



**INVITATION TO BID
ITB 2025-863**

Williams Arroyo Bank Repair Phase 1

NIPG # 57068, 91347, 33000, 98852, & 91371

BID DUE DATE/TIME/PLACE OF PUBLIC OPENING

February 26, 2025, 3:00 pm MST
Commission Room
City of Aztec
201 W Chaco
Aztec, NM 87410

PRE-BID MEETING (NOT MANDATORY)

February 13, 2025, 2:00 pm MST
Commission Room
201 W. Chaco
Aztec, New Mexico, 87410

LAST DAY FOR QUESTIONS

February 18, 2025, 2:00 pm MST

For further information contact:
Vanessa Tanner
Project Procurement Specialist
City of Aztec
Phone: 505-334-7652
E-mail: vtanner@aztecnm.gov

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INVITATION TO BID

BID NOTICE

ITB 2025-863 Williams Arroyo Bank Repair Phase 1 City of Aztec, New Mexico

The City of Aztec is requesting bids for the Williams Arroyo Bank Repair Phase 1. All work shall be performed in accordance with the contract documents and in particular, the design drawings and the technical and administrative specifications for this project. The City reserves the right to select any combination of services bid.

Williams Arroyo Bank Repair: Phase 1 will include construction of a new gabion wall stream bank, and replacement of any disturbed vegetation, sidewalk, curb, paving, and fencing. Note this is for PHASE 1 ONLY.

The City will receive bids either in person or uploaded to Vendor Registry for ITB 2025-863 until, February 26, 2025, 3:00 pm MST, at which time bids will be publicly reviewed and read aloud in the Commission Room, City of Aztec, 201 W Chaco, Aztec NM 87410. Vendor Registry can be accessed at www.vendorregistry.com.

The bids received will be considered by the City of Aztec at a regular meeting of the City Commission or at a special meeting of the City Commission as may be required. No bid will be received or considered if submitted after the hour of 3:00 p.m. MST on February 26, 2025.

A non-mandatory pre-bid on-site conference will be held on February 13, 2025, 2:00 pm at the City of Aztec Commission Room in Aztec, New Mexico, 87410. The last day to ask questions about the project or construction documents is February 18, 2025, at 10:00 am. All questions must be submitted in writing to Vanessa Tanner at vtanner@aztecnm.gov or through Vendor Registry.

Plans, G and other Contract Documents, including instructions to Bidders and Bid Forms are available online by accessing the City's purchasing webpage at or through Vendor Registry Solicitations link <https://www.aztecnm.gov/purchasing.html>, or by contacting Vanessa Tanner at (505) 334-7652, vtanner@aztecnm.gov

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of ITB 2025-863 Williams Arroyo Bank Repair Phase 1, the undersigned agrees that he/she has received the bid documents copy from the City’s website or Vendor Registry.

The City will provide additional bid documents electronically upon receipt of the completed acknowledgement form.

NON-MANDATORY PRE-BID: February 13, 2025, 2:00 pm, at the City of Aztec Commission Room, 201 W. Chaco. Aztec, NM 87410.

The acknowledgment of receipt should be signed and returned as directed below. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications relating to, and including amendments to the Bid if issued.

FIRM: _____

REPRESENTED BY: _____ TITLE: _____

PHONE NO.: _____ EMAIL: _____

FAX NO: _____

ADDRESS: _____

Street

CITY STATE ZIP CODE

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document this Bid
Firm [] does or [] does not (check one) intend to respond to ITB 2025-863 Williams Arroyo Bank Repair Phase 1

If firm does not intend to reply, please give a brief reason for not responding.

Return to:
Vanessa Tanner, Procurement Manager
City of Aztec
201 W Chaco
Aztec, New Mexico 87410
Telephone Number: 505-334-7652
vtanner@aztecnm.gov

PRELIMINARY SCHEDULE

It is the City's intent to adhere to the following schedule. However, the City reserves the right to modify this schedule.

Issue RFP	02/03/2025
Non-Mandatory Pre-Bid Meeting	02/13/2025, 2:00 PM
Deadline to Submit Questions and Acknowledgement Form	02/18/2025, 10:00 AM
Response to Written Questions/Amendment	02/20/2025
SUBMISSION OF PROPOSAL	02/26/2025, 3:00 PM
Recommendations to City Commission (Tentatively)	03/11/2025
Contract Award	03/13/2025
Protest Deadline	03/28/2025

BID REQUIREMENTS

1. Instruction to Bidders

Bidders shall carefully examine the Contract documents and the maintenance sites to obtain first-hand knowledge of existing conditions. Bidders will not be given extra payment for conditions, which can be determined by examining the site and contract documents. It is mutually agreed that the Bidder has made the examinations, investigations and test required herein and has made provisions as to the cost in his bid.

