

**BID DOCUMENTS
FOR**

**IFB 20-PW-010
Jager Drive ADA Ramp Remediation**

CORR Project – FS1976

CITY OF RIO RANCHO, NEW MEXICO



October 2020

PREPARED BY:
City of Rio Rancho
Department of Finance/Purchasing Division
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CITY OF RIO RANCHO
IFB 20-PW-010
Jager Drive ADA Ramp Remediation

Due to the current health concerns and the changing environment in respect to COVID-19 the City is requesting all bid submissions be submitted via email to aserna-sanchez@rrnm.gov on November 10, 2020 no later than 2:00 PM MST. The City will conduct the public bid opening and reading of bids received via the GoToMeeting service. A link will be provided on the City's website. Bidders must also submit their original bid in a sealed envelope or container by hand delivering, USPS, or other mailing service no later than November 13, 2020 to the address specified in the bid document. Bidders will be deemed Non-Responsive if original physical bid submissions are not submitted or received after the aforementioned date.

Project Description:

The City of Rio Rancho is requesting formal bids for the Jager Drive ADA Ramp Remediation Project: Improvements shall consist of the replacement of curb and portions of the valley gutter as required. All ramp reconstruction shall meet current ADA requirements as shown on the plans and within the NMDOT ADA Pedestrian Access Standard Details.

Plans, Specifications and other Contract Documents, including instructions to Bidders and Bid Forms Files are available on the City of Rio Rancho's IFB/RFP Postings web page via the following link in electronic format only: <https://rrnm.gov/169/IFBRFP-Postings>. Bidders are asked to be patient while downloading these files from the website.

In addition, hardcopies of printed plan sets may be obtained at the Contractors own expense through Albuquerque Reprographics, 4716 McLeod NE, Albuquerque, NM 87109, (505) 884-0862 or Academy Reprographics, 8900-N San Mateo Blvd. NE, Albuquerque, NM 87113 (505) 821-6666.

NOTICE: The City of Rio Rancho Procurement Code, Section 36.37, paragraph B, notes that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks."

This IFB is issued on behalf of the City of Rio Rancho by the Purchasing Division, which is the **SOLE POINT OF CONTACT** DURING THE PROCUREMENT PROCESS. Any inquires or requests during the procurement process shall be directed to the following point of contact:

Issuing Office: City of Rio Rancho
Purchasing and Contracts Division
3200 Civic Center Circle NE, Suite 300
Rio Rancho, NM 87144
(505) 896-8769

Advertised: October 28, 2020 – Albuquerque Journal

INSTRUCTIONS TO BIDDERS

1. **Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC) (2007 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 BIDDER — one who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a bid to a BIDDER.
- 1.2 Issuing Office — the office on behalf of which this IFB is issued by the City. The Issuing office is the SOLE POINT OF CONTACT during the procurement process. Any inquires or requests during the procurement process shall be directed to the issuing office.
- 1.3 Distribution Office — the office from which the Bidding Documents are to be distributed as indicated in the Advertisement for Bids or Invitation to Bid.
- 1.4 Successful Bidder — the responsible BIDDER offering the lowest, responsive bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2. **Copies of Bidding Documents.**

- 2.1 Complete copies of Bidding Documents, except for the Standard Specifications, may be obtained from the Distribution Office as indicated in the Advertisement for Bids.
- 2.2 The Standard Specifications for the Project are the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, Current Edition, as amended and published by the New Mexico State Department of Transportation; New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association, as well as latest modifications to various NMAPWA Sections per City of Rio Rancho that can be accessed online at: <https://rrnm.gov/530/WaterandWastewater-Standard-Details>; and the City of Rio Rancho Standard Details for Streets & Drainage. Copies of the Standard Specifications for Highway and Bridge Construction may be obtained online at: <http://dot.state.nm.us/content/nmdot/en/Standards.html>. Copies of the City of Rio Rancho Standard Details and Specifications for Streets & Drainage may be obtained online at:

<http://www.rrnm.gov/DesignStandards>. The order of precedent for dealing with conflicts will be as follows: Addenda, Required Documents for Bid Submittal, Notice to Contractors, Invitation for Bids, Special Provisions, Construction Plans (other than Standard Drawings), Supplemental Specifications, City or Rio Rancho Standard Specifications, New Mexico Department of Transportation Specifications, American Public Works Association Specifications, City of Rio Rancho Standard Drawings, New Mexico Department of Transportation Standard Drawings.

- 2.3 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.4 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of BIDDERS.

- 3.1 OWNER may make such investigations it deems necessary to determine the ability of the BIDDER to perform the Work, and the BIDDER shall within seven (7) calendar days furnish to the OWNER all such information and data for this purpose as the OWNER may request. OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated herein.
- 3.2 BIDDER shall have a New Mexico Contractor's License and all classifications required to perform the Work, and shall provide such information in the space provided in the Bid Form.
- 3.3 In order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [Section 13-4-10 NMSA 1978, et seq.], the CONTRACTOR, serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the New Mexico Department of Workforce Solutions. Each CONTRACTOR, prime contractor or subcontractor is required to be registered pursuant to this subsection.

4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each BIDDER before submitting a Bid:

- 4.4.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical data” referred to below);
 - 4.4.2 To visit the site(s) to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
 - 4.4.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.4.4 To study and carefully correlate BIDDER's knowledge and observations with the Contract Documents and such other related data; and
 - 4.4.5 To promptly notify OWNER of any and all conflicts, errors, ambiguities or discrepancies which BIDDER may discover in or between the Contract Documents and such other related documents.
- 4.2 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER and ENGINEER make no guarantees as to the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Before submitting a Bid each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.4 On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

- 4.5 Reference is made to the Supplementary Specifications for the identification of the general nature of any work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 4.6 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that BIDDER has given OWNER written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents and the written resolutions thereof by OWNER is acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.7 The provisions of the above items 4.1 through 4.7, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents.

All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents. Access to lands used for offsite disposal of excess soil will be obtained and paid for by CONTRACTOR.

6. Interpretations and Addenda.

- 6.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to OWNER in writing. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Issuing Office as having received the Bidding Documents. Questions received less

than ten (10) calendar days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.
- 6.3 Each Addendum shall be a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof and all BIDDERS shall be bound by such Addenda. Each BIDDER shall ascertain, prior to submitting the bid, that the BIDDER has received all Addenda issued, and shall acknowledge receipt of each Addendum on his Bid Form.

7. Bid Security.

- 7.1 Each Bid must be accompanied by Bid Security made payable to OWNER in an amount of at least five (5%) percent of BIDDER's total bid amount and in the form of a certified or bank check or a Bid Bond on a form acceptable to the OWNER issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions.
- 7.2 The Bid Security is submitted as a guarantee that the BIDDER, if awarded the Contract, will promptly execute the Agreement in accordance with the Bid Form and in the manner and form required by the Contract Documents, will furnish good and sufficient bond for the faithful performance of the same and for the payment of all labor and materials, and furnish required certificates of insurance.
- 7.3 The Bid Securities of all BIDDERS except the three lowest will be returned promptly after the canvas of bids.
- 7.4 OWNER shall have the right to retain the Bid Security of the three apparent lowest BIDDERS until either (a) the Agreement has been executed and the Labor and Material Payment Bond and the Performance Bond and all required proof of insurance, including certificates of insurance, have been furnished to OWNER; (b) the time specified in the Bidding Documents has elapsed so that BIDDER may withdraw the Bid Proposal; or (c) all bids have been rejected, whichever occurs first.
- 7.5 If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Performance Bond, Labor and Material Payment Bond and certificates of insurance within the required time period after receipt of the Notice of Recommendation to Award, OWNER may annul the Notice

of Recommendation to Award and the Bid Security of that BIDDER shall be forfeited to OWNER as liquidated damages, not as a penalty.

7.6 Bids submitted without the required Bid Security will not be considered.

7.7 The Performance Bond and the Payment Bond will be equal to one hundred (100%) percent of the contract price.

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially complete are set forth in the Bid Form.

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Bid Form.

10. Substitute and “Or–Equal” Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or–equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or–equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement, unless noted in the Specifications. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

11. Subcontractors, Suppliers and Others.

11.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the Notice of Award, the apparent Successful Bidder, and any other BIDDER so requested, shall, within seven calendar (7) days request by OWNER, submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. An OWNER or ENGINEER who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent

Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder may submit an acceptable substitute, that BIDDER's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If the apparent Successful Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person or organization so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to OWNER. This subsection does not apply to the BIDDER'S listing of Subcontractors for Compliance with the Subcontractor's Fair Practices Act, which must be complete at the time the Bid is submitted to OWNER.

