

**REQUEST FOR PROPOSALS  
RFP No. 2024-001**

**ON CALL PAVEMENT PATCHING  
FOR THE CITY OF ALAMOGORDO, NEW MEXICO**

**I. Introduction**

***A. Purpose of this Request for Proposal***

The City of Alamogordo is soliciting sealed proposals that specialize in “ON CALL Pavement Patching” based on the scope of work described below and in accordance with any federal, state and local requirements. It is the intent of the City of Alamogordo to execute and agreement with the most qualified Contactor(s) that present an economically viable proposal. All potential Offerors are to read, understand and accept the requirements of this Request for Proposal. **Award to one or more vendors.**

***B. Project Description/Scope of Work/Cost Schedule***

Scope of work: See Attachment No. 1. Supplemental Technical Standards: See Attachment No 3

***C. Chief Procurement Officer***

1. Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Barbara Pyeatt, Chief Procurement Officer  
Address: Purchasing Department  
2600 N. Florida Ave.  
Alamogordo, NM 88310  
Telephone: (575) 439-4116  
Fax: (575) 439-4117  
Email: bpyeatt@ci.alamogordo.nm.us

2. All deliveries of responses via express carrier must be addressed as follows:

Name: Purchasing Department  
Attn: Barbara Pyeatt, CPO  
Reference: RFP 2024-001 On Call Pavement Patching  
Address: 2600 N Florida Ave.  
Alamogordo, New Mexico 85310

3. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement.

**NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS RFP WILL RENDER THE PROPOSAL NON-COMPLIANT.**

## **II. Conditions Governing the Procurement**

This section of the RFP contains the schedule, description and conditions governing the procurement.

### **A. SEQUENCE OF EVENTS**

The Chief Procurement Officer will make every effort to adhere to the following schedule. However, if the Selection Committee selects the proposal from Short Listing, oral presentation will not apply.

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
Issue RFP	City of Alamogordo	December 10, 2023
Deadline to submit Written Questions	Potential Offerors	January 3, 2024
Addenda if necessary	City of Alamogordo	January 4, 2024
Submission Proposals	Potential Offerors	January 10 <sup>th</sup> 2024
Proposal Evaluation	Evaluation Committee	January 17 <sup>th</sup> 2024
Oral Presentation if requested	City of Alamogordo	TBA
Authorization of Award	City Commission	February 13 2024

### **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

#### **1. Issuance of RFP**

This RFP is being issued on behalf of the Public Works Department, City of Alamogordo.

## 2. Pre-Proposal Conference

A pre-proposal conference will not be held for this project.

## 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until 3:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section II, Paragraph C.

## 4. Response to Written Questions

An Addendum will be issued in response to all written questions and will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list and on the City's website. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in II.B.2.

**All offerors will be required to acknowledge receipt of RFP amendment(s) in writing as part of their proposal transmittal.** A failure to acknowledge receipt of RFP amendment(s) may be cause for rejection of the proposal.

## 5. Submission of Proposal

***ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON see Section II A. Sequence of Events.*** Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

**Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph C2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 2024-001 On Call Pavement Patching. Proposals submitted by facsimile, or other electronic means, will not be accepted.**

At all times, it shall be the responsibility of the offeror to ensure its proposal is delivered to the City of Alamogordo by the proposal due date and time. If the mail or delivery of said proposal is delayed beyond the deadline set for the proposal opening, proposals thus delayed will not be considered.

A public log will be kept of the names of all Offer organizations that submitted proposals. The contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal has been awarded.

Proposals accepted by the City shall be valid for a period of ninety (90) days following the deadline for the proposal submittal.

## **6. Proposal Evaluation**

A Selection Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **7. Oral Presentations**

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II, A Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Issuing Department and Chief Procurement Officer.

## **8. Contract Awards**

The Contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the City of Alamogordo reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process or reserves the right to cancel the award. The City reserves the right to award as a multiple contract.

## **9. Protest Deadline**

Any protest by an Offeror must be in conformance with Section 2-13-300 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the commission's approval to negotiate and will end at 5:00 pm MDT on the fifteenth (15) calendar day following that approval. Protests must be written and must include the name and address of the Protester and the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Manager. The protest must be delivered to the following address:

Name: Barbara Pyeatt  
Title: Chief Procurement Officer  
Address 2600 N. Florida Ave.  
Alamogordo, NM 88310

**Protests received after the deadline will not be accepted.**

## **C. GENERAL REQUIREMENTS**

### 1. Acceptance of Conditions Governing the Procurement

This procurement will be conducted in accordance with the City of Alamogordo's procurement regulations.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### 3. Subcontractors

The selected firm shall not assign, sublet, or transfer their interest in this agreement without prior written consent from the City. If such an assignment is allowed, the firm entering into this contract shall be ultimately responsible to ensure that the work is performed satisfactorily.

### 4. Offerers

Since the award is made on a quality-based evaluation process, replacement of Offerers after award of and prior to the contract execution may cause the Offeror to be disqualified.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

### 6. Offerers Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offerors duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Disclosure of Proposal Contents

The proposals will be kept confidential until negotiations are completed by City of Alamogordo. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, City of Alamogordo shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. No Obligation

This procurement in no manner obligates the City of Alamogordo or any of its departments to the use of Offeror services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Procurement Department determines such action to be in the best interest of the City of Alamogordo.

10. Sufficient Appropriation

Any agreement or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the offeror. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the offeror as final.

11. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Chief Procurement Officer.

12. Governing Law

This procurement and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the City of Alamogordo through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The City of Alamogordo reserves the right to negotiate with a successful Offeror provision in addition to those contained in this solicitation. The contents of this solicitation, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the City of Alamogordo's terms and conditions, as contained in this Section, that Offeror must propose specific alternative language. The City of Alamogordo may or may not accept the alternative language. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the City of Alamogordo and will result in disqualification of the Offerors proposal.

15. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City of Alamogordo. Not to be included in page count.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City of Alamogordo and the Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

17. Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or

fails to submit a responsive offer as defined in Section 2-13-110 of the City of Alamogordo Procurement Ordinance.

