

**Request for Sealed Bids
For Installation and Construction of**

City of Raton
**Asphalt Millings Stockpile
Crushing Project**

Project No. COR00021-03

May 18, 2021



Contracting Agency

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

Invitation to Submit Sealed Bid

The City of Raton
Asphalt Millings Stockpile Crushing Project

Project No. COR00021-03

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton for the 2021 Asphalt Millings Stockpile Crushing Project - No. COR00021-03. The work shall generally consist of processing, grading, crushing and screening a designated volume of asphalt pavement millings from an existing stockpile. The stockpile is located at the City of Raton storage yard on East Hereford Avenue.

Finished crushed and asphalt millings shall be processed to maximum aggregate size of one-half inch as detailed in the Project Documents and Specifications.

Sealed bids shall be received until Tuesday, May 18, 2021 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. Complete project 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.

Posted by: Michael Anne Antonucci
City Clerk/Chief Procurement Officer
April 19, 2021

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS AND TERMS

Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary and other Conditions) have the meanings assigned in those documents.

- 1.1 Addendum: A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
- 1.2 Alternate Bid: Amount stated in the Bid as the sum to be added to or deducted from the amount of the Base Bid, if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
- 1.3 Base Bid: Amount stated in the Bid as the sum for which the Bidder offers to perform the Work, excluding Alternate Bids and applicable taxes.
- 1.4 Bid: The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed in conformance with the Bidding Documents.
- 1.5 Bid Lot: A major item of Work for which a separate quotation or bid is requested.
- 1.6 Bidder: One who submits a Bid directly to the Owner, as distinct from a subcontractor, who submits a bid to a contractor.
- 1.7 Bidding Documents: The Bidding Requirements and the Contract Documents, including drawings.
- 1.8 Bidding Requirements: Notice of Invitation for Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
- 1.9 Engineer: means the person named in the Contract Documents appointed by the Owner to act as the Engineer for the purpose of Contract or any replacement appointed by the Owner.
- 1.10 Invitation for Bid (IFB): All documents, including those attached or incorporated by reference, utilized for soliciting sealed bids (§13-1-64 NMSA 1978).
- 1.11 Owner: The Owner shall be The City of Raton, New Mexico, whose address is 224 Savage Avenue/ Post Office Box 910, Raton, New Mexico 87740
- 1.12 Responsible Bidder: A Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Invitation for Bid (§13-1-82 NMSA 1978).
- 1.13 Responsive Bid: A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid (§13-1-84 NMSA 1978).
- 1.14 Successful Bidder: The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the Contractor until an agreement is signed with the Owner.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 2.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work, and (d) study and carefully correlate the Bidder's observations with the Bidding Documents.
- 2.2 On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Bidding Documents.
- 2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

- 3.1.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation for Bid may be obtained from the Engineer (unless another issuing office is designated in the IFB). Bidding Documents may also be reviewed at the Plan Rooms designated in the Invitation for Bid. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within 10 calendar days after opening of Bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner and the Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATIONS

- 3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2.2 Bidders and Subcontractors shall promptly notify the Engineer of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor, if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the "effective date of the Contract". The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in the Contract Documents.

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Engineer to have received a complete set of Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 3 days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation for Bids, or one which includes postponement of the date for receipt of Bids.
- 3.4.4 Each Bidder shall ascertain, prior to submitting the Bid, that the Bidder has received all Addenda issued, and shall acknowledge their receipt on the Bid Form.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- 4.1.2 All Blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.
- 4.1.5 All requested Additive or Deductive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change" unless otherwise specified. Additionally, the Bidder may submit a lump sum or unit price for all lots for which the Bidder has submitted separate quotations.
- 4.1.6 Where there are two or more major items of Work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum or unit price for all lots for which the Bidder has submitted separate quotations.
- 4.1.7 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current Contractor's license number and type. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- 4.1.8 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.2 [NOT USED]

