

Project Manual
Contract Documents and Specifications

City of Raton
2020 Crack Sealing Pavement
Preservation Project

Funded by Cooperative Agreement (Control No. L400447)

June 2020



Contracting Agency

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

Invitation to Bid

Notice is hereby given that competitive sealed bids will be accepted by the City of Raton for the 2020 Crack Sealing Pavement Preservation Project funded by Cooperative Agreement (Control No. L400447). The work shall generally consist of preparing and cleaning cracks and joints in designated street surfaces and sealing existing cracks with hot-poured sealant.

Sealed bids shall be received until Tuesday, June 30, 2020 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

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. A complete set of bid documents are available for download on the City's website www.ratonNm.gov or by contacting City Clerk/Chief Procurement Officer, Michael Anne Antonucci at 575-445-9451 or by email at mantonucci@cityofraton.com. 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
City Clerk/Chief Procurement Officer
June 11, 2020

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 actually 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:

**2020 CRACK SEALING PAVEMENT PRESERVATION PROJECT
COOPERATIVE AGREEMENT (CONTROL NO. L400447)
TUESDAY, JUNE 30, 2020 AT 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: 2020 Crack Sealing Pavement Preservation Project
Cooperative Agreement - Control No. L400447
Tuesday, June 30, 2020 at 2:00 PM

Bid submitted to: The 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 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	Estimated Quantity	Unit Bid Price	Amount Bid
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General

1. Mobilization and Demobilization
Section 621; NMDOT Standard Specifications

Lump Sum	1		
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2. Hot Applied Joint and Crack Sealing
Various Designated City of Raton Streets
Asphalt Pavement
ASTM D6690-06a type I
Section 411; NMDOT Standard Specifications

Pound 30,000 _____

3. Traffic Control
Non-Restricted Hours
Where Work is Performed
Minimum 8 Hours per Day

Hour 40 _____

**Subtotal of all Base Bid Items 1 to 3, Excluding
New Mexico Gross Receipts Tax** _____

**New Mexico Gross Receipts Tax @ 8.5083%
Of Subtotal Above** _____

Total Bid Amount – All Base Bid Items 1 to 3 plus NMGR _____

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

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

- A. The 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 the 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 The City of Raton as liquidated damages, and the City of Raton may proceed to award the contract to others.

- C. The City of Raton reserves the right to increase or decrease any or all quantities as in the best interest of the City of Raton. Bidder acknowledges that the City of Raton may adjust quantities as necessary to meet project funding and budget appropriation.
- 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 in this procurement.
- H. Division 100 of New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, (Current Edition, including Addenda, Special Provisions, and Supplemental Documents) shall apply as General Provisions for the project in all aspects relating to performance of the work and contract. The Project Owner is the City of Raton, whose address is 224 Savage Avenue, Post Office Box 910, Raton, New Mexico 87740
- I. 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.

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 _____, 2020

Respectfully Submitted:

Firm Name: _____

By (Signature and Print Name): _____

Title: _____

Business Address: _____

Business Telephone: _____

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

New Mexico Department of Labor
Labor Enforcement Registration Number _____

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

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

Contractor's Federal I.D. Number: _____

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.

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

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

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

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

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

Preference percentages will be determined pursuant to the statutes as follows:

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

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

TECHNICAL SPECIFICATIONS

PART 1 – GENERAL PROVISIONS

All work shall be performed in accordance with Project Drawings, Specifications, and Contract Documents. Work not covered by Project Drawings Specifications and Contract Documents shall be performed in accordance with New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, (Current Edition, including Addenda, Special Provisions, and Supplemental Documents; hereinafter called NMDOT Specifications) and NMDOT Standard Drawings for Highway and Bridge Construction as applicable.

Where differences, conflicts, or discrepancies occur between Project Drawings, Specifications, and Contract Documents, NMSA Standard Specification; the Project Specific Drawings, Specifications and Contract Documents shall take precedence and apply to work. Quantities are given only as a guide to contractor; contractor must satisfy and inform himself of required quantities by field verification before submitting bid. Owner reserves the right to make alterations in the work as may be necessary to complete the work as originally intended. The Owner may increase or decrease quantities indicated in bid documents to meet available project funding. Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental.

