

NOTICE OF INVITATION FOR BIDS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

Sealed bids will be received by the County Commission of Lea County, New Mexico, at the office of the Finance Director, **until 2:00 p.m. (local time) on Friday, October 16, 2020**, as specified. Bids should be addressed to:

Finance Director
Finance Department, 4th Floor
Lea County Courthouse
100 N. Main, Suite 11
Lovington, New Mexico 88260-4030
(575) 396-8521

Only Bids officially received and time stamped in the **Finance Department, 4th Floor, by 2:00 p.m. (local time) on Friday, October 16, 2020** will be accepted. Immediately afterwards the bids will be officially opened and publicly read aloud in the 1st Floor Commission Chambers at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260.

The bids received will be considered by the County Commission at its next regular meeting or at a special meeting as may be required.

Complete sets of the bidding documents may be obtained electronically upon request through Pettigrew & Associates. Email fbecker@pettigrew.us or call at (575) 393-9827.

Prospective bidders should review the project site on their own prior to bidding. Last day to submit questions is on Monday, October 12, 2020.

No pre-bid meeting will be held.

LEA COUNTY BOARD OF COMMISSIONERS

BY: REBECCA LONG, CHAIR

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(FOR OWNER USE ONLY)

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SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CR 27A MARATHON ROAD RECONSTRUCTION

BID# 02 – (20-21)

LEA COUNTY, NEW MEXICO

ENGINEERING CERTIFICATION
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

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

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



Jeremy Baker
Jeremy Baker, P.E. NM#16207

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LEA COUNTY, NEW MEXICO

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SECTION 1- TERMS AND CONDITIONS

LEA COUNTY, NEW MEXICO

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1. The Terms and Conditions will form part of the contract between the County and the successful bidder. Failure to comply with all of the Terms and Conditions may subject the offer to rejection.
2. All bids shall be sealed, addressed and delivered no later than **2:00 p.m. (local time) on Friday, October 16, 2020** to the: Finance Director, Finance Department, 4th Floor, Lea County Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030. Please mark the outside of the envelope "**Bid #02 - (20-21)**". It is the bidder's responsibility to see that the bid arrives on time. Late bids, faxes, telegrams or telephone bids will not be accepted.
3. Only Bids officially received and time stamped in the **Finance Department, 4th Floor, by 2:00 p.m. (local time) on Friday, October 16, 2020** will be accepted. Immediately afterwards the bids will be officially opened and publicly read aloud in the 1st Floor Commission Chambers at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260.
4. Each bidder is to submit its bid on the form provided. The form must be fully completed.
5. Bid submission shall consist of one (1) completed set from each bidder. Bid set shall be entire bid and contract book, including supplemental specifications.
6. All bids are FOB to the Finance Department, 4th Floor, Lea County Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico, 88260.
7. Any resident business registered with the State Purchasing Agent may list its Resident Certification Number.
8. All bidders will be notified by letter of the Board's award.
9. Bid specifications indicate the minimum standard of quality, performance or other pertinent characteristics required.
10. In case of ambiguity in stating bid prices, the County reserves the right to adopt the most advantageous interpretation.
11. The County reserves the right to waive technical irregularities in the form of the offer which do not alter price, quality or quantity, and to reject any or all offers when it is in the best interest of the County to do so.

SECTION 1- TERMS AND CONDITIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

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12. In signing this bid, the bidder certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this bid submitted to Lea County.
13. In submitting this bid, the bidder represents the bidder has familiarized himself with the nature and extent of the Request for Bids dealing with Federal, State and local requirements which are part of this Request for Bids.
14. The bidder will be required to carry the following insurance coverage:
 - a. General Liability
 1. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
 2. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).
 - b. Automobile Liability
 1. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
 2. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).
 - c. Worker's Compensation
The contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, 52-3-1 et seq.).

Lea County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Award will be contingent upon receipt of proof of insurance.
15. The Lea County Procurement Policy and the New Mexico Procurement Code, NM Stat § 13-1-1 through 199 (2019), shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
16. Lea County's policy on requests for copies of bid/proposal information is as follows:
 - a. Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.