- 11.2 Some Public Works Projects may be subject to the provisions of the "Subcontractors Fair Practices Act" (Chapter 18, Laws 1988; Sections 13-4-31 through 13-4-43 NMSA 1978). When this Act is applicable, BIDDER shall comply with the requirements set forth in the Supplementary Conditions of these Bidding Documents.
- 11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

12. Bid Form.

- 12.1 Prices shall be filled in for all items on the Bid Form, including alternates as may be required on the Bid Form. The price for each item shall include its pro-rata share of overhead, profit and insurance. Prices shall also include any and all license and royalty fees for products, materials and processes. Prices shall be shown in numerals in ink, printed or typed in the spaces provided. Any alterations to the bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid Form.
- 12.2 BIDDER shall include all applicable taxes, except New Mexico Gross Receipts Tax, in all bid amounts, including Lump Sum, Unit Price and Alternate Bid amounts. The Bid Form shall contain a separate entry for New Mexico Gross Receipts Tax immediately preceding the Base Bid. All Alternates shall contain a separate entry for New Mexico Gross Receipts Tax immediately preceding the total amount of the Alternate. No Unit Prices nor Lump Sum Amounts contained within the bid shall include New Mexico Gross Receipts Tax.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and

attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed in ink below the signature.
- 12.6 BIDDER shall acknowledge receipt of all Addenda by entering the number and date of each addendum in the space provided on the Bid Form.
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 If BIDDER is an out-of-state corporation, evidence of authority to conduct business as an out-of-state corporation in New Mexico shall be provided in accordance with Paragraph 3 above.
- 12.9 BIDDER shall enter his New Mexico Contractor's License Number and Classifications in the space provided on the Bid Form.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, <http://www.rnm.gov>.

14. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.

DEFINITIONS:

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- A copy of a valid Resident Business, Resident Contractor, Resident Veteran Business, or Resident Veteran Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 1. in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 2. in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

15. Modification and Withdrawal of Bids.

- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the scheduled closing time for receipt of Bids.
- 15.2 If, within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER

may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16. Opening of Bids.

BIDDERS are invited to be present at the Bid Opening. The person(s) reading the bids will adhere to the following procedure prior to reading the amount of the bid:

- 16.1 Read name of BIDDER, BIDDER's New Mexico contractor's license number and classification, and when applicable the BIDDER's Resident Contractor Number.
- 16.2 Read the amount of the Bid Security.
- 16.3 Verify BIDDER's acknowledgment of Addenda.
- 16.4 Determine whether the Bid Proposal is signed.
- 16.5 Verify submittal of BIDDER's Listing of Subcontractors for compliance with Subcontractors Fair Practices Act.
- 16.6 Determine whether other requirements are met.

If any of the above requirements have not been met, the bid shall be read after the deficiency or deficiencies have been announced and noted.

17. Bids to Remain Subject to Acceptance.

All Bids shall remain subject to acceptance for the period of time after the scheduled closing time for receipt of bids as indicated on the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

18. Award of Contract.

- 18.1 OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. OWNER reserves the right to cancel the opportunity for submission of bids. OWNER further reserves the right to reject for OWNER's

convenience all bids submitted. BIDDERS shall not be entitled to recover damages of any nature against OWNER for OWNER's rejection of all bids, for cause or for convenience.

- 18.2 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 18.3 In evaluating Bids, OWNER may consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.4 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 18.5 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 18.6 If a Contract is awarded, it will be awarded to the lowest responsive bid submitted from a responsible BIDDER on the Base Bid shown on the Bid Form; provided, however, that if the Bid Form is a Unit Price Bid Form and there is a discrepancy between the amount shown as the Base Bid and the actual total amount of the Base Bid determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item, adding each such amount to obtain a subtotal amount and then adding the New Mexico Gross Receipts Tax amount determined by multiplying the subtotal amount by the New Mexico Gross Receipts Tax percentage given on the Bid Form, it will be awarded to the lowest responsible BIDDER on the actual total amount of the Base Bid; provided further, that when Alternates are to be accepted by OWNER, it will be awarded to the Responsible BIDDER who bids the lowest combined bid of the Base Bid and all accepted Alternates. For each Alternate, New Mexico Gross Receipts Tax shall be shown as a separate entry after the subtotal

using the method described above, and shall be followed by a total derived by adding the subtotal and Gross Receipts Tax amounts. Alternates, if any, shall be accepted by the City, at its sole discretion, in any order or combination thereof.

- 18.7 In the event that two (2) or more of the bids submitted are identical in price and are the low bid, the OWNER may award by lottery to one of the identical low Bidders.
- 18.8 Preference: Various preferences will be afforded to an Offeror who qualifies as a resident Offeror in accordance with New Mexico State Law and City of Rio Rancho Ordinance. This section shall not apply when the expenditure includes federal funds for a specific purchase.
- 18.9 If the Contract is to be awarded, the OWNER will give the apparent Successful Bidder a Notice of Recommendation to Award within the period specified in the Bid Form unless the BIDDER and the OWNER agree to extend the period specified.

19. Signing of Agreement.

If and when OWNER gives a Notice of Recommendation to Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Performance and Payment Bonds in accordance with Paragraph 5 of the General Conditions and the Supplementary Conditions, and Certificates of Insurance in accordance with Paragraph 5.4 of the General Conditions and the Supplementary Conditions. Within ten (10) calendar days following the Award of Contract by OWNER, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. Non-Appropriations.

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the same, and this Agreement shall terminate forthwith.

21. Pre-Bid Conference.

When a pre-bid conference date is given in the Advertisement for Bid or by Addendum, the conference shall be conducted to explain the Project. Attendance at the pre-bid conference shall be mandatory only when so required in the Advertisement for Bids or

Addendum. When attendance is mandatory, failure to attend shall disqualify the prospective BIDDER from submitting his Bid. Whenever attendance is not specified as mandatory, prospective BIDDERS are encouraged to attend and should be prepared to ask questions or request clarifications regarding the Project and Bidding Documents. Nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by Addendum. When attendance is not mandatory, failure of a BIDDER to attend the pre-bid conference shall mean that the Bidding Documents are clear, unambiguous, and acceptable to all non-participants, with respect to all who submit bids.

22. Guarantee Provisions.

The CONTRACTOR shall guarantee the Work as provided in the General Conditions and Supplementary Conditions.

23. Affirmative Action Program.

The CONTRACTOR shall comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements in the Supplementary Conditions.

24. Wage Rates.

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 State Office of Labor Commissioner and, where applicable, the prevailing Federal Wage Rate Decision listed by the U.S. Department of Labor in effect at the scheduled closing time for receipt of bids.

In the event more than one (1) wage scale applies to the Project, the appropriate wages to be paid to the various classes of laborers and mechanics employed under the contract shall be the highest prevailing wages for each job classification for the particular type of construction being performed by the construction worker.

25. Permits.

The CONTRACTOR shall bear the sole responsibility of securing and paying for permits, fees, and licenses required for execution of Work as applicable at the time of receipt of bids.

26. Collusion.

All BIDDERS must submit an affidavit of non-collusion and certify that the bid submitted was arrived at without resorting to any collusive bidding practices. Collusion is defined as any activity that artificially affects prices when bidding on a contract or activity that restricts competition among bidders or potential bidders by exchanging or sharing information with firms presumed to be competing for the same contract.

Any person with knowledge of collusive bidding or other misconduct is encouraged to report possible violations to the City Purchasing Manager.

27. Worker's Compensation Insurance/Non-Resident Contractors.

Notice is given that in addition to the requirements of the General Conditions of the Contract, Non-Resident Contractors shall comply with the provisions of Sections 52-1-66; 59A-17-10.1; 59A-18-1; and 59A-18-12 NMSA 1978, pertaining to the worker's compensation insurance policy and rate for employers not domiciled in New Mexico.

28. STATE OF NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT. This Public Works Project is subject to the provisions of the Subcontractors Fair Practices of the State of New Mexico.

28.1 General: This law requires that all work being performed by a Subcontractor in the amount exceeding the listing threshold be performed under the provisions of the Subcontractors Fair Practices Act.

28.2 Listing Threshold Amount: The listing threshold shall be five thousand dollars (\$5,000) or ½ of 1% of the Engineer's Estimate of the total project cost, not including alternates, whichever is greater.

28.3 List of Subcontractors Required: BIDDERS shall define the categories of Subcontractors in his bid and shall list no more than one Subcontractor for each category. This listing shall only apply to those Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and estimated work exceeds the threshold dollar amount given in Section 27.2 above. This list shall be completed on the form entitled "Bidder's Listing of Subcontractor for Compliance with the Subcontractors Fair Practices Act" immediately after the Bid Form. This sheet must be filled in if a Subcontractor whose work exceeds the threshold limit is to be used. The list shall include the name and business address of each Subcontractor under potential subcontract to the bidder, who will perform work or labor or render service, which exceeds the threshold amount. All Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and whose estimated work exceeds the threshold shall be listed at the time the Bid is submitted to OWNER. With respect to any category of work for which no subcontractor is listed in the above-referenced form and the BIDDERS does not state that 'no bid was received' or that 'only one bid was received', BIDDERS should be prepared to document (1) that it is licensed and prepared to do the work itself, and/or (2) that it has determined, at the time of submission of its bid, that the category of work does not exceed the threshold dollar amount given in

Section 27.2 above. Failure to complete this form will result in a non-responsive bid that will be rejected.

