

INVITATION FOR BIDS

The Pojoaque Valley School District, the District will accept sealed Bids from qualified BIDDERS for a Pavement Improvement Project at both the Jacona Campus and Middle school campus sites in Santa Fe, New Mexico. The Jacona Campus is located at 1574 State Road 502, the Middle School campus is located at 1797 State Road 502 W.

The project consists of improving the asphalt infrastructure, this would include complete removal to subgrade on certain sections, patching some sections, crack sealing with rubberized asphalt, and seal coating certain sections.

BIDS shall be on an item by item basis with unit prices. Segregated bids or lump sum bids will not be accepted except on specific items as indicated on the BID SCHEDULE.

BIDS will be received until Friday, April 5, 2019 at 2:00 p.m. (local time) at the office of Sandra Martinez, Chief Purchasing officer with the Pojoaque Valley School District, Santa Fe, New Mexico, 87506. Physical address is at 1574 State Road 502, Central office is just north of Ben Lujan Gym. Bid Packets can also be picked up at this location.

BIDS received after this time will not be accepted. BIDS shall be binding and may not be withdrawn for a period of 90 calendar days after the closing time.

This is a publicly funded project. The DISTRICT reserves the right to waive any and all informalities, to negotiate terms of the contract, to reject any or all BIDS at its discretion for any reason whatsoever, to disregard all nonconforming or conditional bids, and to contract in a manner deemed in the best interest of the District.

POJOAQUE VALLEY SCHOOL DISTRICT

SANDRA MARTINEZ, CHIEF PURCHASING OFFICER

INFORMATION FOR BIDDERS

BIDS will be received by the **Pojoaque Valley School District**. Hereafter called the **OWNER** at the office of Sandra Martinez hereinafter called the **Chief Purchasing Officer** with Pojoaque Valley School District, Santa Fe, New Mexico 87506

Each BID must be submitted in a sealed envelope, addressed to the CHIEF PURCHASING OFFICER or the BUSINESS MANAGER. Each sealed envelope containing a BID must be plainly marked on the outside as a BID for:

PAVEMENT IMPROVEMENT PROJECT
POJOAQUE VALLEY SCHOOL DISTRICT
Santa Fe, New Mexico

On the outside, the envelope must also bear the name of the BIDDER, his address and his contractor's license number, if applicable.

All BIDS must be submitted on the required BID Form. All blank spaces for the Bid prices must be completed in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER or his authorized representative will open the BIDS. The owner reserves the right to waive any or all informalities, to negotiate the terms of the contract, to reject any or all BIDS at his discretion for any reason whatsoever, to use the BIDS for any reason whatsoever, to disregard all nonconforming or conditional bids, and to contract in a manner deemed in the best interest of the District.

No BIDDER may withdraw a BID within 90 days after the actual date of submittal. Should there be any reason why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA if applicable. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be performed.

The OWNER shall provide to BIDDERS, prior to BIDDING, all information, which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

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The CONTRACT DOCUMENTS (including this INFORMATION FOR BIDDERS) contain the provisions required for the construction of the PROJECT. Information obtained from the officers, members, agents, or employees of the OWNER or any other person shall not affect the risks of obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT DOCUMENTS.

The Project is to be completed within 25 Calendar days from the date of the Notice to Proceed. Liquidated Damages of \$250.00 per day shall be assessed for each calendar day the completion date exceeds 25 days.

The NOTICE TO PROCEED shall be issued within 5 days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 5 day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make any investigations he deems necessary to determine the ability of the BIDDER to perform the WORK. The BIDDER shall furnish the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by or investigation of a BIDDER fails to satisfy the OWNER that said BIDDER is properly qualified to carry out obligations of the AGREEMENT and to complete the WORK contemplated therein.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Each BIDDER is responsible for inspecting the site, and reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of a BIDDER to do any of the foregoing shall in no way relieve said BIDDER from any obligation in respect to his BID.

The "New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction" latest edition as published by the NMDOT is hereby incorporated as the standard specifications for this project

The estimated quantities in the BID PROPOSAL are not guaranteed. Final payment will be based on actual quantities.

The successful BIDDER shall be required to furnish a certificate of insurance coverage to the OWNER as provided for in the general condition section 21 and special condition no. 2.

