

Bituminous Paving and Related Work/Materials on Demand



REQUEST FOR BID

BID Number: 15-006MM-SL

Bituminous Paving and Related Work/Materials on Demand

June 20, 2014

ALBUQUERQUE PUBLIC SCHOOLS

**MAINTENANCE AND OPERATIONS
FACILITIES DESIGN & CONSTRUCTION
AND**

**OFFSITE PROCUREMENT OFFICE
LINCOLN COMPLEX, BLDG. A, FIRST FLOOR, ROOM 7
915 LOCUST ST. SE
ALBUQUERQUE, NM 87106**

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I. OVERVIEW OF BID

A. PURPOSE OF THIS BID

Albuquerque Public Schools (APS) is requesting competitive sealed Bids in order to enter into a contract with a paving contractor(s) for the purpose of providing various construction services on-demand. All potential Offerors are to read, understand and accept the requirements of this Bid, especially the **mandatory requirements**.

Intent: To establish unit prices to provide for furnishings all labor, materials and equipment on request, to provide:

- bituminous paving for access roads, parking lots and walkways;
- related work such as removal, earthwork, concrete, striping
- plant hot mix material for APS crews patching/installation;
- slurry seal;
- Miscellaneous work and materials as may be required for a complete project.

Award shall be made in accordance with the terms conditions, and requirements stated herein.

B. BACKGROUND – ALBUQUERQUE PUBLIC SCHOOLS

Albuquerque Public Schools (APS) is the nation’s 28th largest school district covering a 1200 square mile geographical area that encompasses all of the Albuquerque metro area in Bernalillo County and one location in Sandoval County, New Mexico. An elected board of seven members serving staggered terms of four years each governs the district. The Albuquerque school district maintains the largest collection of public buildings in the state with approximately 14 million square feet of traditional school buildings, portable classrooms and administrative offices. The district strives to keep pace with Albuquerque’s growth. The approximately 90,000 APS students plus 5000 charter school students and 13,000 employees require a continuous building program that includes remodeling or refurbishing projects, new additions and new schools.

C. PROJECT DESCRIPTION

Various paving construction services on demand for projects not to exceed \$750,000.00

D. PROJECT FUNDING

Albuquerque Public Schools has funds to administer various projects. APS will be referred to throughout the contract documents as the “Owner”.

E. MANDATORY PRE-BID MEETING

Attendance at the pre-bid meeting is mandatory. The pre-bid meeting will be conducted at Lincoln Complex, Building A, First Floor Conference Room – 915 Locust Street SE, Albuquerque, NM 87106 on July 01, 2014 at 2:00 PM local time. All contractors who intend to submit a bid, must attend this meeting. Only those contractors who attend this mandatory pre-proposal meeting are eligible to provide a response to this procurement. It is the contractor’s responsibility to arrive to the meeting on time.

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F. BID SECURITY

Bidder shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **5%** of \$1,000,000.00 (\$1,000,000.00 x.05% = \$50,000.00) , or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid.

The Bidder will provide, with the bid, a notarized declaration from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain Performance; Labor, and Materials Payment Bond for projects which exceed \$125,000.00.

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

G. SUBCONTRACTOR LISTING FORMS

This bid includes subcontractor listing requirements for those projects which exceed \$60,000.00.

H. NEW MEXICO PREVAILING WAGE RATES

Wages to be paid as a result of a contract awarded will be subject to the minimum wage rate determination by the State of New Mexico, which is applicable to those projects in excess of \$60,000.00. A wage decision will be solicited for those project(s) which meet the monetary threshold. It is the General Contractor's responsibility to be aware of the applicable State of New Mexico statutes and responsibilities related thereto. Failure by the Owner to physically make such minimum wage rate determinations available to the General Contractor will not relieve the General Contractor from becoming aware of or complying with such determinations.

I. PERMITS, PLAN CHECKING FEES, OTHER CHARGES

Bidder(s) shall include as part of the Price all costs incurred for permits, including any Plan Checking Fees as charged by the City of Albuquerque (or any other applicable entity or agency with jurisdiction over the projects) for checking Contract Documents prior to obtaining a permit. Additionally, the Owner will not pay for business licenses, professional affiliations and similar costs of doing business which are the Bidder's obligation to secure and maintain. The cost of all bonding will be paid by the Bidder and will not be paid by the Owner. These costs are to be included in Bidder's Bid.

J. APS BEHAVIORAL POLICIES APPLY TO CONTRACTOR'S PERSONNEL

All current behavioral policies of the APS Board of Education such as, but not limited to, "no smoking" and "no alcoholic beverages" on APS property, shall be deemed to be in force for the Contractor's work forces when they are on APS property, including the project work site.

K. METHOD OF AWARD:

The Owner intends to award this procurement to the lowest Bidder(s) in accordance with the bid requirements. Further, based on the district's needs, APS reserves the right to issue a multiple award. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.*

***NOTE: Please read all of the BID documents carefully for mandatory requirements.**

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

	Event	Responsible Party	Date	Location
1.	Advertisement	APS Procurement	6/22/14	Public Advertisement
2.	BID Procurement will be Made Available to Potential Bidders on the procurement website: http://www.aps.edu/procurement)	APS Procurement	6/20/14	APS Procurement Website: http://www.aps.edu/procurement
3.	Mandatory Pre-bid Conference (Only those who are in attendance will be eligible to submit a bid)	APS Procurement	7/1/14//2014 2:00 PM	Lincoln Complex, Bldg. A, First Floor Conference Room, 915 Locust St. SE 87106
4.	Submission of Written Questions	Potential Bidders	7/2/2014 before 3:00 PM deadline	Michael Madrid, CPPB Construction Buyer michael.madrid@aps.edu
5.	Release of Last Addendum Prior to Submission of Bids	APS Procurement	7/3//2014	APS Procurement Website: http://www.aps.edu/procurement
6.	Submission of Bids – Bid Opening	Bidders	7/10//2014 2:00 PM deadline	APS Offsite Procurement Office, Lincoln Complex, Bldg. A, Room 7, 1ST Floor, 915 Locust St. SE
13.	APS Board Approval	APS FD+C	TBD	APS Board Meeting
14.	Notice of Award	APS FD+C	TBD	APS FD+C Offices

NOTICE: APS reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue Bid

This Bid is issued by the Albuquerque Public Schools in accordance with the provisions of NMSA 1978, and General Government Administration Procurement Code Regulations .

The Bid documents consist of all the documents listed in the Table of Contents and all documents incorporated in this Bid.

2. Mandatory Pre-Bid Conference

This meeting provides potential Bidders an opportunity to request clarification about the procurement process and discuss the intent of the bid. A representative from each interested prime contractor is required to attend.

THE PRIME CONTRACTOR'S ABSENCE FROM THE MANDATORY PRE-BID MEETING PRECLUDES PARTICIPATION AS A BIDDER.

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3. Submission of Written Questions

This deadline for the submission of written is identified in the sequence of events schedule.

All questions, both those regarding the procurement process and those regarding technical construction issues, shall be submitted in writing to:

APS Procurement Contact:

**Michael Madrid CPPB, Construction Buyer
APS Offsite Procurement Office
Lincoln Complex, Building A, Room 7
915 Locust Street, SE
Albuquerque, NM 87106
Telephone: 505-848-8826
E-mail: michael.madrid@aps.edu**

4. Last Addendum Prior to Submission of Bids

This is the deadline by which an APS must issue all addenda for this procurement so that Bidders have time to finalize their bids. Refer to the schedule of events section for identification when the last addendum will be posted to the procurement website.

All addenda shall become part of the Bid and any information required shall be included in each Bidder's Bid.

5. Submission of Bids

a) Receipt of Bids:

Submittal of bids are due by 2:00 p.m., July 10, 2014. Clearly label each envelope or package with the Bid Number & name, Bidder's name, address and date of submittal.

Bidder shall deliver bids to:

**Albuquerque Public Schools (APS)
Offsite Procurement Office
Lincoln Complex, Building A, 1st Floor, Room 7
915 Locust Street SE
Albuquerque, NM 87106
ATTENTION: Michael Madrid CPPB, Construction Buyer
Telephone: 505-848-8826**

APS Procurement will time-stamp bids upon arrival at the Offsite Procurement Office and hold in a secure location. A public log will be kept of the names and submittal times of all bids. **Bids delivered after the deadline will be deemed non-responsive, and will be returned unopened to the Bidder.** It is solely the Bidder's responsibility to ensure that Bids arrive at the appointed date, time and location. Bids may be delivered early to avoid any possible delay of the submission.

