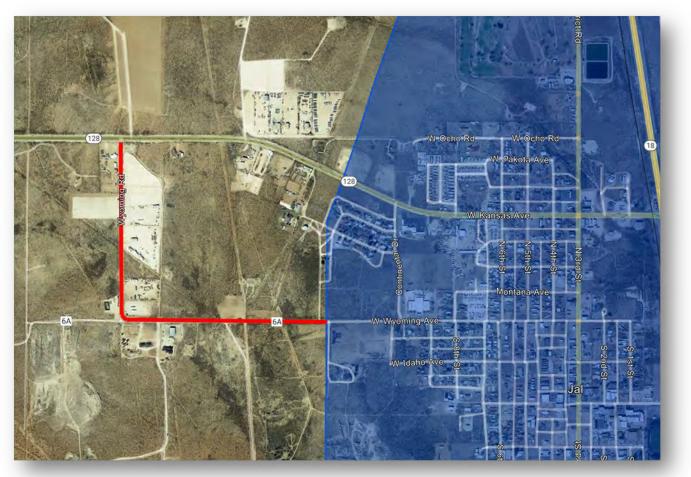
Consideration of Lea County Resolution No. 22-DEC-278R Awarding Bid No. 9 (2022-2023) Wyoming Avenue Project.

Wyoming Road is located on the southwest side of Jal and connects NM 128 to Wyoming Road in the municipality of Jal.

This roadway continues to have increased traffic due to industrial developments along its route. The NMDOT reconstruction project of NM128 later this year will divert the current NM128 traffic onto Wyoming.

Lea County sees the need to reconstruct and widen the roadway prior to the NM128 construction project.

Lea County hired Square Root Services in February 2022 to design this improved roadway section.



Consideration of Lea County Resolution No. 22-DEC-278R Awarding Bid No. 9 (2022-2023) Wyoming Avenue Project.

On November 29, 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 as shown below:

Constructor's Inc.	\$1,397,701.25
J&H Services, Inc.	\$1,409,706.85
Ramirez & Sons, Inc.	\$1,337,123.00

Staff recommends the County award Bid No. 09(22-23) to Ramirez & Sons in the amount of \$1,337,123.00 per bid. The bid amounts shown do not include New Mexico Gross Receipts Tax.

	SECTION 3 – BID FORM
	WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)
(SEAL) if Bid is by Corp. New Mexico Contractor's License Number <u>NM83020</u> New Mexico Contractors Licens GA01, GA38, GF01, GF09, GS04, GS05, GS08 New Mexico Resident Veterans Preference Number <u>L0309028528</u> New Mexico Workforce Solutions Dept. Registration Number <u>002529520120917</u> Federal Employer Tax ID no. <u>74-2823367</u> Federal Employer Tax ID No. State of New Mexico Tax ID No. <u>02-307856-00-1</u>	Image: Antiperiod of the second s

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.

SUBMITTED BY Name, Title, Dept:
Corey Needham, ACM
ATTACHMENT(S):
Recommendation of Award, Certified Bid Tab, Powerpoint, Resolution
ACTION REQUESTED: Action Item
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:

Wyoming Road is located on the southwest side of Jal and connects NM 128 to Wyoming Road in the municipality of Jal.

This roadway continues to have increased traffic due to industrial developments along its route. The NMDOT recostruction project of NM128 later this year will divert the current NM128 traffic onto Wyoming.

Lea County sees the need to reconstruct and widen the roadway prior to the NM128 construction project.

Lea County hired Square Root Services in February 2022 to design this improved roadway section.

Requested Items Needeo Easel Laptop 🗸	for Presentation Easels/Laptop/Projector/Etc.: Projector	See Additional Summary Attached
SUBMITTER'S RECOMMENDATION(Award to Ramirez & Sons in the amount of	And a set of the second second	Submitter's Signature Department Director, Etc. Corey Digitally signed by Corey Needham Date: 2022 11.23 12:27:21 -07100 -07100
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be e Funds are budgeted and available in 402-56	xpenditures from the Road Fund of \$1,337,123 plus GF 3-9800.	Reviewed by Finance Director Henry C Digitally signed by Henry C Low Jr Low Jr Date: 2022.12.01 11:18:03 -07'00'
LEGAL REVIEW: (Note: Travel does not	need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda Mache Cellogh
Item No. 0307 RECORDI Approved:	ACTION TAKEN Other: Ordinance No	

Summary Form Continued...

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Staff recommends the County award Bid No. 09(22-23) to Ramirez & Sons in the amount of \$1,337,123.00 per bid. The bid amounts shown do not include New Mexico Gross Receipts Tax.

STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 22-DEC-278R

A RESOLUTION APPROVING THE AWARD OF BID #9 (22-23) WYOMING ROAD RECONSTRUCTION TO RAMIREZ AND SONS

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

WHEREAS, the reconstruction and widening would benefit the current and future needs of users of the roadway; *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 #9 (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

Keith Manes ATTEST: Lea County Clerk

By: ______ Tryon Hassen, Chief Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

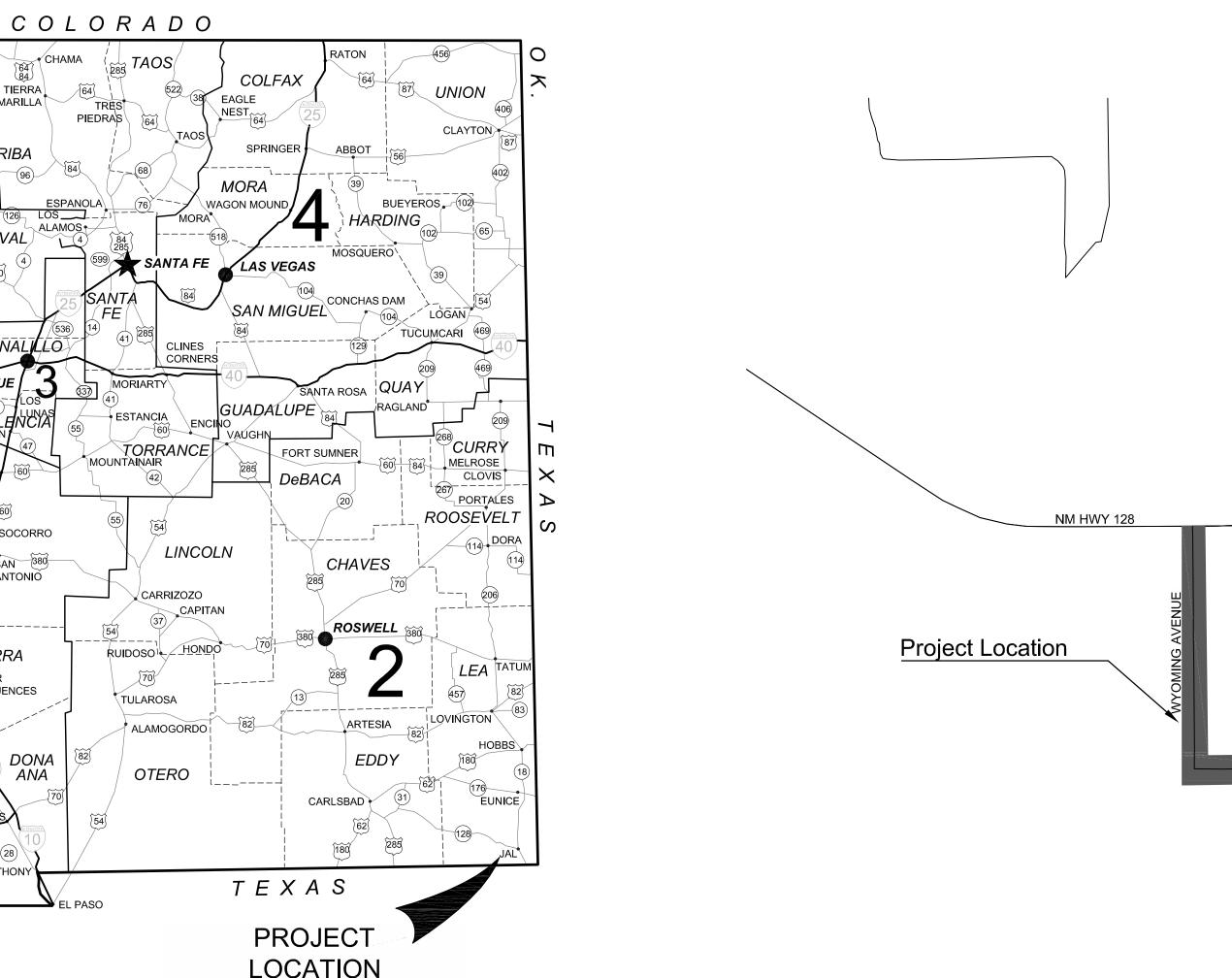
John W. Caldwell, County Attorney

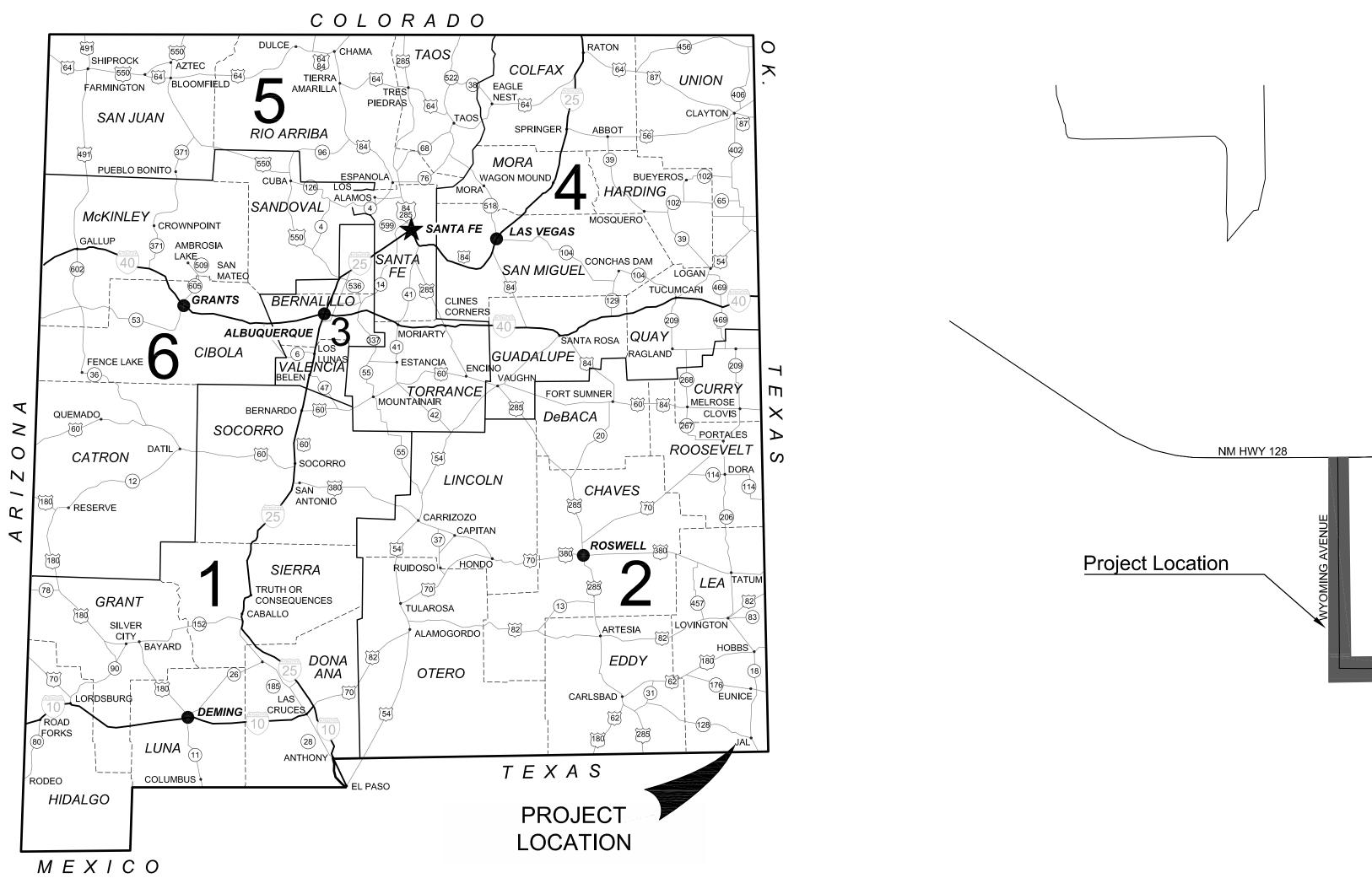
SquareRoot services **Engineering | Surveying**

7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITE REPRESENTIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



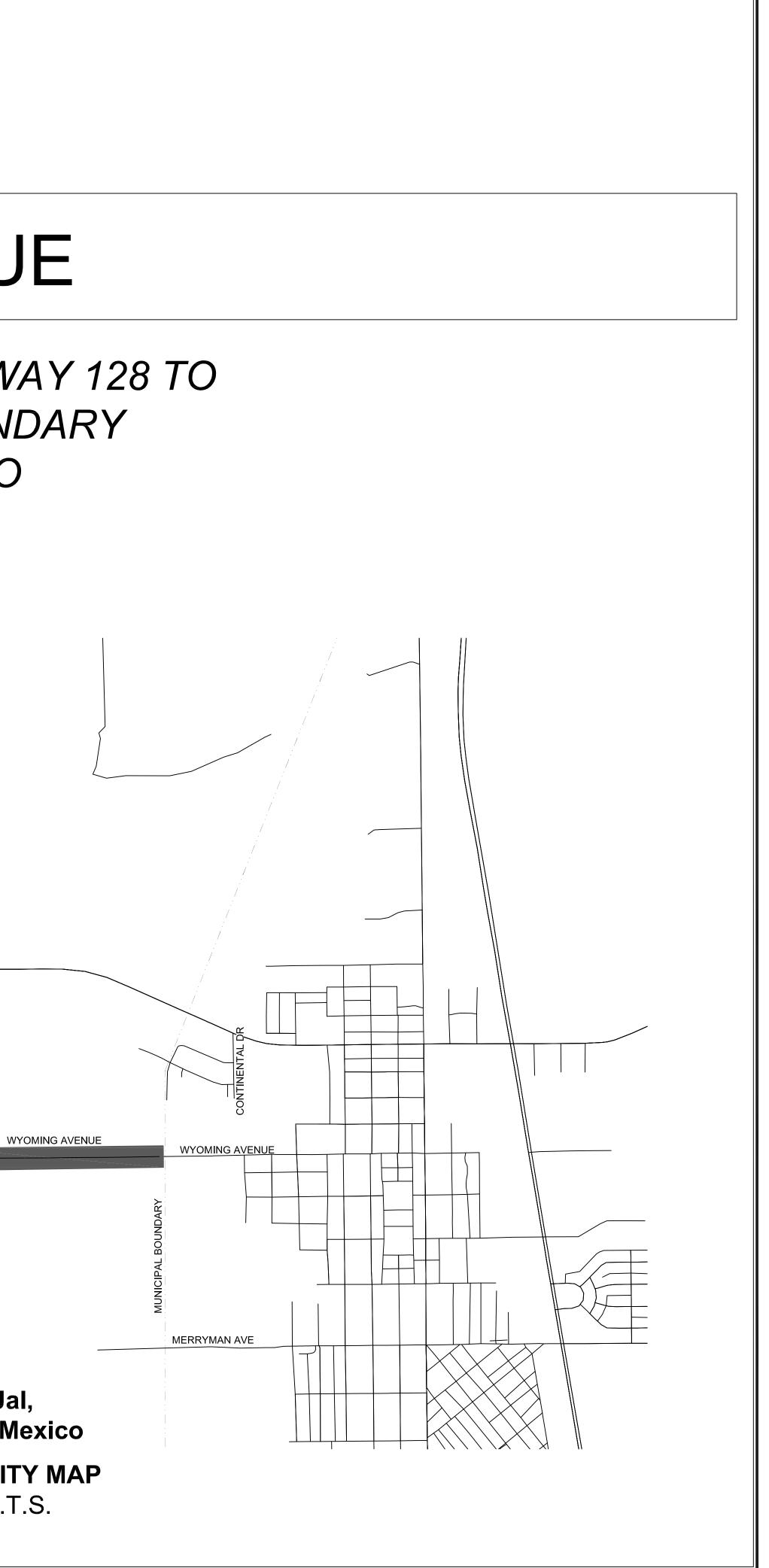




WYOMING AVENUE

RECONSTRUCTION FROM NM HIGHWAY 128 TO JAL, NM WEST MUNICIPAL BOUNDARY LEA COUNTY, NEW MEXICO *BID* #09-(22-23)

Jal, **New Mexico VICINITY MAP** N.T.S.



GENERAL NOTES

- NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019 EDITION SHALL APPLY TO THIS PROJECT.
- 2. THROUGHOUT THE LIFE OF THE PROJECT, CONTRACTOR SHALL KEEP LOCAL NEWS MEDIA, INCLUDING BOTH NEWSPAPER WILL RESTRICT THE NORMAL FLOW TRAFFIC. THE CONTRACTOR SHALL REPORT ANY SUCH CLOSURE AT LEAST 48 HOURS CONSTRUCTION, AND NO MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
- 3. ACCESS TO LOCAL BUSINESSES AND RESIDENCES SHALL BE KEPT OPEN AS FAR AS POSSIBLE. ACCESS CLOSURE MUST BE SCHEDULED AT LEAST TEWENTY-FOUR (24) HOURS IN ADVANCE WITH PROPERTY OWNERS AND APPROVED BY OWNER'S REPRESENTATIVE. ACCESS FOR FIRE PROTECTION AND EMERGENCY SERVICES MUST BE OPEN AT ALL TIMES. SCHEDULES FOR THE RELEASE OF WORK WILL BE DETERMINED AT THE PRE-CONSTRUCTION CONFERENCE. ADDITIONAL OR SUPPLEMENTAL SCHEDULES MAY BE REQUIRED AS THE PROJECT PROGRESSES. AS **REQUESTED BY OWNER'S REPRESENTATIVE.**
- 4. CONTRACTOR TO COORDINATE WITH LOCAL WASTE COLLECTION DURING CONSTRUCTION FOR RESIDENTIAL AND COMMERCIAL TRASH PICK UP.
- CONTRACTOR SHALL HAVE PERSONNEL AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK TO INSPECT AND MAINTAIN TRAFFIC CONTROL DEVICES, AS DIRECTED BY THE PROJECT ENGINEER. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR THIS WORK, BUT SHALL BE CONSIDERED AS INCIDENTAL TO ITEM No. 618000 TRAFFIC CONTROL PLAN AND MANAGEMENT.
- 6. ALL CONSTRUCTION TRAFFIC SIGNING IN THIS CONTRACT SHALL BE PROVIDED WITH HIGH RETROREFLECTIVITY TYPE VII OR IX SHEETING OR BETTER. TYPE "H" BARRELS SHALL HAVE TYPE **VII OR IX SHEETING.**
- 7. MAINTENANCE AND REPLACEMENT OF DAMAGED OR DIRTY TRAFFIC CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. THIS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
- 8. INSTALLATION OF TRAFFIC SIGNS SHALL BE IN ACCORDANCE WITH MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) LATEST EDITION SECTION 2A.08 AND 2A.22, AND NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS.
- 9. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE AND SUPPLY WATER FOR THE PROJECT. THE COST WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
- 10. IF A PAVEMENT DROP-OFF IS CREATED DURING CONSTRUCTION, CONTRACTOR SHALL FOLLOW THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S CURRENT GUIDELINE (8/1/2010) FOR "PAVEMENT DROP-OFF FOR CONSTRUCTION WORK ZONES".
- 11. WHEN ABUTTING NEW PAVEMENT TO EXISTING PAVEMENT CUT BACK EXISTING PAVEMENT TO A NEAT STRAIGHT LINE (SAW CUT) AS REQUIRED TO REMOVE ANY BROKEN OR CRACKED PAVEMENT AND MATCH NEW TO EXISTING. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR SAW CUTS BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE BID ITEM TO WHICH IT PERTAINS.
- 12. NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. CONTRACTOR MAY OBTAIN MATERIAL FROM ANY ACCEPTABLE SOURCE. ALL MATERIALS PIT ACTION SHALL BE **GOVERNED BY SECTION 106 OF THE STANDARD SPECIFICATIONS.**
- 13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOP AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE CONSTRUCTION GENERAL PERMIT (CGP) OF THE EPA. THE SWPPP SHALL INCLUDE DEVELOPING, PERMITTING, INSTALLING, AND MAINTAINING SWPPP BMP'S AS WELL AS PERMANENT SEEDING WHEN THE PROJECT IS COMPLETED. THE CONTRACTOR SHALL PROVIDE AN ELECTRONIC COPY OF THE SWPPP TO THE OWNER AND SHALL KEEP A COPY OF THE SWPPP ONSITE AT ALL TIMES.
- 14. CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE, AND FEDERAL DUST AND EROSION CONTROL REGULATIONS. THE CONTRACTOR SHALL PREPARE AND OBTAIN ANY NECESSARY DUST OR EROSION CONTROL PERMITS FROM REGULATORY AGENCIES.
- 15. CONTRACTOR SHALL USE WATERING EQUIPMENT FOR DUST POLLUTION ABATEMENT AS REQUIRED OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
- 16. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ITS WORK FROM RAINFALL, STORM DRAINAGE, OR FLOOD SO THAT IT DOES NOT DELAY CONSTRUCTION OR DAMAGE COMPLETED WORK OR DOWNSTREAM PROPERTIES.
- 17. CONTRACTOR SHALL COMPLY WITH SWPPP TO ENSURE ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OR-WAY DOES NOT WASH OFF THE PROJECT SITE.
- 18. HAUL SHALL BE CONSIDERED INCIDENTAL TO THE ITEM TO WHICH IT PERTAINS.
- 19. ALL DATA SHOWN HEREIN CONCERNING EXISTING PRIVATE AND/OR PUBLIC OWNED UTILITIES HAVE BEEN OBTAINED FROM THE OWNERS' RECORDS AND/OR FIELD OBSERVATION. THESE MAY OR MAY NOT BE ACCURATE. CONTRACTOR IS CAUTIONED THAT IT IS RESPONSIBLE FOR THE EXACT LOCATION AND PROTECTION OF ALL LINES DURING CONSTRUCTION.
- 20. CONTRACTOR IS HEREBY ADVISED THAT ANY UTILITY RELOCATION BY THE UTILITY COMPANIES WILL BE DONE CONCURRENTLY WITH CONSTRUCTION. CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH ITS OWN WORK AND SHALL BE REQUIRED TO COORDINATE THE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY COMPANIES. CONTRACTOR SHALL PROTECT AND MAINTAIN IN SERVICE ALL EXISTING UTILITIES. ENGINEER SHALL BE PROMPTLY NOTIFIED OF ANY PROBLEMS OR CONFLICTS THAT ARE ENCOUNTERED. NO CLAIMS FOR DELAYS WILL BE ALLOWED AND CONTRACTOR MUST PROVIDE FOR THESE CONTINGENCIES WHEN BIDDING THE PROJECT.
- 21 CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL WITHIN THE RIGHT OF WAY UNLESS THE EQUIPMENT OR MATERIAL IS PROPERLY SHIELDED. UTILIZING CURRENT SAFETY DESIGN AND INSTALLATION METHODS. THE SAFETY DESIGN FOR SHIELDING SHALL BE PROVIDED BY CONTRACTOR AND MUST BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE IMPLEMENTING. THIS WORK, INCLUDING DESIGN, INSTALLATION, AND REMOVAL OF THE SHIELDING, SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
- 22. CONTRACTOR SHALL BE RESTRICTED TO USE OF A 35 TON NON-VIBRATING ROLLER MAXIMUM TO OBTAIN REQUIRED COMPACTION IN SHOULDERS AND SUBGRADES IN AREAS WHERE THE USE OF HEAVIER EQUIPMENT COULD DAMAGE UNDERGROUND UTILITIES OR OTHER PERMANENT STRUCTURES.
- 23. THERE WILL BE NO MEASUREMENT OR PAYMENT FOR ANY ITEMS OF WORK NOT SPECIFICALLY LISTED IN THE BID PROPOSAL. ALL OTHER ITEMS OF WORK OR MATERIALS SHOWN AS REQUIRED TO COMPLETE THE PROJECT SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OR TO OTHER ITEMS OF WORK.
- 24. NO SEPARATE PAYMENT WILL BE MADE FOR TRAFFIC CONTROL DEVICES. TRAFFIC CONTROL DEVICES SHALL BE INCLUDED WITH TRAFFIC CONTROL MANAGEMENT (BID ITEM NO. 618000). CONTRACTOR SHALL REFERENCE NEW MEXICO DEPARTMENT OF STANDARDS FOR TRAFFIC CONTROL - (SHEETS 702-01-1/5, 2/5, 3/5, 4/5, 5/5 & 702-11-1/2) FOR TEMPORARY SINGLE LANE CLOSURE.
- 25. EXISTING MAIL BOXES WITHIN THE CUT/ FILL GRADING LIMITS SHALL BE RELOCATED TO THE ROW LINE.
- 26. ANY MATERIAL HAUL OFF IS INCIDENTAL TO THE ITEM TO WHICH IT PERTAINS.

ER AND RADIO MEDIA, INFORMED OF ANY LANE CLOSURES WHICH	
S IN ADVANCE. THIS SHALL BE CONSIDERED INCIDENTAL TO	

OWNER LEA COUNTY 100 MAIN ST LOVINGTON, NM 88260 (575) 396-8521 COREY NEEDHAM, PE

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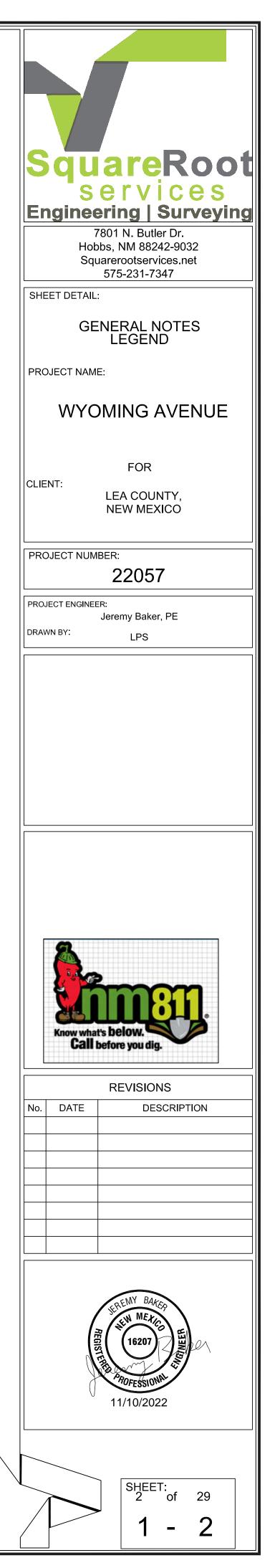
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CONTACTS

CIVIL ENGINEERING SQUARE ROOT SERVICES 7801 N. BUTLER DR. HOBBS, NM 88242 (575) 231-7347 JEREMY BAKER, PE/PS

LEGEND

- **EXISTING POWER POLE**
- PROPOSED SIGNAGE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- CENTERLINE ALIGNMENT
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PAVED DRIVEWAY
- ANNINANANA PROPOSED CULVERT
 - PROPOSED DITCH FLOW LINE DIRECTION
- ------ EXISTING OVERHEAD ELECTRIC
- GAS EXISTING GAS LINE
- FO —— FO —— EXISTING FIBER OPTIC LINE
- EXISTING CULVERT
 - STORM FLOW DIRECTION



SUMMARY OF QUANTITIES

ITEM	DESCRIPTION	UNIT	ESTIMATED	FINAL QUANTITY
NUMBER			QUANTITY	
201000	CLEARING AND GRUBBING	ACRE	6.05	
203000	UNCLASSIFIED EXCAVATION	C.Y.	4271	
207000	SUBGRADE PREPARATION	S.Y.	22734	
303180	8" FLEXIBLE BASE COURSE	S.Y.	18514	
407000	ASPHALT MATERIAL FOR TACK COAT	S.Y.	27699	
409000	AGGREGATE PRIMER	S.Y.	12058	
423270	HMA SP-IV 3" COMPLETE	S.Y.	27699	
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24520	
570018	18" CULVERT PIPE	L.F.	32	
570150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160	
602010	RIPRAP CLASS B	C.Y.	45	
603220	CHECK DAM TYPE I	L.F.	282	
603281	SWIPP PLAN PREPARATION AND MAINTENANCE	LS	1	
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	
621000	MOBILIZATION	LS	1	
632000	CLASS A SEEDING	ACRE	4.2	
701000	PANELSIGNS	S.F.	44	
701100	STEEL POST AND BASE POST FOR ALUMINIUM PANEL SIGNS	L.F.	160	
703002	OBJECT MARKER TYPE 2	EACH	34	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID YELLOW)	L.F.	11050	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID WHITE)	L.F.	22950	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (BROKEN YELLOW)	L.F.	6000	
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	
802000	POST CONSTRUCTION PLANS	LS	1	

INDEX OF SHEETS

DESCRIPTION SHEET NO. SECTIO COVER SHEET AND VICINITY MAP 1 - 1 **GENERAL NOTES** 1 - 2 SUMMARY OF QUANTITIES AND INDEX OF S 1-3 SCHEDULE OF QUANTITIES 1 - 4 HORIZONTAL ALIGNMENT CONTROL 1-5 SECTIO 2 - 1 **ROADWAY SECTIONS** 2 - 2 DETAILS STREET CROSS SECTIONS 1+00 - 6+00 2 - 3 2 - 4 STREET CROSS SECTIONS 7+00 - 12+00 2 - 5 STREET CROSS SECTIONS 13+00 - 18+00 STREET CROSS SECTIONS 18+00 - 24+00 2 - 6 2 - 7 STREET CROSS SECTIONS 25+00 - 26+25 2 - 8 STREET CROSS SECTIONS 26+25 - 28+00 2 - 9 STREET CROSS SECTIONS 29+00 - 34+00 2 - 10 STREET CROSS SECTIONS 35+00 - 42+00 2 - 11 STREET CROSS SECTIONS 43+00 - 48+00 2 - 12 STREET CROSS SECTIONS 49+00 - 54+00 2 - 13 STREET CROSS SECTIONS 55+00 - 58+28 SWIPP INFROMATION REVEGETATION/EROS 2 - 15 2 - 16 TEMPORARY EROSION AND SEDIMENT CON TEMPORARY EROSION AND SEDIMENT CON 2 - 17 SECTION PLAN AND PROFILE STA. 0+00 TO 13+00 3 - 1 3 - 2 PLAN AND PROFILE STA. 13+00 TO 26+50 3 - 3 PLAN AND PROFILE STA. 26+50 TO 38+00 PLAN AND PROFILE STA. 38+00 TO 48+50 3 - 4 3 - 5 PLAN AND PROFILE STA. 48+50 TO 58+29 SECTION SECTIO SECTION TRAFFIC CONTROL - REFEREN SECTION PERMANENT SIGNING AND STRIPING NOTES 7 - 1 PERMANENT SIGNING AND STRIPING NOTES 7 - 2 PERMANENT SIGNING AND STRIPING NOTES 7 - 3 SECTION SECTION SECTION SECTION

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Squ	areRoot
Engine	Services ering Surveying 7801 N. Butler Dr.
	pbbs, NM 88242-9032 quarerootservices.net 575-231-7347
SHEET DETA	IL:
SUMM AN	ARY OF QUANTITIES D INDEX SHEETS
PROJECT NA	ME:
WY	OMING AVENUE
CLIENT:	FOR
	LEA COUNTY, NEW MEXICO
PROJECT NU	MBER: 22057
PROJECT ENGIN	EER: Jeremy Baker, PE
DRAWN BY:	LPS
	REVISIONS
No. DATE	DESCRIPTION
	RENT BAKES RENT BAKES 16207 HEALES
	SHEET: 3 of 29 1 - 3

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	ITEM No.						ITEM No.		ITEM No. 207000 303180			423270			#	#	408100			499000	
SURFACING SCHEDULE					6" SUBGRADE PREPARATION		8" FLEX BASE COURSE		PAVEMENT HMA SP-IV 3"		70-22 PG ASPHALT MAT'L 6.40%	HYD-RATED LIME 1.00%	PRIME COAT MATERIAL		SINGLE PENETRATION 3/8" CHIPSEAL						
	TYPICAL	TRANSITION		LENGTH	WIDTH	AVG.	AREA	AVG.	DEPTH	AREA	AVG.WIDTH	DEPTH	AREA	WT.	WT.	AVG.	AREA	AVG.	DEPTH	AREA	
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Ν	/IAJOR ROADWAY																				
1+00.00 - 30+76.00	TYPICAL-A		WYOMING AVE.	2976	36	27.66	9146	21.83	6	7218	37.25	3	12317	131	21	38.5	12731	36	3/8	11904	
30+76.00 - 32+51.00	FULL-RECONST		WYOMING AVE.	175	36	47.66	927	41.83	6	813	37.25	3	724	8	1	38.5	749	36	3/8	700	
32+51.00 - 47+15.00	TYPICAL-A		WYOMING AVE.	1464	36	27.66	4499	21.83	6	3551	37.25	3	6059	65	10	38.5	6263	36	3/8	5856	
47+15.00 - 49+92.00	FULL-RECONST		WYOMING AVE.	277	36	47.66	1467	41.83	6	1287	37.25	3	1146	12	2	38.5	1185	36	3/8	1108	
49+92.00 - 58+29.00	TYPICAL-A		WYOMING AVE.	837	36	27.66	2572	21.83	6	2030	37.25	3	3464	37	6	38.5	3581	36	3/8	3348	
ALL DRIVEWAYS	TYPICAL		WYOMING AVE.				2635			2402			2175								
			PROJECT TOTAL	_			21247			17302			25887	253	40		24507			2291	
			PROJECT USE				22734			18514			27699	271	42		26223			2452	

PAVED DRIVEWAYS

	PROJECT U	SE	2700			19700
	TOTAL	•	2635.23	2401.75	2276.98	19575
56+04.52	18' RT	PAVED DRIVEWAY	119.89			925
54+64.17	18' LT	PAVED DRIVEWAY	32	28		216
48+99.86	18' RT	PAVED DRIVEWAY	76.04			560
44+01.15	18' RT	PAVED DRIVEWAY	49.62			335
41+29.22	18' RT	PAVED DRIVEWAY	64.5			475
37+18.81	18' RT	PAVED DRIVEWAY	50.95			344
34+82.77	18' RT	PAVED DRIVEWAY	63.14			465
32+13.12	18' RT	PAVED DRIVEWAY	71.28			525
31+50.49	18' RT	PAVED DRIVEWAY	72.77	66.16		536
29+01.48	18' RT	PAVED DRIVEWAY	78.2	71.1		576
26+50.00	18' RT	PAVED DRIVEWAY	143.25			1055
26+39.15	18' RT	PAVED DRIVEWAY	200.95			1480
25+39.62	18' RT	PAVED DRIVEWAY	54.72	49.75		403
24+43.21	18' RT	PAVED DRIVEWAY	54.72	49.75		403
24+42.52	18' LT	PAVED DRIVEWAY	95.45			703
22+34.60	18' LT	PAVED DRIVEWAY	95.45			703
20+11.10	18' LT	PAVED DRIVEWAY	95.45	86.78		703
19+33.93	18' LT	PAVED DRIVEWAY	95.45			703
15+65.56	18'LT	PAVED DRIVEWAY	107.52	98.93		813
14+21.83	18' LT	PAVED DRIVEWAY	122.1	111.1	106.4	923
13+21.82	18 LT	PAVED DRIVEWAY	53.56			405
11+53.55	18' LT	PAVED DRIVEWAY	122.1	111.1	106.4	923
9+47.75	18 LT 18' RT	PAVED DRIVEWAY	71	62.94		523
8+18.41 9+47.75	18' LT	PAVED DRIVEWAY	107.52 107.52			813
6+56.74	18' LT 18' LT	PAVED DRIVEWAY PAVED DRIVEWAY	107.52			813 813
5+85.62	18' RT	PAVED DRIVEWAY	107.52			813
5+34.08	18' LT	PAVED DRIVEWAY	107.52			813
4+33.20	18' LT	PAVED DRIVEWAY	107.52			813
STATION	OFFSET	REMARKS			409000-AGGREGATE PRIMER (S.Y.)	AREA SQ FT

570150 - 21" SX15" R (NOMINAL) CULVERT PIPE ARCH

STATION	OFFSET	ТО	STATION	OFFSET	L.F.
22+75.00	26 LT		22+75.00	26 RT	52
43+75.20	26 LT		43+75.20	26 RT	52
43+79.20	26 LT		43+79.20	26 RT	52
	156				
	160				

STATION	OFFSET	ТО	STATION	OFFSET	L.F.
43+85.00	26 RT		44+15.00	26 RT	30
TOTAL				30	
PROJECT USE					32

STATION	OFFSET	ТО	STATION	OFFSET	L.F.
6+36.00	26 LT		6+77.00	25 LT	40
22+18.00	26 LT		22+51.00	26 FT	33
		TOT	AL		73
PROJECT USE					75

SURFACING SCHEDULE

					601110	
REMOVAL OF SURFACING SCHEDULE			REMOVALOF	REMARKS		
					SURFACING	
STATION TO	LANE	LOC.	LENGTH	AVG WIDTH	AREA	
STATION			FT.	FT.	SQ.YD.	
30+76.00 - 32+51.00	WB/EB	LT/RT	175	22	427.78	
47+15.00 - 49+92.00	WB/EB	LT/RT	277	22	677.11	
				PROJECT TOTAL	1104.89	
				PROJECT USE	1150	

LUN	/IP SUM ITEMS		
ITEM NO.	DESCRIPTION	UNIT	CATEGORY
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. ENG.
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	CONSTR. ENG.
802000	POST CONSTRUCTION PLANS	L.S.	CONSTR. ENG.

<u>570018 - 18" CULVERT PIPE</u>

5709500 - REINSTALLING CULVERT PIPE

NOTE:

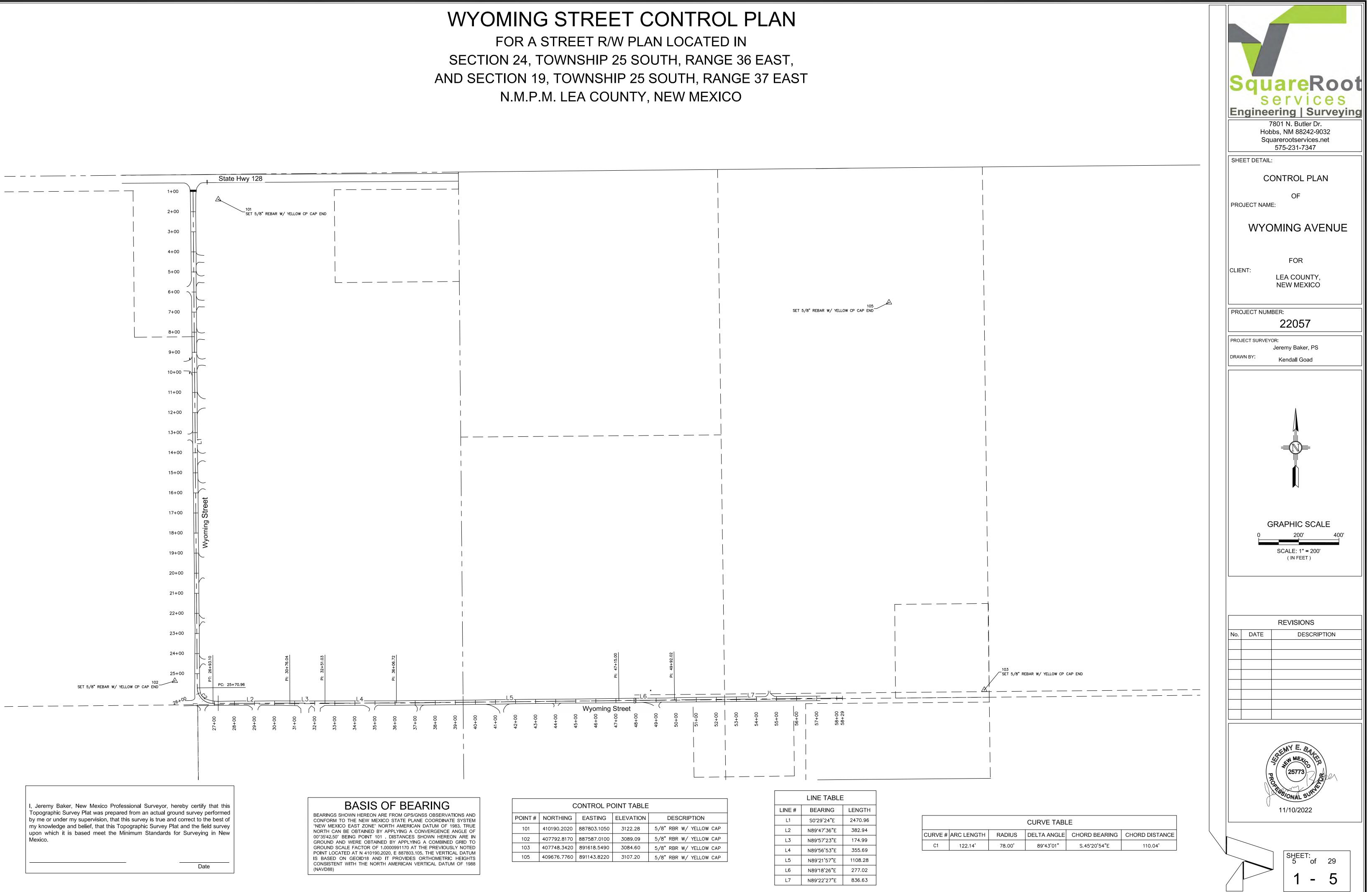
- 1. EMBANKMENT WILL BE PAID FOR UNDER ITEM 203000 UNCLASSIFIED EXCAVATION.
- 2. NO PAYMENT WILL BE MADE FOR DOUBLE HANDLING FOR EXCESS MATERIAL USED AS EMBANKMENT.
- 3. EMBANKMENT SHALL BE MEASURED, AND BORROW SHALL BE MEASURED AND PAID BY THE FINAL COMPACTED IN PLACE VOLUME THEREFORE NO SHRINAKGE QUANTITY WILL BE MEASURED OR PAID.
- 4. REFER TO TRAFFIC CONTROL FOR PROJECT PHASING.
- 5. CONTRACTOR SHALL CROSS-SECTION AFTER REMOVAL OF SURFACING. CROSS-SECTIONING OF ROADWAY SHALL BE INCIDENTAL TO REMOVAL OF SURFACING.