The Contractor shall supply all labor, equipment, tools, supervision, materials, parts and appurtenances, whether or not specifically required or detailed by Project Drawings, Specifications, or Contract Documents, to complete a fully functional project. Where applicable, material manufacturer's recommendations or specifications shall be submitted by the Contractor to the Owner's Project Representative and shall receive written approval for incorporation into the work. If approved, manufacturer's recommendations or specifications shall be fully complied with. The Contractor is required to supply qualified and competent labor and supervision capable of completing the requiring work in a timely manner and the necessary equipment in safe and good working condition suitable for the required work. Contractor shall be responsible for protection of the site, work, and materials from adverse effects resulting from weather and environmental conditions, drainage, runoff, groundwater, surface water, traffic, vandalism, equipment damage, or other potentially harmful conditions until final acceptance of the work by Owner. Any damaged work or materials shall be removed and replaced at the Contractor's expense, with no additional cost to Owner. Contractor shall be responsible for safety of workmen, the public, and the Owner or representatives of the Owner.

Construction Sequencing, Safety and Traffic Control - Safety and traffic control shall conform to OSHA and the Manual on Uniform Traffic Control Devices respectively and to be the sole responsibility of the contractor and no direct payment will be made. The Contractor shall prepare and submit a Traffic Control Plan and a Construction Sequence Plan that will ensure reasonable access to residents. Construction and/ or demolition activities shall be scheduled so as to minimize disturbance and disruption to area residents and traffic. Street closures resulting in limitation of service to residences shall be limited to a maximum 8 hour period. In no case shall limitations of access continue overnight. The Contractor is responsible to provide adequate notification to all affected persons prior to street closure.

Materials – The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new. Contractor shall provide materials certificates of compliance to the Project Engineer for all materials for all contract items.

Contractor shall provide complete documentation to demonstrate compliance of materials with project specifications and applicable standards. Sampling, testing, preparation of mix designs or certified test reports or other compliance activities shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these activities.

Storage, handling, and transporting materials, and other similarly appurtenant tasks, shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these tasks.

Contractor quality control is the responsibility of the Contractor and is concerned with detecting changes in production, then taking the necessary steps to control the process to correct the change in production. Contractor quality control involves decisions based on the results of random samples of a small fraction of production material. The Contractor shall implement quality control procedures that will effectively monitor material quality and the Contractor shall inform the Project Engineer of material conditions. Quality control shall be considered incidental to the work, and no direct payment shall be made from the Owner to the Contractor for these tasks.

Appurtenant Work and Materials - Necessary work, materials, equipment and appurtenances needed to complete the project for which there is no bid item shall be considered as incidental. Flood control, dewatering, water bypass, staging, material storage, handling and protection, use of water, electricity, waste hauling and disposal, and construction administration, planning and management by the Contractor are incidental and no direct payment will be made. Necessary work and materials needed to complete the project for which there is no bid item shall be considered as incidental and shall be provided by the Contractor without additional payment by Owner.

The Contractor is responsible for obtaining all necessary construction water, and all costs associated with construction water or other utilities necessary for the prosecution of the work or appurtenant usages. Contractor is responsible for removal, hauling and disposal of all waste and debris without additional payment by Owner.

SUBMITTALS

Submittals – The following submittals will be required and submitted to the Owner’s Project Representative.