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Bids may be hand carried/delivered or shipped/mailed by common carrier, courier of US Postal Service. **No other method of delivery will be allowed. Telephone, telegraphic, facsimile offers will NOT be accepted.**

- b) Opening of Bids: Bids will be opened publicly after the submittal deadline. The location for the public opening will be at the Lincoln Complex, Building A, First Floor Conference Room. The APS Construction Buyer will be designated as the official to conduct the public reading of bid responses.

6. Notice of Award

APS Procurement shall prepare the Notice of Award and send it to the selected Bidder(s).

C. STANDARD CONDITIONS GOVERNING THE PROCUREMENT

This section contains guidelines under which this Bid is issued, and conditions concerning how the procurement will be administered.

1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with a solicitation or the award of a contract may protest to the Procurement Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

Mark Heckart, CPM, Executive Director, APS Procurement
6400 Uptown Blvd. NE, Suite 600 W
P.O. Box 25704
Albuquerque, NM 87110

The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.

2. Incurring Cost

Any cost incurred by the Bidder in preparation, transmittal of any bid or material submitted in response to this Bid shall be borne solely by the Bidder.

3. Third-Party or Subcontracting Contractor Contract Responsibilities

Direction of all work that may result from this procurement must be performed by the Bidder and payments will only be made to the Bidder. Use of subcontractors is allowed, however, reassignment of Contractor duties and responsibilities to a third party is not acceptable

4. Amendments or Modifications to a Bid by Bidder

A Bidder may submit an amended bid prior to the deadline for receipt of bids. Such an amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. Owner personnel will not collate or assemble bid materials for the Bidder.

5. Bidders Rights to Withdraw Bid

No Bidder may withdraw their bid for **45 days** after the actual date of the receipt thereof (Bid Due Date).

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6. Disclosure of Bid Contents

Bid contents will be kept confidential until conclusion of successful bid awards. At that time, all bids will be open to the public, except for the material which has clearly been noted and determined by the APS Procurement to be proprietary or confidential as noted by the Bidder.

7. Confidential Data

Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 § 57-3A-7. Any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" must be readily separable from the bid in order to facilitate public inspection for the non-confidential portion.

8. Termination of Bid

This BID may be canceled at any time and any and all bids may be rejected in whole or in part when the Owner determines such action to be in the best interest of APS. The bid process may be terminated at any time if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Bidder.

9. Sufficient Appropriation

Any contract awarded as a result of this bid process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the successful Bidder will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

10. Right to Waive Technical Irregularities

APS reserves the right to waive technical irregularities per 1.4.1.42 NMAC 2005, (see "Technical Irregularities" in Definitions and Terminology section below). APS also reserves the right to waive mandatory requirements provided that all of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of APS.

11. Potential Civil and Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Release of Information

Only the Owner is authorized to release information covered by this bid. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this bid.

13. Clarifications from Bidders

The Construction Buyer, after review of the bids may request clarifications on information submitted by any and all Bidders in a written format, with a specified deadline for response.

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14. Licensing Requirements

The Contractor and subcontractors shall comply with all licensing laws and regulations. The Contractor shall, as part of the bid, provide copies of all of the Contractor's valid licenses necessary to perform the work in the State of New Mexico. Copies of the subcontractors' licenses need be provided only if requested of the Owner.

15. Subcontractors

The Subcontractors Fair Practices Act, 13-4-31 et. seq. per NMAC 1.4.8.13, para. C applies to this procurement. Therefore, any request for substitution on the part of the Owner or the Bidder shall comply with this section.

16. Non-Conforming Bids

Bids will be reviewed, for completeness, format and compliance with the requirements of the procurement. Incomplete bids will be considered non-responsive and subject to rejection.

Bids that are qualified with conditional clauses, alterations, items not called for in the bid documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

If any bid is deemed non-responsive by APS, the Bidder will be notified in writing of such determination.

DEFINITIONS AND TERMINOLOGY

This section contains definitions that are used throughout this Request for Bid, including appropriate abbreviations.

“Albuquerque Public Schools”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico (also called “APS”).

“APS”: Board of Education, Albuquerque Municipal School District Number 12, Bernalillo and Sandoval Counties, New Mexico.

“Award of Contract” shall mean a formal written notice by the District that a firm has been selected to enter into negotiations for a contract for construction services.

“Contractor” means successful Bidder awarded the contract that holds a current State of New Mexico general contractor license.

“Contract” means an agreement between Albuquerque Public Schools and a New Mexico licensed contractor for the work covered by this RFP.

“Contract Documents” means any one, or combination, of the following documents: Request for Bid, Addenda, Agreement Between the Owner and the General Contractor for General Conditions of the Contract, and the drawings and specifications.

“Design Professional” means architect or engineer.

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“Determination” The written documentation of a decision made by the Evaluation Committee including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Engineer” means a member of the project design team who is a New Mexico licensed engineer and is responsible for the engineering services.

Facilities Design + Construction (FD+C): A department of Albuquerque Public School (APS). FD+C is the entity requesting bids.

“Firm” means the company or other business entity referenced under 1.4.8 NMAC for the purpose of identifying, individually or collectively: a general contractor, or a subcontractor, of any tier, whether basic trade subcontractor, subcontractor or other.

“General Provisions” - The terms **“can”**, **“may”**, **“should”**, **“preferably”**, or **“prefers”** identifies a desirable or discretionary item of the RFP. Failure to comply with such an item will not result in the rejection of the Bidder’s bid.

Mandatory Requirements” - The terms **“must,” “shall,” “will,” “is required,”** or **“are required”** identify a mandatory requirement of this RFP. Failure to comply with such a mandatory factor may result in the rejection of the Bidder’s bid. Rejection of the bid will be subject to review by the Evaluation Committee.

“Bidder” is any person, corporation, or partnership who chooses to submit a bid in response to this bid, with the intent of providing construction services for this project.

“Owner”, as defined in the Agreement between the Owner and Contractor, shall be Albuquerque Public Schools.

“Pre-listed subcontractors” means the subcontractors, of any tier, that the Bidder is required to list, pursuant to 1.4.8.13 NMAC of 1.4.8 NMAC, at the time it submits a bid in response to this request for proposals.

“Prime Contractor” means the New Mexico licensed contractor selected.

“Project Architect, Project Engineer, Contract Engineer or Contract Architect” means architect/engineer.

“Project Design Team or Contract Architect or Engineer Design Team” means all members of the Design Professional’s firm, including its consultants, who are responsible for the design of and who will be participating in the construction and completion of the project.

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Responsive Offer” or “Responsive Bid” An offer or bid which conforms in all material respects to the requirements set forth in the Bid as determined by APS Procurement. Material respects of a bid include, but are not limited to quality, quantity or delivery requirements.

“Responsible Bidder” means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the bid.

“Selection” A formal written notice by the construction buyer, APS Procurement that a firm(s) has been selected to enter into a contract to provide this service.

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“Staff Architect or Construction Manager” The person designated as the point of contact by the FD+C to act on its behalf, concerning the scope of work and requirements of the contract documents.

“Technical Irregularities” Are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidder; that is, when there is no effect on price, quality or quantity. APS Procurement may waive such irregularities, or allow an Bidder to correct them, if either is in the best interest of Albuquerque Public Schools. Examples include the failure of a Bidder to:

- a) Sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder’s intent to be bound; or
- b) Acknowledge receipt of an amendment to the RFP, but only if: a) it is clear from the bid that the Bidder received the amendment and intended to be bound by its terms; or b) the amendment involved had no effect on price, quality or quantity.

"User" means the school district staff occupying the facility or facilities, for which a project is being designed.

"User Contact" is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

“Veteran Resident Contractor” - is a contractor that has applied to the NM Taxation and Revenue Department, qualified, and been issued a valid Veteran Resident Preference Certificate pursuant to Section 13-1-22 NMSA 1978.

