



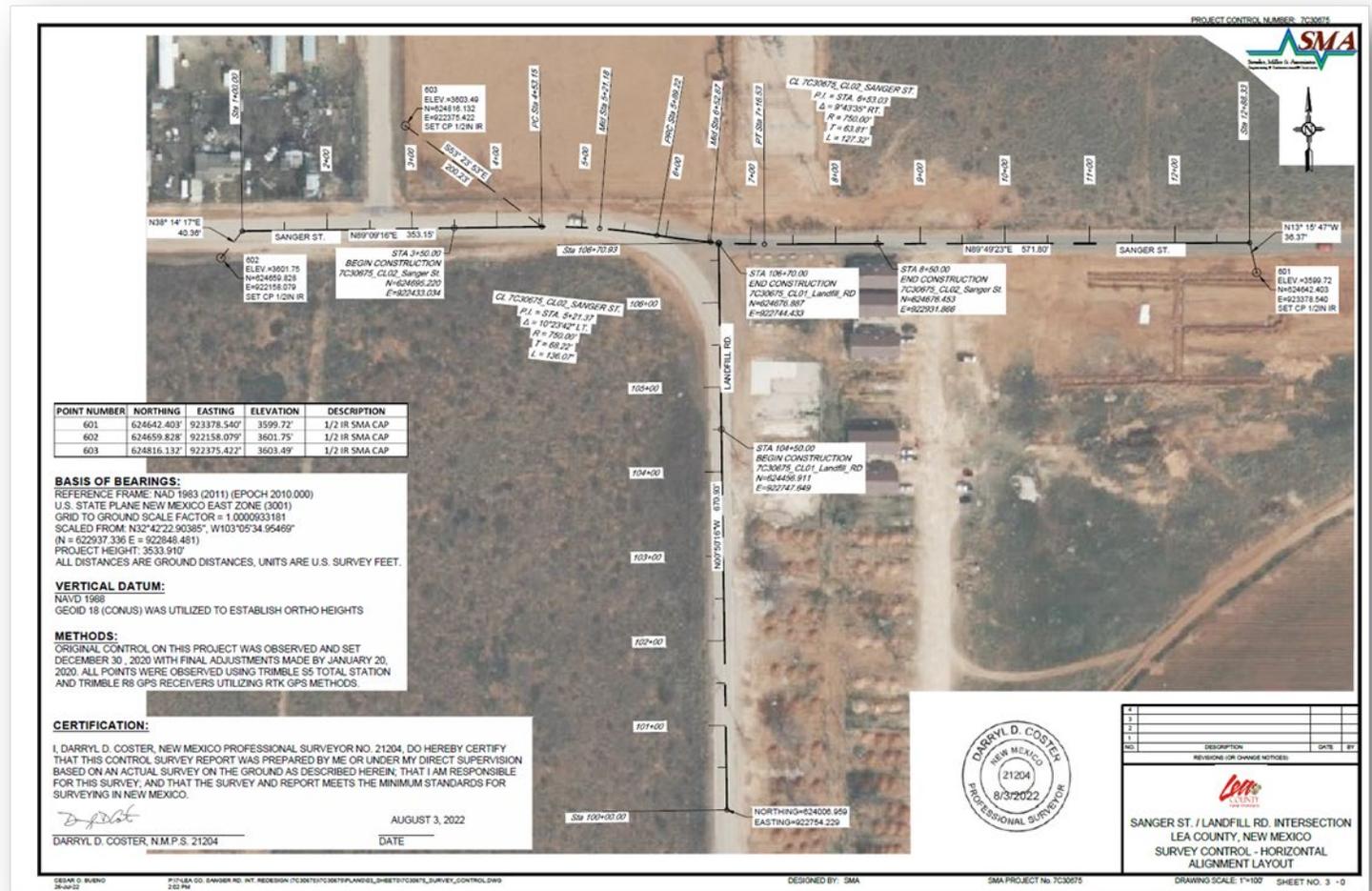
Consideration of Lea County Resolution No. 22-DEC-277R Awarding Bid No. 7 (2022-2023) Sanger Landfill Road Intersection Re-Design.

On November 10, 2022, bids submitted for the referenced project were opened at 2:00 PM at the Lea County Courthouse. A total of three bids were received and are shown below:

- Constructor's Inc. \$291,980.00
- J&H Services, Inc. \$338,050.00
- Ramirez & Sons, Inc. \$253,405.62

The bid amounts shown do not include New Mexico Gross Receipts Tax.

Ramirez & Sons, Inc Bid Form had an error in calculating the total of Item No. 303180 Base Course 8". The item price amount listed was \$45,850.00 and the total bid amount listed was \$257,859.62. Per Contract Section 3 Number 19, the unit price listed shall govern. Their unit cost listed as \$15.80 per Sq.Yd. times 2620 Sq.Yd. totals \$41,396.00. Although the discrepancy noted, Ramirez & Sons, Inc remains the lowest bidder.

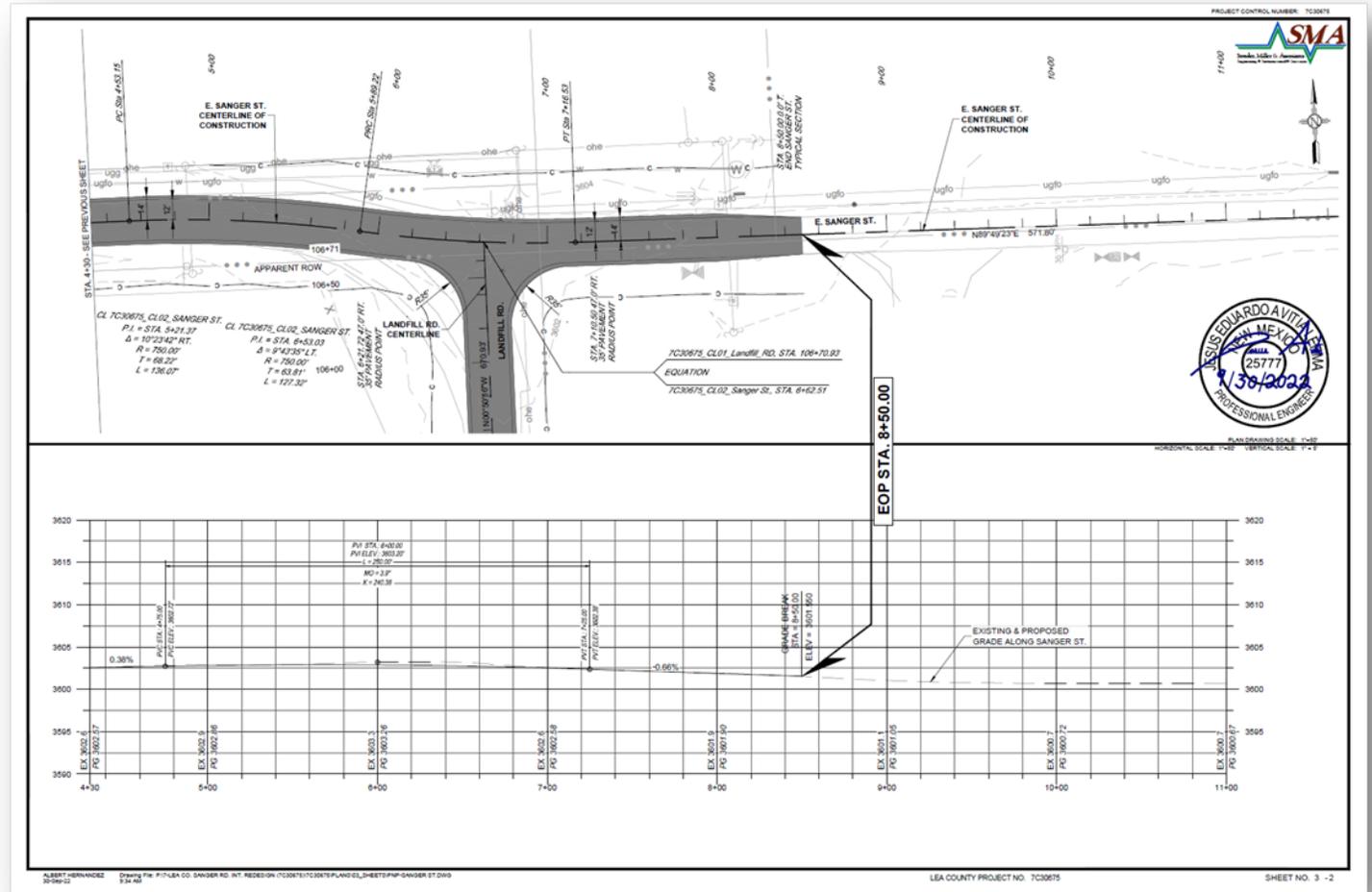




Consideration of Lea County Resolution No. 22-DEC-277R Awarding Bid No. 7 (2022-2023) Sanger Landfill Road Intersection Re-Design.

This project will reconstruct portions of Sanger and Landfill Roadways and will also eliminate the curve with the intersection to the east as it is now constructed.

Instead, a traditional "T" intersection will be constructed to bring the intersection into correct geometry and eliminate sight and safety concerns.





LEA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, December 8, 2022

Submit this summary form & all attachments to agenda@leacounty.net by:

Monday, November 28, 2022

County Manager Approval required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 11/23/2022	SUBMITTED BY Name, Title, Dept: Corey Needham, ACM
SUBJECT: Recommendation of award Bid 07 (22-23) Sanger Intersection Redesign	ATTACHMENT(S): Plans, Recommendation of award, power point
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: 402-56-9800	FISCAL BUDGET YEAR: FY 22/23

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
The County shall provide a safe, reliable, and efficient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public.

SUMMARY:
On November 10, 2022, bids submitted for the referenced project were opened at 2:00 PM at the Lea County Courthouse. A total of three bids were received and are shown on the following page:

Ramirez & Sons, Inc Bid Form had an error in calculating the total of Item No. 303180 Base Course 8". The item price amount listed was \$45,850.00 and the total bid amount listed was \$257,859.62. Per Contract Section 3 Number 19, the unit price listed shall govern. Their unit cost listed as \$15.80 per Sq.Yd. times 2620 Sq.Yd. totals \$41,396.00. Although the discrepancy noted, Ramirez & Sons, Inc remains the lowest bidder.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked; how many:</small>	See Additional Summary Attached <input checked="" type="checkbox"/>
--	--

SUBMITTER'S RECOMMENDATION(S): Recommend award to Ramirez and Sons for the sum of \$253,405.62 plus NMGRT.	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2022.11.23 12:22:54 -07'00'</small>
--	---

FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Road Fund of \$253,405.62 plus NMGRT. Funds are budgeted and available in 402-56-9800.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2022.11.28 12:56:03 -07'00'</small>
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda
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Item No. 0306 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
 Resolution No. 22-DEC-277R Policy No. _____ Ordinance No. _____
 Continued To: _____ Referred To: _____ Comments: _____

Summary Form Continued...

Constructor's Inc.	\$291,980.00
J&H Services, Inc.	\$338,050.00
Ramirez & Sons, Inc.	\$253,405.62

The bid amounts shown do not include New Mexico Gross Receipts Tax.

This project will reconstruction portions of Sanger and Landfill Roadways but will also eliminate the curve with the intersection to the east as it is now constructed.

Instead at traditional "T" intersection will be constructed to bring the intersection into correct geometry and eliminate sight and safety concerns.

**STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 22-DEC-277R**

**A RESOLUTION AWARDING BID NO. 7 (2022-2023)
SANGER LANDFILL ROAD INTERSECTION RE-DESIGN**

WHEREAS, roadways play a critical role in the emergency response, quality of life, and economic vitality for citizens of Lea County; *and*

WHEREAS, the intersection of Sanger and Landfill Road is in need of rehabilitation and a reconfiguration due to new use and development to the east; *and*

WHEREAS, Lea County opened competitive bids for work to resolve issues associated with the roadway; *and*

WHEREAS, Ramirez and Sons submitted the low bid for the proposed work; *and*

WHEREAS, Lea County plans to utilize Lea County funds to complete the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the award of Bid #7 (22-23) to Ramirez and Sons is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED, APPROVED AND ADOPTED on this 8th day of December, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Dean Jackson (District 1), Chair
Voted: Yes No Abstain

Gary G. Eidson (District 3), Vice Chair
Voted: Yes No Abstain

Rebecca Long (District 2), Member
Voted: Yes No Abstain

Jonathan Sena (District 4), Member
Voted: Yes No Abstain

Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Tryon Hassen, Chief Deputy Clerk

John W. Caldwell, County Attorney



November 17, 2022

Kelli Ferguson, CPO
Finance Department, 4th Floor
Lea County Courthouse
100 North Main, Suite 11
Lovington, NM 88260-4030

**Re: Sanger / Landfill Road Intersection Re-design
Bid No. 07 – (22-23)
Bid Recommendations**

Dear Kelli Ferguson,

On November 10, 2022, bids submitted for the referenced project were opened at 2:00 PM at the Lea County Courthouse. A total of three bids were received and are shown below:

Submitted By	Bid Amount
Constructor's Inc.	\$291,980.00
J&H Services, Inc.	\$338,050.00
Ramirez & Sons, Inc.	\$253,405.62

Ramirez & Sons, Inc Bid Form had an error in calculating the total of Item No. 303180 Base Course 8". The item price amount listed was \$45,850.00 and the total bid amount listed was \$257,859.62. Per Contract Section 3 Number 19, the unit price listed shall govern. Their unit cost listed as \$15.80 per Sq.Yd. times 2620 Sq.Yd. totals \$41,396.00. Although the discrepancy noted, Ramirez & Sons, Inc remains the lowest bidder.

Souder, Miller & Associates recommends the County award Bid No. 07-(22-23) to Ramirez & Sons in the amount of \$253,405.62 per bid. The bid amounts shown do not include New Mexico Gross Receipts Tax.

If you have any questions, please feel free to call me at 575-624-2400.