SECTION 1- TERMS AND CONDITIONS

LEA COUNTY, NEW MEXICO

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- b. All questions must be addressed in writing at least five (5) working days prior to bid time by email to:

jbaker@pettigrew.us

with a "Cc" to:

fbecker@pettigrew.us

17. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

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 [13-4-10 to 13-4-17 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

18. It is expressly agreed and understood that the Contractor is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the Contractor, its agents and employees, by virtue of award of this bid, are not entitled to any fringe benefits available to the employees of Lea County.
19. The Contractor will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the Contractor or employee or agent thereof connected in any way with Contractor's performance under this Contract.

SECTION 1- TERMS AND CONDITIONS

LEA COUNTY, NEW MEXICO

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20. INDEMNITY BY CONTRACTOR. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless; the County, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may hereinafter suffer, incur, be responsible for or pay for as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property, public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the Contractor, its employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the Contractor, or its subcontractors, in the performance of this agreement. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable, the duty of the Contractor to indemnify the County shall not extend to liability, claims, damages, losses or expenses, including fees of lawyers and costs, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by County, or by its agents or employees; or (ii) the giving or the failure to give directions or instructions by the County or by its agent or employees, where the giving or failure to give directions or instruction is the primary cause of bodily injury, wrongful death or damage to property. This paragraph shall survive after the completion or the termination of the contract.
21. The County may prematurely terminate this Contract if the Administrative Services Director judges that the Contractor has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within thirty (30) days following the giving of such notice).
22. The Contractor agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The Contractor is forbidden from using non-employees.

SECTION 1- TERMS AND CONDITIONS

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23. Award of this bid incorporates all agreements and understandings between the County and the Contractor regarding the provision of services to the facilities named herein. No prior agreements or understandings, verbal or otherwise between the parties, will be valid or enforceable unless set forth herein.
24. Award of the bid will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
25. Upon award, the agreement between Contractor and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.
26. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Finance Department, 4th Floor
Lea County Courthouse
100 N. Main, Suite 11
Lovington, New Mexico 88260-4030
(575) 396-8521

SECTION 2 – INSTRUCTIONS TO BIDDERS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

Bids are requested for construction of the project named and described below for Lea County in accordance with these specifications and all Special Conditions, Plans, and Documents thereto.

1. PROJECT NAME

CR 27A MARATHON ROAD RECONSTRUCTION

This project consists of furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction items consisting of any or all of the bid items listed in the Unit Price Bid Proposal.

2. TIME AND PLACE OF RECEIVING BIDS

Sealed bids will be received by the County Commission of Lea County, New Mexico, at the office of the Finance Director, **until 2:00 p.m. (local time) on Friday, October 16, 2020**, as specified. Bids should be addressed to:

Finance Director
Finance Department, 4th Floor
Lea County Courthouse
100 N. Main, Suite 11
Lovington, New Mexico 88260-4030
(575) 396-8521

Only Bids officially received and time stamped in the **Finance Department, 4th Floor, by 2:00 p.m. (local time) on Friday, October 16, 2020** will be accepted. Immediately afterwards the bids will be officially opened and publicly read aloud in the 1st Floor Commission Chambers at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260.

3. QUALIFICATIONS OF BIDDERS

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

SECTION 2 – INSTRUCTIONS TO BIDDERS

LEA COUNTY, NEW MEXICO

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Bid #02 - (20-21)

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his bid, each bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work; (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate his observations with the requirements of the Contract Documents. Failure to examine any of the above will not relieve the bidder of his obligation with respect to his bid.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to County in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than five (5) days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID GUARANTY

Bid guaranty in the amount of 5% of the amount of the bid shall accompany the bid and must be in the form of a certified or bank cashier's check made payable to Owner or a bid guaranty issued by a surety licensed to conduct business in the State of New Mexico and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Guaranty of the successful bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if he fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Guaranty of any bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the executed agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the bid opening. Bid Guaranty of other bidders will be returned within seven (7) days of the bid opening.