4.3 **PREBID CONFERENCE**

- 4.3.1 No Pre-Bid Conference is scheduled. Individual bidders may schedule an independent site visit or obtain additional information regarding the project by contacting the Raton City Manager at (575) 445-9551.
- 4.3.2 Prospective Bidders, Subcontractors, and Vendors are encouraged to request clarification of the Bidding Documents. The failure of a Bidder, Subcontractor, or Vendor to request clarification shall be interpreted to mean that the Bidding Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.
- 4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 [NOT USED]

4.5 [NOT USED]

4.6 **SUBMISSION OF BIDS**

- 4.6.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder. The following shall be submitted with and included as part of the bid forms provided or as otherwise described herein:

- Itemized Bid Proposal Form - Signed, sealed and attested.
 - Executed Campaign Contribution Disclosure Form
 - Executed Addenda Form (If Applicable)

- 4.6.2 The envelope shall be addressed to the: **CITY MANAGER**, City of Raton as addressed on the Bid Form. The following information shall be provided on the front lower left corner of the Bid envelope:

- 2021 ASPHALT MILLINGS STOCKPILE CRUSHING PROJECT**
 - NO. COR00021-03**
 - MAY 18, 2021**

The sealed envelope shall have the notation "SEALED BIDS ENCLOSED" on the face thereof.

- 4.6.3 Bids received after the date and time for receipt of Bids will be returned unopened.
- 4.6.4 The Bidder shall assume full responsibility for timely delivery of Bids at the Purchasing Agent's office, including those Bids submitted by mail. Hand-delivered Bids shall be submitted to the Purchasing Agent or his designee and will be clocked in at the time received, which must be prior to the time specified. Bids will then be held for public opening.
- 4.6.5 Oral, electronic, telephonic, or telegraphic bids are invalid and will not receive consideration.

4.7 **CORRECTION OR WITHDRAWAL OF BIDS**

- 4.7.1 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Invitation for Bid as the place where Bids are to be received.

4.7.2 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 13-1-146 NMSA 1978.

4.7.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids. After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid nonresponsive may be permitted to withdraw his Bid if: (A) The mistake is clearly evident on the face of the Bid Document; or (B) The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid Security will not be forfeited (§13-1-106 NMSA 1978).

4.8 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.8.1 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the Conditions of the Construction Contract (General, Supplementary, and other Conditions) dealing with federal, state and local requirements which are a part of these Bidding and Contract Documents.

4.8.2 Laws and Regulations: The Bidder's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout, and will be deemed to be included in the Contract the same as though herein written out in full.

4.9 REJECTION OR CANCELLATION OF BIDS

4.9.1 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file (§13-1-131 NMSA 1978). Bid security for rejected Bids shall be returned to the Bidder.

4.10 PROTESTS

4.10.1 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner' and the Administrator/Clerk in accordance with the requirements of the Owner's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

4.10.2 In the event of a timely protest under paragraph 4.10.1, the Owner shall not proceed further with the procurement unless the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (§13-1-173 NMSA 1978).

4.10.3 The Owner or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder, Offeror, or Contractor concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

4.10.4 The Owner or his designee shall promptly issue a determination relating to the protest. The determination shall: (A) State the reasons for the action taken; and (B). Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

4.10.5 A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other bidders or offerors involved in the procurement (§13-1-176 NMSA 1978).

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING AND RECORDING

- 5.1.1 Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bid(s) and Alternate Bids or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (§13-1-107 NMSA 1978).