III. CONTRACTUAL AGREEMENT AND BONDS

1. PERFORMANCE & LABOR AND MATERIALS PAYMENT BONDS (Projects in excess of \$125,000.00)

- a) A 100% Performance Bond and a 100% Payment and Materials Bond executed by a surety company authorized to do business in the State of New Mexico may be required from the successful Bidder prior to award of a contract. The Performance and Labor and Materials Payment Bonds shall be AIA Document A312.

2. TIME OF DELIVERY AND FORM OF BONDS

- a) The Bidder will, prior to commencement of Work, furnish such bonds as required by APS.
- b) The bonds will be written on the AIA Document A312, Performance Bond and Labor and Material Payment Bond.
- c) The AIA A312 1984 Labor and Materials Payment Bond shall in effect, limit the time line Surety has to respond. The bond shall be modified as follows:

Paragraph 6 of this Payment Bond is deleted in its entirety and replaced with the following provision: Within 45 days (1) after the claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has received at its home office all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety’s or the Contractor’s defenses under this Bond or their right to dispute such

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claim. However in such event the claimant may bring suit against the surety as provided under this bond.

3. SUBCONTRACTOR BONDING

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

IV. BID RESPONSE FORMAT AND ORGANIZATION

A. SUBMISSION OF BID

By the date and time of Submission of Bids, Bidder shall submit one (1) original copy each of the following documents:

- Item 1 **Bidder Information Form** (including the information listed immediately below)
 - NM State License Number & Classifications
 - Resident Contractor (or Veteran Resident Contractor) Preference Certificate Number
 - NM DOL (Workforce Solutions) Certificate Number
 - Contractor’s New Mexico Gross Receipts Tax Number
 - Contractor’s Federal Employee Identification Number
 - Acknowledgment of Receipt of Addenda (If applicable)
 - Price
 - Signature and Corporate Seal (if applicable)
- Item 2 **Bid Security** (Bond or Cash), **Agent’s Affidavit**
- Item 3 **Notarized Declaration Letter from Surety**
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- Item 9 **Offeror’s Contractor’s License(s)**
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B. PRICING - DETAILED REQUIREMENTS

ITEM 1 - PRICE FORM:

1. Price shall be presented in the form provided herein.
2. The bid, bearing original signatures, must be typed or hand-written in ink on the Price Form.

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3. Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.
4. In submitting this bid, each Bidder must satisfy all terms and conditions of the Bid Documents. All work covered by this Bid shall be in accordance with applicable state laws and, if price bid amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the office of the NM Work Force Solutions Department for this project. If the price bid amount of the contractor or any subcontractor exceeds \$60,000, the contractor and/or subcontractor must comply with the registration requirements pursuant to the NM Work Force Solutions Department Registration Act.
5. Before submitting a bid, each Bidder shall carefully examine the bid; and shall include in the bid the cost of all items required by the bid. If the contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the contractor shall promptly notify the specified APS Representative and the necessary changes shall be accomplished by addendum.

ITEM 2 - Bid SECURITY (BOND OR CASH):

Bid shall provide bid security in the form of a surety bond executed by a surety company authorized to do business in the State of New Mexico in the amount of **(5% of \$1,000,000.00 = \$50,000.00)**, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, which bond or check must accompany Bidder's price proposal.

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

ITEM 3 – NOTARIZED DECLARATION LETTER FROM SURETY:

The Bidder will provide, with the price proposal, a notarized declaration letter from a bonding company licensed to do business in the State of New Mexico confirming the Bidder's ability to obtain a Performance Bond, and a Labor and Materials Payment Bond in an amount not less than 100% of the price proposal.

ITEM 4 - CERTIFICATE OF INSURANCE:

Bidder shall provide a Certificate of Insurance that meets the requirements listed in Project Manual Section 00 6000 Bond and Insurance.

ITEM 5 - RESIDENT CONTRACTOR (OR VETERAN RESIDENT CONTRACTOR) PREFERENCE CERTIFICATE:

It will be the sole responsibility of any Proposer claiming a Resident Contractor Preference or Veteran Resident Contractor Preference to apply to the State of New Mexico Department of Taxation and Revenue for the proper certification and to receive approval, a certification number, and a certificate prior to the date and time for receipt of Proposals. Requests for qualification as a Resident Contractor or a Veteran Resident Contractor after receipt of Proposals will not be considered.

1. To receive a resident business preference, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Taxation and Revenue Department.
2. When a public body awards a contract using a formal request for proposals process, a resident contractor shall be awarded the equivalent of five percent of the total possible

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- points to be awarded based on the resident contractor possessing a valid resident contractor certificate.
3. To receive a veteran resident contractor preference, a contractor shall submit with its bid or proposal a copy of a valid veteran resident contractor certificate issued by the NM Taxation and Revenue Department.
 4. Through either an RFP process or an ITB process the qualified veteran resident contractor shall receive:
 - a) 10% preference if their annual revenues are less than \$1,000,000;
 - b) 8% preference if their annual revenues are less than \$5,000,000 but more than \$1,000,000
 - c) 7% preference if their annual revenues are more than \$5,000,000
 5. The preference is limited in any calendar year, to an aggregate of \$10,000,000 in purchases by public bodies from all resident veteran businesses receiving preferences.
 6. The preferences do not apply when the expenditure includes federal funds for a specific purchase.
 7. In addition to the veteran resident preference certificate, the veteran resident contractor shall provide any addition documentation required to validate the percentage of preference to be awarded.
 8. If there is a joint bid or joint proposal by a combination of resident veteran, resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each business as specified in the joint bid or proposal.

ITEM 6 - CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

The blank form is included in an Appendix of this RFP. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

ITEM 7 – CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM:

Each Bidder shall complete this form (which is provided in the Appendix of the RFP) and include it in their proposal.

ITEM 8 – CONTRACTOR’S STATE OF NM W-9 FORM:

Each Bidder shall complete and provide a State of New Mexico W-9 Form.

ITEM 9 – BIDDER’S CONTRACTOR’S LICENSE(S)

Each Bidder shall provide a photocopy of their Contractor’s License or Licenses.

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INFORMATION FOR BIDDERS

- 1.) **Qualification of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and / or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applying to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

- 2.) **Familiarity With Conditions:** Clarification of bidding procedures for this Contract may be made by contacting Michael Madrid, APS Construction Buyer, telephone (505) 848-8826; clarification of the technical aspects of this contract may be made by contacting the following personnel at APS:

Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. No claim shall be made nor will one be allowed the contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his bid.

- 3.) **Records:** Records shall be maintained by the contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of contractor's records with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts to transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent
- 4.) **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
- 5.) **Cancellation:** Documented failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS using departments, APS Procurement Department, and other contractor, grounds for cancellation still exists, immediate notification of cancellation will

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be provided in writing by the Procurement department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits

- 6.) **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Officer.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by APS and, if given, such shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

- 7.) **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civic and criminal penalties for its violation. In addition, the New Mexico Criminal statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

- 8.) **Terms and Conditions:** The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that the bidder can supply the item(s) specified. No contract exists on the part of Albuquerque Public Schools until a written Price Agreement is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a Price Agreement will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Albuquerque Public Schools (APS) reserves the right to return product which does not meet specifications indicated in bid at bidder's expense. Bidder guarantees the product delivered is standard, new and regular stock.

Failure to examine any specifications and/or instructions will be at bidder's risk.

- 9.) **Public Liability Insurance:** At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Workers' Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence
\$1,000,000 Bodily Injury and Property Damage aggregate

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General Liability Insurance shall be provided with the following limits.

- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (any one fire)
- \$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

- \$1,000,000 Bodily Injury and Property Damage combined per occurrence
- \$1,000,000 Bodily Injury and Property Damage combined aggregate.

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations.

The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits.

\$1,000,000 combined single limit bodily injury or property damage per occurrence. Coverage must be on an "any Auto" basis or must include owned, hired and non-owned automobile coverage.