Sincerely,
SOUDER, MILLER & ASSOCIATES

Jesus E. Avitia, P.E.
Project Engineer I

Lea County
Sanger Street & Landfill Road Intersection Re-design
ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

9/30/2022

Project No. 7C30675
 Owner: Lea County, NM
 Type: Roadway Reconstruction
 Prepared by: Souder, Miller & Associates

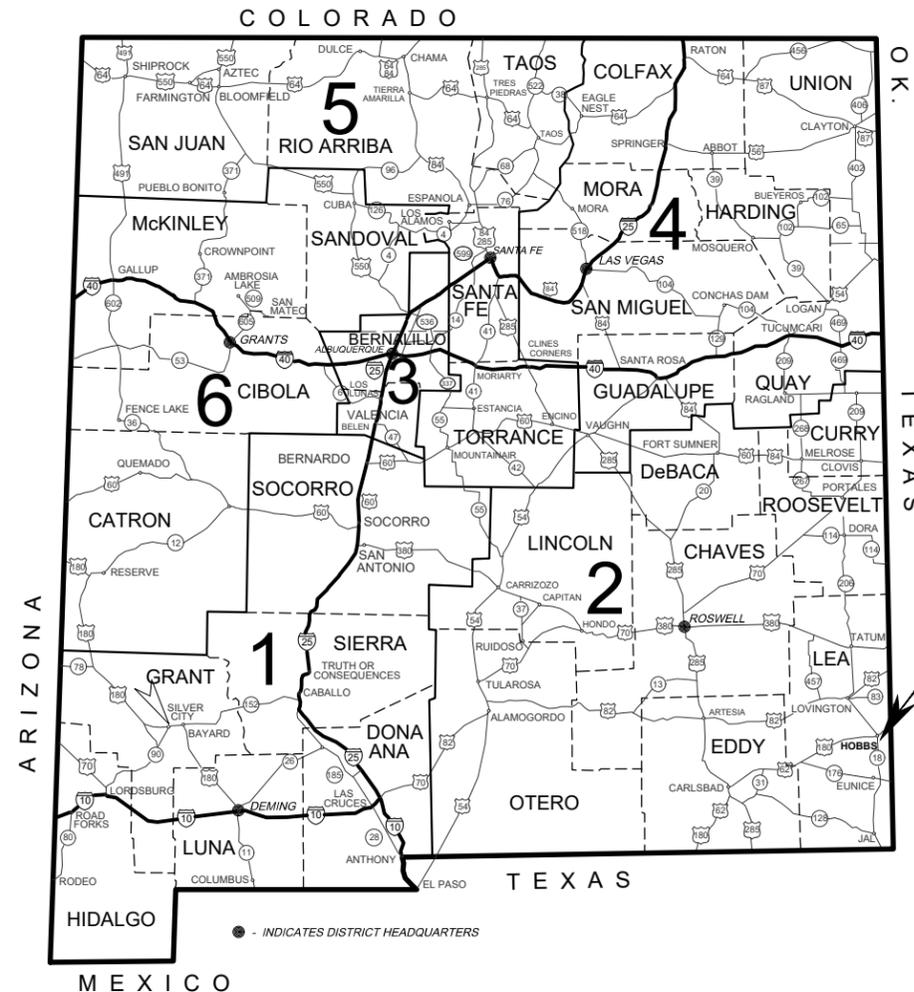
No.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
201000	CLEARING AND GRUBBING	ACRE	0.50	\$17,500.00	\$8,750.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	2980	\$13.00	\$38,740.00
207000	SUBGRADE PREPARATION	S.Y.	2900	\$3.50	\$10,150.00
303180	BASE COURSE 8"	S.Y.	2620	\$16.00	\$41,920.00
408100	PRIME COAT MATERIAL	S.Y.	2390	\$1.35	\$3,226.50
416103	MINOR PAVING HMA SP-III (2.5" Lift)	S.Y.	2360	\$78.00	\$184,080.00
601110	REMOVAL OF SURFACING	S.Y.	1800	\$11.00	\$19,800.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	1	\$5,000.00	\$5,000.00
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	1	\$20,000.00	\$20,000.00
621000	MOBILIZATION	L.S.	1	\$45,000.00	\$45,000.00
701000	PANEL SIGNS	S.F.	90	\$25.00	\$2,250.00
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	122	\$13.00	\$1,586.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	1	\$18,000.00	\$18,000.00
703004	OBJECT MARKER TYPE 4	EACH	2	\$200.00	\$400.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	5200	\$0.60	\$3,120.00
704005	RETROREFLECTORIZED PAINTED MARKINGS 24"	L.F.	50	\$6.50	\$325.00
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	1	\$12,000.00	\$12,000.00
802000	POST CONSTRUCTION PLANS	L.S.	1	\$5,000.00	\$5,000.00
				Subtotal:	\$419,358.70
				Contingency @ 5%:	\$20,967.94
				Total Cost (Not Incl. GRT)	\$440,326.64

LEA COUNTY

CONSTRUCTION PLANS

SANGER STREET / LANDFILL ROAD INTERSECTION RE - DESIGN

September 2022



SANGER ST. FROM STA. 3+50 TO 8+50
 LANDFILL RD. FROM STA. 104+50 TO 106+70
 IN LEA COUNTY



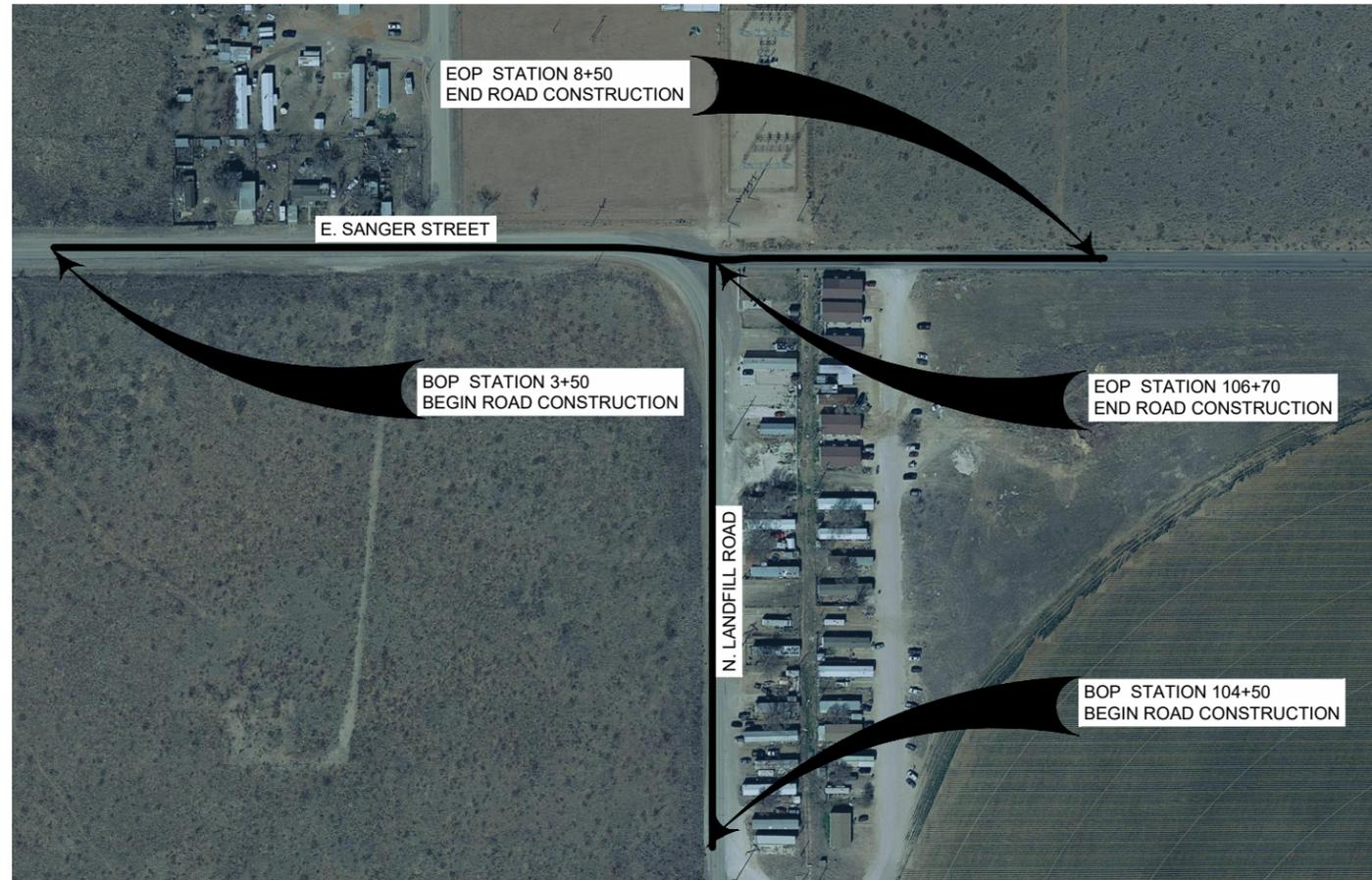
3409 North Grimes Street
 Hobbs, NM 88240
 (575) 738-0283
 www.soudermiller.com





Length Of Project 0.14 Miles

LEGEND	
	EXISTING SINGLE POST SIGN
	EXISTING DOUBLE POST SIGN
	EXISTING BOLLARD
	EXISTING TREE-DECIDUOUS
	EXISTING EDGE OF PAVEMENT
	EXISTING CENTERLINE OF ROAD
	EXISTING EDGE OF DIRT ROAD
	EXISTING METAL BARRIER
	EXISTING GRADE BREAKS
	EXISTING RIGHT OF WAY
	EXISTING FENCE
	PROPOSED FENCE
	PROPOSED CENTERLINE CONSTRUCTION
	PROPOSED FLOW LINE
	PROPOSED CUT LINE
	PROPOSED FILL LINE
	MAJOR 5 FT CONTOUR



ABBREVIATIONS

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS	FIG.	FIGURE	OAE	OR APPROVED EQUAL
A.B.S.	ACRYLONITRILE-BUTADIENE-STYRENE	FND.	FOUND	O.C.	ON CENTER
A.C.	ASPHALTIC CONCRETE	FL	FLOWLINE	O.D.	OUTER DIAMETER
ACI	AMERICAN CONCRETE INSTITUTE	FM	FORCE MAIN	OHE	OVERHEAD ELECTRICAL
AC.	ACRE	FNPT	FEMALE NATIONAL PIPE THREAD	PE	PLAIN END
AC-FT	ACRE FEET	FO	FIBER OPTIC	PRV	PRESSURE RELIEF VALVE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	FT.	FEET	PSF	POUNDS PER SQUARE FOOT
ALUM	ALUMINUM	FY	YIELD STRESS	PSI	POUNDS PER SQUARE INCH
ARV	AIR RELEASE VALVE	GA.	GAUGE	PVC	POLY VINYL CHLORIDE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	GALV.	GALVANIZED	Q100	100 YEAR STORM FLOW
ARV	AIR RELIEF VALVE	GPM	GALLONS PER MINUTE	R	RADIUS OR RANGE
AWG	AMERICAN WIRE GAUGE	GSE	GUNDLE/SLT ENVIRONMENTAL, INC.	R.C.P.	REINFORCED CONCRETE PIPE
AWWA	AMERICAN WATER WORKS ASSOCIATION	GV	GATE VALVE	ROW	RIGHT OF WAY
BNSF	BURLINGTON NORTHERN AND SANTA FE RAILROAD	HDPE	HIGH DENSITY POLYETHYLENE	RT	RIGHT
C OR CL	CENTERLINE	HORIZ.	HORIZONTAL	SAS	SANITARY SEWER
CFS	CUBIC FEET PER SECOND	HP	HORSE POWER	SCH.	SCHEDULE
CI	CAST IRON	HWY	HIGHWAY	SCS	SOIL CONSERVATION SERVICE
CLR.	CLEAR	I.D.	INNER DIAMETER	SIDR	STANDARD DIMENSION RATIO
CO	CLEAN OUT	IN.	INCH	SMH	SANITARY MANHOLE
COMM.	COMMUNICATION	INV	INVERT	SPECS.	SPECIFICATIONS
CONC.	CONCRETE	J-BOX	JUNCTION BOX	SS	STAINLESS STEEL
CONT.	CONTINUOUS	L	LENGTH	STA.	STATION
COUP	COUPLING	LEN	LENGTH	STD.	STANDARD
CP	CONTROL POINT	LF	LINEAR FEET	T	TOWNSHIP
DI	DUCTILE IRON	LT	LEFT	TC	TOP OF CONCRETE
DIA.	DIAMETER	MAX.	MAXIMUM	TDH	TOTAL DYNAMIC HEAD
E	EAST OR EASTING	MH	MANHOLE	TELE.	TELEPHONE
EA.	EACH	MIL	ONE THOUSANDTHS OF AN INCH	TYP.	TYPICAL
ED.	EDITION	MIN.	MINIMUM	UGE	UNDERGROUND ELECTRIC
E.G.	FOR EXAMPLE	M.J.	MECHANICAL JOINT	UGT	UNDERGROUND TELEPHONE
ELEC.	ELECTRICAL	MNPT	MALE NATIONAL PIPE THREAD	USGS	UNITED STATES GEOLOGICAL SURVEY
EP	EDGE OF PAVEMENT	N	NORTH OR NORTHING	V	VOLUME
ELEV.	ELEVATION	NG	NATURAL GAS	V100	VOLUME @ 100 YEAR RUN-OFF
EQ.	EQUAL	NGS	NATIONAL GEODETIC SURVEY	VERT.	VERTICAL
ESMT.	EASEMENT	N.O.A.A.	NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION	VG	VALLEY GUTTER
EX	EXISTING	NM	NEW MEXICO	W	WATER
EXIST.	EXISTING	NMDOT	NEW MEXICO DEPARTMENT OF TRANSPORTATION	W	WITH
FG	FINISHED GRADE	NMED	NEW MEXICO ENVIRONMENT DEPARTMENT	WL	WATERLINE
		NO.	NUMBER	WV	WATER VALVE
		NTS	NOT TO SCALE	WWTP	WASTE WATER TREATMENT PLANT
				Z	ZENITH

VICINITY MAP

NOT TO SCALE

INTENT OF PROJECT

RE-ALIGNMENT OF THE EXISTING INTERSECTION OF SANGER STREET AND LANDFILL ROAD IN SOUTHEAST HOBBS, NM.



NO.	DESCRIPTION	DATE	BY
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1			

REVISIONS (OR CHANGE NOTICES)

SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO

VICINITY MAP



INDEX OF SHEETS		
SHEET NUMBER	SHEET DESCRIPTION	SHEET COUNT
LEA COUNTY SANGER ST. AND LANDFILL RD.		
SERIES 1		
1-1	COVER	1
1-2	VICINITY MAP	1
1-3	INDEX OF SHEETS	1
1-4	SUMMARY OF QUANTITIES	1
1-5	GENERAL NOTES	1
SHEET SUBTOTAL=		5
SERIES 2		
2-1 TO 2-2	EXISTING TYPICAL SECTION	2
2-3	PROPOSED TYPICAL SECTIONS	1
2-4	SURFACING SCHEDULE	1
2-5	MISCELLANEOUS QUANTITIES	1
SHEET SUBTOTAL=		5
SERIES 3		
3-0	SURVEY CONTROL -HORIZONTAL ALIGNMENT LAYOUT	1
3-1 TO 3-2	SANGER ST. PLAN AND PROFILES	2
3-3	LANDFILL RD. PLAN AND PROFILE	1
SHEET SUBTOTAL=		4
SERIES 7		
7-1	SIGN FACE DETAILS AND NOTES	1
7-2 TO 7-3	SIGNING PLANS	2
7-4	SIGNING AND STRIPING QUANTITIES	1
SHEET SUBTOTAL=		4
SERIES 11		
11-1 TO 11-2	EXISTING UTILITY PLANS	2
SHEET SUBTOTAL=		2
SERIES 13		
13-0	COVER- CROSS SECTIONS	1
13-1 TO 13-35	CROSS SECTIONS	33
SHEET SUBTOTAL=		34
SHEET TOTAL =		54



NO.	DESCRIPTION	DATE	BY
4			
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SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
INDEX OF SHEETS



SUMMARY OF QUANTITIES			ROADWAY		CONSTRUCTION SIGNING		PERMANENT SIGNING		CONSTRUCTION ENGINEERING		TOTAL		PROJECT TOTAL	
ITEM NO.		UNIT	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	ESTIMATE	FINAL
201000	CLEARING AND GRUBBING	ACRE	0.50										0.50	
203000	UNCLASSIFIED EXCAVATION	CU.YD.	2980										2980	
207000	SUBGRADE PREPARATION	SQ.YD.	2900										2900	
303180	BASE COURSE 8"	SQ.YD.	2620										2620	
408100	PRIME COAT MATERIAL	SQ.YD.	2390										2390	
416106	MINOR PAVING TYPE I, HMA SP-III	SQ.YD.	2360										2360	
601110	REMOVAL OF SURFACING	SQ.YD.	1800										1800	
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.							L.S.				L.S.	
618000	TRAFFIC CONTROL MANAGEMENT	L.S.			L.S.								L.S.	
621000	MOBILIZATION	L.S.	L.S.										L.S.	
701000	PANEL SIGNS	SQ.FT.						90					90	
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LIN.FT.						122					122	
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.			L.S.								L.S.	
703004	OBJECT MARKER TYPE 4	EACH						2					2	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LIN.FT.						5200					5200	
704005	RETROREFLECTORIZED PAINTED MARKINGS 24"	LIN.FT.						50					50	
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.							L.S.				L.S.	
802000	POST CONSTRUCTION PLANS	L.S.							L.S.				L.S.	