18. Right to Waive Minor Irregularities

The Chief Procurement Officer reserves the right to waive minor irregularities. The Chief Procurement Officer also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Chief Procurement Officer.

19. Change in Representatives

The City of Alamogordo reserve the right to require a change in offeror representatives if the assigned representatives is not, in the opinion of the City of Alamogordo, meeting its needs adequately.

20. Notice - Bribery and Kickbacks

New Mexico criminal statues imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. City of Alamogordo Rights

The City of Alamogordo in agreement with the Chief Procurement Officer reserves the right to accept all or a portion of a potential Offerors proposal.

This procurement in no manner obligates the City of Alamogordo or any of its agencies to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors must secure from the Chief Procurement Officer and the Owner written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offerors proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Alamogordo.



24. Confidentiality

Any confidential information provided to, or developed by, the firm in the performance of services under this contract shall be kept confidential and shall not be made available to any individual or organization by the firm without the prior written approval of the City Commission. The Offeror agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City Commission's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Firm(s) will not remove any copyright, trademark, and other proprietary rights notice from the licensed software or related materials.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This solicitation is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the solicitation. In the event of conflict between a version of the solicitation in the Offerors possession and the version maintained by the City of Alamogordo, the version maintained by the City of Alamogordo shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See Attachment 4) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made. **Failure to complete and return the signed unaltered form will result in disqualification.**

28. Conflict of Interest; Governmental Conduct Act.

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

29. Utilization of Proposal

City of Alamogordo may enter into cooperative purchasing agreements with other political subdivisions or other governmental entities of the State of New Mexico in order to conserve resources, reduce procurement costs, and improve the timely acquisition of supplies, equipment and services. The Respondent to whom a contract is awarded under this solicitation may be requested by other parties to such a cooperative purchasing agreement to extend to those parties the right to purchase supplies, equipment and services provided by the Respondent(s) under its contract with the City of Alamogordo, pursuant to terms and conditions stated therein

### 30. Award of Contract

The award shall be made to the responsible Offeror whose proposal is most advantageous to the City of Alamogordo taking into consideration the evaluation factors set forth in this solicitation. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top three ranked firms to develop final rankings or may consider the rankings based on the proposals as final.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

### 31. Fees

A lump sum/standard hourly rate with maximum fee for the project will be per Cost Schedule (Attachment No. 2). The City of Alamogordo's standard agreement for Services is attached for reference.

### 32. Registration

All work shall be under the direction of a Licensed Professional registered by the State of New Mexico.

### 33. INSURANCE REQUIREMENTS –

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

## **Standard Insurance**

## **Limits Not Less Than**

**Commercial and General Liability**

**\$1,000,000/\$3,000,000**

**Automobile Liability**

**\$1,000,000/\$1,000,000**

**Worker's Compensation as required by State Law**

**As required by Law**

**Other legally required of the employer or for  
the contractor's occupation / profession.**

**As required by Law**

**Specialized Insurance**

**Professional Liability – If required**

**\$1,000,000**

**Malpractice/liability Insurance – If required**

**\$1,000,000**

### **III RESPONSE FORMAT AND ORGANIZATION**

#### ***A. NUMBER OF RESPONSES***

Offerors shall submit only one proposal per offeror in response to this RFP.

#### ***B. PROPOSAL FORMAT***

##### Proposal Organization

Offerors shall submit **SIX (6) hard copies and ONE (1) electronic copy** of their proposal to the location specified in this RFP, on or before the closing date and time for receipt of proposals. Proposals shall follow the format as described below:

- A maximum of **FIFTEEN (15)** pages of 8.5" by 11" paper, including title, index, and other required information, not including front and back covers, transmittal letter, Bid Cost Schedule, Veteran's Preference Certification Form, Resident Business Certificate, or Campaign Contribution Disclosure Form.
- Bound on left-hand margin.
- Minimum font size 10.
- Front cover with RFP number, project title, date, and firm's name (not included in page limit).
- Back cover without any text (not included in page limit).
- The proposal must be organized and indexed in the following format and order and must contain, as a minimum, all listed items in the sequence indicated:
  1. Letter of transmittal, not to exceed one page (not included in page limit). If applicable, will include **written acknowledgment of receipt of RFP amendment(s)**;
  2. Responses to the six (6) Selection Criteria items, addressing all requested information, in the order presented in this RFP above. Provide the Selection Criteria title at the beginning of each response so that it is clear what proposal text is addressing each Selection Criteria item.
- If applicable, Offerors shall provide Resident Business Certificate and submit with each copy of the proposal (not included in page count).

- Offerors shall complete Attachment 4 – Campaign Contribution Disclosure Form and submit with each copy of the proposal (not included in page count).
- To preclude possible errors and/or misinterpretations, the proposal must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Offeror prior to scheduled proposal submittal deadline. Failure to do so may be just cause for rejection of proposal.
- Proposals shall be delivered in sealed envelopes which shall be clearly marked “**RFP 2024-001 On Call Pavement Patching**” on the outside of the envelope. Proposals shall be signed by a representative authorized to bind the company.

## IV. EVALUATION

### A. CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

**1. Technical Competence (25 points)**

Firm and personnel's experience in providing similar information and services relative to the requirements described in Attachment No. 1.

**2. Capacity and Capability (20 points)**

Firm's capacity and capability to provide the information and services in a timely manner.

**3. Past Record of Performance (10 points)**

Firm's past performance on similar project assignments. As part of their response, firms **must** provide a list of four references with names and phone numbers.

**4. Approach to Providing the Services (10 points)**

Firm should describe their approach to providing and managing the anticipated services.

**5. Personnel Qualifications (10 points)**

The key personnel who will be assigned to the project should be identified and summaries of their experience given.