If any policy changes occur during the life of the contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

- 10.) **Promotional Gifts and Activities:** APS Policy prohibits the distribution of jackets, shirts, caps or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, APS employees are prohibited from entering drawings, contest or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.
- 11.) **Registration:** Pursuant to NMSA 1978 §13-1-105, any contractor, prime contractor or subcontractor wishing to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) must be registered with the Department of Workforce Solutions, as required by Section 13-4-13.1 NMSA 1978, as of the date the bid is submitted, or the bid shall not be considered for award of the contract. A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with that section may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. The substitution shall not be a basis for any increase in the bid price. A prime contractor which has included an unregistered subcontractor in its bid may elect to withdraw its bid. If the Bidder fails to notify APS within 4 business days that Bidder has substituted a registered subcontractor for the unregistered subcontractor, Bidder shall be deemed to have withdrawn its bid.

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General Operating Conditions

- 1.) **Contract Time:** The duration of this contract shall be 52 weeks following award of the contract. At the completion of the 52-week period, this contract is subject to review and may be extended for three additional 52-week periods, subject to the approval of both parties and contingent upon funding. Pricing will remain firm during the life of the contract.

Also, it should be noted that per State Statute the use of this Bid by other local public bodies is permissible upon mutual consent from the district and the offeror(s)

- 2.) **Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable to **NOT** perform work requests which are clearly beyond the defined Scope of Work. Contractor has the responsibility of calling such violations to the attention of the APS Procurement Officer. Violations may become the personal liability of the individual requesting such work and APS is under no obligation to make payment.
- 3.) **Work Orders:** Work performed under this contract is subject to strict APS internal controls. Execution of any project within the scope of this contract shall be initiated by the in-house submission of a work order to the attention of the appropriate Maintenance & Operations Manager. A decision will be made to do the work with APS crews or to utilize this contract for all or any portion of the work. Contractor shall have no access to work orders and shall not enter into APS administrative decisions.

If APS shall elect to use this contract, project manager will notify the contractor as to the nature of the upcoming project(s). Contractor will then complete the project estimate with plans and/or a description of the work to be performed. The schedule of values section must reflect the contract pricing including the item number, unit price, estimated quantity, and estimated labor per man-hour classification, permits and total estimated cost.

Contractor shall submit the estimate of appropriate authorized APS contact for review. Based upon APS' calculations, historical data, engineer's estimates etc., of the work to be done, estimate will be approved or discrepancies renegotiated with the contractor. Return of the signed estimate shall authorize the contractor to proceed with the work. Change orders will follow the same guidelines.

In the event that the contractor may receive individual requests from a school/PTA group or department other than M&O, special Projects or Facilities Planning, such requests shall be referred to M&O for clarification. Contractor shall proceed with work only after receiving proper authorization regardless of the funding source because coordination of permits, final inspections and the collection and updating of utility records fall within the APS responsibilities.

- 4.) **Work Scheduling:** All work shall be, insofar as possible, performed during normal work house (7:00 a.m. to 5:00 p.m.) Monday through Friday. However, all work shall be coordinated with both the Project Manager and Operations and the Site Administrator to avoid interference with any facility schedule. All workmen shall check in through the administrative office when arriving at the site, and check out when leaving. The site administrator/designee will sign appropriate form verifying that the work has been completed. A list of worker's name(s) and job

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classification(s) shall be included on the form. Once begun, work shall continue without interruption and total job shall be completed within the number of days specified on the Construction Report Form.

5.) Response Time:

- a) Estimates – Estimates are to be prepared at no additional charge to APS for either site visit(s)/inspection(s) or actual estimate preparation. All requests for estimates are to be addressed within three (3) business days.
- b) Routine Requests – Contractor shall commence work within a three (3) day period after receiving proper authorization. Once begun, work shall continue, during normal working hours, without interruption until completion. The contractor shall be able to respond to multiple routine requests at any one time.
- c.) Emergency Requests – The contractor shall be able to provide service 24 hours a day. Contractor will be expected to respond immediately to an emergency request for work to be performed. Access to building shall be arranged by APS designee. APS may, at its option, establish procedures for emergency work which shall be approved by the Assistant Superintendent and mutually agreed upon, reduced to writing and will become an integral part of the contract.

6.) Safety: The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations) of said regulations) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees and/or agents, in connection with this contract.

7.) Final Acceptance: The contractor shall notify the APS Project Manager or designee when each work order/project is complete. APS shall then arrange for a prompt inspection by appropriate APS personnel or representatives who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.

8.) Invoicing and Purchase Order Procedures: Upon award, APS will issue a Price Agreement (PA) which will be in effect for the duration of the contract, and which will accommodate multiple billings as work is completed. Small Purchas Order's (SPO's) will not be used.

Itemized invoices, clearly referencing appropriate bid pricing item number, price agreement number and work order number, shall be submitted in duplicate to the using department (M&O or Facilities Planning). Copies of the completed delivery tickets, Construction Report Form or appropriate estimate form shall be attached to the invoice to substantiate charges for auditor tracking purposes. Charges for personnel shall indicate the wage rate, job classification and the name of personnel performing the work with reference to the appropriate time records.

Prompt Payments: APS will strive to meet or exceed prompt payment terms as may be established by statue. APS will not automatically include late charges in your payment. Late

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charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30-45 days.

Invoices with errors in unit pricing, errors in labor rates etc shall be subject to the same terms, but the start date for calculating late payment charges will be based on the date of the corrections. When applicable, final invoice for each project shall be accompanied by all required guarantees, releases of lien and/or submittal required by contract.

- 9.) **Escalation:** The use of price adjustment provisions as developed and implemented here in are intended to minimize the cost effects of price uncertainty to the Contractor and the Albuquerque Public Schools for Building Supply Material used in the construction of the contract. The price adjustment provisions are not intended to serve as a guarantee for full compensation for Building Supply Materials price fluctuations but are intended to be a sharing, by the Department, in a portion of the Contractor's risk which could result from potentially volatile price fluctuations that might occur throughout the duration of the contract. The price adjustment provisions do not serve to relieve the contractor of risks associated with fluctuation in prices beyond the amount adjusted by the provisions. This adjustment shall be full compensation for any and all price fluctuations, including but not limited to taxes, transpiration, overhead and delays.

The price adjustment provisions are only applicable to "Building Supplies that will be incorporated into the finished work for bid items containing materials as follows: Asphalt Concrete, Portland Cement Concrete, Cement Emulsified Asphalt, PVC, Copper, ABS, Steel, Ductile Iron, Screened Gravel, and Screened Sand.

Application of the escalation clause shall result in price adjustment only if the cost of the aforementioned building supplies at the time of delivery increased by more than 10% over the amount of (I) the identical building supply price at the time of bid – or (II) the market value of said building supply at the time the contract is entered into, whichever is greater. In the event of such increases, and upon sufficient written documentation establishing the extent of the increase, the Contractor's compensation may be equitably adjusted in the Purchase Order for any particular project. If the cost of a building supply material increases by more than 20% and the Contractor request a price adjustment said request shall be processed and reviewed as a change order to this contract.

- 10.) **De-Escalation:** The Contractor may propose any price de-escalation from the supplier of goods sold o the Albuquerque Public Schools through the contract resulting from this RFB, or by innovations of efficiency discovered in the performance of bid times. Such de-escalations shall pass on to the Albuquerque Public Schools at any time upon notice and be reflected in each project's unit pricing and/or invoicing.

- 11.) **JOBSITE REQUIREMENTS PERTAINING TO PERSONNEL:** All personnel on site, directly or indirectly in the employ of Contractor, are restricted form any interaction with any APS Staff, Students or other member s of the public while on or adjacent to APS property except through jobsite meetings or as otherwise determined by APS.

1. All such personnel shall remain in their designated work areas. Communications with any non-project related persons on or near the site shall be through APS Project Manager.

2. No firearms or any other types of weapons, of any sort will be allowed on site. If any person is found to be in possession of any Firearm, of any kind, they will e directed to leave immediately

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and will not be allowed to return. This includes any firearms found in Company or Private vehicles, tool boxes or brought on site in any other manner;

3. It is the policy of APS to prohibit smoking on any occupied school campus and on new, un-occupied sites to limit smoking to designated areas.

4. It is the policy of APS to prohibit use, possession, sale, and distribution of alcohol, drugs, or other controlled substances on its premises and to prohibit the presence of any individual with such substances in their body from the workplace. The contractor shall enforce this policy.

5. Contractor also agrees that any employee who is found in violation of requirements of this Paragraph, or of the BPO Documents, or who refuses to permit inspection shall be barred from the Project site at the discretion of APS.