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NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)



SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
SUMMARY OF QUANTITIES





GENERAL NOTES

1. ALL WORK DETAILED ON THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE " 2019 EDITION OF NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION".
2. CONSTRUCTION CENTERLINES AND STATIONING SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO INITIATING ANY CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT MODIFICATIONS TO THE PROJECT MANAGER FOR APPROVAL PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID # 801000 CONSTRUCTION STAKING BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL MAINTAIN A SET OF AS-BUILT PLANS, THE FINAL AS-BUILT PLANS SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO FINAL PAYMENT. THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID # 802000 POST CONSTRUCTION PLANS.
4. CONTRACTOR SHALL PROVIDE SMOOTH RIDING TRANSITIONS AT ALL LIMITS OF NEW CONSTRUCTION AND CONNECTIONS.
5. THE MINIMUM "R" VALUE FOR THIS PROJECT IS 50, MATERIAL NOT MEETING THIS R-VALUE SHALL NOT BE ALLOWED TO REMAIN IN THE TOP 2' OF SUBGRADE.
6. SALVAGEABLE MATERIALS (SIGNAGE, FENCING, ETC.) FROM THIS PROJECT ARE TO BE HAULED AND STOCKPILED AT THE LEA COUNTY YARD. HAUL OF THIS MATERIAL SHALL BE PERFORMED DURING NORMAL WORKING HOURS AS DIRECTED BY THE PROJECT MANAGER. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICE FOR BID ITEM 601000 "REMOVAL OF STRUCTURES AND OBSTRUCTION".
7. ALL UNSALVAGEABLE MATERIALS SHALL BE HAULED TO AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE, SECURED AND COORDINATED WITH THE APPROPRIATE REGULATORY AGENCIES AS REQUIRED BY THE TERMS AND CONDITIONS OF SECTION 107 "LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC" OF THE CURRENT NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE.

UTILITY NOTES

TWO WORKING DAYS PRIOR TO EXCAVATION, CONTRACTOR MUST CONTACT 1-800-ONE CALL, FOR LOCATION OF EXISTING UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO AVOID DAMAGE TO ANY UTILITIES NOT SHOWN ON THE PLANS.

THE CONTRACTOR SHALL SUPPORT AND MAINTAIN ALL OPERATIONAL UTILITIES EXPOSED DURING SUBEXCAVATION, METAL BARRIER INSTALLATION AND OTHER CONSTRUCTION OPERATIONS. ALL CONSTRUCTION ACTIVITIES INVOLVING GAS, POWER, WATER METER, FIBER-OPTIC, AND/OR OTHER UTILITY LINES SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY PRIOR TO ANY DISTURBANCE, NO UTILITY SERVICE SHALL BE DISRUPTED WITHOUT FIRST NOTIFYING ALL AFFECTED PARTIES 48 HOURS IN ADVANCE.



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NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

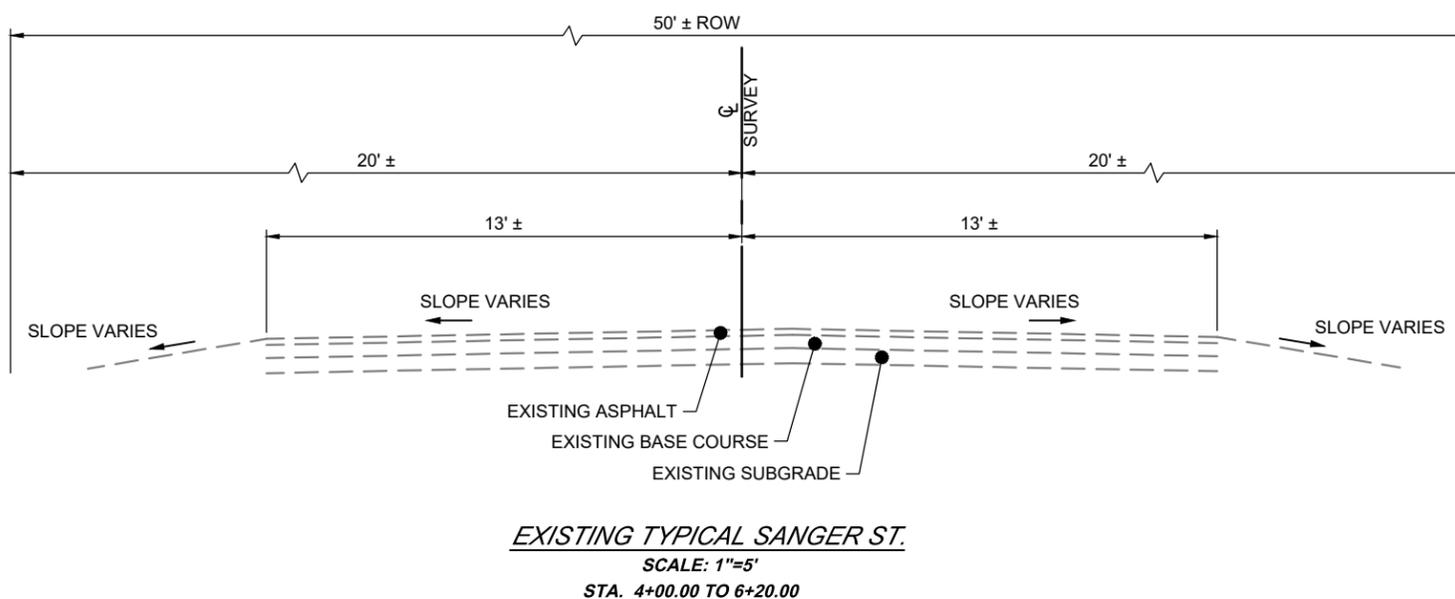
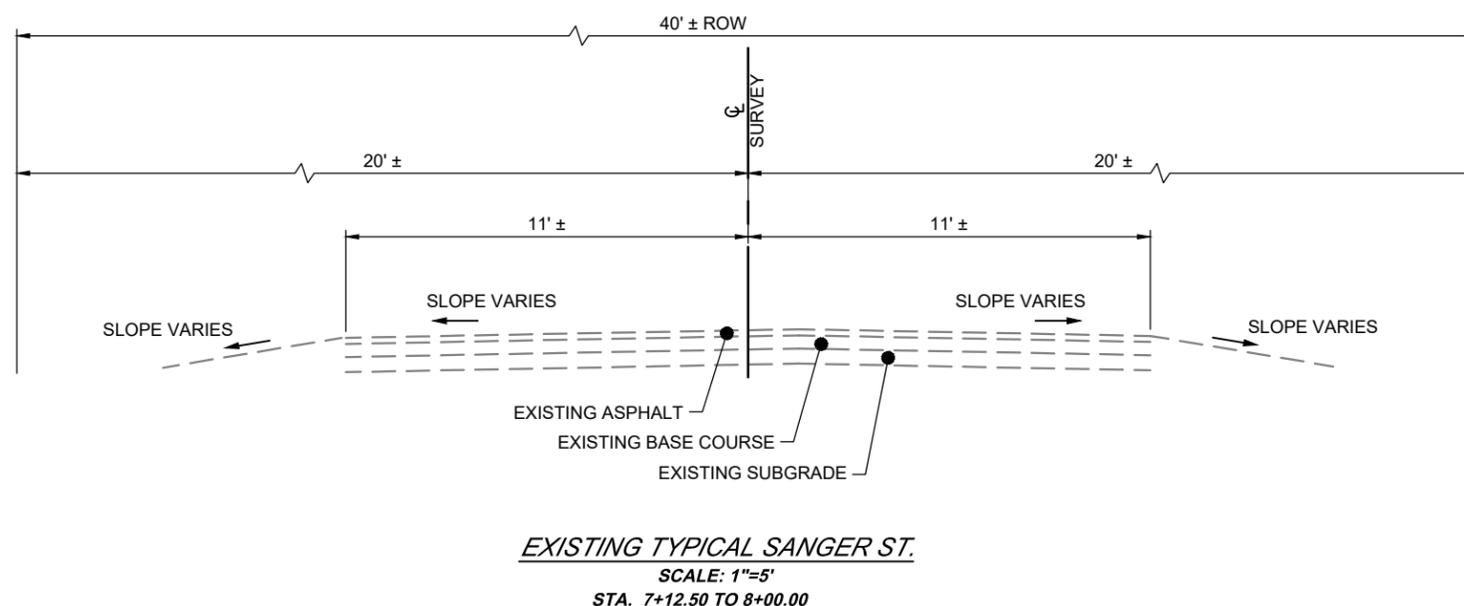


SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
GENERAL NOTES



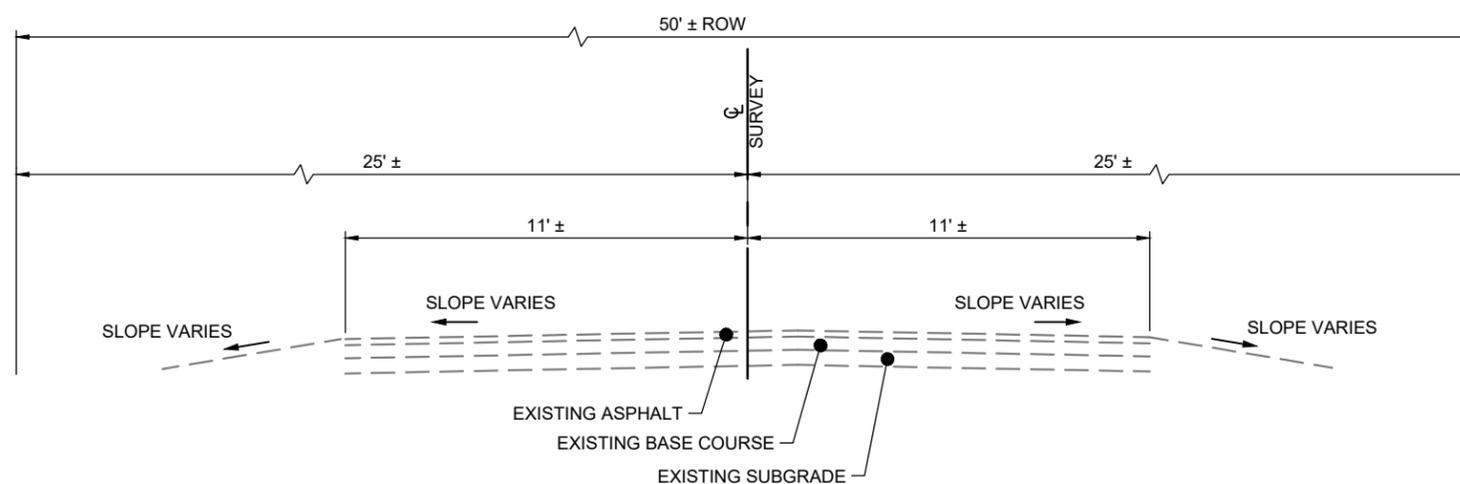
PROJECT LENGTH						
STATION	TO	STATION	DESCRIPTION	REMARKS	DIST. FT.	DIST. MILES
-		-	-	-		
104+50.00		106+70.00	LANDFILL RD.	FULL RECONSTRUCTION	220.00	0.04
3+50.00		8+50.00	SANGER ST.	FULL RECONSTRUCTION	500.00	0.09
PROJECT TOTAL =					720.00	0.14

DESIGN PARAMETERS				
	LANDFILL RD.		SANGER ST.	
	NORTH BOUND	SOUTH BOUND	NORTH BOUND	SOUTH BOUND
POSTED SPEED	35	35	35	35
DESIGN SPEED	45	45	45	45
AADT (2021) ACTUAL	327	327	535	535
AADT (2041) DESIGN		690		1,050
DHV (2021)	29	29	54	54
DHV (2041) DESIGN	91	91	147	147
% HEAVY COMMERCIAL (2021 - ACTUAL)	9.0%	9.0%	10.0%	10.0%
% HEAVY COMMERCIAL (2041 - DESIGN)	13.1%	13.1%	14.0%	14.0%
	CUM ESALS	SN		
20 YR	1,679,000	4.18		
1 YR	N/A	2.82		



NO.	DESCRIPTION	DATE	BY
4			
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1			


SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
EXISTING TYPICAL



EXISTING TYPICAL SECTION - LANDFILL RD.