601110 - REMOVAL OF SURFACE

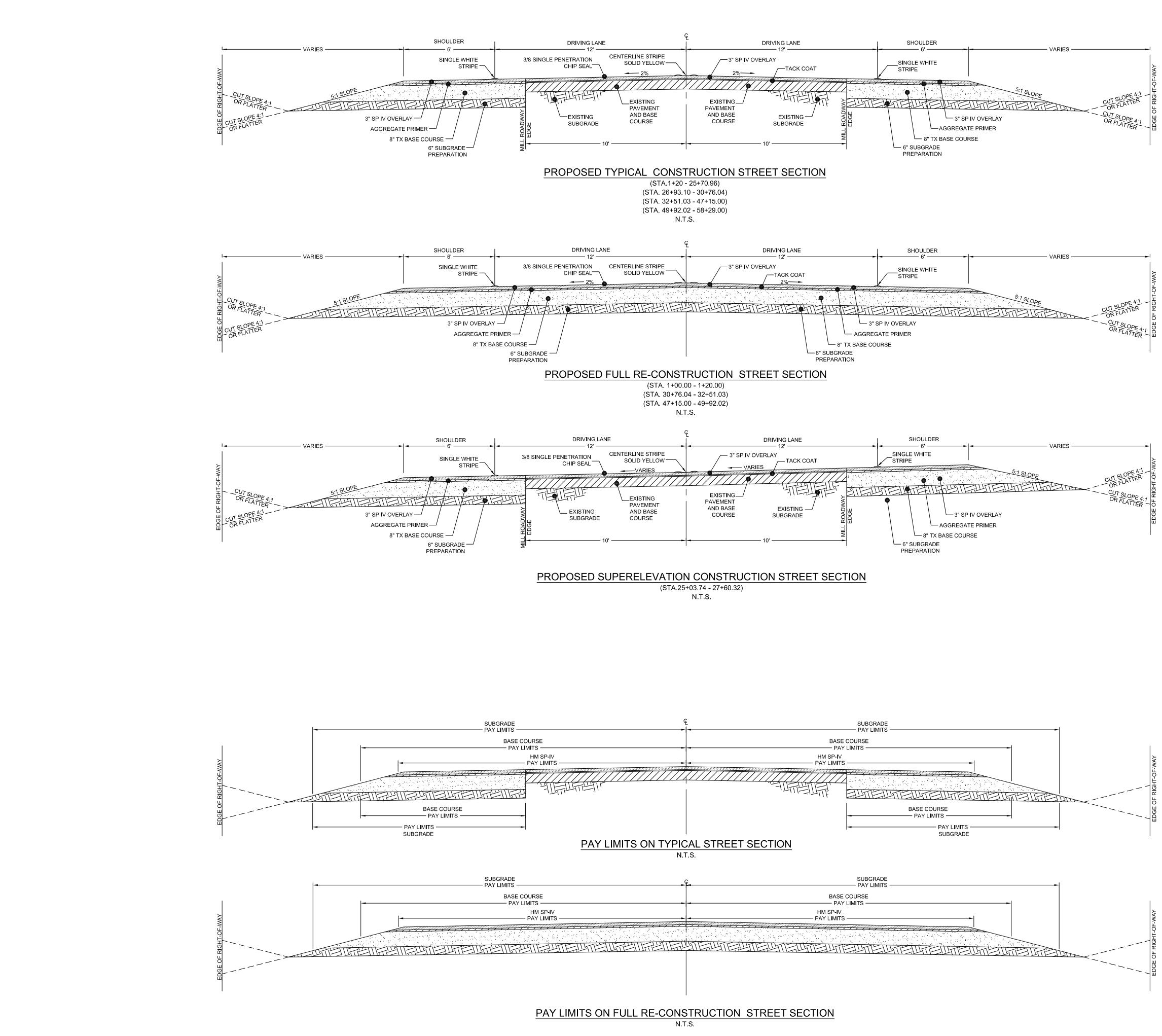
LUMP SUM ITEMS

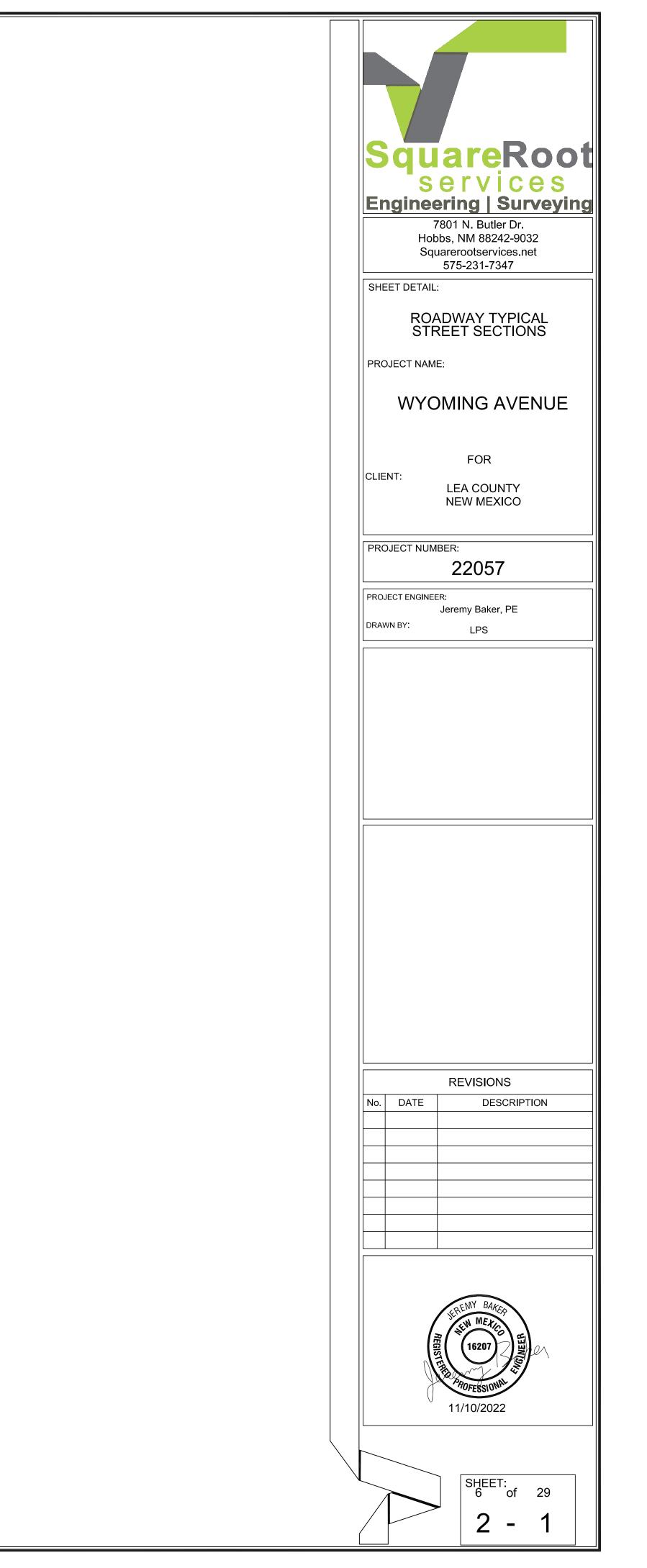
SquareRoos SquareRoos Services Engineering Surveying R801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347 SHEET DETAIL: SCHEDULE OF QUANTITIES	
WYOMING AVENUE	
FOR CLIENT: LEA COUNTY, NEW MEXICO	
PROJECT NUMBER: 22057	
PROJECT SURVEYOR: Jeremy Baker, PE	
DRAWN BY: LPS	
GRAPHIC SCALE 0 10' 20' SCALE: 1" = 10' (IN FEET)	
REVISIONS	
No. DATE DESCRIPTION	
RENY BARES HERENY BARES 16207 HERENY BARES 16207 HERENY BARES 16207 HERENY BARES HERENY HEREN	
SHEET: 4 of 29	
1 - 4	

SECTION 24, TOWNSHIP 25 SOUTH, RANGE 36 EAST, N.M.P.M. LEA COUNTY, NEW MEXICO

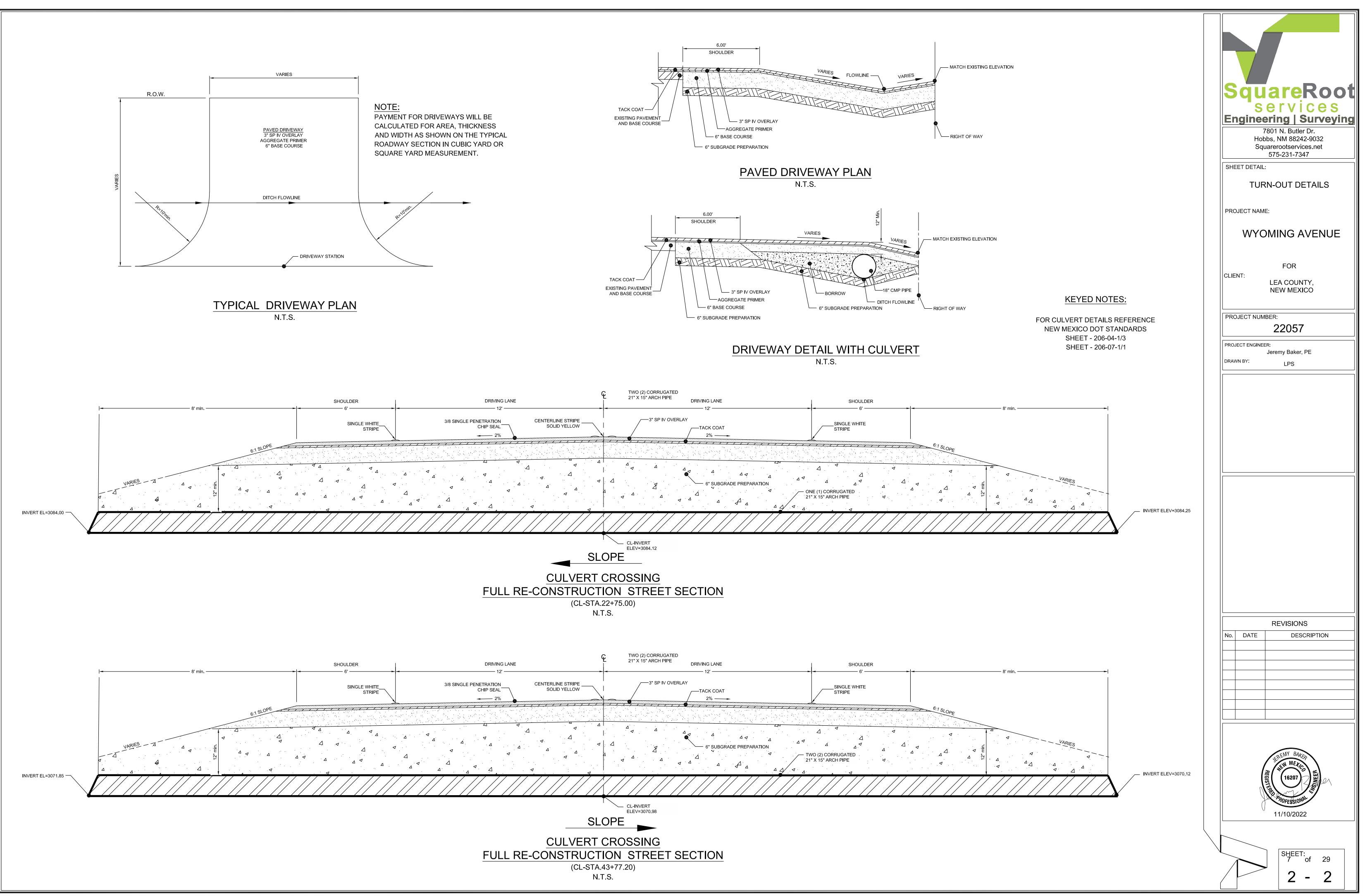


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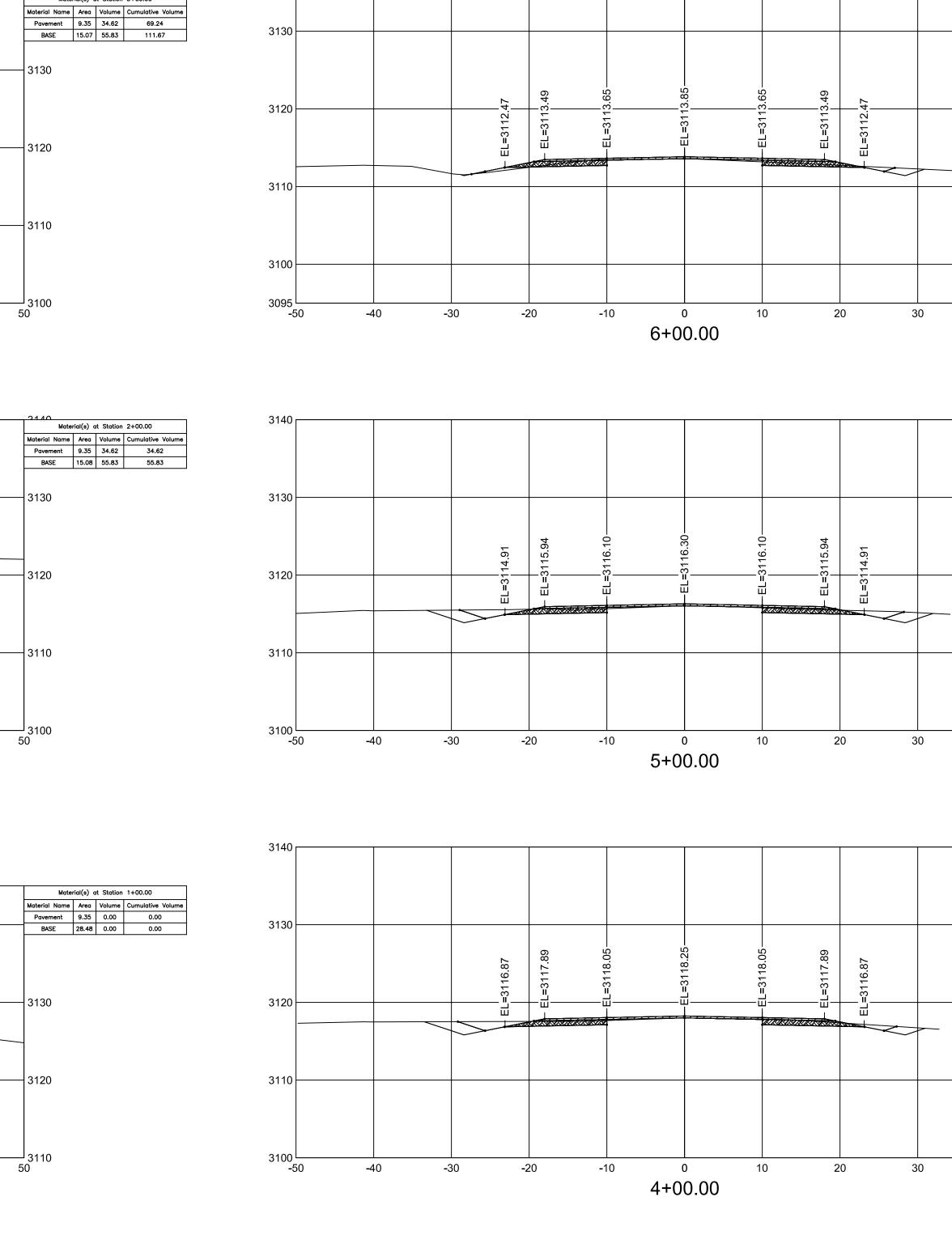


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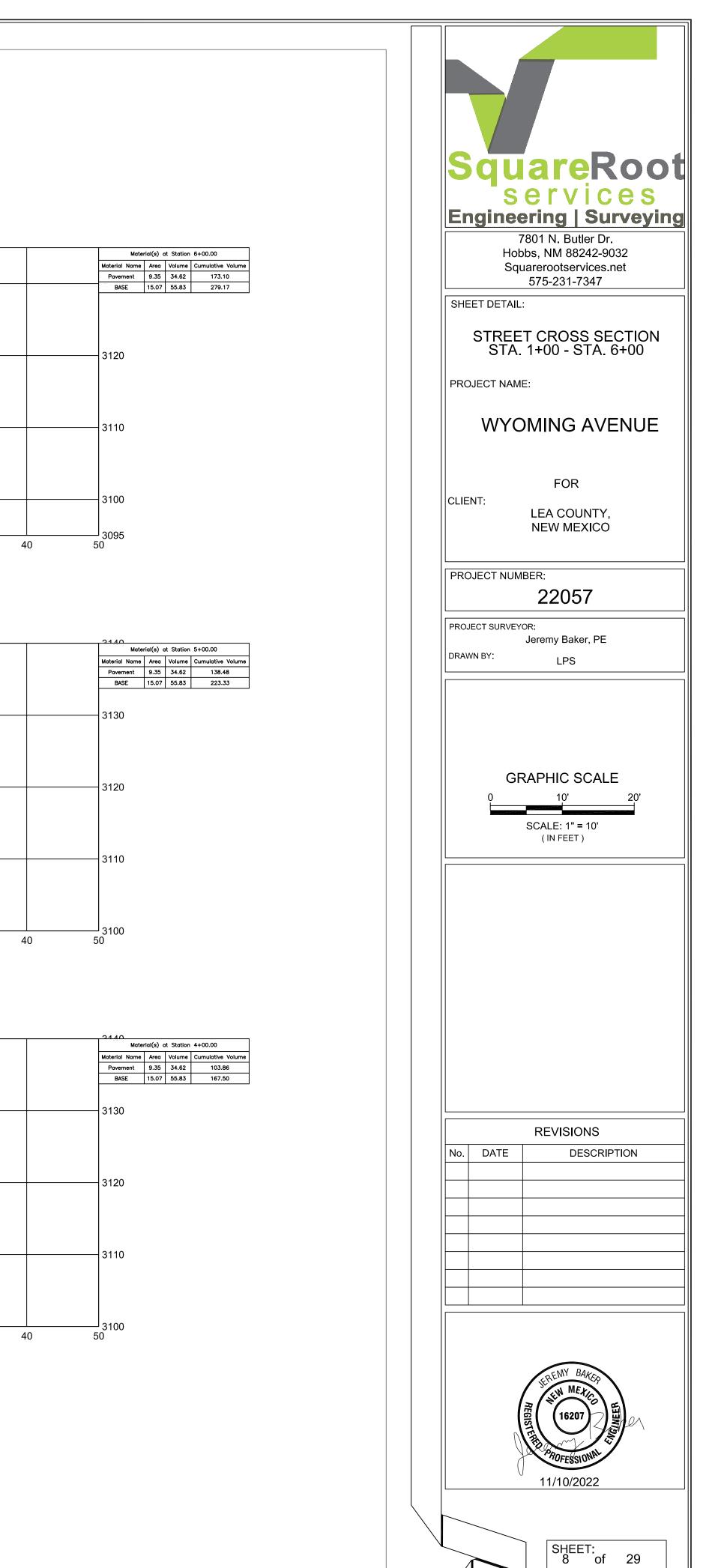
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3140 г 3130 2 2 19.00 =3. . 3120 3110 3100 └── -50 -40 -30 -20 -10 0 10 20 30 40 3+00.00 3140 – 2 3130 22 121 က္ Ϋ́ 山 Ш KIKINI MAKKUMA -3120 3110 3100 └── -50 -40 -30 -20 10 20 30 40 -10 0 2+00.00 3140 32 3130 3120 3110└─ -50 -40 -30 -20 -10 10 20 30 40 0 1+00.00



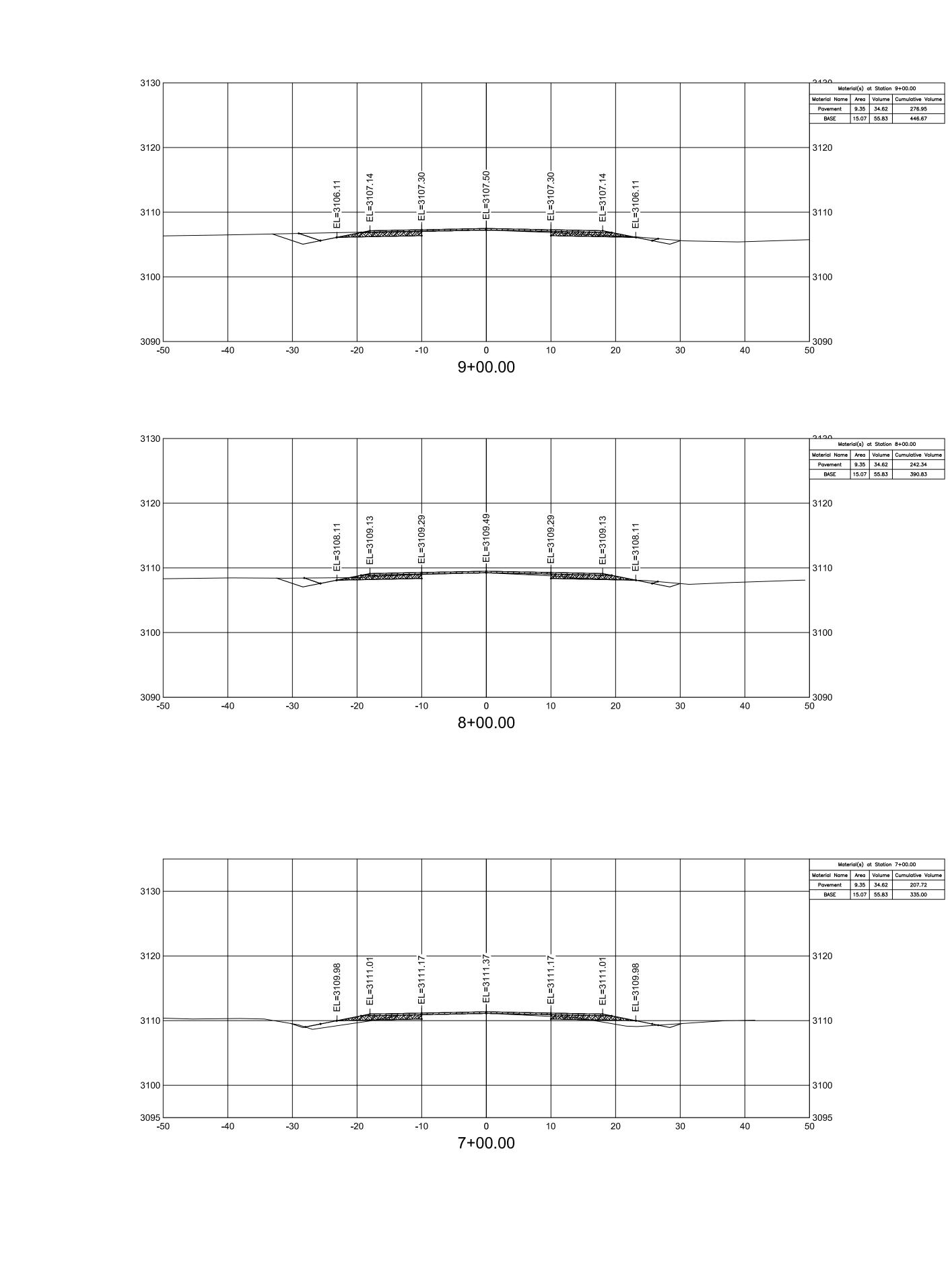
Material(s) at Station 3+00.00

3130



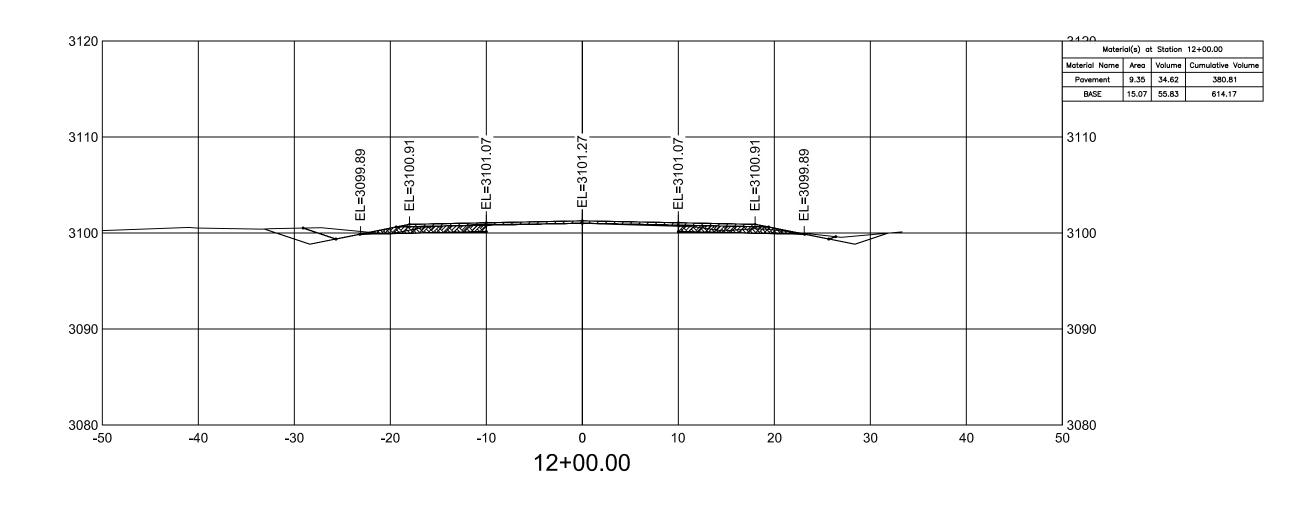
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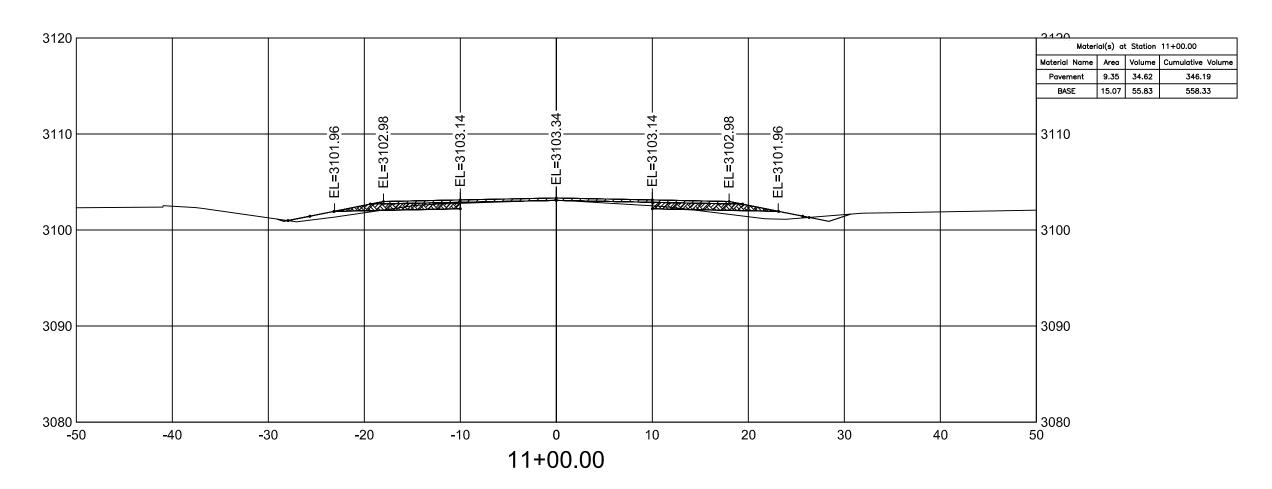
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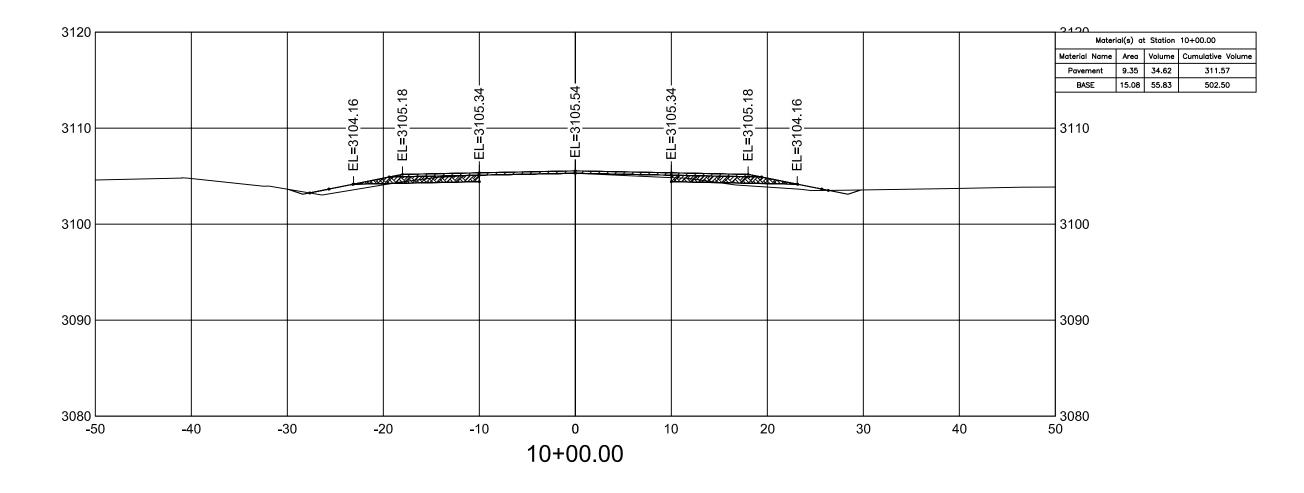


		2120			
		Mater	rial(s) c	it Station	9+00.00
		Material Name	Area	Volume	Cumulative Volume
		Pavement	9.35	34.62	276.95
		BASE	15.07	55.83	446.67
		3120			
		3110			
		3100			
4	.0 5	3090 0			

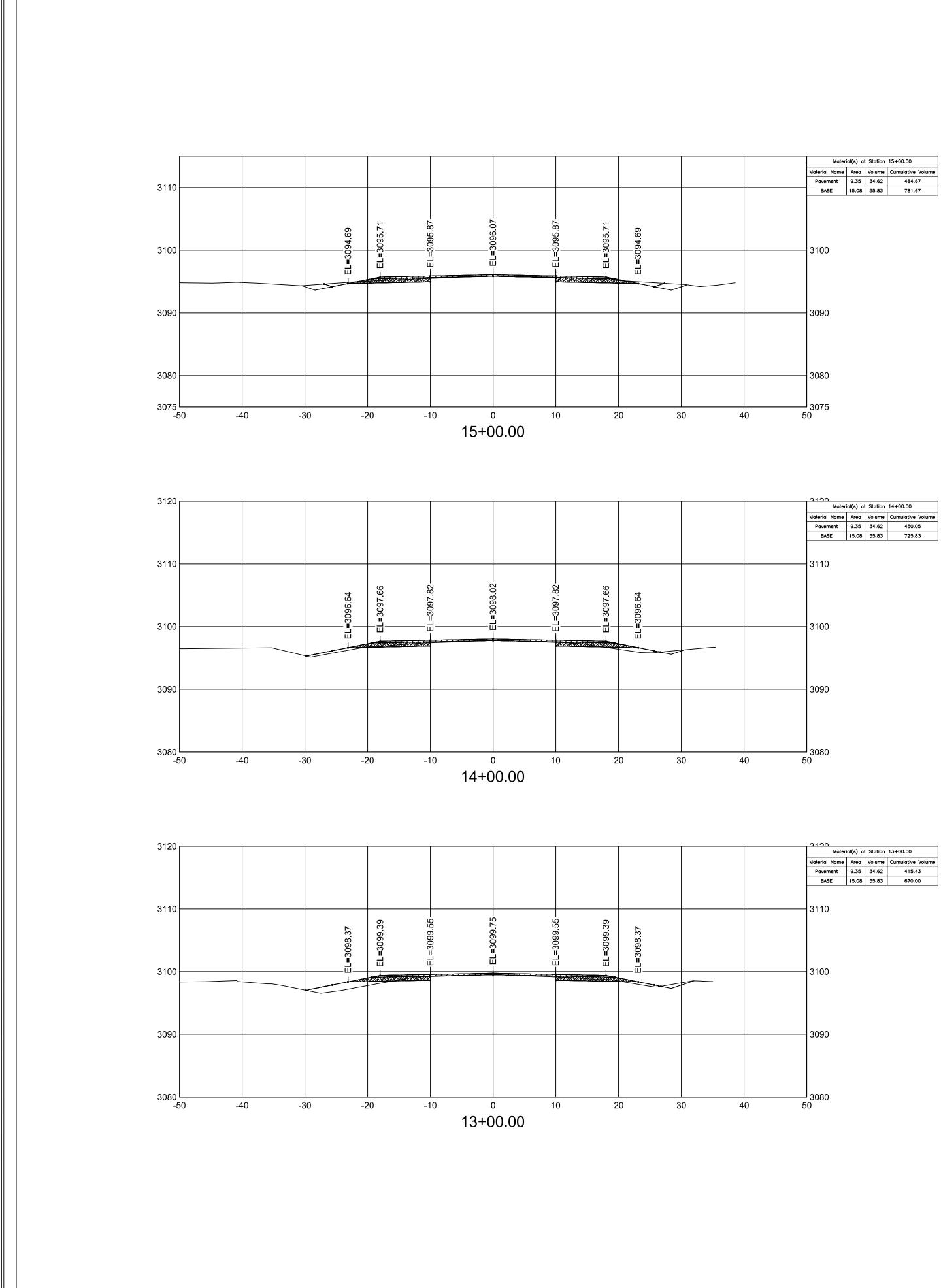
		2120 Mater	rial(s) c	it Station	8+00.00
		Material Name	Area	Volume	Cumulative Volume
		Pavement	9.35	34.62	242.34
		BASE	15.07	55.83	390.83
		3120			
		3110			
		3100			
4	0 5	1 3090 10			





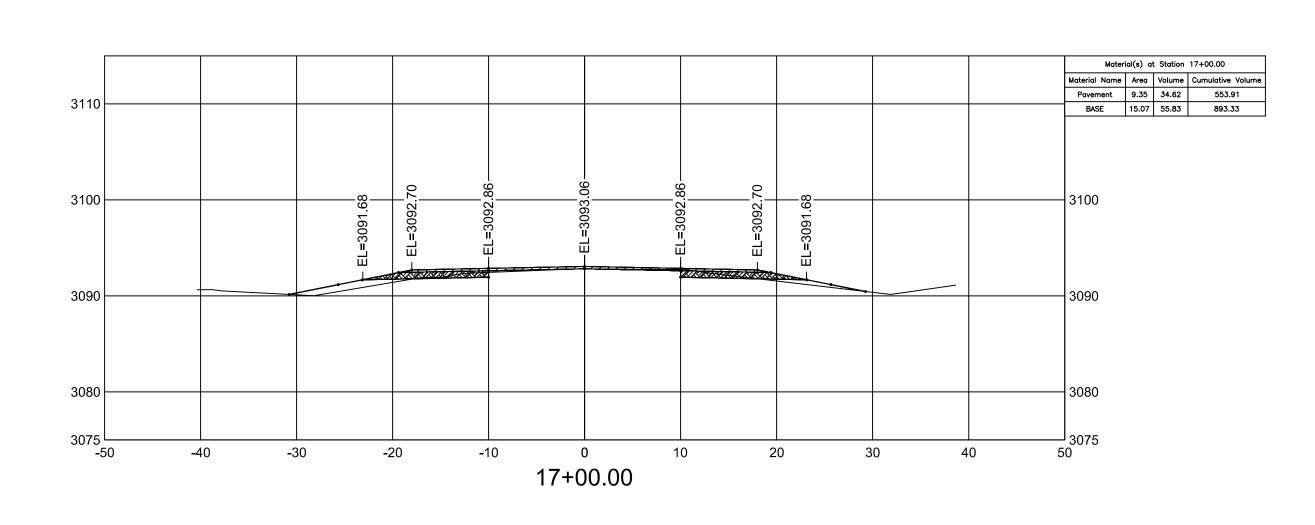


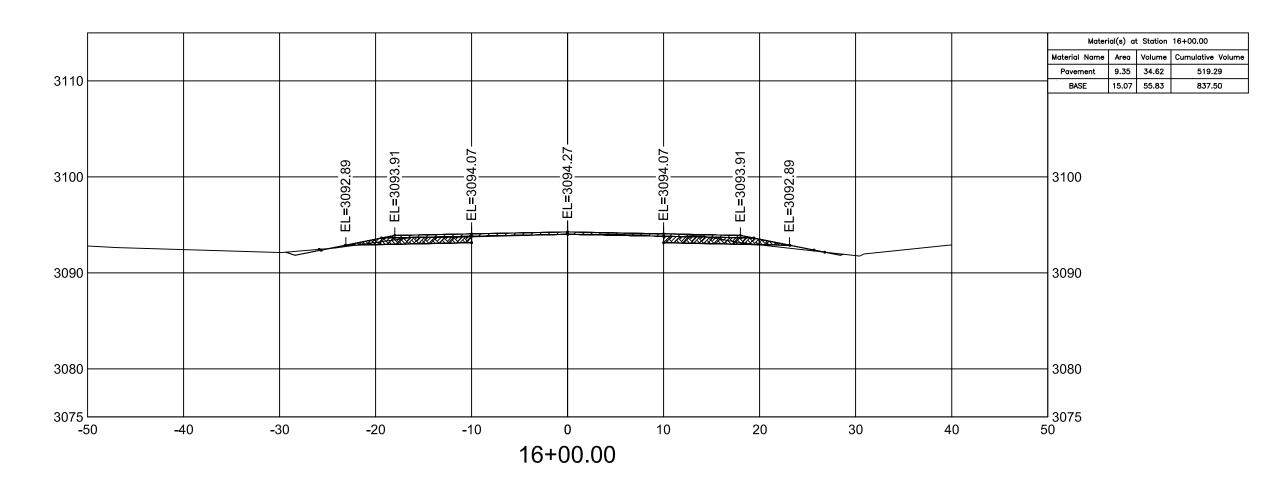
SquareRoo services Engineering Surveying	
7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347	
SHEET DETAIL:	
STREET CROSS SECTION STA. 7+00 - STA. 12+00	
PROJECT NAME:	
WYOMING AVENUE	
FOR	
CLIENT: LEA COUNTY, NEW MEXICO	
PROJECT NUMBER:	
22057	
PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS	
GRAPHIC SCALE	
0 10' 20'	
SCALE: 1" = 10' (IN FEET)	
REVISIONS No. DATE DESCRIPTION	
RENY BAKES RENY BAKES 16207 HERE BAKES 16207 HERE BAKES 16207 HERE BAKES HERE HERE BAKES HERE HERE HERE HERE HERE HERE HERE HE	
SHFFT.	
SHEET: 9 of 29 2 - 4	

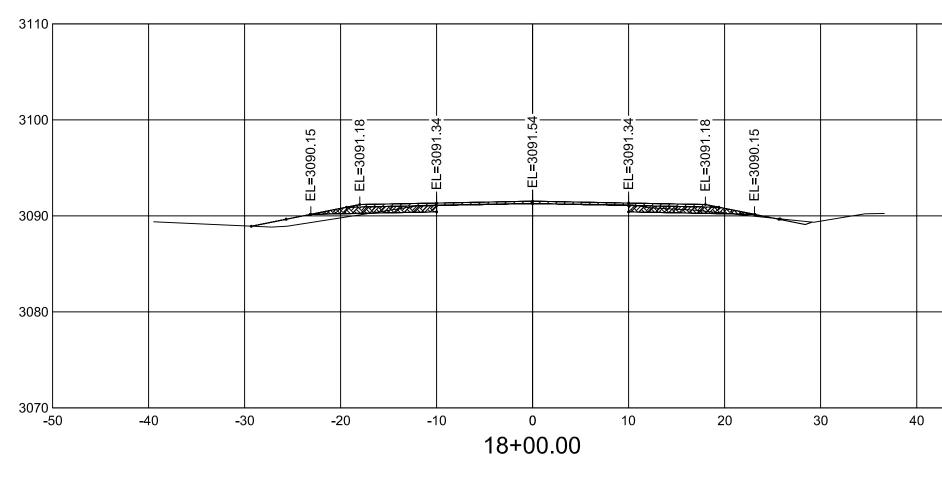


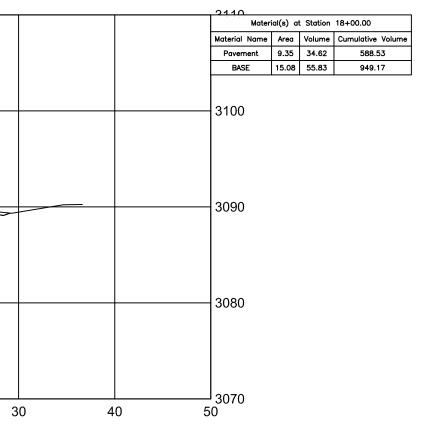
		Mater	ial(s) a	t Station	15+00.00
		Material Name	Area	Volume	Cumulative Volume
		Pavement	9.35	34.62	484.67
		BASE	15.08	55.83	781.67
		3100			
_					
-					
		2000			
		3090			
		3080			
		3075			
4	0 5	0			

Mater	ial(s) a	t Station	14+00.00	
Material Name	Area	Volume	Cumulative	Volume
Pavement	9.35	34.62	450.0)5
BASE	15.08	55.83	725.8	3
- 3110				
- 3100				
- 3090				
3080				

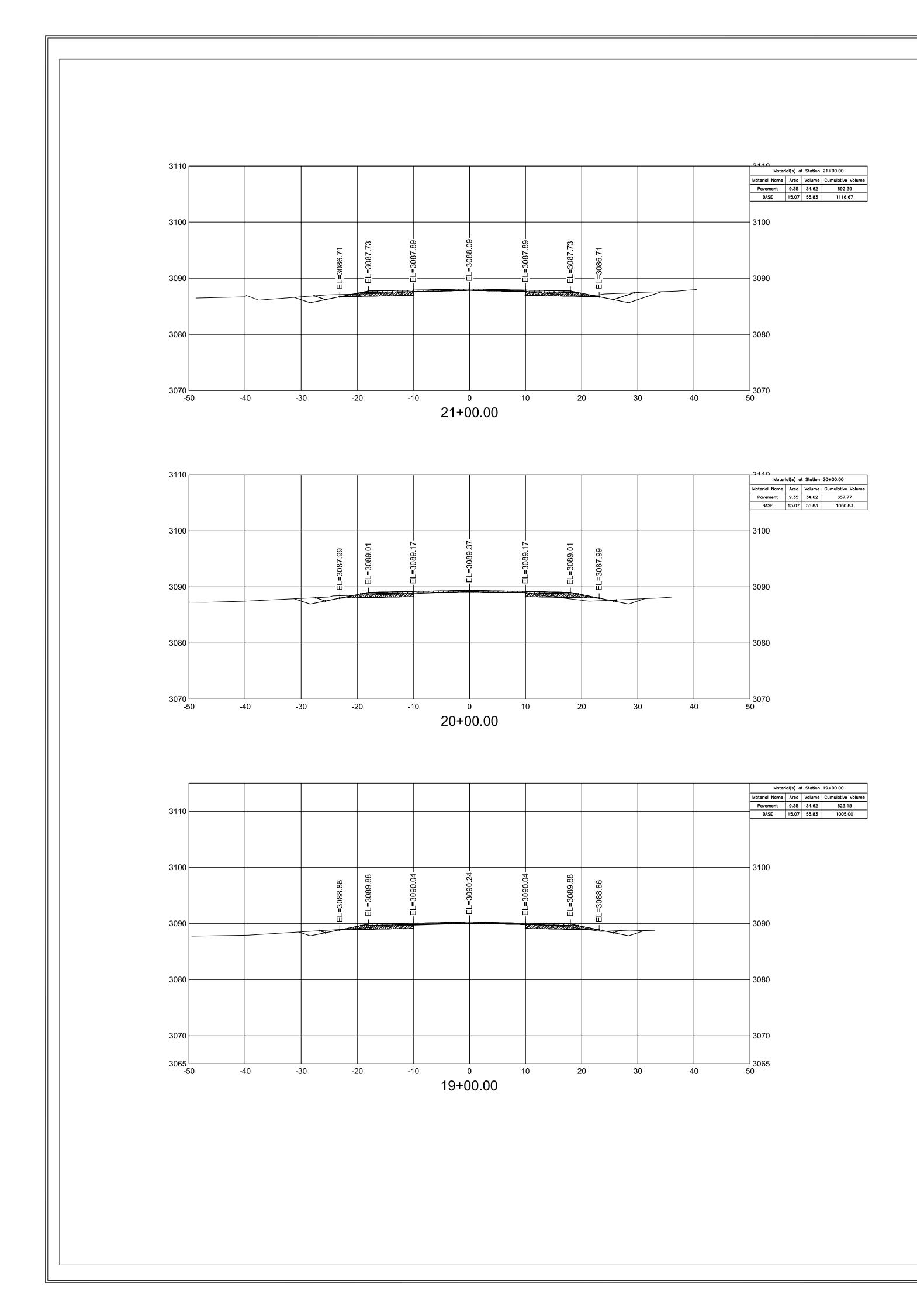


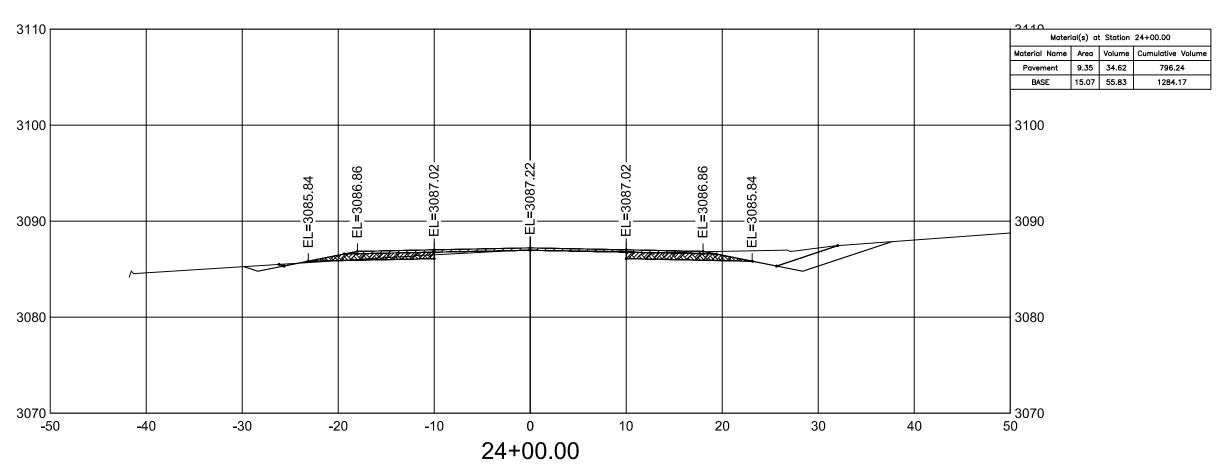


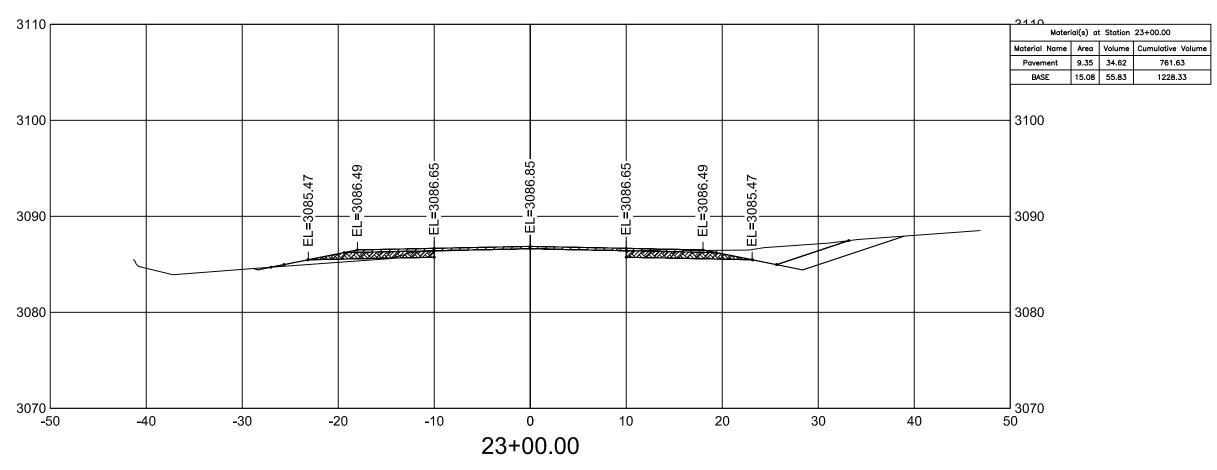


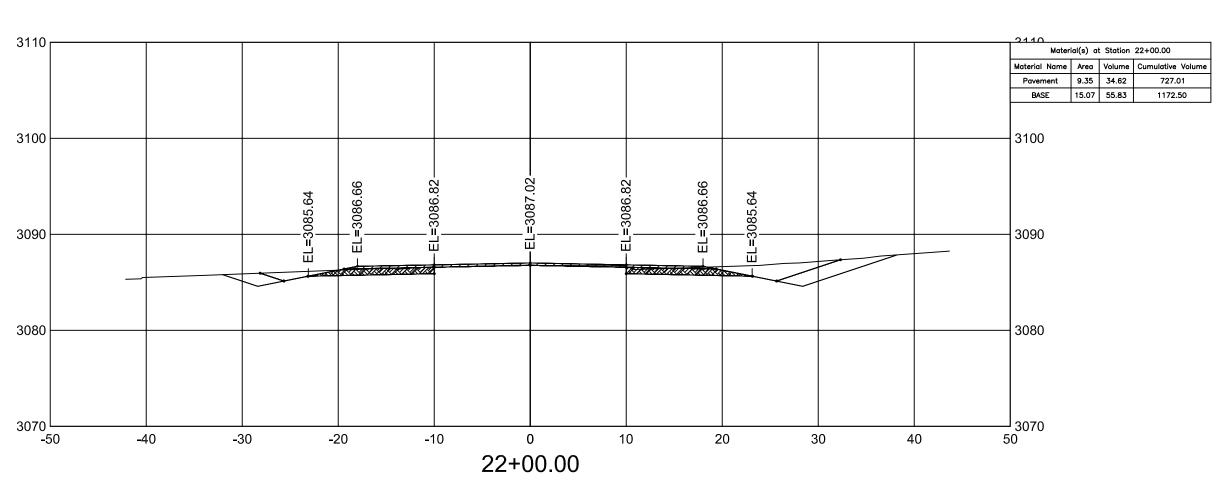


SHE	rgineer 780 Hobbs Squar 51 EET DETAIL: STREET STA. 13-	Arer rvic ing Sur 1 N. Butler Dr. NM 88242-903 prootservices.nd 75-231-7347 CROSS SEC +00 - STA. 1	veying ³² et CTION
	VVYOIV	ING AVE	NUE
CLIE	L	FOR EA COUNTY, IEW MEXICO	
PRO	DJECT NUMBEI	ء: 22057	
	JECT SURVEYOR:	remy Baker, PE LPS	
	0	PHIC SCALE 10' ALE: 1" = 10' (IN FEET)	20'
		REVISIONS	
No.	DATE		
	REGISTER	RENY BARES	201
		SHEET: 10 of 2 -	²⁹ 5

