

**Project Manual**  
**Contract Documents and Specifications**

**City of Raton**

**Street and Infrastructure Maintenance  
Work - Annual On-Call**

**FEBRUARY 2022**



**Contracting Agency**

**The City of Raton  
224 Savage Avenue  
Post Office Box 910  
Raton, New Mexico 87740**

## NOTICE OF INVITATION FOR BID

Competitive sealed bids will be received by the City of Raton, New Mexico for the City of Raton Street and Infrastructure Maintenance Contract. The project will consist primarily of removal and replacement of concrete curb and gutter, sidewalk, and related public works tasks. Work orders for construction tasks shall be issued by the Owner to the successful Contractor throughout a one-year period with annual renewal periods at the Owner's option. Construction tasks shall be scheduled at various locations throughout Raton.

Sealed bids shall be received until Wednesday, February 2, 2022 at 2:00 PM at the office of the Raton Chief Procurement Officer as follows:

The City of Raton  
224 Savage Avenue  
Post Office Box 910  
Raton, New Mexico 87740  
(575) 445-9551

Sealed bids received after this date and time will be returned unopened. All interested parties are invited to attend. Bids will be opened and publicly read aloud immediately after the specified closing time. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

Complete project documents are available for download on the City's website [www.ratonnm.gov](http://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](mailto:mantonucci@cityofraton.com).

Posted by: Michael Anne Antonucci  
City Clerk/Chief Procurement Officer  
January 20, 2022

## **INSTRUCTIONS TO BIDDERS**

**OWNER:** The City of Raton

**PROJECT:** City of Raton Street and Infrastructure 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 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).
- Bid Proposal Form and Itemized Bid Form, signed, sealed and attested.
- Bidder's List of Subcontractors
- Executed Campaign Contribution Disclosure Form
- Executed Addenda Form (if applicable)
- Executed Business Contractor Preference Form or Veteran Business Contractor with copy of preference certificate (if applicable)

Qualifying bids will be publicly opened and read at 2:00 P.M. on February 2, 2022 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).

### IB – 3

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.

## BID PROPOSAL FORM

For: **City of Raton**  
**Street and Infrastructure Maintenance Work**  
**Annual On-Call Contract**  
**February 2, 2022 – 2:00 P.M.**

Bid submitted to: **The City of Raton**  
**224 Savage Avenue**  
**Post Office Box 910**  
**Raton, New Mexico 87740**

Bidder is instructed to complete Base Bid Schedule, inclusive of all items.

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:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Bid Price</u>	<u>Amount Bid</u>
1.	Provide and Construct Concrete Curb and Gutter (6 Inch x 24 Inch) Bid Unit – Linear Foot	300	_____	_____
2.	Provide and Construct Concrete Curb and Gutter (8 Inch x 24 Inch) Bid Unit – Linear Foot	200	_____	_____
3.	Provide and Construct Four Inch Concrete Sidewalk Bid Unit – Square Yard	100	_____	_____
4.	Provide and Construct Six Inch Reinforced Concrete Drivepad & Valley Gutter Bid Unit – Square Yard	100	_____	_____



5.	Provide and Construct Structural Fill Material – Compacted In Place Bid Unit – Cubic Yard	100	_____	_____
6.	Removal and Disposal of Existing Concrete Curb and Gutter Bid Unit – Linear Foot	500	_____	_____
7.	Removal and Disposal of Concrete Sidewalk, Valley Gutter, and Drivepad Reinforced or Unreinforced Bid Unit – Square Yard	100	_____	_____

**Subtotal of Bid Items 1- 7**  
**Excluding New Mexico Gross Receipts Tax** \_\_\_\_\_

**New Mexico Gross Receipts Tax @ 8.5083%** \_\_\_\_\_

**Total Bid Amount –Bid Items 1-7 plus NMGRT** \_\_\_\_\_

Note – The Base Bid amount without New Mexico Gross Receipts Tax is the basis for award of the Bid.