- 28.4 Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is held pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work of the Project is caused as a result, the CONTRACTOR shall not be entitled to an increase in the contract amount or contract time.
- 28.5 Applicability of this Section: Any questions regarding this act should be referred to Legal Counsel.
29. The selected Contractor shall comply with all applicable Worker's Safety Requirements of the U.S. Occupational Health and Safety Administration.
30. The City of Rio Rancho Procurement Code, Section 36.37, Paragraph B, notes that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

31. PURCHASING OFFICE

This IFB is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS. Communications initiated by a bidder to this IFB with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
 Department of Finance Services, Purchasing Division
 Attention: Anthony Serna-Sanchez
 3200 Civic Center Circle NE, STE 300
 Rio Rancho, NM 87144
 Telephone: (505) 896-8769
 Fax: (505) 891-5762
 aserna-sanchez@rrnm.gov

Return of Acknowledgement Form for Distribution List. Potential Bidders should return by email, facsimile, registered mail or in person the Acknowledgement Form (see on next page) to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Bidder's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this solicitation. A valid email address must be provided.



CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
IFB 20-PW-010
Jager Drive ADA Ramp Remediation

ACKNOWLEDGMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a bid; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____ Title: _____

Phone: _____ Fax: _____

Email (required): _____

Address: _____

City: _____ State: _____ Zip: _____

When completed, please email, fax or mail this form to the following contact:

CITY OF RIO RANCHO
Purchasing and Contracts Division
Attention: Anthony Serna-Sanchez
3200 Civic Center Circle NE, Suite 300
Rio Rancho, NM 87144
(505) 896-8769
aserna-sanchez@rrnm.gov



CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
IFB 20-PW-010
Jager Drive ADA Ramp Remediation

NOTICE TO CONTRACTORS

1. Statement of Scope of Work

The City of Rio Rancho is requesting formal bids for ramp improvements consisting of the removal of existing ADA deficient curb ramps and constructing parallel directional curb ramps and diagonal parallel curb ramps on Jager Drive. Construction shall include the replacement of curb, portions of the valley gutter as required, and ramp reconstruction to meet current ADA requirements reflected in the plans and within the NMDOT ADA Pedestrian Access Standard Details. Testing shall comply with the NMDOT Minimum Testing Requirements. Public Coordination Letters will be delivered to any business or apartment office prior to any work at their access entrance in accordance with the Public Notice and Communication Requirements, Classification "C".

This project is fully funded by Community Development Block Grant (HUD) funds; therefore the City of Rio Rancho and the awarded contractor must comply with all Federal and State requirements.

Vendor shall submit working red line drawings/As-Builts, following the format and method stated in the Development Process Manual (DPM) Chapter II.7 Revised for Public Works (Separate Document), to the Project Manager or Project Inspector on a monthly basis in order to obtain payment.

In addition, as part of the Final Record Drawings, a permanent erosion/sediment control plan must be submitted to the Development Services Department (DSD) Engineering Division. The permanent erosion/sediment control plan must include grading and drainage information.

2. Standard Specifications

The Standard Specifications for the Project are: the New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association (NMAPWA); the New Mexico State Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, Current Edition, as amended and published by the NMDOT; the City of Rio Rancho Standard Details and Specifications for Roads, Drainage, Traffic, Water, and Wastewater; and the City of Rio Rancho modifications to various NMAPWA Sections. Copies of the NMDOT Standard Specifications for Highway and Bridge Construction may be obtained online at: <https://dot.state.nm.us/content/nmdot/en/Standards.html>. Copies of the City of Rio Rancho Standard Details and Specifications, and NMAPWA modifications may be obtained online at: <https://www.rrnm.gov/DesignStandards>. The City will utilize

Supplemental Condition - SC 3.03.B.2 of the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) to determine order of precedent for dealing with conflicts.

3. Project Schedule

- a. Legal Advertisement: October 28, 2020
- b. Question Deadline: October 31, 2020 by 5:00 PM
- c. Addendum Deadline: November 3, 2020
- d. Emailed Bid Submission Deadline: November 10, 2020 by 2:00 PM
- e. Mailed Original Bid Submission Deadline: November 13, 2020

4. Requirement of Vendor Registration with City of Rio Rancho Purchasing Office

The awarded vendor must have a current registration with the City of Rio Rancho for the Purchasing Office to issue a Purchase Order on any project. If the Bidder is not currently registered, a completed Vendor Registration Form and W9 must be completed and submitted to the Purchasing Office. Contractors can find these forms and additional information regarding Vendor Registration at the following web address: <https://www.rnm.gov/Vendor>. Contractors may also contact the Purchasing Office to check their vendor registration status.

5. Determination of Notice to Proceed Date

Determination of the Notice to Proceed date is at the City of Rio Rancho's sole discretion.

6. Construction Water Meter

Construction water meters shall be obtained by the Contractor from the City of Rio Rancho Utility – Customer Services. Acquisition of the water meter and cost of water will be incidental to the project.

7. Public Notice and Communication Requirements

Acquisition and completion of any items required by the selected Classification Projects below are incidental to the project and no payment will be made to the contractor. Any signage listed in the Classification Projects below is for public notification and is not considered a Traffic Control Device or Traffic Control.

Classification C

Low level of communication will include: verbal, written (door hangers), website, and social media.

Verbal Communication: When a project is in the early stages, design or inception, and throughout construction, contact should be made with residents and businesses affected in order to establish a relationship and inform them about the upcoming project, progress, and delays. Those residents or businesses affected by the project may choose to be added to the log of stakeholders to receive updates about the project as it progresses.

Written Communication: This communication type shall be used during construction on each project portion or line segment that affects public access or utilities. Written

communication shall include the delivery of door hangers, letters, or both to the public no less than two (2) weeks before construction activities begin, start of, or as work progresses. The determination as to which media is best suited to the project under construction will be determined by the Project Manager.

Emails to those who have requested to be added to the stakeholders log regarding updates about the project throughout construction should also be utilized. Any and all correction notices regarding previously provided information that is now incorrect or delayed to the affected party shall be provided if construction or utility impairment does not start within 48 hours of the proposed start date.

Door Hangers: When a resident's or business' property, access, etc. is being specifically targeted for improvement or improvements are occurring where the resident's or business' property is negatively affected due to access limitations or utility outages. Contractors will use either the City of Rio Rancho's Capital Project Door Hanger Template (using Avery 16150 Template), the City of Rio Rancho's Maintenance Project Door Hanger Template (using Avery 16150 Template), or the City of Rio Rancho's GB Maintenance Project Door Hanger Template (using Avery 16150 Template) as determined by the Project Manager.

A. Door hangers and letters will state:

1. City's Project Manager's name, email, and telephone number;
2. Contractor's name, address, and local telephone number;
3. Nature of work to be completed;
4. Disruptions that resident or business might expect;
5. Expected duration of construction;
6. Contractor's local telephone number to which complaints can be made during normal working hours; and Contractor's local telephone number to which Emergency conditions can be reported during non-working hours.

Special Notices: These notices will serve as an additional reminder to inform residents and businesses personally and by written notice (door hangers or letters) that access to their property or utility services will be impaired or similar. This written communication shall restate the schedule of such impairment, with reference to the previous notifications of such impairment. These notices will include the same information as outlined above and will be delivered seven (7) calendar days in advance of the scheduled impairment.

B. Notice Delivery:

1. Hand deliver to each resident and business adjacent to or which may be reasonably expected to be affected by impairment.

7. **Traffic Control**

The Contractor shall submit, a minimum of five (5) business days prior to the requested commencement of construction in the area affected, a detailed Traffic Control Plan to the City's Traffic Section, and a copy to the designated Project Manager for review and approval by the City. If the Traffic Control Plan will include closing access off to Residents or Businesses, or is to address a utility impairment; then the Public Notice and Communication Requirements project Classification will supersede the above minimum notification. In the event of an emergency situation, the Traffic Control Plan shall be submitted as soon as possible with

documentation of the emergency. Traffic Control Plans shall conform to the City Ordinance Chapter 96: Use of Public Right-of-Way. The City of Rio Rancho Capital Improvement Right-of-Way Permit can be obtained at: <https://www.rnm.gov/CIPROW>.

Traffic Control Log Book must be maintained throughout project duration, and submitted to the City of Rio Rancho at the project closeout. The log book will also be provided to the City Inspectors for biweekly review and hard copies.

A signature sample from the Traffic Control Supervisor is required before commencement of construction. If the Traffic Control Supervisor changes during construction, a new signature sample of the new Traffic Control Supervisor is required before work can continue.

All existing signs need to be recorded/tracked in Existing Permanent Signing Log, even if they will not be removed, covered, or relocated.

8. Property Owner Access

The Contractor shall be solely responsible for maintaining access to those properties whose primary access is on Jager Drive. This access shall be maintained regardless of closure status.