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Inspection meetings for prospective BIDDERS can be arranged by contacting Lawrence Ortiz, Buildings & Grounds Director.

COMPANY:

Pojoaque Valley School District

PROJECT ENGINEER:

Lawrence E. Ortiz, P.E.

ADDRESS:

1574 State Road 502, Santa Fe New Mexico 87507
(505) 231-2586 cell or e-mail at
leo@pvs.k12.nm.us

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BID PROPOSAL

BID PROPOSAL of:

_____ hereinafter called the BIDDER, organized and existing under the laws of the State of New Mexico doing business as [underline one of the following: (a partnership) (a corporation) (an individual)] to the **Pojoaque Valley School District.**, hereinafter called the OWNER.

In accordance with the INVITATION for BIDS, the BIDDER proposes to perform all WORK required for the PAVEMENT IMPROVEMENT PROJECT for the POJOAQUE VALLEY SCHOOL DISTRICT, Santa Fe County, New Mexico, in strict conformance with the CONTRACT DOCUMENTS and within the time period set forth therein, and at the prices stated herein.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 25 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter.

The BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM NO.	DATE
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BP-1

BID SCHEDULE

BIDDER agrees to perform the WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sums, which shall include all labor, materials, equipment and applicable fees. Gross Receipt taxes will be paid with each pay estimate at the rate set at that time. By his initials below, the BIDDER acknowledges that he has read and understood the SCOPE OF WORK.

Bidder's initials: _____

PAVEMENT IMPROVEMENT PROJECT

Bid at Middle School

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	2800	SY	Pavement removal/Replacement on roadway		
2	700	SY	Pavement Removal/replacement by warehouse		
3	800	SY	Patching		
4	2	EA	Speed Hump/remove replace		
5	1	LS	Striping of parking stalls		
6	3000	SY	Seal Coat		
7	1	LS	Traffic Control		

BID @ Jacona Campus

1	2000	SY	Pavement Removal/replacement		
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2	1400	SY	Seal Coat
3	1	LS	Traffic Control
4	1	LS	Striping
5	2	EA	Speed Bump Removal/replace

Sub -Total
GRT

Total Bid

SEE actual Bid Sheet next Page:

The above unit prices shall include labor, equipment, materials, overhead, profit, insurance, etc. to cover the finished WORK of the several kinds called for. All items that are required to complete the WORK as require in the specifications and drawings that are not listed on the above schedule are incidental and no separate payment made therefore. BIDDER agrees that this BID shall be binding and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving BIDS.

RESPECTFULLY SUBMITTED:

By _____ BIDDER _____

TITLE Address

License No. and Type Date submitted Phone No.

BS-1

SCOPE OF WORK

This Project entails the improvement of the asphalt infrastructure within the Jacona and Middle campus' of the Pojoaque Valley School District. Designated areas of deteriorated pavement will be removed in its entirety and replaced with new PMBP. Some areas will be patched and crack sealed. There will also be designated areas that will be seal coated.

Middle School Site

ITEM 1: Pavement Removal/Subgrade Compaction, Base course placement/Patching (SP-IV)

Work under this item consists of removing the deteriorated pavement which has been marked and measured. The deteriorated areas will be saw cut, removed and disposed of at the contractor's expense. Material removed will be a total of 8" to include existing pavement and subgrade. The material removed need to accommodate for 4" of new base-course and 4" of new Plant Mix Bituminous Pavement (SP-IV). The subgrade will be compacted to minimum NMDOT standards.

ITEM 2: Pavement Removal/ Replacement by Warehouse

Same as **ITEM 1:** above for the exception of material removed 9" and 5" base course and 4" PMBP

ITEM 3: Patching

Remove designated areas, saw cut and remove pavement and subgrade to 6" depth. Replace with 3" base course and 3" PMBP

ITEM 4: Speed Bump Removal

This item shall consist of removing existing speed bumps and replacing with new standard design speed humps (this shall also include all striping for speed humps)

ITEM 5: Striping

This work consists of re-striping all pavement to new conditions based on what currently is in place. The use of retro reflective paint is acceptable, two coats will be needed. Most of this striping will entail work on parking stalls.

ITEM 6: Seal Coat

This item will allow for the installation of a seal coat which will have all the properties conducive to Northern New Mexico climates. The seal coat will have some sand injection to help with skid resistance.