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.
- G. The Contractor shall be considered an independent Contractor and not an employee of the City of Raton.
- H. The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding certified New Mexico Resident Contractor and NMSA 13-1-21/13-1-22 regarding Certified Veterans Preference in this procurement.
- I. The City of Raton states that the procurement is requested on behalf of itself and Raton Water Works, Raton Public Service Company and Raton Public Schools for accessibility by related local agencies.

Bidder acknowledges receipt of the addenda: \_\_\_\_\_

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

BPF 3

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: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

N. M. Contractor's License

Number & Classification: \_\_\_\_\_

Contractor's Federal I.D. Number: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary

## BIDDER'S LIST OF SUBCONTRACTORS

(Use other side & extra sheets if necessary)

Type of Work	Name and Address of Subcontractor	Subcontractor License No.	Percent of Contract Work

Date

Bidder's Signature

## 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 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) \_\_\_\_\_

## **NOTICE REGARDING CERTIFIED NM RESIDENT CONTRACTOR AND CERTIFIED VETERANS PREFERENCE IN THIS PROCUREMENT**

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:

<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 Contractor has provided their Preference Certificate the Preference Points for a New Mexico Resident Contractor is 5%
2. New Mexico Resident Veteran Business Preference  
10% for annual gross revenues up to \$3M (prior year revenue)

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

## RESIDENT BUSINESS/CONTRACTOR PREFERENCE FORM

For a resident business/contractor preference the State of New Mexico Taxation and Revenue Department certification of eligibility MUST be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Certification attached, the preference will not be applied. **PREFERENCE CERTIFICATION(S) WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

**(IMPORTANT: State of New Mexico Taxation and Revenue Department issued certification MUST be attached to this form to receive preference)**

Instruction for Resident Business/Contractor Preference: The resident business preference shall be applied to a request for bid or request for proposal for the purchases of goods and services, but only if no offers have been received in response to the solicitation from Offerors eligible for the local preference. (Resident Business Preference not applicable to request for quotes.) The resident contractor preference shall be applied to a request for bid or request for proposal for construction. To obtain the resident business/contractor preference, an Offeror must submit a copy of a valid preference certificate issued by the New Mexico Taxation and Revenue Department along with this completed and signed "Resident Business/Contractor Preference Certification" form.

The Offeror must submit the certificate: the number of the certificate is insufficient. Therefore, the Offeror shall upload the certificate each time an offer is submitted. (Resident business/contractor preference is not applicable for those projects which are federally funded.)

An Offeror **may not** receive both the resident business/contractor preference and the resident veteran business/contractor preference.

This preference will increase the Offeror's score for a request for proposals by five percent (5%) of the actual Ad Hoc Committee's score or for a request for bids reduce the bid by five percent (5%) for award purposes.

\_\_\_\_\_ (NAME OF BUSINESS) hereby certifies the following in regard to application of the resident business/contractor preference to this procurement:

Offeror has submitted a copy of a valid resident business/contractor certificate with its proposal to receive a resident business/contractor preference pursuant to Sections 13-1-21 or 13-4-2 NMSA 1978, allowing the five percent (5%) preference on this solicitation.

Offeror declares under penalty of perjury that the statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Resident Business/Contractor  
(Must be signature of authorized signatory for the business.)

\_\_\_\_\_  
Date



## RESIDENT VETERAN BUSINESS/CONTRACTOR PREFERENCE FORM (revised)

For a resident veteran business/contractor preference the State of New Mexico Taxation and Revenue Department certification of eligibility MUST be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Certification attached, the preference will not be applied. **PREFERENCE CERTIFICATION(S) WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

**(IMPORTANT: State of New Mexico Taxation and Revenue Department issued certification MUST be attached to this form to receive preference)**

Instructions for Resident Veteran Business/Contractor Preference: The preference shall be applied to a request for bid or request for proposal for the purchases of goods and services or construction. (Resident Veteran Preference not applicable to request for quotes.) To obtain the resident veteran business/contractor preference, an Offeror must submit a copy of a valid resident veteran business/contractor certificate issued by the New Mexico Taxation and Revenue Department along with this completed and signed "Resident Veteran Business/Contractor Preference Certification" form.

