

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

**City of Raton**  
**Giordano Building Demolition**  
**Project**

**Project No. COR-52123**

**June 2023**



**Contracting Agency**

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

## **Invitation to Bid**

The City of Raton  
Giordano Building Demolition Project  
Project No. COR-52123

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton for the Giordano Building Demolition Project - Project No. COR-52123. The work shall generally consist of the demolition, removal, loading, hauling, and legal and approved disposal of two designated commercial structures located at 220 South Second Street in Raton, New Mexico.

Sealed bids shall be received until Tuesday, June 20, 2023 at 2:00 PM at the office of the City Manager as follows:

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

Project specifications and documents can be obtained at the City of Raton Official Website: <https://www.ratonnm.gov/184/Bids-Requests-for-Proposals> or by contacting the City of Raton Chief Procurement Officer.

Bids received after this date and time will be returned unopened. Bids will be opened and publicly read aloud immediately after the specified closing time. All interested parties are invited to attend the bid opening. Complete sets of bidding documents are available from the City of Raton as listed above. Bid security in the amount of 5% of the amount bid must accompany each Bid in accordance with the Instructions to Bidders.

Posted by: Michael Anne Antonucci  
Chief Procurement Officer  
May 25, 2023

# 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 BID SECURITY**

- 4.2.1 Bid security in an amount equal to at least five percent of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (§13-1-146 NMSA 1978). The bid security shall be in the amount of 5% of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (§13-1-147A NMSA 1978).
- 4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (§13-1-147B NMSA 1978).

## **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 SUBCONTRACTORS**

- 4.5.1 The bidder shall list the Subcontractors or material suppliers he proposes to use for all trades or items on the Subcontractor Listing form. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Engineer and the Owner for any reason as outlined herein.
- 4.5.2 The Engineer or the Owner shall consider any request for a change in the listed firms, if the Bidder can furnish evidence of being able to perform the Work in a manner more satisfactory and beneficial to both the Owner and the Bidder by not using the listed firm. Satisfactory reasons for a substitution may include the inability to bond or lack of evidence of being able to furnish acceptable materials on schedule. Also, if the Bidder has made a legitimate error in listing a low Subcontractor, a request for substitution, made after the Bid opening with the Engineer's and the Owner's approval, will be considered. The proof of error must be conclusive, based upon the approval of said evidence by the listed Subcontractor or material supplier and/or any other confirmation satisfactory to the Engineer or the Owner.

- 4.5.3 The Bidder shall not list himself as the supplier or as the Subcontractor for any trade unless he has previously performed work of this type or can prove to the Engineer's and the Owner's satisfaction that he has, or will obtain, fully adequate facilities and plans to perform the work with his own forces.
- 4.5.4 Omission or non-compliance with the intent of the Subcontractor Listing form will be grounds for considering a Bid as nonresponsive.
- 4.5.5 Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the Owner or the Engineer, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Engineer has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute Subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid Security will not be forfeited.
- 4.5.6 The Successful Bidder shall, within 7 calendar days of notice of the award of a Contract for the Work, submit the following information to the Engineer: (A) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and (B) A list signed by all Subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing form submitted with the Bid.
- 4.5.7 The Successful Bidder will be required to establish to the satisfaction of the Engineer and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- 4.5.8 Persons and organizations proposed by the Bidder and to whom the Owner and the Engineer have made no reasonable objection under the provisions of paragraph 4.5.7 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Engineer and the Owner.
- 4.5.9 No Successful Bidder shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.
- 4.5.10 The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Owner after verification of the current eligibility status.

#### **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:

Bid Bond/Guarantee (fully executed).  
Itemized Bid Proposal Form - Signed, sealed and attested.  
Bidder's List of Subcontractors  
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:

**GIORDANO BUILDING DEMOLITION PROJECT  
PROJECT NO. COR-52123  
JUNE 20, 2023 – 2:00 PM**

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 paragraph 4.2.

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).

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 SUBMITTALS TO ENGINEER**

Within seven (7) days after Notice of Award, the following shall be submitted to Engineer:

- (A) The required bonds and certificates of insurance.
- (B) The requirements under subparagraph 4.5.6; and
- (C) A brief resume of the successful bidder's Superintendent.

### **6.2 RETURN OF BID SECURITY**

All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of the contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder but will be released by the Purchasing Agent after the Notice of Award is sent by the Owner.

