

LEGAL NOTICE OF INVITATION FOR BID

LOVINGTON, NEW MEXICO

PROJECT NAME: HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I

BID NUMBER: 2025-010

The City of Lovington is starting Phase I of improvements to Avenue A. Project scope will include the demolition of existing asphalt and concrete structures such as sidewalk, ramps, curb and gutter, wheel stops and drive pads. Work will include sidewalks, curb and gutter, pavement, sidewalk culverts, concrete drive pad, electrical, water and sewer. Electrical work involves the installation of light poles, fixtures, pull box, and necessary wiring/conduit.

Electronic Bids will be accepted for this project on behalf of the City of Lovington. Bids must be submitted with a time stamp no later than 10:00 a.m. (MDT) on Wednesday, June 11, 2025.

Complete set of Electronic Bids in PDF format must be submitted via email to DRoybal@pettigrew.us with the Subject clearly marked as: **"SEALED BID ENCLOSED" 2025-010 HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I.** Files larger than 30MB must be separated into separate messages.

Bid Opening shall be conducted via Teleconference on Wednesday, June 11, 2025, at 10:00 a.m. (MDT).

Teams Meeting

ID: 2187972865088

Passcode: ik3cS3vq

The Bids received will be considered by the City of Lovington at its next regular meeting or at a special meeting as may be required. Bidders will be deemed non-responsive if the Bids are received after the bid date.

Complete set of the Bidding documents may be obtained electronically upon request. Send your request, contact information for plan holder list and email to: DRoybal@pettigrew.us and copy (cc) to: RZalmanek@pettigrew.us

Pre-bid conference will be held remotely on Friday, May 23, 2025, at 10:00 a.m. (MDT). Attendance is highly encouraged but is not mandatory.

Teams Meeting

ID: 233864955160

Passcode: RW9T6cw2

Submit your questions via email until 5:00 p.m. (MDT) on Friday, June 6, 2025.

In case of ambiguity or lack of clearness, the City of Lovington reserves the right to adopt the most advantageous thereof, or to reject any or all bids and waive irregularities.

SOLE POINT OF CONTACT :

PETTIGREW & ASSOCIATES, P.A.

David Roybal, PE

Phone: (575) 393-982

Email: DRoybal@pettigrew.us

(FOR OWNER USE ONLY)

Newspaper:	<u>Hobbs News-Sun</u>	Publish:	<u>05/11/2025</u>
Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>05/12/2025</u>
Newspaper:	<u></u>	Publish:	<u></u>
Website:	<u></u>	Publish:	<u></u>

Project Manual
Specifications and Contract Documents for:

**HISTORICAL DOWNTOWN ADA IMPROVEMENTS
PHASE I**

BID NUMBER: 2025-010



OWNER:
CITY OF LOVINGTON
214 S. Love St
Lovington, NM 88260

June 2025

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ENGINEERING CERTIFICATION

It is unlawful for the state or any of its political subdivisions to engage in the construction of any public work involving engineering unless the engineering is under the responsible charge of a licensed professional engineer.

Public Works Projects estimated \$100,000 or more shall be stamped by a Registered Professional Engineer.

This is to certify that I am a Registered Professional Engineer in the State of New Mexico, that these documents were prepared by me, or directly under my supervision, and that the same are true and correct to the best of my knowledge and belief.



David Roybal, P.E.
License Number 23576
State of New Mexico

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SECTION 1 – TERMS AND CONDITIONS

1. The Terms and Conditions will form part of the contract between the City of Lovington and the successful Bidder. Failure to comply with all of the Terms and Conditions may subject the offer to rejection.
2. All Bids must be received with a time stamp until **June 11, 2025 no later than 10:00 a.m. (MDT)**. Bidders will be deemed non-responsive if electronic Bids are received after the bid date.
3. Complete set of Electronic Bids in PDF format must be submitted via email to DRoybal@pettigrew.us with the Subject clearly marked as: **"SEALED BID ENCLOSED" 2025-010 HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I**. File sizes larger than 30MB must be separated into separate messages.
4. Bidders must examine Section 2 - Instructions to Bidders for complete Bid submission requirements.
5. The Bid shall exclude all State taxes. Nontaxable transaction certificates will be issued if requested.
6. It is the Bidder's responsibility to see that the Bid arrives on time. Late Bids, faxes, telegrams or telephone Bids will not be accepted.
7. Bid specifications indicate the minimum standard of quality, performance or other pertinent characteristics required.
8. In case of ambiguity in stating Bid prices, the City of Lovington reserves the right to adopt the most advantageous interpretation.
9. Bid Opening shall be conducted via Teleconference. Bidders are requested to submit their contact information and email to DRoybal@pettigrew.us with no later than 24 hours before the bid opening to receive an invitation.
10. The Bids received will be considered by the City of Lovington at its next regular meeting or at a special meeting as may be required.
11. All Bidders will be notified with a letter of Notification of Award.
12. The City of Lovington reserves the right to waive technical irregularities in the form of the offer which do not alter price, quality or quantity, and to reject any or all offers when it is in the best interest of the City of Lovington to do so.

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13. In signing this Bid, the Bidder certifies that there has been no direct or indirect action in restraint of free competitive Bidding in connection with this Bid submitted to the City of Lovington.
14. New Mexico Procurement Code, NM Stat § 13-1-28 through 199 (2020), NMSA 1978, as amended, shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
 - 14.1. Refer to Section 2 - Instructions to Bidders for Procurement under Existing Contracts.
15. It is expressly agreed and understood that the Contractor is not authorized to act as an agent of the City of Lovington or to enter into any contract on behalf of the City of Lovington. It is also acknowledged that the Contractor, its agents and employees, by virtue of award of this Bid, are not entitled to any fringe benefits available to the employees of the City of Lovington.
16. The Contractor will save and hold the City of Lovington harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the Contractor or employee or agent thereof connected in any way with Contractor's performance under this Contract.
17. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

PETTIGREW & ASSOCIATES, P.A.
Attention: David Roybal, PE
100 E Navajo Dr
Suite 100
Hobbs, NM 88240

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SECTION 2 – INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1. 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 to them in those documents.

- A. Addendum. A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, supplements, or changes the Bidding Documents or Contract Documents. Plural: Addenda.
- B. Alternate Bid. If required by the Bidding Documents, the amount to be added to the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
- C. Base Bid. Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.
- D. 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. This amount does not include gross receipts or local options taxes.
- E. Bid Lot. A major item of work for which a separate quotation or proposal is requested.
- F. Bidder. One who submits a Bid directly to the Owner, as distinct from a Subcontractor who submits a Bid to a Contractor.
- G. Bidding Documents. The Bidding Requirements and Contract Documents.
- H. Bid Form. A form which includes a specific space in which the Bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
- I. Bidding Requirements. Invitation for Bid, Pre-bid Conference (if mandatory), Terms and Conditions, Instructions to Bidders, Bid Form, Addenda, Bid Guaranty, and other related documents to any of these.
- J. Invitation for Bid. All documents including those attached or incorporated

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by reference or utilized for soliciting sealed Bids.

- K. Responsible Bidder. A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and 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 services, construction, or items of tangible personal property described in the Invitation for Bid.
- L. Responsive Bid. A Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
- M. 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 with the Owner is signed.

2. SOLE POINT OF CONTACT

- 2.1. Any inquiries, request, questions and bid submission during the procurement process shall be directed to the following point of contact:

PETTIGREW & ASSOCIATES, P.A.
David Roybal, PE
Phone: (575) 393-9827
Email: DRoybal@pettigrew.us

3. COPIES OF BIDDING DOCUMENTS

- 3.1. Complete sets of the Bidding Documents may be obtained as stated in the Invitation for Bid and shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 4.1. Before submitting a Bid, each Bidder must:
 - A. Examine the Bidding Documents thoroughly. Study and carefully correlate the Bidder's observations with the Bidding Documents;
 - B. Visit the site to be familiarized with local conditions that may in any manner affects cost, progress, or performance; and

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C. Familiarize with the Federal, State, and local laws, ordinances, rules, and regulations, whichever is applicable, that may in any manner affect cost, progress, or performance of the Work.

4.2. Failure to examine any of the above will not relieve the Bidder of their obligation with respect to their Bid.

5. PRE-BID CONFERENCE

5.1. A Pre-Bid Conference will be held on the date and time prescribed and at the place indicated in the Invitation for Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

6. INTERPRETATIONS AND ADDENDA

6.1. Bidders shall submit their questions no later than the date and time as indicated in the Invitation for Bid. 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.

6.2. Questions received less than seven (7) days prior to the date for opening of Bids will not be formally answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.3. Bidders and Subcontractors shall promptly notify the Design Professional of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

6.4. Addenda shall be distributed electronically via email to all who are known by the Design Professional to have received a complete set of Bidding Documents. Bidders must submit their contact information to be included in the official plan holder list and to receive addenda.