SCALE: 1"=5'
STA. 105+00.00 TO 106+70.00

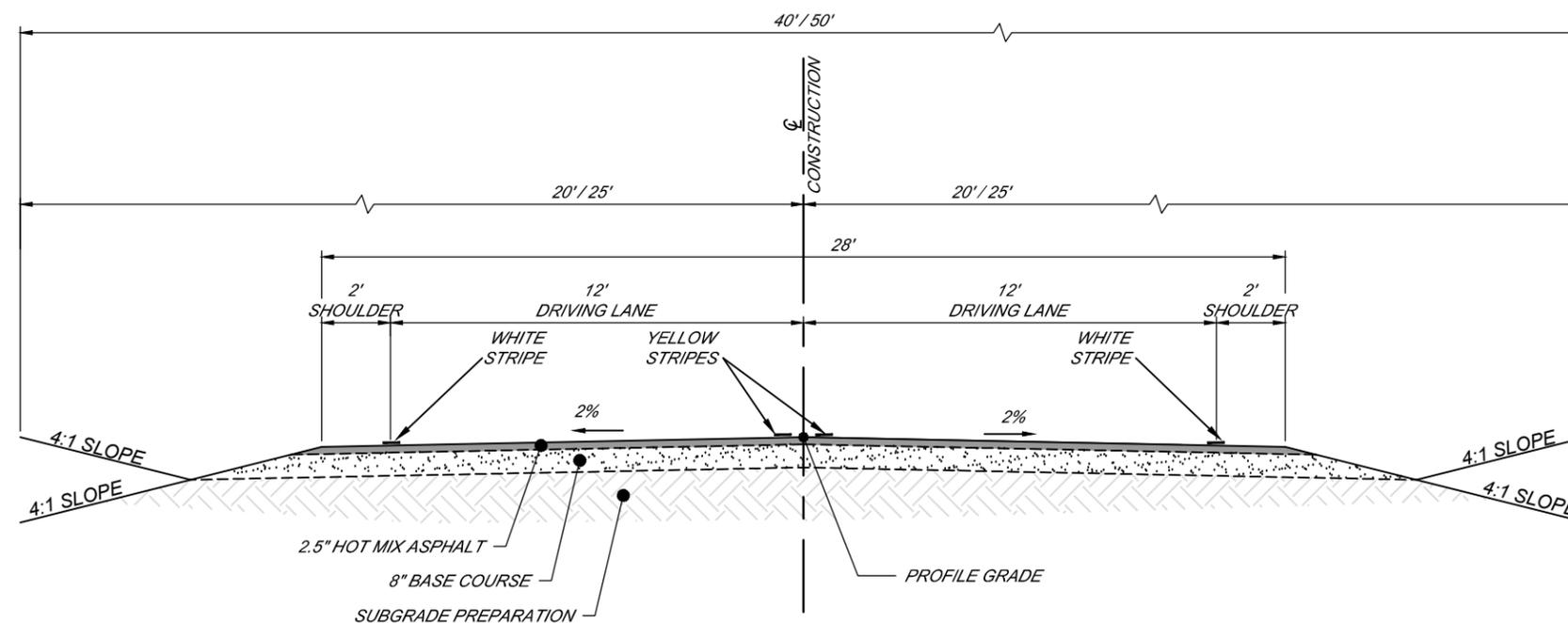


NO.	DESCRIPTION	DATE	BY
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REVISIONS (OR CHANGE NOTICES)



SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
EXISTING TYPICAL



PROPOSED TYPICAL SECTION A

SCALE: 1"=5'

LANDFILL RD. STA. 104+50.00 TO 106+70+00
SANGER ST. STA. 3+50.00 TO 8+50.00



NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

REVISIONS (OR CHANGE NOTICES)



SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
PROPOSED TYPICAL



SURFACING SCHEDULE				ITEM No.		207000		303180				416106			#	#	408100		
				SUBGRADE PREPARATION		BASE COURSE 8"				MINOR PAVING TYPE I, HMA SP-III			74-22 PG ASPHALT MAT'L		HYD-RATED LIME (HMA)		PRIME COAT MATERIAL		
STATION TO STATION	TYPICAL SECTION	TRANSITION SECTION (Y/N)	DESCRIPTION	LENGTH	WIDTH	AVG. WIDTH	AREA	AVG. WIDTH	DEPTH	AREA	AREA	AVG. WIDTH	DEPTH	AREA	WT.	WT.	AVG. WIDTH	AREA	
				FT.	FT.	FT.	SQ.YD.	FT.	IN.	SQ.YD.	SQ.YD.	FT.	IN.	SQ.YD.	TON	TON	FT.	SQ.YD.	
MAJOR ROADWAY																			
104+50.00	106+70.00	A	LANDFILL RD.	220.00	28.00	35.61	870.47	32.71	8.00	799.63	799.63	28.91	2.50	706.60	6.20	0.97	29.81	728.74	
3+50.00	8+50.00	A	SANGER ST.	500.00	28.00	35.61	1978.34	32.71	8.00	1817.33	1817.33	28.91	2.50	1605.90	14.10	2.20	29.81	1656.22	
PROJECT TOTAL								2848.82					2616.96	2312.50		20.30	3.17	2384.96	
PROJECT USE								2900					2620	2320					

ESTIMATED SURFACING FACTORS					
ITEM	74-22 PERFORMANCE GRADED ASPHALT MATERIAL	UNIT WEIGHT	HYDRATED LIME	PRIME SECT. 408	UNIT WEIGHT
	(BY WEIGHT OF TOTAL MIX)	LBS./ CU. YD.	(BY WEIGHT OF TOTAL MIX)	GAL./ SQ.YD.	GAL./ TON
HMA SPIII	6.40% *	3950 *	1.0% *		
PRIME COAT MATERIAL				0.45 ***	240.00
BASE COURSE (TYPE I)		3800 *			

SURFACING NOTES:
 * FOR ESTIMATING PURPOSES ONLY, ACTUAL WEIGHTS OR PERCENT SHALL BE DETERMINED BY APPROVED MIX DESIGN.
 ** FOR ESTIMATING PURPOSES ONLY, ACTUAL PERCENT SHALL BE DETERMINED BY THE DISTRICT LAB.
 *** FOR ESTIMATING PURPOSES ONLY, APPLICATION RATE SHALL BE DETERMINED BY THE PROJECT MANAGER.



4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY


SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
SURFACING SCHEDULE



LUMP SUM ITEMS			
ITEM NO.	DESCRIPTION	UNIT	CATEGORY
201000	CLEARING AND GRUBBING	L.S.	ROADWAY
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	L.S.	CONSTR. ENG.
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	CONSTR. ENG.
621000	MOBILIZATION	L.S.	ROADWAY
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	CONSTR. SIGN.
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	CONSTR. ENG.
802000	POST CONSTRUCTION PLANS	L.S.	CONSTR. ENG.

REMOVAL OF SURFACING SCHEDULE						601110	REMARKS
						REMOVAL OF SURFACING	
STATION TO STATION	LANE	LOC.	LENGTH FT.	AVG. WIDTH FT.	AREA SQ.YD.		
104+50.00	106+70.00	NBL/SBL	LT./RT.	220.00	22	537.78	LANDFILL RD.
3+50.00	8+50.00	NBL/SBL	LT./RT.	500.00	22	1222.22	SANGER ST.
PROJECT TOTAL						1760	
PROJECT USE						1800	

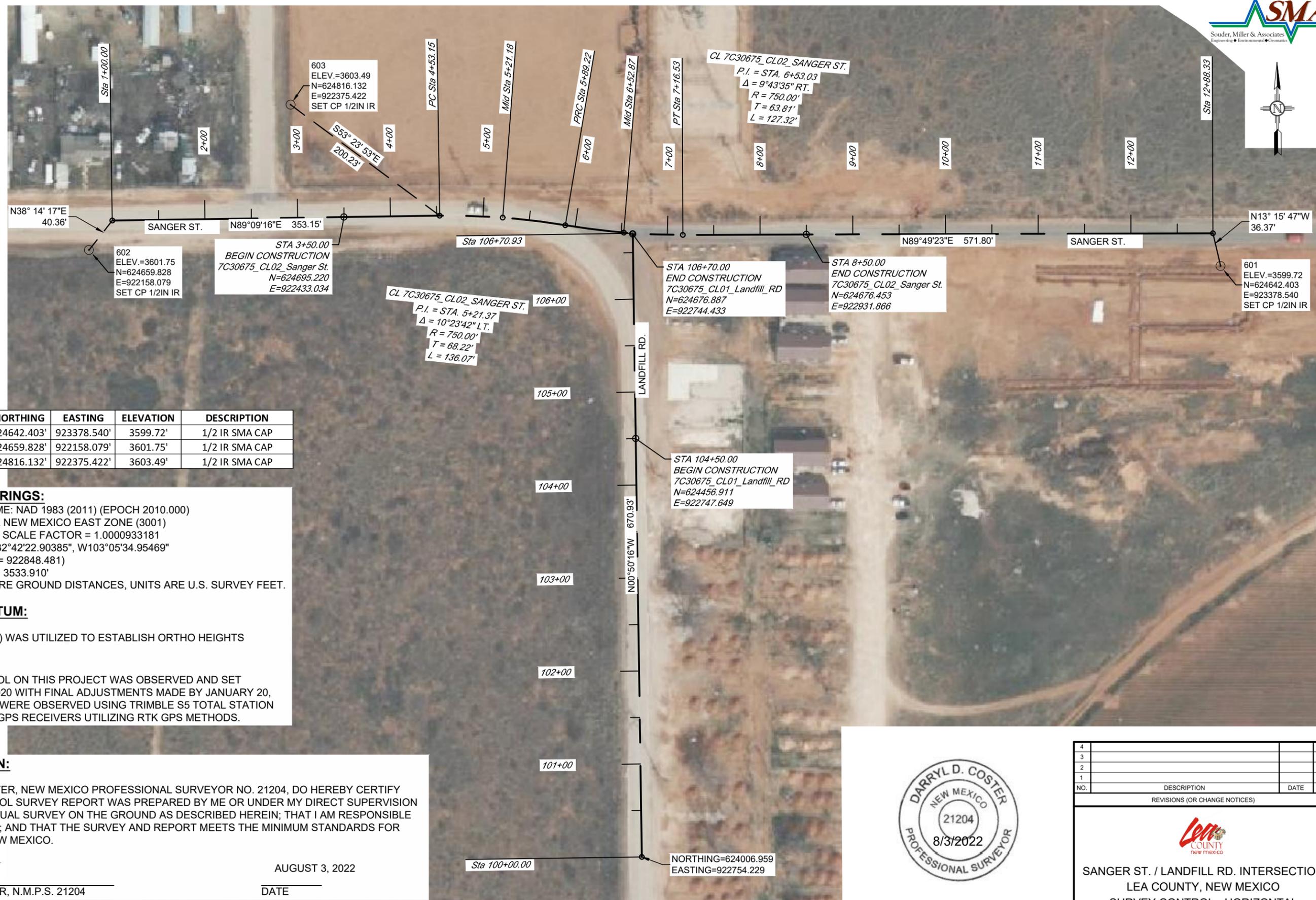
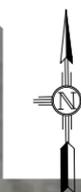
EARTHWORK SUMMARY		203000 UNCLASSIFIED EXCAVATION	EMBANKMENT	NET	REMARKS
STATION TO STATION		CU.YD.	CU.YD	CU.YD	
104+50.00	106+70.00	652.28	0.00	652.28	LANDFILL RD.
3+50.00	8+50.00	2321.62	0.00	2321.62	SANGER ST.
PROJECT TOTAL		2974		2973.90	
PROJECT USE		2980			

CLEARING AND GRUBBING			201000
			CLEARING AND GRUBBING
STATION TO STATION	LOC.		ACRE
104+50.00	106+70.00	LT. / RT.	0.15
3+50.00	8+50.00	LT. / RT.	0.34
PROJECT TOTAL			0.50
PROJECT USE			0.50



4			
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NO.	DESCRIPTION	DATE	BY


SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
MISCELLANEOUS QUANTITIES



POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
601	624642.403'	923378.540'	3599.72'	1/2 IR SMA CAP
602	624659.828'	922158.079'	3601.75'	1/2 IR SMA CAP
603	624816.132'	922375.422'	3603.49'	1/2 IR SMA CAP

BASIS OF BEARINGS:

REFERENCE FRAME: NAD 1983 (2011) (EPOCH 2010.000)
 U.S. STATE PLANE NEW MEXICO EAST ZONE (3001)
 GRID TO GROUND SCALE FACTOR = 1.0000933181
 SCALED FROM: N32°42'22.90385", W103°05'34.95469"
 (N = 622937.336 E = 922848.481)
 PROJECT HEIGHT: 3533.910'
 ALL DISTANCES ARE GROUND DISTANCES, UNITS ARE U.S. SURVEY FEET.

VERTICAL DATUM:

NAVD 1988
 GEOID 18 (CONUS) WAS UTILIZED TO ESTABLISH ORTHO HEIGHTS

METHODS:

ORIGINAL CONTROL ON THIS PROJECT WAS OBSERVED AND SET DECEMBER 30, 2020 WITH FINAL ADJUSTMENTS MADE BY JANUARY 20, 2020. ALL POINTS WERE OBSERVED USING TRIMBLE S5 TOTAL STATION AND TRIMBLE R8 GPS RECEIVERS UTILIZING RTK GPS METHODS.

CERTIFICATION:

I, DARRYL D. COSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 21204, DO HEREBY CERTIFY THAT THIS CONTROL SURVEY REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON AN ACTUAL SURVEY ON THE GROUND AS DESCRIBED HEREIN; THAT I AM RESPONSIBLE FOR THIS SURVEY; AND THAT THE SURVEY AND REPORT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Darryl D. Coster

DARRYL D. COSTER, N.M.P.S. 21204

AUGUST 3, 2022

DATE



NO.	DESCRIPTION	DATE	BY
4			
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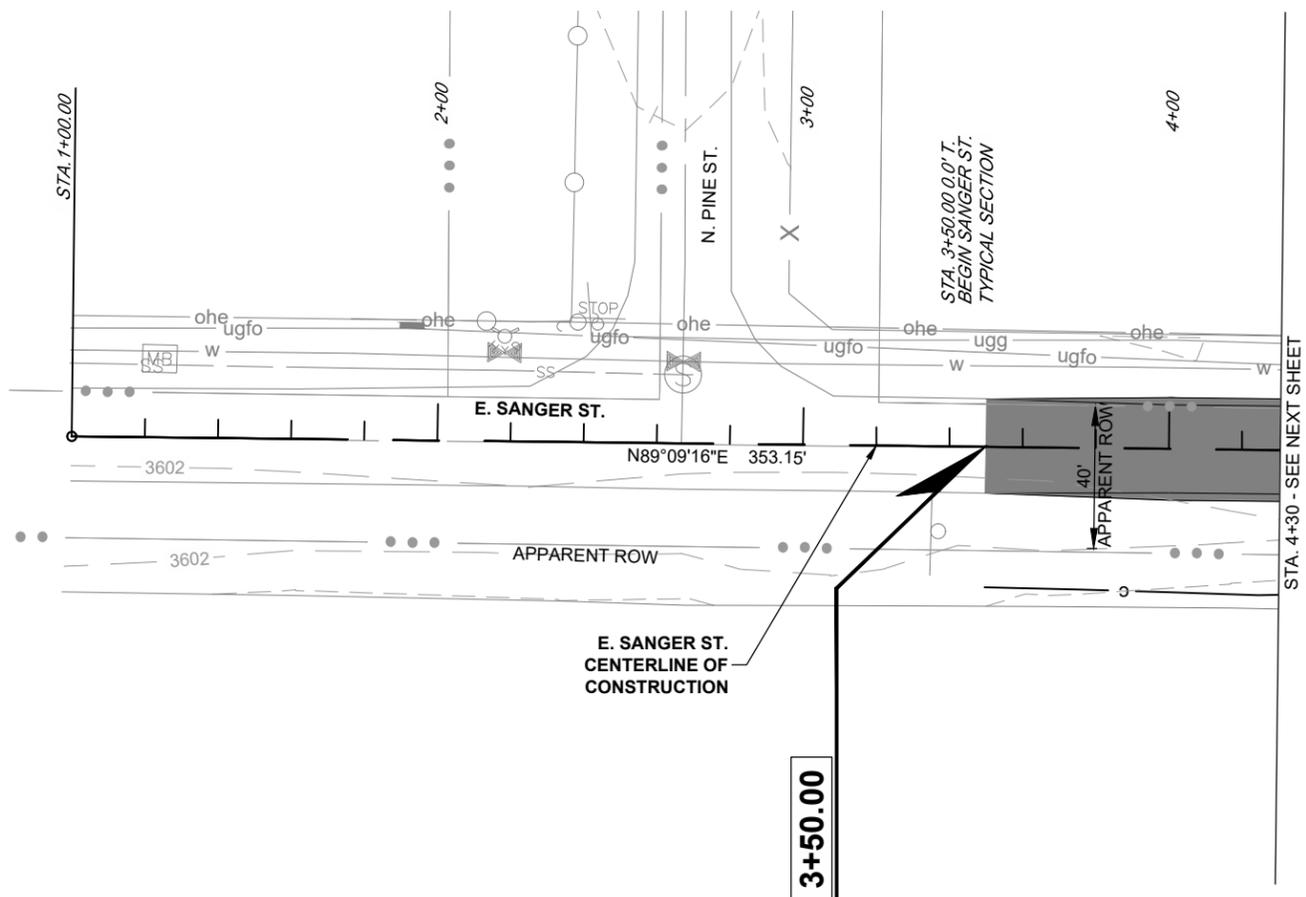
REVISIONS (OR CHANGE NOTICES)