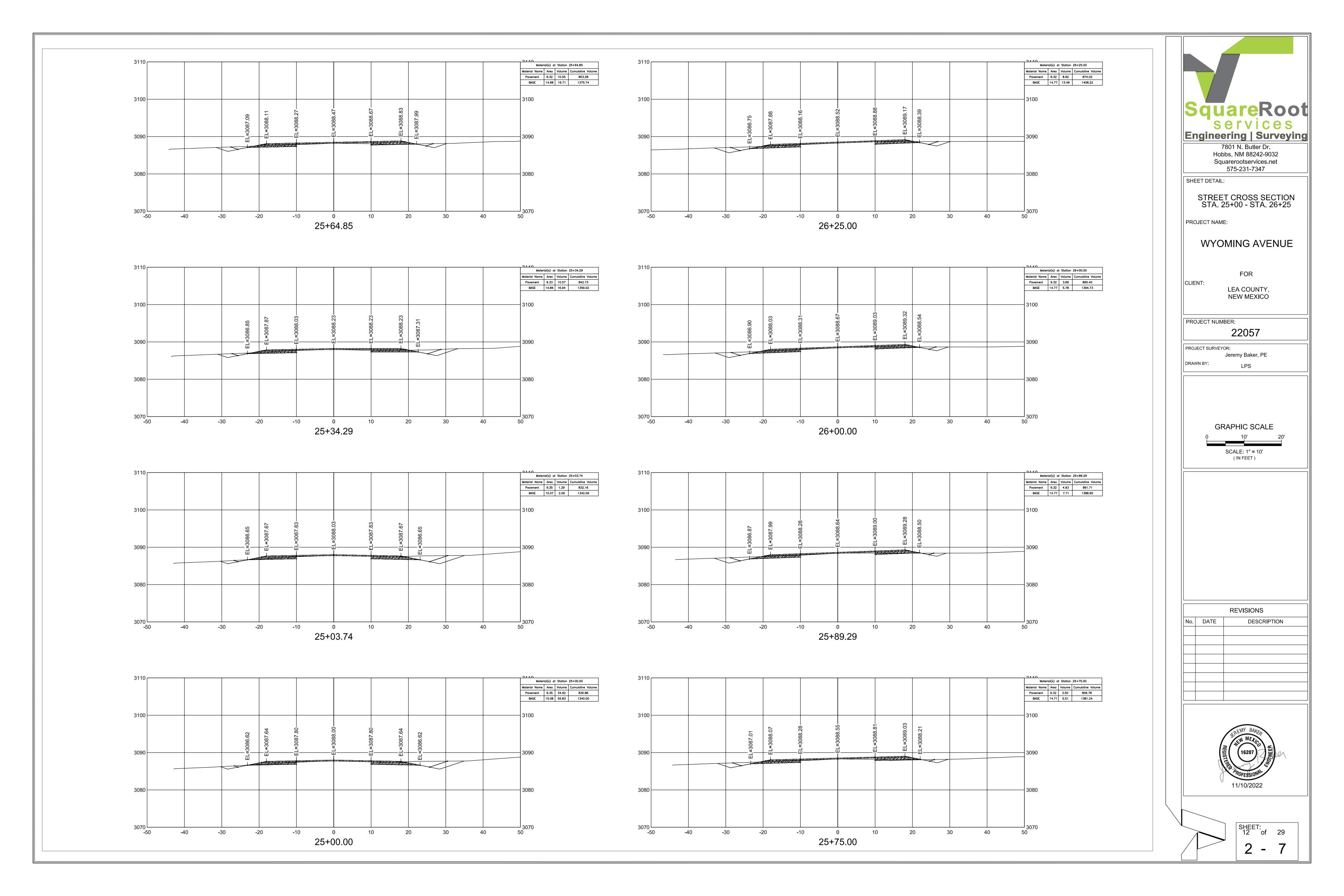


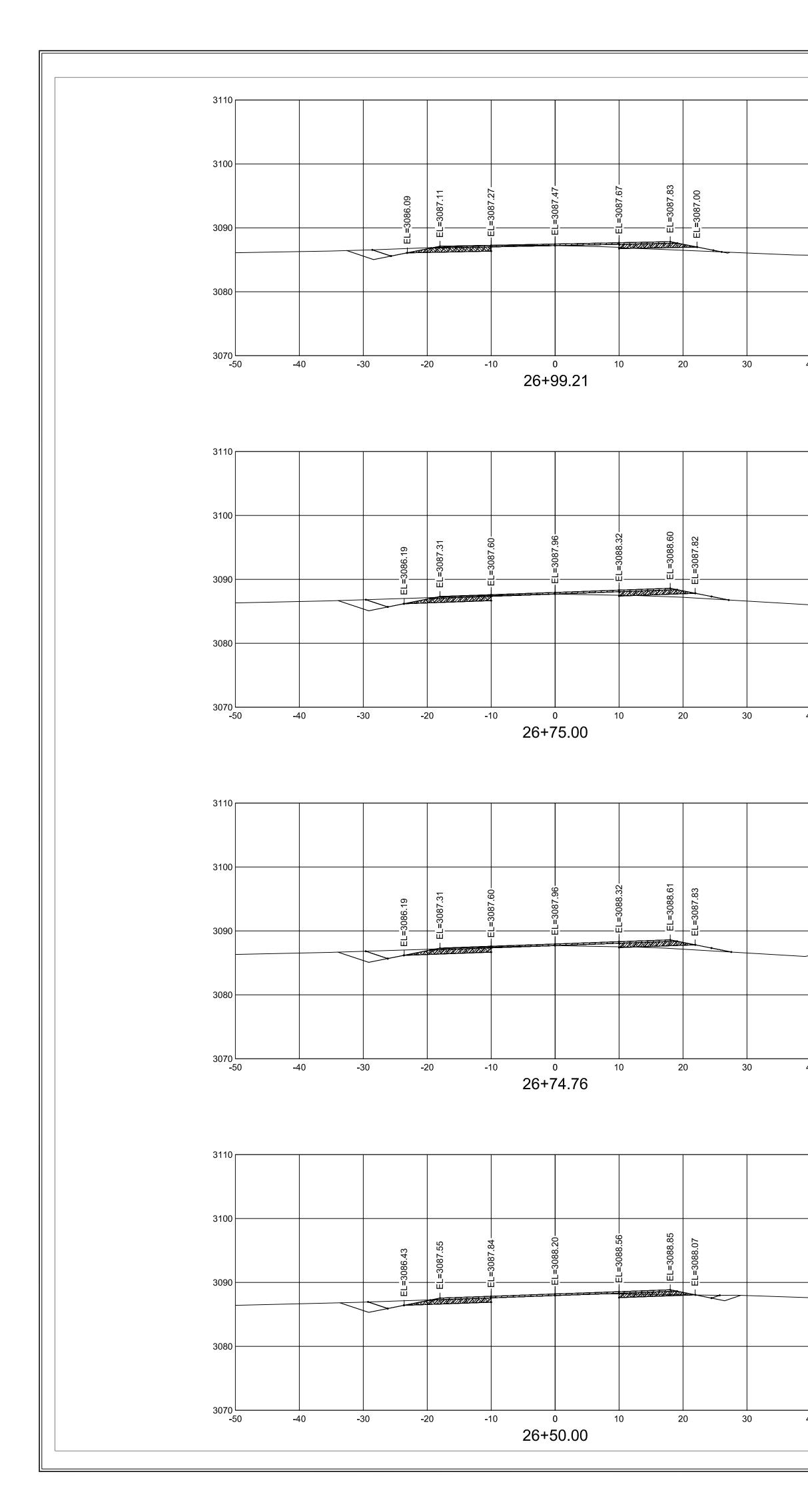


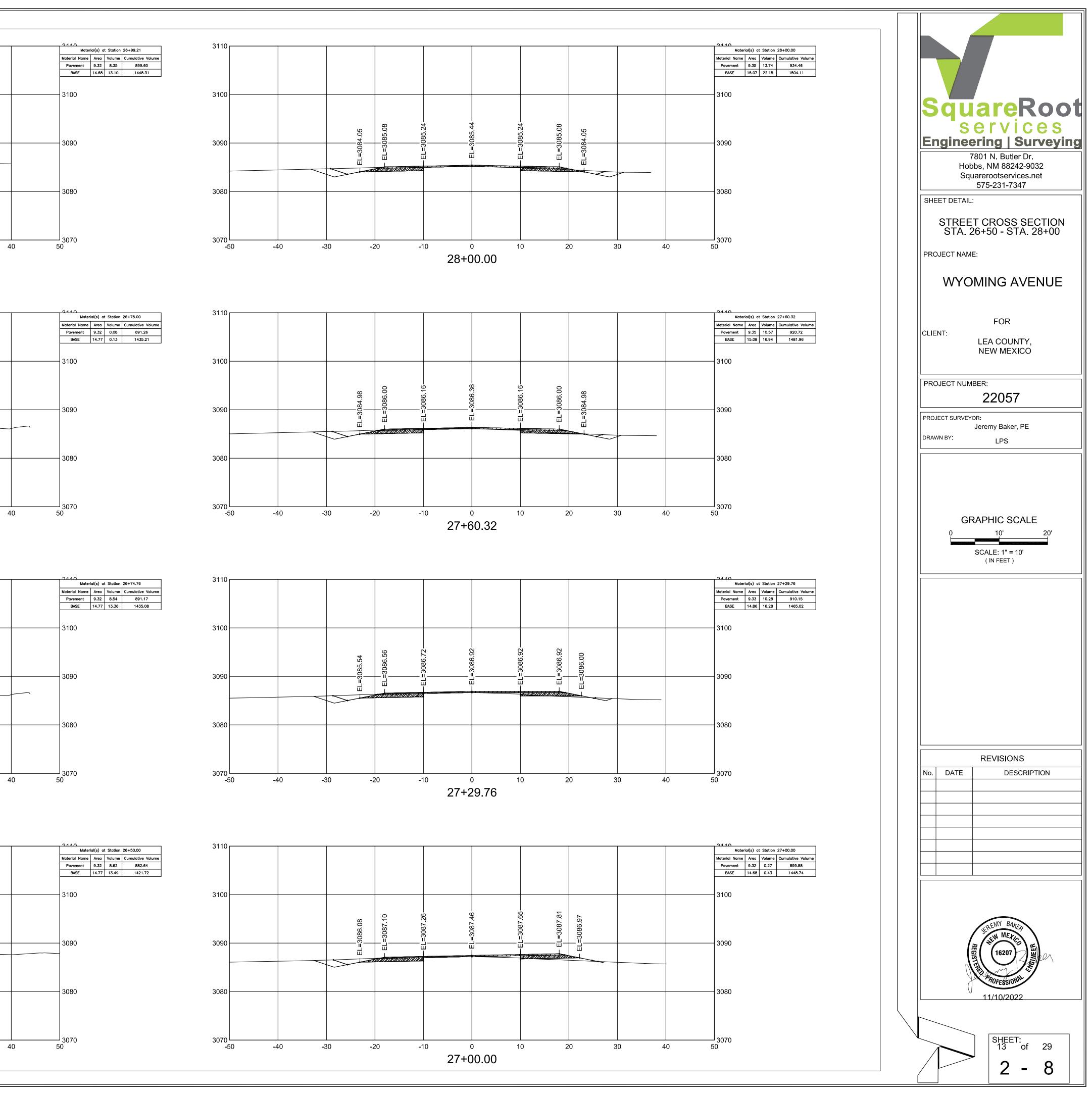


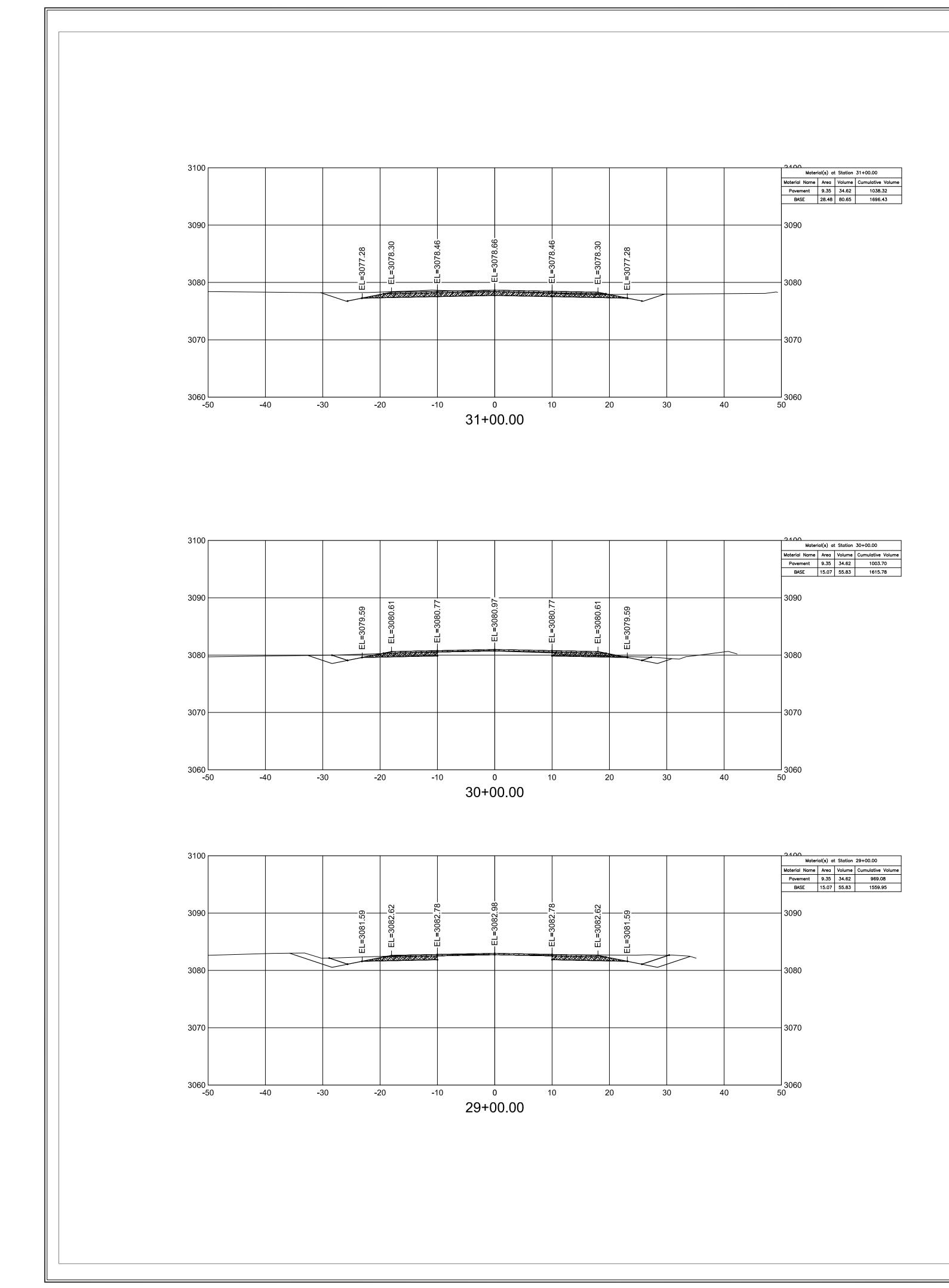


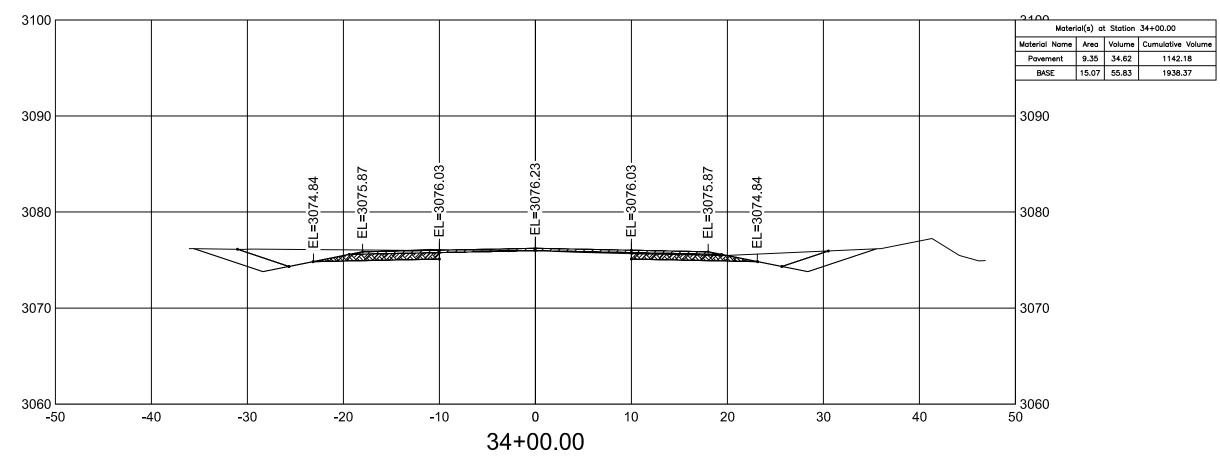
A second state of the seco
FOR CLIENT: LEA COUNTY, NEW MEXICO
PROJECT NUMBER: 22057
PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS
REVISIONS
No. DATE DESCRIPTION
REAL BAREAS
SHEET: 11 of 29 2 - 6

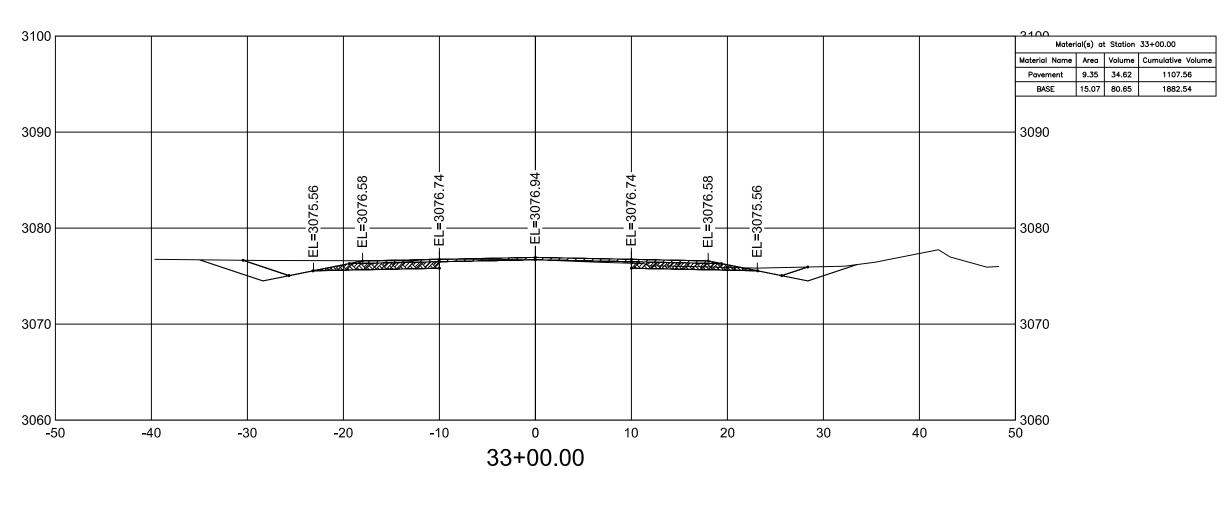


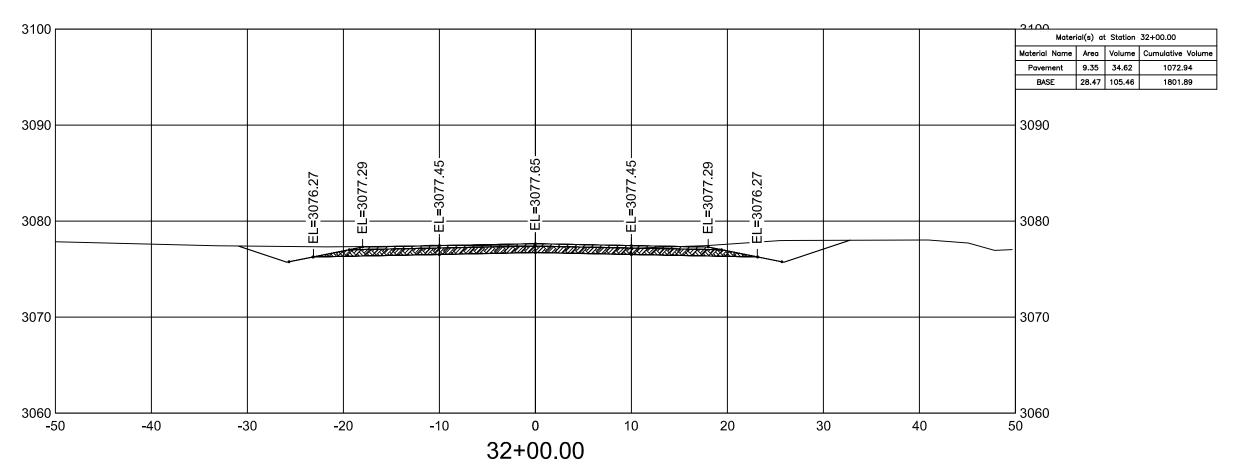




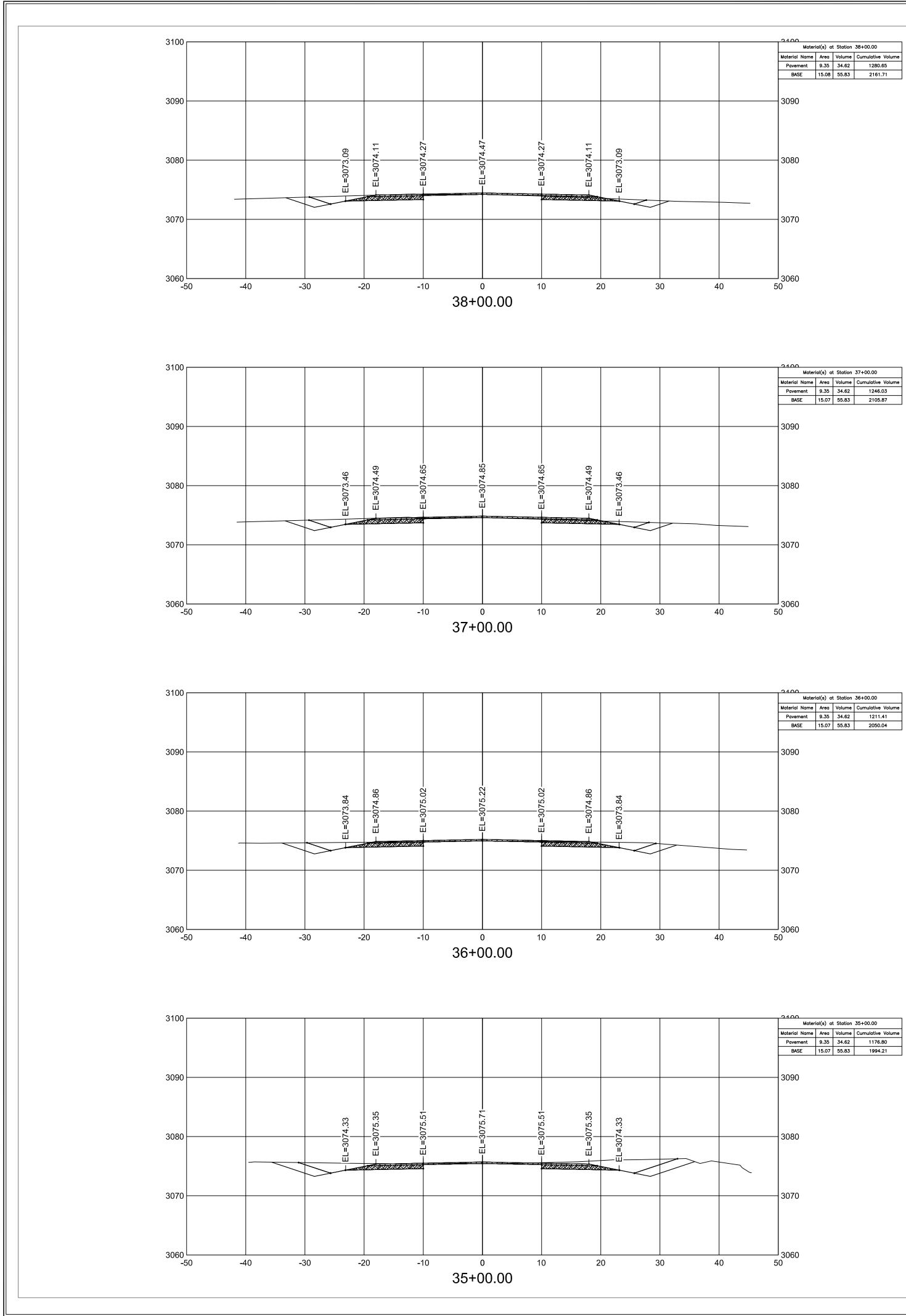


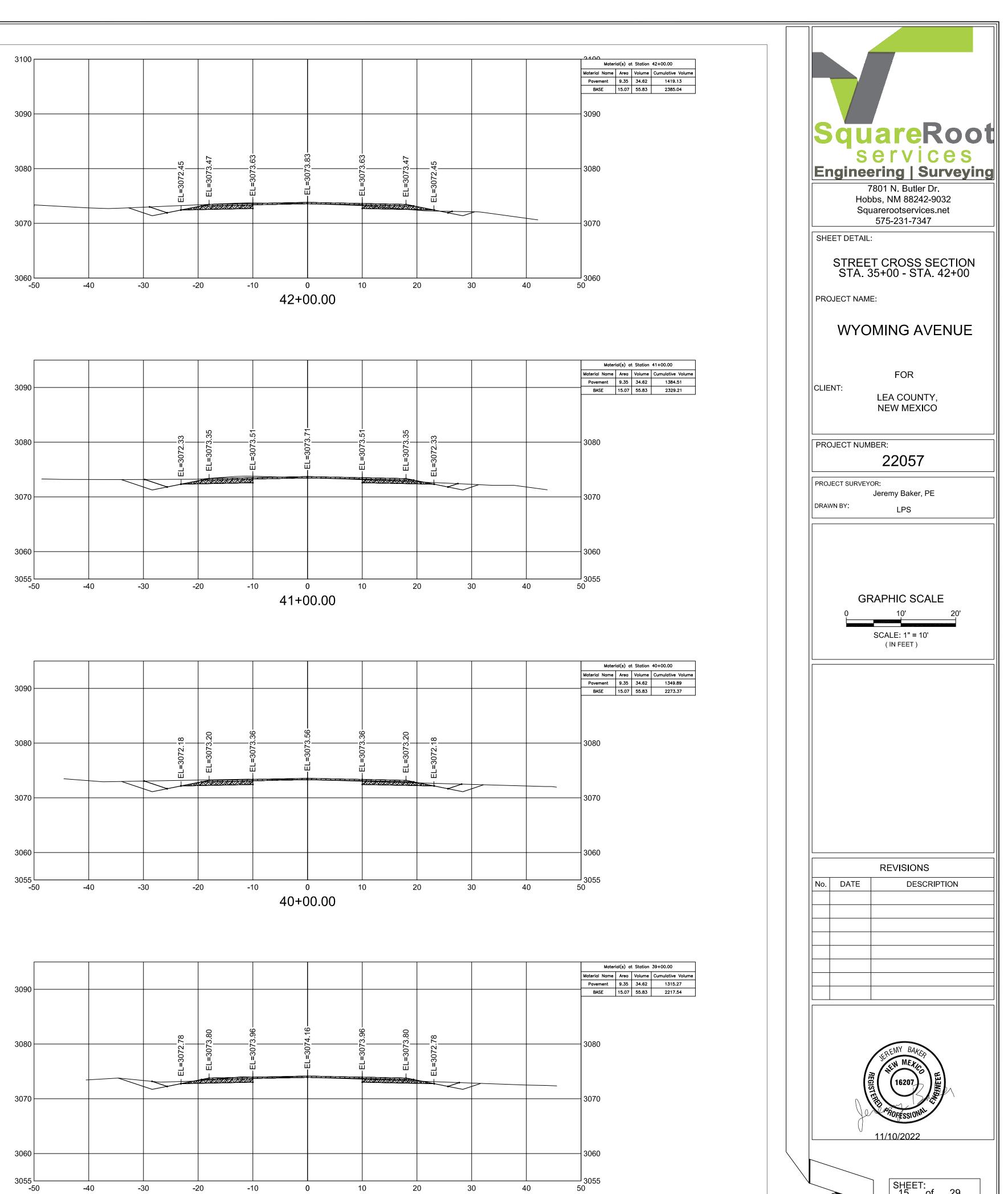






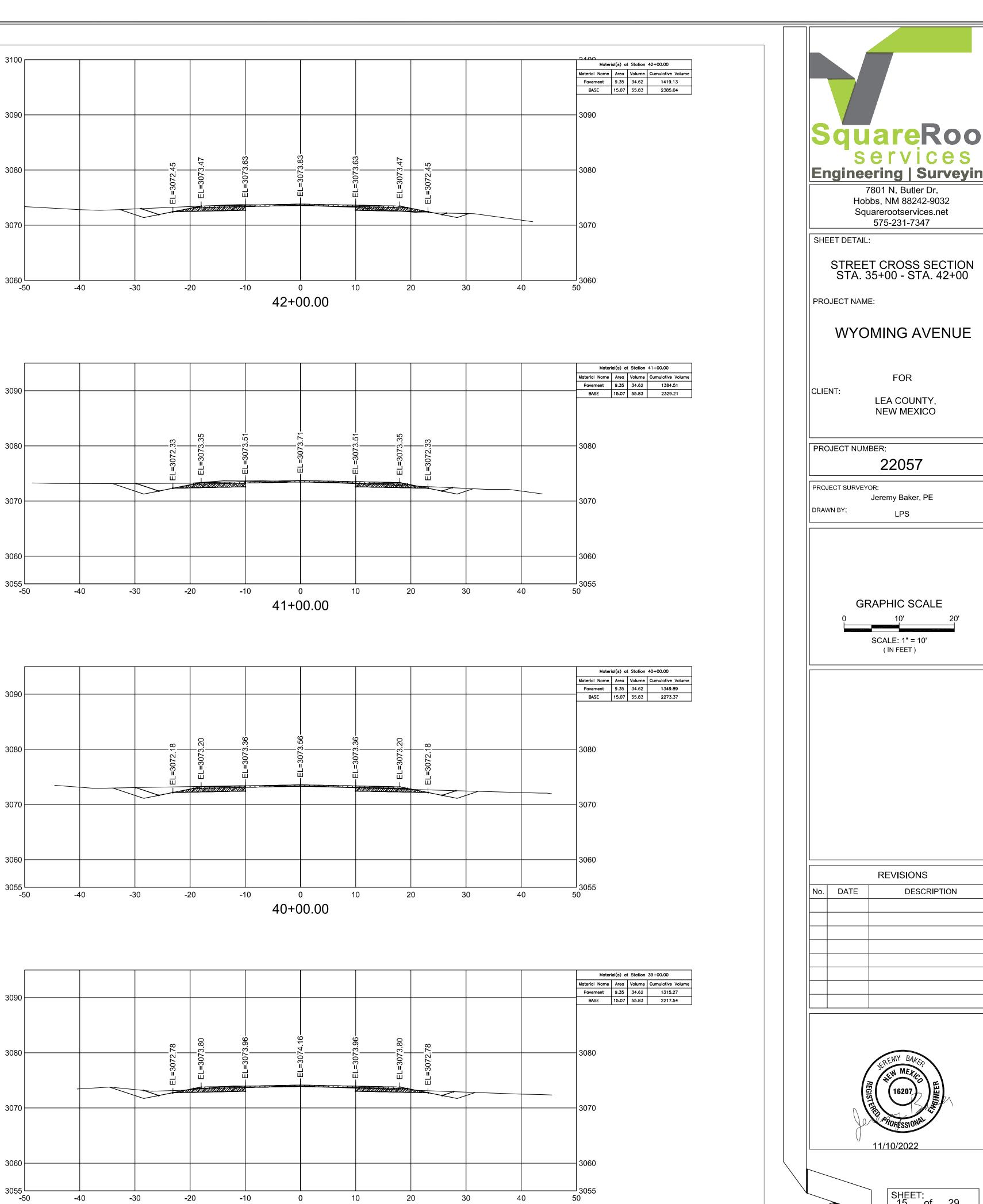
	4
SquareRoo Services Engineering Surveyin 7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net	g
575-231-7347	
STREET CROSS SECTION STA. 29+00 - STA. 34+00	
PROJECT NAME:	
WYOMING AVENUE	
FOR CLIENT: LEA COUNTY, NEW MEXICO	
PROJECT NUMBER: 22057	
PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS	
GRAPHIC SCALE 0 10' 20' SCALE: 1" = 10' (IN FEET)	
REVISIONS	
RENY BARES IEIN MEARS IEIN MEARS III/10/2022	
SHEET: 14 of 29 2 - 9	

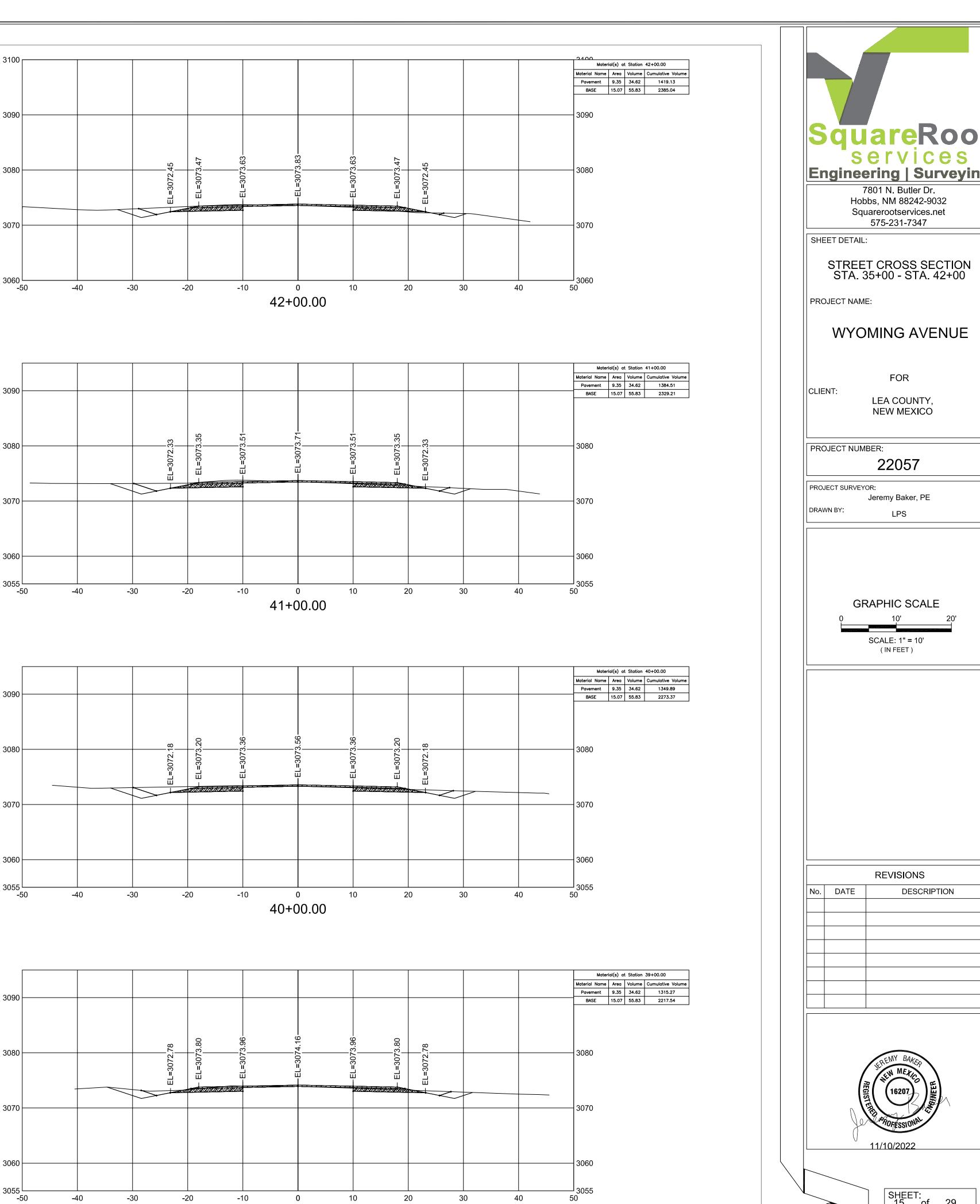


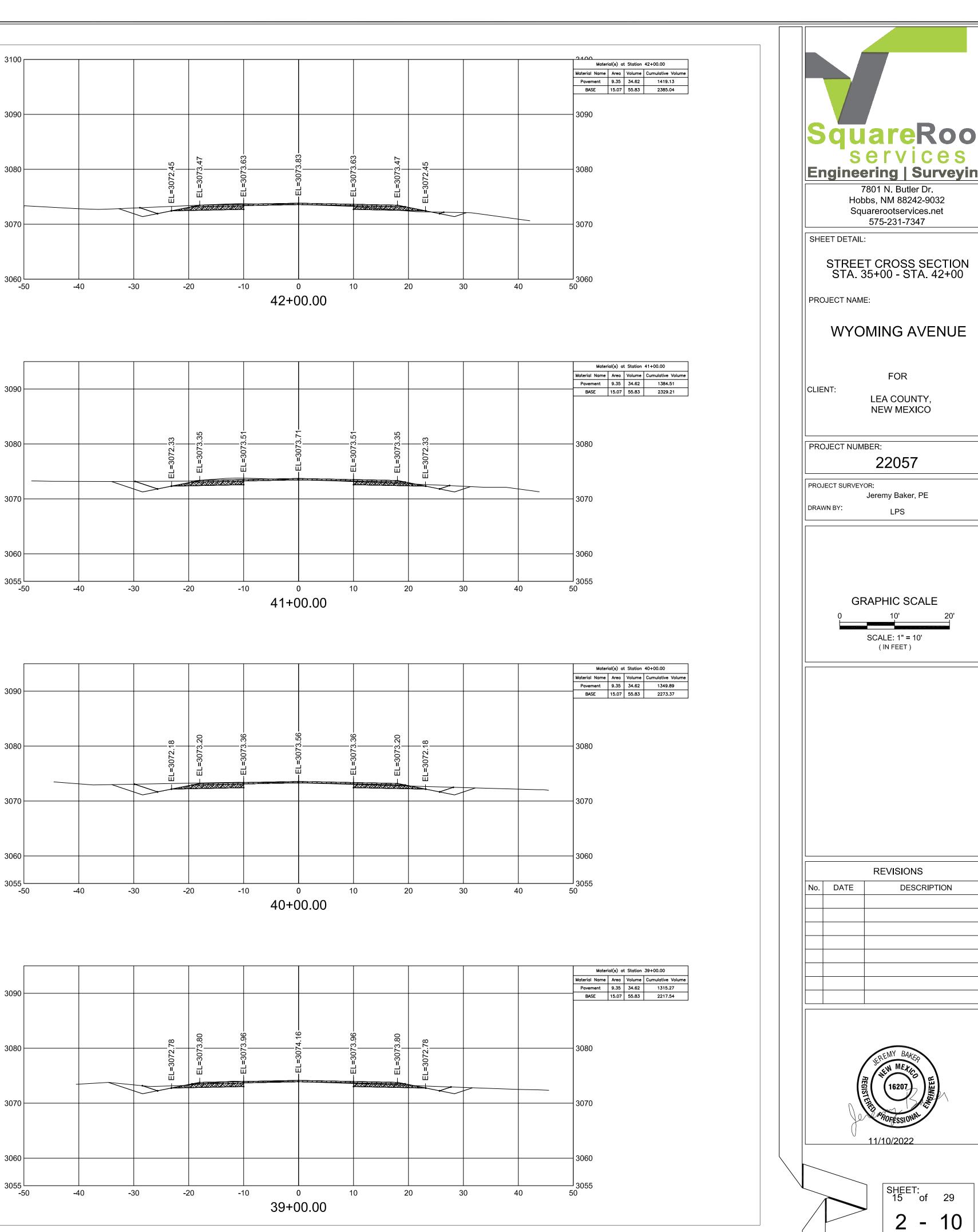


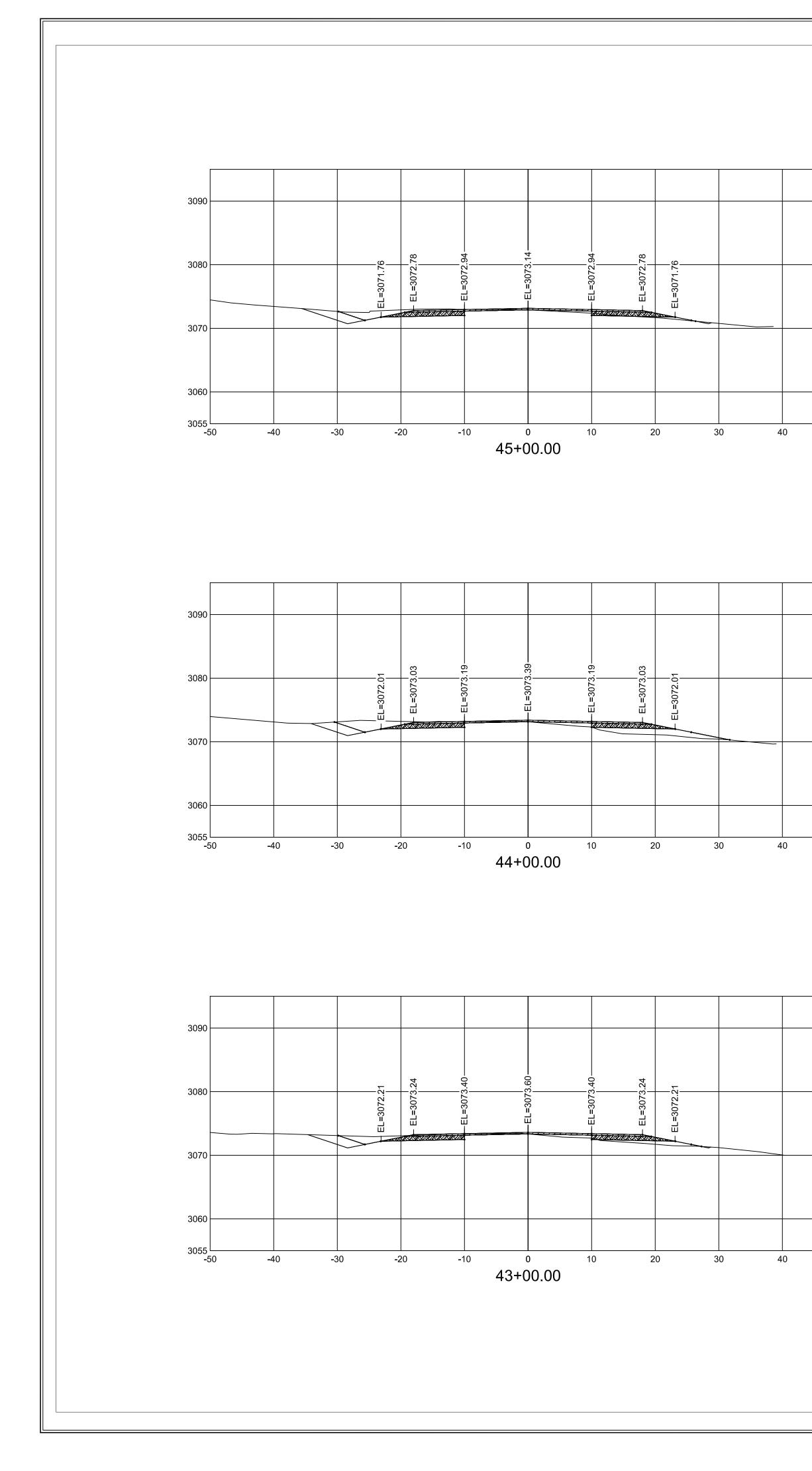
	2100			
		ial(s) a	Station	37+00.00
	Material Name	Area	Volume	Cumulativ
	Pavement	9.35	34.62	124
	BASE	15.07	55.83	210
	3090			
	3080			
	3070			
40 5	3060 0			