6.5. Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

7. BID GUARANTY

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- 7.1. Bid guaranty in the amount of five percent (5%) of the amount of the Bid shall accompany the Bid and must be in the form of a certified or bank cashier's check made payable to Owner or a Bid guaranty issued by a surety licensed to conduct business in the State of New Mexico and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- 7.2. The Bid guaranty of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid guaranty will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid guaranty of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.3. The Bid guaranty of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or sixty-one (61) days after the Bid opening, whereupon Bid guaranty furnished by such Bidders will be released.
- 7.4. Bid guaranty of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

8. POWER OF ATTORNEY

- 8.1. Attorneys-in-fact who sign Bid Guaranty or Contract Bonds must file with each guaranty/bond the certified and effectively dated copy of their power of attorney contained herein.

9. NEW MEXICO BUSINESS/RESIDENT CONTRACTOR PREFERENCE

- 9.1. Bids submitted by resident business/contractor shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident contractor preference a business must submit, with its bid, a copy of a valid resident contractor certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal funds, Chapter 13-4-3.
- 9.2. For complete information, visit: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>

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10. RESIDENT VETERAN CONTRACTOR PREFERENCE

- 10.1. In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veterans' businesses are to receive the following preferences:
- A. Resident veteran's businesses/contractor with annual revenues of \$1 million or less will be deemed ten percent (10%) lower than the bid actually submitted.
 - B. Resident veteran's business/contractor with annual revenues of more than \$1 Million but less than \$5 Million will be deemed eight percent (8%) lower than the bid actually submitted.
 - C. Resident veteran's business/contractor with annual revenues of more than \$5 Million will be deemed seven percent (7%) lower than the bid actually submitted.
- 10.2. This preference is separate from the current instate preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran business/contractor certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase.
- 10.3. For complete information, visit: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>

11. CONTRACT TIMES AND LIQUIDATED DAMAGES

- 11.1. The number of days within which the Work shall achieve Substantial Completion, or Completion of the Work in readiness for final payment, are set forth in the Section 5 – Construction Contract.
- 11.2. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or Completion of the Work in readiness for final payment, are set forth in the Section 5 – Construction Contract.

12. SUBCONTRACTORS, ETC.

- 12.1. Each Bidder shall submit a List of Subcontractors proposed to be used for all trades or items on the project. This information will be reviewed for the apparent low Bidder.

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- 12.2. A Contractor or Subcontractor that submits a Bid valued at more than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-13.1 NMSA 1978] shall be registered with the New Mexico Department of Workforce Solutions at the time of Bid opening. All tiers of Sub-Contractors shall be subject to the requirements of this subsection.
- 12.3. In addition, if a subcontractor's work to be constructed in the project is greater than \$5,000.00 or one-half of one percent of the total project cost, whichever is greater, each Bidder shall in their Bid furnish.
- 12.4. The name and location of the place of business of each Subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.
- 12.5. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, he may before giving Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid guaranty. Any Subcontractor, other person, or organization so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 12.6. Contractor shall not be required to employ any Subcontractor, other person, or organization against who he has reasonable objection.

13. PREVAILING WAGE RATES

- 13.1. The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico Department of Workforce Solutions. Wage rates for this project are included in these documents. It shall be the successful Bidder's responsibility to inform himself thoroughly of all state, federal, and local laws and statutes pertaining to the employment of labor, the freedom of organization, and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin, or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

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14. PUBLIC WORKS APPRENTICE AND TRAINING ACT

- 14.1. Any Bidder shall comply with Section 13-4D-1 of the New Mexico State Statutes, known as the "Public Works Apprentice and Training Act." Owner shall verify that the Bidder is not out of compliance with this Act by contacting the New Mexico Construction Industries Division prior to awarding of the contract.

15. COLLUSION

- 15.1. No Bidder shall be interested in more than one Bid. Collusion among Bidders or submission of more than one Bid under different names by any firm or individual shall be cause for rejection of all Bids without consideration.

16. QUALIFICATIONS OF BIDDERS

- 16.1. To demonstrate his qualifications for the Project, each bidder must be prepared to submit within five (5) days of Owner's written request a written statement of Bidder's Qualifications on the form contained herein or as prescribed by the Owner, including the Contractor Pre-Qualification Survey.

17. PREPARATION OF BID

- 17.1. Bids shall be submitted on forms identical to the form included with the Bidding Documents. All blanks on the Bid Form shall be completed by typewriter or manually and legibly printed in ink. Bid Form must be signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
- 17.2. A Bid by corporation must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 17.3. A Bid by partnership must be executed in the partnership name and signed by a partner, their title must appear under their signature, and the official address of the partnership must be shown below the signature.
- 17.4. A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

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- 17.5. A Bid by an individual must show the Bidder's name and address for receiving notices.
- 17.6. A Bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 17.7. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates issued shall be filled in on the Bid Form.
- 17.8. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 17.9. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

18. SUBMISSION OF BID

- 18.1. A Bid shall be received no later than the date and time prescribed and at the place indicated in the Invitation for Bid and Section 1 – Terms and Conditions.
- 18.2. The unbound copy of the Bid Form is to be completed and submitted with the Bid guaranty, List of Subcontractors and other required documents listed under the terms of Section 3 – Bid Form.
- 18.3. Bid submission shall consist of one (1) completed set of Electronic Bids for each Bidder. Complete set of Bidding Documents shall be the entire Project Manual, Specifications and Contract Documents and other required documents listed in the Bidding Documents.
- 18.4. Complete set of Electronic Bids in PDF format must be submitted via email to DRoybal@pettigrew.us with the Subject clearly marked as: **"SEALED BID ENCLOSED" 2025-010 HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I**. File sizes larger than 30MB must be separated into separate messages.
- 18.5. The Bidder shall assume full responsibility for timely delivery of Bids as noted on the Invitation for Bid, including those Bids submitted by mail. Hand delivered Bids shall be submitted at the location stated in the Invitation for Bid, 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.

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- 18.6. Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration. Bids received after the date and time for receipt of Bids will be returned unopened.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1. Each Bid must be submitted on the forms contained herein and attached to the specification documents. All blank spaces for Bid prices must be filled in, in ink or typewritten. Any final modifications on Bid prices must be in ink and the initials of the person signing the Bid must be placed at each modification made. In the event a discrepancy occurs between Unit Price shown multiplied by Quantity, and the resulting amount shown of that multiplication, the unit price shall govern and the Bid totals and line items shall be adjusted accordingly.
- 19.2. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the date and time for the opening of Bids.
- 19.3. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

20. OPENING OF BIDS

- 20.1. Bids will be opened at the time and place indicated in the Invitation for Bid and Section 1 – Terms and Conditions.
- 20.2. Bidders are invited to be present at the opening of the Bids. Bids will be opened and, unless obviously non-responsive, total Bid amounts will be read aloud publicly.
- 20.3. The person or persons opening the Bids will check and examine the following required documents:
- A. Name of the Bidder and proper signature on Bid Form
 - B. Acknowledgment of Addendums
 - C. List of Subcontractors and other requirements on Bid Form
 - D. Bid Guaranty
 - E. New Mexico Contractor's License Number and Classification
 - F. New Mexico Resident or Resident Veterans Contractor Preference Number
 - G. New Mexico Department of Workforce Solutions Registration Number

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- 20.4. If any of the above requirements have not been met, the Bid shall be read after the deficiency or deficiencies have been accounted and noted. All Bids shall be compared on the bases of the quantities set forth in the Bid.

21. BIDS TO REMAIN OPEN

- 21.1. All Bids shall remain open for sixty (60) days after the day of the Bid Opening; but Owner may, in their sole discretion, release any Bid and return the Bid Guaranty prior to that date.

22. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 22.1. Owner reserves the right to reject any and all Bids and waive any and all informalities and the right to disregard all nonconforming or conditional Bids or counter Bids.
- 22.2. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work whose identity may be submitted as specified in the Special Provisions. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 22.3. If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the project. A Notice of Award within sixty (60) days after the day of the Bid opening. Simultaneously with delivery of the executed counterparts of the agreement to Owner, Contractor shall deliver to Owner the required Certificate of Insurance.
- 22.4. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. They may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work whose identity may be submitted as specified in the

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Special Provisions. They may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 22.5. If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the project. A Notice of Award within sixty (60) days after the day of the Bid opening. Simultaneously with delivery of the executed counterparts of the agreement to Owner, Contractor shall deliver to Owner the required Certificate of Insurance.

23. PERFORMANCE AND PAYMENT BONDS

- 23.1. For work performed under this contract the Contractor shall supply the Owner with performance and payment bonds in the amount of 100% of the project Bid amount and are set forth in Section 6 – Performance Bond and Section 7 – Payment Bond respectively.