### 6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned, together with both the Contract Bonds 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 Bonds and 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**

**Project:** Giordano Building Demolition Project  
June 20, 2023 – 2:00 P.M.

**Bid submitted to:** City of Raton  
224 Savage Avenue  
Post Office Box 910  
Raton Municipal Building  
Raton, New Mexico 87740  
(505) 445-9551

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

Gentlemen:

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

**Base Bid Schedule:**

Item No.	Description	Units	Amount Bid to Complete the Work
1.	Removal, Demolition, Loading, Hauling, Approved Disposal of Two Designated Commercial Structures.		
	Include All Appurtenant Costs and Expenses Excluding New Mexico Gross Receipts Tax	Fixed Price	_____
	New Mexico Gross Receipts Tax @ @ 8.2583% Of Subtotal Above		_____
	Total Bid Amount – Base Bid plus NMGR		_____

Note – The basis for award of the Bid 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:

- A. City of Raton reserves the right to reject any or all bids, to waive any informalities, or to accept any portion of the bid as is in the best interest of City of Raton.
- B. 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, Payment Bond in the amount of One Hundred Percent (100%) of the total bid amount 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 Raton Water Works as liquidated damages, and Raton Water Works may proceed to award the contract to others.
- C. City of Raton reserves the right to increase or decrease any or all quantities as in the best interest of City of Raton.
- D. To commence work within 30 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 90 calendar days. Liquidated Damages in the amount of two hundred dollars (\$200.00) per consecutive calendar day shall be paid by the Contractor to the Owner for each calendar day in excess of the 90 calendar day construction time.
- E. The Bidder has examined the site, the project documents, drawings, 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 Work. The Contractor does not consider additional examination, investigation, tests, studies or data necessary for performance of the Work at contract unit prices, in accordance with terms and conditions of the Contract Documents, and within stated contract times. Contractor agrees that Contract Documents are generally sufficient to indicate and convey understanding of all terms, conditions and requirements for performance and furnishing of the Work.
- F. In accordance with NMSA 13-4-13.1.1., 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.
- G. The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified New Mexico Resident Contractor and NMSA 13-1-21/ 13-1-22 regarding Certified Veterans Preference or Native American resident contractor or Native American resident veteran contractor in this procurement.

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

\_\_\_\_\_

\_\_\_\_\_

The bid security in the sum of \_\_\_\_\_

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

Respectfully Submitted:

Firm Name: \_\_\_\_\_

By (Signature and Print Name): \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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: \_\_\_\_\_

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

Secretary  
(If Applicable)

**BID BOND**

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

**BID**

Bid Due Date:  
Description (*Project Name— Include Location*):

**BOND**

Bond Number:  
Date:  
Penal sum

\_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Title Title

*Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venture's, if necessary.  
applicable.*

\_\_\_\_\_

\_\_\_\_\_



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

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# **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 "B" – GENERAL BUILDING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
<b>Asbestos Workers/Heat and Frost insulators</b>	35.56	12.26	0.60
<b>Asbestos Workers/Heat and Frost insulators: Los Alamos County</b>	37.99	12.26	0.60
<b>Boilermaker/blacksmith</b>	35.88	32.28	0.60
<b>Boilermaker/blacksmith: San Juan County</b>	36.83	31.88	0.60
<b>Bricklayer/Block layer/Stonemason</b>	24.97	9.50	0.60
<b>Carpenter/Lather</b>	27.73	12.14	0.60
<b>Carpenter: Los Alamos County</b>	33.18	13.58	0.60
<b>Millwright/pile driver</b>	37.10	28.30	0.60
<b>Cement Mason</b>	23.04	11.30	0.60
<b>Electricians-Outside Classifications: Zone 1</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classification: Zone 2</b>			
Ground man	25.43	11.76	0.60
Equipment Operator	36.48	16.09	0.60
Lineman or technician	46.09	18.52	0.60
Cable Splicer	47.22	18.81	0.60
<b>Electricians-Outside Classifications: Los Alamos County</b>			
Ground man	26.15	11.78	0.60
Equipment Operator	37.54	16.13	0.60
Lineman or technician	47.29	18.82	0.60
Cable Splicer	51.93	19.98	0.60

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
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**Electricians-Inside Classifications: Zone 1**