7. CONTRACT TIME

The contract time for this project will be **one hundred twenty (120)** calendar days.

SECTION 2 – INSTRUCTIONS TO BIDDERS

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CR 27A MARATHON ROAD RECONSTRUCTION

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8. SUBCONTRACTORS, ETC.

LIST OF SUBCONTRACTORS: Each contractor shall submit a list of proposed subcontractors to be used on the project. This information will be reviewed for the apparent low bidder. If the contractor desires, the list of subcontractors may be submitted in a sealed envelope. If the contractor is not the apparent low bidder, the subcontractor may request the list to be returned, and it will be returned unopened.

In addition, if a subcontractor's work to be constructed in the project is greater than \$5,000.00 or one-half of one percent of the total project cost, whichever is greater, each bidder shall in his bid furnish:

8.1 The name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.

9. BID FORM

9.1 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.

9.2 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.3 Bids by partnership must be executed in the partnership name and signed by a partner, his title must appear under his signature, and the official address of the partnership must be shown below the signature.

9.4 All names must be typed or printed legibly below the signature.

9.5 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). Addenda will be posted to the website listed on the Notice to Bidders and it is the bidder's responsibility to obtain from the website.

SECTION 2 – INSTRUCTIONS TO BIDDERS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

10. SUBMISSION OF BIDS

10.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title and name and address of the Bidder. Contractor License Number must be shown on the outside of the envelope. Complete specifications and contract documents must be submitted with bid.

10.2 Bid submission shall consist of one (1) completed bid set from each bidder. Bid set shall be entire bid and contract book, including supplemental specifications.

11. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

12. OPENING OF BIDS

Bids will be opened as indicated in the Invitation to Bid.

13. BIDS TO REMAIN OPEN

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

14. AWARD OF CONTRACT

14.1 Owner reserves the right to reject any and all bids and waive any and all informalities and the right to disregard all nonconforming or conditional bids or counter bids.

14.2 In evaluating bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work whose identity may be submitted as specified in the Special Provisions. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with

SECTION 2 – INSTRUCTIONS TO BIDDERS

LEA COUNTY, NEW MEXICO

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the contract documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

14.3 If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the project.

14.4 If the contract is to be awarded, Owner will give the apparent successful bidder a Notice of Award within sixty (60) days after the day of the bid opening.

14.5 Simultaneously with delivery of the executed counterparts of the agreement to Owner, Contractor shall deliver to Owner the required Certificate of Insurance.

15. 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 Department of Workforce Solutions. Wage rates for this project are included in these documents. It shall be the successful Bidder's responsibility to inform himself thoroughly of all state, federal, and local laws and statutes pertaining to the employment of labor, the freedom of organization, and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable. There shall be no discrimination because of race, creed, color, national origin, or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

16. PUBLIC WORKS APPRENTICE AND TRAINING ACT

Any bidder on a Lea County Project shall comply with Section 13-40-1 of the New Mexico State Statutes, known as the "Public Works Apprentice and Training Act." Lea County shall verify that the bidder is not out of compliance with this Act by contacting the New Mexico Construction Industries Division prior to awarding of the contract.

17. BID OPENING PROCEDURE

Bidders are invited to be present at the opening of the bids. Bids will be opened and total bid amounts publicly read out loud, then bids will be taken by the finance department for examination for required bid forms, licenses, state preference numbers.

SECTION 2 – INSTRUCTIONS TO BIDDERS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

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18. COLLUSION

No bidder shall be interested in more than one bid. Collusion among bidders or submission of more than one bid under different names by any firm or individual shall be cause for rejection of all bids without consideration.

19. PREPARATION OF BID

Each bid must be submitted on the forms contained herein and attached to the specification documents. All blank spaces for bid prices must be filled in, in ink or typewritten. Any final modifications on bid prices must be in ink and the initials of the person signing the bid must be placed at each modification made. In the event a discrepancy occurs between Unit Price shown multiplied by Quantity, and the resulting amount shown of that multiplication, the unit price shall govern and the bid totals and line items shall be adjusted accordingly.