24. INSURANCE

- 24.1. Insurance requirements and minimum limits are set forth in the Section 8 – Certificate of Insurance.

25. NOTICE OF EXTENDED PAYMENT PROVISION

- 25.1. This construction contract specifically provides for a payment later than twenty-one days after submission of an undisputed request for payment. This contract allows the Owner to may payment within 45 (not to exceed 45 days) days after submission of an undisputed request for payment (Section 57-28-5 B (2) NMSA 1978).

26. PROCUREMENT UNDER EXISTING CONTRACTS

- 26.1. In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Lovington.

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SECTION 3 – BID FORM

1. BID RECIPIENT

1.1. This Bid is submitted to the OWNER:

CITY OF LOVINGTON
214 S. Love St
Lovington, NM 88260

1.2. This Bid is submitted by the BIDDER:

1.3. Dated on the ____ day of _____, 20____, this Bid for the construction of:

HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I
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2. BIDDER'S ACKNOWLEDGEMENT

2.1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER, this in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.2. The undersigned BIDDER, having examined the drawings, project manual, specifications and contract documents, with related documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, hereby proposes to furnish all labor, materials, supplies, and equipment, within the time set therein, at the prices stated below in compliance with the following:

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- A. Invitation for Bid dated May 12, 2025.
 - B. New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition
 - C. The Contract Documents, including Special Provisions and Supplemental Specifications.
- 2.3. All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Bid is a part.
- 2.4. BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the project within time frame specified in Section 5–Construction Contract. Bidder further agrees to pay as liquidated damages as stated in Section 5–Construction Contract.
- 2.5. BIDDER agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be Bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices Bid.

3. ACKNOWLEDGEMENT OF ADDENDA

- 3.1. The BIDDER hereby acknowledges receipt of the following Addenda:

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

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4. BASIS OF BID

4.1. BASE BID

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
207000	SUBGRADE PREPARATION	S.Y.	360		
303160	BASE COURSE-6"	S.Y.	290		
408100	PRIME COAT MATERIAL	TON	0.76		
423283	HMA SP-IV 3" COMPLETE	TON	49		
511030	STRUCTURAL CONCRETE, CLASS AA	C.Y.	3		
540060	REINFORCING BARS GRADE 60 #3 (NMDOT \$2.55)	LBS.	90		
540060	REINFORCING BARS GRADE 60 #4	LBS.	60		
608004	CONCRETE SIDEWALK 4"	S.Y.	340		
609200	VERTICAL CURB	L.F.	110		
609636	CONCRETE VALLEY GUTTER 6" X 36"	L.F.	40		
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE "B" 6" X 24"	L.F.	490		
NO-1	STANDARD CURB & GUTTER - VARIABLE HEIGHT	L.F.	10		
601000(A)	REMOVAL OF EXISTING CONCRETE	S.Y.	270		
601000(B)	REMOVAL OF EXISTING CONCRETE CURB & GUTTER	L.F.	230		
601110	REMOVAL OF SURFACING (ASPHALT)	S.Y.	570		
608106	CONCRETE PAVEMENT 6" DRIVE PAD	S.Y.	70		
618000	TRAFFIC CONTROL PLAN AND MANAGEMENT	L.S.	1		
621000	MOBILIZATION	L.S.	1		
664000	LANDSCAPE-1/2" Rock	SQFT	460		

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ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
701100	STEEL POST AND BASE POST FOR ALUMINIUM PANEL SIGNS	L.F.	20		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID WHITE)	L.F.	470		
704005	RETROREFLECTORIZED PAINTED MARKINGS 24" (STOP BAR)	L.F.	25		
701031	REMOVE AND RESET EXISTING TRAFFIC SIGN	EACH	2		
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1		
802000	POST CONSTRUCTION PLANS	L.S.	1		
NO-2	SD CULVERT- STEEL PLATE COVERING	SQFT	90		
NO-3	WATER LATERAL- COMPLETE IN PLACE	L.F.	20		
NO-4	SEWER LATERAL- COMPLETE IN PLACE	L.F.	40		
NO-5	ELECTRICAL SYSTEM COMPLETE	L.S.	1		
BASE BID TOTAL					
<u>NOTE:</u>	<i>Pedestrian control devices included with Traffic Control Management</i>				

4.2. TOTAL BASE BID PHASE I AMOUNT \$ _____

4.3. TOTAL BASE BID PHASE I, IN WRITING: _____

IMPORTANT:

- A. New Mexico Gross Receipts Tax will be added to Total Base Bid at the time of billing. Do not add New Mexico Gross Receipts Tax to the Total Base Bid.
- B. Bid Guaranty shall be five percent (5%) of the Total Bid Price.

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5. TIME OF COMPLETION

- 5.1. The number of days within which the Work shall achieve Substantial Completion, or Completion of the Work in readiness for final payment, are set forth in the Section 5 – Construction Contract.
- 5.2. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or Completion of the Work in readiness for final payment, are set forth in the Section 5 – Construction Contract.

6. BID SUBMITTAL

- 6.1 The Bid is hereby respectfully submitted by the undersigned Bidder.
- 6.2 The undersigned Bidder acknowledges that the complete set of Bidding Documents including Plans, Project Manual, Specifications and Contract Documents, and Addenda has been received and fully reviewed for the construction of:

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- 6.3 The undersigned Bidder is a(n):

A. INDIVIDUAL:

By: _____
Signature *Name, Title*

Doing business as: _____

Business address: _____

Email Address: _____

Telephone: () _____ Fax: () _____

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B. PARTNERSHIP:

By: _____
Signature *General Partner's Name, Title*

Company Name: _____

Business address: _____

Email Address: _____

Telephone: () _____ Fax: () _____

C. CORPORATION:

By: _____
Signature of Authorized Person *Name of Person Authorized to Sign, Title*

Corporation Name: _____

State of Incorporation: _____

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Authority Number

Business address: _____

Email Address: _____

Telephone: () _____ Fax: () _____

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ATTEST:

(CORPORATE SEAL)

Secretary Signature

Name, Title

OR,

D. JOINT VENTURE:

By: _____
Signature *Name, Title*

Company Name 1: _____

Business address: _____

Email Address: _____

Telephone: (____) _____ Fax: (____) _____

By: _____
Signature *Name, Title*

Company Name 2: _____

Business address: _____

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Email Address: _____

Telephone: () _____ Fax: () _____

By: _____
*Signature**Name, Title*

Company Name 3: _____

Business address: _____

Email Address: _____

Telephone: () _____ Fax: () _____

NOTE: Each Joint Venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

6.4 Bidder must fill in the following (if none, write none):

A. NM Contractor's License Number _____

B. NM Contractor's License Classification _____

C. NM Dept. of Workforce Solutions
Registration Number (NM DWS#) _____

D. NM Resident Contractor Preference Number _____

E. Resident Veteran Contractor Preference Number _____

F. Federal Employer Tax ID Number (if applicable) _____

G. State of New Mexico Tax ID Number _____

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7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

- A. Certificate as to Corporate Principal
- B. List of Subcontractors
- C. Campaign Contribution Disclosure Form
- D. New Mexico Preference Resident Veteran Certification
- E. Related Party Disclosure Form
- F. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- G. Non-Collusion Affidavit
- H. Copy of Certificate to support their:
 - 1. New Mexico Contractor's License Number and Classification
 - 2. New Mexico Department of Workforce Solutions Registration Number
 - 3. New Mexico Preference Resident Business/Contractor Certification
- I. Section 4 – Bid Guaranty
- J. *Section 10 - Statement of Bidder's Qualification (upon Owner's request)*

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, (1) _____, certify that I am the (2) _____
of the Corporation named as Principal herein, that (3) _____
who signed this Bid on behalf of the Principal was then (4) _____
of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and
that said Bid was duly signed, sealed, and attested to, for and on behalf of said Corporation by
authority of this governing body, and is within scope of its corporate powers.

Principal

(SEAL)

By: _____

Name (1), Title (2)

Date

NOTE:

- (1) *Name of Secretary or Second Authorized Person who agrees with the Authorized Person who sign the Bid and Bond to represent in behalf of the Corporate Principal*
- (2) *Put "Secretary" or Title of the Second Authorized Person in (1).*
- (3) *Name of Authorized Person who signed the Bid and Bond to represent in behalf of the Corporate Principal.*
- (4) *Title of the Authorized Person in (3)*

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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

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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)

City of Lovington Elected Officials:

Howard Roberts
David Trujillo
Scott Boldt
Scotty Gandy
Lizabeth White

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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)

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NEW MEXICO PREFERENCE RESIDENT VETERAN CERTIFICATION

Reminder, a copy of Resident Veteran Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is \$1Million or less allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1Million but less than \$5Million allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5Million allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1- 22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

** Must be an authorized signatory for the business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.*

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RELATED PARTY DISCLOSURE FORM

1. Are you indebted to or have a receivable from any member of the City of Lovington; elected county officials, administration officials, department heads, and key management supervisors with the City of Lovington?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the City of Lovington; elected county officials, administration officials, department heads, key management supervisors of the and have you had any of the following transactions since January 1, 2008, to which the City of Lovington was, is to be, a party?