SANGER ST. / LANDFILL RD. INTERSECTION
 LEA COUNTY, NEW MEXICO
 SURVEY CONTROL - HORIZONTAL
 ALIGNMENT LAYOUT



LEGEND	
—ugfo—	EXISTING FIBER OPTIC
—w—	EXISTING WATER
—ohe—	EXISTING OVERHEAD ELECTRIC
—ugtl—	EXISTING UNDERGROUND TELEPHONE
—ugg—	EXISTING UNDERGROUND GAS
—ss—	EXISTING SANITARY SEWER
—C—	CUT SLOPE LIMITS
—F—	FILL SLOPE LIMITS

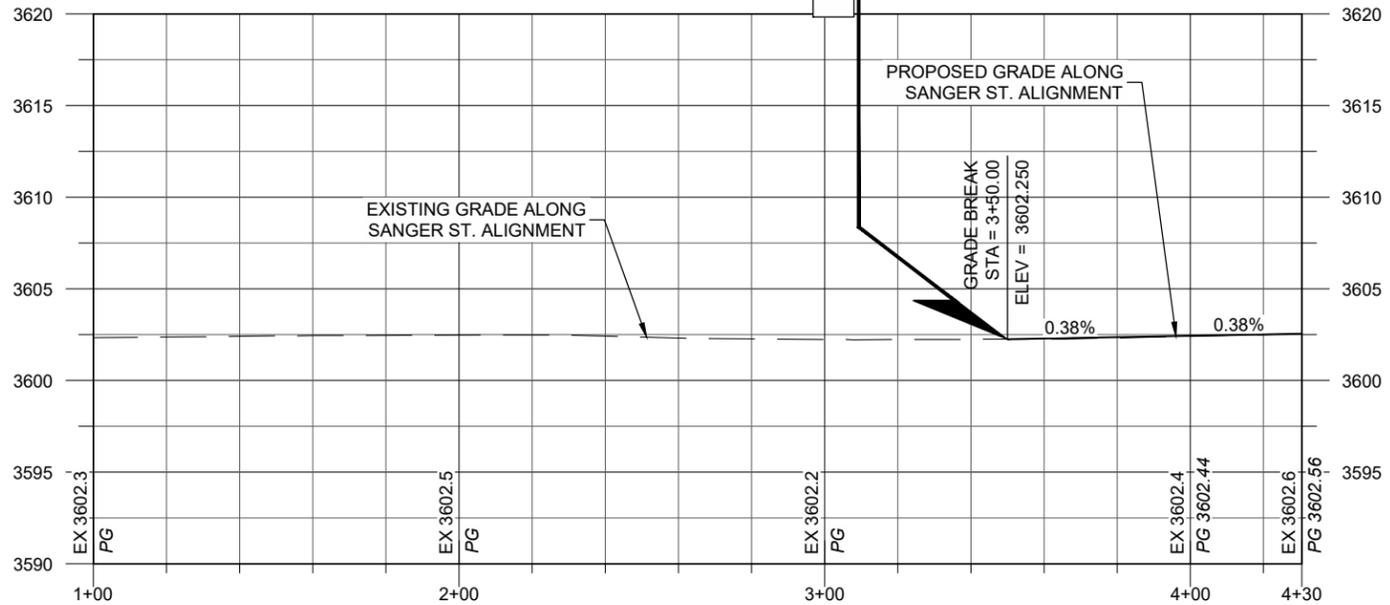


UTILITY CONTACTS:

CITY OF HOBBS:	575-397-9216
ZIA NATURAL GAS CO.:	575-392-4277
EXCEL ENERGY:	575-391-3244
WINDSTREAM:	855-849-5248
TDS:	877-422-5282
LEACO:	575-370-5010

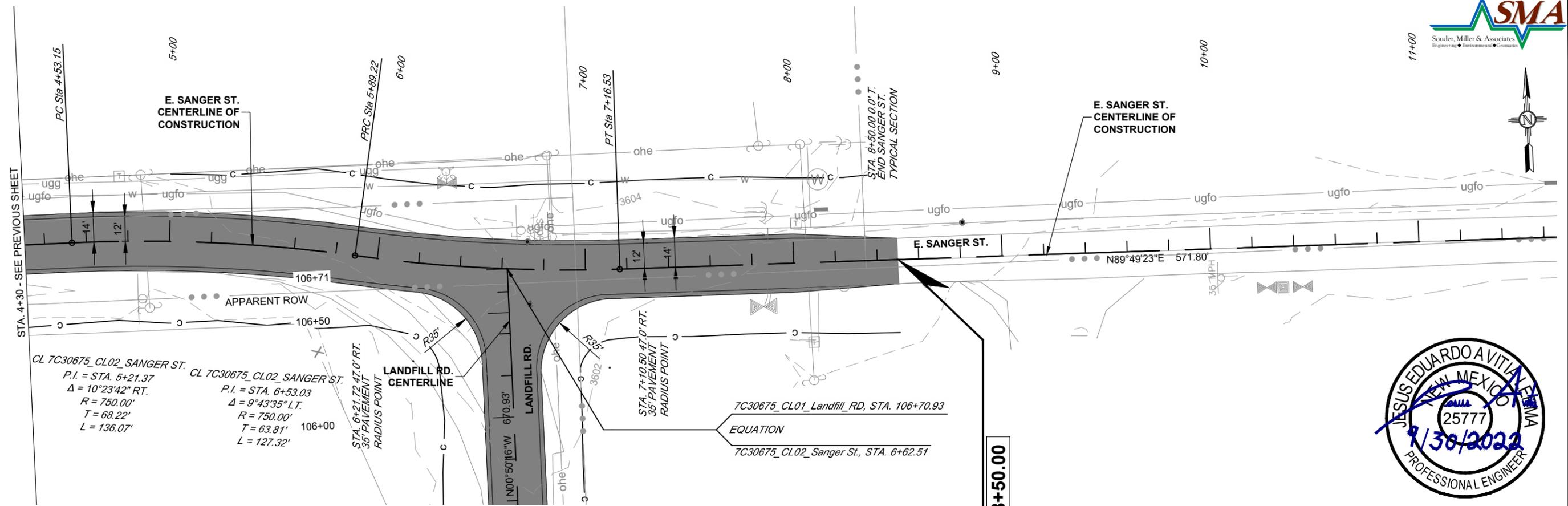


PLAN DRAWING SCALE: 1"=50'
HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: 1"= 5'



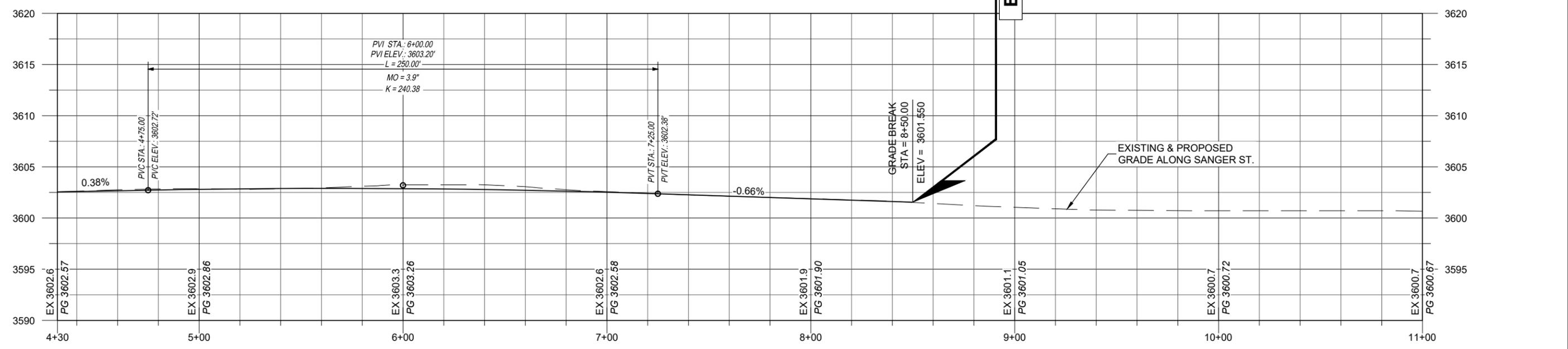


11+00



PLAN DRAWING SCALE: 1"=50'
 HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: 1"= 5'

EOP STA. 8+50.00





E. SANGER RD.
CENTERLINE

CL 7C30675_CL02_SANGER ST.
P.I. = STA. 6+53.03
 $\Delta = 9^{\circ}43'35''$ RT.
R = 750.00'
T = 63.81'
L = 127.32'

7C30675_CL01_Landfill_Rd., STA. 106+70.93

EQUATION
7C30675_CL02_Sanger St., STA. 6+62.51

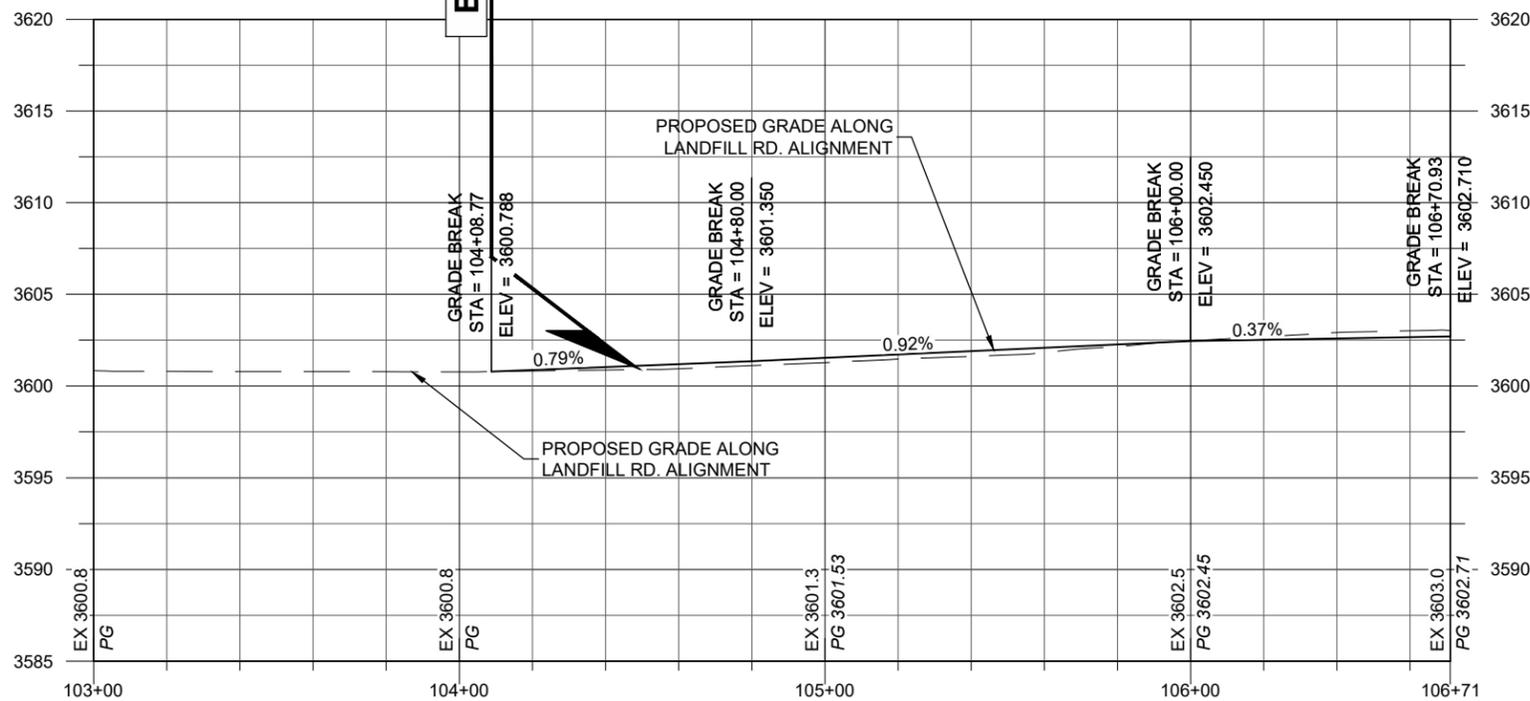
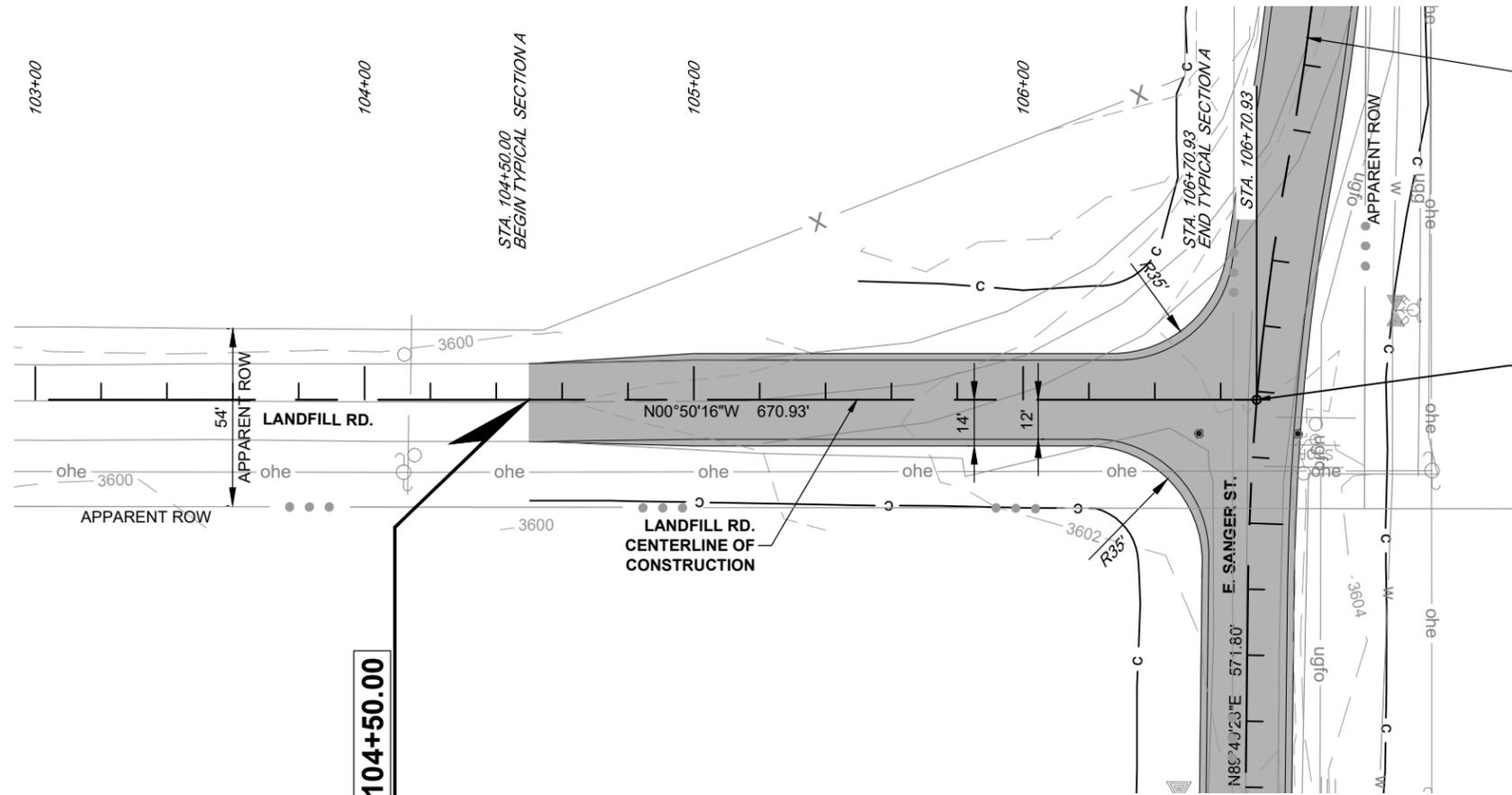


