the mutual written agreement of the parties to the Agreement.

6.3 Scope of work or other terms of the Agreement may be revised by written change order and the mutual agreement of the parties to the Agreement.

6.4 The OWNER may undertake or award other contracts related to projects including, but not limited to, architectural, structural, mechanical, electrical construction, or environmental services. The CONTRACTOR shall cooperate fully with all such other contractors, OWNER's employees or officials involved.

6.5 Terms used in this Agreement will have the meanings indicated in the General Conditions.

7.0 Insurance

The CONTRACTOR shall procure and maintain coverages for the duration of the contract for not less than the following amounts or greater as required by law or regulations:

- a. Workmans Compensation: Statutory
- b. Employer's Liability \$ 500,000
- c. Comprehensive General Liability under Paragraphs 5.04.A.3 through 5.04.A.5 of the Standard General Conditions:
 - Bodily Injury – Each Occurrence \$1,000,000
 - Property Damage – Each Occurrence \$ 500,000
 - Combined Single Limit \$1,000,000
- d. Comprehensive Automobile Liability under Paragraph 5.04.A.6 of the Standard General Conditions:
 - Bodily Injury – Each Occurance \$1,000,000
 - Property Damage – Each Occurrence \$ 500,000
 - Combined Single Limit \$1,000,000

- e. Contractual Liability under Paragraph 5.04 of the Standard General Conditions:

Bodily Injury – Each Occurance	\$1,000,000
Property Damage – Each Occurrence	\$1,000,000

8.0 Termination

- 8.1 Each party to the Agreement shall have the right to terminate the Agreement for convenience or default. The terminating party may establish the effective date of termination upon 30 days written notice issued to the other party. Parties may remedy any unsatisfactory condition or negotiate a dispute resolution as mutually agreed prior to termination date. Repeated failure or excessive delays by the CONTRACTOR to provide qualified personnel, who meet the stated requirements, will be deemed sufficient reason for the OWNER to commence termination of this Agreement.

9.0 Indemnification

- 9.1 Each party to the Agreement shall indemnify and hold harmless the remaining party to the Agreement for any and all costs, damages, or losses resulting solely from the party's negligent acts, errors or omissions, or resulting from environmental or latent conditions. OWNER shall not be responsible for acts, errors or omissions of the CONTRACTOR or other party furnishing work, equipment or materials, or for failure of CONTRACTOR or other party furnishing work, equipment or materials to perform or comply with schedule requirements.

10.0 Extension of Services

- 10.1 Upon the mutual agreement of the parties to the Agreement, the terms of the Agreement and the authority to order professional services may be extended to other local public agencies by Task Order, as in the best interests of the parties. Other local public agencies may include, but shall not be limited to, public utility companies and Raton Public Schools.

AGREED

OWNER:

CONTRACTOR:

The City of Raton

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

Post Office Box 910

224 Savage Avenue

Raton, New Mexico 87740

Raton, New Mexico 87740

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where Applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: *Scott Berry*

Name: _____

Title: *City Manager*

Title: _____

Address: *224 Savage Avenue*

Address: _____

Post Office Box 910

Phone: *(575) 445-9551*

Phone: _____
