

PROJECT MANUAL

ARTHUR JOHNSON MEMORIAL LIBRARY RATON, NEW MEXICO

EXTERIOR PAINT



August 12, 2022

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NOTICE OF INVITATION TO BID

Sealed bids will be received from General Contractors by the City of Raton for a contract to paint portions of the exterior of the ARTHUR JOHNSON MEMORIAL LIBRARY located at 244 Cook Avenue in Raton, NM. 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 until September 7, 2022 at 2:00pm MDT. 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. Bids submitted by fax, email, text, or other electronic means will not be considered. 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.

Specifications in digital format are available at no cost from the architect. Addenda will be issued to parties that received full printed or digital plan sets from the architect. Submit questions or requests for bid documents to the office of the architect, Alpha Design, P.O. Box 241, Raton, NM 87740, phone 575-445-4235, email alphadesign@bacavalley.com.

PROJECT SUMMARY

Paint parts of the exterior of the building.
Related work as described in this manual and shown on the plans.

CONTRACTOR QUALIFICATIONS

The awarded prime contractor will be a general contractor licensed by the State of New Mexico. Bidding contractors will submit a copy of their license in the sealed envelope with the bid form.

BASIS OF AWARD

The contract will be awarded to the qualified bidder submitting the lowest base bid adjusted for the Contractor Preference described below. The Owner reserves the right to accept or reject any bid for any reason and to act in the best interest of the Owner.

SCHEDULE

After award the owner will notify the contractor to proceed. The Construction Time will begin the date identified in the Notice To Proceed. Construction Time will be 60 calendar days. The contractor will promptly order needed materials. If the contractor finds that necessary materials are not available when needed then the contractor will notify the owner to coordinate an extension to the construction time for no longer than necessary and for no additional payment.

Time extensions will also be allowed for delays caused by weather when poor weather conditions would affect the quality of the work. The contractor will keep an accurate log of weather delays including dates and what work was affected by the weather. No additional payments will be made to the contractor resulting from weather related delays.

Liquidated damages of \$100 per calendar day will be deducted from the payments to the Contractor for each calendar day that work is not substantially complete after the allowed 60 days specified above. Time extensions will be allowed for scheduled events at the facility when the contractor is asked to stop work. No additional or bonus payments will be made for early completion.

RESIDENT CONTRACTOR PREFERENCE

NATIVE AMERICAN RESIDENT CONTRACTOR PREFERENCE

RESIDENT VETERAN CONTRACTOR PREFERENCE, and

NATIVE AMERICAN RESIDENT VETERAN CONTRACTOR PREFERENCE

The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified NM Resident Contractor and NMSA 13-1-21/13-1-22 regarding certified Veterans Preference in this procurement.

Bidders must include a copy of their preference certificate with their bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

See <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. Preference percentages will be determined pursuant to the statutes as follows:

1. New Mexico Resident Contractor Preference
If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
2. New Mexico Native American Contractor Preference
If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
3. New Mexico Resident Veteran Business Preference
If the bidder has provided their Resident Veterans Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Veteran Contractor is 10% if the bidder's gross revenue is less than \$3M (prior year revenue).

An Agency shall not award a business both a resident contractor preference and a resident veterans preference.

BID BOND, LABOR AND MATERIAL PAYMENT BONDS

If the bid is in excess of twenty-five thousand dollars (\$25,000) then a 5% bid security will be required to be submitted with all bids. All bid security in the form of checks, except those of the two lowest bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check will be returned within fifteen (15) days following the award of the contract.

If the contract award is in excess of twenty-five thousand dollars (\$25,000) the contractor will be required to deliver upon execution of the contract the required performance and payment bonds in an amount equal to 100% of the total bid amount. The retained bid security of the successful bidder, if in the form of a check or cash, will be returned after satisfactory execution of the contract. If the contractor fails to deliver the required performance and payment bonds for a contract in excess of twenty-five (\$25,000) then the contractors bid shall be rejected and its bid security shall be enforced to the extent of actual damages. Bid securities in the form of bid bonds will be returned only upon the request of the unsuccessful bidder, but will be released by the Chief Procurement Officer after the notice of award is issued.

WAGE RATES and DEPT. OF WORKFORCE SOLUTIONS REGISTRATION

No State Wage Rate Decision has been issued for this project. None applies.

SITE INSPECTION

Bidders will inspect the project site and existing facility prior to submitting a bid and be familiar with the existing conditions. Failure of the bidder to fully inspect the project site will not be grounds for a change order whether or not the existing conditions are identified in the plans or this project manual.

CONTRACT

The form of agreement between the Contractor and the Owner will be AIA Document A105. A copy is available for viewing at the office of the architect.

INSURANCE

The Contractor will carry liability insurance, worker's compensation, and other insurance policies required by law. Coverage for each will be at least \$1 million aggregate. The awarded contractor will provide the County with a Certificate of Insurance issued by the insurance provider.