20. POWER OF ATTORNEY

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

21. CONDITIONAL BIDS

Conditional bids will not be accepted.

22. INSURANCE

See the General Conditions.

23. PERFORMANCE AND PAYMENT BONDS

For work performed under this contract the Contractor shall supply the Owner with performance and payment bonds in the amount of 100% of the project bid amount.

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

To: County Commission
Lea County Courthouse
100 North Main
Lovington, NM 88260

Date: _____

Bid of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ to the County Commission of Lea County (hereinafter called "OWNER").

CR 27A MARATHON ROAD RECONSTRUCTION

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the **CR 27A MARATHON ROAD RECONSTRUCTION**, 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, hereby proposes to furnish all labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated September 29, 2020 and October 01, 2020
2. New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition
3. The contract documents, including Special Provisions and Supplemental Specifications.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidders hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the project within the calendar days for work stated in paragraph 7 of Instructions to Bidders.

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

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Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
201000	CLEARING AND GRUBBING	ACRE	39		
203000	UNCLASSIFIED EXCAVATION	C.Y.	15,970		
203100	BORROW	C.Y.	7,611		
207000	SUBGRADE PREPARATION	S.Y.	149,705		
303210	10" FLEXIBLE BASE	S.Y.	92,088		
407000	ASPHALT MATERIAL FOR TACK COAT	S.Y.	98,616		
409000	AGGREGATE PRIMER	S.Y.	64,374		
423270	HMA SP-IV 2" COMPLETE	S.Y.	160,448		
450060	CONCRETE PAVEMENT-6"	S.Y.	356		
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	157,786		
540060	REINFORCING BARS GRADE 60	LB	4,272		
603220	CHECK DAM TYPE I	L.F.	950		
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1		
618000	TRAFFIC CONTROL MANAGEMENT	LS	1		
621000	MOBILIZATION	LS	1		
632000	CLASS A SEEDING	ACRE	24		
701000	PANEL SIGNS	S.F.	930		
701030	REMOVE AND RESET PANEL SIGN	EACH	2		
701100	STEEL POST AND BASE POST FOR ALUMINIUM PANEL SIGNS	L.F.	1,485		

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
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703002	OBJECT MARKER TYPE 2	EACH	2		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID YELLOW)	L.F.	41,800		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (BROKEN YELLOW)	L.F.	17,050		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID WHITE)	L.F.	156,350		
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1		
802000	POST CONSTRUCTION PLANS	LS	1		

NOTE: TRAFFIC CONTROL DEVICES INCLUDED WITH TRAFFIC CONTROL MANAGEMENT (618000)

TOTAL BASE BID \$ _____

TOTAL BASE BID, IN WRITING:

New Mexico Gross Receipts Tax will be added to Total Base Bid at the time of billing. Do not add New Mexico Gross Receipts Tax to the Total Base bid shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

ADDENDA: The undersigned hereby acknowledge receipt of the following Addenda.

Addendum No. _____ Date _____

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

The Bid is hereby respectfully submitted by:

	Name of Bidder	
(SEAL) if Bid is by Corp.	_____	
	By (Signature)	Date
New Mexico Contractor's License Number	_____	
_____	Printed Name & Title	
New Mexico Contractor's License Classifications	_____	
_____	Address	
New Mexico Resident Contractor Preference Number	_____	
_____	City & State	Zip
New Mexico Resident Veterans Preference Number	_____	
_____	Telephone	
New Mexico Workforce Solutions Dept. Registration Number	_____	
_____	Email Address	
Federal Employer Tax ID No.	_____	

State of New Mexico Tax ID No.	_____	

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

SECTION 3 – BID FORM
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“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s):

Board Of County Commissioners: Rebecca Long, Dean Jackson, Jonathan Sena, Don Jones, Gary Eidson, Assessor Sharla Kennedy, Clerk Keith Manes, Probate Judge Sandra Goad, Treasurer Susan Marinovich, Sheriff Corey Helton.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s): _____
Nature of Contribution(s): _____
Purpose of Contribution(s): _____
(Attach extra pages if necessary)

Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SECTION 3 – BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

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

Please check one box only:

Resident Veteran Business:

I declare under penalty of perjury that my business annual gross revenues did not exceed three million dollars (\$3,000,000) in the preceding tax year. I also declare that my business or myself has not benefited from this preference for more than ten consecutive years.