Before submitting his Bid, each Bidder must:

- 1) Examine the Contract Documents thoroughly;
- 2) Visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work;
- 3) Familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- 4) Carefully correlate his observations with the requirements of the Contract Documents.

2. Questions

Submit all questions about the project to the OWNER by the date and time identified in the Invitation to Bid. Corrections or clarifications shall be made by addendum. Oral clarifications will not be binding.

3. Preparation of Bids

- **All bids must be submitted on the designated forms provided in the following sections: Basis of Bid and Bid Forms. It is mandatory that all fields in these sections be fully completed and signed where indicated. Failure to comply with this requirement may result in the bid being deemed non-responsive.**
- The grand total of the Contract must be stated on the Bid Form in both writing and numerals; in case of an error, the price in words, unless obviously incorrect, shall govern.

Alternate proposals will not be considered unless called for.

Bids by corporations must be electronically 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.

Bids by partnerships must be electronically 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.

All names must be typed or printed below the electronic signature.

The CONTRACTOR shall be licensed under the proper classification(s) as outlined under the State of New Mexico's Construction Industries Division Rules and Regulations (latest edition). A CONTRACTOR not having the minimum license at the time of Bid opening shall be considered a non-responsive Bidder and their Bid will be rejected.

Each addendum shall be made a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

Pursuant to Section 13-1-108 NMSA 1978, the total amount of the bid shall exclude the applicable state gross receipts tax or applicable local option tax. The OWNER will pay for any taxes due on the Contract and will pay any increase in applicable which become effective after the date the Contract is entered into in addition to the Bid total.

Taxes shall be shown as a separate amount in each billing or request for payment made under contract and shall separately identify each tax being billed.

4. Submission of Bids

Basis of Bids and Bid Forms shall be submitted electronically through Vendor Registry or physical delivery to City Hall, located at 201 W. Chaco, Aztec NM 87410 at the time indicated in the invitation to Bid and is open to the public.

The City of Aztec reserves the right to accept or reject any or all Bids.

Bids received after the date and time in the Invitation to Bid will be returned to sender unopened.

5. Resident Contractor Preference

Preference will be given for NM Resident, NM Resident Veteran, and NM Resident Native American contractors. These preferences are not cumulative and do not apply to contracts utilizing federal funds.

All contractors wishing to obtain resident preference are required to submit a current Resident Business/ Contractor Preference Certificate issued by the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It is the sole responsibility of Bidders to obtain certification prior to the bid opening date. For additional information call 505-827-0951 or go to: <https://www.tax.newmexico.gov/businesses/business-preference-certification/>

6. Bid Security

Bid security in the amount of 5% of the amount of the bid shall accompany the bid proposal and must be in the form of a certified or bank cashier's check made payable to OWNER or a bid bond 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 the Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The Bid Security 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 to furnish the required Contract Security within 10 days of receipt of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

The Bid Security of any Bidder whom OWNER believes to have 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 Security of other Bidders will be returned within seven days of the Bid opening.

7. **Subcontractors And Manufacturers**

Pursuant to Sections 13-4-31 through 13-4-43 NMSA 1978), the Bidder shall submit the following information for each Subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction Project in an amount in excess of the listing threshold specified in the Invitation to Bid:

Name of the Subcontractor;
City and County of the Subcontractor;
Nature of the work which will be done by the Subcontractor

The listing threshold is \$5,000.

The Bidder may be required to establish the reliability and responsibility of the proposed Subcontractors or of any manufacturer to furnish and perform the work in accordance with the Contract Documents and completion schedule, and may also be required to require performance and payment bonds of some or all Subcontractors in conformance with Sec. 13-4-37 NMSA 1978.

8. **Withdrawal of Bids**

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid after the Bid opening until the time for award stipulated below has expired. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the bidder. Material mistakes by the low bidder can be used as a basis of withdrawal of bid after bid opening pursuant to §13-1-106, NMSA 1978.

9. **Qualifications of Bidders**

1. The minimum qualifications for the contractor are as follows:
 - a. Has 5 or more years of experience in construction/renovation of facilities for projects exceeding \$100,000; and
 - b. Has valid New Mexico Contractor license.
2. Minimum qualifications for subcontractors are as follows:
 - a. Has 5 or more years of experience in construction/renovation of the facilities or services field for which they are designated to perform; and
 - b. Has a valid New Mexico contractor license.

To demonstrate qualifications for the Project, each Bidder must submit valid New Mexico Contractor's license and be prepared to submit within five days of OWNER'S written request a written statement of Bidder's Qualifications on the form contained herein or as prescribed by the OWNER. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the of the Agreement and to complete the work contemplated by it; and such rejection shall not give rise to a cause of action against the OWNER, Architect or Engineer, or impose a requirement upon the OWNER, Architect or Engineer to divulge the information upon which such rejection is based.