Wireman/low voltage technician	36.75	12.40	0.60
Cable Splicer	40.43	12.51	0.60

**Electricians-Inside Classification: Zone 2**

Wireman/low voltage technician	40.06	12.50	0.60
Cable Splicer	43.74	12.61	0.60

**Electricians-Inside Classification: Zone 3**

Wireman/low voltage technician	42.26	12.57	0.60
Cable Splicer	45.94	12.68	0.60

**Electricians-Inside Classification: Zone 4**

Wireman/low voltage technician	46.31	12.69	0.60
Cable Splicer	49.99	12.80	0.60

**Electricians-Inside Classification: Doña Ana, Hidalgo, Luna and Otero Counties**

Wireman/low voltage technician	32.07	9.81	0.60
Cable splicer	32.07	9.81	0.60

**Electricians-Inside Classification: Los Alamos County**

Wireman/low voltage technician	42.26	14.68	0.60
Cable Splicer	45.94	14.98	0.60
<b>Elevator Constructor</b>	48.93	37.49	0.60
<b>Elevator Constructor Helper</b>	39.14	37.49	0.60

**Glazier**

Journeyman/Fabricator	21.25	6.70	0.60
Delivery Driver	12.00	6.70	0.60
<b>Glazier: Los Alamos County</b>	21.25	6.70	0.60
<b>Ironworker</b>	28.05	18.30	0.60
<b>Painter</b>	18.25	8.50	0.60

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
<b>Painter: Los Alamos County</b>	29.51	10.35	0.60
<b>Paper Hanger</b>	18.25	8.50	0.60
<b>Paper Hanger: Los Alamos County</b>	30.33	10.35	0.60
<b>Drywall Finisher/Taper - Light Commercial &amp; Residential</b>			
Ames tool operator	26.82	8.40	0.60
Hand finisher/machine texture	25.82	8.40	0.60
<b>Drywall Finisher/Taper – Light Commercial &amp; Residential: Los Alamos County</b>	29.51	10.35	0.60
<b>Plasterer</b>	24.34	9.79	0.60
<b>Plumber/Pipefitter</b>	35.11	13.40	0.60
<b>Roofer</b>	26.94	9.36	0.60
<b>Sheet Metal Worker</b>			
Zone 1	35.44	19.00	0.60
Zone 2 – Industrial	36.44	19.00	0.60
Zone 3 – Los Alamos County	37.44	19.00	0.60
<b>Soft Floor Layer</b>	21.00	9.20	0.60
<b>Soft Floor Layer: Los Alamos County</b>	29.55	10.45	0.60
<b>Sprinkler Fitter</b>	34.18	24.44	0.60
<b>Tile Setter</b>	24.46	8.81	0.60
<b>Tile Setter Helper/Finisher</b>	16.53	8.81	0.60
<b>Laborers</b>			
Group I- Unskilled	19.25	7.93	0.60
Group II – Semi-skilled	19.25	7.93	0.60
Group III- Skilled	20.25	7.93	0.60
Group IV - Specialty	22.50	7.93	0.60



Trade Classification	Base Rate	Fringe Rate	Apprenticeship
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**Masonry Laborers**

Group I- Unskilled and Semi-Skilled	19.75	8.09	0.60
Group II- Skilled	21.50	8.09	0.60
Group III- Specialty	22.00	8.09	0.60

**Operators**

Group I	23.32	7.67	0.60
Group II	25.48	7.67	0.60
Group III	25.94	7.67	0.60
Group IV	26.38	7.67	0.60
Group V	26.57	7.67	0.60
Group VI	26.78	7.67	0.60
Group VII	26.89	7.67	0.60
Group VIII	29.93	7.67	0.60
Group IX	32.32	7.67	0.60
Group X	35.72	7.67	0.60

**Truck Drivers**

Group I-VII	16.65	8.27	0.60
Group VIII	16.71	8.27	0.60
Group IX	18.65	8.27	0.60

**NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at <https://www.dws.state.nm.us/public-works>.**

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at [www.dws.state.nm.us](http://www.dws.state.nm.us).





## 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 the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$                     .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 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. Not Used
  9. Addenda (number \_\_\_\_\_ , inclusive);
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_ , inclusive);
    - b. CONTRACTOR's Bid (pages **BPF- 1** to **BPF-4** ,inclusive);
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award ( \_\_\_\_\_ );
  11. 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);
- 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: \_\_\_\_\_

## 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)

# 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.

# 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.

## **Standard General Conditions**

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

**Engineers Joint Contract Documents Committee (EJCDC) C-700-2013,  
Standard  
General Conditions of the Construction Contract**

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

EJCDC publications may be obtained from:

National Society of Professional Engineers Alexandria, VA 703-684-2800  
[www.NSPE.org](http://www.NSPE.org)

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

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

## Supplementary General Conditions

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

### 1. Project Owner:

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

### 2. Insurance

A. Delete paragraph 2.05.C from the Standard General Conditions in its entirety and insert the following in its place:

Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates of insurance which CONTRACTOR is required to purchase and maintain in accordance with Article 5 of the Standard General Conditions, as well as other evidence of insurance as requested by OWNER.