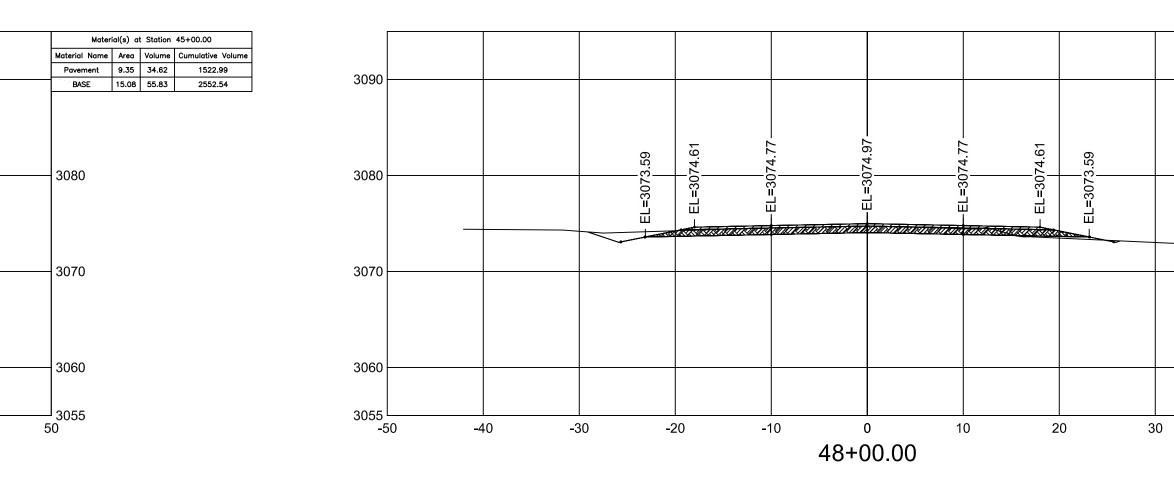
		2100									
		Material(s) at Station 36+00.00									
		Material Name	Area	Volume	Cumulative \	/olume					
		Pavement	9.35	34.62	1211.4	1					
		BASE	15.07	55.83	2050.0	4					
		3090									
		3080									
		3070									
4	0 5	3060 0									

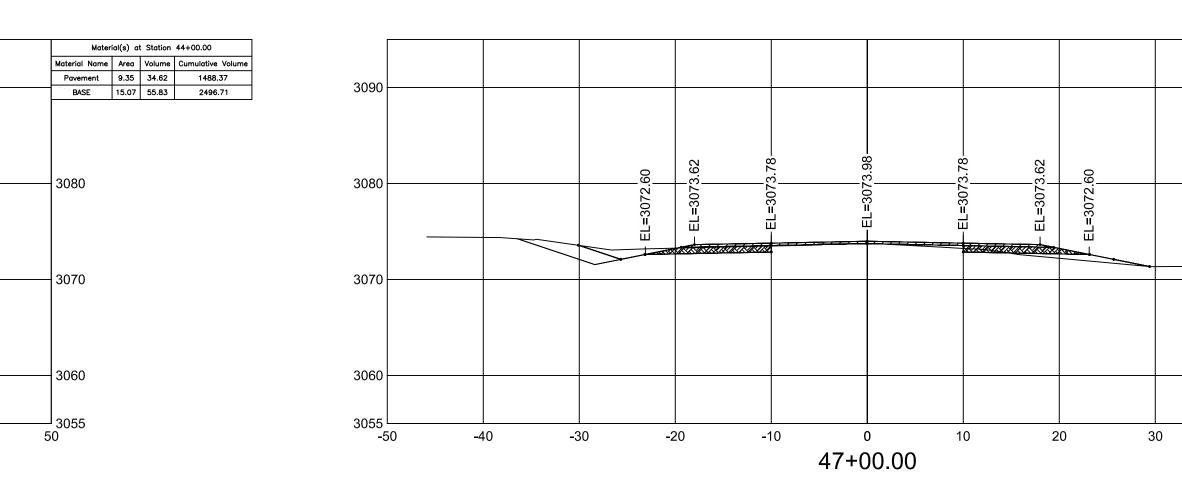


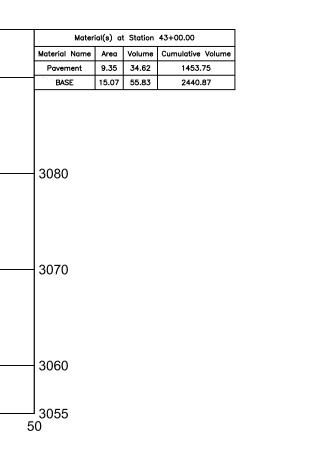


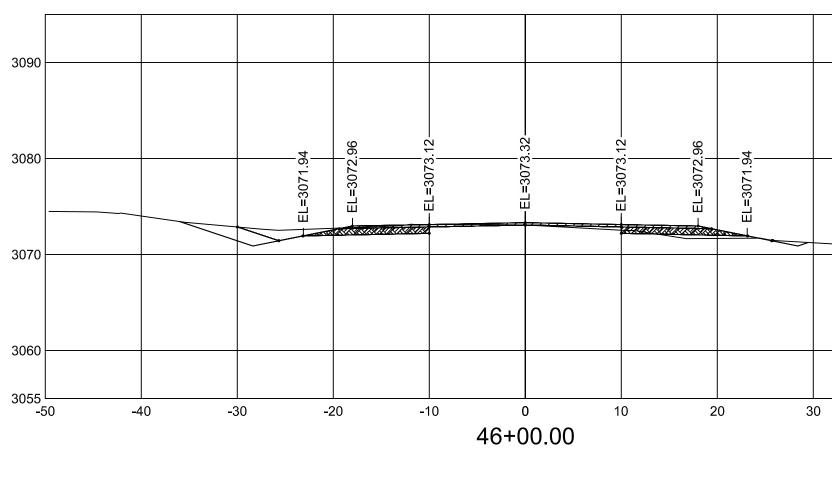


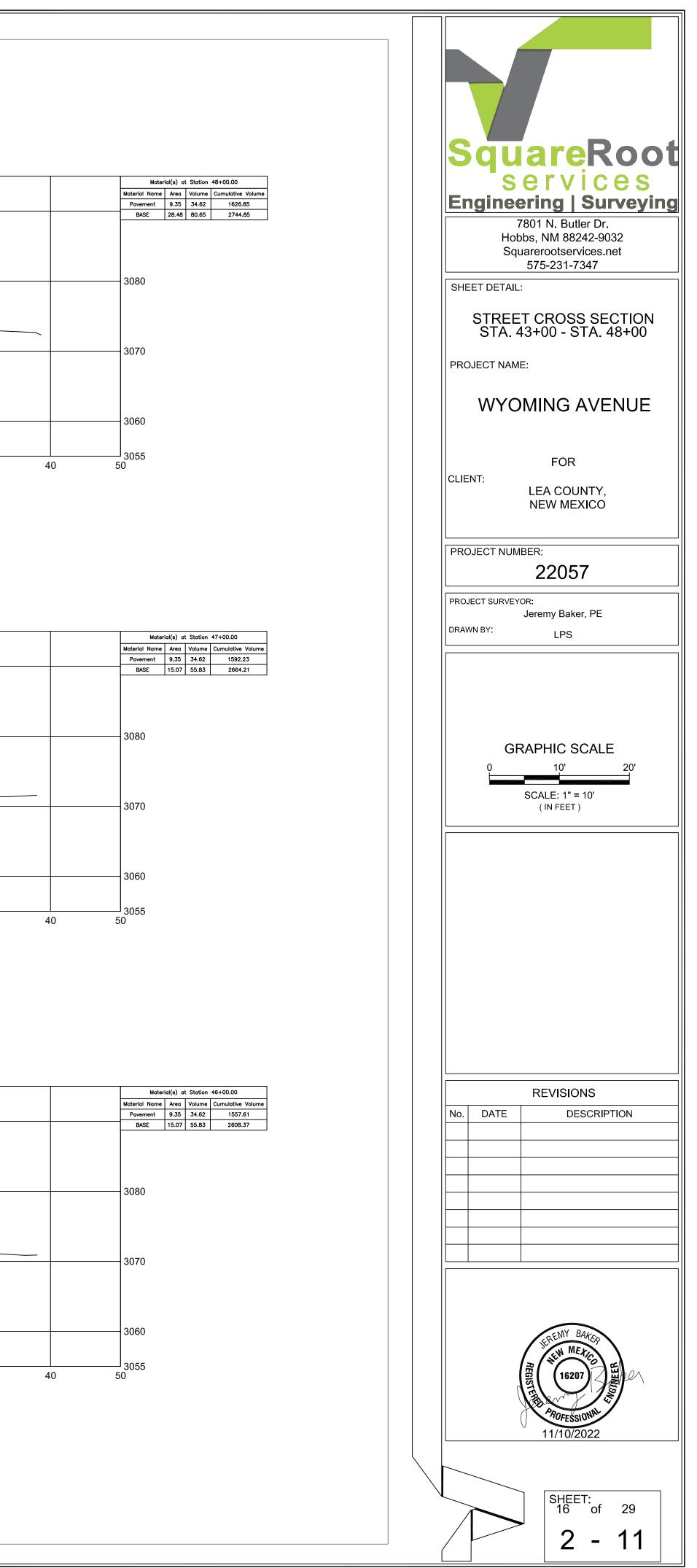




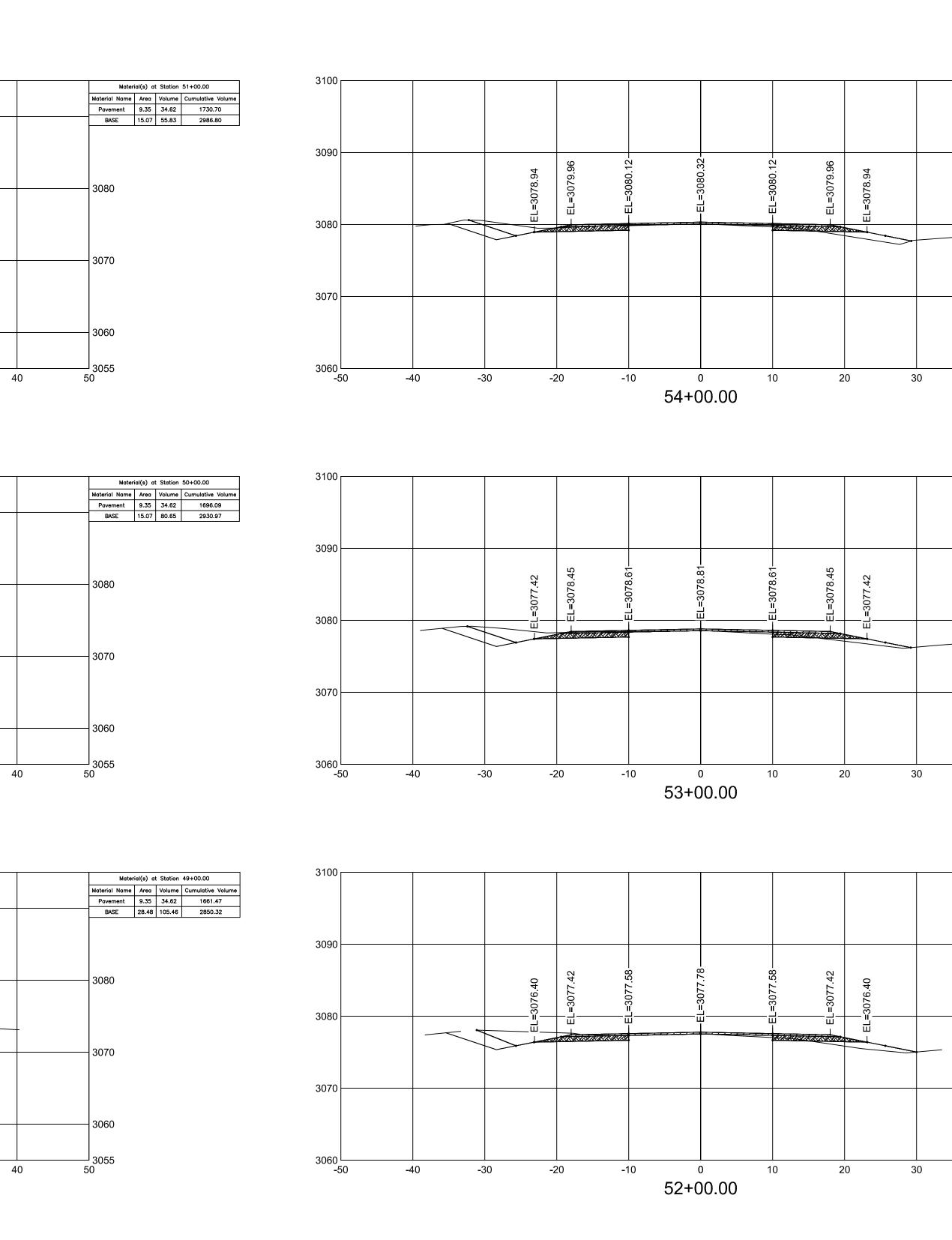


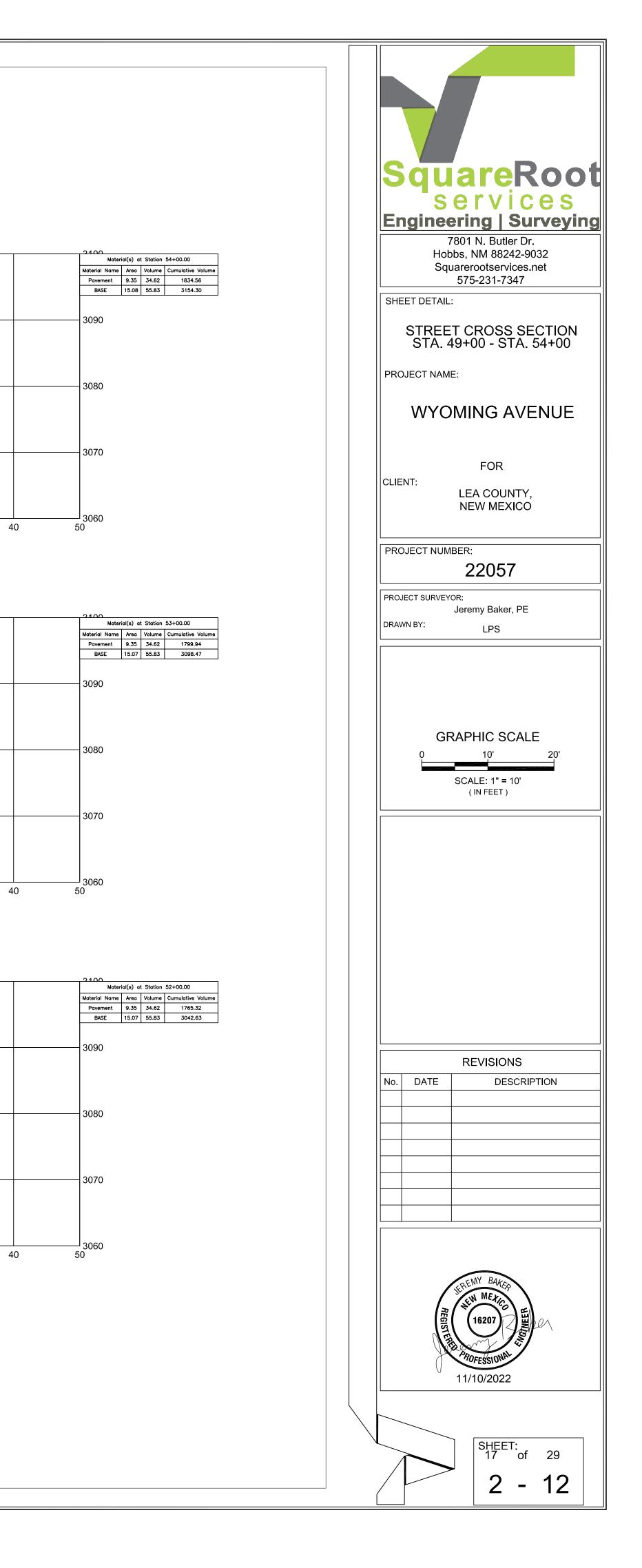




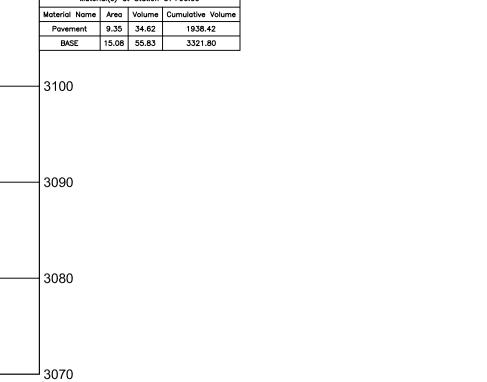


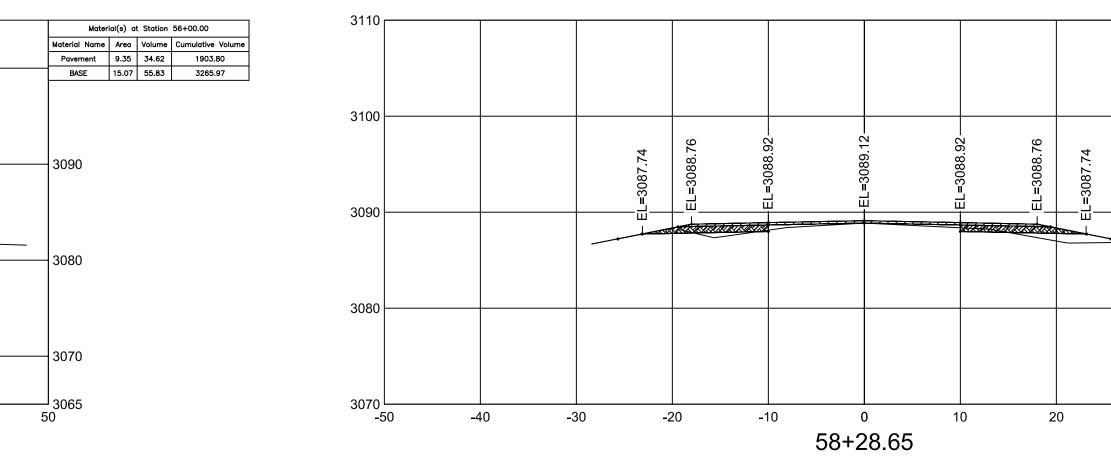
3090 21 3080 Ш - ALKARDER ALKARDER _____ A REAL AND A 3070 3060 3055 🗆 10 20 -50 -40 -30 -20 -10 0 30 51+00.00 3090 12 6 3080 Ш - ~ KINHAA AATO CARLES IN AURINER 3070 3060 3055 └── -50 -40 -30 -20 -10 0 10 20 30 50+00.00 3090 92 32 8 00 3080 3070 3060 3055 🖵 -50 -40 -30 -20 -10 0 10 20 30 49+00.00

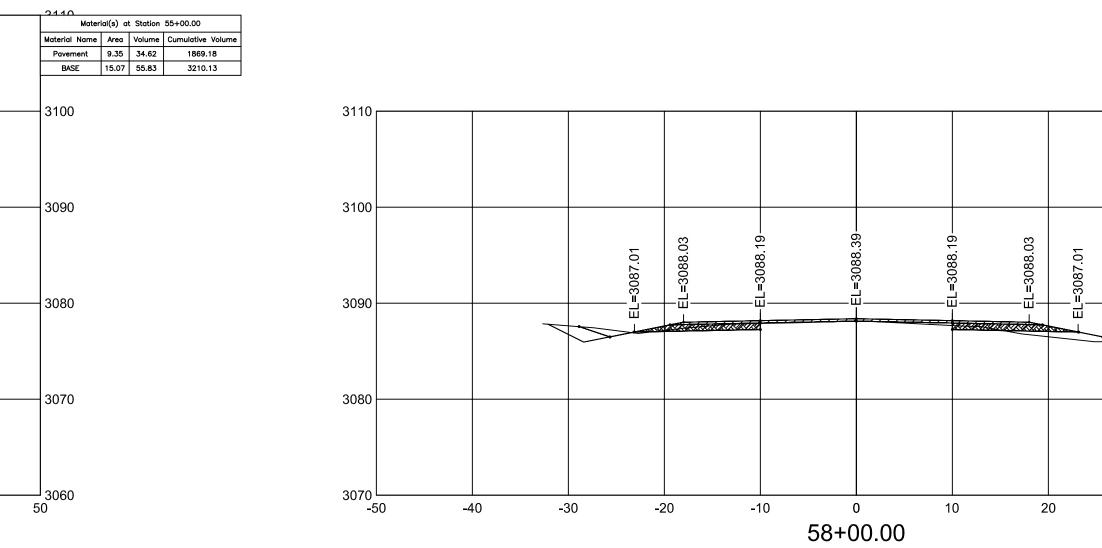




3110 -3100 83 33 80 0 3090 Ш Ш ᇳ K KIRIDI ALK KIKIKA 3080 3070 └─ -50 10 20 30 -40 -30 -20 -10 0 57+00.00 3100 42 42 0 3090 Ш Ш \prec 3080 3070 3065 L____ -50 20 10 30 -40 -30 -20 -10 0 56+00.00 3110 -3100 3090 80 0 A CONTRACTOR OF CONTRACTOR 3080 3070 3060 └─ -50 -20 10 20 30 -40 -30 -10 0 55+00.00







50

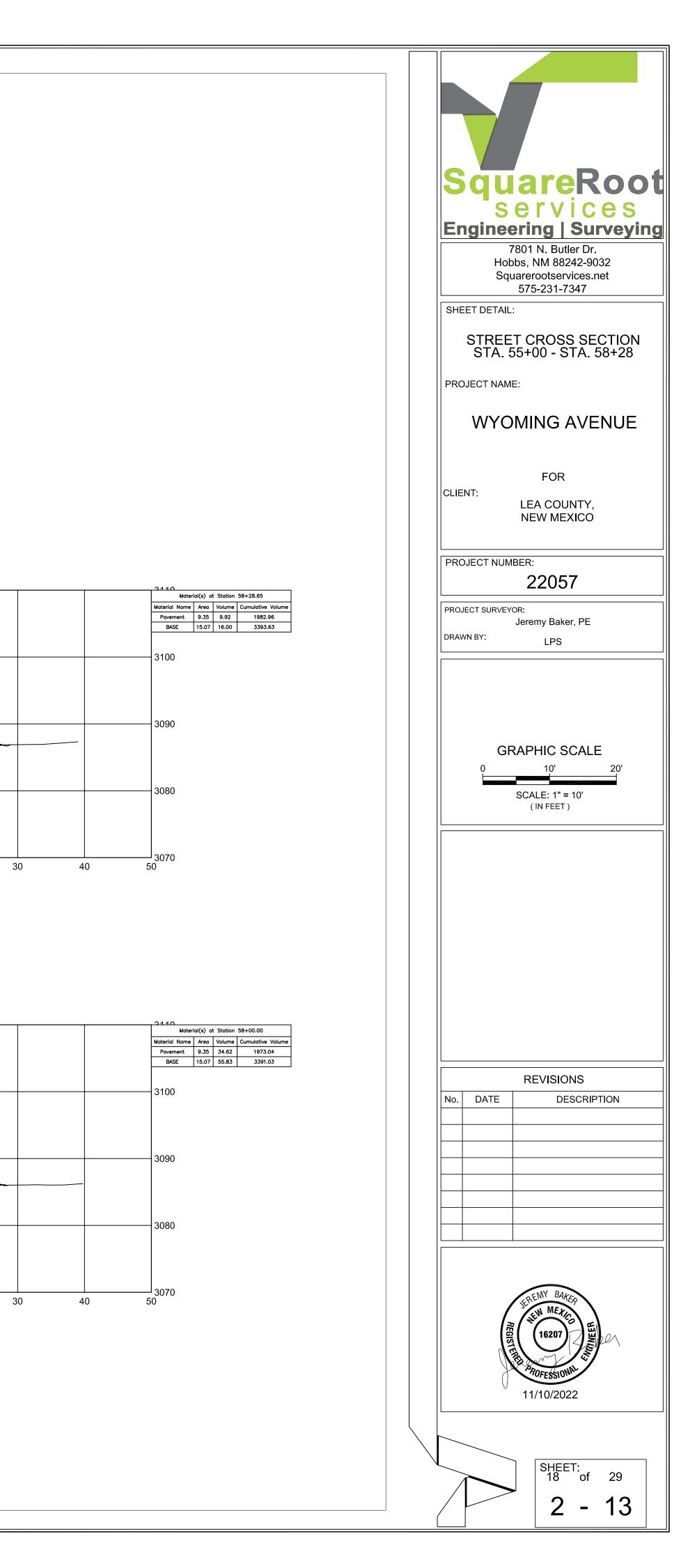
2110

Material(s) at Station 57+00.00

40

40

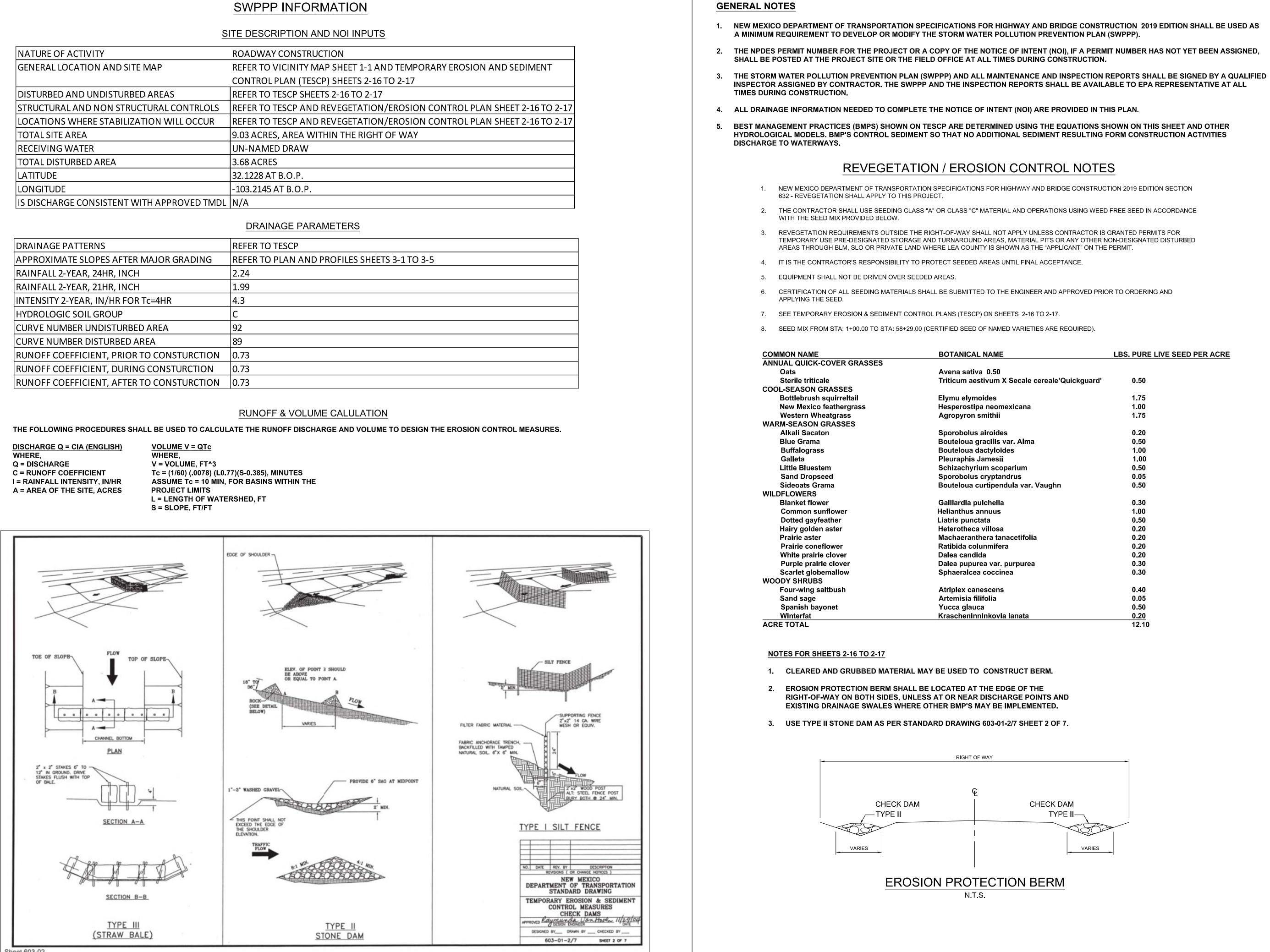
40



NATURE OF ACTIVITY	ROADWAY CONSTRUCTION
GENERAL LOCATION AND SITE MAP	REFER TO VICINITY MAP SHEET 1-1 AND TEMPORARY ER
	CONTROL PLAN (TESCP) SHEETS 2-16 TO 2-17
DISTURBED AND UNDISTURBED AREAS	REFER TO TESCP SHEETS 2-16 TO 2-17
STRUCTURAL AND NON STRUCTURAL CONTRLOLS	REFER TO TESCP AND REVEGETATION/EROSION CONTR
LOCATIONS WHERE STABILIZATION WILL OCCUR	REFER TO TESCP AND REVEGETATION/EROSION CONTRO
TOTAL SITE AREA	9.03 ACRES, AREA WITHIN THE RIGHT OF WAY
RECEIVING WATER	UN-NAMED DRAW
TOTAL DISTURBED AREA	3.68 ACRES
LATITUDE	32.1228 AT B.O.P.
LONGITUDE	-103.2145 AT B.O.P.
IS DISCHARGE CONSISTENT WITH APPROVED TMDL	N/A

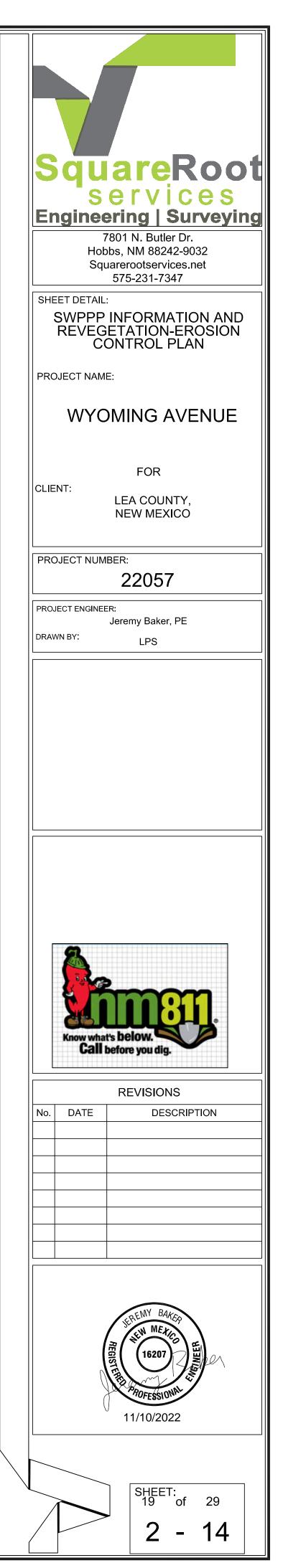
DRAINAGE	PARAMETERS	

DRAINAGE PATTERNS	REFER TO TESCP
APPROXIMATE SLOPES AFTER MAJOR GRADING	REFER TO PLAN AND PROFILES SHEETS 3-1 TO 3-5
RAINFALL 2-YEAR, 24HR, INCH	2.24
RAINFALL 2-YEAR, 21HR, INCH	1.99
INTENSITY 2-YEAR, IN/HR FOR Tc=4HR	4.3
HYDROLOGIC SOIL GROUP	С
CURVE NUMBER UNDISTURBED AREA	92
CURVE NUMBER DISTURBED AREA	89
RUNOFF COEFFICIENT, PRIOR TO CONSTURCTION	0.73
RUNOFF COEFFICIENT, DURING CONSTURCTION	0.73
RUNOFF COEFFICIENT, AFTER TO CONSTURCTION	0.73

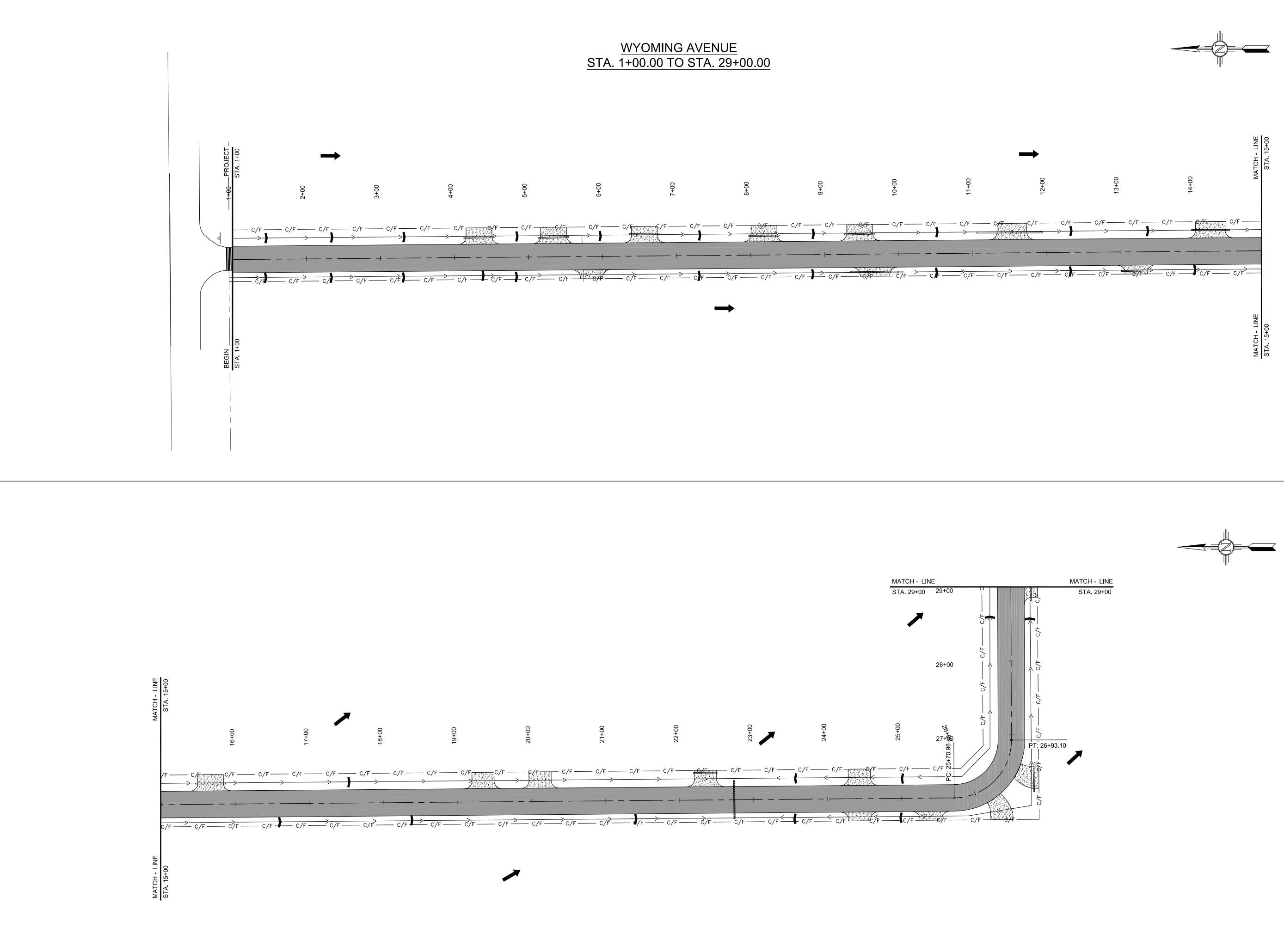


Sheet 603-02

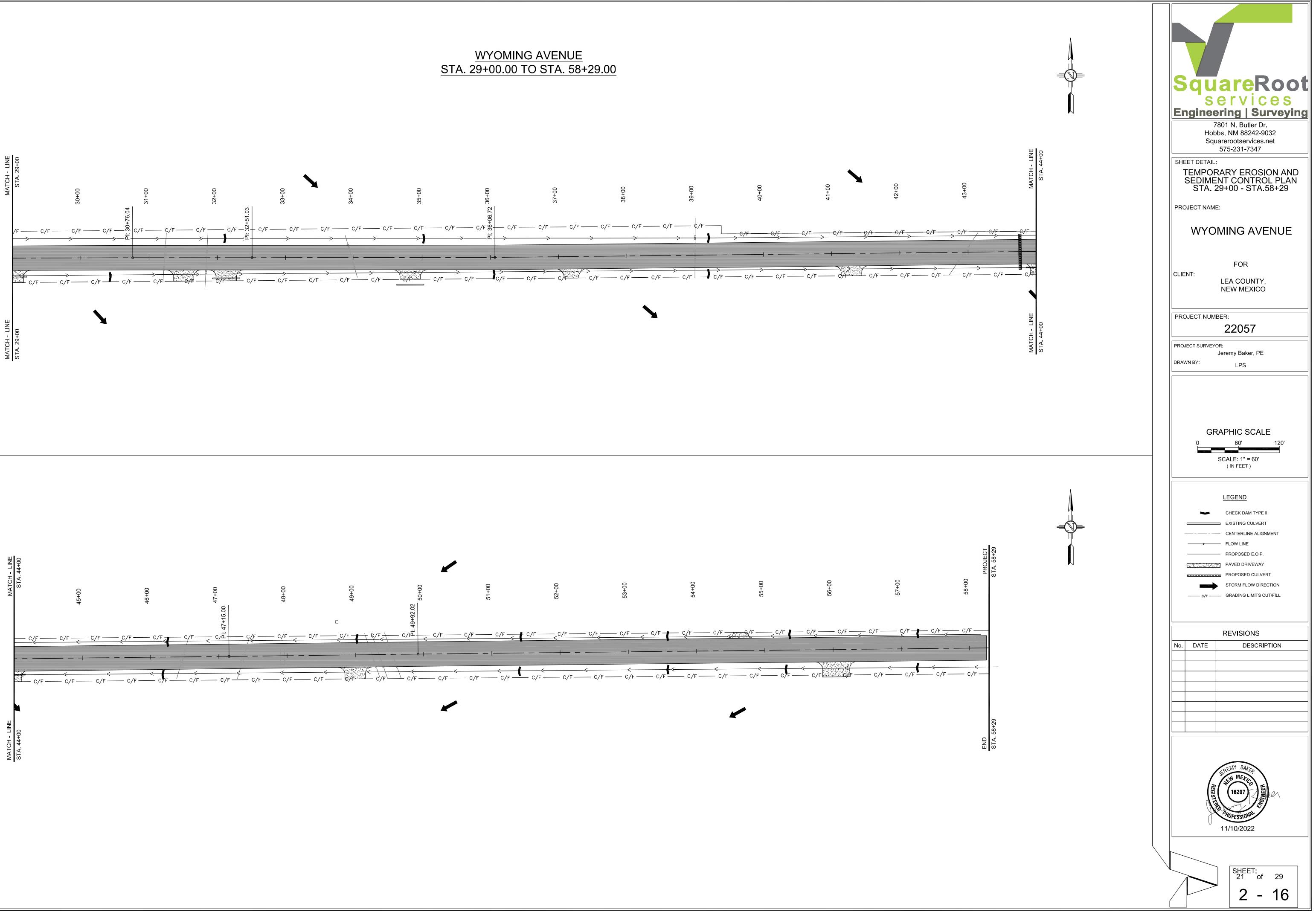
	LBS. PURE LIVE SEED PER
K Secale cereale'Quickguard'	0.50
	1.75
exicana	1.00
lexicana	1.75
	1.75
S	0.20
var. Alma	0,50
des	1.00
	1.00
parium	0.50
ndrus	0.05
dula var. Vaughn	0.50
-	
	0.30
	1.00
	0.50
	0.20
nacetifolia	0.20
a	0.20
	0.20
purpurea	0.30
nea	0.30
i de la construcción de la constru	0.40
	0.05
	0.50
a lanata	0.20
	12.10