10. Award of Contract

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 Security prior to that date.

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 proposals. The City may not award all projects or only some of the projects depending on bid amounts and the available funding for the projects.

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 as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Special Conditions. 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.

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.

The acceptance of a Bid will be evidenced by a Notice of Award in writing signed by a duly authorized representative of the OWNER and delivered to the Bidder whose Bid is accepted, in the manner provided for giving written notices (reference paragraph 13.3 of the General Conditions).

If the contract is to be awarded, OWNER will give the apparent successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

11. Performance and Payment Bonds

A performance bond and a labor and material payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

Surety must be licensed to conduct business in the State of New Mexico and named in the current list of "Surety Companies Acceptable on the Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

Attorneys-in-fact who sign the payment bond and performance bond must file with each bond a dated, certified and effective copy of their power of attorney.

12. Insurance Requirements (Construction or Installation Only)

Contractor shall carry and maintain insurance in the following amounts:

General Liability - \$1,000,000 CSL (Combined Single Limits)

Auto Liability - \$1,000,000 CSL (Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the NM Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be cancelled or be materially changed until prior written notice has been given to the City. The Contractor shall furnish a certificate of insurance showing that the City is additionally insured prior to commencing work.

13. Execution of Contract

A City of Aztec Business License is required of any business conducting business within the City (Aztec City Code Sec 11-2-1). A Contract will NOT be executed until the CONTRACTOR is in compliance with Aztec City Code.

The CONTRACTOR will execute and return to the OWNER the Agreement and any required bonds and certificates of insurance within 15 days after receipt of the Notice of Award.

The CONTRACTOR shall not proceed with any construction activities other than ordering materials, supplies and equipment, until the required bonds and certificates of insurance are delivered to the OWNER, and OWNER acknowledges in writing their receipt.

No progress payments shall be made to CONTRACTOR until the required bonds and certificates of insurance are delivered to the OWNER.

14. Pre-Bid Conference

The purpose of this conference is to answer any questions, as might arise, with respect to the Bidding requirements and execution of this Contract.

Questions resolved at this meeting will be posted to the City of Aztec website www.aztecnm.gov.

If a mandatory pre-bid conference is identified in the Invitation to Bid, bids received by Offerors who did not attend and sign the pre-bid conference attendance form will be returned unopened.

15. Contract Time – Liquidated Damages

The number of days for the substantial completion of Work (the Contract Time) and/or final completion is set forth in the Bid Proposal and will be included in the executed Construction Agreement. Any provisions for liquidated damages are set forth in the Contract Documents.

16. Quantities

The quantities set forth in the Bid Form are estimated quantities on which Bids will be compared and which will be the basis for the award of Contract. Payment will be made for the Work actually performed. The OWNER reserves the right to increase or decrease quantities by any reasonable amount to suit the best interest by the OWNER.

17. Collusion-Genuine Bid

The Bidder, by submitting a Bid, certifies that the Bid is genuine and is not sham or collusive, or made in the interest, or in the behalf of any person not named as Bidder, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure himself an advantage over any other Bidder.

18. Preferences and Standards for Processes, Materials and Equipment

Unless specified in the Contract Documents, the OWNER has no preference for any process, type of equipment or kinds of material but will consider all processes, types of equipment or kinds of material offered which meet specifications on an equal competitive basis if they are in fact equal to those specified and will accomplish the purpose intended. The OWNER reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact the equal to that specified.

19. Project Finance

Any Contract awarded under this invitation for Bid shall be subject to the appropriation of funds by the OWNER's City Commission.

20. 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 State Office of Labor Commissioner and (where applicable) the prevailing Federal Wage Rate Decision listed by the U.S. Department of Labor and in effect at the time of this contract. 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, sex, color, national origin, or legal political affiliation in the employment of persons qualified by training and experience for work under this contract.

21. Federal Assisted Construction Contracts

Notice of Requirement for Certification of Non-Segregated Facilities

Bidders are cautioned as follows: By signing the Contract for which this Bid is solicited, the Bidder will be deemed to have signed and agreed to the provisions of the "Certification to Non-segregated Facilities" as contained in the Specifications for this Project.

Notice to Prospective Federally Assisted Construction Contractors

A certification of Non-segregated Facilities, as required by the May 28, 1968 order (33 F.R. 7808, May 28, 1968; 41 CFR Part 60-1, et seq) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a federally assisted construction contract exceeding Ten Thousand Dollars (\$10,000.00) which is not exempt from the provisions of the Equal Opportunity clause.