The Offeror must submit the certificate: the number of the certificate is insufficient. Therefore, the Offeror shall upload the certificate each time an offer is submitted. (Resident veteran business/contractor preference is not applicable for those projects which are federally funded.)

An Offeror **may not** receive both the resident business/contractor preference and the resident veteran business/contractor preference.

\_\_\_\_\_ (NAME OF BUSINESS) hereby certifies the following in regard to application of the resident business/contractor preference to this procurement:

Please check one box only:

☐ I declare under penalty of perjury that my business prior year annual gross revenue starting January 1 ending December 31 is less than three million dollars (\$3,000,000) allowing me the ten percent (10%) preference on this solicitation.

"In conjunction this with procurement and the requirements of this business' application for a resident veteran business/contractor preference under Sections 13-1-21/13-1-22 or 13-4-2 NMSA 1978, when awarded a contract which was on the basis of having such veteran 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."

Offeror declares under penalty of perjury that the statement is true to the best of its knowledge and understands that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
Resident Veteran Business/Contractor  
(Must be signature of authorized signatory for the business.)

\_\_\_\_\_  
Date

## 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:

Description *(Project Name— Include Location):*

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

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

**BIDDER**

**SURETY**

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

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 that 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.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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 the 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-700-2013,  
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](http://www.NSPE.org)

American Council of Engineering Companies Washington, DC 202-347-7474  
[www.ACEC.org](http://www.ACEC.org)

American Society of Civil Engineers Reston, VA 703-295-6000  
[www.ASCE.org](http://www.ASCE.org)

## Supplementary General Conditions

If any discrepancy or conflict exists between the Supplementary General Conditions and the Standard General Conditions of the Construction Contract or other Project Documents, the provisions of the Supplementary General Conditions shall govern and shall supersede conflicting provisions.

### 1. Project Owner:

The Project Owner is the City of Raton, whose address is 224 Savage Avenue, Post Office Box 910, Raton, New Mexico 87740.

### 2. Insurance

A. The Contractor shall maintain coverages for not less than the following amounts or greater as required by law or regulations:

- |   |                       |
|---|-----------------------|
| a. Workman's 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 Occurrence   |                       |
| \$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 Occurrence   |                       |
| \$1,000,000   |                       |
| Property Damage – Each Occurrence   |                       |
| \$1,000,000   |                       |

B. Delete Section 5.06 of the Standard General Conditions in its entirety.

## **TECHNICAL SPECIFICATIONS**

**GENERAL** – All work shall be performed in accordance with Project Drawings, Specifications, and Contract Documents. Work not covered by Project Drawings Specifications and Contract Documents shall be performed in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, (Current Edition, including Addenda, Special Provisions, and Supplemental Documents; hereinafter called NMDOT Specifications). Work not covered by Project Drawings, Contract Documents, or NMDOT Specifications shall be performed in accordance with New Mexico Standard Specifications for Public Works Construction, 1987 edition, published by the American Public Works Association (hereinafter called APWA Specifications)

Where differences, conflicts, or discrepancies occur between Project Drawings, Specifications, and Contract Documents, NMSA Standard Specifications and APWA Specifications; the Project Specific Drawings, Specifications and Contract Documents shall take precedence and apply to work. Quantities are given only as a guide to contractor; contractor must satisfy and inform himself of required quantities by field verification before submitting bid. Owner reserves the right to make alterations in the work as may be necessary to complete the work as originally intended.

The Contractor shall supply all labor, equipment, tools, supervision, materials, parts and appurtenances, whether or not specifically required or detailed by Project Drawings, Specifications, or Contract Documents, to complete a fully functional project. Where applicable, material manufacturer's recommendations or specifications shall be submitted by the Contractor to the Owner's Project Representative and shall receive written approval for incorporation into the work. If approved, manufacturer's recommendations or specifications shall be fully complied with. The Contractor is required to supply qualified and competent labor and supervision capable of completing the requiring work in a timely manner and the necessary equipment in safe and good working condition suitable for the required work.