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

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



The Contractual Liability coverage required by paragraph 5.04 B 4 of the General Conditions shall be provided by the CONTRACTOR as part of the CONTRACTOR'S General Liability coverage.

Additional liability coverage for OWNER and ENGINEER shall be provided by endorsement as additional insured on CONTRACTOR'S General Liability Policy.

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

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 ninety (90) calendar days from the date of commencement of the Work, until the date of Substantial Completion.

4. Guarantee:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Owner's Acceptance. The Contractor shall warrant and guarantee for a period of one (1) year from the date of Owner's Acceptance of the system that the completed system is free from all defects due to faulty material or workmanship. The Contractor shall promptly make such corrections, as may be necessary including the repairs of any damage to other parts of the system resulting from such defects. The Owner, if they have taken over the system, will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Refer to the form Letter of Guarantee to be included with final close-out documents.

## SPECIFICATIONS

### **DEMOLITION and REMOVAL OF TWO COMMERCIAL STRUCTURES 220 SOUTH SECOND STREET RATON, NEW MEXICO**

#### **PART 1 – GENERAL PROVISIONS**

The City of Raton is seeking competitive bids for the demolition, removal and scrap material disposal of structures at a commercial tract generally known as the Giordano property located at 220 South Second Street. The structures generally consist of two masonry and wood framed structures as detailed on attached plans and specifications.

Before submitting a bid, the bidder will have visited the site and be familiar with the existing conditions found at the project site, including condition of designated structures, foundation conditions, areas available for equipment operations, loading and hauling, and requirements for protection of adjacent structures, property and related considerations. Failure of the bidder to thoroughly review and understand the existing conditions will not be grounds for a change order, additional payments, or additional construction time.

#### **STANDARD GENERAL CONDITIONS**

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

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

Contractor shall be responsible for obtaining this publication at his cost and examining the governing General Conditions applicable to this project. Contractor may, at his option, examine the publication at the office of the City of Raton.

#### **SCHEDULE**

The City of Raton shall review the sealed bids submitted within 60 days after bids are due and may award the contract for construction at the discretion of the City of Raton. The City of Raton may reserves the right to reject all bids based on budget or other factors. A Notice of Award will be provided to the awarded contractor. After a contract is signed by all parties a Notice to Proceed will be sent to the Contractor. The Contractor shall commence work within 30 calendar days after the date of the Notice of Proceed. Work shall be completed within 90 days.

INSURANCE

The Contractor shall purchase and maintain throughout the life of the Contract, at no additional cost to the Owner, insurance coverage for not less than the following amounts or greater as required by law or regulations:

Workman's Compensation:	Statutory
Comprehensive General Liability	
Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$500,000
Combined Single Limit	\$1,000,000

The insurance shall include the interests of the City of Raton (whom shall be listed as additional insured party), and shall insure damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals).

WASTE

Contractor will keep debris from accumulating and will dispose of waste legally.

REQUIREMENT FOR PRE-CONSTRUCTION MEETING

Project Manager for the City of Raton shall schedule preconstruction meeting for the purpose of discussion of requirements for execution of the work. Contractor shall provide all supervisory staff, equipment operators, and other skilled personnel for mandatory attendance at the preconstruction meeting for instruction by the Project Manager in project requirements. The preconstruction meeting shall provide opportunity for the City of Raton to clarify its requirements and the Contractor's obligations under the Contract. All replacement personnel beginning work on the project following preconstruction meeting shall be required to attend project requirement training.

## **PART 2 – TECHNICAL PROVISIONS**

### **DESCRIPTION of STRUCTURES**

**Structure 1:** Two story masonry and wood framed commercial structure, approximate dimensions = 70 feet X 35 feet.

**Structure 2:** Single story masonry and wood framed commercial structure, approximate dimensions = 30 feet X 26 feet.

Brick retaining wall to remain. No damage to adjacent structures shall be damaged during demolition or removal of designated structures.