5.2 BID EVALUATION AND AWARD

- 5.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder, which do not alter the price, quality, or quantity of the construction Bid (§13-1-132 NMSA 1978).
- 5.2.2 It is the intent of the Owner to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (§13-1-133 NMSA 1978). See paragraph 6.5 as to Post-Bid Information that may be required of a Bidder as to qualifications.
- 5.2.3 If the Base Bid is within the amount of funds available to finance the construction contract, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund Alternate Bids, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates). If the award is based on alternates, the Owner shall accept them in the numerical order in which they are listed in the Bid Form, as produces a net amount which is within the available funds.
- 5.2.4 If the lowest responsible Bid has otherwise qualified, and if there is no change in the original terms and conditions, the lowest bidder may negotiate with the Owner for a lower total bid in order to avoid rejection of all bids for the reason that the lowest bid was up to 10% higher than budgeted project funds. Such negotiation shall not be allowed if the lowest bid was more than 10% over budgeted project funds (§13-1-105 NMSA 1978).
- 5.2.5 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the correct multiplication sum between the unit of Work and the unit prices.
- 5.2.6 Conditional Bids or Bids with additional terms will not be accepted.
- 5.2.7 Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts taxes or applicable local option tax but that the Owner shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipt tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract (§13-1-108 NMSA 1978).

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the Bid and related documents by the Owner with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

5.4 IDENTICAL BIDS

- 5.4.1 When two or more of the Bids submitted are identical in price and are the low bid, the Purchasing Agent or the Owner may: (A) Award pursuant to the multiple source award provisions of §13-1-

153 and §13-1-154 NMSA 1978; (B) Award by lottery to one of the identical low Bidders; (C) Reject all Bids and re-solicit Bids for the required construction (§13-1-110 NMSA 1978).

Note: Identical Bids for Resident Contractors or Resident Manufacturers are not allowed under federal funding regulations.

5.5 CANCELLATION OF AWARD

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without liability against the Owner.

6.0 POST-BID INFORMATION

6.1 [NOT USED]

6.2 [NOT USED]

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract and Certificate of Insurance, within fifteen (15) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within thirty (30) days following receipt from the Bidder of the signed Contract, with Certificates, the Bidder shall have the right to withdraw his bid without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within fifteen (15) calendar days after the date of the Notice of Award shall be "**just cause**" for the cancellation of the award and the forfeiture of the bid security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the construction described in the Bidding Documents (§13-1-82 NMSA 1978).

BID PROPOSAL FORM

REQUEST FOR SEALED BID

Sealed Bid Submittal is Due No Later Than 2:00 pm Tuesday May 18, 2021

Project: 2021 Asphalt Millings Stockpile Crushing Project
No. COR00021-03
Located at East Hereford Avenue Raton Storage Yard
Raton, New Mexico

**Sealed Bid
submitted to:** The City of Raton
224 Savage Avenue
Post Office Box 910
Raton Municipal Building
Raton, New Mexico 87740
(575) 445-9551

Proposing Firm shall provide firm price bid for the provision and functional installation of specified electrical vehicle charging equipment, installation of equipment and functional system start-up.

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Request for sealed Bids for the **2021 Asphalt Millings Stockpile Crushing Project**, having examined available project documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of equipment, labor, materials and supplies, hereby proposes to furnish all equipment, labor, materials and supplies, and to construct the project in accordance with the contract documents at the firm price stated below. These prices are to cover all expenses incurred in performing the work required under the project documents, of which this proposal is a part. The Contractor will be paid on a fixed price basis.

Bidder is instructed to complete Proposed Price Schedule, inclusive of all items.

Submitted to the City of Raton:

The undersigned proposing firm, having examined the requirements of the project, and conditions and characteristics of the work, and having familiarized himself/ themselves with project locations, hereby proposes to furnish all materials, tools, equipment and to perform the work described for the unit prices itemized as follows:

Firm Sealed Bid to Perform All Work as Specified:

No. (a)	Description (b)	Units (c)	Est. Quantity (d)	Unit Price Bid (e)	Amount (d x e)
1.	Mobilization for Portable Crushing/ Screening Plant	Mile	1	_____	_____
2.	Crushing, screening, processing, stockpiling asphalt millings provided by Owner; one-half inch maximum aggregate size	Cubic Yard	4000	_____	_____
Subtotal of Fixed Base Bid, Excluding New Mexico Gross Receipts Tax					_____
New Mexico Gross Receipts Tax @ 8.5083% Of Subtotal Above (NMGRT)					_____
Total Bid Amount – Fixed Base Bid plus NMGRT					_____

Note – The basis for award of the Construction Contract shall be the lowest responsive Base Bid Amount without New Mexico Gross Receipts Tax.