WARRANTY

The Contractor will provide a 1 year labor warranty.

PERMITS

No permit from NM Construction Industries Division is required for this project because the project involves only finishes and maintenance.

INVOICE AND PAYMENT

No down payments, deposits, or advanced payments will be made to the contractor. The Contractor can submit an invoice at approximately 30 day intervals for work completed and materials stored on site. Payments will be made within the following 30 calendar days.

USE OF SITE

The facility will remain in use and open to the public. There may be limitations to the dates and time of day that some of the work can be performed. Those schedules will be coordinated with the owner.

Power and water is available on site for construction use.

The toilet rooms on site are available for contractor use if kept clean of construction related debris.

Daily access will be coordinated with the owner. The owner will not be responsible for the contractor's items that are lost or stolen from the site.

WASTE

Contractor will keep debris from accumulating and will dispose of waste legally. Do not use public dumpsters to dispose of construction waste.

CLEAN-UP

Contractor will clean the project area at the completion of the project and correct any new damage caused by the work.

SUBMITTALS

Before purchasing materials the contractor is to submit material and product information to the architect for products where noted in this project manual and for any materials proposed for substitutions. Architect will review and comment.

Submittals will clearly indicate the product model or system proposed for use. Submit color charts when multiple colors are available for selection. Provide submittals on the following products:

Paint and Primer

Do not purchase products until the submittals have been submitted and the architect has reviewed and replied.

PAINT

Primer will be applied to all unpainted surfaces before applying paint.

Paint will be satin finish at stucco. Paint will be semi-gloss at doors, frames, and windows, and at metals such as posts. Pavement markings will be semi-gloss.

Primer and paint products will be the best quality products offered by Benjamin Moore, Clark and Kensington, or Sherwin Williams. Prepare surfaces as recommended by manufacturer including priming surfaces if recommended. Patch isolated stucco damage in preparation for paint.

Submit manufacturer literature to the architect for review and approval prior to purchasing.





BID FORM

ARTHUR JOHNSON MEMORIAL LIBRARY
EXTERIOR PAINTING and related work
RATON, NEW MEXICO

TO: Raton City Manager
224 Savage Ave.
Raton, NM 87740

FROM: _____

_____ business name and mailing address of bidder

The undersigned, (herein called "Bidder") in compliance with the Instructions to Bidders, having examined the Drawings and Specifications and related Documents as prepared by Alpha Design and having examined the sites of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this proposal is a part, except for gross receipts tax on the construction contract.

A. BID AMOUNT

Bidder agrees to furnish all labor, materials, equipment and services required to construct and complete the Work as described and required by the herein above stated Documents, in accordance therewith for the sum of:

_____ DOLLARS

spelled

\$

_____ same amount in numbers

The bid amount indicated does NOT includes NM gross receipts tax to be added to the contract.

B. ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following Addenda if any
:

ADDENDA NUMBER

ADDENDA DATE

C. SIGNATURE

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any formalities in the bidding.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Contract within ten (10) days and deliver the required Surety Bond or Bonds and Certificates of Insurance as required by the Contract Documents and post bid Submittals as required by the Instructions to Bidders.

The Bid Security attached, in the sum of at least five per cent of the bid amount, is to become the property of the Owner in the event the Contract, Bonds, and Insurance are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner.

DATE: _____

BY: _____
(Signature)

(Title)

(Business Address)

(Business Phone)

D. PROPOSED SUBCONTRACTOR LIST

New Mexico law requires that a list of all Subcontractors and Suppliers whose subcontract will be for a dollar amount total of \$5000 or more be supplied with the bid. It further requires that if costs or quotes are received for any portions(s) of the work for \$5000 or more per Subcontractor or Supplier, then the bid must include the name of the Subcontractor or Supplier to be used for those portion(s) of the work unless the work will be performed by the General Contractor. Include name, address, and phone number of Subcontracting companies to be used on this project.

If awarded the Contract the bidder proposes to use the following Subcontractor(s) and Supplier(s) when the total payment to each listed Subcontractor or Supplier is expected to exceed \$ 5,000. Write "none" if no subcontractors will perform any work.

Subcontractor, phone number, and license number	Description of Subcontracted Work
_____	_____
_____	_____
_____	_____

E. BID SUBMITTAL CHECK LIST

Submitted to the owner with the Bidder's sealed bid are:

- 1) This 3 page bid form.**
- 2) Campaign Contribution Disclosure Form (2 page form found in this project manual)**
- 3) Bid Bond (if bid is for over \$25,000)**
- 4) Copy of Bidder's New Mexico current active contractor's license**
- 5) Copy of Bidder's current registration with NM Dept. of Workforce Solutions (if the bid is for over \$60,000.)**
- 6) Copy of NM Resident Contractor, NM Native American Contractor, or NM Resident Veteran Contractor's Preference Certificates (if any of the three are applicable) issued to the contractor by NM Taxation and Revenue Dept.**

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 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 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 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 Officials(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)