CONTRACTORS receiving federally assisted construction contract awards exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed Ten Thousand Dollars (\$10,000.00) and are not exempt from the provisions of the Equal Opportunity clause.

Certification by Bidder regarding Equal Employment Opportunity must be submitted with each Bid.

22. Equal Employment Opportunity

During the performance of this Contract, the CONTRACTOR agrees as follows:

- The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.
- The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices as provided setting forth the provisions of this nondiscrimination clause.
- The CONTRACTOR will, in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreements or other contracts or understandings, a notice advising the labor union or worker's representative of the CONTRACTORS' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor.

The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

23. Compliance with Federal Regulations

The CONTRACTOR agrees to comply with any Federal Statutes or Regulations which are applicable to this Project including, but not limited to, the following:

- All labor standards including those relating to the payment of wages, working conditions, anti-kickback prohibitions and equal employment, and in particular:
- The provisions of Title 29 of the Office of the Secretary of Labor of the United States Government, Part 3, entitled "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by loans or grants from the United States" (29 CFR Part 3);
- The provisions of 29 CFR Part 5 entitled "Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" as well as the "Labor Standard Provisions Applicable to Non-construction Contracts Subject to Contract Work Hours and Safety Standards Act."
- Those concerning relocation and related payments to in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq;
- The National Environmental Policy Act of 1969, as amended (42 USC 4231 et seq);
- The Clean Air Act, as amended (42 USC 1857-1858 a);
- The Federal Water Pollution Control Act, as amended (33 USC 1251-1376);
- The National Historic Preservation Act of 1966, as amended (16 USC 470 et seq);
- The Wild and Scenic Rivers Act (16 USC 1271-1281);
- The Endangered Species Act of 1973, as amended (16 USC 1531 et seq);
- The Historic Sites, Buildings and Antiquities Act, as amended (16 USC 461 et seq);
- The Americans with Disabilities Act of 1990 (P.L.101-336, July 26, 1990), and any regulations adopted pursuant thereto;
- The National Flood Insurance Act of 1968, as amended.
- The National Pollutant Discharge Elimination System Regulations for Storm Water Discharges, 40 CFR Parts 122,123 and 124.

24. Safety and Health Regulations for Construction

In order to protect the lives and health of his employees, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the

Construction Safety Act and also known as the Williams-Steiger Occupational Safety and Health Act of 1970, together with the regulations promulgated in 29 CFR, Parts 1901 through Parts 1919.

25. Warranties

The Bidder shall warrant and guarantee all workmanship performed by the Bidder and materials supplied by the Bidder for a minimum period of one (1) year from purchase date or date of Substantial Completion, unless otherwise specified in the specifications.

26. Bid Opening Procedure

The person or persons opening the bids will adhere to the following procedure:

- Announce the name of the bidder.
- Check for bid bond or bid security.
- Check for acknowledgment of addendums.
- Check for proper signature on bid form.
- Check other requirements on bid form.
- Read Bid aloud

If any of the above requirements have not been met, the bid shall be read after the deficiency or deficiencies have been accounted and noted.

27. Registration of Contractor’s and Subcontractors for Public Works Contracts

In order to submit a bid valued at more than sixty thousand dollars (\$60,000), or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) the contractor serving as prime contractor, subcontractor, or any tier thereof, shall be registered and obtain a New Mexico Public Works Registration Number prior to the opening of bids (NMSA 13-4-13.1). Bids that do not meet this requirement will be non-responsive. Registration forms can be located at:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

28. Protest Deadline

Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the City’s written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Vanessa Tanner, Purchasing Officer
City of Aztec
201 W Chaco
Aztec NM 87410

29. Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions unless otherwise defined in the Special Conditions.

TECHNICAL SPECIFICATIONS

This New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall govern construction of this project unless otherwise noted in the plans or in the construction documents.

BASIS OF BID

ITB 2025-863 Williams Arroyo Bank Repair Phase 1

The undersigned hereby proposes to perform all work for the City of Aztec – ITB 2025-863 Williams Arroyo Bank Repair Phase 1.

The Contract Documents include the design documents which consists of the 7 sheet set of construction drawings entitled Williams Arroyo Gabion Wall Repair as well as the Technical Specifications, Geotechnical Engineering Report and any Addenda which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices (or lump sum bid) shown in the following bid.

Each individual line item in each bid table must be bid for PHASE 1 only. At this time Phase 2 and Phase 3 are excluded from this bid because Phase 2 and Phase 3 are not being constructed. Only Phase 1 will be constructed to substantial completion within 40 days of Notice to Proceed and before June 30, 2025. The cost of any work added or deducted from the bid table estimated quantities shall be computed at the unit prices bid. The Estimate of Probable Cost shall be completed with the totals from each individual bid table. The Total Base bid consists of the minimum Scope of Work required for this contract. One, two or three of the Alternate Bids will be added to the contract at the sole discretion of the City. Each alternate bid shall stand alone as none, 1, 2 or all 3 alternates may be selected by the City.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or proposal; and that it is in all aspects fair and in good faith without collusion or fraud.