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

1. The terms and request attached represent the minimum general size, capacity and performance characteristics desired in the improvements to be provided and installed. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every Bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.
2. The basis for award of the work shall be the lowest responsive bid amount without New Mexico Gross Receipts Tax.

3. An award may be made to the lowest Responsible Qualified Bidder on the basis of the Owner's evaluation. A Successful Bidder does not become the Contractor until an agreement is signed with the Owner.
4. The City of Raton reserves the right to reject any or all bids/ proposals if such action is in the best interest of the City of Raton, or otherwise modify the proposed work as necessary to complete the project as required or to meet budget restrictions.
5. The City of Raton shall have the right to waive technical irregularities in the form of the Bid/ Proposal of the low Bidder, which do not alter the price, quality, or quantity of the Price Bid.
6. The City of Raton reserves the right to increase or decrease any or all quantities as in the best interest of the City of Raton.
7. To execute the standard form of contract and to furnish Performance Bond in the amount of One Hundred Percent (100%) of the total bid amount (§13-4-18 NMSA 1978), Payment Bond in the amount of One Hundred Percent (100%) of the total bid amount (§13-4-18 NMSA 1978), and 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.
8. To commence work within 60 calendar days following execution of the contract, or such additional time as may be allowed in writing by The City of Raton, and to complete the contract as awarded within 60 calendar days.
9. The Contractor shall be considered an independent Contractor and not an employee of the City of Raton.
10. The Bidder has examined the project documents, details, bid quantities, terms and conditions of the proposed Agreement and is satisfied to conditions, regulations and requirements that may affect cost, progress and performance of the procurement. The Bidder does not consider additional examination, investigation or data necessary for performance of the procurement at contract unit prices, in accordance with terms and conditions of the Contract Documents, and within stated contract times. Bidder agrees that Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions and requirements for performance and furnishing of the procurement.
11. In accordance with §13-4-13.1 NMSA 1978, the contractor or subcontractor(s) for a public works project that is subject to the Public Works Minimum Wage Act [§13-4-10 NMSA 1978], serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the Labor Department in order to submit a bid valued at more than fifty thousand dollars (\$50,000). Sealed bids received that are not compliant with this provision shall be subject to rejection by the Owner.
12. The City of Raton shall consider and apply provisions of §13-4-2 NMSA 1978 regarding Certified New Mexico Resident Contractor and §13-1-21 & §13-1-22 NMSA 1978 regarding Certified Veterans Preference in this procurement.

Respectfully Submitted:

Firm Name: _____

By (Signature): _____

Print Name: _____

Title: _____

Business Address: _____

Business Telephone: _____

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

New Mexico Department of Labor
Labor Enforcement Registration Number _____

New Mexico Resident Contractor
Certification Number
(If Applicable; NMSA 13-4-2)

New Mexico Veterans Preference
Certification Number
(If Applicable; NMSA 13-1-21/ 13-1-22)

Contractor's Federal I.D. Number:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal,

and _____ as Surety, are

hereby held and firmly bound unto _____

as Owner in the penal sum of _____ for which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

SIGNED, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,

For (Project) _____

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond (Bid Security) for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

(seal) Principal: _____ (L.S.)

Surety: _____

By: _____

Certificate As To Corporate Principal

I, _____, certify that I am the _____
_____, Secretary of the Corporation named as Principal in this bond, that
_____ who signed the bond on behalf of the Principal was
then _____ of said corporation; that I know his/her signature, and his/her
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said
corporation by authority of this governing body.