### **DEMOLITION PROCESS**

Demolition and site clearance will consist of the demolition and removal of all structures and accessory buildings, walls, roofs, columns, floors, piers, partitions, chimneys, mechanical features and any other structures to ground level and above ground level. Basement structure shall be removed, and Contractor shall fill basement space with clean select fill material. Owner shall provide fill material source for use at Contractor's option. Contractor shall load, haul and place fill material as required to complete a level final pad at the site. All work shall be done for a lump-sum fixed price. The Contractor shall notify all utility providers of the demolition and shall coordinate utility removal or relocation as required.

Contractor shall not be required to remove walks, concrete slabs, retaining walls, or trees and bushes. Removal of trees or stumps may be required in order to perform the work, and such removal of trees or stumps shall be considered incidental, with no additional payment made to Contractor. Filling of excavations and the grading of the site shall be completed by the Contractor following demolition.

Contractor shall perform demolition in a manner to protect adjacent structures and property. Common walls located on property boundary shall be removed by Contractor without damage or disruption to adjacent property. If damage to adjacent property results from Contractor's operations, Contractor shall be responsible for repair at his own expense. The Contractor shall be responsible for all damage to private or public property as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance.

Contractor shall perform the work in a manner to prevent or mitigate demolition material from becoming windborne and from being blown into the street or on adjoining property. Contractor shall implement measures as necessary to control dust during demolition operations.

All material resulting from demolition shall become the property of the Contractor for disposal off-site at the Contractor's expense, in accordance with all applicable laws, statutes and ordinances. Disposal of waste material and debris shall proceed simultaneously with demolition of structures. Once the demolition is started, it shall be continued until completed. Demolition waste shall be transported and disposed of by

Contractor in a legal manner at an approved landfill or approved waste disposal facility. The City of Raton shall provide approval of all disposal methods and facilities prior to disposal.

The City of Raton assumes no responsibility for the condition of existing structures and conditions of the site, nor for their continuance in the condition existing at the time of issuance of this Solicitation or thereafter. No adjustment of contract price or allowance will be made for any change in conditions which may occur.

## **INCIDENTAL WORK**

The work shall include removal and legal disposal of all incidental waste materials currently located within the designated building, or out of the buildings but lying anywhere on the tract generally described as 220 South Second Street. Incidental waste materials that shall be removed and disposed by Contractor include, but are not limited to, trash, garbage, litter, animal waste, furniture, furnishings, clothing, appliances, housing contents, mattresses or other bedding, rocks, adobe, bricks, blocks, insulation, pipes, wires, limbs, wood, lumber, roofing, fencing, or any building or waste materials whatsoever. Contractor may remove trees, stumps, brush or vegetation if written approval is granted by the City of Raton prior to removal. Contractor shall prevent dust or wind-blown material, or shall thoroughly clean and remove any wind-blown material that may occur from the project site or any adjacent or affected property.

Contractor shall employ health, safety and environmental protection measures appropriate to classifications of materials encountered in order to protect workers, adjacent property, and the public.

Contractor shall implement reasonable measures to protect adjacent property when common fences, walls or barriers are impacted by demolition measures. All incidental work shall be performed and completed by the Contractor with no additional payment by the City of Raton. Incidental work shall be included in the lump sum fixed price as stated in bid and contract documents.

## **PROJECT SAFETY**

Safety and traffic control shall conform to OSHA and the Manual on Uniform Traffic Control Devices respectively and to be the sole responsibility of the contractor and no direct payment will be made. Demolition activities shall be performed so as to minimize disturbance and disruption to area residents and traffic. Safety, Traffic Control and Mobilization are incidental and no direct payment will be made. Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental.

Contractor shall monitor demolition operations for hazards from falling debris or damage to adjacent property. Contractor shall implement bracing, shoring or support to protect from uncontrolled movement or collapse.

Use of explosives or burning at the project site shall be strictly prohibited. On-site storage of demolition material shall be prohibited.