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HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: 1"= 5'

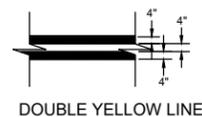
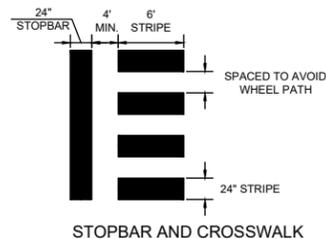
LEGEND	
ugfo	EXISTING FIBER OPTIC
w	EXISTING WATER
ohe	EXISTING OVERHEAD ELECTRIC
ugtl	EXISTING UNDERGROUND TELEPHONE
ugg	EXISTING UNDERGROUND GAS
ss	EXISTING SANITARY SEWER
C	CUT SLOPE LIMITS
F	FILL SLOPE LIMITS

UTILITY CONTACTS:

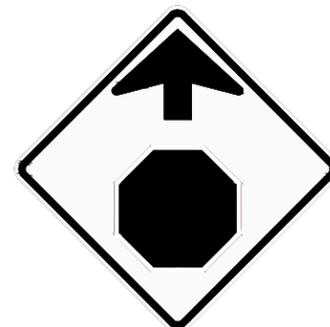
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WINDSTREAM:	855-849-5248
TDS:	877-422-5282
LEACO:	575-370-5010



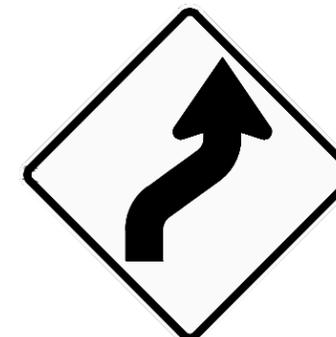
**SIGN FACE DETAILS
FOR PERMANENT SIGNING**



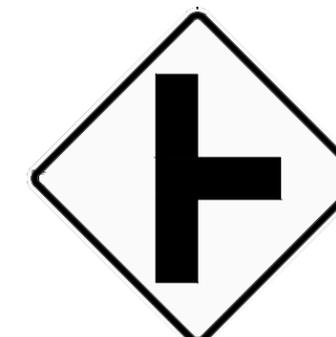
R1-1-30
30" X 30"
W/R



W3-1-30
30" X 30"
B-R-W/FY



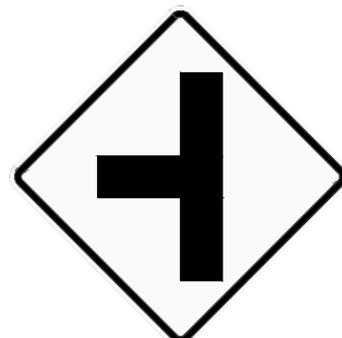
W1-4R-30
30" X 30"
B/FY



W2-2R-30
30" X 30"
B/FY

PERMANENT SIGNING GENERAL NOTES

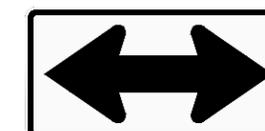
1. SIGN SUPPORT TO BE: COUNTY STANDARD OR APPROVED EQUAL
2. SIGN SHEETING TO BE "HIGH INTENSITY."
3. ALL STRIPING TO MEET CURRENT MUTCD STANDARDS
4. PERMANENT PAVEMENT MARKING MATERIALS TO BE USED PER NMDOT SPECIFICATIONS.
5. CONTRACTOR SHALL FIELD VERIFY PASSING & NO PASSING ZONES THROUGHOUT THE CORRIDOR. CONTRACTOR TO SIGN & STRIPE ACCORDINGLY.
6. SIGN W8-19-12 SHALL BE PLACED AT THE LOWPOINT OF ROADWAY PROFILE. SEE 3 SERIES



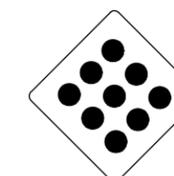
W2-2L-30
30" X 30"
B/FY



W4-4P
24" X 12"
B/Y



W1-7-48
48" X 24"
B/FY



OM4-2-18
18"X18"
B/R



BARRICADE
120" X 30"
W/R



D3-1-30
30" X 9"
W/G



D3-1-30
30" X 9"
W/G

SIGNING AND STRIPING KEY

A	4" SOLID WHITE RETROREFLECTORIZED PAINTED MARKINGS
B	4" SOLID YELLOW RETROREFLECTORIZED PAINTED MARKINGS FOR DOUBLE YELLOW STRIPE
C	24" SOLID WHITE STOP BAR (RETROREFLECTORIZED PAINTED PAVEMENT STRIPE)
⊣	PROPOSED SIGN



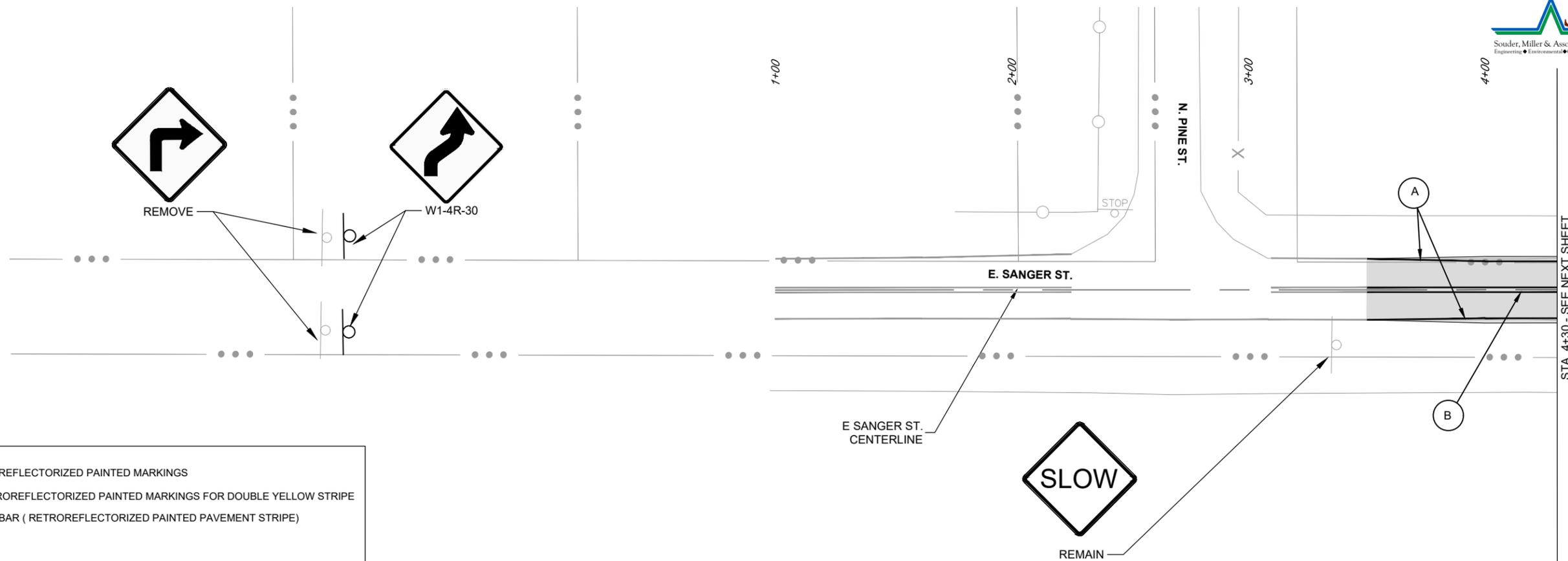
NO.	DESCRIPTION	DATE	BY
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REVISIONS (OR CHANGE NOTICES)

Lea COUNTY
new mexico

SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO

SIGN FACE

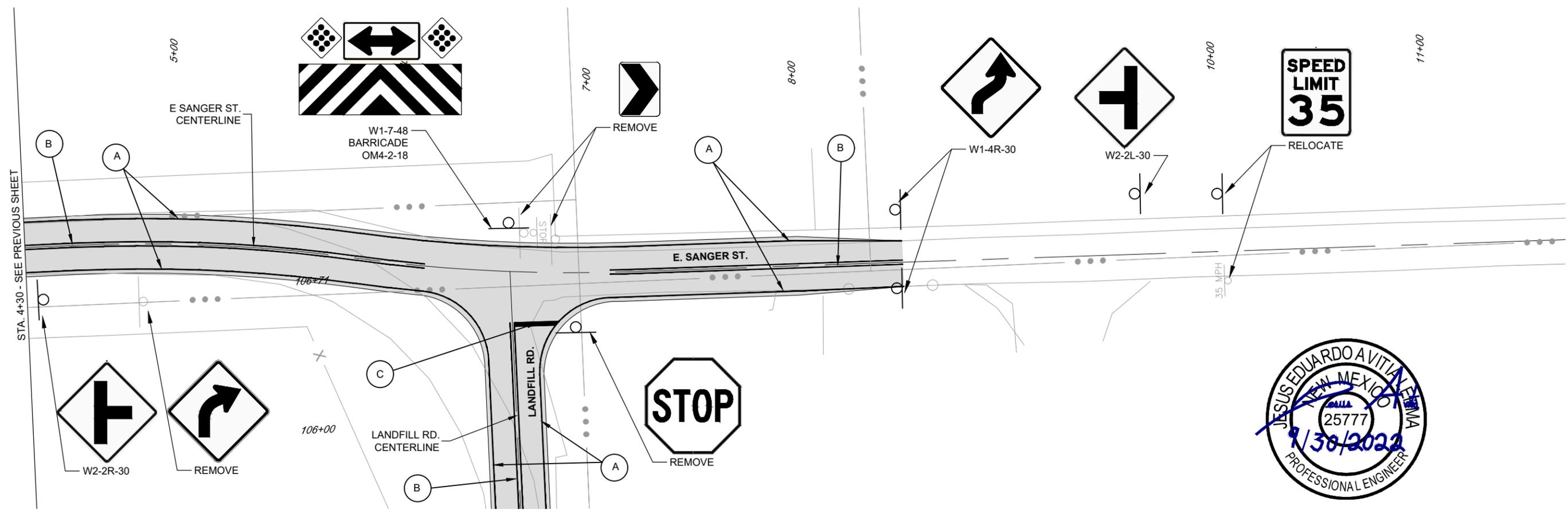


SIGNING AND STRIPING KEY

- (A) - 4" SOLID WHITE RETROREFLECTORIZED PAINTED MARKINGS
- (B) - 4" SOLID YELLOW RETROREFLECTORIZED PAINTED MARKINGS FOR DOUBLE YELLOW STRIPE
- (C) - 24" SOLID WHITE STOP BAR (RETROREFLECTORIZED PAINTED PAVEMENT STRIPE)
- ⬇ - PROPOSED SIGN

STA. 4+30 - SEE NEXT SHEET

PLAN DRAWING SCALE: 1"=50'



STA. 4+30 - SEE PREVIOUS SHEET



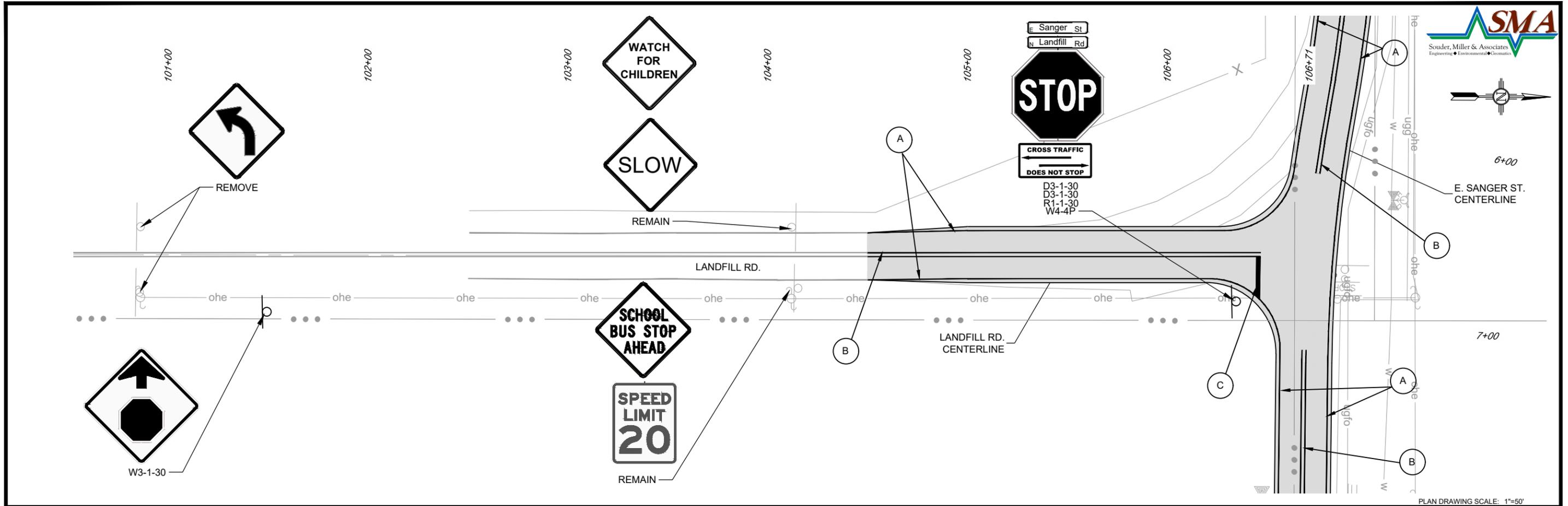


6+00

E. SANGER ST. CENTERLINE

7+00

PLAN DRAWING SCALE: 1"=50'