(corporate seal)

Title: _____

Bid Security Review Form

1. **Review and Approval:** This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (latest edition) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Yes **No** (If No, report to Funding Agency immediately!)

1. I, as Owner's Representative, have verified with (Name of Contact) _____ of the State Corporation Commission, Insurance Division at 827-4645 that the Surety Company listed on the Bid Bond is licensed/authorized to do business in the State of New Mexico in accordance with §13-1-46 and §13-4-18 NMSA 1978. If source of verification is other than the State Corporation Commission, Insurance Division, identify the source document below and publication date.

_____ Date: _____
(Name of Source Document)

_____ Date: _____
(Signature of Owner's Representative)

AGENT'S AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

_____ being first duly sworn
deposes and says:

That he/she is the duly appointed agent for _____

_____ and licensed or authorized to do business in the State of New Mexico .

Deponent further states that a certain bond given to indemnify the Owner in connection

with the construction of _____

dated the _____ day of _____, 20_____, executed by _____

_____ contractor, as principal and as Surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

_____ Agent

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires: _____

Agent's Address _____

Telephone Number (_____) _____

• Power of Attorney for person signing for surety company must be attached to bond •

NOTICE TO CONTRACTORS

SUBCONTRACTORS FAIR PRACTICES ACT COMPLIANCE

This Project is subject to the Provisions of the Subcontractors Fair Practices Act, Chapter 18, laws of 1988, NMSA 1978, Sections 13-4-31 through 13-4-43, ("the Act").

THE LISTING THRESHOLD IS \$5,000.00. The following categories of work on this project are subject to the provisions of the Act: Any project task in excess of \$5,000.00 At the time the bid is submitted to the Owner, the Contractor shall list, on the following page LIST OF SUBCONTRACTORS, one subcontractor for each category of work as specified in the preceding paragraph, that exceeds the listing threshold, using additional sheets as necessary. The listing shall include each subcontractor's name and business location. Only one subcontractor shall be listed for each category of work. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER A BID NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

If a contractor fails to list a subcontractor in excess of the listing threshold and the contractor does not state that no bid was received or that only one bid was received, the contractor represents that it is fully qualified to perform that portion of the work itself and that it shall perform that portion of the work itself.

The apparent low bidder shall not allow a subcontract that exceeds the listing threshold amount to be voluntarily assigned or transferred or to be performed by anyone other than the original subcontractor listed in the original bid without the prior written approval of the Owner.

No Contractor whose bid is accepted shall subcontract any portion of the work in any amount , exceeding the listing threshold amount where the original bid did not designate a subcontractor, |

unless:

- The Contractor received no bid or received only one bid for the category of work and had indicated such on List of Subcontractors.
- The work is pursuant to a change order that causes changes or deviations from the original Contract.

In the event a hearing is required pursuant to the provisions of the Act and a delay in the work is caused as a result of a subcontractor protesting its substitution, the Contractor shall NOT be entitled to an increase in the Contract Price or Contract Time.

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



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

Effective January 1, 2021

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	25.63	11.74
Carpenter- Los Alamos County	28.37	13.44
Cement Mason	17.42	6.81
Ironworker	27.35	17.49
Painter- Commercial	17.25	7.75
Plumber/Pipefitter	31.52	12.90
Electricians- Outside Classifications: Zone 1		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
Electricians-Outside Classifications: Zone 2		
Ground man	23.74	13.16
Equipment Operator	34.06	15.94
Lineman/ Technician	40.07	17.57
Cable Splicer	44.08	18.65
Electricians-Outside Classifications: Los Alamos		
Ground man	24.42	13.34
Equipment Operator	35.04	16.21
Lineman/ Technician	41.22	17.88
Cable Splicer	45.34	18.99
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		



Group I	19.15	6.54
Group II	20.11	6.54
Group III	20.21	6.54
Group IV	20.33	6.54
Group V	20.43	6.54
Group VI	20.62	6.54
Group VII	20.78	6.54
Group VIII	21.08	6.54
Group IX	28.80	6.54
Group X	32.15	6.54
Truck Drivers		
Group I-IX	16.67	8.27

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

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

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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: _____
(Completed by State Agency or Local Public Body)

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)

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between ***The City of Raton***

(hereinafter called OWNER) and _____

(hereinafter called CONTRACTOR).