**6. Pricing**

**(25 points)**

Provide Cost Schedule in accordance with Section II, C Paragraph 31 also included per Attachment No. 2

The evaluation of each Offeror’s Cost Proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror’s All-In Cost}} \times 25 = \text{Awarded Points}$$

**TOTAL AVAILABLE POINTS = 100**

**Additional Preference Award Points Available**

*An Offeror must specify which preference below they would claim if qualifying for more than one. The preference values are not cumulative.*

**Resident Veterans Preference Certification, (Certificate Required)**

Available Points = 10 Percent of total Points

**New Mexico Business Preference, (Certificate Required)**

Available Points = 5 Percent of total Points

**Local Business Preference, (Certificate Required)**

Available Points = 10 Percent of total Points

***B. EVALUATION PROCESS:***

1. All offeror proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section IV that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors may be asked to present oral presentation. Points awarded from oral presentations will be added to the previously assigned points to attain final scores.

5. The responsible Offeror (s) whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section IV, will be recommended for Contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

### **BID EVALUATION CRITERION FOR AREA BUSINESSES – LOCAL BUSINESS PREFERENCE**

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If a non-Area Business is the highest-ranking Prequalified Candidate, the evaluation score of the proposal submitted by an Area Business shall be multiplied by a Local Preference Factor of 1.10. If the resulting score of the Area Business receiving the Local Preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to be awarded the Area Business receiving the preference. If no proposals are received from an Area Business, or if the proposal received from an Area Business does not qualify for an award after multiplication by the Local Preference Factor, the contract shall be recommended to be awarded the highest-ranking proposer.

View the following link for the complete Ordinance No. 1490 Local Preference:

<http://ci.alamogordo.nm.us/AssetsOrdinance+1490.pdf>

This procurement will be conducted in accordance with the City of Alamogordo Purchasing Ordinance No. 1304.

### **RESIDENT VETERANS PREFERENCE CERTIFICATION**

In accordance with Sections 13- 1-21 and 13-1- 22 NMSA 1978 resident veteran business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year shall be awarded ten percent (10%) additional evaluation points of the total possible points, which computes to 10 additional points (100 X 10%). This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran Business Certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase. More information can be obtained from the NM TRD website at <http://www.tax.newmexico.gov/Default.aspx>

**Proposals received without copy of this certificate do not qualify for this preference.**

### **IN-STATE PREFERENCE (RESIDENT BUSINESS)**

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

**Proposals received without copy of this certificate do not qualify for this preference.**

**An offeror must specify which preference they would claim if qualifying for more than one. The preference values are not cumulative.**

**ATTACHMENT ONE**

**SCOPE OF WORK**

**DESCRIPTION OF PAVEMENT PATCHING ON-CALL SERVICES**

The City of Alamogordo requires on-call services for Pavement Patching on streets throughout the city. The work will consist of the preparation, asphalt patching, concrete placement, and traffic control at multiple locations throughout the city, as specified and/or shown on the construction documents, complete, and in place, all within the city limits of Alamogordo, New Mexico. Pavement Patching services will require the work to be performed to meet the requirements of Attachment 3 – Supplemental Technical Standards.

Prospective bidders shall possess the following licenses, per the Construction Industries Division (CID) Project Classification Determination:

DESCRIPTION OF WORK	LICENSE REQUIRED
Roadway work	GA-1, GA-2, or GA-98
Curb, gutter and sidewalk	GA-1, GA-3, or GA-98



## ATTACHMENT TWO

### RFP 2024-001 On Call Pavement Patching

#### COST SCHEDULE

ITEM NO.	APPRO XQTY.	CONSTRUCTION ITEMS BASE BID	UNIT BID PRICE	AMOUNT OF BID
1	2,500	<p>Square Yard</p> <p>6-inch subgrade preparation, as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____
2	833	<p>Square Yard</p> <p>Unstable subgrade stabilization, as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____
3	2,500	<p>Square Yard</p> <p>6-inch base course, import backfill, and compaction as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____
4	2,500	<p>Square Yard</p> <p>3-inch thick HMA SP-IV, as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____
5	200	<p>Linear Feet</p> <p>24-inch curb and gutter (all types), as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____
6	100	<p>Square Yard</p> <p>Concrete driveway (6-inch-thick concrete pavement), as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.</p>	\$ _____	\$ _____

ITEM NO.	APPRO XQTY.	CONSTRUCTION ITEMS BASE BID	UNIT BID PRICE	AMOUNT OF BID
7	200	Square Yard  Concrete sidewalk (6-inch-thick concrete pavement), as specified and/or shown on the construction documents, complete, in place and accepted by the Owner.	\$ _____	\$ _____

Total Base Bid \$ \_\_\_\_\_

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Company Name

---

Address

---

City/State/Zip Code

---

Phone/Fax/Email

---

Addenda Acknowledgement

---

New Mexico Contractor License

---

Workforce Solutions Department Registration Number

---

Authorized Signature

---

Print Name and Title

**PAVEMENT PATCHING ON-CALL  
RFP No. 2024-001**

**Attachment 3  
SUPPLEMENTAL TECHNICAL STANDARDS**

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## **CHAPTER 01 – PAVEMENT PATCHING STANDARDS**

### **ARTICLE 01-01 – General**

The supplemental standards presented herein shall apply to this project in addition to the City of Alamogordo Technical Standards. Standards and/or construction details not modified herein shall be governed by the City Technical Standards.

**This Contract shall be an On-Call Contract for pavement patches (and associated work) to be completed as directed by the City. The work will be assigned via Task Order, identifying quantities and schedule to complete each Task Order. The work under executed Task Orders shall be completed within the allocated time or shall be subject to the liquidated damages provisions as included herein. The City reserves the right to execute On-Call contracts with multiple Contractors.**

**The Contractor shall be responsible for protection of open patches up to the point that the new asphalt pavement has been placed, compacted to grade, and opened to traffic.**

### **ARTICLE 01-02 – Project Submittal Requirements**

The Contractor shall submit the following documents for review and approval by the City prior to the start of construction.

- NMDOT HMA SP-IV Pavement Design(s)
- Base Course Submittal(s)
- Import Material(s)
- Concrete Mix Design(s)
- Concrete Curing Compound(s) and/or Admixture(s)
- Traffic Control Plan(s)

### **ARTICLE 01-03 – Work and Materials**

#### **Article 01-03-010 Subgrade Preparation**

- (a) Subgrade shall generally consist of existing materials underlying the existing roadway pavement section or adjacent improvements to include curbs/gutters, sidewalks, and/or drive/alley pads.
- (b) No deleterious materials nor materials larger than two and one-half inches (2.5”) shall remain in the subgrade materials prior to compaction efforts.
- (c) The City’s materials testing firm shall be contacted at the onset of pavement patching activities to obtain subgrade samples for each pavement patching location. Should more than one patch location occur within a three (3) block stretch of the

same street a single (1) proctor for the subgrade material shall be deemed acceptable.