Yes No

Sales, purchase or leasing of property?

Receiving, furnishing of goods, services or facilities?

Board Members or royalty payments

3. Does any member of the City of Lovington; elected county officials, administration officials, department heads, key management supervisors with the City of Lovington, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Lovington?

Yes _____ No _____

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City of Lovington; elected county officials, administration officials, department heads, key management supervisors with the City of Lovington?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the City of Lovington?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ Date: _____

Print Name and Title: _____

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or Local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

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NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ (name) being first duly sworn, deposes and
says that he/she is (title) _____
of (organization) _____
who submits herewith to the CITY OF LOVINGTON, a proposal;

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the CITY OF LOVINGTON, or of any Bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, the said Bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from Bidding or withdraw their proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit their proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, Bid depository or to any member of agent thereof, or to any individual or group of individuals, except that CITY OF LOVINGTON, or to any person or persons who have a partnership or other financial interests with said Bidder in their business.

By: _____

Name and Title _____

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

Notary Public: _____

My Commission Expires: _____

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SECTION 4 – BID GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we (1) _____
a (2) _____ hereinafter called "PRINCIPAL", and (3) _____
_____ of _____, State of _____,
hereinafter called the "SURETY", are held and firmly bound unto (4) CITY OF LOVINGTON,
hereinafter called "OWNER", in the penal sum of _____
_____ Dollars (\$ _____) in lawful
money of the United States, for the payment of which sum well and truly be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted
the accompanying Bid to the Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a condition of the Bid for the construction of:

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NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period therein after
the opening of the same or, if no period be specified, within forty-five (45) days after the said
opening, and shall within the period specified therefore, or if no period be specified within
fifteen (15) days after the prescribed forms are presented to him for signature, enter into a
Written Contract with the Owner in accordance with the Bid as accepted, and give bond with
good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the
period specified, if the Principal shall pay the Owner the difference between the amount
specified in said Bid and the amount for which the Owner may procure the required work or
supplies or both, if the latter be in excess of the former, then the above obligation shall be void
and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and corporate
seal of each corporate party being hereto affixed and these presents signed by its undersigned
representative pursuant to authority of its governing body.

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PRINCIPAL: _____ (SEAL)

By: _____

Name of Person Authorized to Sign, Title

Principal Address

ATTEST: By: _____

Witness as to Principal Name, Title

SURETY: _____ (SEAL)

By: _____

Attorney-in-Fact *

Surety Address

ATTEST: By: _____

Witness as to Surety Name, Title

NOTE: *Date of Bond must not be prior to date of contract.*

- (1) Correct name of Contractor.*
- (2) A corporation, a partnership, or an individual as case may be.*
- (3) Correct name of Surety.*
- (4) Correct name of Owner.*
- (5) If Contractor is partnership, all partners should execute Bond.*
- * Power-of-Attorney for person signing for Surety Company must be attached to bond.*

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SECTION 5 – CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between CITY OF LOVINGTON, hereinafter called the "OWNER" and _____ of _____, hereinafter called the "CONTRACTOR".

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and upon the terms, conditions and provisions set forth below, OWNER and CONTRACTOR agree as follows:

1. PROJECT

- 1.1. CONTRACTOR hereby agrees with OWNER to commence and complete the construction to be known as:

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- 1.2. CONTRACTOR shall complete the HISTORICAL DOWNTOWN ADA IMPROVEMENTS PHASE I, hereinafter called the "PROJECT," by furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction projects consisting of any or all of the Bid items listed in the Unit Price Bid Proposal.

2. WORK

- 2.1. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The "WORK" is generally described as follows:

The City of Lovington is starting Phase I of improvements to Avenue A. Project scope will include the demolition of existing asphalt and concrete structures such as sidewalk, ramps, curb and gutter, wheel stops and drive pads. Work will include sidewalks, curb and gutter, pavement, sidewalk culverts, concrete drive pad, electrical, water and sewer. Electrical work involves the installation of light poles, fixtures, pull box, and necessary wiring/conduit.

- 2.2. All quantities are approximate. All WORK to be performed and materials to be installed hereunder shall be in accordance with subsequent sections of this contract and specifications.
- 2.3. All construction shall be in accordance with, and this Contract shall include and the parties hereto shall be bound by all provisions of the following, which are each

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incorporated by reference as if set forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition, as amended and revised by the Supplemental Specifications, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2019 Edition and knowledge of its contents.

2.4. All construction shall further be in accordance with, and this Contract shall include and the parties hereto shall be bound by, all provisions of the following, which are each attached hereto and incorporated by reference as if set forth in full herein:

- A. Invitation For Bid
- B. Terms & Conditions
- C. Instructions to Bidders
- D. Bid Form
- E. Bid Guaranty
- F. Construction Contract
- G. Performance Bond
- H. Payment Bond
- I. Certificate of Insurance
- J. Prevailing Wage Rates and Certified Payroll
- K. Statement of Bidder's Qualification
- L. Project Description
- M. Special Provisions
- N. General Provisions
- O. Notice to Contractors
- P. Construction Procedures and General Notes
- Q. Technical Specifications

3. ENGINEER

3.1. The part of the PROJECT that pertains to the WORK has been designed by:

PETTIGREW & ASSOCIATES, P.A.
100 E. Navajo Drive, Suite 100
Hobbs, New Mexico 88240
Ph: (575) 393-9827

3.2. The OWNER has retained **PETTIGREW & ASSOCIATES, P.A.**, hereinafter called the "ENGINEER" to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in

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accordance with the Contract Documents.

4. CONTRACT TIME

- 4.1. CONTRACTOR hereby agrees to commence work on or before a date to be specified in a written Notice to Proceed (NTP) by the OWNER and complete the WORK within seventy-five (75) consecutive calendar days for Substantial Completion and one hundred five (105) consecutive calendar days for Final Completion for this PROJECT.
- 4.2. Provision with days added for agreed-upon weather days, days added for owner-caused delays, and days added or subtracted for change orders, per each specific change order. The number of days added for inclement weather or owner-caused delays shall be reduced by the number of days where no or minimal work was observed being done on the project, based on a 7-day week. Further, an owner-caused delay can only be counted, if no other work could be performed each day of the claimed delay. If the resulting net owner-caused delays exceed contractor-caused and weather delays to the point of delaying the contractor beyond the date of substantial completion, contractor shall be entitled to the agreed-upon liquidated damages as his sole and exclusive remedy for the costs of such delay.

5. LIQUIDATED DAMAGES

- 5.1. Both OWNER and CONTRACTOR agree that time is of the essence in the completion of this public project. Both parties agree that significant financial loss will be incurred should the project not be completed on time and the calculation of said damages will be difficult to determine. Both parties acknowledge the difficulty of damage calculating and expense of litigating or otherwise proving the actual costs of such delay and agree that such is not in either parties' best interest. In lieu of such determination, both parties agree to sum of one thousand dollars (\$1000) per calendar day as liquidated damages for each calendar day the project is not substantially complete and one thousand dollars (\$1000) per calendar day as liquidated damages for each calendar day the project is not finally complete, as the sole and exclusive remedy for the damage costs of project delay. The parties agree that any dispute over damages from either party shall be limited by the daily liquidated damages amount. This amount shall be withheld from the appropriate pay request and retained by the owner as reimbursement; or in the case of damage costs due to the contractor, be billed to the owner on the final pay request once all the punch-list items are corrected upon final project completion.
- 5.2. Substantial Completion shall be defined as the date the owner's representative certifies the project construction, or a specified part of, is sufficiently finished to allow the owner to use the project, or specified part thereof, in the manner for

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which it was intended. More specifically to this project, substantial completion shall include at a minimum, completion of all the following:

- A. Clearing and grubbing, completed and approved
- B. Subgrade preparation, completed and approved
- C. Minor Pavement HMA SP-III, completed and approved
- D. Base course 3", completed and approved
- E. Blading and reshaping, completed and approved
- F. Concrete pavement including sidewalk, curb, gutter completed and approved
- G. Water and sewer extensions completed, certified, and approved
- H. No traffic control on the project and the project open for public use
- I. All residential and commercial driveways and turnouts complete and open

6. CONTRACT PRICE

6.1. OWNER shall pay CONTACTOR for completion of the WORK in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. CONTRACTOR shall perform the construction of this PROJECT on a per unit basis in accordance with the Bid quantities. The parties understand and agree that the total price of this contract is based on certain prices quoted for certain unit items of goods multiplied by an estimated number of units which will be required for the job, combined with a figure which represents the price to be paid for the necessary services which will be required to complete this performance under this contract. The parties understand and agree that all parties involved have made a serious good faith effort to arrive at the closest and most accurate estimates possible and that certain adjustments in quantity may have to be made as the performance under this contract proceeds. However, the parties agree that the unit prices upon which the total contract is based will remain the same, as will the figure quoted for services, unless otherwise provided herein. The Bid sets forth the breakdown of the unit prices, estimated number of units, and the figure for services, which figures have been used to arrive at the Bid Item prices shown on the Bid.