**UTILITIES** – The Contractor shall coordinate the work with any affected public or private utility owner with facilities, structures, lines, wires, pipes or other fixtures and appurtenances in the project area. The Contractor shall reasonably protect existing utilities, request locations and spots of utilities in a timely manner prior to excavation or disturbance, and shall cooperate with utility owners if relocation or adjustment is necessary. The Contractor shall provide construction water, electric power, disposal of waste and debris, and other utilities as necessary, with no additional payment made by Owner. Contractor shall pay all applicable fees and costs associated with such utility usage.

**INCIDENTAL WORK** – Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental, and shall be provided by the Contractor with no additional payment made by the Owner, unless otherwise provided.

**MOBILIZATION** – Mobilization of equipment, labor or materials shall be incidental to the work and shall be provided by the Contractor with no additional payment made by the Owner.

**CONSTRUCTION SEQUENCING, SAFETY AND TRAFFIC CONTROL** - Safety and traffic control shall conform to OSHA and the Manual on Uniform Traffic Control Devices respectively and to be the sole responsibility of the contractor and no direct payment will be made. The Contractor shall ensure reasonable access to residents. Construction and/ or demolition activities shall be scheduled so as to minimize disturbance and disruption to area residents and traffic. Street closures and water shutoffs resulting in limitation of service to residences shall be limited to a maximum 8-hour period. In no case shall limitations of access or water service continue overnight. The Contractor is responsible to provide adequate notification to all affected persons prior to street closure or water service disruption. Plans for traffic control and sequencing of construction must be approved by the Owner's Project Representative prior to commencement of the work. Safety, Traffic Control and Mobilization are incidental and no direct payment will be made.

**DUST CONTROL** - Contractor is responsible for job site dust control. Dust must be controlled at all times as directed by the Owner's Project Representative.

**PONDING OF SURFACE WATER** – Ponding of surface water will not be permitted at any time during construction.

**SPECIFICATION FOR PORTLAND CEMENT CONCRETE** – Portland cement concrete shall conform to the requirements of Section 510, NMDOT Standard Specifications for Class A Concrete (unless otherwise specified). A mix design previously prepared, submitted to and approved by the New Mexico State Highway Department in accordance with Section 510 shall be utilized for all concrete placed on the project. Full documentation of the approved mix design submittal shall be filed with the Owner's Project Representative. White pigmented curing compound shall be used on all new concrete. Curing should be started as soon as possible and be continuous to avoid early drying.

Concrete finishing shall be completed according to ACI 308, unless otherwise herein noted. All forms shall be inspected and approved by the Owner's Project Representative prior to concrete placement. Concrete shall be properly cured and protected from temperature extremes in accordance with ACI Specifications 305 and 306. **The application of water to the surface of fresh concrete for aid of finishing or any other purpose shall be strictly prohibited.** The application of water shall be the basis of rejection by the Owner, resulting in removal and replacement of the affected concrete. Spray-applied finishing aids may be used to improve workability with the written approval of the Project Engineer.

**SPECIFICATION FOR COMPACTED SUBGRADE MATERIAL** - Subgrade shall be graded and compacted to 95% of Modified Proctor, ASTM D 1557 , and at a moisture content no less than optimum/ + 3.00%. Non-expansive fill material shall be supplied as necessary. The Contractor shall be responsible for protection of the exposed subgrade from flooding, precipitation, or other conditions requiring the diligence of the Contractor, and shall repair and maintain subgrade at the Contractor's expense incidental to the applicable contract item. Following approval, subgrade shall be processed, scarified, watered and compacted in compliance with the requirements of Section 207, NMDOT Standard Specifications. Pumping or yielding subgrade shall not be accepted, and shall be removed to appropriate depth. Overexcavated subgrade material shall be brought within moisture requirements and replaced in compacted lifts not to exceed six inches of loose material. All compaction shall be accomplished with approved compaction equipment recommended for the application by the manufacturer. Compaction by non-

uniform or unapproved methods, such as wheel rolling, shall not be permitted. Contractor shall provide proof-rolling upon request of the Project Engineer or Owner. Backfill and regrading of areas outside of the street section shall be completed with no additional payment made.