12. **EMPLOYEE BACKGROUND CHECKS:** The Contractor shall be responsible for complying with the provisions of 22-10.3.3.B NMSA 1978, regarding employees having unsupervised access to students. In the event that 22-10.3.3. B NMSA 1978 applies, and upon prior approval by APS, reasonable costs for background checks shall be reimbursed without mark-up fee.

Technical Specifications

GENERAL REQUIREMENTS

- 1.1 **Scope of Work:** This is an indefinite quantity unit price contract for bituminous paving and related work and for plant hot mix material. Miscellaneous work and/or materials may be added as necessary for a complete project. Work under this contract may include APS funded project plus approved projects under the state of new Mexico Highway Department's Cooperative Program and like paving projects funded by severance tax funds from the State of New Mexico or County of Bernalillo. Contractor must anticipate many relatively small jobs and must be prepared to mobilize and carry these to completion in a timely manner. Emphasis on large jobs only will not be accepted.

- | | |
|----------------------|--------------------------------------|
| 1, Removals | 5. Bituminous Hot Mix (Product only) |
| 2. Earthwork | 6. Adjustment of Utilities |
| .Cut/fill | 7. Parking Bumpers |
| .Sterilant | 8. Drainage Structures |
| 3. Bases | 9. Other Similar Types of Work |
| 4. Bituminous Paving | |

It should be noted that all of the above items are covered under this contact only as they are required to complete paving related projects. The intent is to construct asphalt access roads, parking lots and walkways and to extend the life of existing paving, by applying asphalt overlays, sealcoats, and crack seals on an as-needed basis. Some jobs may necessitate related work such as removals, earthwork, concrete curbs, gutters, sidewalks, drive pads, striping, and drainage structures.

APS maintenance crews perform patching repair and minor paving work necessitating the purchase of hot mix product.

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- 1.2 **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, under the New Mexico Construction Industries Regulations, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed and appropriately skilled in applicable trade. Bidders must submit a current GS2 license as required by the New Mexico Construction Industries Division.
- 1.3 **Supervision:** The work shall be performed under the direction of qualified personnel experienced in the trade who shall be thoroughly familiar with the complete requirements and details of the work and shall normally be present on the site during the execution of the work. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.
- 1.4 **Codes and Permits:** All work shall be executed in accordance with local, federal, and state ordinances, and regulations governing the particular class of work involved. The contractor shall be responsible for the final execution of the work to suit these requirements. In the event of a conflict between the various codes and standards, the more stringent shall govern. The contractor shall hold and save the Board of Education free and harmless from liability of any kind arising from any failure to comply with codes and ordinances. Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. The contractor shall be reimbursed by APS for these permit fees only. No mark up will be allowed. Actual copies of permit charges must be submitted with invoices.
- 1.5 **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, and County Codes and Ordinances. Under the contract all work and products shall be executed in strict accordance with New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, 2007 (or latest edition). The successful bidder will be thoroughly familiar with this document. It may be obtained by contacting the Chief Design Engineer at the city of Albuquerque Public Works Department.
- 1.6 **Interrupting Services:** The contractor shall coordinate the execution of all work in order to minimize interference with the operations of existing systems during construction or repair work. Connection to existing systems requiring the interruption of service within the building shall be carefully coordinated with the Project Manager to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of APS.
- 1.7 **Inspections:** The appropriately authorized APS personnel may inspect projects at any time with or without prior notification to the contractor. APS designee will inspect work performed and materials used under this contract. APS shall have the right to interrupt work for spot checks or inspection purposes. Should any work be contrary to specifications or any requirement of the contract documents, the APS designee may order it corrected. The contractor shall correct all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by APS shall promptly be removed, replaced or corrected as may be applicable. Any cost involved will be borne by the contractor.
- 1.8 **Testing:** Tests required shall be in compliance with requirements set forth in the New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, 2007 or latest edition as may become effective during the life of the contract.

Should the contractor challenge APS secured test results and desire additional testing, the contractor shall bear the expense of contractor arranged re-testing.
- 1.9 **Guarantee:** The contractor shall guarantee against defects in workmanship for a period of 12 months from the date of final acceptance of the project and shall promptly repair such defects at no cost to

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Albuquerque Public Schools. Materials guarantee shall be the standard product guarantee, except as may be otherwise specified.

- 1.10 **Protection of Adjacent Surfaces:** the contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, windows, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at its own expense and to the satisfaction of Albuquerque Public Schools.
- 1.11 **Protection of the Work:** The contractor is responsible for protection and securing of all materials, tools equipment, and installed work until the final acceptance of the work by APS designee.

Contractor shall barricade or otherwise separate the worksite from students. Workers will not leave hand or power tools unattended. The site administrator or designee has the authority to stop any unsafe job and to require safety precautions such as evacuation from the area to protect students and staff.
- 1.12 **Clean-Up:** The contractor shall keep the site reasonably clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.
- 1.13 **Specifications Deviation:** General Specifications are binding. However, in instances where there is a deviation between the General Specifications and the Job Specifications, the Job Specifications rule. On any job where there is doubt as to the process of application to be used, the final decision will be made by the appropriate APS Manager, or his designee.
- 1.14 **Post Award Conference:** After bid award, the contractor shall meet with APS' designated contract personnel, or their designees, to outline procedures such as scheduling, paper flow, testing, and inspections.

Unless otherwise agreed, contractor will be prepared to begin work not later than two weeks from the date of the notice to proceed. Inclement weather or other such circumstances will be considered on a case by case basis.

The majority of work to be done for the district shall be between March and November each year. This contract is primarily for repair and small installations/removal of asphalt paving. Some large area road and parking lot work is anticipated.

2. MATERIALS

- 2.1 **Standards:** All materials shall comply with applicable product standards established in New Mexico Highway Department Standard Specification for Road and Bridge Construction, 2000, or with specifically stated specifications for this contract.
- 2.2 **Ground Sterilant:** Shall be Hyvar XL, or equal as approved by E.P.A.
- 2.3 **Bases:** Base course aggregate shall conform to the requirements of section 304, New Mexico State HDSS for Road and Bridge Construction, 2000. Fine aggregated base course to comply with ASTM D 1073 course aggregate base course to comply with ASTM D 692. Provide available mix evaluation data with bid documents.

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- 2.4 **Bituminous Paving**: Shall be plant, mix bituminous pavement conforming to the requirements of the latest (Type II – grading B & C), New Mexico State HDSS for Road and Bridge Construction, manual. Contractor shall submit mix designs for both B & C Type II with the bid document.
- 2.5 **Crack Seal**: Shall be rubberized asphalt cement meeting the requirements of the latest New Mexico State HDSS for Road and Bridge Construction manual.
- 2.6 **Tack Coat**: Shall be CSS-1 or SS-1 emulsified asphalt as per the latest New Mexico State HDSS for Road and Bridge Construction manual
- 2.7 **Asphalt Curb**: Shall be approved Bituminous Mix.
- 2.8 **Bituminous Hot mix and hot Mix Fines (Product Only)**: Mix design shall be the same as item 2.4.
- 2.9 **Riprap**: Riprap will be classified as Dry Riprap (Class A or Class B), Grouted Riprap (Class A or Class B), Derrick Stone Riprap, Wire Enclosed Riprap, Grouted Wire Enclosed Riprap, or Rock Plating. All Riprap materials shall conform to the latest NMSHD Standard Specifications manual.
- 2.10 **Drainage Pipe**: PVC Drainage Pipe will be SDR-35 and Corrugated Metal Pipe will be 16 gauge.
- 3. **EXECUTION**

All work shall comply with New Mexico State HDSS for Road and Bridge Construction, 2007. Note: Where the terms “Department” or “State” are used in the New Mexico Highway Specifications, substitute “Albuquerque Public Schools.” Where the terms “Architect or Materials and Testing Engineer” are used, substitute “APS Architect or designee.”

- 3.1 **Removals**: (Pricing quotation items 1a-1e, page 25) Contractor shall furnish all labor, equipment, and tools necessary to complete required removal and disposal of materials. Materials shall be properly disposed of in compliance with EPA, City, and County regulations. APS will reimburse exact dumping fees upon receipt of documentation. Add to invoice at no markup.
- 3.2 **Earthwork**: Earthwork shall include all materials, equipment and labor to accomplish necessary lines, grades and profiles indicated on individual job drawings and/or as specified by APS’ designee. All work shall conform to NM Highway specifications.