B. TOTAL BASE BID \$ _____

C. New Mexico Gross Receipts Tax will be added to this amount at time of billing.

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7. STATE WAGE RATES

- 7.1. State wage rates are included in these documents and shall be followed during the entire term of this contract plus extensions. Prior to communicating any request for Road Work, the Owner shall obtain a copy of the updated wage rates from the State. These shall be provided to the Contractor and the Contractor shall submit the proper report to the State verifying conformance following performance of any work.

8. TERMINATION OF CONTRACT

- 8.1. Either party may terminate this or any extensions of the contract upon receipt of written notice by other party thirty (30) days in advance of termination. All funds due the Contractor for work performed up to the date of termination shall be paid in full.

9. PAYMENT

- 9.1. OWNER agrees to pay CONTRACTOR for the performance of this Agreement and to make payments on account thereof as provided in "Payment to Contractor" of the Special Conditions.
- 9.2. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties. The Contractor's Bid is attached hereto and is referred to herein and contains the description of the Contractor's Bid on the price of the Project; however, this Contract supersedes the Bid and the terms hereof are controlling on any and all terms other than the job description and price and on any and all terms where the documents conflict.

10. INDEMNITY BY CONTRACTOR

- 10.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless; the City of Lovington, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may

hereinafter suffer, incur, be responsible for or pay out as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property,

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public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the CONTRACTOR, its employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the CONTRACTOR, or its subcontractors, in the performance of this agreement. To the extent, if at all, Section 56-7-11 NMSA 1978 is applicable, the duty of the CONTRACTOR to indemnify the City of Lovington shall not extend to liability, claims, damages, losses or expenses, including fees of lawyers and costs, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Lovington or by its agents or employees; or (ii) the giving or the failure to give directions or instructions by the City of Lovington or by its agent or employees, where the giving or failure to give directions or instruction is the primary cause of bodily injury, wrongful death or damage to property. This paragraph shall survive after the completion or the termination of the contract.

11. MISCELLANEOUS

- 11.1. This agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the respective parties.
- 11.2. It is hereby agreed by the parties that there will be no assignment or transfer of this agreement, nor of any interest in this agreement, without prior written agreement of the parties to this agreement.
- 11.3. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of New Mexico, both as to interpretation and performance.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement.

This Agreement will be effective on this ____ day of _____, 20__.

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OWNER: CITY OF LOVINGTON (SEAL)

By: _____

Facilities Director

ATTEST: By: _____

District Superintendent

APPROVED AS TO LEGAL FORM:

By: _____

Attorney

CONTRACTOR: _____ (SEAL)

By: _____

Name of Person Authorized to Sign, Title

ATTEST: By: _____

Witness as to Contractor – Name, Title

-
-
- NOTE:** 1. *Sole Proprietorship: Signature of both husband and wife.*
2. *General Partnership: Signature of all general partners, if possible, and a fully executed copy of partnership agreement.*
3. *Corporation: Signature of president, attested by secretary; with corporate seal. Also, obtain a certificate of good standing issued by S.C.C. within 60 days and prior to execution of any document, place a telephone call to the New Mexico State Corporation Commission at 827-4510 to confirm current "good standing" of corporation and correct listing of officers and directors. If corporation is not in "good standing" and/or president and secretary is claimed to be different than listing at S.C.C., Contractor must clear up problem with S.C.C. before contract is executed.*

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SECTION 6 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we (1) _____
a (2) _____ hereinafter called "PRINCIPAL", and (3) _____
_____ of _____, State of _____
hereinafter called the "SURETY", are held and firmly bound unto (4) **CITY OF LOVINGTON,**
hereinafter called "OWNER", in the penal sum of _____
_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, personal representatives, and
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work
to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alterations, or addition to these terms of the contract or to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which
shall be deemed as an original, this _____ day of _____, 20_____.

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PRINCIPAL: _____ (SEAL)

By: _____

Name of Person Authorized to Sign, Title

Principal Address

ATTEST: By: _____

Witness as to Principal Name, Title

SURETY: _____ (SEAL)

By: _____

Attorney-in-Fact *

Surety Address

ATTEST: By: _____

Witness as to Surety Name, Title

NOTE: *Date of Bond must not be prior to date of contract.*

- (1) Correct name of Contractor.*
- (2) A corporation, a partnership, or an individual as case may be.*
- (3) Correct name of Surety.*
- (4) Correct name of Owner.*
- (5) If Contractor is partnership, all partners should execute Bond.*

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SECTION 7 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we (1) _____
a (2) _____ hereinafter called "PRINCIPAL", and (3) _____
_____ of _____, State of _____
hereinafter called the "SURETY", are held and firmly bound unto (4) CITY OF LOVINGTON,
hereinafter called "OWNER", in the penal sum of _____
_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, personal representatives, and
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
Subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including, but not limited to, all amounts due for materials, lubricants, oil,
gasoline, coal and coke, repairs on machinery, equipment, and tools, consumed or used in
connection with the construction of such work, and all insurance premiums on said
Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration, or addition to the terms of the contract or to the work
to be performed thereunder or the specifications accompanying the same shall in any way
affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration, or addition to the terms of the contract or to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which
shall be deemed as an original, this _____ day of _____, 20_____.

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PRINCIPAL: _____ (SEAL)

By: _____

Name of Person Authorized to Sign, Title

Principal Address

ATTEST: By: _____

Witness as to Principal Name, Title

SURETY: _____ (SEAL)

By: _____

Attorney-in-Fact *

Surety Address

ATTEST: By: _____

Witness as to Surety Name, Title

NOTE: *Date of Bond must not be prior to date of contract.*

- (1) Correct name of Contractor.*
- (2) A corporation, a partnership, or an individual as case may be.*
- (3) Correct name of Surety.*
- (4) Correct name of Owner.*
- (5) If Contractor is partnership, all partners should execute Bond.*

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SECTION 8 – CERTIFICATE OF INSURANCE

1. The Contractor shall obtain, and provide proof thereof, to the Owner the following insurance coverage:
 - 1.1. General Liability
 - A. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
 - B. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).
 - 1.2. Automobile Liability
 - A. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
 - B. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).
 - 1.3. Worker's Compensation
 - A. The contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, 52-3-1 et seq.).
2. ***The City of Lovington will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Award will be contingent upon receipt of proof of insurance.***
3. Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of Project.
4. Workers' Compensation is required along with State statutory employers' liability limits regardless of number of employees.
5. Contractor covenants, warrants, and agrees that it shall indemnify, defend, save and hold the City of Lovington, its officers, employees and agents (collectively and individually as "Owner") harmless from any and all liability, damage, expense, cause of action, suits, claims, judgments, losses, costs, expenses, and liens, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property, arising out of, resulting from, or occurring during this project. This indemnification and hold harmless by Contractor to the Owner shall include, but not be limited to, the Owner's attorney's fees and costs incurred in defending against the same, and in prosecuting any cross claims or counterclaims required or arising therefrom.

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<<<This sheet shall be replaced with the awarded Contractor's Certificate of Insurance>>>

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SECTION 9 – PREVAILING WAGE RATES & CERTIFIED PAYROLL

1. The Contracting Agency (County-Owner) will be responsible sending ***Notification of Award (NOA)*** and the ***Subcontractor List(s)*** , if any, to the PWAA website promptly after the project is awarded.
- 2.
3. The awarded Prime Contractor must provide their complete ***Subcontractor List(s)*** , if any, and their ***Statement of Intent to Pay Prevailing Wages (SOI)*** including all their Subcontractor's SOI, regardless of the amount of work, to the Contracting Agency (County-Owner) within three (3) days of award.
4. When the project has been completed, the awarded Prime Contractor must submit their ***Affidavit of Wage Paid (AWP)*** including all their Subcontractor's AWP, to the Contracting Agency (County-Owner) before the final payment is made. The Contracting Agency (County-Owner) shall complete the ***Project Closeout*** to the PWAA website after the project is completed.
5. Certified payrolls for the awarded Prime Contractor and any Subcontractor shall be sent to the following:

PETTIGREW & ASSOCIATES, P.A.
Attention: David Roybal
100 E Navajo Dr
Suite 100
Hobbs, NM 88240

6. The outside of the envelope shall be marked with the following:

Certified Payroll #
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7. The first certified payroll shall have first on the front page and numbered consecutively thereafter. The last weeks certified payroll shall have Final on the front page.
8. State wage rates shall be followed during the entire term of this contract. The Contractor shall submit the proper report to the State verifying conformance following performance of any work.
9. The Wage Rate Decision No. is part of the executed contract and will be added prior to signing and execution of the contract.

