

INVITATION TO BID CONSTRUCTION CONTRACT

BID NUMBER: 20112012-001

Sealed bid opening date:
Tuesday, September 6th 2011, 2:00 PM
RATON SCHOOL DISTRICT

PROJECT: RATON HIGH SCHOOL
PAVING PROJECT

DISTRICT PROJECT NO.: 20112012-001

PSFA PROJECT NO.: P08-023

PSFA FUNDING: ☒ YES ☐ NO

DESIGN PROFESSIONAL OF RECORD:
KENNETH SCOTT BERRY, P.E.
808 SOUTH 2ND ST. RATON NM, 87740

BID OPENING ADDRESS:

RATON SCHOOL DISTRICT
1550 TIGER CIRCLE
PO BOX 940
RATON, NM 87740
Telephone: (575) 445-9111
Fax: (575) 445-5641

OWNER:
RATON PUBLIC SCHOOLS SCHOOL
DISTRICT
RATON SCHOOL BOARD
Post Office Box 940
1550 Tiger Circle
Raton, NM 87740
(575) 445-9111

DATE: July 12, 2011

Contact Name:
David Wilden
(575) 445-9111
ratonsup@raton.com

IMPORTANT: BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

SEALED BIDS WILL BE RECEIVED AT THE ABOVE SPECIFIED DATE, LOCAL TIME AND ADDRESS THEN PUBLICLY OPENED AT THE ABOVE SPECIFIED ADDRESS AND READ ALOUD. BIDS NOT RECEIVED BY THE ABOVE SPECIFIED DATE, LOCAL TIME AND AT THE LISTED ADDRESS PRIOR TO BID TIME, WILL NOT BE OPENED OR CONSIDERED. DELIVERY IS SOLELY THE RESPONSIBILITY OF THE BIDDER.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS," SECTION 00100.

THE BID PROPOSAL FORM MUST BE ACCOMPANIED BY A SURETY BOND, SUBCONTRACTOR LISTING FORM, AND DOCUMENTS SPECIFIED IN THE "INSTRUCTIONS TO BIDDERS."

IF PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL – PUBLIC SCHOOL FACILITIES AUTHORITY (PSFA) HAS FUNDED THIS PROJECT IN WHOLE OR IN PART, OWNER, REFERRED TO THROUGHOUT THE CONTRACT DOCUMENTS, TO BE BOTH THE SCHOOL DISTRICT AND THE PSFA AS IF SINGULAR IN NUMBER

This mailing contains three pages

INVITATION TO BID page 2

Bidding Documents may be obtained at the office of the Design Professional of Record upon payment of **\$ 50** for each complete set. CHECKS SHOULD BE MADE PAYABLE TO "OWNER" as listed on page 1 of this Invitation to Bid. Incomplete sets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within fifteen (15) days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the fifteen-day period.

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATIONS:

1. Design Professional's location:
K.S. Berry Engineering
808 S. 2nd St.
Raton, New Mexico 87740
(575) 445-1632
2. Owner's location as listed on page 1 of this Invitation to Bid or as determined by Owner
3. Builder's News and Plan Room
3435 Princeton Drive NE
Albuquerque, New Mexico 87107
(505) 884-1752
4. Construction Reporter
1609 Second Street NW
Albuquerque, New Mexico 87102
(505) 243-9793
5. Dodge Reports
1615 University Boulevard NE
Albuquerque, New Mexico 87102
(505) 243-2817

Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted. Plans and specifications are available from the Design Professional of record.

NOTE: Base Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if bid amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the Labor Commissioner for this project. If the bid amount of the contractor or any subcontractor exceeds \$50,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

INVITATION TO BID page 3

Bid Security, if bid greater than \$25,000, in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico shall be required from the successful Bidder prior to award of contract.

A completed Subcontractor Listing Form must accompany each bid.

Each subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to approved substitution of Subcontractor.

The Bidding Documents contain a time for completion of the work and further impose liquidated damages for failure to complete the work within that time period.

No Bidder may withdraw his bid for **45 days** after the actual date of the opening thereof.

The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

Attention of the Bidder is particularly directed to the current requirements as to Resident Contractor's Preference per Section 13-4-3 NMSA 1978. The provisions of Sections 13-4-1 through 13-4-4 NMSA 1978 are not applicable to projects receiving Federal aid or when the expenditure of Federal funds designated for a specific contract is involved.

Requests for approval of substitutions for "or equal" material or equipment, if allowed by the contract documents, must include a detailed itemized comparison of the proposed substitution with the specified product and be submitted at least 10 days prior to the bid date in accordance with Paragraph 3.3 of the Instructions to Bidders.