SIGNING AND STRIPING KEY	
(A)	4" SOLID WHITE RETROREFLECTORIZED PAINTED MARKINGS
(B)	4" SOLID YELLOW RETROREFLECTORIZED PAINTED MARKINGS FOR DOUBLE YELLOW STRIPE
(C)	24" SOLID WHITE STOP BAR (RETROREFLECTORIZED PAINTED PAVEMENT STRIPE)
□	PROPOSED SIGN





PERMANENT STRIPING					704000			704005
					RETROREFLECTORIZED PAINTED MARKINGS 4"			RETROREFLECTORIZED PAINTED MARKINGS 24"
DESCRIPTION	STATION TO STATION		OFFSET	LENGTH	4" SOLID WHITE	4" SOLID YELLOW	4" DASHED YELLOW	LIN.FT.
	STA. TO STA.		-	FT	LIN.FT.	LIN.FT.	LIN.FT.	
WHITE STRIPE	104+50.00	106+70.00	LT./RT.	220	456			
SOLID YELLOW	104+50.00	106+70.00	LT./R.T	220		393		
WHITE STRIPE	3+50.00	8+50.00	LT./R.T	500	910			
SOLID YELLOW	3+50.00	8+50.00	LT./R.T	500		823		
STOP BARS	B.O.P	E.O.P	VAR	VAR				21
SUBTOTAL:					1366	1216		21
X .33 FOR DASHED YELLOW:								
X .25 FOR DASHED:								
X 2 APPLICATIONS:					2732	2433		42
PROJECT TOTAL:						5165		42
PROJECT USE:						5200		50

PERMANENT SIGNING			701000	MOUNTING REQUIREMENTS						701100	703004	
			PANEL SIGNS							STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	OBJECT MARKER TYPE 4	
SIGN CODE	SIGN SIZE	No. OF SIGNS	AREA	POST LENGTHS			BASE POST		LENGTH	EACH		
				(SQUARE TUBING-12 GA)	TOTAL	(3.5' LONG EACH)	No.	LIN FT				
SQ. FT.	EA.	SQ.FT.	LEFT	CENTER	RIGHT	LIN. FT.	No.	LIN FT	LIN.FT.			
* BARRICADE	25.00	1	25.00	10		10	20	2	7	27		
* D3-1-30	1.88	2	3.75		10		20	2	7	27		
* SP-1-30	6.25	1	6.25									
* R1-1-30	6.25	1	6.25									
W1-4R-30	6.25	2	12.50		10		20	2	7	27		
* W1-7-48	8.00	1	8.00									
W2-2R-30	6.25	1	6.25		10		10	1	3.5	13.5		
W2-2L-30	6.25	1	6.25		10		10	1	3.5	13.5		
W3-1-30	6.25	1	6.25		10		10	1	3.5	13.5		
OM4-2-18	2.25	2	4.50								2	
PROJECT TOTAL			81								122	2
PROJECT USE			90								122	2

* SHARES A POST

NOTE: POSTS FOR OBJECT MARKERS ARE TO BE INCLUDED IN UNIT BID PRICE FOR BID ITEM 703002.

POSTS FOR ROAD DELINEATORS ARE TO BE INCLUDED IN UNIT BID PRICE FOR BID ITEM 703100. NO OTHER PAYMENT SHALL BE MADE.



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NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

SANGER ST. / LANDFILL RD. INTERSECTION
LEA COUNTY, NEW MEXICO
SIGNING & STRIPING QUANTITIES



UTILITY LEGEND

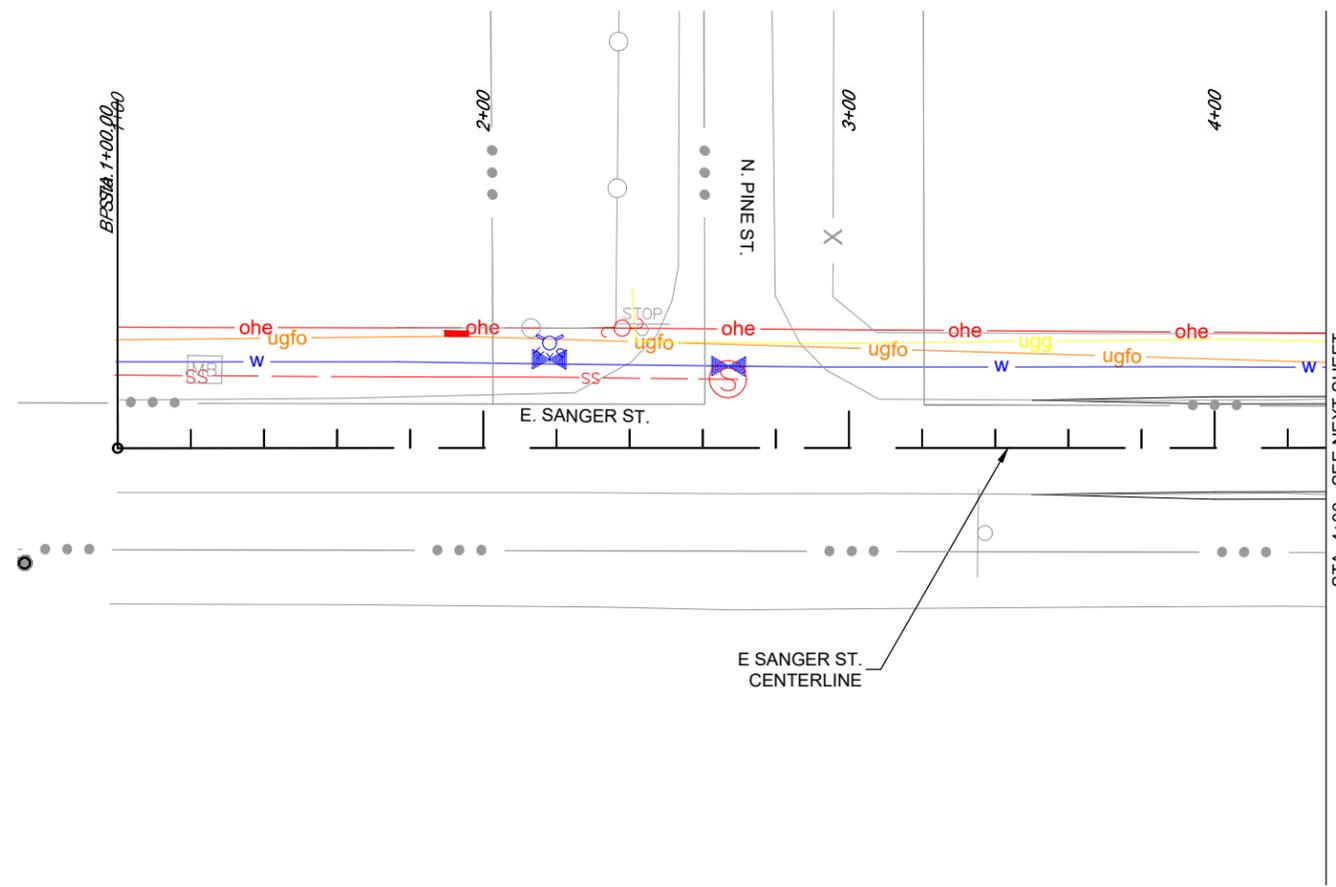
- ugfo — EXISTING FIBER OPTIC
- w — EXISTING WATER
- ohe — EXISTING OVERHEAD ELECTRIC
- ugtl — EXISTING UNDERGROUND TELEPHONE
- ugg — EXISTING UNDERGROUND GAS
- ss — EXISTING SANITARY SEWER
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING UTILITY POLE
- EXISTING COMMUNICATIONS PEDESTAL
- EXISTING PROPERTY CORNER
- EXISTING STREET SIGN

GENERAL NOTES:

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES AND UTILITY AND STORM DRAIN CROSSINGS. INFORMATION IS SHOWN FOR REFERENCE ONLY AND TAKEN FROM LIMITED AS-BUILT PLANS. THIS EFFORT SHALL BE INCLUDED IN COST FOR ITEM No. 663049 PRECONSTRUCTION UTILITY SURVEY.
2. ALL STATIONS AND OFFSETS REFERENCE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
3. ALL HORIZONTAL CURVES ON THIS PROJECT ARE BASED ON THE ARC DEFINITION RADIUS OF 1° (ONE DEGREE)=5729.578'
4. PROFILE GRADE DENOTES THE TOP OF FINISHED GRADE AT THE CENTERLINE.

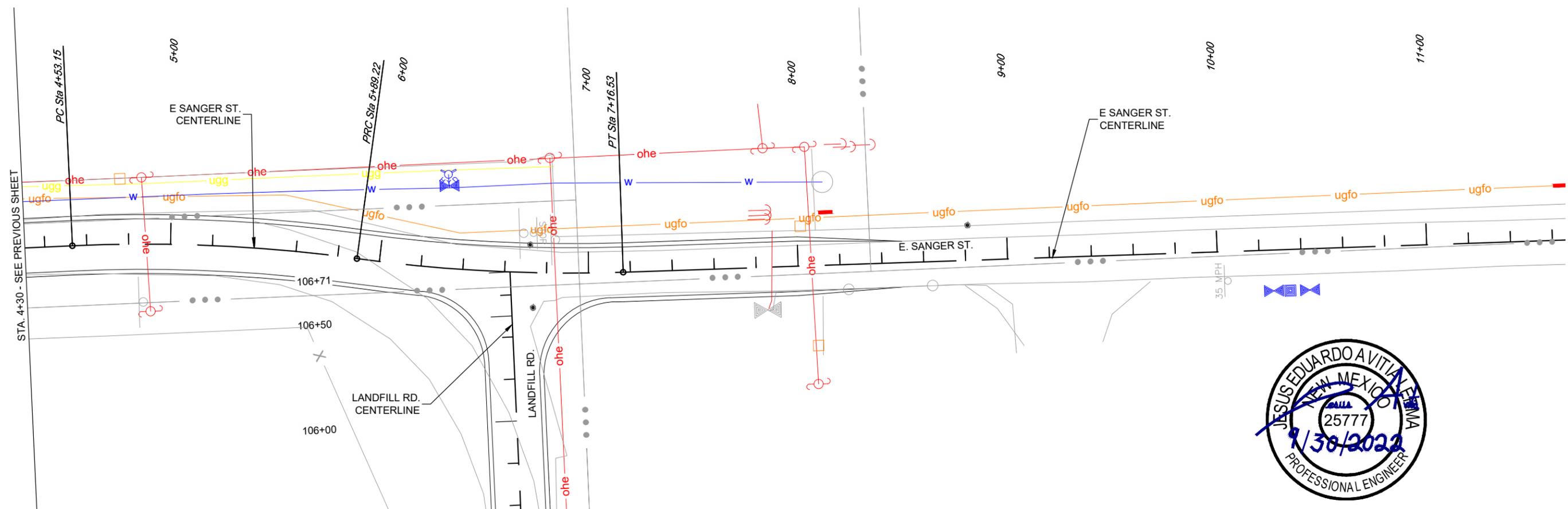
UTILITY CONTACTS:

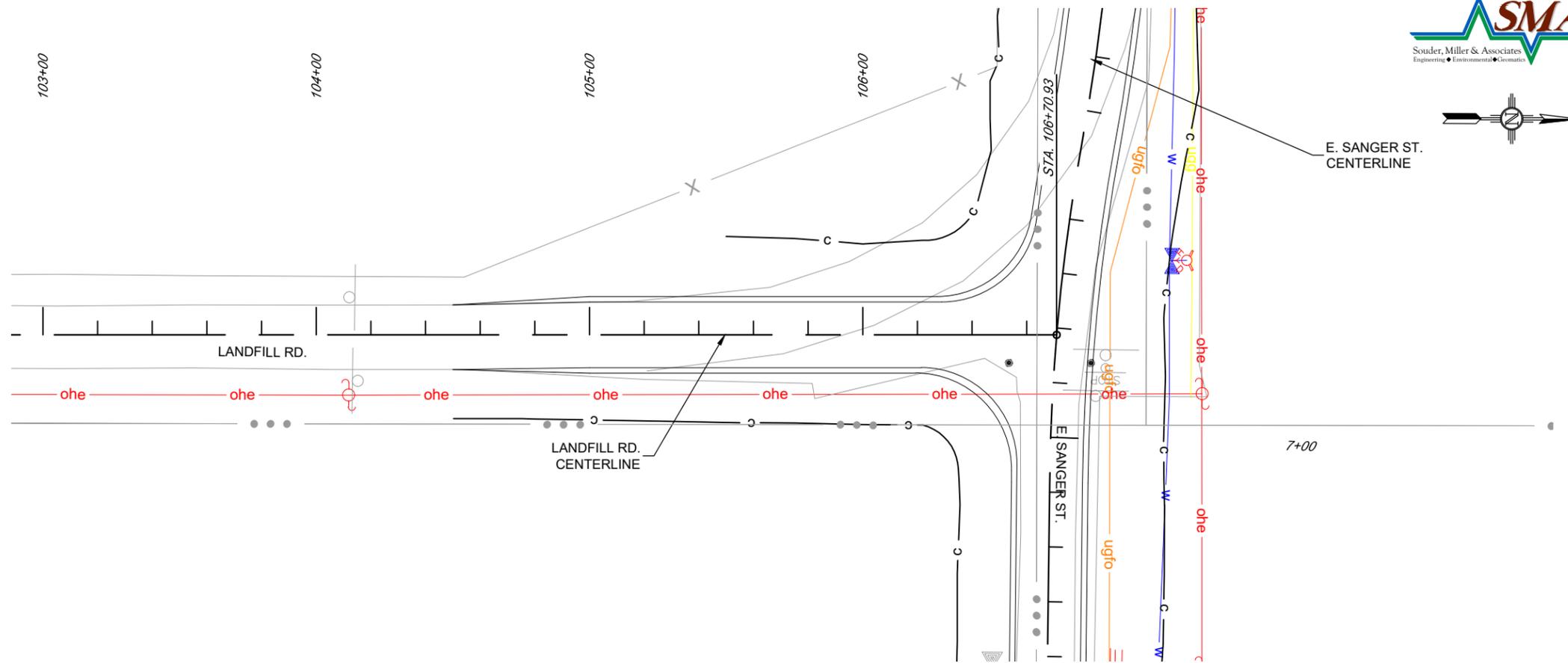
CITY OF HOBBS: 575-397-9216
 ZIA NATURAL GAS CO.: 575-392-4277
 EXCEL ENERGY: 575-391-3244
 WINDSTREAM: 855-849-5248
 TDS: 877-422-5282
 LEACO: 575-370-5010



STA. 4+30 - SEE NEXT SHEET

PLAN DRAWING SCALE: 1"=50'





PLAN DRAWING SCALE: 1"=50'

UTILITY LEGEND

	EXISTING FIBER OPTIC
	EXISTING WATER
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND GAS
	EXISTING SANITARY SEWER
	EXISTING WATER VALVE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING UTILITY POLE
	EXISTING COMMUNICATIONS PEDESTAL
	EXISTING PROPERTY CORNER
	EXISTING STREET SIGN

GENERAL NOTES:

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UTILITY CONTACTS:

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ZIA NATURAL GAS CO.:	575-392-4277
EXCEL ENERGY:	575-391-3244
WINDSTREAM:	855-849-5248
TDS:	877-422-5282
LEACO:	575-370-5010



LEGAL NOTICE OF INVITATION FOR BIDS

LEA COUNTY, NEW MEXICO

LANDFILL ROADWAY DRAINAGE LOW
WATER CROSSING
NIGP COMMODITY CODE# 91371
BID # 06-(22-23)

The Lea County Commissioners will receive sealed bids for the above-mentioned project. All bids shall be sealed, addressed and delivered **no later than 2:00 p.m. (local time) on November 10, 2022**, to the:

Kelli Ferguson, CPO
Finance Department, 4th Floor Lea
County Courthouse
100 North Main, Suite 11 Lovington,
New Mexico 88260-4030

Bids will be officially opened and publicly read aloud **no later than 2:00 p.m. (local time) on November 10, 2022**, in the:

Commission Chambers, 1st Floor Lea
County Courthouse
100 North 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 the website of the ENGINEER, Souder, Miller & Associates, at www.soudermiller.com at no cost.