ITEM 7: Traffic Control

This item shall consist of the placement of all construction traffic devices needed for this type of work. The traffic devices shall meet all standards set out by the latest version of the Manual of Uniform Traffic Devices (MUTCD). In addition this shall also include the personal protective devices used by construction personnel.

Jacona Campus Site

ITEM 1: Pavement Removal/Replacement

Work under this item consists of removing the deteriorated pavement which has been marked and measured. The deteriorated areas will be saw cut, removed and disposed of at the contractor's expense. Material removed will be total of 8" to include existing pavement and subgrade. The material removed needs to accommodate for 4" of base course and 4" of new Plant Mix Bituminous Pavement (SP-IV). The subgrade will be compacted to minimum NMDOT standards.

ITEM 2: Seal Coat:

This item will allow for the installation of a seal coat which will have the properties conducive to Northern New Mexico Climates. The seal coat will have some sand injection to help with skid resistance.

ITEM 3: Traffic Control

This item shall consist of placement of all construction traffic devices needed for this type of work. The traffic items shall meet all standards set out the latest version of the Manual of Uniform Traffic Devices (MUTCD). In addition this shall also include the personal protective devices used by construction personnel.

ITEM 4: Striping

This work consists of re-striping all pavement to new conditions based on what is currently in place. The use of retro reflective paint is acceptable, two coats will be needed.

ITEM 5: Speed Bump Removal/Replace

This work consists of removing and replacing existing bumps and replacing with the current standard speed humps (striping of humps is also included in this bid item)

Miscellaneous Notes: All permits, fees (such as hydrant meter rental, water usage fees, and waste disposal) licenses, taxes, labor, equipment, materials necessary to complete the work will be incidental to project costs. Contractors will be responsible for locating all utilities using NM One Call.

SW-1

NOTICE OF AWARD

TO: CONTRACTOR

DATE:

Company_____

Project: **PAVEMENT IMPROVEMENT PROJECT**
Pojoaque Valley School District
Santa Fe, New Mexico

The OWNER has considered your BID submitted by you for the above described work in response to the INVITATION FOR BIDS.

You are hereby notified that the BID submitted by you has been accepted for items in the amount of _____

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT within five (5) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT within five (5) calendar days from the date of this Notice, the OWNER will be entitled to consider all your rights out of the OWNER'S acceptance of your BID as abandoned. The OWNER will also be entitled to any other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Pojoaque Valley School District.

Sandra Martinez, Chief Purchasing Officer

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

CONTRACTOR: _____ Date: _____

By: _____ Title: _____

AGREEMENT

This agreement is made this _____ day of _____, 2019 by and between the **Pojoaque Valley School District**, Hereafter called the OWNER, and _____ Company, doing business as [underline one of the following: (an individual), (a partnership),(a corporation)], hereinafter called the CONTRACTOR.

For and in consideration of the payments and agreements hereafter mentioned:

1. The CONTRACTOR will commence and complete the PAVEMENT IMPROVEMENT PROJECT at the Pojoaque Valley School District as per bid documents and scope of work listed.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other necessary services for the installation and completion of the Project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 5 calendar days after the date of NOTICE TO PROCEED and will complete the same within 25 calendar days unless the period for completions is extended otherwise by the OWNER. The CONTRACTOR further agrees to pas as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter.
4. The CONTRACTOR agrees to perform all WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ excluding gross receipts tax. Gross receipts tax will be paid with each pay estimate based on the actual rate at that time. Pay estimates for work performed shall also be as shown in the BID SCHEDULE.
5. The OWNER will pay the CONTRACTOR within 30 days upon submittal of pay estimate for such amounts as performed and listed on the BID SCHEDULE provided that the WORK has been completed and is acceptable to the PROJECT ENGINEER.
6. The AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. Arbitration of all questions in dispute under this agreement shall be at the choice of either party and shall be in accordance with the Construction Industry Arbitration Rules of the Arbitration Association.