NOTE:

Sub grade Preparation: Paving quotation includes 6” sub grade preparation. Paving pricing will be for complete in place job. References on the quotation pages to “Includes sub grade preparation” means that contractor shall process and compact to 95% established laboratory density for traffic areas; 90% below pedestrian areas for sub grade materials that have a soil bearing value of 20 or more, 5” thick in compliance with NM Highway specifications.

- a) **Cut and Fill, on Site**: This applies to preparation beyond the normal 6” subgrade preparation.

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- b) **Clearing and Grubbing**: This applies to whatever materials/objects need to be cleared to complete specified job. It may include grass sod, brush, rocks, etc.
- c) **Export and Disposal of Sub base Material**: Same requirements for item 3.1 removals apply.
- d) **Import Sub base Materials**: This applies to materials having a soil bearing value of 20 or more.
- e) **Sterilant Application**: This item should include the cost of both materials and labor. APS Chief of Facilities and Planning, or his designee shall instruct contractor when sterilants are to be used. If APS determines it shall be necessary to apply ground sterilants, application shall be per manufacturer's recommendations.

3.3 **Bases**: Quotations are for an in place price including both materials and labor.

3.4 **Paving**: Bituminous Paving shall include all materials, equipment and manpower to accomplish routine grading, spreading, and compacting plant mix bituminous base course to the lines, grades, thicknesses, and typical cross sections indicated on drawings and/or as specified by APS' designee. Bituminous Paving is not restricted to roadwork. Sidewalk installation and other applications (such as drainage swales) of unusual width may be included. Note that overlay pricing includes tack coat complete in place; tack coat application shall conform to Section 407, New Mexico State Highway specifications.

3.5 **Crack Seal**: Should APS elect to order only crack sealing, all work shall be quoted as complete in place and conform to New Mexico Highway specifications.

3.6 **Bituminous Hot Mix and Hot Mix Fines to be picked up by APS Personnel**:

Materials will be picked up by various APS Maintenance and Operations personnel driving APS Vehicles. No order shall be allowed without driver providing proper APS identification and providing the contractor with the proper price agreement number. APS designee will place order 24 hours in advance. In emergency situations, 24-hour advance notice may be impossible. Contractor will then fill emergency orders in the shortest possible time frame. Quantities will vary according to job size. However, minimum order will be 2 tons.

3.6a **Bituminous Hot Mix and Hot Mix Fines to be Delivered to APS Sites**: The majority of product only orders will be picked up by APS personnel in APS vehicles as outlines, above. However, occasionally in-house trucks are not available and delivery of product only may be requested. Deliveries shall be made to only APS sites. Tickets shall indicate quantity, site of delivery, price agreement number and name of APS employee placing order. Also, the APS employee receiving the order shall sign his full name on the delivery ticket. APS designee will place order 24 hours in advance. In emergency situations, 24-hour advance notice may be impossible. Contractor will then fill emergency orders in the shortest time frame. Quantities will vary according to job size. However, minimum order will be 2 tons.

3.7 **Slurry Seal**: Shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers, and water properly proportioned, mixed and spread on the pavement surface. Mixture shall be sufficiently free flowing to fill cracks in the pavement, and shall not segregate during application. Mixture shall also have a non-skid texture and adhere firmly to the surface. Mixing shall not continue for more than four minutes. Existing surface must be free of water and temperature must be at least degrees F, or as recommended by manufacturer. All loose materials will be removed and surface will be cleaned of dirt, debris, etc. Surface cracks will be cleaned and blown out with compressed air. After material has been

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laid and is sufficiently set, it will be rolled until a uniformly smooth surface is obtained. Mineral aggregate will consist of durable sand and/or crushed stone. Mineral fillers shall conform to ASTM D-242 requirements and shall be considered as part of the blended aggregate and only used when required in minimum amounts to improve the characteristics of the aggregate emulsion mixture. Smooth textured sand of less than 1.15% water absorption shall not exceed 50% of the total combined aggregate. Tests per ASTM D-2419 shall have sand equivalent of not less than 45%. Abrasion loss per ASTM C-131 shall not exceed 35%. Bituminous materials shall be quick setting, anionic emulsion and shall provide a homogeneous mix with good suspension of aggregate particles

TABLE

SIEVE SIZE	TYPE I % PASSING	TYPE II % PASSING	TYPE III % PASSING
3/8:	100	100	100
#4	100	90-100	70-90
#8	90-100	65-90	45-70
*16	65-90	45-70	28-50
#30	40-60	30-50	19-34
#50	25-42	18-30	12-25
#100	15-30	10-21	7-18
#200	10-20	5-15	5-15
Residual Asphalt %	10-16	7.5-13.5	6.5-12
Application Rate (lbs./sy)	6-10	12-18	18-25

- 3.8 **Adjustment of Utilities** Contractor shall furnish equipment, labor, and materials for a complete job.
- 3.9 **Furnish and Install Portland Cement 8-foot Parking Bumpers:** Contractor shall furnish the product and perform the complete installation including anchoring.
- 3.10 **Furnish and Install Concrete Curb and gutter:** Contractor will furnish product similar to City of Albuquerque. P.W. median curb and gutter, standard curb and gutter or header curb and perform the installation. See city detail 2415. Concrete will be required to meet City Standard specifications.
- 3.11 **Drainage Structures:** Contractor shall furnish all labor, equipment, tools, and materials necessary to complete drainage work as specified. All work shall conform to governing standards.

Double “C” Storm inlets to be constructed per City of Albuquerque Drawing 2205; Double “D” Storm inlets to be constructed per City of Albuquerque Drawing 2206. Quote both single- and double-grated inlets for each type. The 18”x18” private storm inlet has only a single grate option.

Bituminous Paving and Related Work/Materials on Demand

4. **Standard Drawings:**

City of Albuquerque Standard Specifications for Public Works Construction, 1986 or latest edition in effect during the life of the contract is hereby incorporated by reference, the same as if fully written herein and shall govern this contract except as may be revised, amended or supplemented by the Special Provisions and the Supplemental Technical Specifications.

5. **Signage:** Signs shall be furnished and posted at the appropriate height for automobile/van handicapped parking and traffic control.

AWARD: Because of the volume of work, APS reserves the right to make multiple awards to insure adequate coverage of service/ or in the best interest of APS.

NOMINAL ITEMS: During the life of the contract, nominal items may be added by mutual agreement of both parties.

Submittals: the contractor shall submit with the bid package the following:

- 1) Plant mix design for B & C type II .

Bituminous Paving and Related Work/Materials on Demand

PRICING SECTION

BID ITEM NO.	DESCRIPTION	ESTIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
LOT 1: Items 1-9 Inclusive				
Removal:				
1a	of existing asphalt paving where saw cut is required	400 sq yd	_____	_____
1b	of existing asphalt paving where saw cut is not required	200 sq yd	_____	_____
1c	of existing sidewalk and drive pads	150 sq yd	_____	_____
1d	of existing asphaltic curb	50 n ft	_____	_____
1e	of existing Portland Cement concrete curb and gutter	200 in ft	_____	_____
1f	Saw cut asphalt pavement	50 in ft	_____	_____
1g	Saw cut concrete pavement	50 In ft	_____	_____
1h	Remove & dispose of 12" caliper trees	5 ea	_____	_____
1i	Remove and dispose of existing concrete portable	20 ea	_____	_____
Building footings (pricing should be per footing)				
1j	1 1/2" asphalt milling	100 sq yd	_____	_____
1k	2" asphalt milling	200 sq yd	_____	_____
1l	Remove retaining wall	100 sq ft	_____	_____
1m	Remove and replace arterial pavement	50 sq yd	_____	_____
1n	Remove and salvage boulder	1 ea	_____	_____
1o	Remove bollard	30 ea	_____	_____
1p	Remove and relay hydrant	1 ea	_____	_____
1q	Remove manhole	1 ea	_____	_____
1r	Remove existing inlet	1 ea	_____	_____
1s	Miscellaneous removals per cy	100 cy	_____	_____
1t	Removal and installation of chain link fence	1000 lf	_____	_____
2	Earthwork			
2a	Cut and fill on site	400 cu yd	_____	_____