Wage Rate Decision No. TBD

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SECTION 10 – STATEMENT OF BIDDER’S QUALIFICATION

(To be submitted by the Bidder only upon the specific request of the Owner in writing.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and New Mexico Contractor's License Number.
2. Permanent main office address.
3. When organized:
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand. (Schedule these, showing amount of each contract and the approximate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$_____
15. Give bank reference:

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16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder: _____

By: _____

Title: _____

State of _____)

County of _____)

_____ (name), being duly sworn, deposes and says that
he/she is _____ (title) of _____
_____ (company) and all foregoing questions and all statements therein
contained are true and correct.

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

Notary Public: _____

My commission expires: _____

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SECTION 11 – PROJECT DESCRIPTION

10. The Project Description shall be:

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The City of Lovington is starting Phase I of improvements to Avenue A. Project scope will include the demolition of existing asphalt and concrete structures such as sidewalk, ramps, curb and gutter, wheel stops and drive pads. Work will include sidewalks, curb and gutter, pavement, sidewalk culverts, concrete drive pad, electrical, water and sewer. Electrical work involves the installation of light poles, fixtures, pull box, and necessary wiring/conduit.

11. This project consists of furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction items consisting of any or all of the Bid items listed in the Unit Price Bid Proposal.
12. All items necessary for the complete construction shall be included in the Contractors Unit Prices in the Bid Form. Items not specifically listed on the Bid Form and part of the project as listed in the plans, details and specifications shall be incidental to the construction item in the Bid Form or incidental to the project.
13. The Contractor is responsible for acquiring any and all permits necessary for the construction of this project (unless otherwise noted), and for contacting all utilities or the New Mexico One Call system to determine all lines located in the project area.

END OF SECTION

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SECTION 12 – SPECIAL PROVISIONS

- SP-1 **SPECIAL PROVISIONS**. These special conditions take precedence over specifications and the GENERAL PROVISIONS.
- SP-2 **RIGHT-OF-ENTRY-AND-INSPECTION-OF-WORK**. All authorized personnel of the Owner shall have the right to visit the site and inspect the work and materials. The Contractor shall furnish reasonable facilities for obtaining such information as necessary to determine the progress and manner of the work and character of materials being used.
- SP-3 **GUARANTEE**. Units shall be guaranteed for a period of one (1) year from date of final acceptance against defective workmanship. Upon receipt of notice from the Owner of failure of any part of the guaranteed workmanship, the Contractor shall promptly replace the defective parts at their own expense.
- SP-4 **DRAWINGS**. The data given herein and on the drawings is as exact as could be secured, but extreme accuracy is not guaranteed. Discrepancies occurring between the work covered by this section shall be immediately reported to the Owner, and he will issue written instructions for any changes or any clarifications.
- SP-5 **SAFETY**. The Contractor shall at all times exercise reasonable precautions for the safety of employees on the work, bystanders or observers of the project, engineering personnel and inspectors, and shall comply with all applicable provisions of the State and Municipal Safety Laws and Building Construction Codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with State or Municipal laws or regulations.
- SP-6 **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE**. The offering of a Bid shall serve as prima facie evidence that the Bidder has visited the site of the proposed project, and has satisfied himself that the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the proposed contract are reasonably accounted for in their Bid.
- SP-7 **ORDER OF WORK**. The Contractor shall start the work at such points on the project as the Owner may direct and shall progress from point to point as directed by the Owner. Contractor shall make any reasonable effort required to coordinate their activities with other Contractor's and Owner's staff that may be working in this or adjacent areas.
- SP-8 **FEES AND CODES**. The Contractor shall pay all costs for any and all fees and/or work permits required in connection with the work. All materials supplied and work

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performed by the Contractor shall be in accordance with all State and local codes and/or ordinances governing such material and work.

- SP-9 NOTICE OF COMPLETION. When the Contractor is satisfied that work and cleanup is completed, he shall issue the notice of completion to the Owner's authorized representative. The notice of completion shall include the request for final inspection with date and time given.
- SP-10 ACCEPTANCE OF THE PROJECT. The Owner may accept the project even though the corrections on the final inspection have not been made by the Contractor. In such a case, there will be deductions for the uncompleted or corrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.
- SP-11 AS-BUILT PLAN ACCEPTANCE. It will be the responsibility of the Owner to complete an as-built plan for this project. Contractor shall supply to the Owner any additional information needed to complete the plans for As-Built Condition.
- SP-12 INSPECTION OF WORK IN PROGRESS. The Owner shall be responsible for inspection of the Contractor's work while such work is in progress. The Owner shall bring to the attention of the Contractor any work which does not meet the specifications of this contract, and the Contractor shall correct such work as brought to their attention.
- SP-13 SHOP DRAWINGS. Shop drawings and material certifications shall be submitted electronically to the Owner for review. All such information shall be submitted prior to use.
- SP-14 TESTING. The Owner shall provide all compaction testing, asphalt testing, and quality assurance testing. The Owner shall pay for the first test on each material as required. Any retesting due to the initial test failing shall be paid for by the Contractor, whether the retest is passing or failing. The Contractor shall provide the Owner a 24 hour notice of any testing required. Any item installed without being tested or certified shall be removed and replaced at Contractor's expense. Contractor shall notify the Owner before any tests are made, and Owner shall contact the testing firm as necessary. The Contractor is responsible for all costs associated with quality control tests as required by the technical specifications for material furnished by the Contractor and incorporated into the work. The Owner is responsible for all costs associated with quality assurance testing of the material on-site.
- SP-15 SURVEYING. Per NMSA 61-23-27.13, surveying Public Work, a New Mexico licensed professional surveyor is required to be in responsible charge of construction staking surveys for the construction of any public work involving surveying. Blue-tops, flow -

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line pins, cut stakes and all other necessary construction staking will be the responsibility of the Contractor.

- SP-16 USE OF PRIVATE PROPERTY FOR STORAGE. Prior to using any private property, Contractor must obtain a written consent form from the property owner and deliver a copy to the City of Lovington for record purposes.
- SP-17 EXCAVATION. The Contractor shall be responsible for notification of New Mexico one call system prior to excavation. Not all municipal utilities owners participate in the New Mexico one call program. It will be the contractor's responsibility to contact municipal utilities owners.
- SP-18 WASTE MATERIAL. All waste material encountered on this project shall be disposed by the Contractor of in accordance with applicable codes and ordinances. The costs for removing and disposing waste material shall be considered incidental to the project and no additional payment will be made.
- SP-19 WASTE CONTROL. The Contractor shall notify New Mexico Waste Management, business owners, and home owners one week prior to beginning construction to schedule an alternate route for Waste Control during the scheduled days of trash pickup in these areas. The Contractor shall be responsible for notification of New Mexico one call system prior to excavation. Not all municipal utilities owners participate in the New Mexico one call program. It will be the contractor's responsibility to contact municipal utilities owners.
- SP-20 EXISTING PUBLIC AND PRIVATE UNDERGROUND UTILITIES, PIPELINES, CABLES, AND UNDERGROUND STRUCTURES (LINES). Lines may exist in a different location than shown on the construction plans which may affect the construction of new items with this project. Additional lines, active and/or abandoned, may exist that are not shown on the constructions plans. The Contractor shall be responsible for making and maintaining records of one call notification to NM811 by dialing 811 or 1 800-321-2537 or online at www.nm811.org. The exact location of all lines shall be determined by safe and acceptable means, in accordance with the New Mexico Excavation Law. Each line shall be located at each crossing (utility and roadway), alley, and at 500 foot intervals within the limits of the project. Lines not found within 18 inches of the marks per locates shall be reported to the company responsible for the marks, additional exposing may be required to locate these lines per revised markings. When construction operations approach the location of underground lines, the exact location shall be determined again in accordance with the New Mexico Excavation Law. Once lines are exposed, the Contractor will be required to protect & support, or remove and dispose and re-install existing active lines meanwhile maintaining operation of such active lines, in accordance with the contract. The Contractor shall be responsible for the destruction of or damage to all lines; and he shall use all reasonable measures and precautions to

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protect such lines and maintain or replace them in as good condition or better as they were prior to the construction operations. The costs associated with replacing all lines which are damaged during construction activities shall be borne by the Contractor. The costs associated with properly locating, measuring, identifying, protecting, supporting and maintaining all lines shown on the construction plans and as identified through the NM811 LOCATE, shall be considered incidental to the installation of the item or items being installed and no additional payment will be made. The costs associated with removing and disposing, and re-installing existing lines (if applicable) as shown on the Construction drawings shall be paid for under items set forth on the bid proposal and as described in subsequent sections.