1. All Materials Acceptance Data, Testing Reports and Information.
2. Traffic Control and Safety Plan.

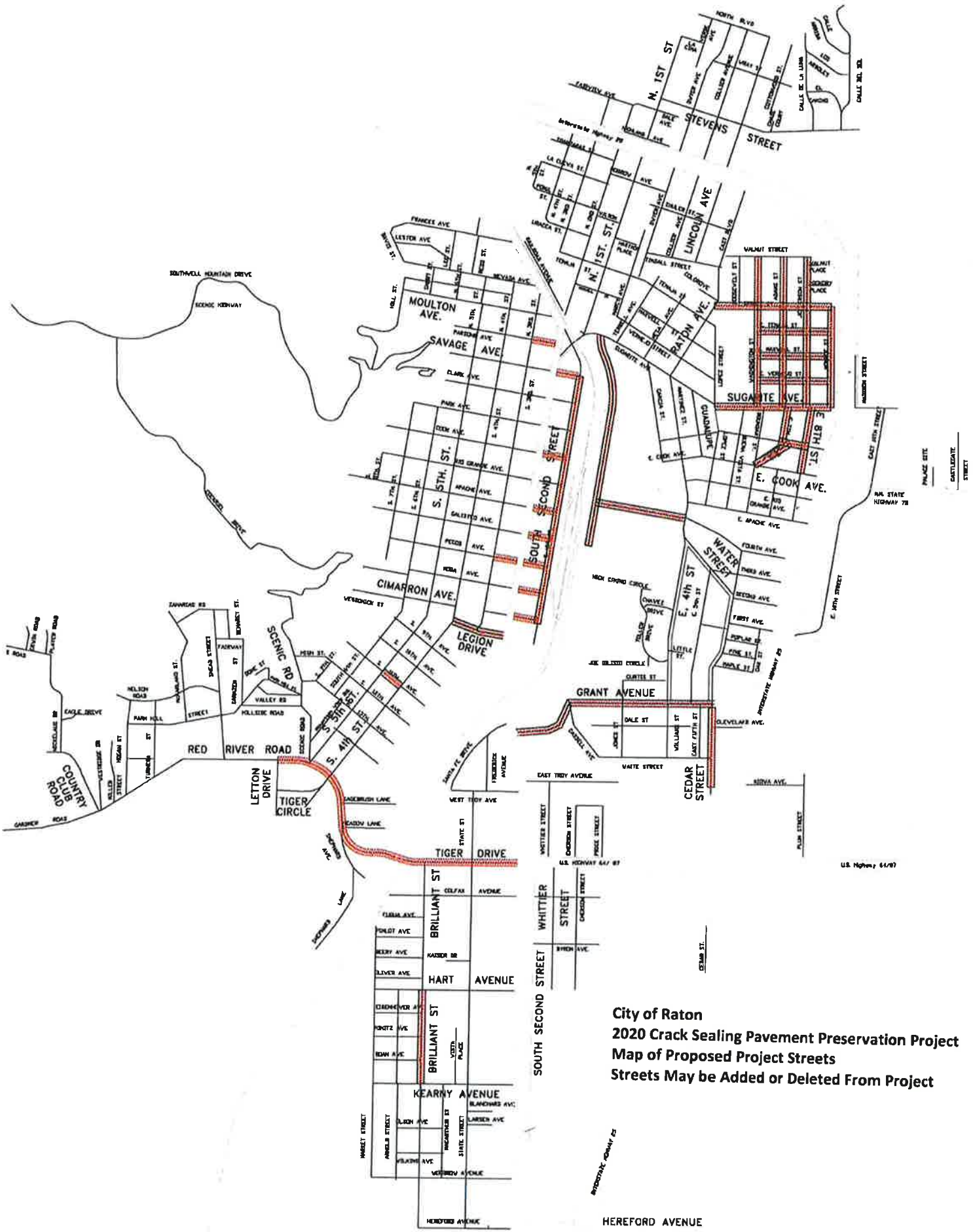
PART 2 – DESCRIPTION OF BID ITEMS

The following descriptions include work required and included for payment of specified item. Item may be considered either a bid item, or a contract item. Contractor shall provide all appurtenant or incidental equipment, labor, material and work necessary for a fully functional installation without additional payment, whether specifically described herein or not.

Item 1: MOBILIZATION – In accordance with the requirements of Section 621, NMDOT Standard Specifications. Work under this item shall be paid for at the lump sum contract price.

Item 2: HOT APPLIED JOINT AND CRACK SEALING – In accordance with the requirements of Section 411, NMDOT Standard Specifications. Work under this item shall be paid for at the contract price per pound of crack sealing material constructed in place.

Item 3: TRAFFIC CONTROL – In accordance with the requirements of Section 618, NMDOT Standard Specifications. Work under this item shall be paid for at the contract price per hour of construction work requiring traffic control.



City of Raton
2020 Crack Sealing Pavement Preservation Project
Map of Proposed Project Streets
Streets May be Added or Deleted From Project

HEREFORD AVENUE

**Proposed Scope of Work
2020 Crack Sealing Pavement Preservation Project
Control No. L400447**

Street	Street Length (feet)	Estimated Quantity Crack Sealing (feet)
Washington Street	1475	2950
Washington Street	720	1152
Adams Street	2160	3024
Jefferson Street	2150	784
Monroe Steet	1460	2044
East 8th Street	960	1152
East 7th Street	575	690
Yankee Avenue	460	552
East Clark	400	480
Sugarite Avenue	1170	2106
Vermejo Avenue	1060	1484
East Maxwell Avenue	1060	1378
East Tenaja Avenue	1061	1592
East Tenaja Avenue	1730	2336
First Street	1570	4318
South First Street	2000	3000
Savage Avenue	300	360
Cook Avenue	300	825
Apache Avenue	300	750
Galisteo Avenue	300	750
Pecos Avenue	600	1320
Mora Avenue	260	546
Cimarron Avenue	300	450
Tiger Drive	4500	9450
Legion Drive	700	1050
South 11th	380	456
Grant Avenue	500	750
	28,451	45,748