- (d) The City's materials testing firm will sample, test, and report the proctor results of each native material.
- (e) Subgrade preparation shall include plowing, ripping, or scarifying the existing ground to a depth of six inches (6") so that the material can be broken, dried, blended, and moisture conditioned prior to compaction efforts.
- (f) Moisture content shall be within plus or minus two percent ( $\pm 2\%$ ) of optimum moisture as reported.
- (g) Subgrade shall be compacted to ninety five percent (95%) of maximum dry density in accordance with ASTM D-1557.
- (h) If subgrade preparation is left over forty-eight (48) hours without procession of the next phase of construction, subgrade preparation may be rechecked for compaction, moisture, and/or surface tolerance at the discretion of the City. No separate measurement or payment will be made for rehandling or reworking of material resulting in the need for this recheck or associated work.
- (i) Payment for this item will cover all costs of labor, material, and equipment required to perform subgrade preparation below the asphalt roadway patch to a depth of six inches (6") in accordance with the above specifications. Payment will be made per square yard of subgrade preparation tested and approved by the City.

#### **Article 01-03-020 Unstable Subgrade Stabilization**

- (a) Unstable subgrade is defined as existing material that is saturated, soft, gummy, pumping, and/or displaced with applied loading.
- (b) The Contractor shall notify the City when unstable subgrade is suspected at a pavement patching location(s).
- (c) The City and/or testing firm may observe the subgrade preparation efforts for the presence of unsuitable subgrade.
- (d) When subgrade preparation efforts exceed scarifying, drying, mixing, moisture conditioning, and compacting the Contractor shall propose unstable subgrade stabilization measures. The stabilization measure shall be submitted to the City for their review and approval.

- (e) The implementation of unstable subgrade stabilization shall be approved by the City prior to utilization of such measures.
- (f) Unstable subgrade stabilization measures could include:
  - (1) Excavation and replacement with materials meeting the requirements of Technical Standards Article 05-02-010 Borrow.
  - (2) Excavation, removal, and replacement with base course, recycled asphalt pavement (RAP), or select backfill.
  - (3) Installation of geotextiles, geogrid reinforcement, and/or other reinforcement materials.
  - (4) A combination of the above measures.
- (g) Should the Contractor choose excavation, removal, and replacement of existing subgrade; the material shall be removed to a depth of one foot (1') below the bottom of the new base course elevation.
- (h) Payment for this item will cover all costs of labor, materials, and equipment required for the unstable subgrade stabilization to a depth of twelve inches (12") below the asphalt roadway patch section. This shall include excavation, removal, haul, and disposal of materials as necessary as well as the import, placement, working, and compaction of added material(s). Payment will be made at the square yard unit price of unstable subgrade stabilization pre-approved, tested, and accepted by the City.

#### **Article 01-03-030 Base Course**

- (a) Base course is defined as crushed stone, crushed or screened gravel, caliche, sand, recycled asphalt pavement (RAP), recycled concrete pavement (RC), or combination thereof. RAP content shall not exceed fifty percent (50%), RC shall not exceed seventy five percent (75%), and the combined use of RAP and RC shall not exceed seventy five percent (75%) of the base course mixture by weight. Base course shall be the underlying material placed, prepared, and compacted prior to the placement of the final surface course for the roadway's driving surface.
- (b) The work shall consist of providing, hauling, spreading, compacting, and finish grading as shown on the Contract Documents.
- (c) Base course material gradation and physical properties shall meet the requirements provided in the New Mexico Department of Transportation's Standard

Specifications for Highway and Bridge Construction (latest Edition) Tables 303.2.2:1 or 303.2.2:2 and Table 303.2.2:3 as replicated below for reference.

**Table 1: Type I Base Course Gradation Band**

Sieve Size	Percent (%) Passing
1.0 Inch	100
¾ Inch	80 - 100
No. 4	30 - 60
No. 10	20 - 45
No. 200	3.0 - 10.0

**Table 2: Type II Base Course Gradation Band**

Sieve Size	Percent (%) Passing
1.0 Inch	100
¾ Inch	85 - 95
No. 4	40 - 70
No. 10	30 - 55
No. 200	6.0 - 15.0

**Table 3: Base Course Physical Properties**

Property	Specification Limit
Fractured Face <sup>1</sup>	Minimum 50% on Untreated Material
Aggregate Index (AI) <sup>2</sup>	Maximum 35
Liquid Limit (LL)	Maximum 25
Plasticity Index (PI)	Maximum 6

<sup>1</sup> Materials retained on or above the No. 4 sieve shall have at least two (2) Fractured Faces when evaluated in accordance with AASHTO T-335, "Determining the Percentage of Fractured Faces in Coarse Aggregate."

<sup>2</sup> Maximum AI of 35 for untreated natural aggregate source when calculated in accordance with Section 910, "Aggregate Index".

- (d) Base course shall be placed to maximum six inch (6") compacted lifts to achieve the final compacted base course depths (thicknesses) required in the Contract Documents. The City retains the right to verify the final base course thickness at any time prior to the placement of the final roadway surfacing course. Should the base course depth be found to be sub sufficient the Contractor shall correct the discrepancy and recompact at no additional cost to the City.
- (e) Base course shall only be placed on prepared subgrade that has been tested and accepted by the City.
- (f) Base course shall not be placed atop frozen subgrade.
- (g) Compacted in-place base course shall be placed to within plus or minus one-half inch ( $\pm 1/2$ ") of final surface grade when measured with a ten foot (10') straight

edge. Base courses exceeding this requirement shall be corrected by the Contractor at no additional cost to the City.