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows: ***City of Raton Project No. COR00021-03***

 Asphalt Millings Stockpile Crushing Project

ARTICLE 2 – THE PROJECT

2.01 The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

The work shall generally consist of crushing, screening and stockpiling a designated volume of asphalt millings and rubble from an existing stockpile owned by the City of Raton and located at the Ownerr’s storage yard located on East Hereford Avenue in Raton, New Mexico. Contractor shall crush stockpiled asphalt millings and rubble of all size to a maximum size of one-half (1/2) inch. Contractor shall provide all material handling, stacking, crushing and screening equipment necessary to complete the work. Measurement and payment shall be completed at contract unit price per cubic yard of finished crushed material in completed stockpile by professional surveyor.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:

***Kenneth Scott Berry, P.E.
New Mexico Professional Engineer Registration No. 12848
224 Savage Avenue
Raton, New Mexico 87740***

who is hereinafter called ENGINEER and who is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Works is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), CONTRACTOR shall pay OWNER \$ 200.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 200.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 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 amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount 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 in this paragraph 5.01.B:

TOTAL OF ALL UNIT PRICES: \$ _____

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are made by the ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during the performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments shall be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 100% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by the ENGINEER, and if the character and progress of the WORK have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in the amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 100% of cost of stored materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
 - F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents,
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. The Agreement (pages 1 to 7 , inclusive);
 - 2. Performance Bond (pages 1 to 2 , inclusive)
 - 3. Payment Bond (pages 1 to 2 , inclusive);
 - 4. Other Bonds;
 - a. *Bid Bond* (pages 1 to 3 ,inclusive);
 - 5. General Conditions (pages 1 to 42 , inclusive);
 - 6. Supplementary Conditions (pages 1 to 2 , inclusive);
 - 7. Specifications Supplementary Specifications as listed in the table of contents of the Project Manual;
 - 8. Addenda (number _____ , inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (pages _____ to _____ , inclusive);
 - b. CONTRACTOR’s Bid (pages *BPF-1* to *BPF-5* ,inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (_____);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s);
 - d. Approved Manufacturer's Specifications, Drawings, Details and Directions
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR on their behalf.

This Agreement will be effective on _____, _____
(which is the Effective Date of The Agreement).

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

(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: *Mr. Scott Berry*

Name: _____

Title: *City Manager*

Title: _____

Address: *224 Savage Avenue*

Address: _____

Post Office Box 910

Phone: *(575) 445-9551*

Phone: _____

Facsimile: *(575) 445-3398*

Facsimile: _____

Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

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

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENCY or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Standard General Conditions of the Construction Contract

The General Provisions of the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation (NMDOT) shall be incorporated by this reference into the Construction Contract as the governing General Conditions. The General Conditions shall include General Provisions of the most current edition and all applicable divisions of the NMDOT Standard Specifications for Highway and Bridge Construction, Addenda, Special Provisions, and other supplemental documents.

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:	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$500,000
Combined Single Limit	\$1,000,000
d. Comprehensive Automobile Liability:	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$500,000
Combined Single Limit	\$1,000,000
e. Contractual Liability:	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$1,000,000

3. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence for completion of the Project, and that OWNER will suffer financial loss if the WORK is not completed in a timely, manner. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that CONTRACTOR shall pay OWNER Two Hundred and 00/100 Dollars (\$200.00) for each calendar day that expires after sixty (60) calendar days from the date of commencement of the Work, until the date of Final Completion.