Resident Business:

I declare under penalty or perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

**** A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.**

SECTION 3 - BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

RELATED PARTY DISCLOSURE FORM

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

Yes _____ No _____

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

Yes No

Sales, purchase or leasing of property?	_____	_____	
Receiving, furnishing of goods, services or facilities?	_____	_____	
Commissions or royalty payments	_____	_____	

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

Yes _____ No _____

SECTION 3 - BID FORM
LEA COUNTY, NEW MEXICO

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

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No _____

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

Signature of Owner or Company President: _____ **Date:** _____

Print Name and Title: _____

SECTION 3 - BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

Signature of Authorized Representative: _____ **Date:** _____

Print Name and Title: _____

SECTION 3 - BID FORM
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

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

That all statements of fact in such proposal are true;

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

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder' of anyone else interested in the proposed contract; and further,

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

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

By: _____

Name & Title _____

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

Notary Public: _____

My Commission Expires: _____

SECTION 4 - BID GUARANTY

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as "SURETY" are held and firmly bound unto the County of Lea , New Mexico,
hereinafter called the "OWNER", in the penal sum of _____
_____ Dollars (\$ _____), in
lawful money of the United States, for the payment of which sum well and truly be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted
the Accompanying Bid, dated the _____ day of _____, 20 _____, to the
County of Lea, New Mexico, for:

CR 27A MARATHON ROAD RECONSTRUCTION

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

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

SECTION 4 - BID GUARANTY

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

ATTEST:
(SEAL)

Principal

By: _____

Witness as to Principal

Principal Address

ATTEST:
(SEAL)

Surety

By: _____

Witness as to Surety

Surety Address

COUNTERSIGNED:

By: _____

Attorney-in-Fact, State of _____

Power-of-Attorney for person signing for Surety Company must be attached to bond.

SECTION 5 - PERFORMANCE BOND

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

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

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

CR 27A MARATHON ROAD RECONSTRUCTION

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

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

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

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

SECTION 5 - PERFORMANCE BOND

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

ATTEST:
(SEAL)

Principal

By:_____

Principal-Secretary

Name/Title

Witness as to Principal

Principal Address

ATTEST:
(SEAL)

Surety

By:_____

Surety-Secretary

Attorney-in-Fact

Witness as to Surety

Surety Address

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

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

SECTION 6 - PAYMENT BOND
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

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

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

CR 27A MARATHON ROAD RECONSTRUCTION

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

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

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

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

SECTION 6 - PAYMENT BOND

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

ATTEST:
(SEAL)

Principal

By: _____

Principal-Secretary

Name/Title

Witness as to Principal

Principal Address

ATTEST:
(SEAL)

Surety

By: _____

Surety-Secretary

Attorney-in-Fact

Witness as to Surety

Surety Address

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

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

SECTION 7 - CONSTRUCTION CONTRACT

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

This is an agreement made by and between the County of Lea, New Mexico, hereinafter called "OWNER" and _____ of _____, hereinafter referred to as "CONTRACTOR".

The parties to this agreement, in consideration of their mutual promises agree as follows:

Description. Contractor hereby agrees with Owner to commence and complete the construction to be known as:

CR 27A MARATHON ROAD RECONSTRUCTION

and more fully described as follows, to-wit:

Furnish and install **CR 27A MARATHON ROAD RECONSTRUCTION** consists of furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction projects consisting of ally or all of the bid items listed in the Unit Price Bid Proposal.

All construction shall be in accordance with, and this Contract shall include and the parties hereto shall be bound by all provisions of the following, which are each incorporated by reference as if set forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition, as amended and revised by the Supplemental Specifications, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2019 Edition and knowledge of its contents.