The Undersigned agrees that, upon written notice of acceptance (Notice of Award) of this proposal mailed or otherwise furnished within 60 days after the date of opening proposals, he or she will within 15 days after receipt of said notice, execute and return to the City of Aztec, New Mexico the prescribed construction contract and any required bonds and certificates. The receipt of an electronic transmission (email) of the Notice of Award, by undersigned shall constitute receipt as provided herein.

The bidder agrees the Williams Arroyo Bank Repair Phase 1 work will be substantially completed within 40 days of Notice to Proceed, but no later than June 30, 2025. Readiness for final payment will be 14 calendar days after final substantial completion.

The bidder agrees liquidated damages will be paid to the Owner for each day beyond **each** completion expiration in the amount of \$500.00 per calendar day for completion of remaining work and readiness for final payment beyond completion expiration date.

The undersigned understands that immediately upon, or up to 60 days following receipt by the OWNER of construction contract signed by the undersigned, the OWNER may issue a Notice to Proceed. The receipt of the electronic transmission (email) of the Notice to Proceed by undersigned shall constitute receipt as required herein.

BASIS OF BID (Cont.)

ITB 2025-863 Williams Arroyo Bank Repair Phase 1

ITEM	DESCRIPTION	QUANTITY	UNIT	CONTRACTOR BID	
				UNIT COST	COST
BASE PROJECT ITEMS					
1	Mobilization and Demobilization	1.0	UNIT		
2	Temporary Security Fencing 6'	100.0	L.F.		
3	Erosion Control - Rock Berm	60.0	L.F.		
4	Erosion Control - Inlet Protection	1.0	UNIT		
5	Gabion Mat 1.5'x10'x1' HeightxWidthxLength	70.0	L.F.		
6	Gabion 3'X3'x1ft HxWxL	70.0	L.F.		
7	Gabion 3'X4'x1ft HxWxL	70.0	L.F.		
8	Gabion 3'X5'x1ft HxWxL	70.0	L.F.		
9B	Gabion Fill Option 2: 6" Riprap, Well Graded	133.0	C.Y.		
10	Gravel Base	16.0	C.Y.		
11	Gravel Drainage Stone	16.0	C.Y.		
12	Geotextile	218.0	S.Y.		
13	Remove Sidewalk	280.0	S.F.		
14	Replace Sidewalk	32.0	S.Y.		
21	Post and Cable Fencing	235.0	L.F.		
				TOTAL PHASE 1 BASE ITEMS	
ALTERNATE PROJECT ITEMS					
9A	Gabion Fill Option 1: 24" Rock w/ Chokestone	133.0	C.Y.		
15	Remove Curb	70.0	L.F.		
16	Replace Curb	70.0	L.F.		
17	Remove Asphalt	1,400.0	S.F.		
18	Replace Asphalt	156.0	S.Y.		
19	Excavation	389.0	C.Y.		
20	Subgrade Preparation	78.0	S.Y.		
22	Culvert Headwall	0.0	UNIT		
				TOTAL PHASE 1 ALTERNATE ITEMS	
				TOTAL PHASE 1 BASE + PHASE 1 ALTERNATE ITEMS	

The bidder agrees the work will be substantially completed within _____ calendar days of issuance of the Notice to Proceed Construction.

Estimated lead time for materials/equipment: _____

Estimated time to project completion after receipt of materials and equipment: _____

Written total amount of bid (excluding tax):

BASIS OF BID (Cont.)

ITB 2025-863 Williams Arroyo Bank Repair Phase 1

BIDDER MUST SIGN BELOW FOR BID TO BE VALID

Company Name: _____

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

(SEAL) If Bid is by a Corporation

Attest: _____

Title: _____

BID FORMS

BID SUBMITTAL

ITB 2025-863 Williams Arroyo Bank Repair Phase 1

(Please print)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email: _____ Phone: _____

IMPORTANT - Bids Must Be Submitted electronically through Vendor Registry or delivered physically to Aztec City Hall. Emailed, or Faxed Bids Will Not Be Accepted. Submitting a "No Bid" Is Not Required To Be Kept On The City's Bidders List.