9. Mobilization

If the Contractor's Bid Item Price for mobilization is equal to or less than 10% of the Total Original Contract Amount less mobilization, the City will pay the Contractor using the following procedure:

1. If the Contractor has performed Work representing less than 5% of the Total Original Contract Amount less mobilization, the City will pay 25% of the Mobilization bid amount;
2. If the Contractor has performed Work representing from 5% to less than 10% of the Total Original Contract Amount less mobilization, the City will pay 50% of the Bid Item Price for mobilization; and
3. If the Contractor has performed Work representing 10% or more of the Total Original Contract Amount less mobilization, the City will pay 100% of the Bid Item Price for mobilization.

If the Contractor's Bid Item price for mobilization is greater than 10% of the Total Original Contract Amount less mobilization, the City will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization equal to 10% of the Total Original Contract Amount less mobilization. The City will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

Basis of Payment

Pay Item
Mobilization

Pay Unit
Lump Sum

The City will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

10. Construction Staking and Record/As-Built Construction Drawings

The Contractor shall furnish all construction staking and surveys required to construct the project in accordance with the bearings, distances, and coordinate points specified in the drawings. The Contractor shall be responsible for furnishing the OWNER with as-built survey information/record documents for construction work performed per Chapter II.7 of the City of Rio Rancho's Development Process Manual (DPM) Revised for Public Works and the Supplementary Conditions 4.05.B. As-built survey information/record documents shall be considered incidental to the project and no separate payment shall be made thereof.

11. Americans With Disabilities Act (ADA) Compliance

All Americans with Disabilities Act (ADA) Construction Inspection forms must be completed and delivered to the Project Inspector and Project Manager prior to request for payment on these items.

12. Material Testing and Quality Control for New Mexico Department of Transportation (NMDOT) Specification Items

Quality Control Contractor Testing shall comply with the NMDOT Minimum Testing Requirements for NMDOT Bid Items. The Contractor's Testing lab shall be independent of the testing lab performing Quality Assurance testing on behalf of the owner per the NMDOT Minimum Testing Requirements Table. All material incorporated but not limited to subgrade, asphalt, base course, concrete, backfill, pipe, and utility backfill shall be tested. A copy of the NMDOT Minimum Testing Requirements can be obtained at: <https://www.rnm.gov/VendorForms>.

13. Other

The detectable warning surface shall be brick red in color.

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

SC 1.01.A.2 Agreement:

At the end of the sentence, add the following:

also referred to as Contract

SC 1.01 Defined Terms

Delete Section 1.01.A.12 in its entirety and substitute the following:

- 12.** *Contract Documents*—Those items so designated in the Agreement, including, printed, hardcopies, and electronic versions of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Delete 1.01.29 in its entirety and substitute the following:

- 29.** *Owner*—The City of Rio Rancho.

Delete Section 1.01.A.32 in its entirety and substitute the following:

- 32.** *Progress Schedule*—The Baseline Schedule that is revised or modified during Application for Payment by Contractor.

At the end of subsection 1.01A, add the following:

- 52.** *Baseline Schedule*—A fixed Project schedule developed by Contractor utilizing the critical path method that is the standard by which Project performance is measured.

SC 2.01 Delivery of Bonds and Evidence of Insurance

Add the following:

“Contractor shall also deliver simultaneously with the Agreement copies of certificates of insurance in accordance with Section 5.03 of the General Conditions.”

SC 2.05 Before Starting Construction

Delete Section 2.05.A.1 in its entirety and substitute the following:

1. **Baseline Schedule.** The Engineer and Owner will notify Contractor in writing within ten (10) Days of the submittal of a Baseline Schedule if the schedule is “Accepted,” “Accepted as noted,” or is “rejected.” Unless otherwise specified in the Contract, Contractor is wholly and solely responsible for construction means, methods or techniques, therefore the Engineer’s and Owner’s review of the Baseline Schedule will be for compliance with the Specifications and Contract requirements. Acceptance by the Engineer and Owner shall not relieve Contractor of any of its responsibilities for the accuracy or feasibility of the schedule. Any Baseline Schedule which alters Contract Time shall be deemed “rejected.” In no event, may approval of a Baseline Schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Contractor shall not commence Work until the Engineer and Owner accepts a Baseline Schedule.

The Engineer and Owner will use the Baseline Schedule to establish major construction operations, to determine Contract Time extensions, and to measure the progress of the Work. Contractor shall be responsible for assuring all Work, including all Subcontractor Work, is included in the Baseline Schedule. Contractor shall be responsible for assuring that all Work sequences are logical and that the Baseline Schedule indicates a coordinated plan. Failure by Contractor to include any element of Work required for performance of the Contract shall not excuse Contractor from completing all Work within the required time.

For Baseline Schedules that are “rejected”, the Engineer and Owner shall communicate, in writing, to Contractor all portions of the schedule that are not in compliance with the Contract requirements. Contractor shall, within seven (7) Days of receipt of the reasons for rejection of the schedule, provide a new Baseline Schedule and all additional information necessary for the Engineer and Owner to “Accept” the Baseline Schedule. The Engineer and Owner will notify Contractor in writing within seven (7) Days of the submittal of the corrected Baseline Schedule if the schedule is “Accepted,” “Accepted as noted,” or is “rejected.” Contractor’s failure to provide a timely and acceptable new Baseline Schedule in response to a rejected schedule waives any Claim the basis of which would have been documented by an acceptable Baseline Schedule.

Contractor shall provide a Baseline Schedule which clearly describes the following:

1. A reasonable and workable plan to complete the Work within the Contract Time;
2. The order and relationships of construction activities and the sequence of the Work;
3. Construction activities in a format prescribed by the Engineer and Owner so the Engineer and Owner can readily identify the Work and measure the progress of each construction activity;
4. The Project’s critical path;

5. The milestones or other key dates specified in the Contract; and;
6. Logic diagrams.

The Baseline Schedule shall consist of network diagrams and associated bar graphs and shall include a tabulation of each activity shown on the detailed network diagrams. Provide, at a minimum, the following information on the Baseline Schedule:

1. Construction activity description;
2. Early start date (each activity);
3. Late start date (each activity);
4. Original duration, in workdays (each activity);
5. Total float and free float (each activity);
6. Sequence and interdependence of activities;
7. Workdays each week;
8. Contractor designated holidays;
9. Number of shifts per Day;
10. Number of hours per shift;
11. Scheduled Completion Date;
12. Anticipated weather events based on historical data; and
13. Resource Loading.

The Baseline Schedule shall include a report of projected Project completion measured in dollars and time. Float contained in the Baseline Schedule is not for the exclusive use or benefit of either the Owner or Contractor.

Contractor shall prepare and submit one (1) electronic copy and two (2) time-scaled color prints of the Baseline Schedule, using a Project scheduling software as directed by the Engineer and Owner that includes the following features:

1. Display the schedule as a Gantt chart;
2. Clearly display the critical path of scheduled construction activities apart from the noncritical scheduled construction activities;
3. Calculate and display total float and free float for each construction activity;
4. Clearly display the early start, late start, early finish and late finish dates for each construction activity; and,
5. Ability to easily store and transfer the schedule as a file (or files) from one computer to another.

SC 2.07 Initial Acceptance of Schedules

Delete Section 2.07.A.1 in its entirety and add Section 2.08

- 2.08 Contractor shall submit an updated Baseline Schedule, the Progress Schedule, monthly a minimum of five (5) Days before the Application of Payment. Failure by Contractor to submit the Application for Payment is non-conformance and the Progress Payment shall be withheld until a Progress Schedule is submitted.

Each construction activity in a monthly or revised schedule shall contain the same information required for the Baseline Schedule. Contractor shall include in the schedule a report of projected percent complete, measured in dollars and time. An acceptable schedule shall conform to Section 2.05.A.1 hereof. In no event may acceptance of a schedule revise the Contract Documents, including Contract Time, unless accompanied by a related Change Order. Any monthly or revised schedule which alters Contract Time shall be deemed rejected.

Float contained in the Progress Schedule is not for the exclusive use or benefit of either the Owner or Contractor, except as follows: float generated on critical path construction activities due to the acceleration of Contractor's performance, at the written direction of the Engineer and Owner, shall be for the exclusive use of the Owner; and, float generated on critical path construction activities due to the reduction or elimination of items shall be for the exclusive use of the Owner.

The Engineer and Owner may grant time extensions only to the extent that the construction activities on the critical path of the Progress Schedule in effect at the time of the delay are impacted.

SC 3.03 Reporting and Resolving Discrepancies

Add the following Subsection:

- 3.03.B.2** Any conflict, error, ambiguity, or discrepancy amongst the following portions of the Contract Documents shall be resolved by giving precedence in the following order: Addenda, Construction Plans other than Standard Drawings, Supplemental Specifications other than Standard Specifications.

SC 4.02.A.1.a Reports and Drawings

Add the following:

If Applicable (E.g. GEO-TESTING REPORTS)

SC 4.05 Reference Points:

Delete Section 4.05 in its entirety and substitute the following:

SECTION 4.05 SURVEYING

4.05.A Surveys by Owners

- 4.05.A.1** Owner reserves the right to perform any other surveys Owner deems necessary, including but not limited to surveys to verify pay

quantities, construction staking by Contractor and conformance of constructed improvements with the lines, grades, locations and elevations shown on the plans. Performance or non-performance of such surveys by Owner shall not relieve Contractor of Contractor's responsibility to construct improvements in accordance with the lines, grades, locations, and elevations shown on the plans.