**AUTHORIZATION BY WORK ORDER** – The Owner shall issue Work Order(s) for Work Tasks. Work Order may include work at multiple sites, but shall consist of a minimum concrete volume of four (4) cubic yards at a single site at contract unit prices. Contractor has thirty (30) calendar days from the date of issue of task order to mobilize to project site and begin work. Liquidated damages at a rate of one hundred dollars (\$100) per calendar day will be levied against the contractor for each day that expires after this period.

Bidders shall be advised that if a task order is issued that requires contractor to supply performance and payment bonds the owner shall compensate the contractor for the invoiced amount of said bonds

Bidders shall be advised that all concrete shall be delivered and placed via the chute from the concrete truck. Bidder's unit prices shall reflect this method of placement. In the event that tasks require the concrete be pumped into formwork the owner shall compensate the contractor for the invoiced amount of pumping charges. The project engineer shall determine if pumping is required and this determination shall be final.

**ITEM 1: PROVIDE AND CONSTRUCT 6 INCH X 24 INCH CONCRETE CURB AND GUTTER** – Contractor shall provide and construct new 6 inch x 24 inch concrete curb and gutter at designated locations in accordance with Project Drawings and Details. The work shall be completed in accordance with the requirements of Section 609, NMDOT Standard Specifications (and other related or appurtenant sections). Designated locations may consist of existing street sections where existing curb and gutter has been removed, or previously unimproved road sections. Work under this item shall include excavation up to 12 inches, grading, subgrade preparation and compaction, and backfill.

Curb and gutter shall be placed to match final pavement surface, to approximately match existing driveway elevations and to facilitate storm water drainage in the street section. The curb and gutter and designated curb cuts shall be graded so as to prevent storm water from being diverted from the street section into home sites. Curb cuts shall be provided at designated locations and shall be gradually ramped with backfilled material or concrete drivepad to prevent diversion of storm water. Construction joints shall be formed at 10-foot intervals. Contractor shall provide steel curb and gutter forms, or other forming method approved by Owner. New sections may include straight or curved sections of new curb and gutter.

Item 1 will be measured and paid based on the contract unit price per linear foot of new concrete curb and gutter constructed.

**ITEM 2: PROVIDE AND CONSTRUCT 8 INCH X 24 INCH OF CONCRETE CURB AND GUTTER** – Contractor shall provide and construct new 8 inch x 24 inch concrete curb and gutter at designated locations in accordance with Project Drawings and Details. The work shall be completed in accordance with the requirements of Section 609, NMDOT Standard Specifications (and other related or appurtenant sections). Designated locations may consist of existing street sections where existing curb and



gutter has been removed, or previously unimproved road sections. Work under this item shall include excavation up to 12 inches, grading, subgrade preparation and compaction, and backfill.

Curb and gutter shall be placed to match final pavement surface, to approximately match existing driveway elevations and to facilitate storm water drainage in the street section. The curb and gutter and designated curb cuts shall be graded so as to prevent storm water from being diverted from the street section into home sites. Curb cuts shall be provided at designated locations and shall be gradually ramped with backfilled material or concrete drivepad to prevent diversion of storm water. Construction joints shall be formed at 10-foot intervals. Contractor shall provide steel curb and gutter forms, or other forming method approved by Owner. New sections may include straight or curved sections of new curb and gutter.

Item 2 will be measured and paid based on the contract unit price per linear foot of new concrete curb and gutter constructed.