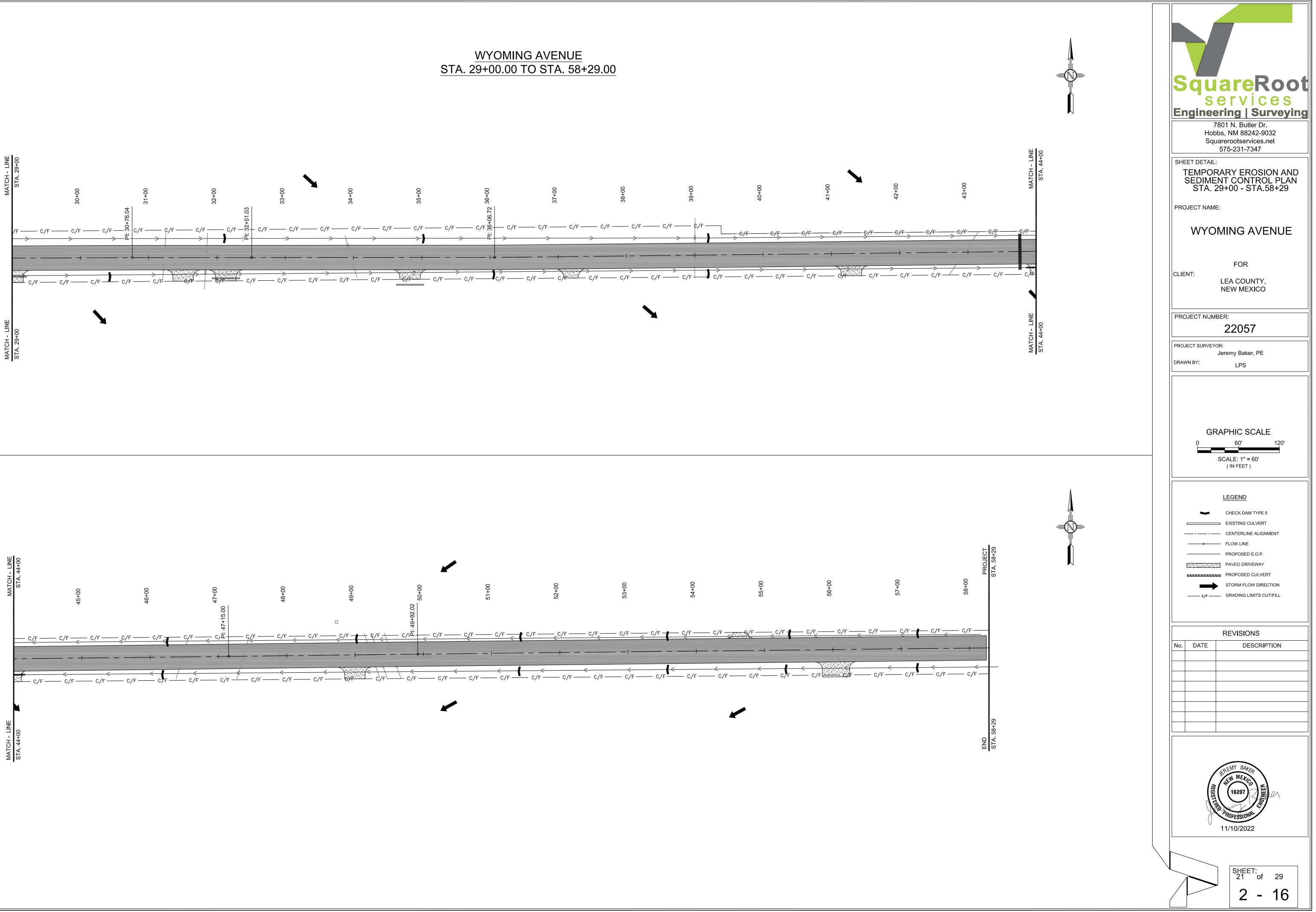


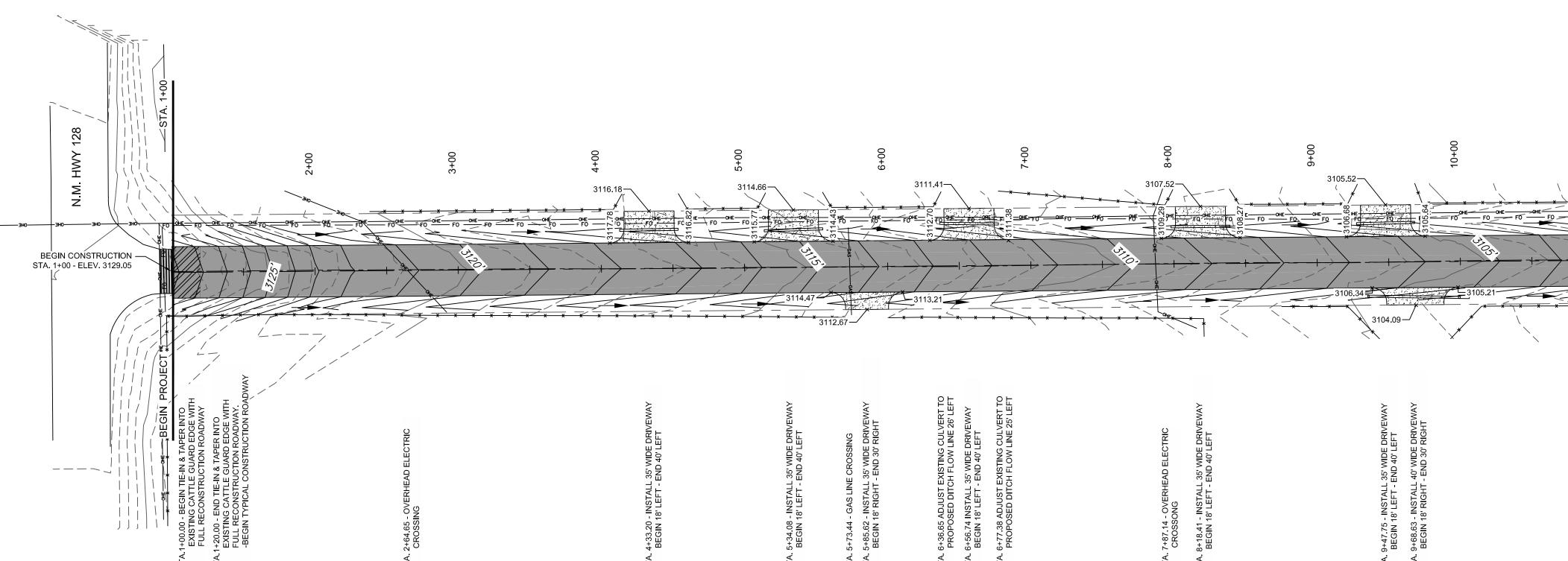
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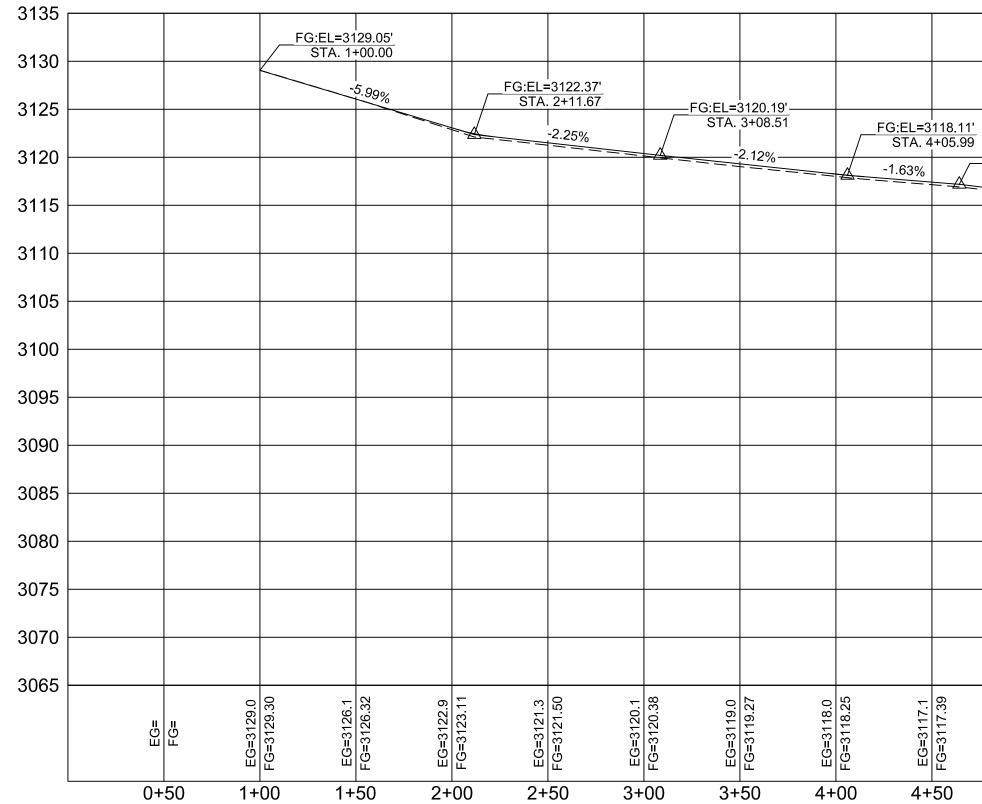


SQUARECROSS SQUARECOSS SQUAR		
Services.es T801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net ST5-231-7347 SHEET DETAIL: TEMPORARY EROSION AND SEDIMENT CONTROL PLAN STA. 1+00 - STA. 29+00 PROJECT NAME: WYOMING AVENUE FOR CLIENT: LEA COUNTY, NEW MEXICO PROJECT NUMBER: 22057 PROJECT NUMBER: 22057 PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS GRAPHIC SCALE 0 60° 120° SCALE: 1" = 60' (INFECT) CEREND CHEGEND CHECK ALIGNMENT PROPOSED C. D.P. PROPOSED C. D.P. PROPOSED C. D.P. STORM FLOW ORECTION ORADIN ELMITS CUTFIL STORM FLOW ORECTION ORADIN ELMIT		
7801 N. Butter Dr. Hobbs, NM 88242.9032 Squarerootservices.net 575-231-7347 SHEET DETAIL: TEMPORARY EROSION AND SEDIMENT CONTROL PLAN STA. 1+00 - STA. 29+00 PROJECT NAME: WYOMING AVENUE FOR CLIENT: LEA COUNTY, NEW MEXICO PROJECT NUMBER: 22057 PROJECT NUMBER: 22057 PROJECT SURVEYOR: Jøremy Baker, PE DRAWN BY: LPS GRAPHIC SCALE 0 60' 120' SCALE: 1" = 60' (IN FEET) LEGEND OHECK DAM TYPE II EXISTING COLVERT PROPOSED E.O.P. EXCENSIONS NO. REVISIONS REVISIONS NO ORALL DIMESTICION OHECK DAM TYPE II EXISTING COLVERT STORM FLOW DIRECTION OHECK DAM TYPE II EXISTING COLVERT PROPOSED E.O.P. EXTENSIONS REVISIONS NO. REVISIONS NO. STORM FLOW DIRECTION OFFICES DESCRIPTION	services	
TEMPORARY EROSION AND SEDIMENT CONTROL PLAN STA. 1+00 - STA. 29+00 PROJECT NAME: WYOMING AVENUE FOR CLIENT: LEA COUNTY, NEW MEXICO PROJECT NUMBER: 22057 PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS GRAPHIC SCALE 0 60' 120' SCALE: 1" = 60' (IN FEET) CHECK DAM TYPE II EXISTING COLVERT CHECK DAM TYPE II CHECK DAM TYPE II CHECK DAM TYPE II CHECK DAM TYPE II C	7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net	
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LEA COUNTY, NEW MEXICO		
22057 PROJECT SURVEYOR: Jaremy Baker, PE DRAWN BY: LPS GRAPHIC SCALE 0 60' 120' SCALE: 1" = 60' (IN FEET) SCALE: 1" = 60' (IN FEET) SCALE: 1" = 60' (IN FEET) CHECK DAM TYPE II EXISTING CULVERT CHECK DAM TYPE II EXISTING CULVERT FLOW LINE PROPOSED E.O.P. EXECUTIONS PROPOSED CULVERT STORM FLOW DRIVEWAY REVISIONS NO. DATE DESCRIPTION Image: Storm FLOW DRIVEWAY STORM FLOW DRIVEWAY STORM FLOW DRIVEWAY ORADING LIMITS CUT/FILL Image: Storm FLOW DRIVEWAY Image: Storm FLOW DRIVEWAY ORADING LIMITS CUT/FILL Image: Storm FLOW DRIVEWAY Image: Storm FLOW DRIVEWAY <td c<="" td=""><td>LEA COUNTY,</td></td>	<td>LEA COUNTY,</td>	LEA COUNTY,
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C/F GRADING LIMITS CUT/FILL		
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SHEET: 20 of 29		
SHEET: 20 of 29		
	11/10/2022	
2 - 15	SHEET: 20 of 29	
	2 - 15	





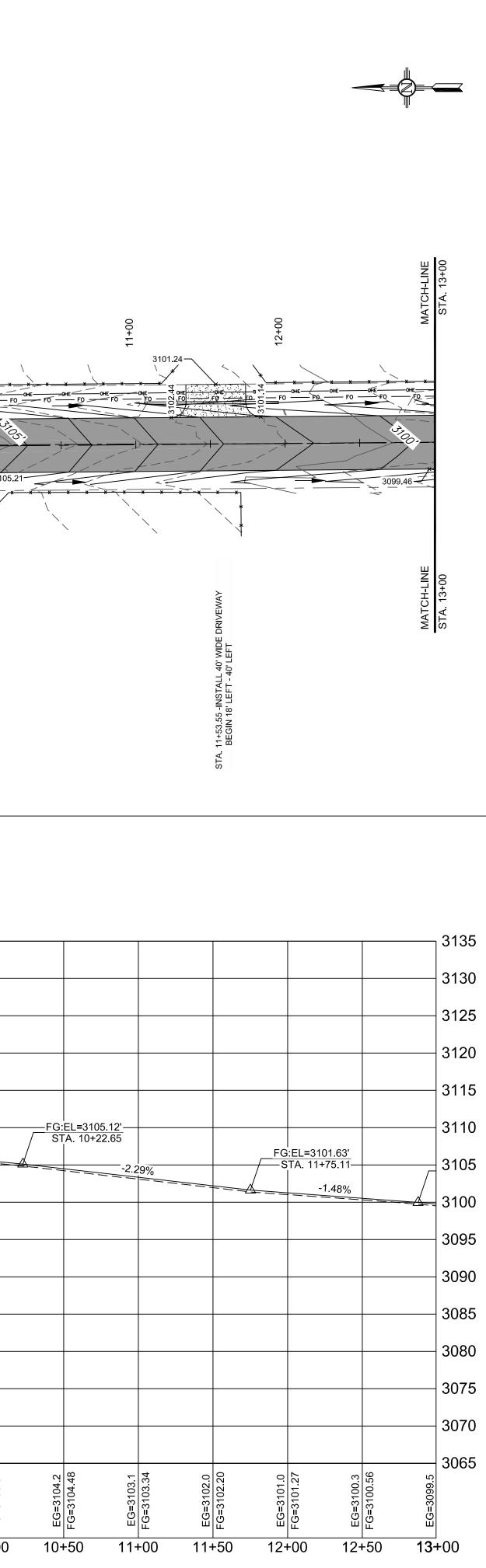




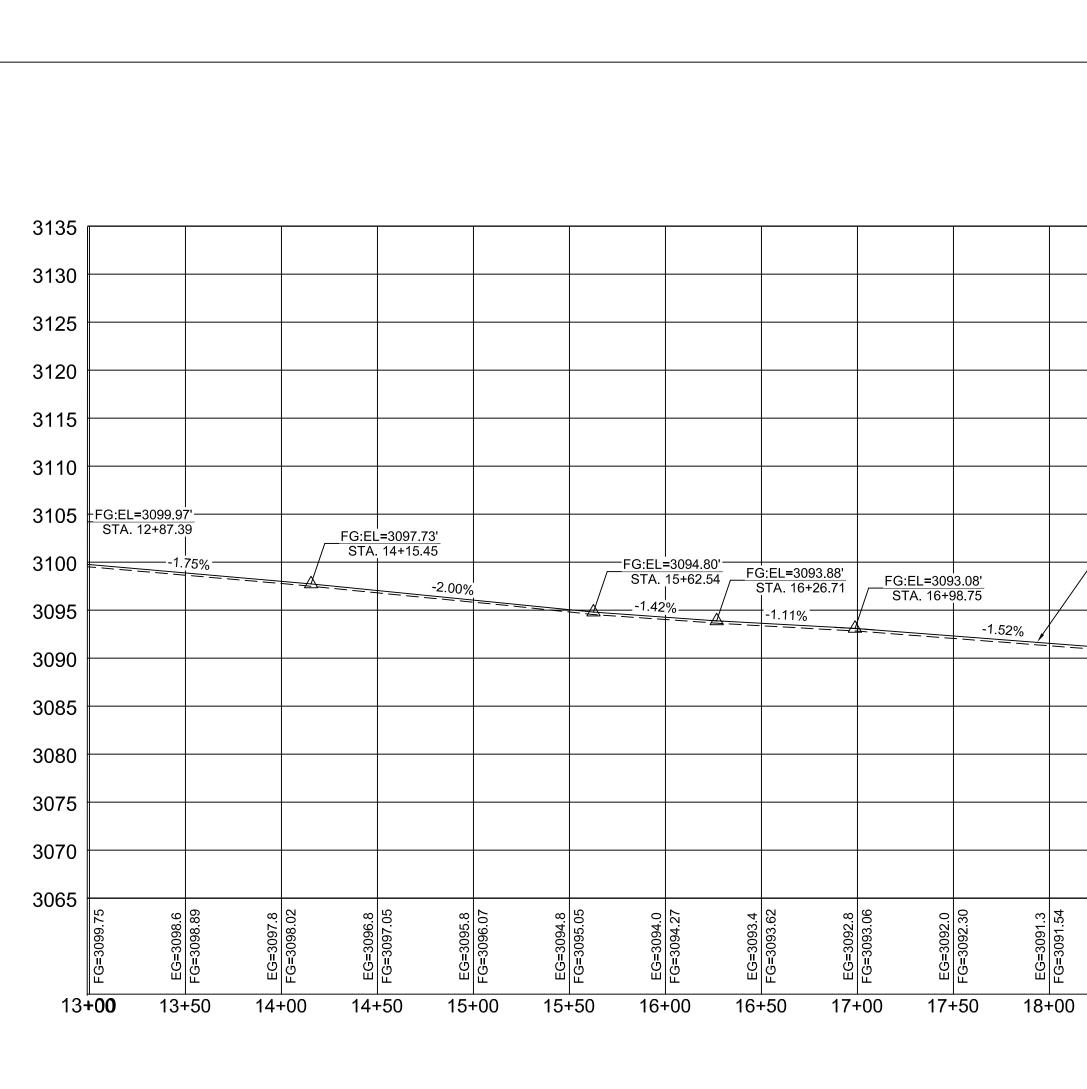
WYOMING AVENUE (STA. 0+00 TO STA. 13+00)

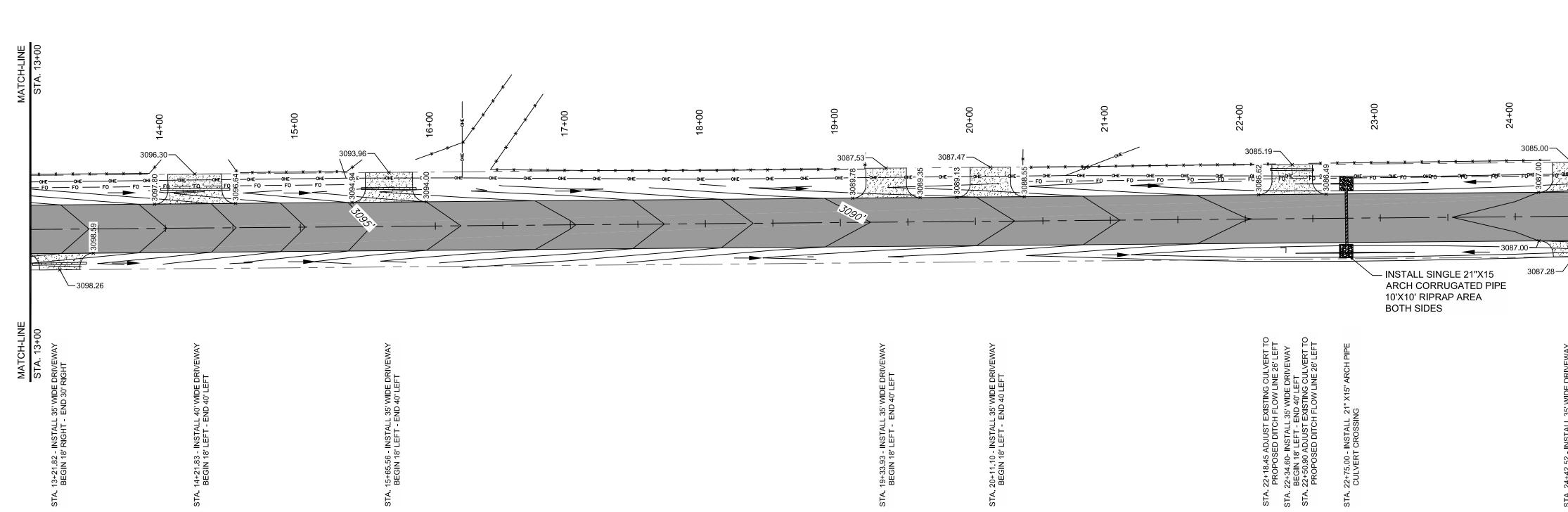
STA. 5+34.08 - INSTALL 35' WIDE DRIVEWAY	STA. 5+73.44 - GAS LINE CROSSING	STA. 5+85.62 - INSTALL 35' WIDE DRIVEWAY	STA. 6+36.65 ADJUST EXISTING CULVERT TO	STA. 6+56.74 INSTALL 35' WIDE DRIVEWAY	STA. 6+77.38 ADJUST EXISTING CULVERT TO
BEGIN 18' LEFT - END 40' LEFT		BEGIN 18' RIGHT - END 30' RIGHT	PROPOSED DITCH FLOW LINE 26' LEFT	BEGIN 18' LEFT - END 40' LEFT	PROPOSED DITCH FLOW LINE 25' LEFT
STA	STA	STA	STA	STA	STA

-FG AT CL <u>FG:EL=3114.47'</u> STA. 5+75.84 FG:EL=3112.61' | STA. 6+46.29 FG:EL=3111.28' STA. 7+03.65 / 3" ABOVE EG -2.44% -2.61% FG:EL=3109.01' STA. 8+25.39 -2.32% FG:EL=3106.76' _____STA. 9+36.30--1.86% _____ <u>---FG:EL=3105.12'</u>---STA. 10+22.65 -2.03% -____ ______ - EG AT CL EG=3112.3 FG=3112.53 EG=3111.1 FG=3111.37 EG=3110.2 FG=3110.42 EG=3109.2 FG=3109.49 EG=3114.8 FG=3115.08 EG=3108.3 FG=3108.56 EG=3113.6 FG=3113.85 0,00 $\frac{1}{2}$ 2 2 ~ 4 N 3 EG=3116. FG=3116.3 EG=3107. EG=3106. G=3106.4 EG=3105. FG=3105. 104 7+00 6+00 6+50 7+50 8+50 9+00 9+50 10+00 10+50 5+00 5+50 8+00



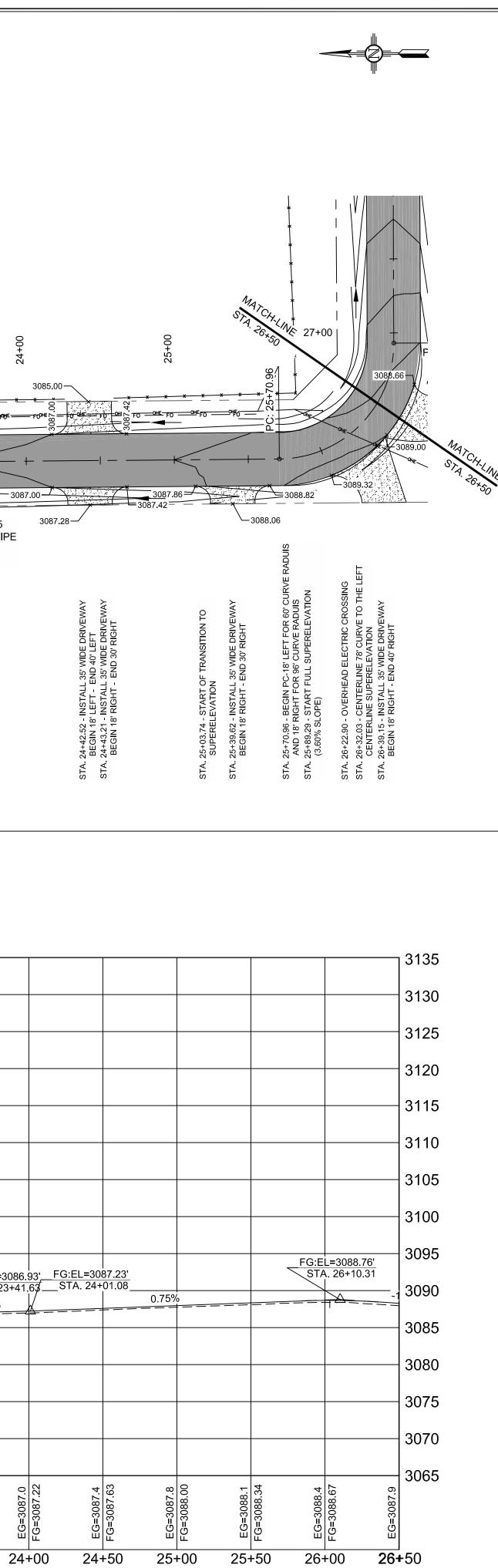
SquareRoot services Engineering Surveying
7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net
575-231-7347 SHEET DETAIL:
PLAN & PROFILE STA. 0+00 - STA. 13+00
PROJECT NAME:
WYOMING AVENUE
FOR
CLIENT: LEA COUNTY, NEW MEXICO
PROJECT NUMBER:
22057
PROJECT SURVEYOR: Jeremy Baker, PE
DRAWN BY: LPS
GRAPHIC SCALE 0 50' 100' SCALE: 1" = 50' (IN FEET)
REVISIONS
No. DATE DESCRIPTION
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SHEET: 22 of 29 3 - 1



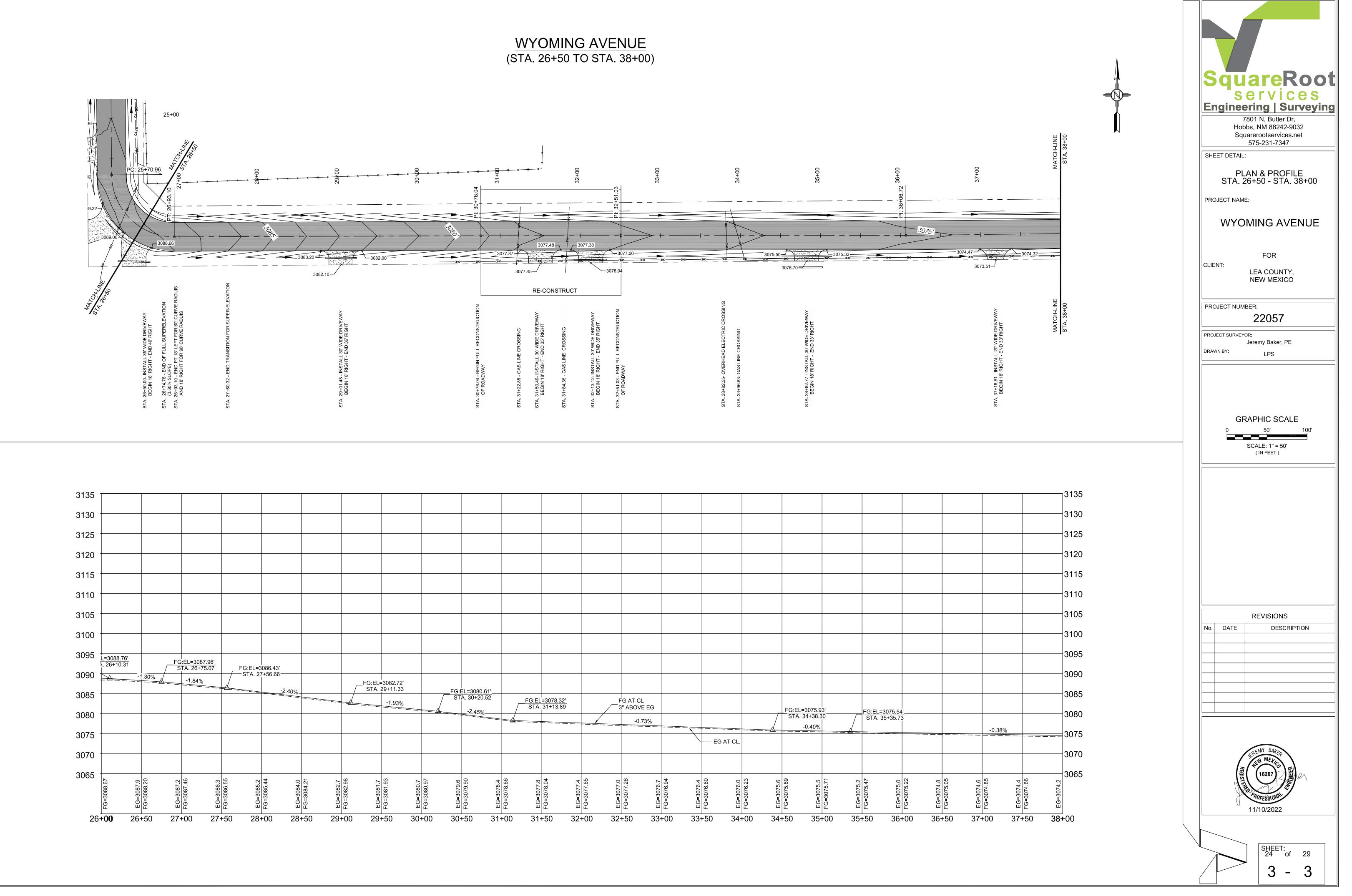


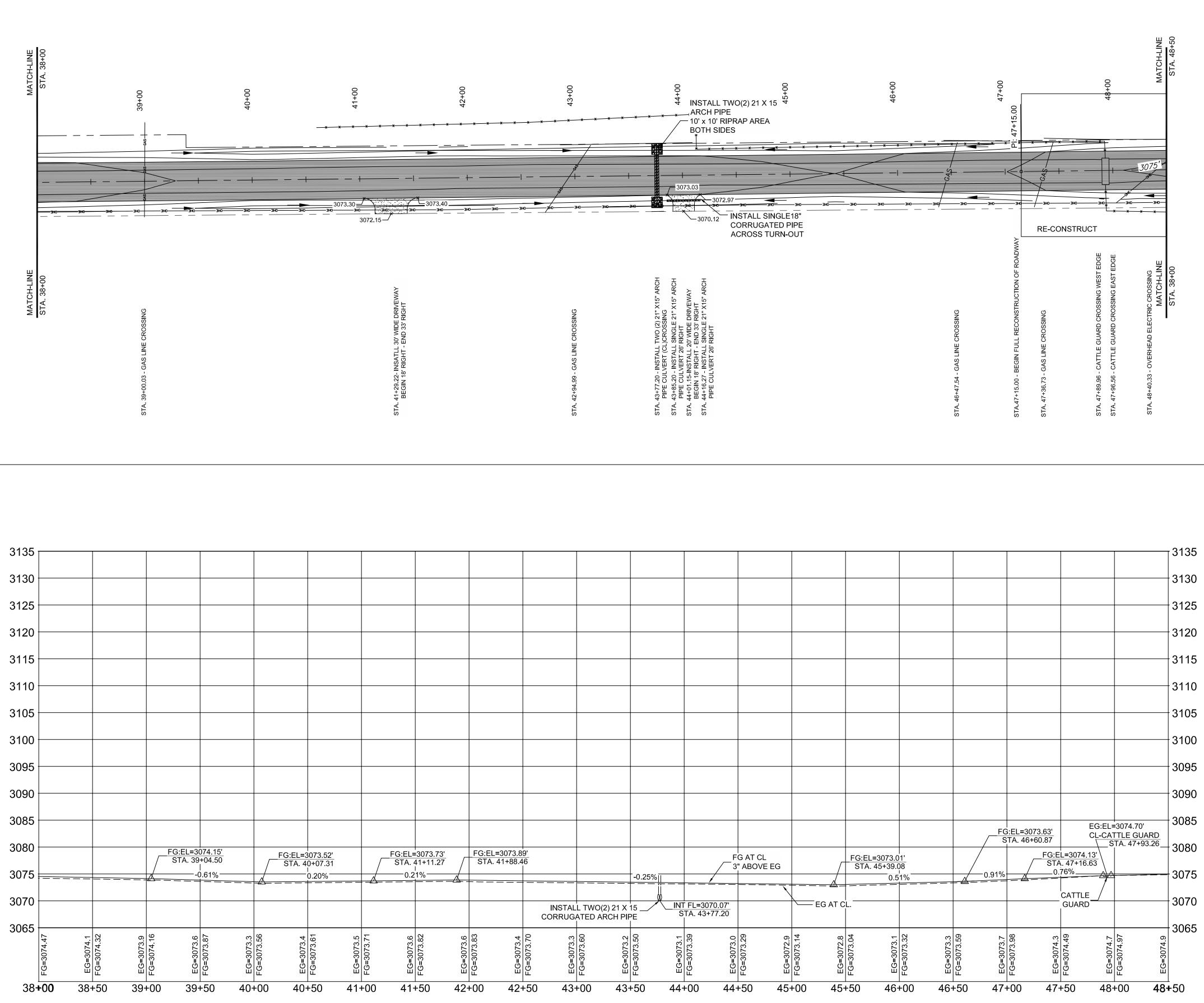
WYOMING AVENUE (STA. 13+00 TO STA. 26+50)

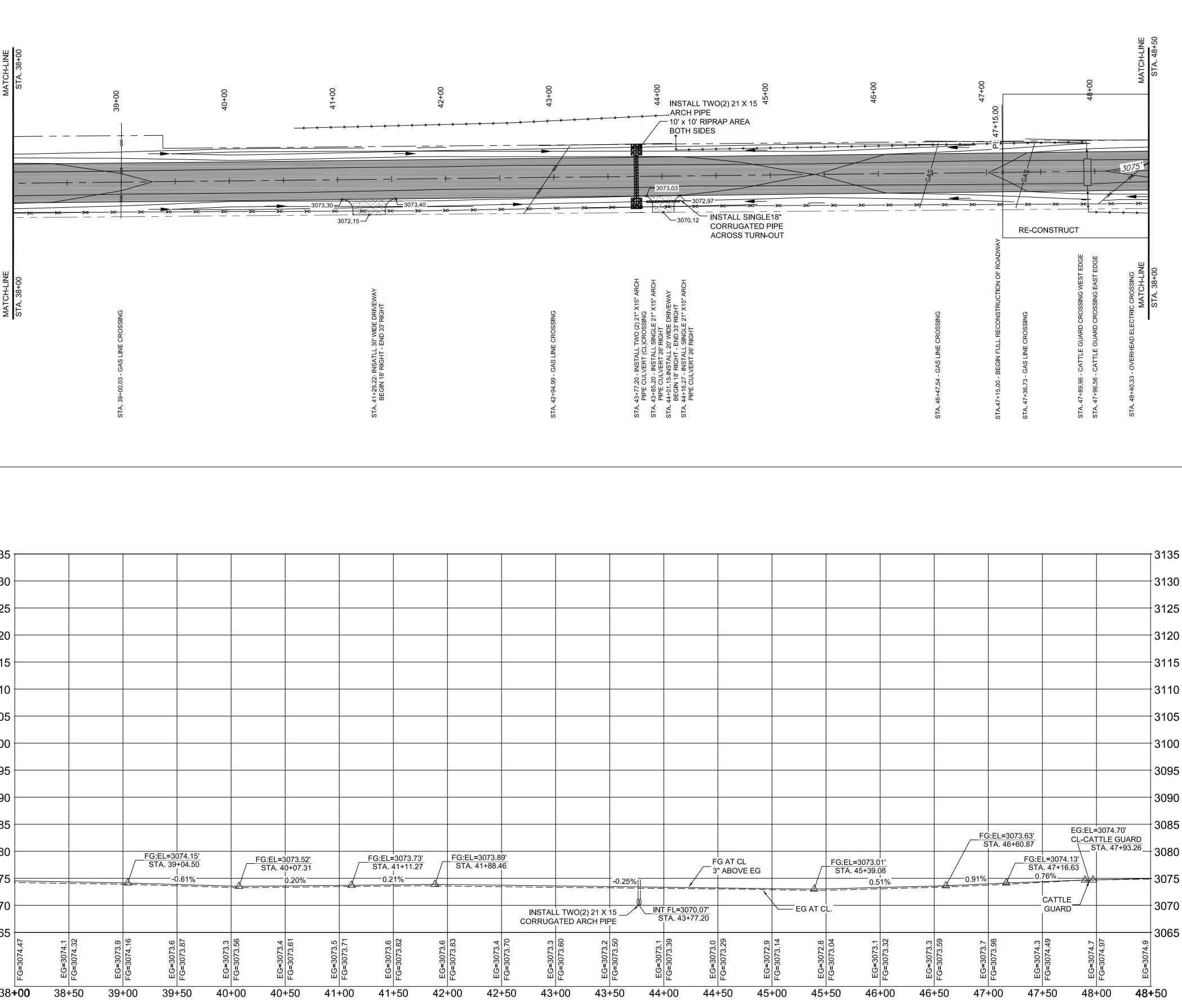
	-FG AT		18+{ 	52.42 STA	_=3090.07'- . 19+15.57 0.81%		FG:EL=3089 / STA. 19+9	6.47		Γ	_FG:EL=30 STA. 21+)87.5 +39.6		EL=3		::EL=3086.82'	FC	G:EL=3086.S		G:EL=(5TA. 2
				<u> </u>		<u> </u>		-1.28%	_		-0.95%		<u> / </u> 31/	.20%	./	TA. 22+75.08_ 0.17%	/	0.53%		
								EG AT CL.								FL=3084.12' FA. 22+75.00				
	EG=3090.5	FG=3090.78	EG=3090.0	FG=3090.24 EG=3089.5	FG=3089.78	EG=3089.1	FG=3089.37 EG=3088.5	FG=3088.74	EG=3087.8	FG=3088.09 EG=3087.2	FG=3087.49	EG=3086.8	FG=3087.02	EG=3086.6	FG=3086.86 EG=3086.6	FG=3086.85	FG=3086.98	EG=3087.0	FG=3087.22	
0	18+				+50	20-	+00 20-	+50 2	1+	-00 21-	+50			22+	-50 23-		8+50			2



SquareRoot	
services	
Hobbs, NM 88242-9032	
Services.et T801 N. Butlier Dr. Hobbs, NM 88242-9032 Squarerootservices.net ST5-231-7347 SHEET DETAIL: PLAN & PROFILE STA. 13+00 - STA. 26+50 PROJECT NAME: WYOMING AVENUE FOR CLIENT: LEA COUNTY PROJECT NUMBER: 22057 PROJECT NUMBER: 22057 PROJECT NUMBER: LPS GRAPHIC SCALE 0 50' GRAPHIC SCALE 0 50' GRAPHIC SCALE 0 50' SCALE: 1° = 50' (IN FEET)	
SHEET DETAIL:]
PLAN & PROFILE	
STA. 13+00 - STA. 26+50	
PROJECT NAME:	
FOR	
CLIENT:	
Jeremy Baker, PE	
LPS	
REVISIONS	
No. DATE DESCRIPTION	
	_
	_
III/10/2022	
SHEET: 23 of 29 3 - 2	



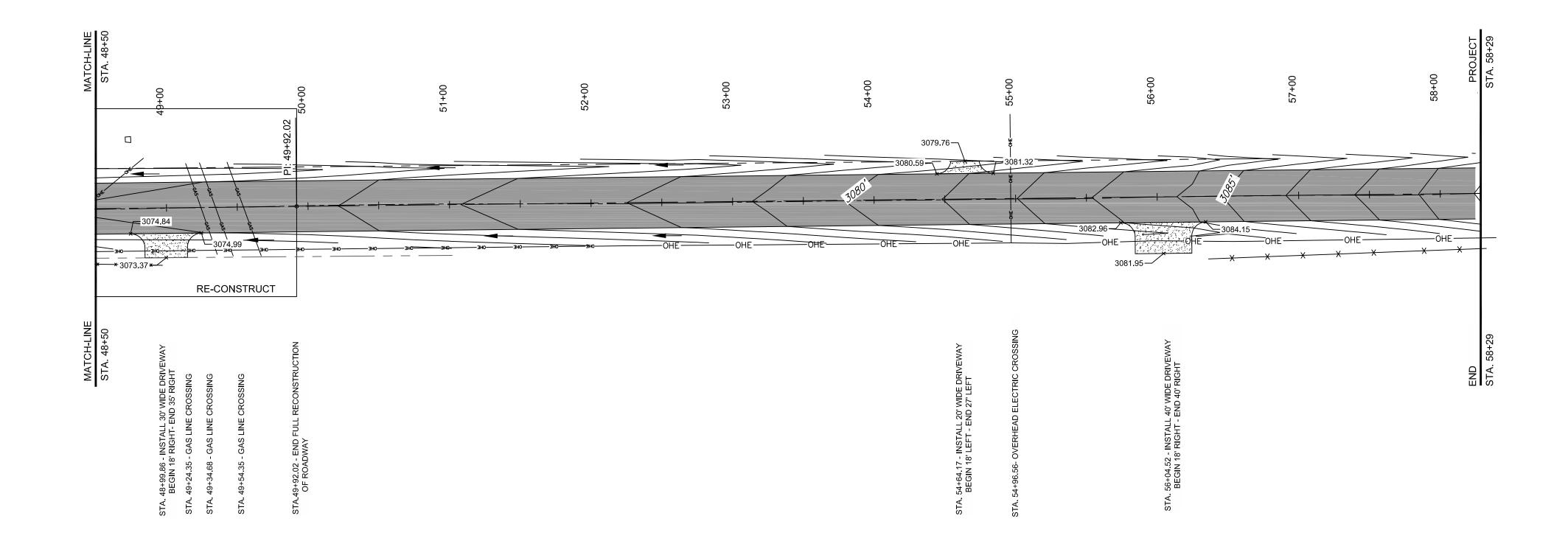


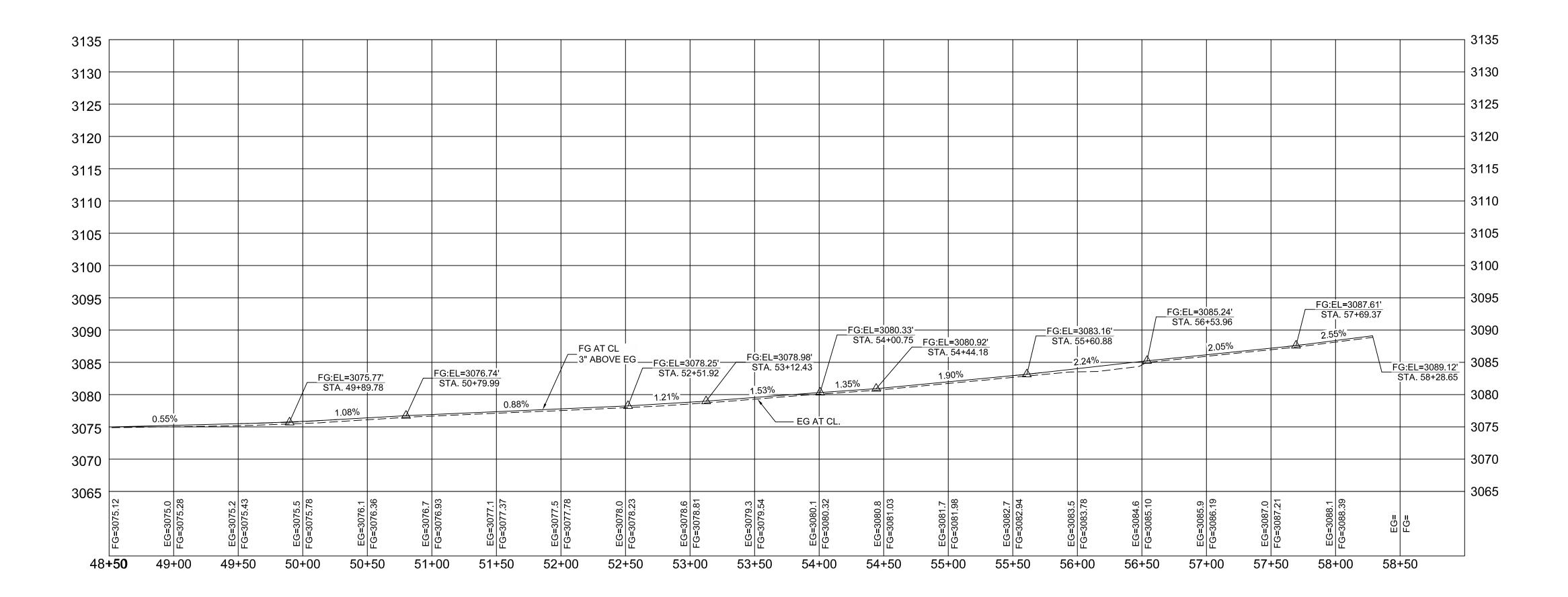


WYOMING AVENUE

(STA. 38+00 TO STA. 48+50)

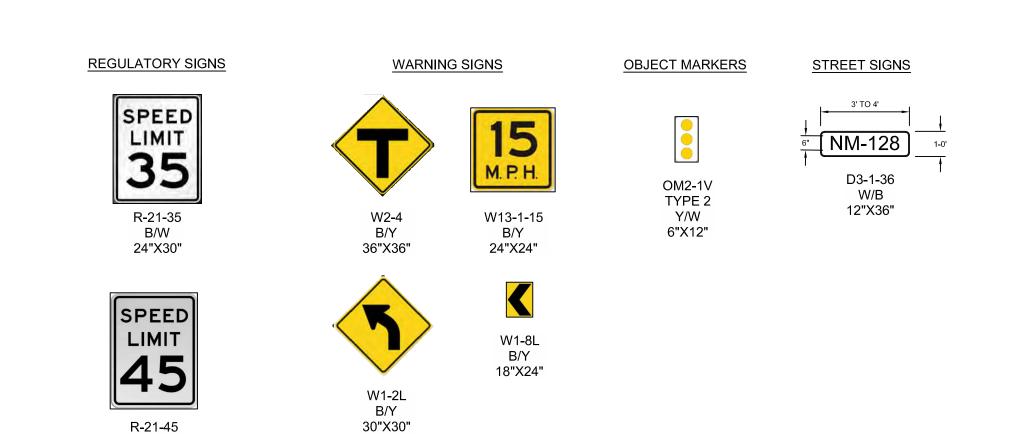
	A series of the
с	FOR LIENT: LEA COUNTY, NEW MEXICO
F	PROJECT NUMBER: 22057
	ROJECT SURVEYOR: Jeremy Baker, PE RAWN BY: LPS
	GRAPHIC SCALE
N	REVISIONS
	THE BARES EN MERCESSIONIN EN THE
	SHEET: 25 of 29 3 - 4