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

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 (hereinafter called NMDOT Specifications, and including supplements, special provisions, and addenda).

Where differences, conflicts, or discrepancies occur between Project Drawings, Specifications, and Contract Documents and NMDOT Standard 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. The Contractor is required to supply qualified and competent labor and full-time, on-site 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. Contractor is required to specify to the Owner the name, qualifications, and working hours contact information, as well as emergency contact information for the designated project superintendent.

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. Contractor shall be responsible for payment of any utility services costs required of incurred as a requirement for performance of the work. No separate payment shall be made by Owner to Contractor for cost of utility service or usage.

Appurtenant Work and Materials - Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental. Flood control, dewatering, water bypass, staging, material storage, handling and protection, use of water, electricity, waste hauling and disposal,

and construction administration, planning and management by the Contractor are incidental and no direct payment will be made. Necessary work and materials needed to complete the project for which there is no bid item shall be considered as incidental, and shall be provided by the Contractor without additional payment by Owner.

Permitting - Contractor is responsible for any and all compliance with local, state, and federal regulation, statute and ordinance. Costs for regulatory compliance shall be considered incidental, with no additional payment made by Owner to Contractor.

Contractor shall specifically provide compliance with applicable air quality requirements as issued by the New Mexico Environment Department – Air Quality Bureau, or other jurisdictional agencies. It is anticipated that Contractor shall be required to prepare and submit proper application to relocate facilities that have a regular construction permit issued under 20.2.72 NMAC. As required by the **Construction Permits (NSR) Relocation Application** form, Contractor must demonstrate compliance with standards upon relocation. Contractor shall pay applicable fees, and complete NMED review process and site posting.

DIVISION 2 – ASPHALT CRUSHING

2.1 General:

The City of Raton owns an existing stockpile of asphalt millings, including asphalt pavement pieces of various sizes at the City of Raton storage yard located on East Hereford Avenue. The City of Raton is requesting bids for Contractor services to crush and screen approximately 4000 cubic yards to a maximum aggregate size of one-half inch.

2.2 Product Specification:

Contractor shall crush stockpiled asphalt millings and rubble of all size to a maximum size of one-half (1/2) inch. Contractor shall provide all material handling, stacking, crushing and screening equipment necessary to complete the work.

Contractor shall be responsible for all handling and movement of material within the crushing site area, including excavation, pushing and loading. Contractor shall move crushing and stacking equipment as necessary in order to stack finished crushed concrete material in a uniform stockpile. Contractor shall stockpile finished crushed material in a uniform stockpile. Contractor shall provide a graded pad at the site for the stockpile.

Utilities are currently unavailable at proposed crushing site. Contractor shall coordinate necessary utility service with applicable utility owners and shall pay all fees and billings for utility service and construction water.

Measurement and payment shall be made by the cubic yard of finished crushed concrete material, as measured in the finished stockpile. Finished stockpile shall be measured by the Owner's Engineer or Surveyor, who shall complete a determination of a quantity estimate. In the alternative, the Contractor may provide a finished stockpile survey and quantity estimate at the Contractor's expense. The finished stockpile survey and quantity estimate must be completed by a licensed New Mexico professional engineer or professional land surveyor, who shall submit a PE or LS certified cross-section survey and quantity calculation.