SP-21 UTILITIES. The Contractor must adhere to the following special provision:

Protection and Restoration of Property

The Contractor shall never unnecessarily interfere with or interrupt the services of any public utility that may have property within or adjacent to the streets, alleys, and easements involved in the work and shall take all necessary precautions and efforts to locate and protect all underground conduit, cable, pipes, water mains, sewers, structures, gas lines, trees, monuments, power lines, telephone and telegraph lines, traffic control devices and other structures, both below and above ground. Contractor shall give all public utility companies a reasonable notice in writing, in no event less than forty-eight (48) hours, for any work that he contemplates which would interfere in any way whatsoever with the service of any existing public utility and County-Owner facilities. If such public utility does not cooperate for the protection of its services, the Contractor shall notify the Engineer-Inspector. Utility lines shall be located by the Contractor far enough in advance of construction work in order that the owner of such lines may raise, lower, realign, or remove lines and structures, if necessary, and in order that the Engineer may make any line and grade changes necessary should the existing utility lines conflict with the work under construction providing such adjustments do not materially affect the work. The Contractor shall immediately report any damages to property or plant of public utility companies and County property to the company or owner involved, and to the Engineer.

Contractor shall restore at his own expense any public, County-Owner, or private property damage, for which he is directly responsible, to a condition equal to that existing before damage. Contractor shall promptly notify his insurance carrier of the alleged damage, and if he refused to do so upon notice, Owner may cause such restoration and deduct cost from monies due, or which may become due, to the Contractor.

Abandoned Utilities

Unless otherwise specified, the Contractor shall remove all interfering portions of utilities which are shown on the drawings as "abandoned" or "to be abandoned in place"

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and which interfere with the construction of the project. All abandoned water mains on the drawings as "abandoned" or "abandoned in place" or found during construction shall be removed or capped as a minimum, unless otherwise specified. All costs involved in said removals shall be included in the prices bid for the various items of work. All such abandoned utilities removed by the Contractor shall be stored on the site where directed and shall remain the property of the owner utility company or contracting agency as determined by the Engineer.

Where utilities are shown on the drawings as "abandoned" or "to be abandoned in place", it shall be the Contractor's responsibility to contact the utility company involved, within 48 hours, prior to excavating around such utilities to ascertain that the abandonment of the utility has been completed.

Location of Existing Utilities

The public utilities shall be responsible to locate their utilities and provide information stating the horizontal and vertical alignments of same. If field verification excavations are required, the public utility will provide same in a timely manner.

Utilities which upon exploration are found to interfere with the permanent project work, or within the trenching prism as defined by OSHA, will be relocated, altered, or reconstructed by others or the Engineer may order changes in location, line, or grade or structures being built in order to avoid the utilities. The cost of such changes will be paid for under applicable bid items.

Unknown Utilities Disclosed During the Contract Work

In the event that a utility is disclosed subsequent to the award of the Contract, such utility not being indicated on the drawings, or in the event that an existing utility is found to be in a materially different location than shown on the drawings and thus requires additional work on the part of the Contractor for its maintenance, relocation or support, the necessary alteration, relocation, proper support and protection shall be done and paid for as follows:

When said utility is found to occupy the space to be occupied by a part of the permanent works or to be in such close proximity to the new work as to require the relocation or alteration of said utility, Contractor shall arrange for the relocation as directed by Engineer. Contractor shall be paid for such relocation if he incurs any expense in doing so.

When any portion of the utility is in close proximity and more or less parallel to a structure or conduit, Contractor shall advise Owner thereof, and in cooperation with Owner, provide and place the necessary support for proper protection to insure continuous and safe operation of the utility structure. All costs for such work shall be borne by the Contractor.

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Responsibility of the Contractor

The Contractor shall be held responsible for all costs for the repair of any and all damage to the contract work or to any utility (which is previously known and disclosed to him by the utility) as may be caused by his operations. Utilities which are relocated by others in order to avoid interference with structures and which cross the project work shall be maintained in their relocated positions by the Contractor. All costs for such work shall be absorbed or included in the prices bid for the various items of work.

Delays Caused by Failure to Relocate Utilities

Where parties other than Contractor are responsible for the relocation of utilities and a delay in Contractor's work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay, or by any action or lack of action on the part of Owner, it shall be understood that Contractor shall not be entitled, as a result of such delay to his work, to damages or additional payments over and above the contract price. If delays in Contractor's work are caused by the reasons mentioned herein, Contractor shall be entitled to an extension of time. The length of such extension of time will be determined by Engineer with consideration as to the effect of the delay on the project as a whole.

In order to minimize delays to Contractor caused by the failure of other parties to relocate utilities which interference with structures, Contractor upon request to Engineer, may be permitted to temporarily omit the portion of the work affected by the utility. The portion thus omitted shall be constructed by Contractor immediately following the relocation of the utility involved.

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SECTION 13 – GENERAL PROVISIONS

1. The applicable General Provisions for this project are Division 100 of the "New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Edition of 2019".
2. Wherever the word **Department** is found, replace with **Owner**.
3. The Project Manager is the Owner's representative who is delegated the responsibility for the administration of the project.

All references to Bid Guaranty, Performance Bonds, and Payment Bonds in Division 100 of the New Mexico State Highway Department Standard Specifications for Highway and Bridge Construction, Edition of 2019 shall be deleted and Bidder shall see Instructions to Bidders for instructions on Bid, Performance, and Payment Bond requirements for this project/contract.

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SECTION 14 – NOTICE TO CONTRACTORS

- Schedule Format
- Chief Engineer
- Electronic Data Files
- Environmental and Archaeological Approvals for Pit Areas
- New Mexico Employees Health Coverage
- Office of Inspector General
- Professional Services
- Quality Standards for Traffic Control Devices
- Return of Contract Documents
- Specialty Items
- Name Change

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Chief Engineer
January 1, 2019

NOTICE TO CONTRACTORS

Schedule Format

In lieu of a critical path method Baseline Schedule format the schedule format for this Project shall be a bar graph Baseline Schedule.

The Baseline Schedule shall conform to the 2019 Edition of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 108.3.2.2 — 'Bar Graph Baseline Schedule".

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Chief Engineer
January 1, 2019

NOTICE TO CONTRACTORS

Chief Engineer

Requests for Contract interpretation shall be directed in writing to the Chief Engineer in accordance with the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 102.7 - "Examination of Contract, Site of Work, and Requests for Contract Interpretation".

The contact information for the Chief Engineer is as follows:

PETTIGREW & ASSOCIATES, P.A.
David Roybal, PE
Phone: (575) 393-9827
Email: DRoybal@pettigrew.us

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Chief Engineer
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NOTICE TO CONTRACTORS

Electronic Data Files

The New Mexico Department of Transportation ("NMDOT") will only provide electronic data files in the format and software version in which the files were produced and subject to the conditions set out in this Notice to Contractors ("NTC").

Providing electronic data files under this NTC does not alter the Bidder's obligations found in the NMDOT's 2019 Edition of the Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 102.7 - "Examination of Contract, Site of Work, and Requests for Contract Interpretation".

The NMDOT will make available the following electronic data files for this Project:

- A) Survey Data, in accordance with the Standard Specifications Section 801.1.2 - "Department-Supplied Documents and Services":
 - 1. Existing Computer Aided Design Drafting ("CADD") survey files; and,
 - 2. Existing Digital Terrain Model ("DTM") files.

- B) Design Files, subject to the terms and conditions below:
 - 1. Centerline Alignment Files ("CAF"), including horizontal and vertical alignment files for all alignments referenced in the plans.

The electronic data provided in sub-section "B" is for information purposes only. The data is furnished in an "as is" condition without any warranty as to fitness for a particular use beyond information purposes. The Contractor accepts all risks associated with the use of the data provided in sub-section "B" as modifications may have been made to the official hard copy Contract which do not appear in the electronic data files. The Contractor is solely responsible for confirming, conforming and correlating the accuracy and completeness of the electronic data files to the official Contract.

This NTC does not alter the definition of the Contract nor modify the order of importance of the documents as specified in the Standard Specifications, Section 105.4 - "Coordination of Contract Documents".