WYOMING AVENUE (STA. 48+50 TO STA.58+29)

SquareRoot Services Engineering Surveying 7801 N. Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347
SHEET DETAIL: PLAN & PROFILE STA. 48+50 - STA. 58+29
PROJECT NAME:
WYOMING AVENUE
FOR CLIENT: LEA COUNTY, NEW MEXICO
PROJECT NUMBER:
PROJECT SURVEYOR: Jeremy Baker, PE DRAWN BY: LPS
GRAPHIC SCALE
SCALE: 1" = 50' (IN FEET)
REVISIONS No. DATE DESCRIPTION
III/10/2022
SHEET: 26 of 29 3 - 5



W1-2R

B/Y

30"X30"

B/W

24"X30"

		1	PROJECT USE			44	1			1
			TOTAL			42.5				
30+00	25	RIGHT	SPEED LIMIT 45 MPH	R2-1-45	24"X30"	5		12		
28+50	25	LEFT	W-SPEED LIMIT 15 MPH	W13-1-15	24"X24"	4				
28+50	25	LEFT	WARNING ARROW	W1-2R	30"X30"	6.25		12		
26+70	20	RIGHT	WARNING ARROW	W1-8L	18"X24"	3		12		
26+35	20	RIGHT	WARNING ARROW	W1-8L	18"X24"	3		12		
26+03	20	RIGHT	WARNING ARROW	W1-8L	18"X24"	3		12		
25+72	20	RIGHT	WARNING ARROW	W1-8L	18"X24"	3		12		
24+00	20	RIGHT	W-SPEED LIMIT 15 MPH	W13-1-15	24"X24"	4				
24+00	20	RIGHT	WARNING ARROW	W1-2L	30"X30"	6.25		12		
3+00	20	RIGHT	SPEED LIMIT 35 MPH	R2-1	24"X30"	5		12		
STATION	OFFSET	SIDE	SIGN DESCRIPTION	CODE	DIMENSION	S.F.	LEFT	CENTER	RIGHT	
	SIGN LOCATION		7010	000-PANELS	SIGN			STEEL	POST (L.F.)	
							70	1100 - STEE FOR ALUM	L POST ANI 1INIUM PAN	

704000 - RETROREFLECTORIZED PAINTED MARKING 4" (SOLID YELLOW)

STATION	OFFSET	ТО	STATION	OFFSET	L.F.	REMARKS
1+00	1 LT		28+50	1 LT	2750	4" SOLID YELLOW
1+00	1 RT		28+50	1 RT	2750	4" SOLID YELLOW
TOTAL (1 APPLICATION)				5500.00		
TOTAL (2 APPLICATION)				11000.00		
PROJECT USE			11050.00			

704000 - RETROREFLECTORIZED PAINTED MARKING 4" (BROKEN YELLOW)

STATION	OFFSET	ТО	STATION	OFFSET	L.F.	REMARKS
28+50	CL		58+29	CL	2979	4" BROKEN YELLOW
TOTAL (1 APPLICATION)				2979		
TOTAL (2 APPLICATION)				5958		
PROJECT USE			6000			

704000 - RETROREFLECTORIZED PAINTED MARKING 4" (SOLID WHITE)

					•	,
STATION	OFFSET	ТО	STATION	OFFSET	L.F.	REMARKS
1+00	12 LT		58+29	12 LT	5729	4" SOLID WHITE
1+00	12 RT		58+29	12 RT	5729	4" SOLID WHITE
TOTAL (1 APPLICATION)				11458.00		
TOTAL (2 APPLICATION)				22916.00		
PROJECT USE			22950.00			

GENERAL NOTES FOR PERMANENT SIGNING:

- 1. ALL SIGNS SHALL BE INSTALLED PER SCHEDULE PROVIDED ON THIS SHEET.
- 2. ONLY 0.125 INCHES THICK ALUMINUM PANEL SIGNS ARE PERMITTED FOR WARNING AND REGULATORY SIGNS.
- 3. QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE. THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES INSTALLED.
- 4. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2019 EDITION AND APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THE DEVICES SHALL COMPLY WITH CURRENT EDITION, WITH LATEST REVISIONS OF THE MUTCD.
- 5. EACH SIGN FACE SHOWN ON PLANS SHALL MEET THE SPECIFICATIONS IN THE STANDARD HIGHWAY SIGNS MANUAL CURRENT EDITION FOR PROPER ARRANGEMENT, SPACING OF LETTERS, LETTER HEIGHT, SYMBOLS AND BORDERS FOR THE SPECIFIED SIZE AND MESSAGE AS SHOWN ON PLANS.
- ALL SIGNING HARDWARE, INCLUDING BRACKETS, (FOR MOUNTING ALL STREET NAME SIGNS, W1-8-30 BACK TO BACK MOUNTING, ETC.) ARE CONSIDERED INCIDENTAL TO SIGN INSTALLATION. THEREFORE, NO SEPARATE PAYMENT WILL BE MADE.
- 7. SIGN POSTS SHALL BE 2"X2" SQUARE TUBING AS APPROVED BY THE OWNER'S REPRESENTATIVE.
- 8. CONTRACTOR SHALL FIELD VERIFY ALL SIGNING INFORMATION, TEXT, AND LOCATIONS PRIOR TO FABRICATION AND INSTALLATION. NEW SIGN LOCATIONS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

GENERAL NOTES FOR STRIPING:

- 1. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION AND THE CURRENT EDITION OF THE MUTCD.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LAYOUT AND INSTALLATION OF PAVEMENT MARKINGS ON FINAL SURFACE COURSE. THE LAYOUT OF ALL PAVEMENT MARKINGS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO THE APPLICATION OF MATERIALS.
- 3. THE PAVEMENT MARKING DRAWINGS ARE SCHEMATIC ONLY. THE CONTRACTOR SHALL FOLLOW ALL DIMENSIONS, DETAILS AND STANDARDS WHEN INSTALLING PAVEMENT, STRIPING, MARKINGS AND MARKERS

BASE POST . SIGNS					
	BASE POST				
TOTAL	(L.F)				
12	3.5				
24	7				
12	3.5				
12	3.5				
12	3.5				
12	3.5				
24	7				
12	3.5				
155					
160					

STATION	OFFSET	SIDE	SIGN DESCRIPTION	CODE	DIMENSION	EACH
4+09	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
4+57	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
5+10	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
5+58	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
6+33	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
6+81	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
7+94	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
8+43	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
9+24	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
9+32	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
9+72	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
10+02	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
11+02	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
12+00	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
12+98	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
13+44	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
13+93	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
14+52	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
15+42	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
15+89	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
22+14	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
22+55	25	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
28+78	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
29+25	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
31+90	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
32+36	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
34+60	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
35+05	25	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
43+70	20	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
43+70	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
43+82	20	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
43+82	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
43+82	20	RIGHT	OBJECT MARKER	OM 2-1V	6"X12"	1
44+20	20	LEFT	OBJECT MARKER	OM 2-1V	6"X12"	1
			TOTAL			34
			PROJECT USE			34

703002 - OBJECT MARKER TYPE 2

SIGN LEGEND

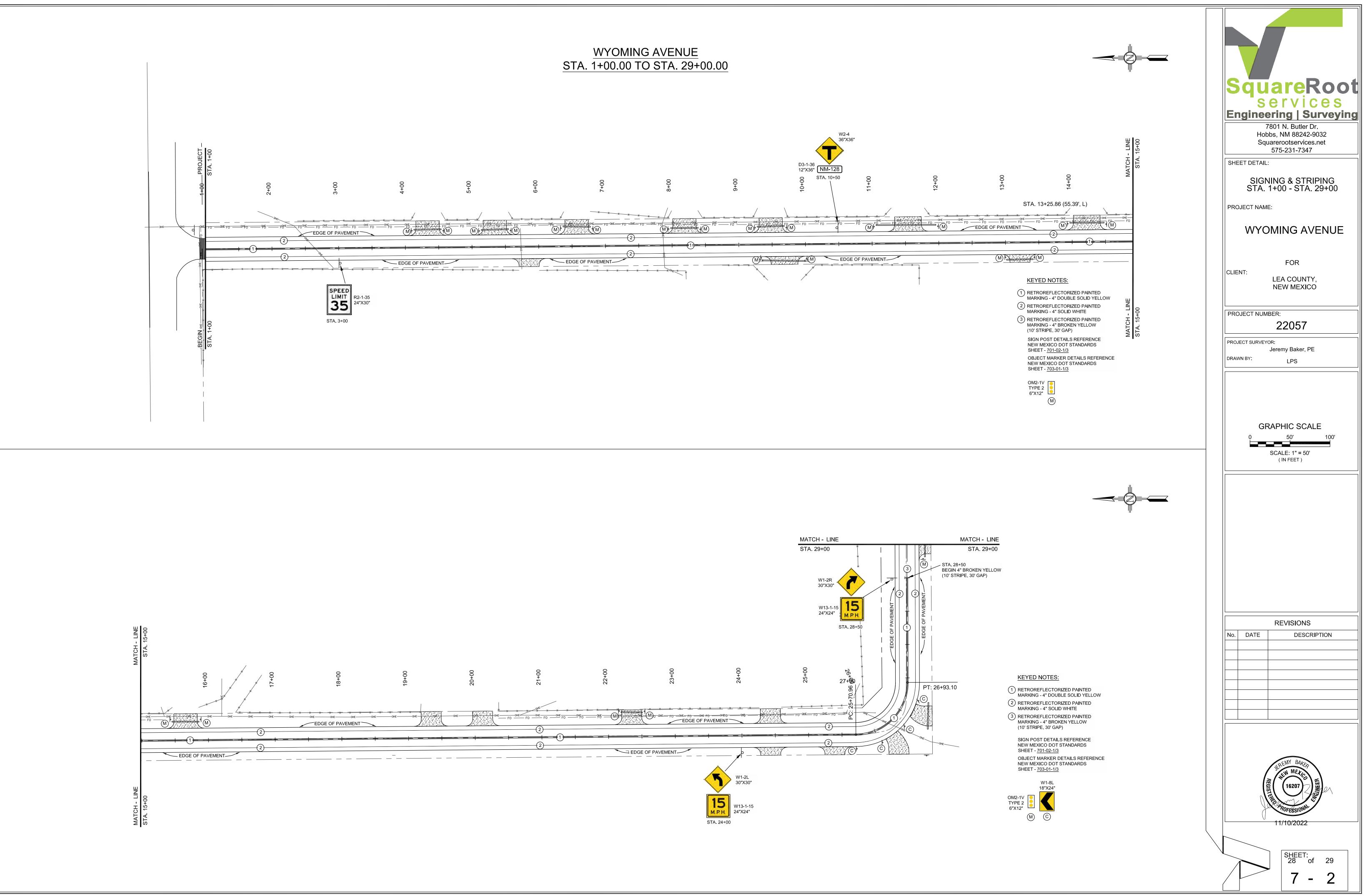
D3-1-36	MUTCD SIGN CODE
W/B	SIGN COLOR
12"X36"	SIGN DIMENSION

/	MUTCD SIGN CODE
/	SIGN COLOR
D3-1-36	SIGN DIMENSION

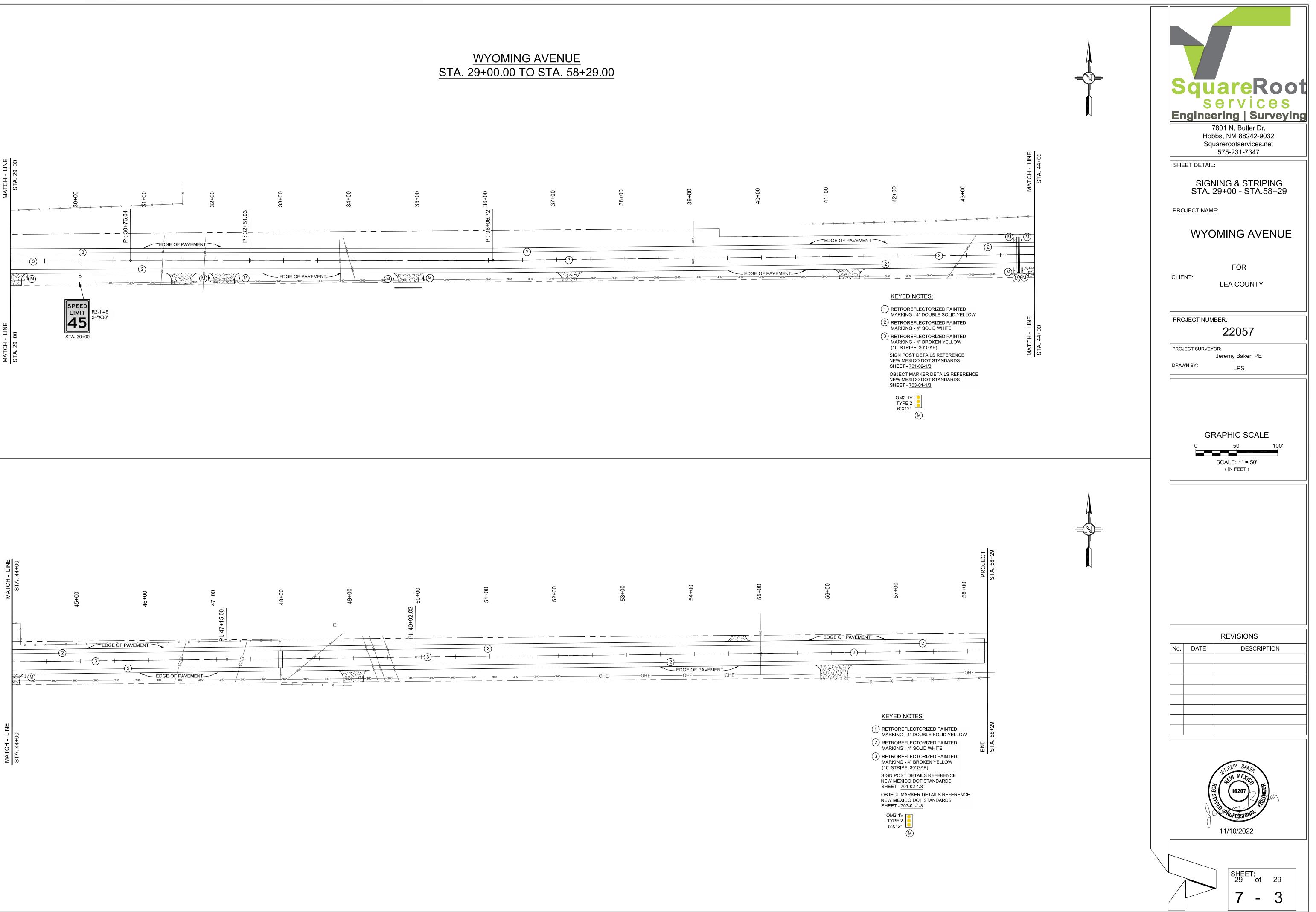
SIGN LEGEND

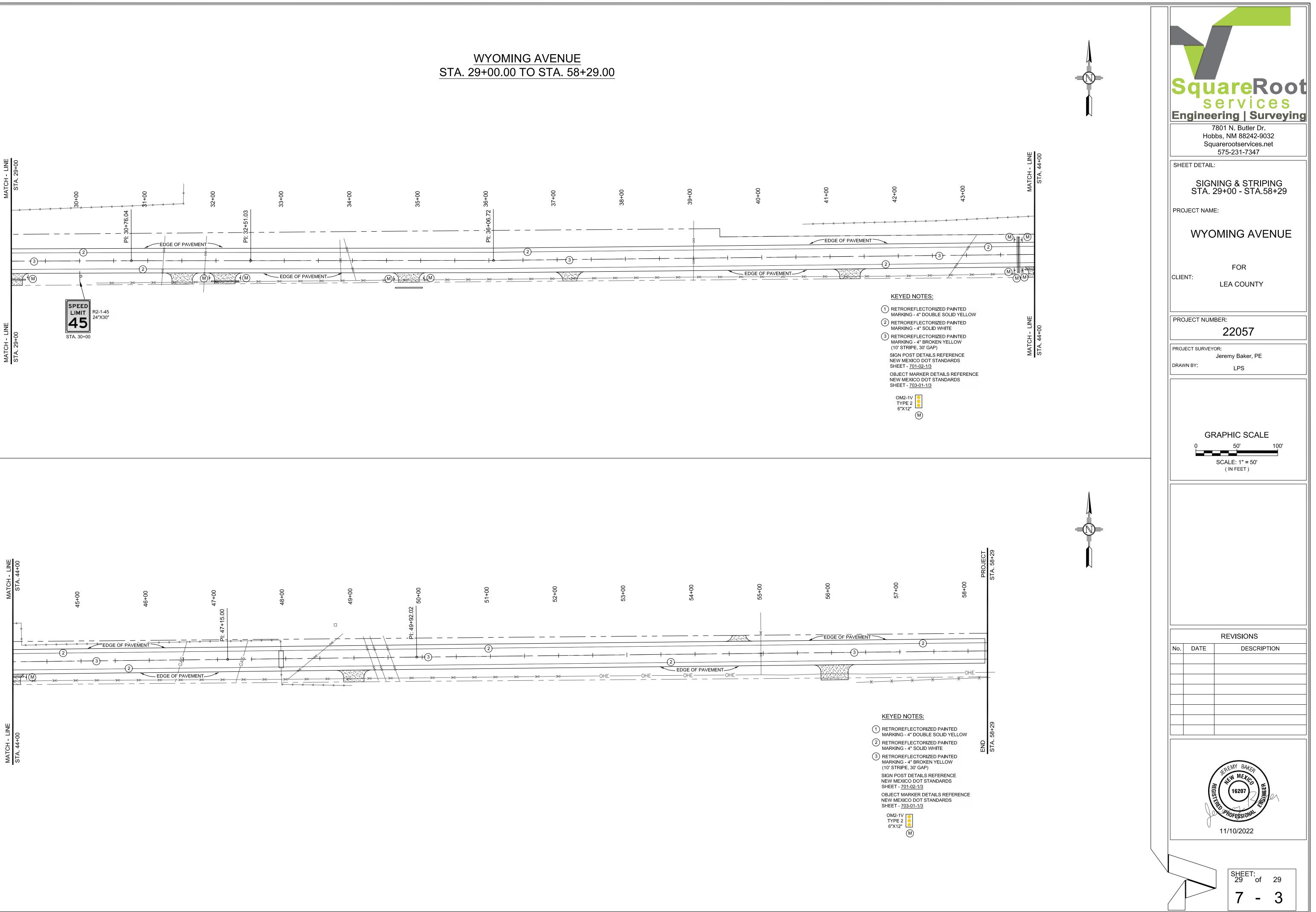
(LEGEND/BAC	KGROUND)	
W- WHITE	B-BLACK	R-RED
Y-YELLOW	BL-BLUE	G-GREEN
O-ORANGE	BR-BROWN	S-SILVEF
FYG-FLUORES	SCENT ORANGE	
FYG-FLUORES	SCENT YELLOW-G	REEN

	╗					
SquareRoos SquareRoos Services Engineering Surveying Rann Butler Dr. Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347 SHEET DETAIL: PERMANENT SIGNING AND STRIPING NOTES PROJECT NAME:						
FOR CLIENT: LEA COUNTY						
PROJECT NUMBER:						
22057						
PROJECT SURVEYOR:						
Jeremy Baker, PE DRAWN BY: LPS						
REVISIONS						
No. DATE DESCRIPTION						
	-					
THE PROPESSION AND THE PROPESSIO						
SHEET: 27 of 29						
7 - 1						









SECTION 3 – BID FORM

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

To:	County Commission
	Lea County
	Courthouse 100
	North Main
	Lovington, NM 88260
Date:	11-29-2022

Bid of Ramirez & Sons Inc(hereinaftercalled"BIDDER"), organized and existing under the laws of the State of New Mexicoto theCounty Commission of Lea County (hereinafter called "OWNER").

WYOMING AVENUE

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the **WYOMING AVENUE**, 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 <u>Sunday</u>, <u>November 6</u>, 2022.
- 2. New Mexico State Highway and Transportation Department <u>Standard Specifications for Highway and Bridge Construction, 2019</u> <u>Edition</u>
- 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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

	BASE BID	and and the first of the second							
ITEM	DESCRIPTION	UNIT	QTY.		UNIT		AMOUNT		
NO.				L	PRICE				
201000	CLEARING AND GRUBBING	ACRE	6.12	\$	3,500.00	\$	21,420.00		
203000	UNCLASSIFIED EXCAVATION	C.Y.	4,271	\$	10.00	<u>\$</u>	42,710.00		
207000	SUBGRADE PREPARATION	S.Y.	22,734	\$	2.00	\$	in the second		
303180	8" FLEXIBLE BASE COURSE	S.Y.	18,514	\$	14.00		\$ 259,196.00		
407000	TACK COAT MATERIAL	S.Y.	12,548	\$	0.50	\$	6,274.00		
409000	AGGREGATE PRIME COAT MATERIAL	S.Y.	13,675	\$	4.50	\$	61,537.50		
423270	HMA SP-IV 3" COMPLETE	S.Y.	27,699	\$	22.50	\$	623,227.50		
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24,520	\$	2.50	\$	61,300.00		
570018	18" CULVERT PIPE	L.F.	32	\$	135.00	\$	4,320.00		
570150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160	\$	140.00	\$	22,400.00		
570950	REINSTALLING CULVERT PIPE	L.F.	75	\$	65.00	\$	4,875.00		
601110	REMOVAL OF SURFACE	S.Y.	1150	\$	1.50	\$	1,725.00		
602010	RIPRAP CLASS B	C.Y.	45	\$	200.00	\$	9,000.00		
603220	CHECK DAM TYPE I	L.F.	282	\$	25.00	\$	7,050.00		
603281	SWIPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$	3,000.00	\$	3,000.00		
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$	21,000.00	\$	21,000.00		
621000	MOBILIZATION	LS	1	\$	90,000.00	\$	90,000.00		
632000	CLASS A SEEDING	ACRE	4.2	\$	11,000.00	\$	46,200.00		
701000	PANEL SIGNS	S.F.	44	\$	65.00	\$	2,860.00		
701100	STEEL POST AND BASE POST FOR ALUMINIUM	L.F.	160	\$	20.00	\$	3,200.00		
	PANEL SIGNS								
703002	OBJECT MARKER TYPE 2	EACH	34	\$	40.00	\$	1,360.00		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	11,050	\$	0,30	\$	3,315.00		
	(SOLID YELLOW)								
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" L.F. 22,950 \$		0.30	\$	6,885.00				
	(SOLID WHITE)								
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	6,000	\$	0.30	\$	1,800.00		
	(BROKEN YELLOW)			L					
801000	CONSTRUCTION STAKING BY CONTRACTOR					25,000.00			
802000	OST CONSTRUCTION PLANS LS 1 \$ 2,000.00				\$	2,000.00			
BASE BID TOTAL \$					\$	1,377,123.00			

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

TOTAL BASE BID

\$ 1,377,123.00

TOTAL BASE BID, IN WRITING:

One Million, Three Hundred Seventy Seven Thousand, One Hundred Twenty Three Dollars and No/100

Important: Bidders must submit total base bid for Phase I and II and alternate bid for Phase III of this project.

<u>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.</u>

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

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

Date <u>11-22-2022</u>
Date

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

The Bid is hereby respectfully submitted by:

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<u>Alonzo Ramirez III, President</u> Name of Bidder

Addendum No. 1 November 22, 2022

COUNTY OF LEA LEA COUNTY, NEW MEXICO



WYOMING AVENUE RECONSTRUCTION COMMODITY CODE # 91371 - BID # 09 - (22-23)

NOTICE TO BIDDERS:

- 1. This Addendum is issued to all plan holders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- 2. The Bidder shall acknowledge receipt of this Addendum in Section 3 Bid Form, page 19.
- 3. All terms, conditions, and requirements of the original project manual and construction documents shall remain in place unless explicitly mentioned in this Addendum.
- 4. All bids shall be sealed, addressed and delivered <u>no later than 2:00 p.m. (local time) on</u> Tuesday, <u>November 29, 2022</u> to the:
 - Finance Director Finance Department, 4th Floor Lea County Courthouse 100 N. Main, Suite 11 Lovington, New Mexico 88260-4030
- 5. Bids will be officially opened and publicly read aloud <u>after 2:00 p.m. (local time) on</u> Tuesday, November 29, 2022 in the:

Commission Chambers, 1 st Floor Lea County Courthouse 100 N. Main Lovington, New Mexico 88260

Addendum No. 1 November 22, 2022

6. Replace Bid Form with attached showing revised Bid items and quantities Page 17- Section 3 Bid Form.

7. Item 201000 Clearing and Grubbing is the total ROW width less the existing pavement with average width of 22 feet. No site will be provided for Clear and Grub materials.

8. Replace the following Plan Sheets, see descriptions below of changes.

Sheet 1- 3– Summary of Quantities and Index of sheets

1. Line Items Added and Quantities Corrected

Sheet 1-4 – Schedule of Quantities

1. Schedule of quantities has been updated per change in surfacing schedule

Sheet 2-1 – Roadway Sections

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1. The call-out targets for roadway materials have been corrected

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

Acknowledgement of this Addendum is required in Section 3 -Bid Form, Page 19.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

(SEAL) if Bid is by Corp.

New Mexico Contractor's License Number

NM83020

New Mexico Contractors License Classifications GA01, GA98, GF01, GF09, GS04, GS05, GS08

New Mexico Resident Veterans Preference Number

L0309028528

New Mexico Workforce Solutions Dept. Registration Number

002529520120917 Federal Employer Tax ID no.

74-2823367

Federal Employer Tax ID No.

State of New Mexico Tax ID No.

02-307856-00-1

By (Signature) Date

<u>Alonzo Ramirez III, President</u> Printed Name and Title

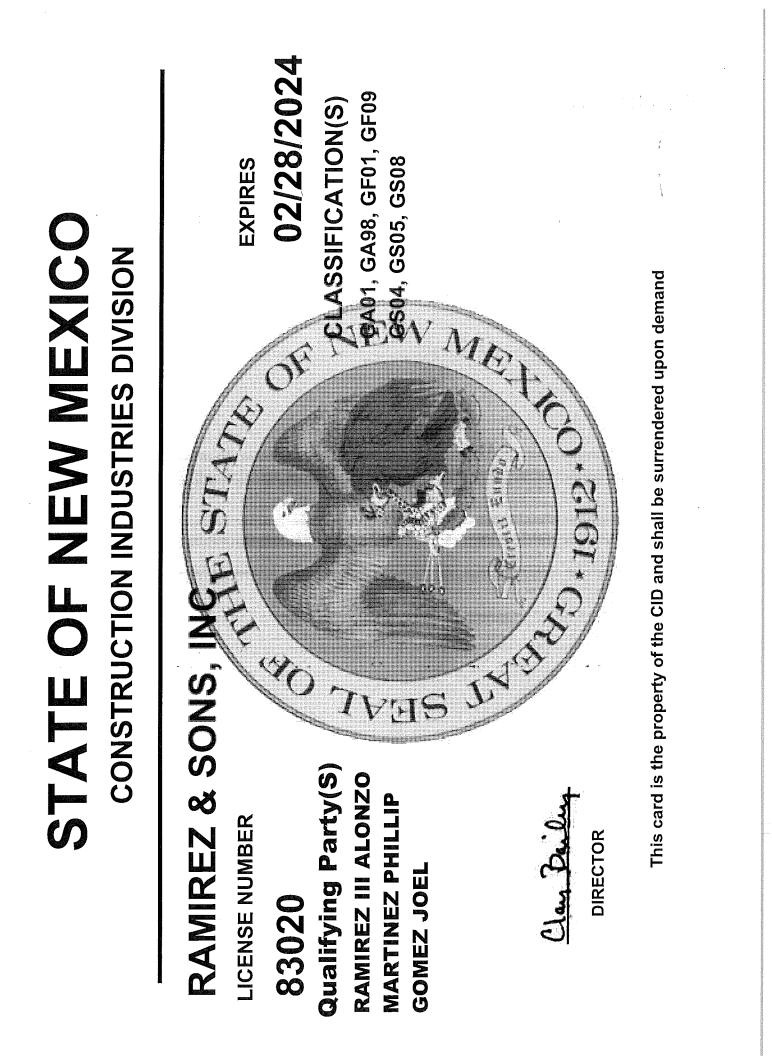
<u>3404 N Enterprise Dr</u> Address

Hobbs, NM 88240 City & State Zip

575-492-0480

Telephone

debra@ramirezandsonsinc.com Email Address



WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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
Signage & Pavement Markir	igs San Bar Const Corp	Albuquerque, NM
SWPPP / Class A Seeding	E2RC	Bernalillo, NM
Anna Anna Anna Anna Anna Anna Anna Anna		

Note:

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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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable

public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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):

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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.

WYOMING AVENUE
COMMODITY CODE# 91371
BID #09-(22-23)

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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.

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Â Signature

11-29-2022 Date

Alonzo Ramirez III, President Title (Position)

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

Ramirez & Sons Inc (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:

 \Box 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:

X 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."

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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: <u>L0309028528</u>

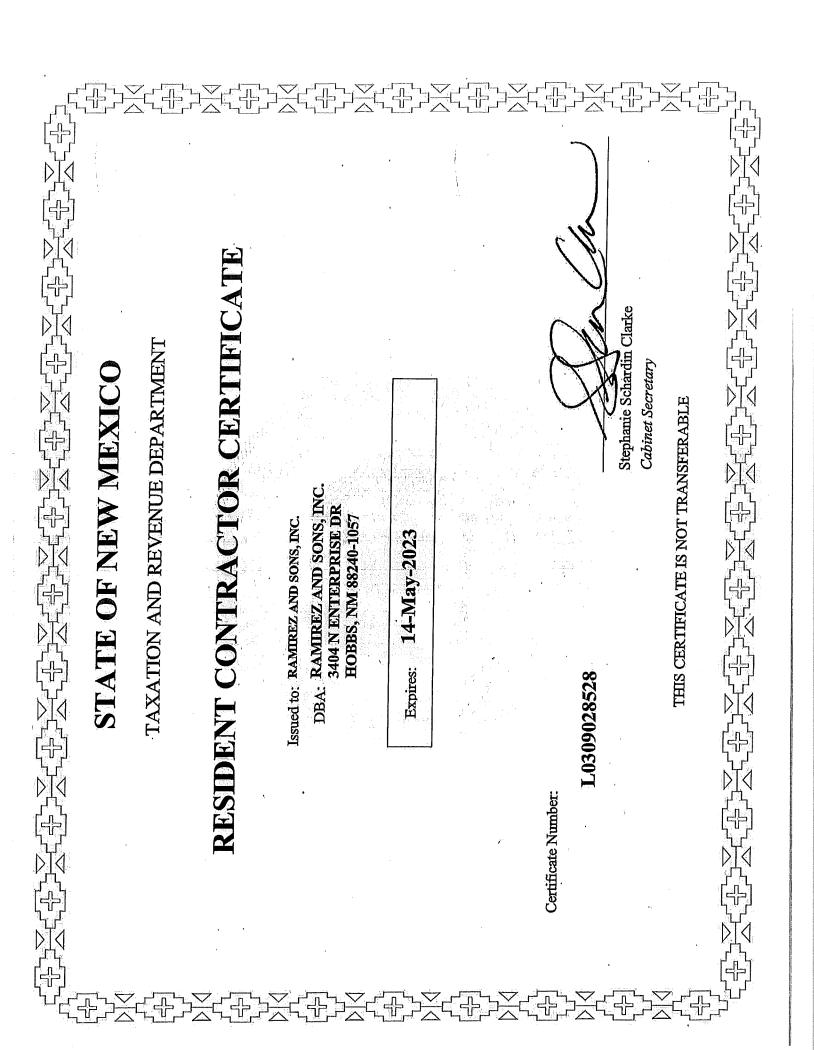
(Signature of Business Representative)

<u>11-29-2022</u> (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.



WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 _X___

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?		<u> X </u>
Receiving, furnishing of goods, services or facilities?		<u> X </u>
Commissions or royalty payments		<u> X </u>

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

Yes _____ No <u>X</u>___

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 _X___

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 _X___

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

Date: 11-29-2022

Signature of Owner or Company President:

Print Name and Title: Alonzo Ramirez III, President

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

Date: 11-29-2022

Signature of Authorized Representative:

Print Name and Title: Alonzo Ramirez III, President

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

NON-COLLUSION AFFIDAVIT

STATE OF <u>New Mexico</u> COUNTY OF <u>Lea</u>

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 Sounty of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his besidess.

any the By:

Name & Title. Alonzo Ramirez III, President

SECTION 4 – BID GUARANTY

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 submittedthe Accompanying Bid, dated the 29thday of Novemberto the2022

County of Lea, New Mexico, for:

WYOMING AVENUE

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 <u>29th</u> day of <u>November</u> 202<u>2</u> 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.

	/YOMING AVENUE MODITY CODE# 91371 BID #09-(22-23)
ATTEST (SEAL) Witness as to Principal ATTEST (SEAL) ATTEST SEAL) MAMMAMA <u>Robin Maples</u> Witness as to Surety	Ramirez & Sons Inc Principal By:
COUNTERSIGNED: By: Attorney-in-Fact, State of	
Power-of-Attorney for person signing for	 Surety Company must be attached to bond.



(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

WILLIAMW.BURKE, SHAWN GUSTAFSON, STACEY BOSWELL, WILLIAMW. BURKE JR., EACH INDIVIDUALLY FIDELITY & SURETY UNITED FIRE GROUP FIDELITY & SURETY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire March 24th, 2023

expire March 24In, 2023 COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY. "Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority

previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of November ,2022



UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis & Richma Vice President

State of Iowa, County of Linn, ss:



Yudition A Journe Notary Public My commission expires: 04/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that 1 have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney fas not been revoked and is now in full force and effect.

In testimony where of L have here unto subscribed my name and affixed the corporate seal of the said Corporations. this 29th day of November 29 2022.



By Mary A Bertsch

Assistant Secretary, UF&C, UF&I & FPIC

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

AGENT'S AFFIDAVIT

Supplements to Bid Forms Section 00422 This Form must be used by Surety

contractor, as principal and

13

als

as Surety

STATE OF New Mexico)

.

COUNTY OF Doña Ana)

William W. Burke Jr. being first duly sworn deposes and says:

That he/she is the duly appointed agent for United Fire & Casualty Company

118 Second Ave. SE,

Cedar Rapids, IA 52401

and licensed or authorized to do business in the State of New Mexico.

) ss.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of **Wyoming Avenue Commodity**

dated the <u>29th</u> day of <u>November</u>, <u>2022</u>, executed by:

Ramirez & Sons Inc

United Fire & Casualty Company

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full \tilde{v} commission thereon has been or will be retained by him/her.

Agent, William W. Burke Jr, Attorney in Fact

Subscribed and sworn to before me this <u>29th</u> day of <u>November</u>, 2022.

Notary Public

My commission expires: February 8, 2025

Agent's Address:Burke Insurance Group, LLC1690 S. Telshor Blvd.Las Cruces, New Mexico 88011Telephone Number (575) 524-2222

ROBIN L. MAPLES NOTARY PUBLIC STATE OF NEW MEXICO COMMISSION # 1083091 COMMISSION EXPIRES: 02-08-2025

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

SECTION 7 – CONSTRUCTION CONTRACT

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

This is an agreement made by and between the <u>County of Lea, New Mexico</u>, hereinafter called the "OWNER" and <u>Alonzo Ramirez III, President</u> of

Ramirez & Sons Inc hereinafter referred to as "CONTRACTOR",

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

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

WYOMING AVENUE

and more fully described as follows, to-wit:

Furnish and install <u>WYOMING AVENUE</u> 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 <u>Standard Specifications for Highway and Bridge Construction</u>, 2019 Edition, as amended and revised by the <u>Supplemental Specifications</u>, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses <u>Standard Specifications for Highway and Bridge Construction</u>, 2019 Edition.

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
- 0. Supplemental Specifications

<u>Price</u>. 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 shown on the Bid. The Bid sets forth the

Total Bid Price

\$ 1,377,123.00

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

<u>State Wage Rates</u>. 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.

<u>Termination of Contract</u>. 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.

<u>Time for Completion: Liquidated Damages</u>. 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.

<u>Payment</u>. 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 our 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, is 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.

<u>Miscellaneous</u>. 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:

Title_

THE COUNTY OF LEA. NEW MEXICO

Ву_____

Finance Director

APPROVED AS TO FORM:

County Attorney



CONTRACTOR:

Ramirez & Sons Inc By

Title_Alonzo Ramirez III, President

SECTION 8 – CERTIFICATE OF INSURANCE WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23) 1 STATE OF NEW MEXICO COUNTY OF Lea SUBSCRIBED and sworn to before me by Ramirez & Sons Inc (Contractor) this<u>29th</u>day of <u>November</u> 2022 ARYP Notary Public: COMM # Debra R 1083569 EXPIRES My Commission Expires: August 25, 2025 8-25-2025

- 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 <u>must</u> clear up problem with S.C.C. before contract is executed.

Certificate of Insurance- Page 8.1

SECTION 8 – CERTIFICATE OF INSURANCE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.

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C B R	HIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRM ELOW. THIS CERTIFICATE OF EPRESENTATIVE OR PRODUCER	ATIVELY INSURAN , AND TH	' OR NEGATIVELY / NCE DOES NOT CO IE CERTIFICATE HOI	AMEND, EXTE NSTITUTE A _DER.	OR ALT	ER THE CO BETWEEN 1	THE ISSUING INSURER	S), AU	THORIZED
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PRO	DUCER			CONT	i Dianne Da	wkins	EAN		
Bu 169	rke Insurance Group, LLC 90 S. Telshor Blvd			PHON (A/C, 1 É-MAI	lo, Ext): 373-32	4-2222 x1	FAX (A/C, No):		
	s Cruces NM 88011			ADDR	ESS: QUAWKINS		rance.com RDING COVERAGE		NAIC #
				INSUF	ERA: Westfield				24112
	IRED		R/		ек в : Builders			*	52519
	mirez & Sons, Inc 04 North Enterprise Drive			INSUF	ER C :		and the second sec		
	bbs NM 88240				ERD:				
	VERAGES	ERTIFIC	ATE NUMBER: 5455	88784			REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLI IDICATED. NOTWITHSTANDING AN	REQUIR	NSURANCE LISTED BE EMENT, TERM OR CO	LOW HAVE BE NDITION OF A	Y CONTRACT	S DESCRIBE	D HEREIN IS SUBJECT TO	. 10	which inio
E INSR LTR	XCLUSIONS AND CONDITIONS OF SU	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	TYPE OF INSURANCE	INSD Y	Y CMM103213H		9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000 \$2,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000	
								\$	· · · · · · · · · · · · · · · · · · ·
A	AUTOMOBILE LIABILITY	Y	Y CMM103213H		9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
							BODILY INJURY (Per person)	\$ \$	
	OWNED AUTOS ONLY HIRED X NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	· · · ·
	X HIRED AUTOS ONLY X AUTOS ONLY						(Per accident) Hired Non-Owned Liab	\$ 1,000	,000
A	X UMBRELLA LIAB X OCCUR		CMM103213H		9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 3,000	,000
	EXCESS LIAB CLAIMS-N	ADE					AGGREGATE	\$ 3,000	,000
	DED X RETENTION \$ 0					414/0000	V PER OTH-	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	/ N	Y WC-100-0003776-	2022A	1/1/2022	1/1/2023	X PER OTH- STATUTE ER E.L. EACH ACCIDENT	\$ 2,000	000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE		
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 2,000	
Pro CC	CRIPTION OF OPERATIONS / LOCATIONS / V oject: WYOMING AVENUE MMODITY CODE# 91371 D #09-(22-23)	HICLES (A	CORD 101, Additional Rema	rks Schedule, may	be attached if mor	e space is requi	red)	L	
	e Attached RTIFICATE HOLDER			CAN	CELLATION				
	LEA COUNTY, NEW N Finance Department, 4 County Courthouse	EXICO h Floor I	Lea	SH TH AC	OULD ANY OF E EXPIRATIOI CORDANCE WI	N DATE TH	DESCRIBED POLICIES BE C, EREOF, NOTICE WILL E CY PROVISIONS.	ANCELI BE DE	led Before Livered in
	100 North Main, Suite Lovington NM 99260	1		AUTH	orized represe		-		
J					© 19	988-2015 AC	ORD CORPORATION.	All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD

		AGEN	ICY CUSTOMER ID: <u>RAMI&SO</u> LOC #:		
ACORD	ADDITION	AL REMA	RKS SCHEDULE	I	Page <u>1</u> of <u>1</u>
BENCY Burke Insurance Group, LLC			NAMED INSURED Ramirez & Sons, Inc 3404 North Enterprise Drive		
			Hobbs NM 88240		
ARRIER		NAIC CODE	EFFECTIVE DATE:		
DDITIONAL REMARKS					
HIS ADDITIONAL REMARKS FORM DRM NUMBER:FORM	I IS A SCHEDULE TO A I TITLE: <u>CERTIFICATE</u>	OF LIABILITY I	NSURANCE		
			A 1991 I Louis d'Endersement	fer engling and completed	onoration for
A COUNTY, NEW MEXICO and Own eneral Liability as required by written mpensation per written contract. A w d workers compensation policies per	per are named as Addition contract. LEA COUNTY, aiver of subrogation exist	NEW MEXICO a sts in favor of LE	Additional Insured Endorsement and Owner are named as Additic A COUNTY, NEW MEXICO and	onal Insured on all policies e Owner as to the general lia	except Worker's bility, auto, umbrella
d workers compensation policies per ncellation applies.	written contract. The ger	neral liability, aut	o policies are primary and non-c	ontributory. Thirty (30) day	written notice of

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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:

> **Finance Director** 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 WYOMING AVENUE BID #09-(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-22-2675-A

SUMMARY OF QUANTITIES

ITEM	DESCRIPTION	UNIT	ESTIMATED	FINAL QUANTITY
NUMBER			QUANTITY	
201000	CLEARING AND GRUBBING	ACRE	6,12	
203000	UNCLASSIFIED EXCAVATION	C.Y.	4271	
207000	SUBGRADE PREPARATION	S.Y.	22734	
303180	8" FLEXIBLE BASE COURSE	S.Y.	18514	
407000	TACK COAT MATERIAL	S.Y.	12548	
409000	AGGREGATE PRIME COAT MATERIAL	S.Y.	13675	
423270	HMA SP-IV 3" COMPLETE	S.Y.	27699	
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24S20	
570 <u>01</u> 8	18" CULVERT PIPE	L.F.	32	
\$70150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160	
570950	REINSTALLING CULVERT PIPE	L,F,	75	
601110 /	REMOVAL OF SURFACE	S.Y.	1150	
692019	RIPRAP CLASS B	C.Y.	45	
603220	CHECK DAM TYPE I	L.F.	282	
603281	SWIPP PLAN PREPARATION AND MAINTENANCE	ى	1	
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	
621000	MOBILIZATION	LS	1	
632000	CLASS A SEEDING	ACRE	4.2	
701000	PANEL SIGNS	S.F.	44	
701100	STEEL POST AND BASE POST FOR ALUMINIUM PANEL SIGNS	L.F.	160	
703002	OBJECT MARKER TYPE 2	EACH	34	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID YELLOW)	L.F.	11050	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (SOLID WHITE)	L.F.	22950	
704000	RETROREFLECTORIZED PAINTED MARKINGS 4" (BROKEN YELLOW)	L.F.	6000	
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	
802000	POST CONSTRUCTION PLANS	LS	1	