- (h) Base course shall be moisture conditioned to plus or minus two percent ( $\pm 2\%$ ) of optimum and shall be compacted to 95% of maximum dry density in accordance with ASTM D-1557.
- (i) Payment for this item will cover all costs of labor, materials, and equipment required to provide, haul, spread, compact, and finish grade base course materials to the required thickness. Payment will be made at the square yard unit price of compacted base course tested and accepted by the City.

#### **Article 01-03-040 Tack Coat**

- (a) Tack coat shall consist of asphalt material(s) and application measures provided in the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction (latest Edition) Section 407: Tack Coat.
- (b) Tack coat shall be applied to all existing asphalt or concrete surfaces prior to overlay with hot mix asphalt (HMA).
- (c) Tack coat shall be applied between respective asphalt lifts.
- (d) Tack coat shall be applied to all adjacent vertical surfaces prior to the placement of HMA. These shall include but are not limited to curb and gutter, cold pavement joints, saw cut pavement joints, construction joints, longitudinal joints, valve boxes, manholes, drop inlets, and valley gutters.
- (e) All surfaces and/or vertical edges to receive tack coat materials shall be dry, clean, and free from moisture or deleterious materials.
- (f) Tack coat application shall not occur when the ambient air temperatures are below the manufacturer's recommended temperatures.
- (g) The application rate shall be uniform in distribution via a pressure distributor to provide a residual asphalt cement content of 0.04 to 0.08 gallons per square yard.
- (h) Tack coat damaged by traffic or construction equipment shall be reapplied at no additional cost to the City.
- (i) All costs of labor, materials, and equipment required to provide, haul, mix, heat, dilute, and apply tack coat materials shall be incidental to the hot mix asphalt for this Contract.



**Article 01-03-050 Hot Mix Asphalt (Superpave)**

- (a) Asphalt pavement shall consist of placing one or more lifts of hot mix asphalt (HMA) on prepared base course.
- (b) HMA materials shall meet the requirements provided in the New Mexico Department of Transportation’s Standard Specifications for Highway and Bridge Construction (latest Edition) Section 423: Hot Mix Asphalt (HMA) (Major Paving).
- (c) Hot mix asphalt (HMA) for this Contract shall be SP-IV Type meeting the aggregate gradation control points provided in Table 423.2.2.1:1 of the aforementioned Section 423 and as replicated below.

**Table 4: HMA Aggregate Gradation Control Points**

Sieve Size	Percent (%) Passing per HMA Type	
	SP-IV	
	Minimum	Maximum
Two Inch (2’’)	---	---
One and One-Half Inch (1.5’’)	---	---
One Inch (1’’)	---	---
¾ Inch	100	---
½ Inch	90	100
3/8 Inch	---	90
No. 8	28	58
No. 200	2.0	10.0

- (d) The Contractor shall submit an Asphalt Certification Letter/Mix Design for an approved and current HMA mix from the NMDOT. The submittal must identify the NMDOT State Materials Laboratory mix design number and NMDOT lab number.
- (e) The Contractor shall notify the City and materials testing firm a minimum of twenty-four (24) hours prior to paving operations.
- (f) Base course shall be clean and free of loose or deleterious materials in preparation of HMA placements.
- (g) The HMA shall be placed on the approved surface, spread, and struck off to the specified grade, elevation, or adjacent improvements and compacted to the paving thickness specified in the Contract Documents.

- (h) The maximum HMA lift thickness shall be three inches (3"). HMA shall be placed with a paving machine insomuch as possible. For small patch areas, the HMA may be placed and leveled by hand.
- (i) HMA materials should be placed around the perimeter edges of the pavement patch and raked towards the center of the patch to reduce segregation and concentration of aggregates at the joints.
- (j) The Contractor shall roll HMA to obtain the required compaction and specified pavement density while the HMA is in a workable condition. Rollers shall be self-propelled and capable of reversing without backlash. Rollers shall only be utilized in static mode; the use of vibratory rollers shall be preapproved by the City.
- (k) The Contractor shall be responsible for the establishment and implementation of rolling pattern(s) to obtain the required compaction. The use of compaction equipment which results in the excessive crushing or breaking of aggregates will not be allowed.
- (l) After final rolling, no vehicular traffic shall be permitted on the pavement until it has cooled and hardened.
- (m) The Contractor shall immediately remove, from public or private property, all rubbish, debris, or any waste materials resulting from the paving operations.

## **ARTICLE 01-04 – Minimum Testing Requirements**

### **Article 01-04-010 General**

Each individual pavement patch shall receive quality assurance testing by way of the City's materials testing company. It shall be the sole responsibility of the Contractor to provide a minimum of twenty-four (24) hour notice to the City's Public Works Inspector and the testing firm for required testing to be performed. The notification shall be completed in writing via electronic mail (email) and shall include the address(es), time, and required testing to be performed.

### **Article 01-04-020 Test Results and Re-Testing**

Project quality assurance testing shall adhere to the City's General Conditions Section 13. The Contractor shall bear full responsibility for material readiness for testing, and responsibility for retesting should the initial test fail to meet the specification requirements.

**Article 01-04-030 Minimum Testing Frequency**

The required testing frequency shall be dependent on each individual pavement patch area. The table provided below is in addition to the Technical Standards Table 1: Quality Control Testing & Minimum Frequency included in the City’s Technical Standards.

**Table 5: Testing Requirements - Patch ≤ 500 SF**

Material	Test	Frequency	Notes
Subgrade	Compaction/ Moisture	1 per patch	Modified Frequency
Import/Borrow	Compaction/ Moisture	1 per patch	Modified Frequency; to be utilized for Unstable Subgrade Stabilization
Base Course	Compaction/ Moisture	1 per patch	Modified Frequency
Asphalt (HMA SP-IV)	Sampling	1 per day	Taken at point of placement
Asphalt (HMA SP-IV)	Compaction	1 per patch	Modified Frequency

**Table 6: Testing Requirements - Patch > 500 SF**

Material	Test	Frequency	Notes
Subgrade	Compaction/ Moisture	2 per patch	Modified Frequency
Import/Borrow	Compaction/ Moisture	2 per patch	Modified Frequency; to be utilized for Unstable Subgrade Stabilization
Base Course	Compaction/ Moisture	2 per patch	Modified Frequency
Asphalt (HMA SP-IV)	Sampling	1 per day	Taken at point of placement
Asphalt (HMA SP-IV)	Compaction	2 per patch	Modified Frequency

**Table 7: Testing Requirements - Concrete Flatwork**

Material	Test	Frequency
Subgrade	Compaction/Moisture	1 per Location
Bed Course	Compaction/Moisture	1 per Location
Concrete Flatwork	Temp., Slump, % Air, & Cylinder Collection	1 Test per 400 L.F. or Minimum 1 Test per Batch

Additional testing may be required at the City’s discretion.