Bituminous Paving and Related Work/Materials on Demand

2b	Clearing and grubbing	300 sq yd	_____	_____
2c	Export and disposal of sub base material	160 cu yd	_____	_____
2d	Import sub base material having a soil bearing value of 20 or more	100 cu yd	_____	_____
2e	Sterilant application, complete	50 sq yd	_____	_____
2f	Import and place topsoil	1000 cu yd	_____	_____
2g	Install Silt Fence without wire backing	1000 lf	_____	_____
2h	Install Silt Fence with wire backing	1000 lf	_____	_____
2i	Install and Remove silt fence without wire backing	1000 lf	_____	_____
2j	Install and Remove silt Fence with wire backing	1000 lf	_____	_____
2k	Class A Seeding	4 AC	_____	_____
2l	Installation of silt fencing, wattles, and inlet protection	1000 lf	_____	_____
2m	Filter fabric	100 sy	_____	_____

Bases

3a	Crushed gravel fine aggregate base course <3/8"	60 cu yd	_____	_____
3b	Crushed gravel coarse aggregate base course >3/8"	40 cu yd	_____	_____
3c	Recycled concrete base course	40 cu yd	_____	_____
3d	3/4" Gravel, 2" thick	6500 sq ft	_____	_____
3e	Plant Mixed Bituminous Treated Base Construction – Per COA Spec 307	100 tn	_____	_____

Paving

4a	Machine laid 8 feet and over			
4a.1a	2" Bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4a.1b	2" Bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4a.1c	2" Bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4a.1d	2" Bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4a.2a	3" Bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4a.2b	3" bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____

Bituminous Paving and Related Work/Materials on Demand

4a.2c	3" Bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yd	750 sq yd	_____	_____
4a.2d	3" Bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4a.3	1" Bituminous overlay (including tack coat)	700 sq yd	_____	_____
4a.4	1.5" Bituminous overlay (including tack coat)	700 sq yd	_____	_____
4.a.5	2" Bituminous overlay (including tack coat)	100 sq yd	_____	_____
4a.6	Typical 2" Bituminous sub-grade for athletic surface	100 sq yd	_____	_____
4b	Machine laid under 8 feet			
4b.1a	2" Bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4b.1b	2" Bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4b.1c	2" Bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4b.1d	2" Bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4b.2a	3" Bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4b.2b	3" Bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4b.2c	3" Bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4b.2d	3" Bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4b.3	1" bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	200 sq yd	_____	_____
4b.4	1.5" Bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	200 sq yd	_____	_____
4b.5	2" bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	100 sq yd	_____	_____
4c	Handwork in areas inaccessible to paving machine			
4c.1	Leveling course	200 ton	_____	_____
4c.2a	2" bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____

Bituminous Paving and Related Work/Materials on Demand

4c.2b	2" bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4c.2c	2" Bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4c.2d	2" bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4c.3a	3" bituminous paving, Type B (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4c.3b	3" Bituminous paving, Type B (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4c.3c	3" bituminous paving, Type C (including sub grade preparation), Less than 1000 sq yds	750 sq yd	_____	_____
4c.3d	3" Bituminous paving, Type C (including sub grade preparation), Greater than 1000 sq yds	2000 sq yd	_____	_____
4c.4	1" Bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	100 sq yd	_____	_____
4c.5	1.5" bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	100 sq yd	_____	_____
4c.6	2" Bituminous overlay (including tack coat and removal and placement of existing parking bumpers)	50 sq yd	_____	_____
4c.7	2" Bituminous overlay for athletic surfacing	100 sq yd	_____	_____
4d	Crack seal, complete in place	100 lb	_____	_____
4e	Machine laid extruded asphalt curb, complete in place (see standard d5rawing 2415 Asphalt curb)	50 lin ft	_____	_____
4f	Speed bumps. Height and width will vary. Hand laid Asphaltic barriers for speed control, water diversion, etc.	1000 lin ft	_____	_____
4g	Striping: City of Albuquerque approved traffic paint 4" Wide, 2 coats. Less than 300 linear feet.	1000 lin ft	_____	_____
4h	4" Hot Thermoplastic Striping < 300'	500 lf	_____	_____
4i	4" Hot Thermoplastic > 300'	1000 lf	_____	_____
4j	4" Hot Thermoplastic Markings	100 sf	_____	_____
Bituminous Hot Mix Only:				
5a	Bituminous hot mix to be picked up by APS Personnel. Minimum order will be 2 tons	1800 ton	_____	_____
5b	Bituminous hot mix to be delivered to designated sites.	200 ton	_____	_____

Bituminous Paving and Related Work/Materials on Demand

Minimum order will be 2 tons

5c	Hot mix fines to be picked up by APS personnel	100 ton	_____	_____
5d	Hot mix fines to be delivered to designated sites	50 ton	_____	_____

Adjustment of utilities

6a	Adjust manhole frames to grade with metal adjusting rings (2" and less). See standard drawing #2460, manhole regarding detail.	30 each	_____	_____
6b	Adjust manhole frames to grade with masonry construction Rings (2" and less). See standard drawing #2460, Manhole regarding detail.	20 each	_____	_____
6c	Adjust water valve boxes and cans to grade. See standard Drawing #2460, Valve box regarding detail.	30 each	_____	_____
6d	Adjust meter and cans to grade. See standard drawing #2460. Valve box regarding detail.	20 each	_____	_____

Parking bumpers:

7a	Furnish and install Portland cement concrete parking bumpers 8'	100 each	_____	_____
7b	Furnish and install Portland cement concrete parking bumpers 6'	300 each	_____	_____
7c	Remove/resetting parking bumpers	100 each	_____	_____
7d	Paint parking bumpers	5 each	_____	_____
7e	12" Stop Bar	1000 lin ft	_____	_____

Furnish and install Portland cement concrete:

8a	6" drive pad	250 sq.ft.	_____	_____
8b	6" concrete paving (6x6x10 wire mesh)	200sq.ft.	_____	_____
8c	4" sidewalk (less than 100 sq.ft.)	75 sq.ft.	_____	_____
8d	4" sidewalk (more than 100 sq.ft.)	400 sq.ft.	_____	_____
8e	Median curb and gutter	3350 lin.ft..	_____	_____
8f	Standard curb and gutter	150 lin.ft.	_____	_____
8g	Header curb	50 sq.ft.	_____	_____
8h	Mow Strip	100 lin ft	_____	_____
8i	Containment wall	100 lin.ft..	_____	_____
8j	Concrete inner curb	1000 lin.ft.	_____	_____
8k	Tree well	100 lin.ft.	_____	_____

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8l	4" thick concrete slab, 4000 psi (6x6x10 wire mesh)	4800 sq.ft.	_____	_____
8m	Concrete wheelchair ramp per COA Std. Dwg. 2441	120 sq.ft.	_____	_____
8n	Construct concrete foundations for single portable Classroom building. (Set of 4 footings)	1 each	_____	_____
8o	Construct concrete foundations for double portable Classroom building. (Set of 6 footings)	1 each	_____	_____
8p	4" Concrete paving	50 cu.yd.	_____	_____
8q	Paint concrete. Paint stencils on concrete/curbs	350 sq.ft.	_____	_____
8q1	8" Painted Stenciled Letters	50 each	_____	_____
8qr2	12" Painted Stenciled Letters	50 each	_____	_____
8r.1	Paint left or right arrow	15 each	_____	_____
8r.2	Paint combination arrow	15 each	_____	_____
8r.3	Paint through arrow	10 each	_____	_____
8r.4	Paint 3-way arrow	5 each	_____	_____
8s	Paint curbs	1000 lin.ft.	_____	_____
8t.1	Concrete Color Additive	300 sq.yd.	_____	_____
8t.2	Concrete 3000 PSI	300 cu.yd.	_____	_____
8t.3	Item Deleted	100 cu.yd.	_____	_____
8u	Concrete pumping	2 hours	_____	_____
8v	Construct concrete footings for retaining walls	8 cu.yd.	_____	_____
8w	Construct concrete retaining walls, ramps and steps	8 cu.yd.	_____	_____
8x	Furnish and place reinforcing steel for concrete footings ramps, retaining walls and steps.	500 lbs	_____	_____
8y	Furnish and install metal handrail for ramps and steps (primed and painted)	50 lin ft	_____	_____
8z	Construct sidewalk culvert with steel plate top per COA Std. Dwg. 2236	10 sq.ft.	_____	_____
8az	Sdwk Turndown	250 lin.ft.	_____	_____
8bz	Embedded truncated dome detectable warning mats	50sf	_____	_____