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INDEX OF SHEETS

SHEET NO.	DESCRIPTION
	SECTION 1
1-1	COVER SHEET AND VICINITY MAP
1-2	GENERAL NOTES
1-3	SUMMARY OF QUANTITIES AND INDEX OF SHEETS
1-4	SCHEDULE OF QUANTITIES
1 - S	HORIZONTAL ALIGNMENT CONTROL
	SECTION 2
2-1	ROADWAY SECTIONS
2-2	DETAILS
2 - 3	STREET CROSS SECTIONS 1+00 - 6+00
2 - 4	STREET CROSS SECTIONS 7+00 - 12+00
2 - S	STREET CROSS SECTIONS 13+00 - 18+00
2 - 6	STREET CROSS SECTIONS 18+00 - 24+00
2 - 7	STREET CROSS SECTIONS 25+00 - 26+25
2 - 8	STREET CROSS SECTIONS 26+25 -28+00
2 - 9	STREET CROSS SECTIONS 29+00 - 34+00
2 - 10	STREET CROSS SECTIONS 35+00 - 42+00
2 - 11	STREET CROSS SECTIONS 43+00 - 48+00
2 - 12	STREET CROSS SECTIONS 49+00 - 54+00
2 - 13	STREET CROSS SECTIONS 55+00 - 58+28
2 - 15	SWIPP INFROMATION REVEGETATION/EROSION CONTROL PLAN
2 - 16	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
2 - 17	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN
	SECTION 3
3-1	PLAN AND PROFILE STA. 0+00 TO 13+00
3 - 2	PLAN AND PROFILE STA. 13+00 TO 26+50
3-3	PLAN AND PROFILE STA. 26+50 TO 38+00
3-4	PLAN AND PROFILE STA. 38+00 TO 48+50
3-5	PLAN AND PROFILE STA. 48+50 TO 58+29
	SECTION 4
	SECTION 5
	SECTION 6
	TRAFFIC CONTROL - REFERENCE GENERAL NOTES - 2
	SECTION 7
7-1	PERMANENT SIGNING AND STRIPING NOTES
7 - 2	PERMANENT SIGNING AND STRIPING NOTES
7-3	PERMANENT SIGNING AND STRIPING NOTES
	SECTION 8
	SECTION 9
	SECTION 10
	SECTION 11

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1			SquareRoot services Engineering Surveying
			"Services
			7801 N. Butler Dr.
			Hobbs, NM 88242-9032 Squarerootservices.net 575-231-7347
			SHEET DETAIL:
			SUMMARY OF QUANTITIES AND INDEX SHEETS
			PROJECT NAME:
			WYOMING AVENUE
			500
			FOR CLIENT: LEA COUNTY,
			NEW MEXICO
			PROJECT NUMBER:
			22057
			PROJECT ENGINEER: Jeremy Baker, PE
			DRAWN BY: LPS
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24			
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		ļ	REVISIONS
			1 11/22/2022 REVISED CUANTITIES #107000 8 #40900
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		(Y/N)		FT.	FT.	FT.	SQ.YD	FT.	IN.	SQ.YD	FT.	IN.	SQ.YD.	TON	TON 🔪	FT.	SQ.YD.	FT.	SQ.YD.	[
N	AJOR ROADWAY	_													/					
1+00.00 - 30+76.00	TYPICAL-A		WYOMING AVE.	2976	36	27.66	9146	21.83	6	7218	37,25	3	12317	131	21	20	6613	18.S	6117	1
30+76.00 - 32+51.00	FULL-RECONST		WYOMING AVE.	175	36	47.66	927	41.83	6	813	37.25	3	724	8	1	0	0	38.5	749	<
32+51.00 - 47+15.00	TYPICAL -A		WYOMING AVE.	1464	36	27.66	4499	21.83	6	3551	37.25	3	6059	65	10	20	3253	18.5	3009	Ē
47+15,00 - 49+92,00	FULL-RECONST		WYOMING AVE.	277	36	47.66	1467	41.83	6	1287	37.25	3	1146	12	2	0	0	38.5	1185	1
49+92.00 - 58+29.00	TYPICAL-A		WYOMING AVE.	837	36	27.66	2572	21.83	6	2030	37.25	3	3464	37	6	20	1860	18.5	1721	7
ALL DRIVEWAYS	TYPICAL		WYOMING AVE,				2635			2402			2175							_
			PROJECT TOTAL				21247			17302			25887	253	40		11727		12781	
			PROJECT USE				22734			18514			27699	271	42	٦	12548		13675	f
																				7

PAVED DRIVEWAYS

STATION	OFFSET	REMARKS	207000-6"SUBGRADE (S.Y.)	303210-8" FLEXIBLE BASE (S.Y.)	409000-AGGREGATE PRIMER (S.Y.)	423270-HMA SP-IV 3" (S.Y.)	AREA SQ FT	
4+33,20	18' LT	PAVED DRIVEWAY	107.52	98.93	94,2	90.33	813	
5+34.08	18' LT	PAVED DRIVEWAY	107.52	98.93	94.2	90.33	813	
5+85.62	18' RT	PAVED DRIVEWAY	107.52	98.93	94.2	90.33	813	
6+56.74	18' LT	PAVED DRIVEWAY	107.52	98,93	94.2	90.33	813	
8+18,41	18' LT	PAVED DRIVEWAY	107.52	98.93	94.2	90,33	813	· · · ·
9+47.75	18' LT	PAVED DRIVEWAY	107.52	98.93	94.2	90.33	813	
9+68.63	18' RT	PAVED DRIVEWAY	71	62.94	60.29	58.11	523	30
11+53,55	18' LT	PAVED DRIVEWAY	122.1	111.1	106.4	102.56	923	47
13+21.82	18' RT	PAVED DRIVEWAY	53.56	50	47.25	45.00	405	
14+21.83	18' LT	PAVED DRIVEWAY	122.1	111.1	106.4	102.56	923	
15+65.56	18' LT	PAVED DRIVEWAY	107.52	98,93	94.2	90,33	813	L
19+33.93	18' LT	PAVED DRIVEWAY	95.45	86.78	82	78.11	703	
20+11.10	18' LT	PAVED DRIVEWAY	95.45	86.78	82	78.11	703	
22+34.60	18' LT	PAVED DRIVEWAY	95.45	86.78	82	78.11	703	
24+42,52	18' LT	PAVED DRIVEWAY	95,45	86.78	82	78.11	703	
24+43.21	18' RT	PAVED DRIVEWAY	54.72	49.75	47	44.78	403	
25+39.62	18' RT	PAVED DRIVEWAY	54.72	49.75	47	44.78	403	
26+39.15	18' RT	PAVED DRIVEWAY	200.95	182.7	172.67	164.44	1480	
26+50.00	18' RT	PAVED DRIVEWAY	143.25	130.23	123.08	117.22	1055	
29+01.48	18' RT	PAVED DRIVEWAY	78.2	71.1	67.2	64.00	576	
31+50.49	18' RT	PAVED DRIVEWAY	72.77	66.16	62.53	59.56	536	
32+13,12	18' RT	PAVED DRIVEWAY	71.28	64.8	61.25	58.33	525	
34+82.77	18' RT	PAVED DRIVEWAY	63.14	57.4	54.25	51.67	465	
37+18.81	18' RT	PAVED DRIVEWAY	50.95	44.59	41.08	38.22	344	
41+29.22	18' RT	PAVED DRIVEWAY	64.5	58.63	55.42	52.78	475	
44+01.15	18' RT	PAVED DRIVEWAY	49.62	43.42	40	37.22	335	
48+99.86	18' RT	PAVED DRIVEWAY	76.04	69.12	65.33	62.22	560	
54+64.17	18' LT	PAVED DRIVEWAY	32	28	25.8	24.00	216	
56+04.52	18' RT	PAVED DRIVEWAY	119.89	111.33	106.63	102.78	925	

2401.75

2450

601110 - REMOVAL OF SURFACE

					601110	
	REMOVA	L OF SURFA	CING SCHE	DULE	REMOVALOF	REMARKS
					SURFACING	
STATION TO	LANE	LOC.	LENGTH	AVG WIDTH	AREA	
STATION	_		FT.	FT.	SQ.YD.	
30+76.00 - 32+51.00	WB/EB	LT/RT	175	22	427.78	
47+15.00 - 49+92.00	WB/EB	LT/RT	277	22	677.11	
	PROJECT TOTAL					
				PROJECT USE	1150	

LUMP SUM ITEMS

LUMP SUM ITEMS								
ITEM NO.	DESCRIPTION	UNIT	CATEGORY					
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, ENG.					
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	L.S.	CONSTR. ENG.					
802000	POST CONSTRUCTION PLANS	L.S.	CONSTR. ENG.					

<u>570150</u>	- 21" SX18	5" R (NOMINAL)	CULVERT PI	PE ARCH
STATION	OFFSET	то	STATION	OFFSET	L.F.
22+75 00	7617	1	22175.00	16 DT	50

2635.23

2700

TOTAL PROJECT USE								
43+79,20	26 LT	43+79.20	26 RT	52				
43+75.20	26 LT	43+75.20	26 RT	52				
22+75.00	26 LT	22+75.00	26 RT	52				

TOTAL

PROJECT USE

570018 - 18" CULVERT PIPE

2276.98

2300

STATION	OFFSET	то	STATION	OFFSET	L.F.					
43+85.00	26 RT		44+15.00	26 RT	30					
	TOTAL									
	32									

1 570950 - REINSTALLING CULVERT PIPE

STATION	OFFSET	TO	STATION	OFFSET	L.F.
6+36,00	26 LT		6+77.00	25 LT	40
22+18.00	26 LT		22+51.00	26 FT	33
		TOT	4L		73
		PRO.	JECT USE		75

NOTE:

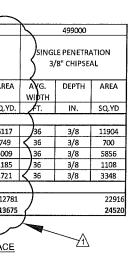
19575

19700

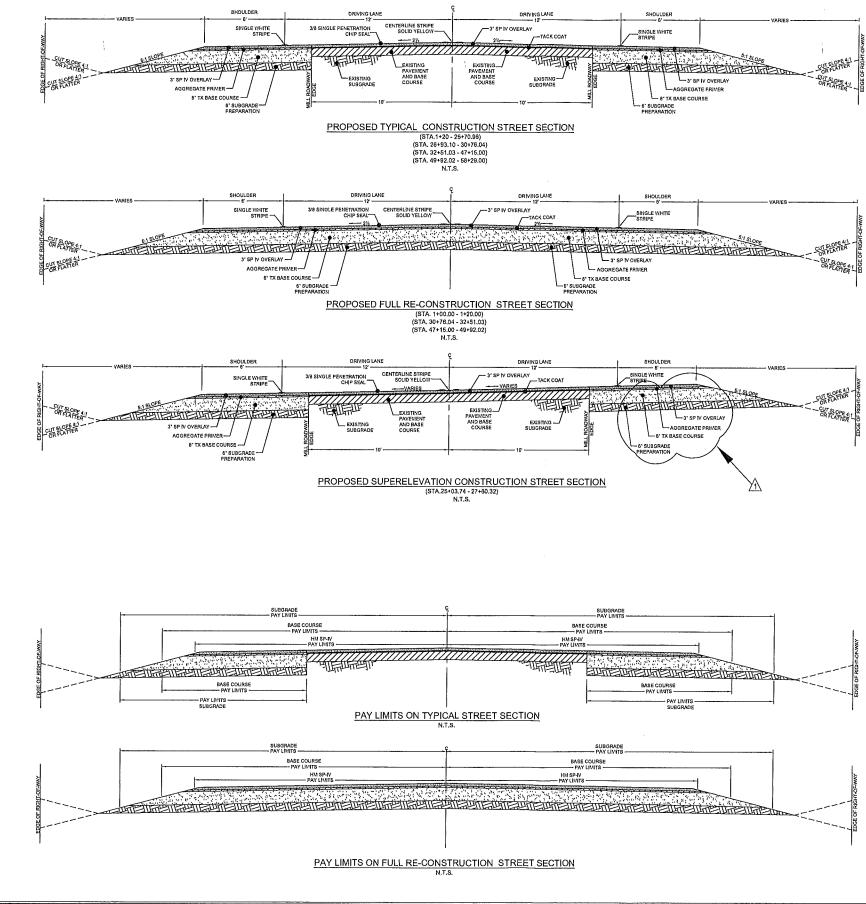
2175.00

2200

- 1. EMBANKMENT WILL BE PAID FOR UNDER ITEM 203000 UNCLASSIFIED EXCAVATION.
- 2. NO PAYMENT WILL BE MADE FOR DOUBLE HANDLING FOR EXCESS MATERIAL USED AS EMBANKMENT.
- 3. EMBANKMENT SHALL BE MEASURED, AND BORROW SHALL BE MEASURED AND PAID BY THE FINAL COMPACTED IN PLACE VOLUME THEREFORE NO SHRINAKGE QUANTITY WILL BE MEASURED OR PAID.
- 4. REFER TO TRAFFIC CONTROL FOR PROJECT PHASING.
- CONTRACTOR SHALL CROSS-SECTION AFTER REMOVAL OF SURFACING, CROSS-SECTIONING OF ROADWAY SHALL BE INCIDENTAL TO REMOVAL OF SURFACING,



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SquareRoo services Engineering Surveyin	
7801 N. Butler Dr. Hobbs, NM 88242-9032	
Squarerootservices.net 575-231-7347	
SHEET DETAIL:	-
SCHEDULE OF QUANTITIES	
PROJECT NAME:	
WYOMING AVENUE	
FOR	
CLIENT: LEA COUNTY,	
NEW MEXICO	
PROJECT NUMBER: 22057	-
PROJECT SURVEYOR;	
Jeremy Baker, PE	
LPS	_
GRAPHIC SCALE 0 10' 20' SCALE: 1'= 10' (IN FEET)	-
REVISIONS	
REVISIONS No. DATE DESCRIPTION	-
1 11/22/2022 REVISED CUANTITIES #407000 & #409000 1 11/22/2022 REVISED ITEM NUMBERS	
	-
	1
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REST REPORTED THE REPORT	
SHEET: 4 of 29	
1 - 4	



SquareRoot services Engineering Surveying 7801 N. Butler Dr. Hobbs, NM 88242-9032
Squarerootservices.net
575-231-7347 SHEET DETAIL:
ROADWAY TYPICAL STREET SECTIONS
PROJECT NAME:
WYOMING AVENUE
FOR CLIENT: LEA COUNTY
NEW MEXICO
PROJECT NUMBER;
22057
PROJECT ENGINEER: Jeremy Baker, PE
Jeremy Baker, PE DRAWN BY: LPS
REVISIONS
1 11/22/22 TARGET CALL-OUT CORRECTED
SUTENI BARGA
PROFESSIONAL
SHEET: 6 of 29
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LEGAL NOTICE OF INVITATION FOR BIDS

LEA COUNTY, NEW MEXICO

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 Tuesday, November 29, 2022 to the:

> **Finance Director** 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 after 2:00 p.m. (local time) on Tuesday, November 29, 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 ENGINEER at Jeremy.Baker@squarerootservices.net

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 Tuesday, November 22, 2022. Email your questions to: Jeremy.Baker@squarerootservices.net

No pre-bid meeting will be held.

LEA COUNTY BOARD OF COMMISSIONERS BY: Dean Jackson, CHAIR

Publication Date(s):

(FOR OWNER USE ONLY)

Newspaper: Hobbs News-Sun Newspaper: Lovington Leader Publish: Publish:

SPECIFICATIONS AND CONTRACT DOCUMENTS

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FOR

WYOMING AVENUE

COMMODITY CODE# 91371

BID #09-(22-23)

LEA COUNTY, NEW MEXICO



ENGINEERING CERTIFICATION

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.



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SECTION 1 – TERMS AND CONDITIONS

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 <u>no later than 2:00 p.m.</u> (local time) on Tuesday, November 29, 2022 to the:

Finance Director 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 <u>"BID # 09 - (22-23)"</u>. 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.

 Bids will be officially opened and publicly read aloud <u>after 2:00 p.m. (local</u> <u>time) on Tuesday, November 29, 2022</u> 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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

10. In case of ambiguity in stating bid prices, the County reserves the right to adopt the most advantageous interpretation.

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- 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 at least seven (7) working days prior to bid time by email to: ENGINEER AND LEA COUNTY INFO.
- 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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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

1

WYOMING AVENUE

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.

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 one hundred (100) calendar days.

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

bidder, the subcontractor may request the list to be returned, and it will be returned unopened.

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

8.1 The name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the

Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.

9. BID FORM

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

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

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

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

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

10. SUBMISSION OF BIDS

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

11. MODIFICATION AND WITHDRAWAL OF BIDS

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

12. OPENING OF BIDS

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

13. BIDS TO REMAIN OPEN

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

14. AWARD OF CONTRACT

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

14.2 In evaluating bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work whose identity may be submitted as

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

19. PREPARATION OF BID

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

20. POWER OF ATTORNEY

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

21. CONDITIONAL BIDS

Conditional bids will not be accepted.

22. INSURANCE

See requirement at Section 8 - Certificate of Insurance.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

23. PERFORMANCE AND PAYMENT BONDS

10

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

To:

Date:

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

Bid of <u>COUSTUCTORS</u> <u>MC</u>. (hereinafter called "BIDDER"), organized and existing under the laws of the State of <u>New Mexice</u> to the County Commission of Lea County (hereinafter called "OWNER").

WYOMING AVENUE

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the **WYOMING AVENUE**, 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 <u>Sunday</u>, <u>November 6, 2022</u>.
- 2. New Mexico State Highway and Transportation Department <u>Standard Specifications for Highway and Bridge Construction, 2019</u> <u>Edition</u>
- 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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

	BASE BID				
ITEM	DESCRIPTION UNIT QTY. UNIT		AMOUNT		
NO.				PRICE	
201000	CLEARING AND GRUBBING	ACRE	6.12	2,500.00	15,300.00
203000	UNCLASSIFIED EXCAVATION	C.Y.	4,271	15.00	64,065.00
207000	SUBGRADE PREPARATION	S.Y.	22,734	3.50	79,569.00
303180	8" FLEXIBLE BASE COURSE	S.Y.	18,514	10.50	194,397.00
407000	TACK COAT MATERIAL	S.Y.	12,548	0.50	6,274.00
409000	AGGREGATE PRIME COAT MATERIAL	S. Y .	13,675	2.75	37,606.25
423270	HMA SP-IV 3" COMPLETE	S.Y.	27,699	20.50	567,829.50
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24,520	3.75	91,950.00
570018	18" CULVERT PIPE	L.F.	32	135.00	4,320.00
570150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160	125.00	20,000.00
570950	REINSTALLING CULVERT PIPE	L.F.	75	140.00	10,500.00
601110	REMOVAL OF SURFACE	S.Y.	1150	3.50	4,025.00
602010	RIPRAP CLASS B	C.Y.	45	300.00	13,500.00
603220	CHECK DAM TYPE I	L.F.	282	13.00 3,666.0	
603281	SWIPP PLAN PREPARATION AND MAINTENANCE	LS	1	9,500.00	9,500.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	75,000.00	75,000.00
621000	MOBILIZATION	LS	1	100,000.00	100,000.00
632000	CLASS A SEEDING	ACRE	4.2	12,000.00	50,400.00
701000	PANEL SIGNS	S.F.	44	69.00	3,036.00
701100	STEEL POST AND BASE POST FOR ALUMINIUM	L.F.	160	22.50	3,600.00
	PANEL SIGNS				
703002	OBJECT MARKER TYPE 2	EACH	34	40.25	1,368.50
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	11,050	0.26	2,873.00
	(SOLID YELLOW)				
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	22,950	0.26	5,967.00
	(SOLID WHITE)				
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	6,000	0.26	1,560.00
	(BROKEN YELLOW)				
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	27,370.00	27,370.00
802000	POST CONSTRUCTION PLANS	LS	1	4,025.00	4,025.00
	BASE BID TOTAL				\$1,397,701.25

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

TOTAL BASE BID

347, 701.25

TOTAL BASE BID, IN WRITING:

Important: Bidders must submit total base bid for Phase I and II and alternate bid for Phase III of this project.

<u>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.</u>

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

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

Addendum No Addendum No Addendum No Addendum No Addendum No Addendum No	Date <u>////////////////////////////////////</u>
Addendum No.	Date

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

The Bid is hereby respectfully submitted by:

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4

Constructors, Inc.

Name of Bidder



WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

License Number

1585

New Mexico Contractors License Classifications

GA98, GB98, GF01, GF03, GF04, GF05, GF06, GF09

New Mexico Resident Veterans **Preference Number**

Resident No. L1428449200

New Mexico Workforce Solutions Dept. Registration Number

03049620140725

Federal Employer Tax ID no.

85-0135619

Federal Employer Tax ID No.

State of New Mexico Tax ID No.

01-201371-004

<u>Now</u> 11/29/22 Date

(Signature)

Printed Name and Title

3003 Boyd Drive

Address

Carlsbad, NM 88220

City & State

Zip

575-885-8838

Telephone

rthompson@ciconstructors.com

Email Address

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 S	ubcontractor Na	ime Lo	cation of Business	
STRIPING/SIG	NAGE SAN	BAR CONSTRU	cton corp.	ALBUQUEROUE, A	s m
SEEDING / SWPP	11 CALDON	n sgeoing ?	rechamanon	SANPORD, CO	
			,		

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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable

public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	N/A
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)

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

<u>CONSTRUCTORS</u>, INC. (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 1and 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."

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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: L1428449200

129 (Date)

(Signature of Business Representative)

*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. WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 <u>X</u>

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?		X
Receiving, furnishing of goods, services or facilities?		X
Commissions or royalty payments		X

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

Yes _____ No __X

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 <u>X</u>____

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 _X ____

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

	1
Signature of Owner or Company President:	1122
Print Name and Title: David Shoup, CED	

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

<u>CERTIFICATION REGARDING</u> <u>DEBARMENT, SUSPENSION, AND</u> <u>OTHER RESPONSIBILITY MATTERS</u>

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:

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NON-COLLUSION AFFIDAVIT

STATE OF	New Mexico	
COUNTY OF_	Eddy	
	Constructors, Inc.	_(name) being first duly sworn, deposes and says that he/she is (title)_VP
		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.

Pro DAA Mula Mara

	Name & fitle. Pachelle Tholypon, VP
SUBSCRIBED and sworn to before me this 2976	_day of November 2022
Notary Public:	STATE OF NEW MEXICO NOTARY PUBLIC JENISE L. CATT COMMISSION# 1119294
My Commission Expires: <u>8/7/25</u>	EXP. 08-07-2025

CNA SURETY

Bid Bond

CONTRACTOR:

(Name, legal status and address) CONSTRUCTORS, INC 3003 S. BOYD DR CARLSBAD, NM 88220

OWNER:

(Name, legal status and address) Lea County 100 N. Main Street, Ste 11 Lovington, NM 88260-4030

BOND AMOUNT: 5%

PROJECT:

(Name, location or address, and Project number, if any) Lea County Wyoming Avenue Bond No. n/a

SURETY: Western Surety Company: South Dakota Corporation (*Name, legal status and principal place of business*)

333 S. Wabash Avenue 41st Floor Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

 $(m_{i}, m_{i}, m_{i}, m_{i})$

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project NUCTOR any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and RUCTOR N.S.L. furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of	November , 2022 .	
June better	Constructors Inc. (Principal)	SEAL Seal
(Witness)	(Title) Vice President	Soan NEW MUTUUN
Phianal Lodix,	Western Surety Company (Surety)	(seal)
(Witness)	(Tiple) ATTORNEY-IN-FACT	In Walke
		$= \left\{ \begin{array}{c} \frac{1}{2} \left\{ \begin{array}{c} -\frac{1}{2} \left\{ \frac{1}{2} \left\{ \frac{1}$

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701[™]—1997, Instructions to Bidders; and AIA Document G612[™]—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310-2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA). The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

George T Dunagan, Margaret M Gonzalez, Tirzah Ann Walker, Mc Kenna Leann Brown, Individually

of Carlsbad, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.

SURETI-COR WESTERN SURETY COMPANY

aul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

🗧 M. BENT 🕴
NOTARY PUBLIC
SEAL SOUTH DAKOTA
, . +

M Ben A. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30 00 day of 17, November 2022

SEAL ANDANO

WESTERN SURETY COMPANY

Nelson Assistan

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
	ODUCER				contact Muffy Gonzalez							
	Dunagan Associates Inc		PHONE (A/C, No, Ext): (575)885-2138 FAX (A/C, No):(575)885-6809									
						E-MAIL muffyg@dunaganassociates.com						
					INSURER(S) AFFORDING COVERAGE					NAIC #		
			INSURER A : Travelers									
INSURED						INSURER B : Crum & Forster						
Constructors, Inc. N.S.L.					INSURER C :							
3003 S, Boyd Drive				NIA 00000	INSURE	RD:						
Carlsbad NM 88220-				NW 00220-	INSURER E :							
L					INSURE	RF:						
_				NUMBER:				REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
A	X COMMERCIAL GENERAL LIABILITY	x		DT-CO-2H042024-IND19		05/29/2022	05/29/2023	EACH OCCURRENCE	\$	1,000,000		
в	CLAIMS-MADE X OCCUR			35054566		07/01/2022	07/01/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000		
	X XXU & Prop Dmg Incl							MED EXP (Any one person)	\$	5,000		
	X Pollution #35054566							PERSONAL & ADV INJURY	\$	1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000		
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000		
	OTHER: PD Ded 2,500 CDG305							Pollution Ea Occ/Agg	\$	1,000,000		
A				810-2H012474-20-26-G		05/29/2022	05/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
								BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED AUTOS ONLY AUTOS X HIRED X NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					(Per accident) Hired Auto Phy Dmg Ded	\$	1.000			
A	UMBRELLA LIAB X occup		Y	CUP-2H042024-19-26		05/29/2022	05/29/2023			25,000,000		
$ ^{\sim}$	V OCCOR		^	GUP-20042024-19-26		05/29/2022	05/29/2023	EACH OCCURRENCE	4	25,000,000		
								AGGREGATE	9	20,000,000		
A	WORKERS COMPENSATION		x	UB-4K623781-18-26-G		05/29/2022	05/29/2023	X PER OTH-	\$			
 ``	AND EMPLOYERS' LIABILITY		~	00-41023701-10-20-0		00/20/2022	00/20/2020	E,L, EACH ACCIDENT	\$	1,000,000		
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		1,000,000		
A	Inland Marine/Contractor's			QT-660-367M621ACOF19		05/29/2022	05/29/2023	Leased/Rented Per Item	¥	\$800,000		
	Equipment							Newly Acquired		\$1,000,000		
	Deductible - 2%/\$5,000 minimum							Owned Equipment	\$	16,978,625		
	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE : Lea County Wyoming Avenue	ES (AC	CORD	101, Additional Remarks Schedul	e, may be	e attached if mor	e space is require	d)				
CE	RTIFICATE HOLDER				CANCELLATION AI 003107							
Lea County 100 N. Main Street, Ste 11						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
						AUTHORIZED REPRESENTATIVE						

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ion						140725	/. 'orks	New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400
of Contractor Registration					SUC	Registration Number: 03049620140725	This certificate <u>does not</u> show the current status of the company. ee the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa	ierque, NM 87102
Regi					ce Solutio	imber: 03	us of the go to the VAA) at owaa	uite 3000, Albuqu
for F		chat	, Inc.		4709 of Workfoi	ration Nu	rent stat / please (htion (PW	jeras Ave NE. Sı
traci	See See	This is to certify that	Constructors, Inc.	Constructors, Inc. 3003 BOYD DR	CARLSBAD, NM, 88220-4709 has registered with the Department of Workforce Solutions	Regist	This certificate <u>does not</u> show the current status of the To see the current status for this company please go to the and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa	olic Works, 121 T
Con	New Mexico Department of WORKFOR	his is to	nstru	Constr 3003	carlsbad, h the Dep	22	<u>not</u> shov for this enticeshi //www.d	ns Division, Pub
of (F	S C		stered wit	6/28/2022	ite <u>does</u> nt status nd Appre https:/	ıs, Labor Relatio
cate					has regis	-	certifica he curre a	orkforce Solutio
Certificat						Registration Date:	This To see t	epartment of W
Ce						Reg	-	w Mexico De

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: CONSTRUCTORS INC

3003 BOYD DR CARLSBAD, NM 88220-4709 DBA: CONSTRUCTORS INC

18-Apr-2025 Expires:

Certificate Number:

L1428449200

The second

Stephanie Schardin Clarke Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



CONSTRUCTORS, INC.

Dirt, Asphalt, Concrete and Utility Construction Aggregate and Asphalt Products



3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896 401 W. GLEN DR. - ROSWELL, NM 88203 - PHONE (575) 622-1080 - FAX (575) 624-1795 5505 W. DUNNAM ST. - HOBBS, NM 88240 - PHONE (575) 392-1193 - FAX (575) 392-2729 Website - www.ciconstructors.com

SECTION 5 – PERFORMANCE BOND

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

KNOW ALL MEN BY THESE PRESENTS, That we (1)	
a (2)hereinafter called "PRINC	IPAL" and (3)
of	State of
hereinafter called the "SURETY", are held and firm	
hereinafter called "OWNER", in the penal sum of	
	Dollars(\$
payment of which sum well and truly to be mad	de, we bind ourselves, our heirs, executors,
administrators, personal representatives, and s	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:

WYOMING AVENUE

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	t is executed in six (6)	counterparts, each one of which
shall be deemed as an original, this	day of	20

	Principal	
	Ву:	
Principal-Secretary	Name/Title	
Witness as to Principal	Principal Address	
ATTEST: (SEAL)		
	Surety	
	Ву:	.
Surety-Secretary	Attorney-in-Fact	

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

SECTION 6 – PAYMENT BOND

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

KNOW ALL MEN BY THESE PRESENTS, That we (1)		
a (2)hereinafter called "PRINC	IPAL" and (3)	
	, State of	3
hereinafter called the "SURETY", are held and firmly bo "OWNER", in the penal sum of		einafter called
	Dollars(\$	in
lawful money of the United States, for the payment of our heirs, executors, administrators, personal rep severally, firmly by these presents.		
THE CONDITION OF THIS OBLIGATION IS SUCH THA		20 . a

copy of which is hereto attached and made a part hereof for the construction of:

WYOMING AVENUE

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 exe	ecuted in six (6) count	erparts, each one of which
shall be deemed as an original, this	_ day of	20

SECTION 6 – PAYMENT BOND

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

ATTEST: (SEAL)	
	Principal
	Ву:
Principal-Secretary	Name/Title
Witness as to Principal	Principal Address
ATTEST: (SEAL)	
	Surety
	Ву:
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.

1

- (4) Correct name of Owner.
- (5) If Contractor is partnership, all partners should execute Bond

SECTION 7 – CONSTRUCTION CONTRACT

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

WYOMING AVENUE

and more fully described as follows, to-wit:

Furnish and install <u>WYOMING AVENUE</u> 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 <u>Standard Specifications for Highway and Bridge Construction</u>, 2019 Edition, as amended and revised by the <u>Supplemental Specifications</u>, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses <u>Standard Specifications for Highway and Bridge Construction</u>.

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
- 0. Supplemental Specifications

<u>Price</u>. 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 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.

<u>State Wage Rates</u>. 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.

<u>Termination of Contract.</u> 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.

<u>Time for Completion: Liquidated Damages</u>. 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.

<u>Payment</u>. 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 our 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, is 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.

<u>Miscellaneous</u>. 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:	OWNER:		
(SEAL)	THE COUNTY OF LEA. NEW MEXICO		
	By		
Finance Director	Title		
APPROVED AS TO FORM:			
County Attorney			

ATTEST: (SEAL)

ð

CONTRACTOR:

Ву_____

Contractor - Secretary

Title_____

SECTION 8 – CERTIFICATE OF INSURANCE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 <u>must</u> clear up problem with S.C.C. before contract is executed.

SECTION 8 – CERTIFICATE OF INSURANCE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

INSURANCE COVERAGE:

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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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

LEA COUNTY, NEW MEXICO

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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:

Finance Director 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:

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Certified Payroll WYOMING AVENUE BID #09-(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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



4

LABOR RELATIONS DIVISION

401 Broadway NE Abaquergue, NM 87102 Phone: 505-841-4400 Fax: 505-841-4424 226 South Alementa Blvd Las Cruces, WM 88005 Phone: 575-524-6105 Fax: 575-524-6194 WWW.DWS.STATE.NM.US

1996 Pacheco St, Suite 103 Santa Fe, NM 87505 Phone: 505-827-6817 Fax: 505-627-6676

Wage Decision Approval Summary

1) Project Title: Wyoming Ave. Requested Date: 11/01/2022 Approved Date: 11/02/2022 Approved Wage Decision Number: LE-22₅2675-A

Wage Doctsion Expiration Date for Bids: 03/02/2023

 Physical Location of Jobsite for Project: Job Site Address: Wyoming Ave., west side of Jal, NM Job Site City: Jal 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: (\$75) 396-8521 Ext. 8610

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

5) Estimated total project cost: \$925,000.00

a. Are any federal funds involved?: No

b. Oces 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?: shoulder widened, pavement overlay, reconstruction areas

6] Classifications of Construction;

Classification Type and Cost Total	Description
Highway/Utilities (A)	shoulder widening, pavement overlay, full depth reconstruction in
Cost: \$925,000.00	some areas

An Equal Opportunity Employee

Page 1 of 1

Minimum Wage Rates & Certified Payroll - Page 9.7

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



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LABOR RELATIONS DIVISION 401 Broadway NE Albuquergue, NM 87102 Phone: 505 841-4424 Fao: 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: <u>http://www.dws.state.nm.us/pwaa</u> (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: <u>http://www.dws.state.nm.us/owaa</u> 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 Bate 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.

An Equal Opportunity Employer

Page 1 of 2

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



LABOR RELATIONS DIVISION 401 Broadway 105 Altoington for 87102 Phone: 505 541 4400 Face 505 541 4400 WWW.DWS.STATENMLS

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: <u>http://www.dws.state.nm.us/owaa</u> prior to bidding when their bid willexceed \$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: <u>https://www.dws.state.nm.us/Labor-Relations/Labor-</u> Information/Public-Works.

CONTACT INFORMATION

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

An Equal Opportunity Employer

Page 2 of 2

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



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	iyan wan ya ayoo tiyo o dabbaayoo bad iyaan kasibayin ol yata niyo babariya 20 ya daba	n gydd rhainiau yn Ganarai a char yn y fel fel Ganta (2016) Waard a chara a chara a chara a chara a c
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:		
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
lectricians-Outside Classifications: os Alamos	- /	
Ground man	25.27	11.76
Equipment Operator	36.27	16.09

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 <u>WWW.DWS.STATE.NM.US</u>. 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 <u>www.dws_state.nm.us</u>.

SECTION 10 – STATEMENT OF BIDDER'S QUALIFICATION

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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:

ę.

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

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

Dated at	this	day of	20
		Name of Bidder:	
		Ву:	
		Title:	
State of			
ss. County of)		
		(name), being duly :	sworn, deposes and says
that he is	((title) of	
	(company) and all foreg	joing questions and all
statements therein cont	ained are true	and correct.	
Subscribed and sworn to	o before me th	nis day of	20

Notary Public: _____

et d

My commission expires: _____

SECTION 11 – PROJECT DESCRIPTION

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

WYOMING AVENUE RECONSTRUCTION

Project Description

The County of Lea is proposing to reconstruct Wyoming Avenue in Jal, New Mexico. This project includes shoulder widening, excavation and fill, ditch grading, overlay, chip seal, signage and stripping, and miscellaneous. Termini of Wyoming Street is from south of NM 128, to east of the west municipal boundary of the City of Jal, New Mexico, approximately 1.10 miles.

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

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

END OF SECTION

SECTION 12 – SPECIAL PROVISIONS

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.
- 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

SECTION 12 – SPECIAL PROVISIONS

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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 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.

SECTION 12 – SPECIAL PROVISIONS

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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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

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.

DESCRIPTION

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MODIFYING SECTION 201 - CLEARING AND GRUBBING	2
DELETING SECTION 303 – BASE COURSE	
ADDING AND MODIFYING SECTION 247 – FLEXIBLE BASE	2
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ADDING SECTION 409 - AGGREGATE PRIMER	4
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ADDING SECTION 499 - CHIPSEAL	
ADDING SECTION 611 – TRENCH DRAIN	8

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

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Item Number	Description	Unit
201000	Clearing and Grubbing	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

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Delete Section 5 and replace with:

Flexible base will be measured by the square yard unit.

6. PAYMENT

Delete Section 6 and replace with:

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

Item Number	Description	Unit
303210	6" Flexible Base	S.Y.

MODIFYING SECTION 407 - TACK COAT

Delete subsection 407.4 and replace with the following:

407.4 METHOD OF MEASUREMENT

407.4.1 Bituminous material for tack coat will be measured by the square yard. Estimated application rates to range from 0.06 to 0.10 gallons per square yard.

407.5 BASIS OF PAYMENT

407.5.1 Bituminous material for tack coat will be paid for at the contract unit price per square yard.

Payment will be made under:

Item Number	Description	Unit
407000	Asphalt Material for Tack Coat	S.Y.

Separate payment will not be made for water added on site to further dilute emulsified asphalts.

Any tack placed on existing concrete curbs, sidewalks, medians or pavements shall be cleaned and removed. No separate payment or measurement will be made for this work.

ADDING SECTION 409 - AGGREGATE PRIMER

ADD the following:

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409.1 This work shall consist of placing Aggregate Primer on top of flexible base course. The contractor shall provide bituminous material. The Contractor is responsible for furnishing any blotting material, if necessary. Aggregate shall meet the following gradation requirements.

SIEVE SIZE	PERCENT PASSING	SAND SEAL
	3/8	
1/2"		100%
3/8"	100%	
No. 4	0-10%	90-100
No.10	0-2%	30-90
No.200		0-5

- 409.2 The rate of application shall be:
 - i. 3/8" Aggregate (Chip) shall be applied at a rate of 15 to 20 lbs/sq. yd.
 - ii. Asphalt Emulsified Prime (AE-P) shall be applied at a rate of 0.12 to 0.14 gal/sq. yd.

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

409.4 METHOD OF MEASUREMENT

Aggregate Primer will be measured by the square yard.

409.5 BASIS OF PAYMENT

Payment will be made under:

Item Number	Description	Unit
409000	Aggregate Primer	S.Y.

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

MODIFYING SECTION 423 - HOT MIX ASPHALT

Add the following:

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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
423270	HMA SP-IV 2" Complete	S.Y.

No separate measurement or payment will 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.

ADDING SECTION 499 - CHIPSEAL

ADD the following:

SIEVE SIZE	PERCENT PASSING	SAND SEAL	
	3/8		
1/2"		100%	
3/8"	100%		
No. 4	0-10%	90-100	
No.10	0-2%	30-90	
No.200		0-5	

499.1 Single penetration chip seal surfacing shall meet the following requirements.

Accepted aggregate material must also meet the following requirements:

- 1. Aggregate shall consist of gravel, crushed slag, crushed stone or crushed natural limestone rock. Caliche will not be accepted.
- 2. At least 75% of the Material retained on the No. 4 sieve will be composed of particles that have at least two Fractured Faces. Fractured Faces will be determined in accordance with NMDOT Method FF-1, *Fractured Face Determination for Coarse Aggregate*.
- 3. The aggregate is free of organic matter, lumps of clay, or other material that prevents thorough coating with asphalt Material.

- 4. The aggregate is obtained from a source with an <u>AI of 20</u> or less when calculated in accordance with Section 910 of STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION 2019 EDITION.
- 5. The rate of application shall be:

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- i. 3/8" Aggregate (Chip) shall be applied at a rate of 28 to 34 lbs/sq. yd.
- ii. Polymer Modified High Float Emulsion (HFE-100P) shall be applied at a rate of 0.36 to 0.42 gal/sq. yd.

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

The HFE-100P emulsion shall meet the following requirements.

TEST DESCRIPTION		100P	TEST NO.	
		Max.	TEST NO.	
Original Material:				
Viscosity, Saybolt Furol at 50°C (122°F), Sec	50	-	AASHTO T-59	
Sieve Test, Retained on No. 20 Sieve, %	-	0.1	AASHTO T-59	
Storage Stability Rest, 24 hours, %	-	1.0	AASHTO T-59	
Demulsibility, 35mL (1.2 fl oz) 0.10 N, CaCl, %	30	-	AASHTO T-59	
Residue from Distillation Test to 204°C (400°F)	65	-	AASHTO T-59	
Oil Distillate by Volume of Emulsion, %	-	3	AASHTO T-59	
Residue Material:				
Penetration at 25°C (77°F), 100 g, 5 s, 0.1 mm	90	150	AASHTO T-49, ASTM D5	
Float Test @ 60°C (140°F), Sec	1200	-	AASHTO T-50, ASTM D139	
Ductility 25°C (77°F), 5cm (2 inch)/min	40	-	AASHTO T-51, ASTM D113	
Elastic Recovery 10°C (50°F), %	58	-	AASHTO T-301	

499.2 METHOD OF MEASUREMENT

Chip seal surface treatment will be measured by the square yard.

499.3 BASIS OF PAYMENT

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Payment will be made under:

Item Number	Description	Unit
499000	Single Penetration 3/8" Chip Seal	S.Y.

APPENDIX A

Item 247 Flexible Base

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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 <u>Tex-100-E</u> 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.

Material Requirements					
Property	Test Method	Grade 1-2	Grade 3	Grade 4 ²	Grade 5
Sampling	<u>Tex-400-A</u>				
Master gradation sieve size (cumulative % retained)			i.		
2-1/2"		0	0		0
1-3/4"	1	0–10	0–10		0–5
7/8"	<u>Tex-110-E</u>	10-35	-	As shown on	10–35
3/8"		30-65	-	the plans	35-65
#4		4575	45-75		4575
#40		65-90	5085		70–90
Liquid Limit, % Max	<u>Tex-104-E</u>	40	40	As shown on the plans	35
Plasticity Index, Max ¹	T (00 F	10	12	As shown on the plans	10
Plasticity index, Min ¹	<u>Tex-106-E</u>	As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max		40	_	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve	<u>Tex-116-E</u>	20	-	As shown on the plans	20
Min compressive strength, psi					
lateral pressure 0 psi	Toy 117 E	35	-	As shown on	-
lateral pressure 3 psi	<u>Tex-117-E</u>	_	-	the plans	90
lateral pressure 15 psi		175	-		175

Table 1 Material Requirement

 Determine plastic index in accordance with <u>Tex-107-E</u> (linear shrinkage) when liquid limit is unattainable as defined in <u>Tex-104-E</u>.

2. 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 <u>Tex-460-A</u>, 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.

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- 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 <u>Tex-145-E</u>. 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 <u>DMS-11000</u>, "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 <u>Tex-413-A</u>. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with <u>Tex-406-A</u>. 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

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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 <u>Tex-140-E</u>. 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 <u>Tex-113-E</u>, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by <u>Tex-113-E</u>. Measure the moisture content of the material in accordance with <u>Tex-115-E</u> or <u>Tex-103-E</u> 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 <u>Tex-115-E</u>. 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 <u>Tex-1001-S</u>. 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 <u>Tex-103-E</u> 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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

To:

County Commission Lea County Courthouse 100 North Main Lovington, NM 88260 11/29/2022 Date:

J&H Services, Inc. called Bid of (hereinafter "BIDDER"), organized and existing under the laws of the State of NM to the County Commission of Lea County (hereinafter called "OWNER").

WYOMING AVENUE

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the WYOMING AVENUE, 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 Sunday, November 6, 2022.
- 2. New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2019 Edition
- The contract documents, including Special Provisions and 3. 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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

	BASE BID			 	1	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT		AMOUNT
NO.				PRICE		44 407 00
201000	CLEARING AND GRUBBING	ACRE	6.12	\$ 1,815.00	\$	11,107.80
203000	UNCLASSIFIED EXCAVATION	C.Y.	4,271	\$ 22.00	\$	93,962.00
207000	SUBGRADE PREPARATION	S.Y.	22,734	\$ 2.20	\$	50,014.80
303180	8" FLEXIBLE BASE COURSE	S.Y.	18,514	\$ 12.00	\$	222,168.00
407000	TACK COAT MATERIAL	S.Y.	12,548	\$ 1.50	\$	18,822.00
409000	AGGREGATE PRIME COAT MATERIAL	S.Y.	13,675	\$ 2.75	\$	37,606.25
423270	HMA SP-IV 3" COMPLETE	S.Y.	27,699	\$ 21.00	\$	581,679.00
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24,520	\$ 3.70	\$	90,724.00
570018	18" CULVERT PIPE	L.F.	32	\$ 110.00	\$	3,520.00
570150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160	\$ 113.00	\$	18,080.00
570950	REINSTALLING CULVERT PIPE	L.F	75	\$ 110.00	\$	8,250.00
601110	REMOVAL OF SURFACE	S.Y.	1150	\$ 4.50	\$	5,175.00
602010	RIPRAP CLASS B	C.Y.	45	\$ 230.00	\$	10,350.00
603220	CHECK DAM TYPE I	L.F.	282	\$ 30.00	\$	8,460.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$ 6,400.00	\$	6,400.00
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 35,000.00	\$	35,000.00
621000	MOBILIZATION	LS	1	 110,000.00	\$	110,000.00
632000	CLASS A SEEDING	ACRE	4.2	11,000.00	\$	46,200.00
701000	PANEL SIGNS	S.F.	44	\$ 77.00	\$	3,388.00
701100	STEEL POST AND BASE POST FOR ALUMINIUM	L.F.	160	\$ 22.50	\$	3,600.00
	PANEL SIGNS					
703002	OBJECT MARKER TYPE 2	EACH	34	\$ 50.00	\$	1,700.00
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	11,050	\$ 0.30	\$	3,315.00
	(SOLID YELLOW)					
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	22,950	\$ 0.30	\$	6,885.00
	(SOLID WHITE)				\$	-
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	6,000	\$ 0.30	\$	1,800.00
	(BROKEN YELLOW)					
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	\$ 25,000.00	\$	25,000.00
802000	POST CONSTRUCTION PLANS	LS	1	\$ 6,500.00	\$	6,500.00
	BASE BID TOTAL				\$	1,409,706.85

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

TOTAL BASE BID

<u>\$ 1,409,706.85</u>

TOTAL BASE BID, IN WRITING:

ONE MILLION FOUR HUNDRED NINE THOUSAND SEVEN

HUNDRED SIX DOLLARS & EIGHTY FIVE CENTS

Important: Bidders must submit total base bid for Phase I and II and alternate bid for Phase III of this project.