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8. The term CONTRACT DOCUMENTS means and includes the following items:

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NOTICE OF AWARD

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9. Except as otherwise provided in the Contract Documents, the OWNER shall pay to the CONTRACTOR, in full consideration of the WORK performed hereunder, the total sum of \$ (\$), hereinafter referred to as the “contract sum” provided however, that said Contract Sum shall be adjusted for variations in quantities actually completed by the CONTRACTOR at the unit prices named in the BID PROPOSAL which is identified as Exhibit “A” attached hereto and made a part hereof. Final payment covering said amount, less all progress payments theretofore made hereunder, if any shall be made by the OWNER to the CONTRACTOR hereunder, acceptance thereof by the OWNER, and receipt of certified and properly documented invoice for the CONTRACTOR and full performance of all the CONTRACTOR’S obligations under the CONTRACT DOCUMENTS.

10. As the work progresses, the CONTRACTOR may receive periodic payments based upon the percentage of total contract work completed as determined by the PROJECT ENGINEER provided, however, that no such progress payments shall be made until thirty (30) days following receipt by the OWNER of properly documented invoice(s) is (are) received from the CONTRACTOR as provided in the Contract Documents. The OWNER may elect to withhold or retain ten percent (10%) of the amount due for each progress payment until final payment is made.

11. Full performance of the CONTRACTOR’S obligations includes providing “as built” information to the extent and in the form required by the OWNER as determined by the PROJECT ENGINEER, and in no case will more than Ninety Five Percent (95%) of the Contract sum be paid to the CONTRACTOR until such information is provided to and accepted by the OWNER.

12. The CONTRACTOR shall accept full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, workers

compensation insurance for disability, retirement benefits, life pensions, and annuities, plus other liability insurance which may now or hereafter be imposed by the United States or a State whether measured by wages, salaries, or enumeration, paid to persons employed by the CONTRACTOR, or otherwise, for the work required to perform hereunder.

13. The CONTRACTOR shall comply with all Federal and State Laws on such subjects, all rules and regulations promulgated there under, and shall maintain suitable forms, books, and records and save the OWNER and PROJECT ENGINEER harmless from the payment of any and all such taxes and contributions or penalties.
14. The CONTRACTOR shall likewise pay all taxes; excises, assessments, or other charges required by and governmental authority on or because of the work to be performed hereunder, or any equipment, supplies, or materials used in the performance thereof, and shall require the same of his sub contractors.
15. In the event either OWNER or CONTRACTOR is required to institute any legal action or proceedings against the other to enforce its rights hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection therewith, including its attorney fees.
16. The CONTRACTOR shall warrant and guarantee the WORK as described in the CONTRACT DOCUMENTS in accordance with Article 29 of the general conditions of the Contract which includes a one – year correction period following the date of Substantial Completion.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER

Pojoaque Valley School District.

Sandra Martinez, Chief Purchasing Officer

CONTRACTOR

By _____

Name _____

NOTICE TO PROCEED

To: **Company** _____ **Date:**
ADDRESS

Project: **PAVEMENT IMPROVEMENT PROJECT**
POJOAQUE VALLEY SCHOOL DISTRICT,
Santa Fe, N.M.

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, 2019 on or before _____, 2019 and you are to complete the WORK within 25 calendar days thereafter. The date of completion of all WORK is therefore _____, 2019

POJOAQUE VALLEY SCHOOL DISTRICT.

SANDRA MARTINEZ, CHIEF PURCHASING OFFICER

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the NOTICE TO PROCEED is hereby acknowledged by:

CONTRACTOR: _____ Date: _____

By: _____ Title: _____

SPECIAL CONDITIONS

1. ACCIDENT PREVENTION

The CONTRACTOR will exercise all precautions to protect persons and property connected in any way with the operations under this contract, and shall observe the safety provisions of applicable laws and the various building and construction codes. The CONTRACTOR will guard all machinery, equipment and materials and eliminate all hazards as specified by the safety provisions of the Manual of Accident Prevention in Construction (Published by the Associated General Contractors of America) unless said provisions contravene applicable law.

2. CERTIFICATE OF INSURANCE

The CONTRACTOR shall provide the OWNER with a *Certificate of Liability Insurance* in accordance with section 21 of the General Conditions, with the exception that the minimum limits of liability shall be as follows:

General Liability:	\$ 1,000,000 (General Aggregate)
Automobile Liability:	\$ 1,000,000 (Combined Single Limit)

The certificate shall indicate the certificate holder as: Pojoaque Valley School District.