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

- A. Terms & Conditions
- B. Instructions to Bidders
- C. Bid Form
- D. Bid Guaranty
- E. Performance Bond
- F. Payment Bond
- G. Construction Contract
- H. Certificate of Insurance
- I. Minimum Wage Rates and Certified Payroll

SECTION 7 - CONSTRUCTION CONTRACT

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

- J. Statement of Bidder's Qualification
- K. Project Description
- L. Special Provisions
- M. General Provisions
- N. Technical Specifications
- O. Supplemental Specifications

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

Total Bid Price \$ _____

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

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

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

Time for Completion; Liquidated Damages. Bidders hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the project within the calendar days for work stated in paragraph 7 of Instructions to Bidders. Liquidated Damages shall follow NMDOT standard specifications.

SECTION 7 - CONSTRUCTION CONTRACT

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

Payment. Owner agrees to pay Contractor for the performance of this Agreement and to make payments on account thereof as provided in "Payment to Contractor" of the Special Conditions.

This contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing signed by the parties. The Contractor's Bid is attached hereto and is referred to herein and contains the description of the Contractor's bid on the price of the Project; however, this Contract supersedes the Bid and the terms hereof are controlling on any and all terms other than the job description and price and on any and all terms where the documents conflict.

Indemnity by Contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless; the County, its officials, employees, agents, successors, and assigns from and against any and all liabilities, penalties, fines forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, including cost of defense, settlement, and reasonable attorney fees, which any or all of them may hereinafter suffer, incur, be responsible for or pay out as a result of bodily injuries, including death, to any person, damage, including loss of use, to any property, public or private, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulation of any governmental entity or agency, directly or indirectly, or arising out of or resulting from the acts, or failure to act, of the Contractor, its employees, agents, subcontractors, or other persons engaged by or under the control, supervision or direction of the Contractor, or its subcontractors, in the performance of this agreement. To the extent, if at all, Section 56-7-1 1 NMSA 1978 is applicable, the duty of the Contractor to indemnify the County shall not extend to liability, claims, damages, losses or expenses, including fees of lawyers and costs, arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by County, or by its agents or employees; or (ii) the giving or the failure to give directions or instructions by the County or by its agent or employees, where the giving or failure to give directions or instruction is the primary cause of bodily injury, wrongful death or damage to property. This paragraph shall survive after the completion or the termination of the contract.

Miscellaneous. This agreement shall inure to the benefit of and be binding upon the successors in interest and assigns of the respective parties.

It is hereby agreed by the parties that there will be no assignment or transfer of this agreement, nor of any interest in this agreement, without prior written agreement of the parties to this agreement.

It is mutually understood and agreed that this agreement shall be governed by the laws of the State of New Mexico, both as to interpretation and performance.

SECTION 7 - CONSTRUCTION CONTRACT

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

IN WITNESS WHEREOF, the parties hereto have executed six (6) copies of this document, each of which shall be deemed an original on this _____ day of _____, 20____.

ATTEST:
(SEAL)

OWNER:

THE COUNTY OF LEA, NEW MEXICO

By _____

Title _____

Finance Director

APPROVED AS TO FORM:

County Attorney

ATTEST:
(SEAL)

CONTRACTOR:

By _____

Title _____

Contractor - Secretary

SECTION 8 - CERTIFICATE OF INSURANCE

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

Insurance Coverage:

The Contractor shall obtain, and provide proof thereof, to the Owner the following insurance coverage:

a. General Liability

1. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
2. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).

b. Automobile Liability

1. Personal and Bodily Injury: \$1,000,000.00 each person; \$2,000,000.00 each occurrence; (annual aggregate); and,
2. Property Damage: \$2,000,000.00 each occurrence; (annual aggregate).

c. Worker's Compensation

The contractor shall carry worker's compensation insurance and otherwise fully comply with the New Mexico Worker's Compensation Act (NMSA 1978, 52-1-1 et seq.) and the New Mexico Occupational Disease Disablement Law (NMSA 1978, 52-3-1 et seq.).