NON-MANDATORY PRE-BID: February 13, 2025, 2:00 pm
Commission Room in City Hall
201 W Chaco, Aztec NM 87410

Sealed bids will be accepted until 3:00 PM MST on February 26, 2025, at which time they will be publicly opened and read aloud in the Commission Room at the City of Aztec, located at 201 W Chaco, Aztec NM 87410. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

If a corporation, state of incorporation: _____
New Mexico Tax Id No: _____
Federal Tax Id No.: _____
New Mexico Contractors License No.: _____
New Mexico Contractors License Classifications: _____
New Mexico Dept. of Workforce Solutions
Public Works Registration No.: _____
City Of Aztec Business License No: _____

Current City of Aztec Business License is not required at time of bid. Successful bidder will be required to obtain City of Aztec Business License prior to execution of contract.

Resident Preference will be applied only to those in-state certified businesses that have completed the following:

Bidder has received certification from the State of New Mexico for Resident Business/Contractor (Resident/ Resident Veteran/ Resident Native American/ Resident Native American Veteran). Bidder has been issued Certification number and is therefore eligible for the preference. (Attach a copy of the certificate to bid. Certificate must be current and will be verified via the NM Tax & Revenue website: [https://www.tax.newmexico.gov/businesses/business-preference-certification.](https://www.tax.newmexico.gov/businesses/business-preference-certification))

Guaranteed pricing is requested; please submit pricing guaranteed for 60 DAYS from the date of notice of award. Notice of award shall occur within 60 days of bid opening date. The City of Aztec reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it is deemed in the best interest of the City to do so. The City of Aztec reserves the right to waive any formality or informality in the process of awarding this bid.

The items as specified herein are not to be taken as restrictive, but rather are to establish a standard for services desired. Any deviation in the attached pages should be specifically set forth in your bid offer. Except as specified as Sole Source, any brand name used is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Where there is more than one part to an item, all parts must be bid to receive Board consideration.

The bidder agrees the work will be substantially completed within **40 calendar days** from the Notice to Proceed, as may be modified by change order, and work will be completed and ready for final payment within **54 calendar days** from the date of the Notice to Proceed, as may be modified by change order.

The bidder agrees liquidated damages will be paid to the Owner for each day beyond each completion expiration in the amount of **\$500.⁰⁰ per calendar day** for completion of remaining work and readiness for final payment beyond completion expiration date.

The Proposal guarantee shall be 5% of the total amount bid. Guarantee included with bid is (mark one):

Bid Bond

Cashier's Check Payable to City of Aztec

Subcontractor's listing threshold **\$5,000**

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BIDDER’S REPRESENTATIONS

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

To be a valid proposal, Bidder must sign here:

Signature: _____
Date: _____
Printed Name: _____
Title: _____

BIDDER’S CERTIFICATION

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "*Corrupt practice*" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "*fraudulent practice*" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "*Collusive practice*" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "*Coercive practice*" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

To be a valid proposal, Bidder must sign here:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

Project Name: ITB 2025-863 Williams Arroyo Bank Repair Phase 1

The Contractor named below hereby certifies to be in compliance with 49 CFR parts 40 and 382 by establishing a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and to provide a workplace free of drug use and alcohol misuse. The below Contractor will:

1. Have in place a policy in compliance with 49 CFR Parts 40 and 382 that provides for pre - employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances and alcohol.
2. 49 CFR Part 382, section 382.603 requires that persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive an additional 60 minutes of training on controlled substances use.
3. Have in place a drug free and alcohol free workplace policy that applies to everyone that works on the project described in the contract. The drug free and alcohol free workplace policy shall include an education and training program that informs employees about the following:
 - a. The dangers of drug use and alcohol misuse in the workplace;
 - b. The person's or organization's policy in maintaining a workplace free of drug use and alcohol misuse;
 - c. Any available counseling, rehabilitation and employee assistance programs;
 - d. Penalties that may be imposed upon employees for violations; and,
 - e. Provisions for pre-employment and reasonable suspicion testing.
4. All of the contractor's employees who perform work on this project must be provided with a copy of the above referenced policies as those policies apply to them, i.e. not all employees are commercial drivers, but all employees would be subject to the drug-free and alcohol-free workplace policies.
5. That everyone who works on the contract agrees to abide by the terms of the Contractor's Statement as a condition of continued employment on the contract.
6. That no one who has tested positive within the past year will be allowed to perform work on this project.

Certification

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico

Company Name: _____ Federal ID Number: _____
 Official's Name: _____ Official's Signature: _____
 Official's Title: _____ Date Executed: _____
 Executed in the County of: _____

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law. “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. “Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“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.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Mayor Michael A. Padilla, Mayor Pro Tem Kenneth B. George, Commissioner Austin R. Randall, Commissioner Colby L. King, and/or Commissioner Jim Crowley.