The electronic data referenced in sub-sections "A" and "B" will be available upon request. Contact David Roybal at DRoybal@pettigrew.us for electronic data.

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Environmental
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NOTICE TO CONTRACTORS

Environmental and Archaeological Approvals for Pit Areas

In addition to the requirements contained in the 2019 Edition of the New Mexico Department of Transportation ('NMDOT') Standard Specifications for Highway and Bridge Construction Section 107.14.1 -"Environmental and Cultural Resource Studies and Approvals" the Contractor shall coordinate pit activity with the NMDOT in order to facilitate government-to-government tribal consultation, excluding commercial pits with affected tribes. The listing of affected tribes can be obtained from the following link:

<http://nmhistoricpreservation.org/outreach/native-american-consultations.html>

The Contractor shall initiate tribal consultation in writing through the NMDOT Project Manager ("PM"). The Contractor shall include, in the request to initiate tribal consultation, its scope of Work and clearly delineate plan view location of the Contractor located activity on a United State Geological Service 7.5' map. This process takes approximately Forty-five (45) Days from the PM's receipt of the Contractor's written request to initiate tribal consultation. If concerns are expressed by the affected tribes this process will exceed Forty-five (45) Days.

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Procurement
January 1, 2019

NOTICE TO CONTRACTORS

New Mexico Employees Health Coverage

If the Bidder has, or grows to, six (6) or more employees who Work, or who are expected to Work, an average of at least 20 hours per week over a six (6) month period during the term of this Contract, the Bidder certifies by the submission of its Bid and if Awarded the Contract agrees to have in place, and agrees to maintain for the term of the Contract, health insurance for those employees and to offer that health insurance to those employees if the expected annual value in the aggregate of any and all Contracts between the Bidder and the New Mexico Department of Transportation ("NMDOT") exceeds \$250,000.00.

The Bidder agrees to maintain a record of the number of employees who have:

- A. Accepted health insurance;
- B. Declined health insurance due to other health insurance coverage already in place; or
- C. Declined health insurance for other reasons.

These records are subject to review and audit by a representative of the NMDOT.

The Bidder agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

For all Contracts exceeding \$250,000.00, the Bidder Awarded the Contract will be required to provide a letter stating that they currently offer health insurance to its New Mexico employees.

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Office of Inspector General
January 1, 2019

NOTICE TO CONTRACTORS

Office of Inspector General

The New Mexico Department of Transportation ("NMDOT") Office of Inspector General ("OIG") has the authority to carry out all duties required to collect information, conduct audits, special studies and investigations. The duties of the NMDOT's OIG also arise from the responsibility all state Departments of Transportation have for ensuring that all Projects are carried out in accordance with federal or state requirements.

The NMDOT's OIG shall be provided access to all documents associated with the Project per the 2019 Edition of the NMDOT's Standard Specifications for Highway and Bridge Construction, Section 107.28 - "Contractor Records".

To Report Fraud, Waste & Abuse

**1-800-671-STOP
(1-800-671-7867)**

The NMDOT OIG has established the above toll free number for reports of fraud, waste, abuse or similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

The New Mexico Fraud Against Taxpayers Act:

The New Mexico Fraud Against Taxpayers Act, NMSA 1978, §§ 44-9-1 to -14 (2007, as amended through 2015) provides civil penalties for submitting a claim to a state agency based on false, fraudulent or misleading information. The Act also includes a financial incentive for parties with knowledge of such a claim to come forward.

To Report Bid Rigging Activities
1-800-424-9071

The U.S. Department of Transportation, Office of Inspector General has established the above toll free number for reports of Bid rigging, Bidder collusion, or other similar illegal or unethical activity affecting the cost, completion or correct and safe construction of a Project. All information will be treated confidentially and caller anonymity will be respected.

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Chief Engineer
January 1, 2019

NOTICE TO CONTRACTORS

Professional Services

The following has been added to the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction Section 101.4 - "Terms and Definitions".

A Professional Service provider is considered a Subcontractor when Work is performed within the Project limits and shall be prequalified in accordance with 18.27.5 NMAC (12/07/2000, as amended through 01/01/2015)

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Traffic
January 1, 2019

NOTICE TO CONTRACTORS

Quality Standards for Traffic Control Devices

The Contractor shall comply with quality standards for traffic control devices in the Intra-Departmental Design Directive ("IDD") 2009-05 and incorporated herein by reference. The IDD adopts quality standards in accordance with 23 C.F.R. § 630 (2007) Subpart K-Temporary Traffic Control Devices.

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PSE
January 1, 2019

NOTICE TO CONTRACTORS

Return of Contract Documents

In accordance with the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, Section 103.7 - "Execution and Approval of Contract", the successful Bidder shall return the documents listed in the notice of preliminary award of contract letter within fifteen (15) Days of the date on the letter.

Pursuant to Section 103.8 - "Failure to Execute Contract", failure by the successful Bidder to comply with this Notice to Contractors may constitute just cause for cancellation of the Award and the forfeiture of the Bid Guaranty.

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Chief Engineer
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NOTICE TO CONTRACTORS

Specialty Items

To clarify the definition of Specialty Items in the 2019 Edition of the New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction ("Standard Specifications"), Section 101.4 - "Terms and Definitions".

All Technician Training and Certification Program requirements for testing of Materials are Specialty Items.

Specialty Item Work will not be counted towards the Contractor's obligation to perform 40% of the Work with its own forces as noted in Standard Specifications, Section 108.1 - "Subcontracting".

The Contractor shall obtain the Project Manager's approval to Subcontract Specialty Items prior to starting Work.

Subcontractors performing Specialty Item Work are not required to be prequalified.

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NOTICE TO CONTRACTORS

Name Change

YOU ARE HERBY ADVISED OF THE FOLLOWING:

Any reference made to the New Mexico Department of Transportation (**NMDOT**) shall by replaced with the **City of Lovington** .

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SECTION 15 – CONSTRUCTION PROCEDURES AND GENERAL NOTES:

1. Prior to start of construction the Contractor shall notify adjacent property owners as to when construction will start, the estimate completion date and anticipated access blockages. A verbal and written notification is required in both English and Spanish.
2. Call State One-Call Number (1-800-321-Alert) and the County Road Department for line spotting a minimum of 72 hours prior to digging at each location.
3. Requests for road closure and detours shall be submitted in writing to the Project Manager a minimum of one (1) week prior to scheduled closure or detour.
4. Coordinate trash pickup a minimum of one (1) week prior to blocking any street or alley and make arrangements for alternate waste pick up schedules.
5. Allow a minimum of one (1) week notice prior to blocking any street and make arrangements for alternate school bus route.
6. The Contractor shall notify the affected property owners a minimum of one (1) week prior to any change in access as well as the effects caused by the vibratory and other equipment. This should include all necessary precautions. The Contractor shall notify homeowners through door tags or other approved method. The door tags shall be written in both English and Spanish and shall contain directions for the resident to contact the Contractor in case a need for special access (ADA) exists. The Contractor shall maintain or provide access to all individual properties during the life of the project and shall coordinate for temporary pick up, drop off, and parking locations with individual residents including those with special needs. Additional work may be required to provide residential access to any person with special needs including providing access which complies with the Americans with Disabilities Act. These costs shall be considered incidental to traffic control.
7. The Contractor shall notify the affected property owners a minimum of 48 hours prior to any water or sewer service disruption. No water or sewer service will be allowed to remain disrupted overnight. The Contractor shall notify homeowners through door tags or other approved method.
8. All door tags are to be written in both English and Spanish.
9. If any work is to be performed on any day beyond the normal 40-hour work week, the Contractor shall first notify the Project Manager or their representative 48 hours prior to commencing this work to be sure inspection will be available. Any material or work installed or constructed without notification for inspection shall be subject to removal.

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10. All lawns, shrubs, trees, landscaping, irrigation lines, fences, and walls which have been disturbed during construction shall be replaced in a workman like manner and nearly as possible to their original condition. Repairs shall be made within 48 hours.
11. Contractor shall coordinate with utility companies to allow for various repairs and updates while the roadbed is exposed.
12. No more than 200 feet of open trench will be allowed on this project at any given time. Trenches backfilled to subgrade level are not considered open, as long as they comply with the NMDOT Drop-Off Policy. The slope of the backfill along the length of the pipe will not be included as open trench for this purpose. In addition, intermittent trenches for water fittings and sewer manholes will not be included as open trench for this purpose.

END OF SECTION

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SECTION 16 – TECHNICAL SPECIFICATIONS

1. The applicable Technical Specifications for this project are the "New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Edition of 2019". Except as modified in the following SUPPLEMENTAL SPECIFICATIONS.
2. Wherever the word **Department** is found replace with **Owner**.
3. The Project Manager is the Owners representative who is delegated the responsibility for the administration of the project.