4.05.B Surveys by Contractor

- 4.05.B.1** Contractor shall furnish all construction staking and surveys required to construct the proposed improvements in accordance with the lines, grades, locations and elevations shown on the plans.
- 4.05.B.2** Contractor shall furnish any reconnaissance surveys necessary to "pothole" and record the locations of existing utilities shown on the plans, indicated by utility locators and/or encountered during construction.
- 4.05.B.3** Contractor shall furnish any surveys required to support quantities for payment requests. Such surveys and quantity determinations shall be subject to review and approval or rejection by ENGINEER.
- 4.05.B.4** Contractor shall furnish as-built survey information for all improvements.
- 4.05.B.5** Contractor shall furnish to ENGINEER two (2) copies of all survey notes and cut sheets. Contractor shall furnish as-built survey information and existing utility location information in the form of redlines markups on the project record plans. Receipt or non-receipt of such information by ENGINEER shall not obligate Owner or ENGINEER in any manner nor relieve Contractor of Contractor's responsibility to construct all improvements in accordance with the lines, grades, locations and elevations shown on the plans.
- 4.05.B.6** Throughout construction of the Project, Contractor shall maintain a record set of project construction plans on which Contractor shall record the horizontal and vertical locations of constructed improvements and existing utilities encountered during construction, plan changes and other pertinent information. The record project construction plans shall be available at the project for review by ENGINEER at all times and shall be provided to ENGINEER upon completion of construction.

4.05.C Preservation of Survey Monuments, Points and Staking

- 4.05.C.1** Contractor shall be responsible for the preservation of any and all existing survey monuments.

Contractor shall notify ENGINEER not less than seven (7) calendar days prior to starting work in order that ENGINEER may take necessary measures to reference the location or ensure the preservation of survey monuments. Contractor shall not disturb permanent survey monuments without the consent of ENGINEER and shall notify ENGINEER and bear the expense of replacing any that may be disturbed without permission. Only Owner shall do replacement. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, Contractor shall, at his own expense, adjust the monument cover to the new grade unless otherwise specified.

- 4.05.C.2** Contractor shall be responsible for the preservation of any and all right-of-way boundary points, and control points furnished by Owner. Contractor shall not disturb any points furnished by Owner without the written consent of ENGINEER and shall notify ENGINEER and bear the expense of replacing any that may be disturbed without permission. Only Owner shall do replacement of points furnished by Owner. The cost of replacement shall be charged against Contractor and shall be deducted from payment due Contractor for the work. Contractor shall be responsible for any mistakes or delays that may be caused by loss or disturbance of points furnished by Owner.

- 4.05.C.3** Contractor shall be responsible for the preservation of all construction staking furnished by Contractor and shall notify ENGINEER and bear the expense of replacing any that may be disturbed. Contractor shall be responsible for any mistakes or delays that may be caused by loss or disturbance of staking furnished by Contractor.

4.05.D Discrepancies

- 4.05.D.1** Contractor and ENGINEER shall notify each other immediately upon the discovery of any discrepancies in the plans, surveys, or staking. ENGINEER, in consultation with Contractor, shall promptly review the discrepancies and issue corrections or clarifications. If Contractor elects to proceed with construction before such corrections or clarifications are made, Contractor shall do so at Contractor's own risk and expense.

4.05.E Measurement and Payment

4.05.E.1 All Construction surveys furnished by Contractor, as required by the Supplementary Conditions, shall be included in the lump sum bid, or shall be considered incidental to the contract price.

SC 5.04 Contractor's Liability Insurance:

The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations.

SC 5.04.A.1 & 5.04.A.2 Worker's Compensation, etc. under Paragraph **5.04.A.1** and **5.04.A.2** of the General Conditions:

- (1) State: Statutory
- (2) Applicable Federal (e.g., Longshoreman's): Statutory
- (3) Employer's Liability: \$1,000,000

SC 5.04.A.3, 5.04.A.4 & 5.04.A.5, and 5.04.B.3 Contractor's Liability Insurance under Paragraphs **5.04.A.3, 5.04.A.4, 5.04.A.5, and 5.04.B.3** of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- (1) General Aggregate (Except Products-Completed Operations) \$1,000,000
- (2) Products-Completed Operations Aggregate \$1,000,000
- (3) Personal and Advertising Injury (Per Person/Organization) \$1,000,000
- (4) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- (5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (6) Excess Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$500,000

SC 5.04.A.6 Automobile Liability Insurance shall include coverage for all owned, non-owned and hired vehicles:

- (1) Bodily Injury: Each Person \$1,000,000
Each Accident \$1,000.00

Property Damage: Each Accident \$1,000,000
Or

(2) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000

SC 5.04.B.4 Contractual Endorsement

The Contractual liability coverage required by Paragraphs 6.11 and 6.20 of the General Conditions shall provide coverage for not less than the following amounts:

(1) General Aggregate	<u>\$ 1,000,000</u>
(2) Each Occurrence (Bodily Injury and Property Damage)	<u>\$ 500,000</u>

SC 5.04.B.7a Additional Insured:

Add the following:

“The City of Rio Rancho.”

SC 5.05.A Additional Types and Amounts of Insurance Required by Owner:

None.

SC 5.06 Property Insurance:

Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. The requirements of Section 5.06 of the General Conditions shall remain unchanged except that Contractor is responsible for obtaining and maintaining said property insurance.

SC 5.06.A Additional Insured:

Add the following:

“The City of Rio Rancho”

SC 6.02 Labor; Hours Worked

Add the following Sections:

6.02.C.Sanitary Conveniences.

Contractor shall establish and maintain in a sanitary condition necessary sanitary facilities for use by Contractor's employees, Subcontractors, Suppliers and other Project personnel.

Sanitary facilities shall be screened from public view. Contractor shall strictly enforce use of sanitary facilities.

6.02.D. Certified Weekly Payroll Certificates.

Contractor and all subcontractors shall submit one certified copy of the project weekly payrolls to Owner, email is preferred, and one certified copy directly to the New Mexico Department of Workforce Solutions, not later than five (5) working days after the close of each payroll period. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors."

6.02.E State of New Mexico-Labor and Industrial Commission Labor Requirements.

6.02.E.1 The minimum wages to be paid the various classes of mechanics and laborers engaged by Contractor and Subcontractors for work under this contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the State Labor Commission as provided in Section 13-4-11, NMSA 1978, or the Federal wage rates, where applicable, and in full force and effect, without exception, on the date of the contract and during the lifetime of this contract.

6.02.E.2 Contractor and each of his Subcontractors shall pay each of his employees working under this contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trace requirements or undue inconvenience to the payee.

6.02.E.3 The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the Journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by Contractor or any Subcontractor shall not exceed the number permitted by the applicable standard of the United States Department of Labor, or in the absence of such standards the number permitted under, the usual practice prevailing between trade unions and Employees Associated of the respective trades or occupations.

6.02.E.4 Extra Work - Minimum Wages: In case Owner orders Contractor to perform extra work or additional work which may make it necessary for Contractor or any Subcontractor under him, to employ in the

performance of such work, any person in any trade or occupation for which no minimum wage is specified, Owner will include the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.

6.02.E.5 Wage Underpayments and Adjustments: Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract, that Owner may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that Owner may disburse such amount so withheld by it, for and on account of Contractor to the employee to which such amount is due. Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by Owner pursuant to other provisions of this contract. A copy of the New Mexico State Office of Labor Commission Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of this contract shall be posted or otherwise made available to Contractor's employees at all times on the job.

SC 6.02.F Affirmative Action/Equal Employment Opportunity and Non-Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or ancestry, or physical or mental handicap. Contractor will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or ancestry, physical or mental handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, disciplinary actions and grievances, rates of pay or other forms of compensation, other terms and conditions of employment and selection for training, including apprenticeship. Contractor shall include the provisions of this Paragraph in every Subcontract or purchase order so that such provisions shall be binding upon every Subcontractor.

SC 6.04 Progress Schedule

Delete reference to Paragraph 2.07 in Section 6.04 in its entirety and replace with Paragraph 2.08.

SC 6.05.A Substitutes and “Or –Equals”

Delete Section 6.05.A in its entirety and substitute the following:

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or brand name, or the name of a Supplier, the specification or description is intended to establish the particular type, function, appearance, and quality required. Unless the specification or description contains or is followed by the words reading that a like, equivalent, or “or-equal” item or substitute is permitted, other items of material or equipment or materials or equipment of other Suppliers may not be submitted to Engineer for review. In the event the specification or description does contain or is followed by the words reading that a like, equivalent, or “or-equal” item or substitute is permitted, such “or-equal” items or substitute may be submitted to the Engineer for review under the circumstances described below.

SC 6.10 Taxes

Add the following Subsection:

6.10.B.1 GROSS RECEIPTS SURETY. Contractor's attention is called to the requirements of a gross receipts surety bond as may be required by the State of New Mexico Bureau of Revenue. It shall be Contractor's responsibility to ascertain if he is required to purchase a bond or not, and as such will be wholly responsible for all costs so incurred and without cost to Owner.