<u>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</u>.

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

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

Addendum No.1Date11/23/2022Addendum No.Date______Addendum No.Date______Addendum No.Date______Addendum No.Date_______Addendum No.Date_______Addendum No.Date_______Addendum No.Date_______Addendum No.Date_______Addendum No.Date_______Addendum No.Date_______

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

The Bid is hereby respectfully submitted by:

J&H Services, Inc.

Name of Bidder

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

(SEAL) if Bid is by Corp.

New Mexico Contractor's License Number

87597

New Mexico Contractors License Classifications GA01, GB98, GF01, GF04, GF09, GS08, MS03

New Mexico Resident Veterans Preference Number

L0878424880

New Mexico Workforce Solutions Dept. Registration Number

0879920081213

Federal Employer Tax ID no.

82-0556028

Federal Employer Tax ID No.

82-0556028 State of New Mexico Tax ID No.

02-500932-00-0

Milchel Date 11/29/22 Bv (Signature)

Holly Mitchell - Vice Preside	nt
Printed Name and Title	

<u>6616 Gulton Ct NE, Suite 90</u> Address

Albuquerque, NM 87109 City & State Zip

(505) 896-9428

Telephone

tyler@jhservicesinc.com Email Address

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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
Signage and Striping	San Bar	Albuquerque, NM
SWPPP & Seeding	E2RC	Albuquerque, NM

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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

2027-29 Date

Vice President

Title (Position)

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

J&H Services, Inc. (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."

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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:_

L0904028592

(Date)

(Signature of Business Representative)

*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.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: J & H SERVICES, INC.

ALBUQUERQUE, NM 87109-4452 6616 GULTON CT NE STE 90 DBA: J & H SERVICES, INC.

26-Jan-2024 Expires:

Certificate Number:

L0904028592

Stephanie Schardin Clarke Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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?		<u> </u>
Receiving, furnishing of goods, services or facilities?		<u>√</u>
Commissions or royalty payments		<u> </u>

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

Yes ____ No _✓___

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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.

Holly Mitchell Date: 11/29/2003 Signature of Owner or Company President

Print Name and Title: Holly Mitchell - Vice President

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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: 11/29/2022

Print Name and Title: Holly Mitchell - Vice President

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

NON-COLLUSION AFFIDAVIT

New Mexico STATE OF Bernalillo COUNTY OF

Holly Mitchell (name) being first duly sworn, deposes and says that he/she is (title) Vice President of organization) J&H Services, Inc.

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:

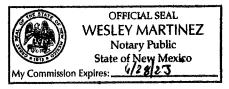
- Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal; 1.
- 2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding 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.

Holly Mitchell - Vice President Name & Title.

SUBSCRIBED and sworn to before me this

Notary Public: <u>Vesly Marting</u> My Commission Expires: <u>6/28/23</u>

day of November 2077



WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, <u>Harco National Insurance</u> Company as "SURETY" are held and firmly bound unto the County of Lea, New Mexico, hereinafter called the "OWNER", in the penal sum of Five Percent of Principal's bid 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 THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted the Accompanying Bid, dated the 29th

County of Lea, New Mexico, for: day of <u>November</u> 20 2-2 to the

WYOMING AVENUE

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 29th 20<u>22</u> seal of each corporate party being hereto affixed and these presents signed by its undersigned the name and corporate representative pursuant to authority of its governing body.

litt New Jerse bril 4, 2023

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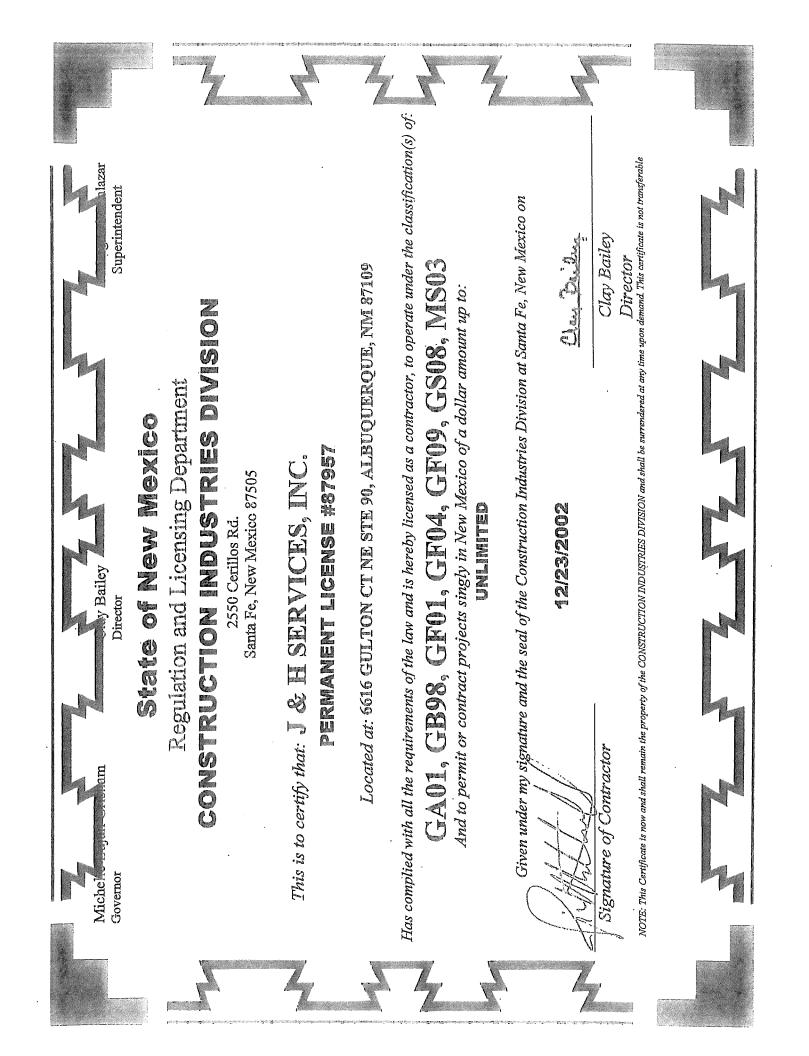
STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION					
J & H SERVICE LICENSE NUMBER 87957 Qualifying Party(S) MITCHELL JIM MITCHELL JIM	CLU SAO GFO	EXMRES 12/31/2023 ASSIFICATION(S) 11, G898, GF01, GF04 9, GS08, MS03			
Clay Bailey Director	1. 1012. CN				
This card is the	property of the CID and shall be surrendered upon dem	and			

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ate of Contractor Registration	New Mexico Department of Solutions	This is to certify that	jistered v 4/14/2	This certificate <u>does not</u> show the current status of the company. ee the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa	New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400
Certificate			has reg Registration Date:	This certifica To see the curre a	iew Mexico Department of Workforc

BYLAWS OF J & H SERVICES, INC.

ARTICLE I CORPORATE OFFICE

The principal office of the corporation in the state of New Mexico shall be located in the city of Rio Rancho and the county of Sandoval. The corporation may have such other offices, either within or without the state of New Mexico, as the business of the corporation may require from time to time.

ARTICLE II SHAREHOLDERS' MEETINGS

Section 1. Annual Meeting. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before it shall be held at the registered office of the corporation or at such other place within or without the state of New Mexico as shall be set forth in the notice of meeting. The meeting shall be held on the 3rd Thursday in June of each year beginning in 2003 at the hour of 10:00 am. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation. If the election of directors is not held on the day designated herein for any annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as may be convenient.

Section 2. Special Meeting. Special meetings of shareholders, other than those regulated by statute, may be called at any time by the President, the Chairperson of the Board of Directors if a Chairperson is elected, the Board of Directors, any Vice President acting as President pursuant to these bylaws, and the holders of not less than ten percent (10%) of all the outstanding shares entitled to vote at such special meeting. Special meetings shall be held at the registered office of the corporation or at such other place within or without the state of New Mexico as shall be set forth in the notice of meeting.

Section 3. Notice of Meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, to each shareholder of record entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Attendance of a shareholder in person or by proxy at a meeting constitutes a waiver of notice of the meeting, except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened.

A waiver of notice signed by all shareholders entitled to vote at the meeting may designate any

RESOLVED FURTHER, that the Secretary is directed to certify the bylaws and to insert them in the corporate records in the place provided.

ELECTION OF OFFICERS

The Chairman then stated that the next order of business was the election of the officers specified in the bylaws. Nominations having been made, the following persons were successively duly elected to the following offices:

President:	Jim Mitchell
Vice-President:	Holly Davidson Mitchell
Secretary:	Holly Davidson Mitchell
Treasurer:	Holly Davidson Mitchell

<u>SEAL</u>

The Secretary then submitted to the meeting the seal proposed by the corporation's attorney for use as the corporate seal of the corporation.

Upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, that the form of seal submitted to this meeting, circular in form, bearing the corporation's name on the circumference and the words "Corporate Seal, New Mexico" be, and it hereby is, approved and adopted as the corporate seal of the corporation, all approximating the form mentioned in the bylaws; and

RESOLVED FURTHER, that an impression of the seal be made on the margin of these minutes and also in the place provided in the bylaws.

COSTS OF INCORPORATION

The Chairman then stated that the officers of the corporation should be authorized to pay all fees, expenses, and costs, and to reimburse all persons for expenditures made in connection with the incorporation and organization of the corporation.

Upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, that the Treasurer of this corporation be, and hereby is, authorized to pay all fees, expenses, and costs incident to or arising out of the

corporation, shall have the authority and perform the duties in the management of the corporation as provided in these bylaws or as determined by the resolution of the Board of Directors not inconsistent with these bylaws.

Section 2. Election and Term. All officers of the corporation shall be elected annually by the Board of Directors at its regular meeting held immediately after the annual meeting of shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor has been duly elected and qualified, or until removed as hereinafter provided.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the terms. Vacancies may be filled or the offices created and filled at any meeting of the Board of Directors.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows and as shall hereafter be set by resolution of the Board of Directors.

Chairperson of the Board of Directors

The Board of Directors shall have the right and power to elect a Chairperson from among the members of the Board of Directors. If a Chairperson of the Board of Directors is elected, the Chairperson shall preside at all meetings of the Board of Directors in place of the President of the corporation, and the Chairperson may also cast a vote on all questions.

President

A. The President shall be the principal executive officer of the corporation and shall be the general supervisor and control all of the business and affairs of the corporation.

B. The President shall preside at all meetings of the shareholders and shall preside at all meetings of the directors unless a Chairperson of the Board of Directors is elected, in which case the President shall preside only in the absence of the Chairperson of the Board of Directors.

C. The President shall present at each annual meeting of the shareholders and directors a report of the condition of the business of the corporation.

D. The President shall cause to be called regular and special meetings of the shareholders and directors in accordance with the requirements of the New Mexico Business Corporation Act.

E. The President shall appoint, discharge, and fix the compensation of all employees and agents of the corporation other than the duly elected officers, subject to the approval of the Board of Directors.

F. The President shall sign and execute all contracts in the name of the corporation, and all certificates for shares of the corporation, all deeds, mortgages, bonds, contracts, notes, drafts, or other orders for the payment of money, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly designated by the Board of Directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed.

G. The President shall cause all books, reports, statements, and certificates to be properly kept and filed as required by law.

H. The President shall enforce these bylaws and perform all the duties incident to the office which are required by law, and generally perform all duties incident to the office of president, and such other duties as may be prescribed by the Board of Directors from time to time.

Vice President

In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or if there be more than one Vice President, the Vice Presidents in order of seniority) shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all the responsibilities of the office of President and shall perform such duties and functions as the Board of Directors may prescribed.

<u>Secretary</u>

A. The Secretary shall keep the minutes of the meetings of the Board of Directors and the shareholders in the appropriate books.

B. The Secretary shall attend to the giving of notice of special meetings of the Board of Directors and of all the meetings of the shareholders of the corporation.

C. The Secretary shall be the custodian of the records and seal of the corporation and shall affix the seal to the certificates representing shares and other corporate papers when required.

D. The Secretary shall keep at the principal office of the corporation a book or record containing the names, alphabetically arranged, of all persons who are shareholders of the corporation, showing their mailing addresses, the number of shares held by them respectively, and the dates when they respectively became the owners of record thereof. The Secretary shall keep such book or record and the minutes of the proceedings of its shareholders open daily during the usual business hours for inspection, within the limits prescribed by law, by any person duly authorized to inspect such records. At the request of the person entitled to an inspection thereof, the



OFFICE OF THE PUBLIC REGULATION COMMISSION

CERTIFICATE OF INCORPORATION

ÒF

J & H SERVICES, INC.

2290419

The Public Regulation Commission certifies that the Articles of Incorporation, duly signed and verified pursuant to the provisions of the

BUSINESS CORPORATION ACT (53-11-1 to 53-18-12 NMSA 1978)

have been received by it & are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Incorporation & Attaches hereto, a duplicate of the Articles of Incorporation.

Dated: OCTOBER 22, 2002

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.

Chairwoman Bureau

SECTION 10 – STATEMENT OF BIDDER'S QUALIFICATION

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 <u>29th</u>	day of <u>Novem</u> t	<u>ber</u> 20 <u>22</u>
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Name of Bidder: J&H Services, Inc.

Bv:		
DV.		

Title: Vice President

State of New Mexico

) ss. County of <u>Bernalillo</u>

Holly Mitchell		(name), being duly sworn, deposes and says
that he is	Vice President	(title) of

______J&H Services, Inc. _____(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: _____



Statement of Bidders Qualifications

- 1. J&H Services, Inc. 87957
- 2. 6616 Gulton Ct NE, Suite90, Albuquerque, NM 87109
- **3.** October 22nd, 2002
- 4. J&H Services, Inc. was Incorporated on October 22nd, 2002
- 5. 20+ years.
- 6. Please see attached current projects list.
- 7. J&H Services, Inc. is a Heavy Civil and Underground Utility Contractor.
- 8. J&H Services, Inc. has never failed to complete awarded work.
- 9. J&H Services, Inc. has never defaulted on a Contract.
- 10. Please see attached Past Projects list.
- 11. Please see Equipment list.
- 12. Please see attached Past Projects list.
- 13. Please see attached Resumes.
- 14. Credit Available: \$1,000,000.00
- 15. Loretta Reeves Wells Fargo (505) 766-6415
- 16. J&H Services, Inc. will provide financial statement upon owner's request.



Current Workload

Project Name: Clovis Airport Distribution Line Extension
Owners Contact Person: EPCOR – Chad Talbot (480) 349-7949
Design Engineer: Dennis Engineering – Tappan Mahoney
Contract Date: July 2022
Role & Type of Work: J&H Services served as prime contractor; Installation of 12" PVC C900 distribution
waterline with multiple jack and bores and appurtenances.
Status: 75% - December 2022
Cost of Work: \$1,356,609.20

Project Name: Town of Lake Arthur Fresh Water System Transmission Line Owners Contact Person: Town of Lake Arthur – (575) 365-2900 Design Engineer: Stantec – Ramses Ortega Contract Date: May 2022 Role & Type of Work: J&H Services served as prime contractor; Installation of 12" PVC C900 distribution waterline with multiple jack and bores and appurtenances. Status: 60% - December 2022 Cost of Work: \$721,822.00

Project Name: Industrial Park – Phase III Owners Contact Person: City of Artesia (575) 748-8290 Design Engineer: Smith Engineering – Scott Hicks (575) 622-8866 Contract Date: June 2022 Role & Type of Work: J&H Services served as prime contractor; new Roadway construction, including, earthwork, water lines and sewer lines. Status: 10% - Summer 2023 Completion Cost of Work: \$4,123,975.00

Project Name: 20th Street Reconstruction Owners Contact Person: City of Artesia (575) 748-8290 Design Engineer: Smith Engineering – Scott Hicks (575) 622-8866 Contract Date: January 2022 Role & Type of Work: J&H Services served as prime contractor; Roadway reconstruction, including, concrete flatwork water lines and sewer lines. Status: 33% - January 2023 Completion Cost of Work: \$2,901,935.00



Current Workload

Project Name: West Loop Rd. – Lea St thru Hackberry Draw Owners Contact Person: Eddy County – Jason Burns (575) 746-9540 Design Engineer: Scott Hicks – Smith Engineering (575) 622-8866 Contract Date: November 2021 Role & Type of Work: J&H Services served as prime contractor; New roadway construction, including earthwork, base, asphalt paving and CBC structure. Status: 90% - Fall 2022 Completion Cost of Work: \$1,649,095.00

Project Name: N. Atkinson Ave Rehab Owners Contact Person: City of Roswell – Louis Najar (575) 637-6281 Design Engineer: City of Roswell – Louis Najar (575) 637-6281 Contract Date: November 2021 Role & Type of Work: J&H Services served as prime contractor; Rehab existing roadway, including earthwork, base, asphalt paving and concrete flatwork. Additional work to replace water lines. Status: 70% - Fall 2022 Cost of Work: \$1,936,457.00



Contractor's Relevant Project Experience

Project Name: Rocking R Red Road Chip Seal Owners Contact Person: Eddy County – Jason Burns (575) 746-9540 Design Engineer: Eddy County – Jason Burns (575) 746-9540 Contract Date: January 2022 Role & Type of Work: J&H Services served as prime contractor; Double penetration chip seal for approximately 20 miles. Completion Date: June 2022 Cost of Work: \$1,123,208.45

Project Name: Red Rd/Campbell Rd Rehabilitation Owners Contact Person: Eddy County – 101 W. Greene St, Carlsbad, NM 88220 (575) 887-9511 Design Engineer: Souder Miller & Associates (575) 624-2400 Contract Date: December 2020 Role & Type of Work: J&H Services served as prime contractor; Roadway reconstruction, including shoulder widening and 2" HMA overlay. Completion Date: August 2021 Cost of Work: \$10,099,428.40

Project Name: Lea County Regional Airport Runway Safety Area Improvements Owners Contact Person: Lea County, 100 N. Main, Suite 11, Lovington, NM 88260 (575) 396-8521 Design Engineer: Molzen Corbin – (505) 242-5700 Contract Date: November 2019 Type of Work: Earthwork, grading and installation of corrugated structural steel plate box culvert. Status: Complete Cost of Work: \$1,500,000.00

Project Name: S. Atkinson Ave. Rehab Owners Contact Person: Louis Najar – City of Roswell, 415 N Richardson Ave, Roswell, NM 88201 Design Engineer: Louis Najar – City of Roswell - I.najar@roswell-nm.gov Contract Date: March 2019 Type of Work: 1 mile of Milling existing pavement, new HMA, C&G, sidewalks, drive pads and ADA. Status: Complete Cost of Work: \$1,451,000.00



Contractor's Relevant Project Experience (continued)

Project Name: South Washington Ave. & South Union Ave. Road Improvements Project Owners Contact Person: Louis Najar – City of Roswell, 415 N Richardson Ave, Roswell, NM 88201 Design Engineer: Louis Najar – City of Roswell - I.najar@roswell-nm.gov Contract Date: August 2018 Type of Work: Milling existing pavement, new HMA, sidewalks and ADA ramps. Status: Complete Cost of Work: \$996,000.00

Project Name: Standpipe Road Phase I Owners Contact Person: City of Carlsbad (575) 887-1191 Design Engineer: Jeremy Baker – Pettigrew & Associates (575) 393-9827 Contract Date: November 2017 Type of Work: Roadway reconstruction, shoulder widening, drainage and intersection improvements Status: Complete Cost of Work: \$1,205,000.00

Project Name: San Jose Phase 5 Road Reconstruction Owners Contact Person: Luis Camero - City of Carlsbad (575) 885-1185 Design Engineer: Paul Zagone - Souder Miller and Associates (575) 624-2400 Contract Date: November 2017 Type of Work: Relocate existing utility, reconstruct roadway Status: Complete Cost of Work: \$2,250,000.00



Major Equipment Available for this Project

Cat 430D Backhoe - Used John Deere 310J Backhoe - Used Cat 375 Excavator- Used Cat 631 Scrapers - Used Cat 651 Scrapers - Used Cat D9N - Used Cat D9L - Used Cat 345BL Excavator- Used John Deere 690ELC Excavator - Used Hitachi Excavator EX330LC-5- Used Cat 950F Loader - Used Cat 966E Loader - Used Cat 140M Motor Graders - Used International water truck - Used

Equipment Location: 3900 W. Mahan Hobbs, NM 88240

PROFESSIONAL ORGANIZATIONS/

SERVICES IN

LICENSES: New Mexico **GB98 General Building** GS08 Earthmoving, excavation, ditching GA01 - Streets, roadway, highways parking lots, alleys, seal coat and surfacing MS03 - Cesspool, septic and sewer Arizona K-02 - Excavating, grading and oli resurfacino A-12 - Sewers, drains and pipo laying Nevada A12 - Excavating, grading, trenching and surfacing Utan S310 - Excavation and grading S216 - Residential sewer connection and septic tank

JIM S. MITCHELL *PRESIDENT & CEO*

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As President and founder of J&H Services Inc., Mr. Mitchell owns and manages all operations of the business since its inception in 1997. Responsibilities include, but are in no way limited to estimating, sales, customer relations, advertising, fleet management, equipment purchases, employee training, subcontractor selection, quality control and human resources. Mr. Mitchell also frequently works in the field with his employees and understands what it takes to make a project successful, finishing on time and under budget. Mr. Mitchell is also experienced in operating all types of heavy equipment associated with excavation, paving and utility projects.

Throughout his 25+ year career Mr. Mitchell has gained a wide variety of project management experience in all facets civil construction including county, city, state and federal highway project, asphalt paving, excavation, utilities, parking lots, schools and other commercial and industrial projects. During Mr. Mitchell's tenure at Triad construction in the 1990's, his completed projects possessed the highest profit margins and least warranty issues in the company's history.

Mr. Mitchell also owns and manages Pipeline Solutions, Inc., a hot tapping/line stopping business he started, and is a partial owner of Tijmor LLC, a land development firm that has completed several successful subdivisions. Some examples from his vast project management experience is listed below.

Project Experience Includes:

- California Earthquake reconstruction of Cal State University North Ridge
- Remediation and reconstruction of largest pipe bursting project in New Mexico (Santa Fe Triad)
- Elena/Barstow Landfill Remediation; Albuquerque, NM (largest landfill remediation in Albuquerque for private land developer)
- W. Marland/West County Road Utility Extensions; City of Hobbs, NM
- Phase 1-B-1B Encinal System upgrade & replacement of schedule B water line; Pueblo of Laguna
- Eunice Water System Improvements; City of Eunice, NM



6616 Gulton Ct NE, STE 90 Albuquerque, NM 87109 Office 505-896-9428

Jana Lessard 705 Mission Arch Drive Roswell, NM 88201 575.626.5485

Education (Degree(s)/Years/Specialization:

- Master's Degree Mathematics University of Nebraska
- Bachelor's Degree Mathematics & Chemistry Summa Cum Laude University of South Dakota
- Microsoft Certifications: MS Word, MS Excel, MS Access
- Project Management Critical Path Method
- Computer Training: MS Power Point, MS Project, Sure Track, PIII,
- OSHA 30, CPR, First Aid,
- Certified Preparer Storm Water Pollution Prevention Plan
- Certified Project Management P6 Oracle University

Achievements, Special Recognition, and Honors:

- Construction Specifications Institute Fellow
- Named "30 Top Women of Influence" Albuquerque Business Weekly
- National Society of Women Professionals National Honoree

Work History:

Project Manager November 27, 2017 – Present - J&H Services, Inc 6616 Gulton Ct. NE Albuquerque, NM 87109

Project Manage/Environmental Compliance Manager May 2008 – November 2017 – Constructors, Inc. 3003 S. Boyd Drive Carlsbad, NM 88220

Project Manager/Environmental Compliance Officer June 2000 – May 2017– Armstrong Construction Company – Company sold to Constructors, Inc. May 2008.

Project Manager Duties and Responsibilities:

- Direct and manage project from beginning to end.
- Study job specifications to determine appropriate construction methods.
- Define project scope, goals and deliverables that support project goals.
- Effectively communicate project expectations to team.
- Estimate the resources and participants needed to achieve project goals.
- Draft and submit project budget, and subsequent budget changes where necessary.
- Determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle.
- Delegate tasks and responsibilities to appropriate personnel.
- Identify and resolve issues and conflicts within the project team.
- Identify and manage project dependencies and critical path.
- Plan, schedule, and track project timelines and milestones.
- Develop and deliver progress report, proposals, requirements documentation and presentations.
- Inspect and review projects to monitor compliance with building and safety codes and other regulations.
- Interpret and explain plans and contract terms to administrative staff, workers, and clients, representing the owner or developer.
- Obtain all necessary permits and licenses.

Bid # 09 (22-23) WYOMING AVENUE

DUE DATE: November 29, 2022 - 2:00 P.M. (MST)

ATTENDANCE AT BID OPENING

NAME	COMPANY	PHONE #	E-MAIL ADDRESS	
TYLER KOCH	J&H SERVICES INC	(505) 894-9428	tyler@jhservicesinc.o	Iom
Kuchelle Thoupson	Constructors,	575 - 706 - 7309	Champson Ocicoustrac	1
Rus Ly Praylas	RAMINER ANd South	375-1005 6946	Musty & Mmirez and So	
Mat Michael	, 			Con
Lupe Salmon	Squere nort services UC	575-231-734 7		
Jeremy Baker	Square Root Services U.C. Square Root Services LLC	5756312182	jereny, baker@ square serv	root
Keri Herguson			serv	ices, Nel
	/			

LEGAL NOTICE OF INVITATION FOR BIDS

LEA COUNTY, NEW MEXICO

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 Tuesday. November 29, 2022 to the:

> Finance Director 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 after 2:00 p.m. (local time) on

Tuesday, November 29, 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 ENGINEER at Jeremy.Baker@squarerootservices.net

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 Tuesday. November 22, 2022. Email your questions to: Jeremy.Baker@squarerootservices.net

No pre-bid meeting will be held.

LEA COUNTY BOARD OF COMMISSIONERS BY: Dean Jackson, CHAIR

Publication Date(s):

(FOR OWNER USE ONLY)

Newspaper: <u>Hobbs News-Sun</u> Newspaper:

Lovington Leader

Publish:

Publish:

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

WYOMING AVENUE

COMMODITY CODE# 91371

BID #09-(22-23)

LEA COUNTY, NEW MEXICO



ENGINEERING CERTIFICATION

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.



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SECTION 1 – TERMS AND CONDITIONS

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 <u>no later than 2:00 p.m.</u> (local time) on Tuesday, November 29, 2022 to the:

Finance Director 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 <u>"BID # 09 (22-23)".</u> 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.
- Bids will be officially opened and publicly read aloud <u>after 2:00 p.m. (local</u> <u>time) on Tuesday, November 29, 2022</u> 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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

- 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 at least seven (7) working days prior to bid time by email to: ENGINEER AND LEA COUNTY INFO.
- 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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

WYOMING AVENUE

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.

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

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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 one hundred (100) calendar days.

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

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bidder, the subcontractor may request the list to be returned, and it will be returned unopened.

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

8.1 The name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the

Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.

9. BID FORM

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

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

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

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

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

10. SUBMISSION OF BIDS

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

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

11. MODIFICATION AND WITHDRAWAL OF BIDS

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

12. OPENING OF BIDS

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

13. BIDS TO REMAIN OPEN

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

14. AWARD OF CONTRACT

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

14.2 In evaluating bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work whose identity may be submitted as

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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 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

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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 or more than one bid under different names by any firm or individual shall be cause for rejection of all bids without consideration.

19. PREPARATION OF BID

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

20. POWER OF ATTORNEY

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

21. CONDITIONAL BIDS

Conditional bids will not be accepted.

22. INSURANCE

See requirement at Section 8 - Certificate of Insurance.

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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

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

Date:

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

WYOMING AVENUE

Commissioners:

The Bidder, in compliance with your invitation for bids for construction of the **WYOMING AVENUE**, 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 <u>Sunday, November 6, 2022</u>.
- 2. New Mexico State Highway and Transportation Department <u>Standard Specifications for Highway and Bridge Construction, 2019</u> <u>Edition</u>
- 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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	BASE BID				
ITEM	DESCRIPTION	UNIT	QTY.	UNIT	AMOUNT
NO.				PRICE	
201000	CLEARING AND GRUBBING	ACRE	6.05		
203000	UNCLASSIFIED EXCAVATION	C.Y.	4,271		
207000	SUBGRADE PREPARATION	S.Y.	22,734		
303180	8" FLEXIBLE BASE COURSE	S.Y.	18,514		
407000	ASPHALT MATERIAL FOR TACK COAT	S.Y.	27,699		
409000	AGGREGATE PRIMER	S.Y.	12,058		
423270	HMA SP-IV 3" COMPLETE	S.Y.	27,699		
499000	SINGLE PENETRATION 3/8" CHIPSEAL	S.Y.	24,520		
570018	18" CULVERT PIPE	L.F.	32		
570150	21"S X 15"R (NOMINAL) CULVERT PIPE ARCH	L.F.	160		
602010	RIPRAP CLASS B	C.Y.	45		
603220	CHECK DAM TYPE I	L.F.	282		
603281	SWIPP PLAN PREPARATION AND MAINTENANCE	LS	1		
618000	TRAFFIC CONTROL MANAGEMENT	LS	1		
621000	MOBILIZATION	LS	1		
632000	CLASS A SEEDING	ACRE	4.2		
701000	PANEL SIGNS	S.F.	44		
701100	STEEL POST AND BASE POST FOR ALUMINIUM	L.F.	160		
	PANEL SIGNS				
703002	OBJECT MARKER TYPE 2	EACH	34		
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	11,050		
	(SOLID YELLOW)				
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	22,950		
	(SOLID WHITE)				
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	6,000		
	(BROKEN YELLOW)				
801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1		
802000	POST CONSTRUCTION PLANS	LS	1		
	BASE BID TOTAL				

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WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

TOTAL BASE BID

\$_____

TOTAL BASE BID, IN WRITING:

Important: Bidders must submit total base bid for Phase I and II and alternate bid for Phase III of this project.

<u>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.</u>

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

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

Addendum No	Date
Addendum No	Date

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The Bid is hereby respectfully submitted by:

Name of Bidder

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

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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 the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the

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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)

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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:

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

Yes No

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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:

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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 Representati	/e: Date:
Signature of Authonzeu Representati	/eDate

Print Name and Title: _____

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NON-COLLUSION AFFIDAVIT

STATE OF_____ COUNTY OF_____

_____(name) being first duly sworn, deposes and says that he/she is (title)___

who submits herewith to the County of Lea, a proposal; That all statements of

fact in such proposal are true;

of organization)

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.

	Ву:	
	Name & Title	
SUBSCRIBED and sworn to before me this	day of	20
Notary Public:		
My Commission Expires:		

SECTION 4 – BID GUARANTY

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KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ______as "SURETY" are held and firmly bound unto the <u>County of Lea, New Mexico</u>, 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:

WYOMING AVENUE

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

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ATTEST: (SEAL)	
	Principal
	Ву:
Witness as to Principal	Principal Address
ATTEST: (SEAL)	
	Surety
	Ву:
Witness as to Surety	Surety Address
COUNTERSIGNED:	
Ву:	
Attorney-in-Fact, State of	
Power-of-Attorney for person signing for Suret	ry Company must be attached to bond.

SECTION 5 – PERFORMANCE BOND

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KNOW ALL MEN BY THESE PRESENTS, 1	「hat we (1)
a (2)hereinafter calle	d "PRINCIPAL" and (3)
of	State of
	ld and firmly bound unto (4) <u>County of Lea. New Mexico</u> ,
hereinafter called "OWNER", in the pen-	al sum of
	Dollars(\$
	in lawful money of the United States, for the
	to be made, we bind ourselves, our heirs, executors,
administrators, personal representativ	es, and successors and assigns, jointly and severally,
firmly by these presents.	

THE CONDITION OF THIS OBLIGATION IS S	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:

WYOMING AVENUE

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	
	Ву:	
Principal-Secretary	Name/Title	
Witness as to Principal	Principal Address	
ATTEST: (SEAL)		
	Surety	
	Ву:	
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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

KNOW ALL MEN E	BY THESE PRESENTS, That we (1)		
a (2)	hereinafter called "PRINCI	PAL" and (3)	
	of	, State of	
	I the "SURETY", are held and firmly bou		<u>o,</u> hereinafter called
"OWNER", in the	penal sum of		
		Dollars(\$	in
our heirs, exec	he United States, for the payment of w utors, administrators, personal repr by these presents.	,	
	OF THIS OBLIGATION IS SUCH THAT with the Owner, dated the	•	

copy of which is hereto attached and made a part hereof for the construction of:

WYOMING AVENUE

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) counterpa	arts, each one of which
shall be deemed as an original, this	day of	20

SECTION 6 – PAYMENT BOND

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

ATTEST: (SEAL)		
	Principal	-
	Ву:	
Principal-Secretary	Name/Title	-
Witness as to Principal	Principal Address	-
ATTEST: (SEAL)		
	Surety	-
	Ву:	
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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

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

WYOMING AVENUE

and more fully described as follows, to-wit:

Furnish and install <u>WYOMING AVENUE</u> 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 <u>Standard Specifications for Highway and Bridge Construction</u>, 2019 Edition, as amended and revised by the <u>Supplemental Specifications</u>, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses <u>Standard Specifications for Highway and Bridge Construction</u>. 2019 Edition

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
- 0. Supplemental Specifications

<u>Price</u>. 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 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.

<u>State Wage Rates</u>. 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.

<u>Termination of Contract.</u> 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.

<u>Time for Completion: Liquidated Damages</u>. 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.

<u>Payment</u>. 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 our 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, is 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 56-7-71 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.

<u>Miscellaneous</u>. 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

Ву_____

Title_____

Finance Director

APPROVED AS TO FORM:

County Attorney

ATTEST: (SEAL)

CONTRACTOR:

Ву_____

Contractor - Secretary

Title_____

SECTION 8 – CERTIFICATE OF INSURANCE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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 <u>must</u> clear up problem with S.C.C. before contract is executed.

SECTION 8 – CERTIFICATE OF INSURANCE

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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

LEA COUNTY, NEW MEXICO

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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:

Finance Director 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 WYOMING AVENUE BID #09-(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.

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



LABOR RELATIONS DIVISION

401 Drondway NE Albuquargun, NM 87102 Phone: 505-841-4400 Fax: 505-841-4424 226 South Alarenda Bivo Las Cruces: Mil 88000 Phane: 575-524-6195 Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheos St. Suite 103 Santa Fe, MM 87505 Phone: 505-827-8817 Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title Wyoming Ave Requested Date: 11/01/2022 Approved Date: 11/02/2022 Approved Wage Decision Number: LE-22-2675-A

Wage Decision Expiration Date for Bids: 03/02/2023

 Physical Location of Jobsite for Project: Job Site Address: Wyoming Ave., west side of Jal. NM Job Site City. Jul Job Site County: Lea

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

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

5) Estimated tetal project cost: \$925,000.00

a. Ans 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 Wege Decisions related to this project?: No

e. What is the ultimate purpose or functional use of the construction once it is completed?; shoulder widened, pavement overlay, reconstruction areas

6) Classifications of Construction:

Classification Type and Cost Total	Description	
Highway/Utilities (A)	shoulder widening, pavement overlay, full depth reconstruction in	
Cost: \$925,000.00	some areas	

An Equal Opportunity Employer

Page 1 of 1

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



LABOR RELATIONS DIVISION 401 Invadway NE Albuquergoe, NM 87102 Force: 505-841-4400 Fac: 505-840-4420 WWW.DWILSTATENM.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: <u>http://www.dws.state.nm.vs/pwaa</u> (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 1 (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.ua/pwaa.prior to bidding when their bid willesceed \$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.

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Page 1 of 2

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



LABOR BELATIONS DIVISION 401 Broadway 240 Albiquergile, NM 87102 15oue: 505-843-4400 Fax: 505-841-4424

WWW.DWS.STATE.NM.US

0.001111

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.rm.us/pwaa prior to bidding when their bid willenceed \$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: <u>https://www.dws.state.nm.us/Labor-Relations/Labor-</u> 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.

An Equal Opportunity Employer

Page 2 of 2

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)



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 techniclan	41.47	17.37
Cable Splicer	48.75	19.19
ectricians-Outside Classifications:		
Ground man	25.27	11.76
Equipment Operator	36.27	16.09

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 In	19.93 a	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 <u>WWW.DWS.STATE.NM.US</u>. 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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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	
		Na	ame of Bic	lder:		
		Ву	/:			
		Ti	tle:			
State ofss. County of)					
		(r	name), beii	ng duly s	sworn, depo	ses and says
that he is		(title)	of			
		(com	pany) and	all foreg	oing questi	ons and all
statements therein contai	ned are true	e and	l correct.			
Subscribed and sworn to	before me tl	his	day of			_ 20

Notary Public: _____

My commission expires: _____

SECTION 11 – PROJECT DESCRIPTION

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

WYOMING AVENUE RECONSTRUCTION

Project Description

The County of Lea is proposing to reconstruct Wyoming Avenue in Jal, New Mexico. This project includes shoulder widening, excavation and fill, ditch grading, overlay, chip seal, signage and stripping, and miscellaneous. Termini of Wyoming Street is from south of NM 128, to east of the west municipal boundary of the City of Jal, New Mexico, approximately 1.10 miles.

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

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

END OF SECTION

SECTION 12 – SPECIAL PROVISIONS

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.
- 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

SECTION 12 – SPECIAL PROVISIONS

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(22-23)

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 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.

SECTION 12 – SPECIAL PROVISIONS

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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

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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

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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

WYOMING AVENUE COMMODITY CODE# 91371 BID #09-(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.

DESCRIPTION

PAGE

MODIFYING SECTION 201 - CLEARING AND GRUBBING	. 2
DELETING SECTION 303 – BASE COURSE	. 2
ADDING AND MODIFYING SECTION 247 – FLEXIBLE BASE	. 2
MODIFYING SECTION 407 - TACK COAT	. 3
ADDING SECTION 409 - AGGREGATE PRIMER	. 4
MODIFYING SECTION 423 - HOT MIX ASPHALT	. 5
ADDING SECTION 499 - CHIPSEAL	. 5
ADDING SECTION 611 – TRENCH DRAIN	. 8

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	Clearing and Grubbing	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:

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

Item Number	Description	Unit
303210	6" Flexible Base	S.Y.

MODIFYING SECTION 407 - TACK COAT

Delete subsection 407.4 and replace with the following:

407.4 METHOD OF MEASUREMENT

407.4.1 Bituminous material for tack coat will be measured by the square yard. Estimated application rates to range from 0.06 to 0.10 gallons per square yard.

407.5 BASIS OF PAYMENT

407.5.1 Bituminous material for tack coat will be paid for at the contract unit price per square yard.

Payment will be made under:

Item Number	Description	Unit
407000	407000 Asphalt Material for Tack Coat	

Separate payment will not be made for water added on site to further dilute emulsified asphalts.

Any tack placed on existing concrete curbs, sidewalks, medians or pavements shall be cleaned and removed. No separate payment or measurement will be made for this work.

ADDING SECTION 409 - AGGREGATE PRIMER

ADD the following:

409.1 This work shall consist of placing Aggregate Primer on top of flexible base course. The contractor shall provide bituminous material. The Contractor is responsible for furnishing any blotting material, if necessary. Aggregate shall meet the following gradation requirements.

SIEVE SIZE	PERCENT PASSING	SAND SEAL
	3/8	
1/2"		100%
3/8"	100%	
No. 4	0-10%	90-100
No.10	0-2%	30-90
No.200		0-5

- 409.2 The rate of application shall be:
 - i. 3/8" Aggregate (Chip) shall be applied at a rate of 15 to 20 lbs/sq. yd.
 - ii. Asphalt Emulsified Prime (AE-P) shall be applied at a rate of 0.12 to 0.14 gal/sq. yd.

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

409.4 METHOD OF MEASUREMENT

Aggregate Primer will be measured by the square yard.

409.5 **BASIS OF PAYMENT**

Payment will be made under:

Item Number	Description	Unit
409000	Aggregate Primer	

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

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
423270	HMA SP-IV 2" Complete	S.Y.

No separate measurement or payment will 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.

ADDING SECTION 499 - CHIPSEAL

ADD the following:

SIEVE SIZE	PERCENT PASSING	SAND SEAL
	3/8	
1/2"		100%
3/8"	100%	
No. 4	0-10%	90-100
No.10	0-2%	30-90
No.200		0-5

499.1 Single penetration chip seal surfacing shall meet the following requirements.

Accepted aggregate material must also meet the following requirements:

- 1. Aggregate shall consist of gravel, crushed slag, crushed stone or crushed natural limestone rock. Caliche will not be accepted.
- 2. At least 75% of the Material retained on the No. 4 sieve will be composed of particles that have at least two Fractured Faces. Fractured Faces will be determined in accordance with NMDOT Method FF-1, *Fractured Face Determination for Coarse Aggregate*.
- 3. The aggregate is free of organic matter, lumps of clay, or other material that prevents thorough coating with asphalt Material.

- 4. The aggregate is obtained from a source with an <u>AI of 20</u> or less when calculated in accordance with Section 910 of STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION 2019 EDITION.
- 5. The rate of application shall be:
 - i. 3/8" Aggregate (Chip) shall be applied at a rate of 28 to 34 lbs/sq. yd.
 - ii. Polymer Modified High Float Emulsion (HFE-100P) shall be applied at a rate of 0.36 to 0.42 gal/sq. yd.

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

TEST DESCRIPTION		100P		
TEST DESCRIPTION	Min.	Max.	TEST NO.	
Original Material:				
Viscosity, Saybolt Furol at 50°C (122°F), Sec	50	-	AASHTO T-59	
Sieve Test, Retained on No. 20 Sieve, %	-	0.1	AASHTO T-59	
Storage Stability Rest, 24 hours, %	-	1.0	AASHTO T-59	
Demulsibility, 35mL (1.2 fl oz) 0.10 N, CaCl, %		-	AASHTO T-59	
Residue from Distillation Test to 204°C (400°F)	65	-	AASHTO T-59	
Oil Distillate by Volume of Emulsion, %	-	3	AASHTO T-59	
Residue Material:				
Penetration at 25°C (77°F), 100 g, 5 s, 0.1 mm	90	150	AASHTO T-49, ASTM D5	
Float Test @ 60°C (140°F), Sec	1200	-	AASHTO T-50, ASTM D139	
Ductility 25°C (77°F), 5cm (2 inch)/min	40	-	AASHTO T-51, ASTM D113	
Elastic Recovery 10°C (50°F), %	58	-	AASHTO T-301	

The HFE-100P emulsion shall meet the following requirements.

499.2METHOD OF MEASUREMENT

Chip seal surface treatment will be measured by the square yard.

499.3 BASIS OF PAYMENT

Payment will be made under:

Item Number	Description	Unit
499000	499000 Single Penetration 3/8" Chip Seal	

APPENDIX A

Item 247 Flexible Base



247

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 <u>Tex-100-E</u> 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.

Material Requirements					
Property	Test Method	Grade 1–2	Grade 3	Grade 4 ²	Grade 5
Sampling	<u>Tex-400-A</u>				
Master gradation sieve size (cumulative % retained)					
2-1/2"		0	0		0
1-3/4"	T 440 F	0–10	0–10		0–5
7/8"	<u>Tex-110-E</u>	10–35	-	As shown on	10–35
3/8"		30-65	-	the plans	35–65
#4		45-75	45-75		45-75
#40		65–90	50-85		70–90
Liquid Limit, % Max	<u>Tex-104-E</u>	40	40	As shown on the plans	35
Plasticity Index, Max ¹	Tev 10/ F	10	12	As shown on the plans	10
Plasticity index, Min1	<u>Tex-106-E</u>	As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Тоу 114 Г	40	_	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve	<u>Tex-116-E</u> -	20	_	As shown on the plans	20
Min compressive strength, psi	Тан 117 Г				
lateral pressure 0 psi		35	-	As shown on	-
lateral pressure 3 psi	<u>Tex-117-E</u>	-	-	the plans	90
lateral pressure 15 psi	1	175	-		175

Table 1

 Determine plastic index in accordance with <u>Tex-107-E</u> (linear shrinkage) when liquid limit is unattainable as defined in <u>Tex-104-E</u>.

2. 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 <u>Tex-460-A</u>, 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 <u>Tex-145-E</u>. 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 <u>DMS-11000</u>, "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 <u>Tex-413-A</u>. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with <u>Tex-406-A</u>. 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 <u>Tex-140-E</u>. 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 <u>Tex-113-E</u>, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by <u>Tex-113-E</u>. Measure the moisture content of the material in accordance with <u>Tex-115-E</u> or <u>Tex-103-E</u> 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 <u>Tex-115-E</u>. 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 <u>Tex-1001-S</u>. 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 <u>Tex-103-E</u> 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.