**Article 01-04-040 HMA Acceptance Parameters**

The Contractor issued warranty period shall be extended based on the results of the acceptance parameters provided in Table 8 below. Acceptance (annotated as “Accept”) parameters within the table below shall initiate the standard one-year warranty period.

**Table 8: HMA Acceptance Parameters**

Average Density (%)	Street Classification		
	Arterial	Collector	Local
Above 97.99	Remove	Remove	3-Year
97 – 97.99	5-Year	3-Year	Accept
96 – 96.99	3-Year	Accept	Accept
95 – 95.99	Accept	Accept	Accept
93 – 94.99	Accept	Accept	Accept
92 – 92.99	Accept	Accept	Accept
91 – 91.99	5-Year	3-Year	Accept
90 -90.99	10-Year	5-Year	3-Year
Less than 90	Remove	Remove	Remove

**ARTICLE 01-05 – Payment & Incidental to Construction Items**

**Article 01-05-010 Existing Patch Conditions**

Each of the areas to receive an asphalt pavement patch are currently compacted to grade with base course type material. Neat line saw cuts will be required for patching operations as follows.

- (a) Pavement edges must be trimmed to a vertical face and be neatly aligned with the center line of the road (perpendicular and/or parallel to roadway centerline).
- (b) Sections of curb and sidewalks scheduled for repair/replacement are to be removed to the nearest score line or saw cut edge.

**Article 01-05-020 Pay Item Descriptions**

- (a) 6” Subgrade Preparation shall include all labor, equipment, and materials required to bring the subgrade to the appropriate grade for subsequent placement of asphalt patch. This pay item shall include excavation, leveling, scarifying, moisture conditioning, compaction, removal and disposal of unnecessary material, and preparation for density testing. Payment will be made per square yard of prepared subgrade which meets compaction requirements as approved and accepted by the City.
- (b) Unstable Subgrade Preparation shall include all labor, equipment, and materials required to create a stable subgrade for subsequent placement of asphalt patch. This pay item shall include excavation, removal and disposal of unnecessary material, acceptable subgrade stabilization as presented previously, import of material, blending of material, scarifying, moisture conditioning, compaction, and preparation for density testing. The use of this pay item requires pre-approval by the City based on field observations of subgrade conditions during preparation.

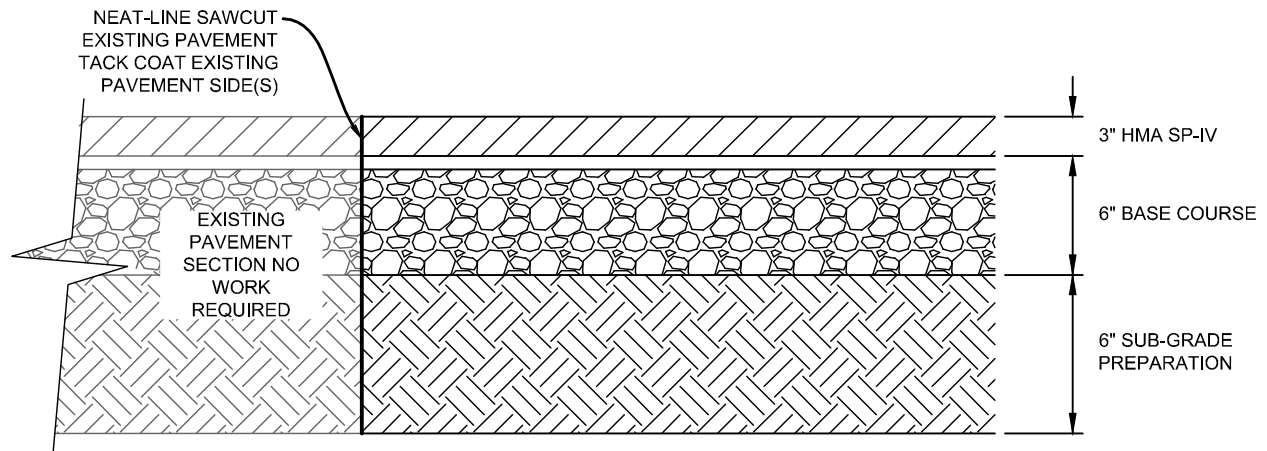
Payment will be made per square yard of unstable subgrade preparation which meets compaction requirements as approved and accepted by the City.

- (c) 6" Base Course shall include all labor, equipment, and materials required for base course below the subsequent asphalt patch. This pay item shall include import, placement, compaction, and preparation for density testing. Payment will be made per square yard of 6" base course which meets compaction requirements as approved and accepted by the City.
- (d) 3" Hot Mix Asphalt SP-IV Pavement shall include all labor, equipment, and materials required for the placement of asphalt atop accepted base course. This pay item shall include the import, placement, and compaction of approved asphalt materials. Payment will be made per square yard of 3" HMA SP-IV pavement which meets compaction requirements as approved and accepted by the City.
- (e) Curb & Gutter (All Types) shall include all labor, equipment, and materials required for placement of concrete curb and gutter to meet and match existing curbs. This pay item shall include subgrade preparation as detailed herein, bed course material per the City of Alamogordo Technical Standards, and the placement of concrete curb. Payment will be made per linear foot of curb and gutter placed and accepted by the City.
- (f) Concrete Driveway (6" Thick) shall include all labor, equipment, and materials required for the placement of six-inch (6") thick concrete for driveways to meet and match existing sidewalk(s) on either side. This pay item shall include subgrade preparation as detailed herein and 6" bed course as detailed in R-12 of the Technical Standards. Payment will be made per square yard of concrete driveway placed and accepted by the City.
- (g) Concrete Sidewalk (4" Thick) shall include all labor, equipment, and materials required for the placement of four-inch (4") thick concrete sidewalk to meet and match existing sidewalks. This pay item shall include subgrade preparation as detailed herein and placement per the City of Alamogordo Technical Standards. Payment will be made per square yard of concrete sidewalk placed and accepted by the City.