SC 6.16 Emergencies.

Add the following Subsection:

6.16.B Contractor shall designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the Rio Rancho Police Department, and Owner and ENGINEER.

SC 6.17 Shop Drawings and Samples

Add the following Subsection:

6.17.1 Traffic Control Plan

Contractor shall prepare a Traffic Control Plan for all areas where construction activities will occur within or immediately adjacent to the public right-of-way. This Traffic Control Plan will be submitted to the ENGINEER for review. Contractor must obtain the ENGINEER's written approval of the Traffic Control Plan prior to the beginning of construction activities in the affected areas. Approval of the Traffic Control Plan by the ENGINEER shall not relieve Contractor of any liability arising from the design or maintenance of all traffic control devices. Traffic control

devices shall be maintained by Contractor in good working order at all times during the construction period, until such time as the work is completed and permanent access control items such as fences, barrier rails and gates have been installed. The Traffic Control Plan shall conform to the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD), latest edition."

SC 6.19 Contractor's General Warranty and Guarantee:

Add the following Subsection:

6.19.D After the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, if any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instruction, either correct such defective work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. Contractor shall also reimburse Owner for the cost of any reasonable testing or exploratory work conducted to verify the limits of the defective work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective work removed and replaced and all direct and indirect cost of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

SC 11.01 Cost of the Work

Delete Section 11.01.A.5.c in its entirety and substitute the following:

"Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such cost of rentals of all construction equipment and machinery shall be determined in accordance with the nationally accepted equipment rental rates as amended from time to time. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary of the Work."

SC 11.02 Allowances

Add the following Subsection:

11.02.E Lump Sum Allowances specified in the Contract Documents have been established for one or more of the following reasons: to cover unanticipated costs (contingencies); in lieu of additional scope requirements and design specifications, and/or to defer the selection

of materials and equipment to a later date when additional information is available to Owner; for materials testing, and/or quality control and quality assurance; for the location and/or relocation of existing utilities; and for SWPPP preparation and implementation. Any and all work performed under allowance items shall be authorized at the sole discretion of Owner prior to being undertaken and the amount of compensation thereof will be based on the reasonable costs incurred by Contractor in performing such work (determined as provided in Paragraph 11.01) and may include a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). "The following equipment rates shall be used in determining the cost of rental construction equipment and machinery in accordance with SC 11.01.c:

- 11.02.F** Unit Price Allowances specified in the Contract Documents shall be authorized at the sole discretion of Owner prior to being undertaken and the amount of compensation thereof for Unit Price Work shall be determined as provided in Paragraph 11.03

SC 12.01 Change of Contract Price

Delete Section 12.01.B.2 in its entirety and substitute the following:

- 12.01.B.2** Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit determined in accordance with Paragraph 12.01.C.2). Change orders involving a reduction in the Contract Price shall include itemized amounts representing Contractor's fee for overhead and profit deducted as determined in accordance with Paragraph 12.01.C.2.

SC 12.03 Delays

Delete Sections 12.03.A, B and C in their entirety and substitute the following:

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, or acts or neglect of other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable

adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

Add the following subsections:

12.03.F Contractor shall be solely responsible for determining in advance of their construction operations, if any of the utility lines are in conflict with construction operations. Contractor shall be solely responsible for coordinating and scheduling with the appropriate utility owner to relocate the utility conflict. Payment for utility coordination and scheduling shall not exceed the amount provided for in the Bid Form labeled Utility Coordination Allowance. Contractor shall assume full and sole liability for schedule delays and/or cost overruns due to failed coordination and scheduling of relocations with utility companies. Contractor shall keep a detailed log of all utility coordination and scheduling activities.

12.03.G Contractor shall be liable for all amounts chargeable to Owner by third parties resulting from delays within Contractor's control, including but not limited to additional design and/or construction oversight expenses, and materials testing costs. Such amounts may be deducted from Contractor's Application for Payment either at the time the cost is incurred or from the final Application for Payment as decided by Owner. If the total amounts for which Contractor is liable under this subsection exceed the amounts due Contractor under the Contract, Contractor shall remit such excess to Owner within thirty (30) days after Substantial Completion.

SC 13.03 Tests and Inspections.

Add the following Subsection:

13.03.B.4 Contractor shall pay for all retesting due to the first test or subsequent tests failing to show results meeting specifications. If not previously deducted from progress payments, costs for such tests shall be deducted from the final payment of the contract.

- 13.03.G** Job Mix Formula and Design Mixes. The preparation of job mix formulae and design mixes together with necessary sampling, and testing as required for this Contract shall be at Contractor's expense and at no cost to Owner. Such sampling and testing shall be performed by an approved testing laboratory under the supervision of a New Mexico Registered Professional Engineer. Mix, design and job mix formulae submittals shall state the methods used in preparing the designs for formulae together with substantiating data and graphic representations as appropriate, shall respond to all pertinent material requirements listed in the Technical Specifications and shall give recommendations for job procedures and job mix tolerance limits necessary to give reasonable assurances that the specification requirements will be met in the field, when appropriate.
- 13.03.H** Materials or Manufactured Items Testing of materials or manufactured items shall be at Contractor's expense. Tests for materials or items manufactured within the State of New Mexico shall be certified as meeting contract specifications by an approved testing laboratory under the supervision of a New Mexico Registered Professional Engineer or a testing laboratory under the supervision of a professional engineer registered in the state of manufacture or a testing laboratory approved by the ENGINEER.
- 13.03.I** Field Testing. The field testing of all locally processed or produced material directly incorporated into the work, including the establishment of density curves representative of materials to be used in subgrade and backfilling operations and concrete, and compliance tests will be provided by Contractor except as provided in Section 13.03 of the General Conditions or in the Technical Specifications for certain materials and tests. ENGINEER shall determine the number, type, and location of tests. Contractor shall furnish, incidental to this Contract, necessary equipment, tools, and labor, except testing equipment, to assist the testing agency in the performance of field tests. Copies of all laboratory and field tests shall be forwarded to ENGINEER, Contractor and Owner. Contractor shall submit invoices from materials testing firm and other information at the request of Owner substantiating reimbursement under the Allowance for Materials Testing and Contractor Quality Control.
- 13.03.J** Contractor shall, and shall cause his Subcontractor(s) to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the ENGINEER, any work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any of his Subcontractors so to protect

his work, such materials, shall be removed and replaced at the expense of Contractor. Until Owner accepts the project, Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be Contractor's responsibility to replace, repair, or otherwise rectify."

SC 13.07 Correction Period

Add the following Subsection:

13.07.F The one year correction period shall begin upon Substantial Completion of the entire Work.

SC 14.01 Schedule of Values

Add the following Subsections:

14.01.B Close-Out Item

The documents required to close-out the project shall be incidental to the project and shall not be included in the schedule of values. The Contractor shall represent the faithful final completion of the work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the Project. The construction close-out submittals shall be in accordance with the City of Rio Rancho Development Process Manual Volume II, Chapter 7, Section 2.

14.01.C Mobilization Item

Mobilization

If Contractor's Bid Item Price for mobilization is equal to or less than 10% of the Total Original Contract Amount less mobilization, the City will pay Contractor using the following procedure:

1. If Contractor has performed Work representing less than 5% of the Total Original Contract Amount less mobilization, the City will pay 25% of the mobilization bid amount;

- 2. If Contractor has performed Work representing from 5% to less than 10% of the Total Original Contract Amount less mobilization, the City will pay 50% of the Bid Item Price for mobilization; and
- 3. If Contractor has performed Work representing 10% or more of the Total Original Contract Amount less mobilization, the City will pay 100% of the Bid Item Price for mobilization.

If Contractor's Bid Item price for mobilization is greater than 10% of the Total Original Contract Amount less mobilization, the City will only apply the previous payment procedure to that portion of Contractor's Bid Item Price for mobilization equal to 10% of the Total Original Contract Amount less mobilization. The City will pay Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

Basis of Payment

Pay Item

Mobilization

Pay Unit

Lump Sum

The City will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

SC 14.02.A.4 Progress Payments

Add the following Subsection:

14.02.A.4 Amounts ascertained as payable per Article 14 shall be paid to Contractor until such time as the sum of the progress payments equals ninety five (95%) of the Contract Price, as adjusted for by Change Orders. Thereafter, no additional progress payments shall be made until after faithful final completion of the Work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the Project.

SC 14.06 Final Inspection

Add the following language:

14.06.A The Engineer, Owner, and Contractor will schedule and complete a Final Inspection of the Work within 14 days of Substantial Completion. During this Final Inspection, the Engineer and Owner will revise the tentative list of items to be completed or corrected, developed at Substantial Completion, and submit it to Contractor within 2 days of the Final Inspection.

Contractor shall remediate the incomplete or defective items identified during the Final Inspection, within 25 calendar of Substantial Completion Failure of Contractor to complete the punchlist within the 25 days will result in assessment of Liquidated Damages, per the Contract, until all the incomplete or defective items are completely remediated and accepted by the Engineer and Owner.