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)

CONTRACTOR SAFETY CERTIFICATION

Project Name: ITB 2025-863 Williams Arroyo Bank Repair Phase 1

The Contractor named below hereby certifies and shall comply with all applicable Federal, State, County laws, rules, regulations, City ordinances, and best safety practice guidelines for the health and safety of contractor and sub-contractor employees when performing work for the City of Aztec. The City of Aztec Compliance Contractor Safety Verification Program shall require contractors and subcontractors to comply with the law, and use all safety precautions to protect their employees, and the public when engaged in construction projects. The personal safety and health of contractor's and subcontractor's employees is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it shall be given precedence over operating productivity whenever necessary.

Regulatory Standards: All applicable federal, state and local safety, health and environmental regulatory requirements, including but not limited to: OSHA-29 CFR.

Basis: It is the responsibility of the general contractor to ensure contractor, and sub-contractors working within the City of Aztec adhere to all applicable safety, health, and environmental standards while conducting business on the construction site or on City Property. When a general contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the general contractor will inform the sub-contractor that the workplace contains specific hazards and that the work to be done shall be allowed only if all workers have the proper training, necessary certification(s), proper equipment, and work conditions to complete the work safely.

General: The contractor will ensure safe work practices are used by contractor and sub-contractor personnel to control risks associated with hazards, by using established procedures for; lock-out-tag-out, confined space entry, welding, trenching, piping, PPE, fall protection, dust control, hearing protection, public safety, and general safety. At the request of the City's Safety Division, the contractor shall provide information regarding the contractor's past safety performance and current safety program.

Responsibility: The contractor shall be responsible for complying with the safety standards applicable to the work they are performing. The contractor agrees that he/she is responsible to enforce compliance with all safety regulations from everyone, including sub-contractors, who work on the contract as a condition of employment on the contract.

Contractor Safety Inspections: Contractor work site safety inspections may be conducted periodically by a City of Aztec Safety Coordinator.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.

Company Name: _____ Federal ID Number: _____

Official's Name: _____ Official's Signature: _____

Official's Title: _____ Date Executed: _____

Executed in the County of: _____

CONTRACTOR'S LIST OF SUBCONTRACTORS

ITB 2025-863 Williams Arroyo Bank Repair Phase 1

BIDDER must list all Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and estimated work exceeds the threshold amount of Five Thousand and no/100 Dollars (\$5,000.00).

Company Name: _____
Address: _____

	City	State	Zip Code
E-mail Address:	_____	License Number:	_____
Phone Number:	_____	Fax Number:	_____
Work to be performed:	_____		
Contract Over \$ 60,000:	Yes	No	
	_____	_____	

Company Name: _____
Address: _____

	City	State	Zip Code
E-mail Address:	_____	License Number:	_____
Phone Number:	_____	Fax Number:	_____
Work to be performed:	_____		
Contract Over \$ 60,000:	Yes	No	
	_____	_____	

Company Name: _____
Address: _____

	City	State	Zip Code
E-mail Address:	_____	License Number:	_____
Phone Number:	_____	Fax Number:	_____
Work to be performed:	_____		
Contract Over \$ 60,000:	Yes	No	
	_____	_____	

----- Additional Sheets Listing Subcontractors May Be Attached If Necessary -----

CONTRACTOR'S LIST OF SUBCONTRACTORS (cont.)

Company Name: _____
 Address: _____

 City State Zip Code
 E-mail Address: _____ License Number: _____
 Phone Number: _____ Fax Number: _____
 Work to be performed: _____
 Contract Over \$ 60,000: _____ Yes _____ No

Company Name: _____
 Address: _____

 City State Zip Code
 E-mail Address: _____ License Number: _____
 Phone Number: _____ Fax Number: _____
 Work to be performed: _____
 Contract Over \$ 60,000: _____ Yes _____ No

Company Name: _____
 Address: _____

 City State Zip Code
 E-mail Address: _____ License Number: _____
 Phone Number: _____ Fax Number: _____
 Work to be performed: _____
 Contract Over \$ 60,000: _____ Yes _____ No

Notice to Bidder

List only one subcontractor for each category of work.
FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL MAKE THE BID NON-RESPONSIVE and the Bid will be rejected.

Contractor

Firm: _____
 By: _____
 Title: _____
 Date: _____

SUBCONTRACTOR FAIR PRACTICES ACT COMPLIANCE

This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (Chapter 18, Laws of 1988; Sections 13-4-31 through 13-4-43 NMSA 1978) as it may be amended.

A. The listing threshold is: \$5,000

List of Subcontractors Required

The Bidder shall define the categories of subcontractors in the bid and shall list on the Contractor's List of Subcontractors, no more than one subcontractor for each such category, PROVIDED HOWEVER that such listing shall not include subcontractors whose work does not exceed the threshold dollar amount given in the subparagraph A, above. Such list shall give the name and location of the place of business of each subcontractor under subcontract to the Bidder who will perform work or labor or render service to the Bidder in an amount exceeding the threshold stated in subparagraph A.