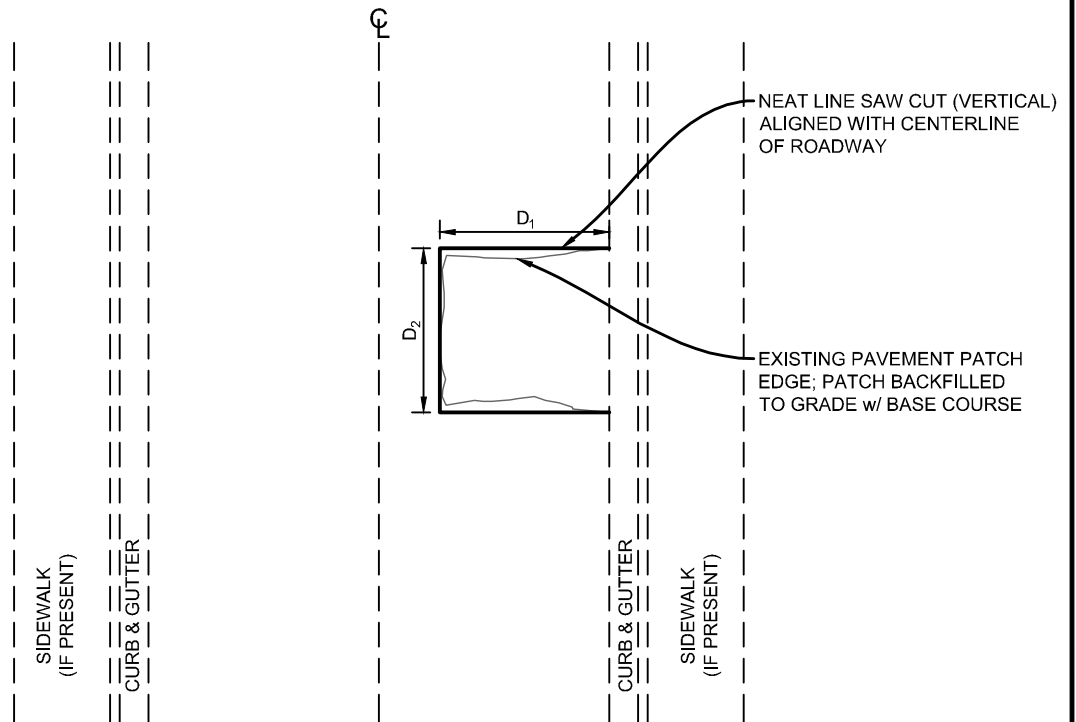
#### **Article 01-05-030 Incidental to Construction Items**

- (a) Mobilization and demobilization plus typically included items such as insurance, bonding, temporary and sanitary facilities, and project management shall be incidental to construction.

- (b) Traffic control planning, devices, implementation, and maintenance in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) shall be incidental to construction.
- (c) Neat line saw cutting of existing asphalt pavement edge or concrete flatwork shall be incidental to construction. Additionally, any waste material generated by saw cutting operations shall be removed and disposed of at no additional cost to the Project.
- (d) The removal and/or disposal of existing material utilized to fill existing patch locations to street grade shall be incidental to construction.
- (e) The acquisition, implementation, and maintenance of Contractor yard(s) or laydown areas shall be incidental to construction.
- (f) Water required for construction activities to include dust suppression and moisture conditions of materials shall be incidental to construction.
- (g) The removal and appropriate disposal of construction materials not utilized for construction, including erection and maintenance of concrete wash out(s), shall be incidental to construction.
- (h) Tack coat materials and subsequent application in accordance with these Contract Documents shall be incidental to construction.
- (i) Coordination with City inspector(s) and Material Testing Firm shall be incidental to construction.
- (j) All other construction activities or items not explicitly stated as a construction pay item shall be incidental to construction.



**TYPICAL PAVEMENT PATCH SECTION**



**NOTES:**

- TACK COAT TO BE APPLIED TO ALL VERTICAL SURFACES.
- NEAT LINE SAWCUT (VERTICAL) MINIMUM AMOUNT OF EXISTING ASPHALT TO FACILITATE A PATCH THAT IS ALIGNED TO THE EXISTING ROADWAY CENTERLINE.
- THE USE OF UNSTABLE SUBGRADE STABILIZATION WILL REQUIRE PRE-APPROVAL BY THE CITY.
- REPLACEMENT OF CURBS AND SIDEWALKS SHALL BE TO THE NEAREST SCORE LINE, JOINT, OR VERTICAL SAWCUT EDGE.
- CURB AND GUTTER SHALL BE CONSTRUCTED PER TECHNICAL STANDARDS DETAIL R-2, AND SHALL MEET AND MATCH EXISTING ADJACENT CURBS.
- SIDEWALK SHALL BE CONSTRUCTED PER TECHNICAL STANDARDS DETAIL R-1, AND SHALL MEET AND MATCH EXISTING ADJACENT SIDEWALK.
- CONCRETE WORK WILL REQUIRE THE CONSTRUCTION, IMPLEMENTATION, AND MAINTENANCE OF A CONCRETE WASHOUT PER TECHNICAL STANDARDS DETAIL R-16.

SCALE: NOT TO SCALE



**CITY OF ALAMOGORDO  
TECHNICAL STANDARDS**

**PAVEMENT PATCH DETAIL**

ISSUE DATE:

**DEC. 2023**

RESOLUTION NO:

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REVISION DATE:

---

SHEET NO:

**R-17**

## ATTACHMENT 4

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a Contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either 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 un-reimbursed 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.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family Member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.