SC 14.07 Final Payment

Add the following language:

14.07.A.2e Contractor shall, within 14 days of obtaining approval that the list of incomplete or defective items is complete and has submitted all required documents per the Contract Documents, make application for final payment following the procedure for progress payments.

14.07.B If the Engineer rejects the Application for Final Payment to Contractor, then Contractor will resubmit the revised Application for Final Payment within 2 days or the assessment of Liquidated Damages will begin, per the Contract.

SC 15.02.A.1 Owner May Terminate for Cause

Delete reference to Paragraph 2.07 in Section 15.02.A.1 in its entirety and substitute it with Paragraph 2.08.

SC 16.01 Dispute Resolution:

Add the following Subsection:

16.01.D Any and all other references to arbitration in the Contract Documents shall be deleted.

SC 17.01 Giving Notice:Add the following Subsections:

- 17.01.A.3** All notices, demands, requests, instructions, approvals, and proposals and claims must be in writing.
- 17.01.A.4** Any notice to or demand upon Contractor shall be sufficiently given if delivered at the office of Contractor stated on the signature page of the agreement (or an such other offices as Contractor may from time to time designate in writing to Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.
- 17.01.A.5** All papers required to be delivered to Owner shall, unless otherwise specified in writing to Contractor, be delivered to the City of Rio Rancho, Department of Public Works, 3200 Civic Center Circle NE, Rio Rancho, New Mexico, 87144 and any notice to or demand upon Owner shall be sufficiently given if so delivered, or if mailed in the United States mail in a sealed, postage pre-paid envelope to City of Rio Rancho, Department of Public Works, 3200 Civic Center Circle NE, Rio Rancho, New Mexico 87144, or delivered with charges pre-paid to any telegraph company for transmission to the same at such address, or to other representatives of Owner or to such other address as Owner may subsequently specify in writing to Contractor for such purpose.
- 17.01.A.6** Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

CONTRACT NUMBER
Construction Contract
Jager Drive ADA Ramp Remediation

THIS AGREEMENT is made and entered into by and between the City of Rio Rancho, hereinafter referred to as the "CITY," and CONTRACTOR NAME, hereinafter referred to as the "CONTRACTOR."

City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated herebelow. The Work and project are generally described in Invitation for Bid IFB 20-PW-010.

2. GENERAL CONDITIONS

The general conditions ("General Conditions") of this Agreement shall be the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC) Document C-700, 2007, and modifications thereto incorporated herein by reference.

3. ENGINEER

The ENGINEER of record for this project, as described in the General Conditions, is The City of Rio Rancho.

4. CONTRACT TIMES

4.1 The Work will be substantially completed within **forty five (45)** consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.2 Liquidated Damages. City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City One Thousand dollars (\$ 1,000.00) for each day that expires after the substantial completion date established by the City's written Notice to Proceed.

5. CONTRACT PRICE

The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract price comprises the Base Bid described in IFB 20-PW-010 and all addenda thereto. The Contract price shall be **CONTRACT PRICE (\$)**, which excludes applicable gross receipts tax, subject to additions and deductions as provided in the Contract Documents.

6. NON-APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the same, and this Agreement shall terminate forthwith.

7. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Engineer will process applications for Payment as provided in the General Conditions. The City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, twenty one (21) days after receipt of the Engineer approved Application for Payment. All such payments will be measured by the schedule of values established in Paragraph 14.02 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

8. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Agreement Contractor makes the following representations:

- 8.1 Contractor has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents including "technical data."
- 8.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 8.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 8.4 Contractor has examined all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in Paragraph 4.02 A of the General Conditions. Contractor accepts the determination set forth in Paragraph 4.02 B of the General Conditions of the extent of the "technical data" contained in such reports

and drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02 B.1 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the contract price, within the contract times and in accordance with the other terms and conditions of the contract documents.

- 8.5 Contractor is aware of the general nature of work to be performed by City and others at the site that relates to the Work as indicated in the Contract Documents.
- 8.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents. Contractor certifies that any written resolution thereof by City is acceptable and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.8 Contractor shall make prompt payment to its subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the City. If Contractor fails to pay Contractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, Contractor shall pay interest to Contractor's subcontractors and suppliers beginning on the eight day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These

payment provisions apply to all tiers of contractors, subcontractors and suppliers.

9. CONTRACT DOCUMENTS

In addition to this Agreement, the Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, consist of the documents which are appended to this Contract as listed below in Subsection 9A and the documents which formed part of the IFB package upon which Contractor made its successful bid, as listed below in Subsection 9B.

A. Documents attached to hereto:

1. Contractor's Bid Form
2. The Bidder's Listing of Subcontractors for Compliance with Subcontractors Fair Practices Act
3. Bid Bond
4. Local/Area/Resident/Resident Veteran/Recycled Content Goods Preference Certification Form
5. Resident Veteran Preference Certification
6. Certification of Bidder Regarding Affirmative Action/Equal Employment Opportunity and Non-discrimination
7. Non-Collusion Affidavit
8. Construction Performance Bond
9. Labor and Materials Payment Bond
10. Certificates of Insurance

B. Documents which were part of the IFB package and not listed above:

1. Advertisement for Bids
2. Instructions to Bidders
3. Standard General Conditions of the Construction Contract, EJCDC Document No. C-700 (2007)
4. Supplemental Conditions
5. Notice to Contractor
6. Wage Rate Determination
7. Any Addenda issued for IFB 20-PW-010
8. Construction Plans as prepared by The City of Rio Rancho

There are no Contract Documents other than those listed in Section 9 of this Agreement. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 A & B, General Conditions. Any question regarding the documents which formed the IFB package shall be resolved by use of the documents maintained by City in its files on the Work. Contractor may obtain access to these documents at any time, upon reasonable notice.

10. MISCELLANEOUS

- 10.1 Terms used in this Agreement will have the same meaning as those defined in Article 1 of the General Conditions.

- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 The City and Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.5 If, through any cause, Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. In such event, all finished and/or unfinished documents, data, studies, surveys and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- 10.6 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the City from Contractor is determined.
- 10.7 The City may terminate this Agreement at any time for the City's convenience, by giving at least thirty (30) days notice in writing to Contractor. If the Agreement is terminated by the City as provided herein, Contractor will be paid for the time provided and expenses incurred up to

the termination date. If this Agreement is terminated due to the fault of Contractor, paragraph 10.5 hereof relative to termination shall apply.

- 10.8 Notices: Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:
 City of Rio Rancho
 Bill Ladd, PM
 3200 Civic Center Circle
 Rio Rancho, New Mexico 87144
 Telephone: 505-891-5016
 Fax: 505-891-5762

For notice to the Contractor:

- 10.9 To the extent, if at all, that NMSA § 56-7-1 is applicable to any agreement to indemnify contained in this Contract, and any such agreement to indemnify contained in this Contract is interpreted to indemnify a party against liability, claims, damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by, or resulting from, in whole or in part the negligence, act, or omission of the indemnitee, or the agents or employees of the indemnitee, or any legal entity for whose negligence, acts, or omissions any of them may be liable, any such agreement to indemnify contained this Contract shall not extend to liability, claims, damages, losses, or expenses, including attorney fees, arising out of:

- A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the indemnitee or the agents or employees of the indemnitee; or
- B. giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

- 10.10 Where documents listed in Section 9 contain terms that are different from City Ordinances, City Ordinances shall prevail. In that regard, any inconsistency between terms occurring among the following portions of this Agreement shall be resolved by giving precedence in the following order:

(1) City Ordinances, (2) this Agreement (3) the Supplemental Conditions, and (4) the Standard General Conditions of the Construction Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the date of the last party's signature.

CITY OF RIO RANCHO

CONTRACTOR NAME

By: _____
Peter Wells, Acting City Manager

By: _____
CONTRACTOR NAME

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
as Principal, hereinafter called the Contractor, and _____, a
corporation organized and existing under and by virtue of the laws of the State of _____ and
authorized to do business in the State of New Mexico, a Surety, hereinafter called the Surety, are
held and firmly bound unto the City of Rio Rancho, as obligee, hereinafter called the Agency, in
the amount of _____ Dollars (\$ _____), For the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns jointly and severally firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20____, entered
into a contract with Agency for the project described as follows: **Jager Drive ADA Ramp
Remediation**, which Contract is by reference made a part hereof and is hereinafter referred to as
the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall pay as
they become due, all just claims for labor performed and materials and supplies furnished upon
or for the work under said Contract, whether said labor be performed and materials and supplies
be furnished under the original Contract or any Contract thereunder, then this obligation shall be
null and void; otherwise it shall remain in full force and effect subject to the following
conditions:

The right to sue on this bond accrues only to the Agency and the parties to whom New Mexico
Statute Annotated Sections 6-6-11 through 6-6-13, NMSA 1953, comp. as amended, grant such
right; and any such right shall be exercised only in accordance with the provisions and
limitations of said statutes.

SIGNED AND SEALED THIS _____ day of _____, 20 ____.