3. COORDINATION OF DOCUMENTS

The General Conditions, Special Conditions, Drawings, Specifications, and all supplemental documents are essential parts of the contract and are referred to collectively as the "CONTRACT DOCUMENTS" In the event of discrepancy, the General Conditions will prevail over all cases, figures, will prevail over scale dimensions. Special Conditions will prevail over drawings, and Drawings will prevail over Specifications.

4. SOURCE AND QUALITY OF MATERIALS

The CONTRACTOR will furnish all materials used in the work and any required storage space for said materials at his own expense except as specified herein, in the Specifications, or otherwise stipulated. The CONTRACTOR will produce workmanlike

and acceptable completed work using only first class materials, conforming to the Specifications. The CONTRACTOR will store these materials properly to preserve their quality and fitness for use, and to facilitate prompt inspection.

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5. PARTIAL OR TEMPORARY OCCUPANCY OR USE

The OWNER may need to use certain facilities prior to final completion and acceptance to meet its obligation to the general public. In that case, the OWNER will notify the CONTRACTOR of the OWNER'S intention to use the partly completed work or portions thereof. Such use will not constitute acceptance of any portion of the work nor relieve the CONTRACTOR of his contractual obligations in any manner. The CONTRACTOR will not have any claim against the OWNER for such use unless the OWNER damages the work. Any delay caused the CONTRACTOR by such use will be credited to an extension of time for the completion of the work, but will not obligate the OWNER in any way for any other costs or charges in connection therewith. The CONTRACTOR and the OWNER will settle any claims as specified herein that the CONTRACTOR may have against the OWNER under the terms set forth in the general conditions.

6. SANITARY FACILITIES

The CONTRACTOR WILL PROVIDE SANITARY FACILITIES (Port-a John) for his employees during the work. The CONTRACTOR will provide adequate and satisfactory drinking water and sanitary drinking cups for said employees.

7. CLEAN UP

The CONTRACTOR will remove all debris, waste, excavated and other materials, equipment, etc. from the site, and leave the entire site in a neat and orderly condition. The CONTRACTOR will carry all grading (if applicable) to the limits shown on the Drawings. The CONTRACTOR will complete all clean up prior to final inspection.

8. ESTIMATED QUANTITIES

The quantities shown in the proposal are estimates for the purpose of comparing Bids. Actual quantities measured in the field will determine payment.

9. TECHNICAL PROVISIONS

All work will conform to the Standard Specifications for Highway and Bridge Construction, latest edition.

10. NEW MEXICO GROSS RECEIPTS TAX

The CONTRACTOR will pay New Mexico Gross Receipts Tax and other Occupation Tax based on the actual tax rate at the time of each pay estimate submittal and payment thereof.

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11. DELEGATION OF AUTHORITY

The PROJECT ENGINEER has not delegated any authority to any representative or employee of his firm to enter into any contractual arrangement for additions, deletions, extra, or deductible charges on the project. Any such arrangement is null and void without the PROJECT ENGINEER'S approval.

12. TESTING EQUIPMENT & MATERIALS

The CONTRACTOR will furnish all equipment and materials for testing the completed work, including water, oil, gasoline, electricity, lubrication, and any other required items. The OWNER will make no extra payment for said equipment and materials.

13. BUILDING CODES

The CONTRACTOR will comply with the New Mexico Construction Industries Division building codes, including gas, electrical, building, and any other applicable codes. The CONTRACTOR will obtain and include all required building permits in this BID.

14. PARKING AND CONSIDERATION OF RESIDENTS

The construction site(s) are in the areas surrounded by occupied homes and by streets and sidewalks with vehicular and pedestrian traffic. In deference to the above, for safety and to minimize inconvenience to residents, the CONTRACTOR shall adhere to the following guidelines while at the site(s):

- a) The CONTRACTOR shall not park any vehicles in front of driveways except as may be temporarily required to complete the work. In no case shall any vehicle completely block ingress and egress on any street on which work is being performed.

- b) The CONTRACTOR shall limit his operations to within the work hours allowed by the County of Santa Fe.
- c) The CONTRACTOR shall not allow the playing of radios or other audio devices and in general shall limit noise at the construction site to that created by his equipment during the execution of work.
- d) No equipment or materials shall be stored with the right of way of any street. The OWNER shall designate a material storage area if required.
- e) The CONTRACTOR shall control trash and construction debris **on a daily basis** in accordance with special condition No 7 above.

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