**ITEM 3: PROVIDE AND CONSTRUCT 4 INCH CONCRETE SIDEWALK** - Shall be constructed in accordance with the requirements of Section 608, NMDOT Standard Specifications. Width of sidewalk shall vary. Sidewalk shall be bedded on compacted subgrade, an expansion joint 1/2 inch wide shall be provided every 100 feet for the full thickness of the sidewalk. The expansion joints shall be pre-molded bituminous strips. Where concrete sidewalks surround posts, fire hydrants, gratings, castings, and other similar objects, the concrete immediately adjacent to such objects shall be separated from the remaining concrete by means of joints extending through the full depth of the sidewalk. In general, these joints shall be placed about six inches from the objects and arranged in the form of squares or rectangles or as directed by the engineer. Expansion joints shall be sealed per NMDOT specs. Work under this item shall be paid for at the contract unit price per square yard of four-inch concrete sidewalk. Wheelchair accessible ramp shall be paid for at the contract unit price per square yard of four-inch concrete sidewalk. Markings for wheelchair accessible ramps shall be provided by others. Work under this item shall include all associated subgrade preparation, grading, and excavation within twelve inches of existing grade, compaction and backfilling.

Item 3 will be measured and paid based on the contract unit price per square yard of four-inch concrete sidewalk constructed.

**ITEM 4: PROVIDE AND CONSTRUCT 6 INCH CONCRETE DRIVEPAD AND VALLEY GUTTER** – Shall be constructed in accordance with the requirements of Section 608, NMDOT Standard Specifications. Drivepad and valley gutter shall be reinforced in accordance with detail drawings and shall be bedded on compacted subgrade. Work under this item shall include all associated subgrade preparation, grading, excavation within twelve inches of existing grade, compaction and backfilling.

Item 4 will be measured and paid based on the contract unit price per square yard of six inch concrete drivepad and valley gutter constructed.

**ITEM 5: STRUCTURAL FILL MATERIAL** – Areas requiring structural fill as determined by the Project Engineer shall be filled to grade using aggregate sub-base material. Work under this item shall include material provision, placement, grading and compaction. Material shall be placed and compacted in continuous layers not exceeding

6 inches loose depth, compacted to 95 percent of maximum density in accordance with ANSI/ASTM 01557 Modified Proctor. Moisture content shall be maintained uniformly with +/- 2% of Optimum Moisture. Material shall be placed and graded in a homogenous, uniform, non-segregated condition prior to compacting. Compaction equipment shall be specifically designed for uniform compaction of this type of material.

Sub base material shall conform to the following gradation requirements:

Sieve Size	Percent Passing
2"	100
No. 4	25-70
No. 200	0-12

Plasticity Index – 12 or less as determined by ASTM D 4318.

Item 5 will be measured and paid based on the contract unit price per compacted cubic yard of structural fill material placed. This item may be used to bring utility trenches, potholes or small street sections to final grade prior to placement of surface treatments including asphalt or concrete.

**ITEM 6: REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB AND GUTTER**

– Work under this item shall include removal, loading, hauling and stockpiling of curb and gutter designated for removal. The Owner shall provide a site for disposal of removed material, located at the City of Raton disposal site located on Armstrong Lane. Existing concrete curb and gutter shall be removed at designated locations by breaking, excavating, hauling and disposal and shall be performed so as to protect adjacent structures.

Item 6 will be measured and paid based on the contract unit price per linear foot of existing concrete curb and gutter removed and disposed.

**ITEM 7: REMOVAL AND DISPOSAL OF CONCRETE SIDEWALK, VALLEY GUTTER AND DRIVEPAD**

– Work under this item shall include removal, loading, hauling and stockpiling of concrete sidewalk, valley gutter and drivepad designated for removal. Concrete may be unreinforced or may have steel reinforcement. The Owner shall provide a site for disposal of removed material, located at the City of Raton disposal site located on Armstrong Lane. Existing concrete sidewalk, valley gutter and drivepad shall be removed at designated locations by breaking, excavating, hauling and disposal and shall be performed so as to protect adjacent structures.

Item 7 will be measured and paid based on the contract unit price per square yard of existing concrete sidewalk, valley gutter and drivepad removed and disposed.