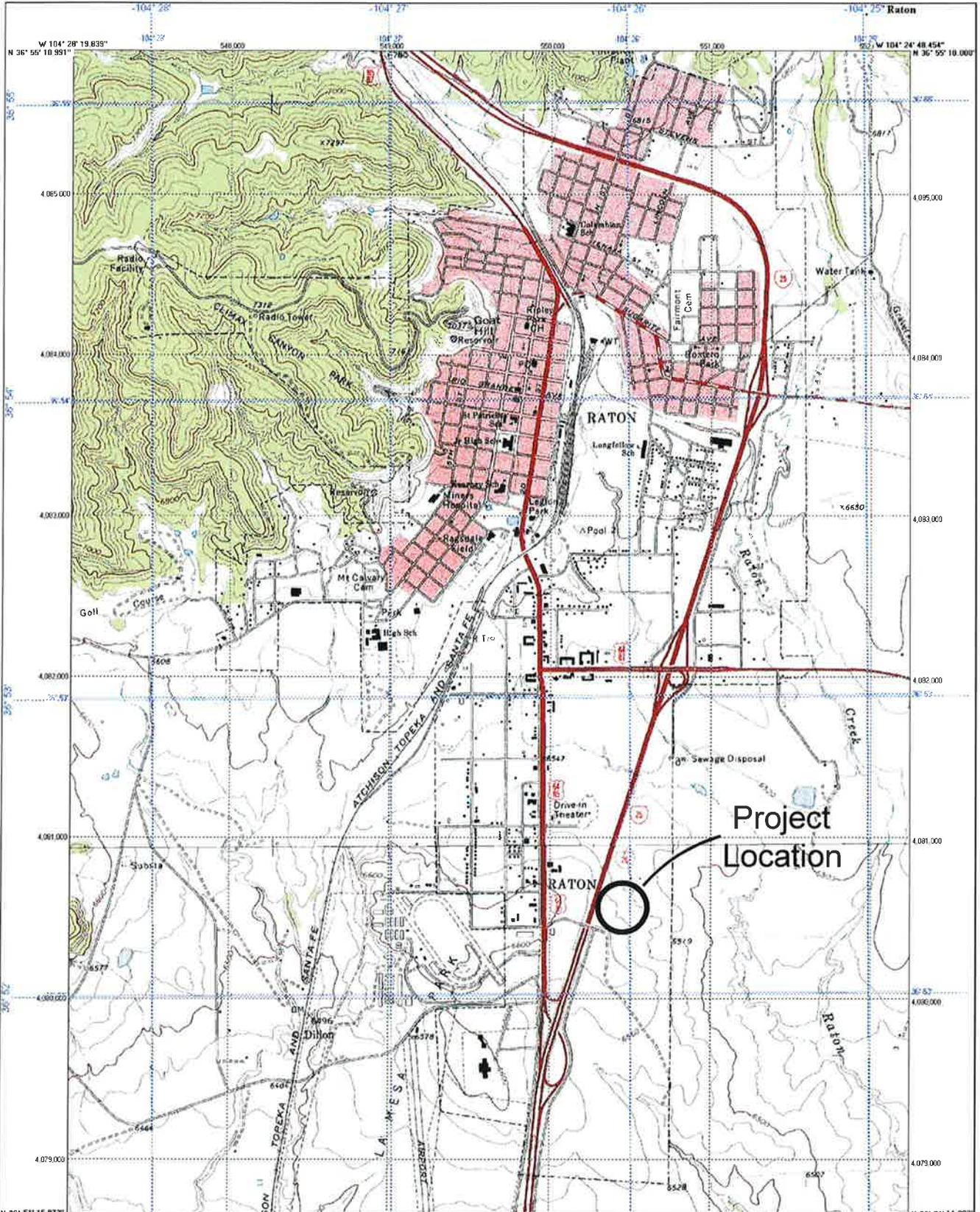
Contractor shall keep dirt and deleterious material segregated from crushing operation and finished stockpile to the extent practicable, however, fine material resulting from crushing may be stockpiled with the crushed asphalt.

Contractor shall maintain all necessary permits and licenses, and shall comply with all applicable federal, state and local regulation. Contractor shall be solely responsible for

all applicable safety and environmental compliance measures necessary at the work site.

The quantities of work to be done and materials to be furnished under this Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received.

It is understood and agreed by the Parties that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or fixed sum prices bid.





Finish Stockpile Area in Background – Looking North



Existing Millings Stockpile Area in Background – Looking South