A **pre bid meeting** is scheduled approximately 15 days, but, not less than 10 days, prior to the bid date at:

LOCATION: Raton Public Schools Administration Building
1550 Tiger Circle
Raton, New Mexico 87740

On:

DATE: August 23rd, 2011 TIME: 2:00 PM

END OF INVITATION TO BID

BID FORM (Lump Sum or Unit Price)

BIDDER'S Name and Address:

Telephone:

Fax:

Federal Tax ID #:

New Mexico Tax ID #:

CID License #

ITB NO.: 20112012-001

PROJECT NAME:

RATON HIGH SCHOOL PAVING PROJECT

PROJECT NO.: P08-023

LOCATION: RATON HIGH SCHOOL

This Bid is submitted to Owner:

**RATON SCHOOL DISTRICT
RATON SCHOOL BOARD**

Post Office Box 940
1550 Tiger Circle
Raton, NM 87740
Phone (575) 445-9111

In collaboration with Co-Owner:

**Public School Capital Outlay
PUBLIC SCHOOL FACILITIES AUTHORITY**

2019 Galisteo, Suite B-1
Santa Fe, NM 87505

Phone (505) 988-5989

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

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

3. The Contractor shall include the following cash allowances in his Bid: NONE

4. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

No. _____ Title: _____ Date: _____

- B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
- C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;
- D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;
- E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Design Professional is acceptable to the Bidder;
- F. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;
- G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;
- H. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,
- I. the Bidder will complete the Work for the following price(s) **(do not include any gross receipts tax in the price(s)).**

5. Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract plus additive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be selected by the Owner.

(Design Professional to strike out subsection not applicable.)

A. LUMP SUM PRICE (please use typewriter or print legibly in ink) Base Bid (use words):

Contractor to include in price all labor, materials, equipment and appurtenances necessary to complete the Base Bid construction as detailed in Project Drawings Sheets (G-1, SP-1, and C1-C3) Project Manual and Contract Documents..

(\$)

Alternate 1 (add)

Alternate 1 as detailed in Project Drawings Sheets (G-1, SP-1, and C1-C3) Project Manual and Contract Documents

(\$)

Alternate 2 (add)

Alternate 2 as detailed in Project Drawings Sheets (G-1, SP-1, and C1-C3) Project Manual and Contract Documents

(\$)

Alternate 3 (add)

Alternate 3 as detailed in Project Drawings Sheets (G-1, SP-1, and C1-C3) and Project Manual and Contract Documents

(\$)

All specific cash allowances are included in the price(s) set forth above.

B. UNIT PRICE

If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities:

Contractor to provide a unit price for each square yard of pavement rehabilitation. This price shall include processing of existing asphalt pavement surface, stockpiling of processed material, subgrade shaping and preparation, placement and grading of 2 inch processed existing pavement material, placement, shaping and compacting 4 inch aggregate base course and placement of 2 inches of SPIV Hot Mix Asphalt Surface Course. Please refer to Detail 2/C-3 for typical section.

(\$)

6. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than thirty (30) days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of Two Hundred and Fifty Dollars (\$250) per consecutive day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

7. The following documents are attached to and made a condition of this Bid:

- A.** Bid Security with Agent's Affidavit;
- B.** Subcontractors Listing; and,

8. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

9. The Bidder is a(n):

A. INDIVIDUAL;

By: _____
 (Individual's Signature)
 Doing business as: _____
 Business address: _____

Telephone: (____) _____

FAX: (____) _____

B. PARTNERSHIP:

By: _____
 (Firm Name)

 (General Partner's Signature)
 Business address: _____

Telephone: (____) _____

FAX: (____) _____

C. CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By _____ Title: _____
(Print Name of Person Authorized to Sign)* _____
Signature of Authorized PersonIf a New Mexico Corporation: _____
NM Certificate of Incorporation NumberIf a Foreign Corporation: _____
NM Certificate of Authority Number

Attest (Secretary): _____

Business address _____

Telephone: (____) _____

FAX: (____) _____

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:By _____
(Name)Address: _____

Telephone: (____) _____

FAX: (____) _____

By _____
 (Name)
 Address: _____

 Telephone: (____) _____
 FAX: (____) _____

 By _____
 (Name)
 Address: _____

 Telephone: (____) _____
 FAX: (____) _____

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

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number _____ License Classification: _____

Dept. of Workforce Solutions Minimum Wage Act Registration Number
 (DWS#) _____

Resident Contractor's Preference Number: _____