Lea County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Award will be contingent upon receipt of proof of insurance.

Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of Project.

Workers' Compensation is required along with State statutory employers' liability limits regardless of number of employees.

Contractor covenants, warrants, and agrees that it shall indemnify, defend, save and hold the County of Lea, the Lea County Board of Commissioners, its individual commissioners, its officers, employees and agents (collectively and individually as "Owner") harmless from any and all liability, damage, expense, cause of action, suits, claims, judgments, losses, costs, expenses, and liens, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property, arising out of, resulting from, or occurring during this project. This indemnification and hold harmless by Contractor to the County of Lea (Owner) shall include, but not be limited to, the County of Lea (Owner's) attorney's fees and costs incurred in defending against the same, and in prosecuting any cross claims or counterclaims required or arising therefrom.

SECTION 8 - CERTIFICATE OF INSURANCE
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

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

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

The awarded Contractor will be responsible sending *Notification of Award (NOA)* and the Statement of Intent to the New Mexico Labor Department of Labor before work starts. After a contractor/ subcontractor has finished work on the project, but before the final payment is made, an Affidavit of Wage Paid must be returned to the DOL office.

Certified payrolls for the awarded Prime Contractor and any subcontractor shall be sent to the following:

Finance Director
Finance Department, 4th Floor
Lea County Courthouse
100 N. Main, Suite 11
Lovington, New Mexico 88260-4030
(505) 396-8521

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

Certified Payroll
CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

The first weeks certified payroll shall have First on the front page and numbered consecutively thereafter. The last weeks certified payroll shall have Final on the front page.

State wage rates shall be followed during the entire term of this contract. The Contractor shall submit the proper report to the Sate verifying conformance following performance of any work.

The Wage Rate Decision No. is part of the executed contract and will be added prior to signing and execution of the contract.

Wage Rate Decision No. LE-20-1897-A

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: CR 27A Marathon Road
Requested Date: 09/22/2020
Approved Date: 09/23/2020
Approved Wage Decision Number: LE-20-1897-A

Wage Decision Expiration Date for Bids: 01/21/2021

2) Physical Location of Jobsite for Project:
Job Site Address: CR 27A Marathon Road
Job Site City: Hobbs
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): Lea County
Contracting Agency Contact's Name: Kathy McLaughlin
Contracting Agency Contact's Phone: (575) 396-8521 Ext. 2356

4) Estimated Contract Award Date: 10/22/2020

5) Estimated total project cost: \$5,525,000.00
 a. Are any federal funds involved?: No
 b. Does this project involve a building?: No
 c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
 d. Are there any other Public Works Wage Decisions related to this project?: No
 e. What is the ultimate purpose or functional use of the construction once it is completed?: Plan, design, construction, shoulder widening, excavation and fill, ditch grading, overlay, chip seal, signage and striping, and miscellaneous.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$5,525,000.00	The County of Lea is proposing to reconstruct CR 27A Marathon Road. This project includes shoulder widening, excavation and fill, ditch grading, overlay, chip seal, signage and striping, and miscellaneous. Termini of County Road 27A Marathon Road from north of NM 176 Mile Post 12.5 to US Hwy 62/180 Mile Post 81.47, approximately 7.856 miles.

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)



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WWW.DWS.STATE.NM.US

Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)



TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	24.63	11.24
Carpenter- Los Alamos County	27.80	13.19
Cement Mason	17.42	6.81
Ironworker	27.00	15.75
Painter- Commercial	17.00	6.88
Plumber/Pipefitter	30.76	11.62
Electricians- Outside Classifications: Zone 1		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Zone 2		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Los Alamos		
Ground man	23.94	12.85
Equipment Operator	34.35	15.60
Lineman/ Technician	40.41	17.21
Cable Splicer	44.45	18.28
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		

SECTION 9 - MINIMUM WAGE RATES & CERTIFIED PAYROLL

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)



Group I	18.79	6.34
Group II	19.72	6.34
Group III	19.82	6.34
Group IV	19.93	6.34
Group V	20.03	6.34
Group VI	20.21	6.34
Group VII	20.37	6.34
Group VIII	20.66	6.34
Group IX	28.16	6.34
Group X	31.41	6.34
Truck Drivers		
Group I-IX	16.45	7.87

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE AND INCENTIVE PAY** according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

SECTION 10 – STATEMENT OF BIDDER’S QUALIFICATION
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

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

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

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

SECTION 10 – STATEMENT OF BIDDER’S QUALIFICATION
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

- 15. Give bank reference:

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

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

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

Name of Bidder: _____

By: _____

Title: _____

State of _____)

) ss.