(Contractor-Principal)

By: _____

Title: _____

New Mexico Contractor's
License No. _____

ATTEST:

Surety

By: _____

Title: _____

ATTEST:

This Bond is issued simultaneously with Performance Bond in favor of the Owner for the faithful performance of the Contract.

CITY OF RIO RANCHO
STATE OF NEW MEXICO



PURCHASING DIVISION
3200 Civic Center Circle NE - Suite 300
Rio Rancho, NM 87144

INVITES YOUR FIRM TO OFFER A BID ON:

IFB 20-PW-010
Jager Drive ADA Ramp Remediation

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Emailed bid submissions shall be submitted no later than
2:00 PM MST on Tuesday, November 10, 2020

Email Submissions: asernna-sanchez@rrnm.gov

Original Signed/Sealed bids shall also be submitted to the address below no later than
Friday, November 13, 2020 to be deemed Responsive/Responsible Bidders

Hand delivered/Mailed Originals: City of Rio Rancho
Office of the City Clerk
1st Floor, Room # 150
3200 Civic Center Circle NE
Rio Rancho, NM 87144

NAME OF BIDDER/CONTRACTOR

ADDRESS

CITY, STATE ZIP CODE

PHONE

FAX

EMAIL

Complete this form as well as the following forms in their entirety as specified in the Instruction to Bidders to ensure that your bid submission is complete.

BID FORM

This Bid is submitted to the City of Rio Rancho, New Mexico (hereinafter called "OWNER").

1. The undersigned (hereinafter called "BIDDER"), in compliance with your invitation for bids for the **Jager Drive ADA Ramp Remediation**, having examined the drawings and specifications, 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, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.
2. **BID SUBMISSION**: The Bidder agrees to perform all of the following Base Work and any/or all Additive Alternate work for the amount(s) submitted for **Jager Drive ADA Ramp Remediation** determined as follows:

CITY OF RIO RANCHO
Jager Drive ADA Ramp Remediation

<u>Item #</u>	<u>Spec. Type</u>	<u>Spec. #</u>	<u>Item Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	NMDOT	511000	Structural Concrete Class A-Include Excavation, Backfill and Removal of Gutter Pan	CY	23		
2	NMDOT	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
3	NMDOT	608004	CONCRETE SIDEWALK 4"	SY	775		
4	NMDOT	618000	TRAFFIC CONTROL MANAGEMENT	LS	1		
5	NMDOT	621000	MOBILIZATION	LS	1		
6	NMDOT	667210	Landscape Gravel	SY	30		
7	NMDOT	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (S.P. 702-C)	LS	1		
8	NMDOT	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1		
9	NMDOT	901000	CONTRACTOR PROCESS QUALITY CONTROL	LS	1		
Base Bid Subtotal:							

NMGRT @ 7.6875%:	
Total for Base Bid including NMGRT:	

3. BIDDER acknowledges receipt of the following Addenda:
 Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____
4. BIDDER agrees that this Bid Proposal may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.
5. If the Contract is to be awarded. OWNER will give the apparent Successful Bidder a Notice of Recommendation to Award within sixty (60) days after the scheduled closing time for receipt of bids.
6. Upon receipt of Notice of Recommendation to Award, BIDDER shall execute the formal Contract Documents within ten (10) days and deliver the Performance Bond, Labor and Material Payment Bond, and Certificates of Insurance as required herein.
7. The attached Bid Security is to become the property of the OWNER, in the event the Agreement and bonds are not executed within the time specified in this Bid Proposal, as liquidated damages for the delay and additional expenses caused to the OWNER.
8. BIDDER hereby agrees to commence Work under this Contract in accordance with the Notice to Proceed from the OWNER and to substantially complete the Project as provided in the Contract Documents within **Forty five (45)** consecutive calendar days after the date Contract Time begins as provided in the Contract Documents.

 BIDDER further agrees to pay, as liquidated damages, the amount of **One Thousand dollars (\$ 1,000.00)** for each consecutive calendar day thereafter as provided in the Supplementary Conditions.
9. BIDDER hereby declares that the only persons or firms interested in the Bid Proposal as principal or principles is or are named herein and that no other persons or firms than herein mentioned have any interest in the Bid or in the Contract to be entered into; that this Bid is made without collusion with any person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

10. BIDDER hereby agrees if awarded the Contract, to comply with the Affirmative Action/Equal Employment Opportunity and Nondiscrimination requirements of the Supplementary Conditions and to submit all information and reports required therein.

11. If requested, BIDDER agrees to furnish to the OWNER all information and data necessary for the OWNER to determine the ability of BIDDER to perform the Work.

This Bid is hereby respectfully submitted by:

Name of BIDDER

Federal Tax ID Number

By: Printed Name

Authorized Signature

Title

Date

Bidder's Mailing Address

Bidder's NM Contractor's License
Number(s) and Classifications(s)

Additional Address Information

City, State, Zip Code

Contractor's Department of Labor
Registration Number

Bidder's Telephone Number

Bidder's Fax Number

New Mexico State Corporation
Commission Number

Bidder's E-Mail Address

Bidder's Gross Receipts Tax No.

Bidder's Data Universal Numbering System (DUNS) No.

**CITY OF RIO RANCHO BIDDER'S LISTING of SUBCONTRACTORS for Compliance with
SUBCONTRACTORS FAIR PRACTICES ACT AND PUBLIC WORKS MINIMUM WAGE ACT**

BIDDER must list all Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and estimated work exceeds the threshold amount of Five Thousand and no/100 Dollars (\$5,000.00) or 1/2 of 1% of the engineer's estimate as well as those under this threshold pursuant to the Public Works Minimum Wage Act. Both the General Contractor and all tiers of subcontractors must be actively registered with NM Department of Workforce Solutions prior to submission of bid.

Subcontractor #1	Company Name: _____	FEIN: _____
	Address: _____	License Number: _____
	Email: _____	City: _____
	Phone Number: _____	State: _____
	Fax Number: _____	Zip: _____
	Work to be performed: _____	Contract Amount: \$ _____
Subcontractor #2	Company Name: _____	FEIN: _____
	Address: _____	License Number: _____
	Email: _____	City: _____
	Phone Number: _____	State: _____
	Fax Number: _____	Zip: _____
	Work to be performed: _____	Contract Amount: \$ _____
Subcontractor #3	Company Name: _____	FEIN: _____
	Address: _____	License Number: _____
	Email: _____	City: _____
	Phone Number: _____	State: _____
	Fax Number: _____	Zip: _____
	Work to be performed: _____	Contract Amount: \$ _____
Subcontractor #4	Company Name: _____	FEIN: _____
	Address: _____	License Number: _____
	Email: _____	City: _____
	Phone Number: _____	State: _____
	Fax Number: _____	Zip: _____
	Work to be performed: _____	Contract Amount: \$ _____
Subcontractor #5	Company Name: _____	FEIN: _____
	Address: _____	License Number: _____
	Email: _____	City: _____
	Phone Number: _____	State: _____
	Fax Number: _____	Zip: _____
	Work to be performed: _____	Contract Amount: \$ _____

NOTICE TO BIDDER

List only one subcontractor for each category of work. Additional sheets listing subcontractors may be attached if necessary.
Failure to comply with these requirements will make the bid non-responsive and the bid will be rejected.

Name of Bidder/ Contractor: _____ **By:** _____

Title: _____ **Date:** _____

Bid Bond

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

Date (Not later than Bid due date): _____

Penal Sum: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bounded hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attached power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above address are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by OWNER, or

3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the offer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

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

**LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM**

Business Name: _____

Principle Place of Business: _____

Address: _____

State: _____

Zip Code: _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

- (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
- (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

<p><u>PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:</u></p> <p>If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:</p> <p>RECYCLED CONTENT GOODS</p> <p>RESIDENT BUSINESS</p> <p>RESIDENT CONTRACTOR</p> <p>RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p> <p>RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p>

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. (Select only one):

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:
_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

**CERTIFICATION OF BIDDER REGARDING AFFIRMATIVE ACTION / EQUAL
EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION**

PROJECT: Jager Drive ADA Ramp Remediation

The Bidder hereby acknowledges and agrees to abide by the Special provisions for Affirmative Action/Equal Employment Opportunity and Nondiscrimination and all other provisions, regulations, of the OWNER for Affirmative Action/Equal Employment Opportunity and Nondiscrimination.

The Bidder has participated with any agency in a previous contract or subcontract subject to any Equal Employment Opportunity and Nondiscrimination in Employment requirements?

Yes () No ()

Compliance reports were required to be filed in connection with such contract or subcontract?

Yes () No ()

The Bidder has filed all compliance reports due under applicable instructions? If answer to this statement is "No, explain in detail on the reverse side of this certification.

Name of Bidder

Address of Bidder

Telephone Number

By (Signature) (Date)

Printed Name & Title of Bidder's Authorized Representative.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }

County of _____ }

Being first duly sworn deposes and says that:

- 1. He/She is the _____ of, the Bidder that has submitted the attached bid;
- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Rio Rancho or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before

Me this _____ day of _____, 20_____

Signed:

Notary Public

_____ Title

My commission expires: _____