All subcontractors whose estimated work exceeds the threshold shall be listed at the time the Bid is submitted to OWNER.

The apparent low Bidder may allow a subcontractor that exceeds the threshold amount to be voluntarily assigned or transferred or to be performed by anyone other than the original subcontractor listed in the original bid only if the OWNER, gives prior written approval.

No Bidder whose Bid is accepted shall sublet or subcontract any portion of the Work in an amount exceeding the threshold amount given in subparagraph A, above, where the original bid did not designate a subcontractor, unless:

- The Bidder received no bid for that category (note: the Bidder must designate on the list of subcontractors required in subparagraph B, above, that "no bid was received"), or
- The work is pursuant to a Change Order that causes changes or deviations from the original Contract.

Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is required pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work is caused as a result of a subcontractor protesting its substitution, the CONTRACTOR shall not be entitled to an increase in the Contract Price or Contract Time.

BID BOND

Know All Men By These Presents:

That we _____ hereinafter called the Principal, as Principal, and the _____ of _____, a corporation duly organized under the laws of the State of _____ hereinafter called Surety, as Surety, are held and firmly bound unto the City of Aztec, hereinafter called the Obligee, in the sum of dollars, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for:

The work to be performed under this contract shall consist of furnishing all labor, equipment, and materials necessary to complete the Williams Arroyo Bank Repair Phase 1.

Now, Therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into an Agreement with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof or in the event that either the Obligee shall be unable to accept the bid of the Principal as a result of acts or omissions of the principal or the failure of the Principal to enter such Agreement and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the amount hereof, between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this _____ day of _____, 2025

WITNESS

Principal

By: _____

Title: _____

Street Address

Mailing Address

City, State and Zip

Phone Number

SURETY BY:

Title:

Witness:

Street Address

Mailing Address

City, State and Zip

Phone Number

CERTIFICATE OF SURETY ON BID BOND

_____, Surety on the Bid Bond dated the ____ day of _____, 2025, wherein is Principal and the City of Aztec as Obligee does hereby rectify that Surety is duly authorized to transact business as a corporate surety in New Mexico, that as Surety it has complied with all applicable laws of the State of New Mexico.

Witness, my hand and seal this _____ day of _____, 2025

Surety
By: _____
Title: _____

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

STATEMENT OF BIDDERS QUALIFICATIONS

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

All questions must be fully answered, and the provided information 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.

Name of Bidder and N.M. CONTRACTOR'S License Number.

Permanent main office address.

When organized?

If a corporation, where incorporated?

How many years have you been engaged in the contracting business under your present firm or trade name?

Contracts on hand. (Schedule these, showing amount of each contract and the approximated anticipated date of completion.)

General Character of work performed by your company.

Have you ever failed to complete any work awarded to you? If so, where and why?

Have you ever defaulted on a contract? If so, where and why?

List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

List your major equipment available for this contract.

Experience in construction work similar in importance to this project.

Background and experience of the principal members of your organization including the officers.

Give bank reference:

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 this Statement of Bidder's Qualifications

Dated at _____ this _____ day of _____, 2025

Name of Bidder: _____

By: _____

Title: _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that he/she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2025

(Notary Public)

My Commission expires: _____

WAGE RATES



LABOR RELATIONS DIVISION

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

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

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: Williams Arroyo Bank Repair Phase 1
Requested Date: 01/27/2025
Approved Date: 01/27/2025
Approved Wage Decision Number: SJ-25-0263-A

Wage Decision Expiration Date: 05/27/2025

2) Physical Location of Jobsite for Project:
Job Site Address: 500 Llano St
Job Site City: Aztec
Job Site County: San Juan

3) Contracting Agency Name (Department or Bureau): City of Aztec
Contracting Agency Contact's Name: Vanessa Tanner
Contracting Agency Contact's Phone: (505) 334-7652 Ext.

4) Estimated Contract Award Date: 03/13/2025

5) Estimated total project cost: \$100,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Construction of a new gabion wall stream bank, and replacement of any disturbed vegetation, sidewalk, curb, paving and fencing.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$100,000.00	Construction of a new gabion wall stream bank, and replacement of any disturbed vegetation, sidewalk, curb, paving, and fencing.

APPENDIX A: PLANS

Plans posted separately and are available at <http://www.aztecnm.gov/purchasing.html>

APPENDIX B: GEOTECHNICAL REPORT

Geotechnical Engineering Report posted separately and are available at <http://www.aztecnm.gov/purchasing.html>

APPENDIX C: CONTRACT FORMS & DRAFT CONSTRUCTION AGREEMENT

Contract Forms and Draft Construction Agreement posted separately and are available at <http://www.aztecnm.gov/purchasing.html>