County of _____)

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

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

Notary Public: _____

My commission expires: _____

SECTION 11 – PROJECT DESCRIPTION

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

CR 27A MARATHON ROAD RECONSTRUCTION

Project Description

The County of Lea is proposing to reconstruct CR 27A Marathon Road. This project includes shoulder widening, excavation and fill, ditch grading, overlay, chip seal, signage and striping, and miscellaneous. Termini of County Road 27A Marathon Road from north of NM 176 Mile Post 12.5 to US Hwy 62/180 Mile Post 81.47, approximately 7.856 miles.

All items necessary for the complete construction shall be included in the Contractors Unit Prices in the Bid Form. Items not specifically listed on the Bid Form and part of the project as listed in the plans, details and specifications shall be incidental to the construction item in the Bid Form or incidental to the project.

The Contractor is responsible for acquiring any and all permits necessary for the construction of this project (unless otherwise noted), and for contacting all utilities or the New Mexico One Call system to determine all lines located in the project area.

END OF SECTION

SECTION 12 - SPECIAL PROVISIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

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

SECTION 12 - SPECIAL PROVISIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

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

SECTION 12 - SPECIAL PROVISIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

- SP-15: SURVEYING: The Owner will provide control stakes and temporary benchmarks. Per NMSA 61-23-27.13, surveying Public Work, a New Mexico licensed professional surveyor is required to be in responsible charge of construction staking surveys for the construction of any public work involving surveying. Blue-tops, flow - line pins, cut stakes and all other necessary construction staking will be the responsibility of the Contractor.
- SP-16: USE OF PRIVATE PROPERTY FOR STORAGE: Prior to using any private property, Contractor must obtain a written consent form from the property owner and deliver a copy to the County for record purposes.
- SP-17: EXCAVATION: The Contractor shall be responsible for notification of New Mexico one call system prior to excavation. Not all municipal utilities owners participate in the New Mexico one call program. It will be the contractor's responsibility to contact municipal utilities owners.
- SP-18: PAYMENT TO CONTRACTOR: At a minimum of nineteen (19) days prior to the first Tuesday of each month, the Contractor shall submit all requests for payment to the Lea County Road Superintendent for review and processing. Fourteen days prior to the first Tuesday of each month, the Road Superintendent will submit pay request to the Finance Department for payment. All request for payment will be submitted to the Lea County Board of Commissioners on the first commission meeting of the month for approval or denial. Failure of any part to submit pay request or correct discrepancies in a pay request by each appropriate deadline may result in delay of payment to Contractor.

SECTION 13 - GENERAL PROVISIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

The applicable General Provisions for this project are Division 100 of the "New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Edition of 2019".

(Wherever the word Department is found replace with Owner. The Project Manager is the Owners representative who is delegated the responsibility for the administration of the project.

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

SECTION 14 - TECHNICAL SPECIFICATIONS

LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION

Bid #02 - (20-21)

The applicable Technical Specifications for this project are the "New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Edition of 2019". Except as modified in the following SUPPLEMENTAL SPECIFICATIONS.

(Wherever the word Department is found replace with Owner. The Project Manager is the Owners representative who is delegated the responsibility for the administration of the project.)

SECTION 15 – SUPPLEMENTAL SPECIFICATIONS
LEA COUNTY, NEW MEXICO

CR 27A MARATHON ROAD RECONSTRUCTION
Bid #02 - (20-21)

Remove this page and Insert Supplemental Specifications