Prospective bidders should review the project site on their own prior to bidding. Last day to submit questions will be **until 5:00 p.m. (local time) on October 28, 2022**. Email your questions to: jesus.avitia@soudermiller.com

No pre-bid meeting will be held.

LEA COUNTY BOARD OF COMMISSIONERS BY:
Dean Jackson, CHAIR

Publication Date(s): October 16, 2022

(FOR OWNER USE ONLY)

Newspaper: Hobbs News-Sun Newspaper: Lovington Leader

Publish: 10/16/2022

Publish: 10/16/2022

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

SANGER / LANDFILL ROAD. INTERSECTION RE-DESIGN

NIGP COMMODITY CODE# 91371

BID # 07-(22-23)

LEA COUNTY, NEW MEXICO



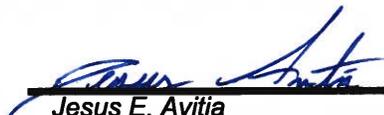
ENGINEERING CERTIFICATION

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

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.




Jesus E. Avitia
New Mexico PE License #25777

10/10/22
Date

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INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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SECTION 1 – TERMS AND CONDITIONS

LANDFILL ROADWAY DRAINAGE LOW
WATER CROSSING
NIGP COMMODITY CODE# 91371
BID # 06-(22-23)

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 November 10, 2022.** to the:
Kelli Ferguson, CPO
Finance Department, 4th Floor
Lea County Courthouse
100 North Main, Suite 11
Lovington, New Mexico 88260-4030
3. Please mark the outside of the envelope **"BID # 06 - (22-23)"**. 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.
4. Bids will be officially opened and publicly read aloud **no later than 2:00 p.m. (local time) on November 10, 2022.** in the:
Commission Chambers, 1st
Floor Lea County Courthouse
100 North Main
Lovington, New Mexico 88260
5. Each bidder is to submit its bid on the form provided. The form must be fully completed.
6. Bid submission shall consist of one (1) completed set from each bidder. Bid set shall be entire bid and contract book, including supplemental specifications.
7. The bid shall exclude all State taxes. Nontaxable transaction certificates will be issued if requested.
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.

SECTION 1 – TERMS AND CONDITIONS

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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.
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. 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.
14. 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.
 - b. All questions must be addressed in writing no later than 5:00 p.m. on October 28, 2022, by email to; jesus.avitia@soudermiller.com.
15. 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.
16. 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

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17. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Kelli Ferguson, CPO
Finance Department, 4th Floor
Lea County Courthouse
100 North Main, Suite 11
Lovington, New Mexico 88260-
4030

SECTION 2 – INSTRUCTIONS TO BIDDERS

SANGER / LANDFILL ROAD
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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

SANGER / LANDFILL ROAD INTERSECTION REDESIGN

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

Time and place of receiving bids as indicated in the Invitation to Bid.

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.

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.

SECTION 2 – INSTRUCTIONS TO BIDDERS

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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 the base bid will be Sixty (60) calendar days to reach Substantial Completion. Fourteen (14) additional calendar days to reach Final Completion

SECTION 2 – INSTRUCTIONS TO BIDDERS

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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.

SECTION 2 – INSTRUCTIONS TO BIDDERS

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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.

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.

SECTION 2 – INSTRUCTIONS TO BIDDERS

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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 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

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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.

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,

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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 requirement at Section 8 - Certificate of Insurance.

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

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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").

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the **SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN**, 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 October 16, 2022.
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.

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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.

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.

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TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT, 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.

SECTION 3 – BID FORM

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

Addendum No. _____	Date _____

The Bid is hereby respectfully submitted by:

Name of Bidder

SECTION 3 – BID FORM

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(SEAL) if Bid is by Corp.

New Mexico Contractor's
License Number

New Mexico Contractors License
Classifications

New Mexico Resident Veterans
Preference Number

New Mexico Workforce Solutions
Dept. Registration Number

Federal Employer Tax ID no.

Federal Employer Tax ID No.

State of New Mexico Tax ID No.

By (Signature)

Date

Printed Name and Title

Address

City & State

Zip

Telephone

Email Address

SECTION 3 – BID FORM

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LIST OF SUBCONTRACTORS

1. To be fully executed and included with bid as a condition of the bid.
2. The listing threshold is \$5,000.00 or one half of one percent of the total project cost whichever is greatest.

Nature of work	Subcontractor Name	Location of Business

Note:
1. A Contractor or Subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000.00) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. All tiers of Subcontractors shall be subject to the requirements of this subsection.

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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, 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

SECTION 3 – BID FORM

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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.

"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, Gary Eidson, Jonathan Sena, Pat Sims, Assessor Sharla Kennedy, Clerk Keith Manes, Probate Judge Sandra Goad, Treasurer Susan Marinovich, Sheriff Corey Helton.

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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

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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."

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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.

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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 Commissioners; 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 _____

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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

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

Signature of Authorized Representative: _____ *Date:* _____

Print Name and Title: _____

SECTION 3 – BID FORM

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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:

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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 4 – BID GUARANTY

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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:

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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:

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

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__

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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:

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

This is an agreement made by and between the County of Lea, New Mexico, hereinafter called the "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:

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

and more fully described as follows, to-wit:

Furnish and install **SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN** consists of furnishing all materials, labor, machinery, equipment, tools, etc., necessary to furnish and install misc. construction projects consisting of any or all of the bid items listed in the Unit Price Bid Proposal.

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

- 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.

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- 7-7 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.

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.

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 _____

Contractor - Secretary

Title.....

SECTION 8 – CERTIFICATE OF INSURANCE

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

STATE OF NEW MEXICO COUNTY OF ____

SUBSCRIBED and sworn to before me by _____(Contractor)
this __ day of __ 20 _____

Notary Public: _____

My Commission Expires: _____

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

SECTION 8 – CERTIFICATE OF INSURANCE

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SECTION 9- MINIMUM WAGE RATES & CERTIFIED PAYROLL

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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:

Kelli Ferguson, CPO
Finance Department, 4th Floor
Lea County Courthouse
100 North Main, Suite 11
Lovington, New Mexico 88260-4030
(505) 396-8521

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

Certified Payroll
SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
BID #07-(22-23)

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-22-2478-A



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: Sanger & Landfill Road Intersection Re-Design
Requested Date: 10/03/2022
Approved Date: 10/04/2022
Approved Wage Decision Number: LE-22-2478-A

Wage Decision Expiration Date for Bids: 02/01/2023

2) Physical Location of Jobsite for Project:
Job Site Address: Intersection of E Sanger St. and N Landfill R
Job Site City: Hobbs
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): Lea County
Contracting Agency Contact's Name: Kelli Ferguson
Contracting Agency Contact's Phone: (575) 396-8521 Ext. 8610

4) Estimated Contract Award Date: 12/08/2022

5) Estimated total project cost: \$440,326.64
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?: reconstructed roadway and realignment of intersection

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$440,326.64	reconstruct .21 miles of roadway with hot mix asphalt over 8" of basecourse. Realignment of intersection will turn Landfill Road to stop condition and let Sanger Road continue.



LABOR RELATIONS DIVISION
401 Broadway NE
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.



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

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.



TYPE “A” – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	26.48	12.14
Carpenter- Los Alamos County	29.24	13.94
Cement Mason	17.74	7.41
Drywall Finisher/Taper	25.21	8.00
Glazier		
Glazier/Fabricator	21.00	6.45
Delivery Driver	11.50	6.45
Ironworker	27.70	17.89
Painter- Commercial	17.75	8.20
Paper Hanger	17.75	8.20
Plumber/Pipefitter	33.10	13.10
Electricians- Outside Classifications: Zone 1		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
Electricians-Outside Classifications: Zone 2		
Ground man	24.57	11.74
Equipment Operator	35.25	16.06
Lineman	44.32	18.08
Journeyman technician	41.47	17.37
Cable Splicer	48.75	19.19
Electricians-Outside Classifications: Los Alamos		
Ground man	25.27	11.76
Equipment Operator	36.27	16.09

Lineman	45.47	18.36
Journeyman technician	42.41	17.60
Cable Splicer	49.59	19.40
Laborers		
Group I	14.79	6.93
Group II	15.29	6.93
Group III	16.79	6.93
Group IV	17.29	6.93
Operators		
Group I	19.93	6.74
Group II	20.92	6.74
Group III	21.02	6.74
Group IV	21.14	6.74
Group V	21.24	6.74
Group VI	21.44	6.74
Group VII	21.61	6.74
Group VIII	21.92	6.74
Group IX	29.87	6.74
Group X	33.32	6.74
Soft Floor Layers	20.75	8.45
Truck Drivers		
Group I-IX	17.65	8.72

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

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

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

- 14. Credit available: \$.....
- 15. Give bank reference:
- 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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

SANGER / LANDFILL ROAD INTERSECTION RE-DESIGN

Project Description

Project consists of reconstruction of 0.14 miles of roadway with 2.5” Hot Mix Asphalt over 8” of Basecourse. Realignment of the intersection will turn Landfill Road to stop condition and let Sanger Road continue.

END OF SECTION

SECTION 12 – SPECIAL PROVISIONS

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

- 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.

SECTION 12 – SPECIAL PROVISIONS

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

- 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.
- 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

SECTION 12 – SPECIAL PROVISIONS

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

as required. Any retesting due to the initial test failing shall be paid for by the Contractor, whether the retest is passing or failing. The Contractor shall provide the Owner a 24 hour notice of any testing required. Any item installed without being tested or certified shall be removed and replaced at Contractor's expense. Contractor shall notify the Owner before any tests are made, and Owner shall contact the testing firm as necessary. The Contractor is responsible for all costs associated with quality control tests as required by the technical specifications for material furnished by the Contractor and incorporated into the work. The Owner is responsible for all costs associated with quality assurance testing of the material on-site.

SP-15: SURVEYING: 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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

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

SANGER / LANDFILL ROAD
INTERSECTION RE-DESIGN
NIGP COMMODITY CODE# 91371
BID # 07-(22-23)

All provisions of the New Mexico State Highway and Transportation Department's Standard Specifications for Highway and Bridge Construction, edition of 2019 shall apply except as modified herein.

<u>DESCRIPTION</u>	<u>PAGE</u>
MODIFYING SECTION 201 - CLEARING AND GRUBBING	2
DELETING SECTION 303 – BASE COURSE.....	2
ADDING AND MODIFYING SECTION 247 – FLEXIBLE BASE.....	2
MODIFYING SECTION 408 – PRIME COAT MATERIAL	4
MODIFYING SECTION 423 - HOT MIX ASPHALT	5

APPENDIX A: TXDOT SECTION 247 – FLEXIBLE BASE

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

MODIFYING SECTION 201 - CLEARING AND GRUBBING

Delete subsections 201.4 and 201.5 and substitute the following:

201.4 METHOD OF MEASUREMENT

Clearing and grubbing will be measured by the acre unit.

201.5 BASIS OF PAYMENT

Item Number	Description	Unit
201000	<i>Clearing and Grubbing</i>	Acre

DELETING SECTION 303 – BASE COURSE

Delete section 303 in its entirety.

ADDING AND MODIFYING SECTION 247 – FLEXIBLE BASE

Add the Texas Department of Transportation (TxDOT) section 247 included in Appendix. Make the following modifications to the 247 specification.

2. MATERIALS

The base course material shall be Flexible Base, Grade 3, Type E (6" thickness) with maximum Aggregate Index (AI) of 35.

4.3. Compaction

Delete sub-section 4.3 and replace with:

Compact base course to at least 96% of maximum density as determined by AASHTO T 180 (Modified Proctor), Method D (TTCP Modified).

5. MEASUREMENT

Delete Section 5 and replace with:

Flexible base will be measured by the square yard unit.

6. PAYMENT

Delete Section 6 and replace with:

8" Flexible Base will be paid for by square yard.

Item Number	Description	Unit
303180	<i>8" Flexible Base</i>	S.Y.

MODIFYING SECTION 408 – PRIME COAT MATERIAL

Delete subsections 408.4 and 408.5 and substitute the following:

408.4 **METHOD OF MEASUREMENT**

Aggregate Primer will be measured by the square yard.

408.5 **BASIS OF PAYMENT**

Payment will be made under:

Item Number	Description	Unit
408100	<i>Prime Coat Material</i>	S.Y.

Separate payment will not be made for blotter material or for rolling of aggregate primer material.

Note: Actual application rates will vary depending on site conditions.

MODIFYING SECTION 423 - HOT MIX ASPHALT

Add the following:

423.7 **BASIS OF PAYMENT**

423.7.1 Plant mix bituminous pavement will be paid for at the contractor's unit price per square yard. No separate payment will be made for bituminous material, or hydrated lime. No separate pavement will be made for tack coat to be applied to the edges of adjacent pavement

Payment will be made under:

Item Number	Description	Unit
416106	<i>Minor Paving TYPE-I, HMA SP-III</i>	S.Y.

No separate measurement or payment will be made for *sawcutting* when paving operations connect to existing pavement. The sawcut shall be a neat clean cut with a smooth transition to the new pavement. Any broken off edges should be corrected by additional sawcuts.

APPENDIX A

Item 247

Flexible Base



1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use [Tex-100-E](#) material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 ²	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40		65-90	50-85		70-90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max ¹	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min ¹		As shown on the plans			
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with [Tex-107-E](#) (linear shrinkage) when liquid limit is unattainable as defined in [Tex-104-E](#).
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by [Tex-460-A](#), Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with [Tex-145-E](#). When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with [Tex-413-A](#). For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with [Tex-406-A](#). Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
 - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
 - the final product, blended, will be subject to the requirements in Table 1, and
 - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. **EQUIPMENT**

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. **CONSTRUCTION**

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with [Tex-140-E](#). Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by [Tex-113-E](#), unless otherwise shown on the plans. Maintain moisture during compaction within ± 2 percentage points of the optimum moisture content as determined by [Tex-113-E](#). Measure the moisture content of the material in accordance with [Tex-115-E](#) or [Tex-103-E](#) during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#). The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. **MEASUREMENT**

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with [Tex-103-E](#) from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. **PAYMENT**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.