**View of Structure 1 From Second Street; East Elevation**



**Structure 1 – North Elevation**



**Structure 1 – North & West Elevations**



**Vacant Lot and Retaining Wall**



**Vacant Lot North of Structures**



**Vacant Lot – View West Toward Alley**

**Photos of 220 South Second Street**





**View of Structure 2 North Elevation**



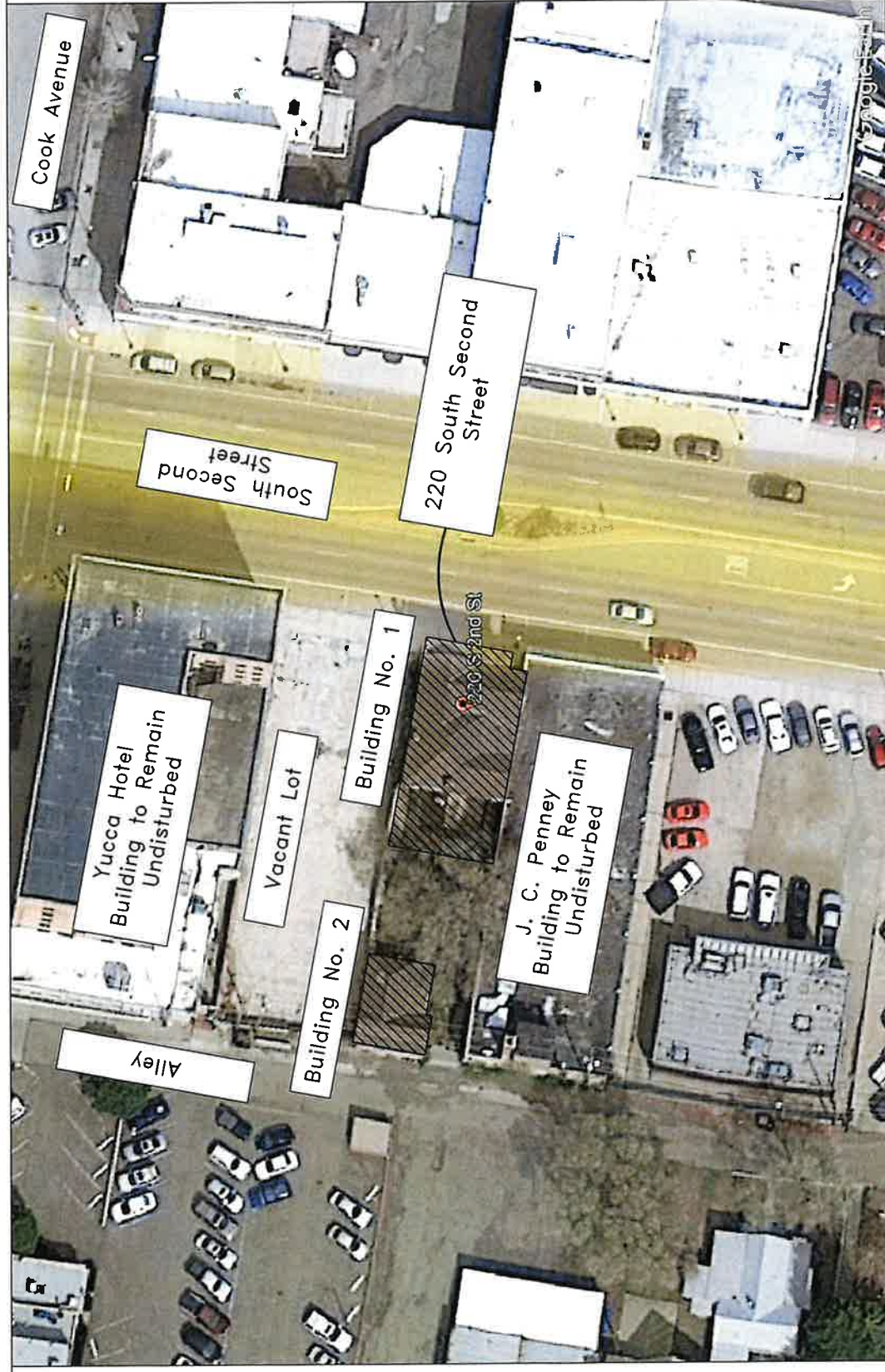
**Rear Yard – Structure 2 in Foreground**



**Structure 2 – West Elevation From Alley**

**Photos of 220 South Second Street**





**Giordano Building Site Plan**  
 Located at 220 South Second Street  
 Raton, New Mexico  
 Not To Scale 5/22/2023

*Project Notes:* Contractor shall demo Building 1 and Building 2 as shown, including basement wall elements. Contractor shall remove, load, haul and appropriately dispose of building debris and waste material. Brick Retaining Wall to remain. Penneys building shall remain undisturbed. Vacant lot is City-owned and may be utilized during Contractor's operations. All debris shall be removed from vacant lot by contractor.