**“Prospective Contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract. **“Representative of a Prospective Contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contributions(s): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

--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

## ATTACHMENT 5

### Draft Agreement

#### PAVEMENT PATCHING ON-CALL AGREEMENT

THIS PUBLIC WORKS PAVEMENT PATCHING ON-CALL AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Alamogordo, a New Mexico municipal corporation (“City”), and \_\_\_\_\_, a New Mexico corporation (“Contractor”).

WHEREAS, the City seeks to establish a contractor on-call list to perform Pavement Patching Services city-wide (the “Work”) on an "as needed" basis as described in RFP No. 2024-001; and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise, experience and ability to perform the Work; and

WHEREAS, the City has selected Contractor for inclusion on the Pavement Patching On-Call contractor list to perform Work on an as-needed basis.

NOW, THEREFORE, it is hereby agreed as follows:

1. The City's representative responsible for authorizing and approving the Work performed under this Agreement shall be the Director of Public Works (“Director”), provided, however, that the City may, at its sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

2. When the need for Work arises, the Director will contact contractors on the City's on-call list to obtain information regarding the contractor's availability and price. Upon notification by the City of the scope of a given task, the Contractor shall deliver, in writing or by fax, a signed quote indicating:

- a. Contractor's availability to perform the Work requested;
- b. The not-to-exceed prices (based on the Contractor’s bid item pricing in response to RFP 2024-001) to perform the Work; and
- c. The estimated time for performance of the Work.

If selected to perform the Work, a Task Order will be executed by the Contractor, which shall incorporate by reference all applicable provisions of this Agreement and the Contractor’s quote. Once the Contractor accepts a Task Order, the Contractor is obligated to perform the Work within the time specified in the Task Order. This Agreement does not guarantee that the City will provide any Work to the Contractor or any particular amount of Work.

3. Contractor shall be responsible for:

- a. The performance of the Work for the compensation specified in the Task Order, such compensation intended to cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance, and the manner and time specified in the Task Order; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

- b. The professional quality, technical accuracy and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work;
- c. Unless otherwise specified in the Task Order, to provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction, and services for the proper execution and completion of the Work; and
- d. To maintain all records pertaining to costs incurred and making such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three years from the date of final payment hereunder.

4. Contractor shall notify the Director when the Work is completed and contractor is vacating the job site. All Work shall be done to the satisfaction and approval of the City, which shall be the sole judge of the work and materials in respect of both quality and quantity, and the City's decision with regard to Work or materials, or as to the meaning and intention of this Agreement, or any part or parts thereof, shall be binding and final upon the Contractor.

5. Contractor represents that it has the skill and expertise and the necessary personnel and equipment to perform the Work and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency. Unless otherwise specified, all material and equipment provided shall be new and in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.

6. City shall pay Contractor, as full compensation for all services to be provided hereunder, in accordance with the Contractor's bid tabulation as submitted in response to RFP 2024-001 attached hereto as Exhibit A. Payment shall be made after the Work is satisfactorily completed and inspected, and upon the receipt and acceptance of a detailed, certified payment invoice. Payment will be made to the Contractor's designated mailing address.

7. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor. The term of this Agreement is from \_\_\_\_\_, 2024 to \_\_\_\_\_, 2025, unless terminated sooner by the City as provided herein. The agreement may be extended annually upon approval of both parties. The term of this Agreement, including all extensions, shall not exceed four calendar years.

8. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve the Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such subcontract all of the terms and conditions of this Agreement and make subcontractor subject thereto.

9. City shall have the right to terminate this Agreement at any time should the City determine such termination to be in the best interests of the City. In the event of such termination, the Contractor shall be compensated in accordance with the terms of the Agreement for all services performed to the date of such termination, plus any retention and approved costs. All drawings and documents prepared by Contractor shall become the property of City.

10. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of

this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

11. The Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees, and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the Work.

12. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or Subcontractors.

a. Hold Harmless and Indemnification: The Contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor, its agents, employees, or any third parties on account of bodily or personal injuries, death, or damage to property arising out of services or Work performed or omissions of work or in any way resulting from the acts, negligent or otherwise, or omissions of the Contractor, its agents, employees, assigns, and/or Subcontractors under this Contract.

b. Contractor's Insurance: Insurance required under all sections herein shall be in effect for the duration of the Contract. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of New Mexico. No Contractor or Subcontractor shall commence Work under this Contract until all required insurance has been obtained. During the term of this Contract, the Contractor shall, not less than thirty (30) days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the City a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these Contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without thirty (30) days' written notice by certified mail to the Contractor and the City. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

c. The Contractor shall carry Workers' Compensation Insurance. Such Workers' Compensation Insurance shall protect the Contractor from claims made by its own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance. If Contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

d. The Contractor shall carry Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products, and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$1,000,000 per occurrence; aggregate limit of \$2,000,000

e. The Commercial General Liability Insurance and Automobile Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the Work under this Contract, or operations incidental thereto, whether such Work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or the Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not

less than one (1) year after final payment or anytime the Contractor goes on to the location of the project.

f. The Contractor's liability insurance policies shall list the City of Alamogordo as an additional insured. The City of Alamogordo includes its officers, elected and appointed officials, and employees. Should the Contractor not be able to list the City as an additional insured, the Contractor shall purchase a per-occurrence City's/Contractor's Protective policy with the City of Alamogordo as the insured party in the same occurrence and aggregate limits as those indicated above for the Contractor's Commercial General Liability Insurance policy.

g. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading, or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.

h. The Contractor's insurance coverage shall be PRIMARY insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

13. Equal Employment Opportunity. All hiring and other employment practices shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

14. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

15. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

16. In the event of litigation or arbitration concerning the Contract, venue shall be the Thirteenth Judicial District in and for the County of Otero, New Mexico, and the Contract shall be interpreted according to the laws of New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

By: \_\_\_\_\_

NM Taxpayer Identification Number: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

CITY OF ALAMOGORDO, NEW MEXICO  
a New Mexico municipal corporation

By: \_\_\_\_\_  
Rick Holden, City Manager

ATTEST:

\_\_\_\_\_  
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ashley Smith, City Attorney