Drainage Structures:

Bituminous Paving and Related Work/Materials on Demand

9a	Riprap			
9a.1	Riprap - dumped	2.5 cu.yd.	_____	_____
9a.2	Riprap - grouted	2.5 cu.yd.	_____	_____
9a.3	Riprap – wire enclosed	5 cu.yd.	_____	_____
9b	Drainage Pipe			
9b.1	4” PVC-SDR 35	7.5 lin.ft.	_____	_____
9b.2	6” PVC-SDR 35	10 lin.ft.	_____	_____
9b.3	8” PVC-SDR 35	2.5 lin.ft.	_____	_____
9b.4	10’ PVC-SDR 35	2.5 lin.ft.	_____	_____
9b.5	12” PVC-SDR 35	2.5 lin.ft.	_____	_____
9b.6	6” CMP-16 GA	5 lin.ft.	_____	_____
9b.7	8” CMP-16 GA	5 lin.ft.	_____	_____
9b.8	10” CMP-16 GA	20 lin.ft.	_____	_____
9b.9	12” CMP-16 GA	5 lin.ft.	_____	_____
9b.10	15” CMP-16 GA	5 lin.ft.	_____	_____
9b.11	18” CMP-16 GA	20 lin.ft.	_____	_____
9b.12	24” CMP-16 GA	5 lin.ft.	_____	_____
9b.13	4” ADS-N-12	100 lin.ft.	_____	_____
9b.14	6” ADS-N-12	100 lin.ft.	_____	_____
9b.15	8” ADS-N-12	100 lin.ft.	_____	_____
9b.16	10” ADS-N-12	100 lin.ft.	_____	_____
9b.17	12” ADS-N-12	100 lin.ft.	_____	_____
9b.18	18” ADS-N-12	100 lin.ft.	_____	_____
9b.19	24” ADS-N-12	100 lin.ft.	_____	_____
9b.20	30” ADS-N-12	100 lin.ft.	_____	_____
9b.21	4” ADS-45	1 each	_____	_____
9b.22	6” ADS-45	1 each	_____	_____
9b.23	8” ADS-45	1 each	_____	_____
9b.24	10” ADS-45	1 each	_____	_____

Bituminous Paving and Related Work/Materials on Demand

9b.25	12" ADS-45	1 each	_____	_____
9b.26	18" ADS-45	1 each	_____	_____
9b.27	24" ADS-45	1 each	_____	_____
9b.28	30" ADS-45	1 each	_____	_____
9b.29	36' ADS-N-12	40 lin.ft	_____	_____
9b.30	36 x 18 ADS-Wye	1 each	_____	_____
9b.31	24 x 12 ADS-Wye	1 each	_____	_____
9c	Storm inlets			
9c.1	Double "C", single grate	1 each	_____	_____
9c.2	Double "C", double grate	1 each	_____	_____
9c.3	Double "D", single grate	1 each	_____	_____
9c.4	Double "D", double grate	1 each	_____	_____
9c.5	18"x18" private storm inlet, single grate	1 each	_____	_____
9c.6	24"x24" private storm inlet, single grate ADA Compliant	1 each	_____	_____
9c.7	ADS inlets – 12"	1 each	_____	_____
9c.8	ADS inlets – 18"	1 each	_____	_____
9c.9	Connect to inlet	1 each	_____	_____
9c.10	Valley gutter	500 sq.yd.	_____	_____
9c.12	RCP 18" Class II	300 lin.ft.	_____	_____
9c.13	RCP 24" Class II	300 lin.ft.	_____	_____
9c.14	RCP 30" Class II	300 lin.ft.	_____	_____
9c.15	RCP 36" Class II	300 lin.ft.	_____	_____
9c.16	RCP 48" Class II	300 lin.ft.	_____	_____
10	UTILITIES-Water Lines			
10a.1	4" C-900 PVC	1000 lf	_____	_____
10a.2	6" C-900 PVC	1000 lf	_____	_____
10a.3	8" C-900 PVC	1000 lf	_____	_____
10a.4	10" C-900 PVC	1000 lf	_____	_____
10a.5	12" C-900 PVC	1000 lf	_____	_____

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10.a.6	Non press Connect	10 each	_____	_____
10.a.7	Ductile Iron Fittings MJ 4"-14"	2500 lb	_____	_____
10.a.8	4" Gate Valve	10 each	_____	_____
10.a.9	6" Gate Valve	10 each	_____	_____
10.a.10	8" Gate Valve	10 each	_____	_____
10.a.11	10" Gate Valve	10 each	_____	_____
10 a.12	12" Gate Valve	10 each	_____	_____
10.a.13	Valve Box	10 each	_____	_____
10.a.14	4'Bury Fire Hydrant complete	10 each	_____	_____
10.a.15	4 ½'Bury Fire Hydrant complete	10 each	_____	_____
10.a.16	6" Fire Hydrant Extensions	50 each	_____	_____
10.a.17	12" Fire Hydrant Extensions	50 each	_____	_____
10.a.18	24" Fire Hydrant Extensions	50 each	_____	_____
10.a.19	6" pvc sleeve	50 lin ft	_____	_____
10.a.20	4"-8" Megalugs. Restrained pipe joint	50 each	_____	_____
10.a.21	4"-8" Harness Lugs. Restraining harness for pipe	50 each	_____	_____
10.a.22	10"-12" Megalugs	20 each	_____	_____
10.a.23	2" Water Service	2 each	_____	_____
10 a.24	3" Water Service	2 each	_____	_____
10.a.25	10" – 12" Restraining Harnesses	20 each	_____	_____
10.a.26	¾" Water Services Concrete Blocking	30 each	_____	_____
10.a.27	1" Water Services Concrete Blocking	30 each	_____	_____
10.a.28	1 1/2" Water Services Concrete Blocking	30 each	_____	_____
10.a.29	4" Water Services Concrete Blocking	30 each	_____	_____
10.a.30	2" backflow preventers with hot box	30 each	_____	_____
10.a.31	3" backflow preventers with hot box	30 each	_____	_____
10.a.32	4" backflow preventers with hot box	30 each	_____	_____
10.a.33	6" backflow preventers with hot box	30 each	_____	_____

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UTILITIES-Sanitary Sewer

10.b.1	Manhole Connection	5 each	_____	_____
10.b.2	4' Diameter Manhole less than 6' deep	2 each	_____	_____
10.b.3	4' Diameter Manhole 6' – 10' deep	2 each	_____	_____
10.b.4	4' Diameter Manhole 10' – 14' deep	2 each	_____	_____
10.b.5	6' Diameter Manhole various depths	1 each	_____	_____
10.b.6	4" Sanitary Sewer Service	2 each	_____	_____
10.b.7	6" Sanitary Sewer Stub	2 each	_____	_____

TOTAL LOT 1: Items 1a-10.b7 inclusive

LOT II: Items 1a-1c

Slurry seal

11a	Type I	25 sq.yd	_____	_____
11b	Type II	25 sq.yd.	_____	_____
11c	Type III	50 sq.yd.	_____	_____

TOTAL LOT II: Items 11a-11c inclusive

LOT III: Items 12a-12l

Signage

12a	Automobile handicapped parking	10 each.	_____	_____
12b	Van Accessible handicapped parking	10 each.	_____	_____
12c	Traffic signs with post	10 each	_____	_____
12d	Chevron signs on posts	10 each	_____	_____
12e	Striping – handicapped symbol	1 each	_____	_____
12g	Eradicate striping	2000 lf	_____	_____
12h	Remove and salvage sign	10 each	_____	_____
12i	Relocate existing sign to existing post	10 each	_____	_____
12j	Relocate existing sign and post to new location on campus	5 each	_____	_____
12k	Stationary Bollards	75 each	_____	_____
12l	Removable Bollard	75 each	_____	_____

TOTAL LOT III: Items 12a-12l inclusive

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LOT IV: Miscellaneous

Installation

13.a	Install APS supplied bicycle racks	6 each	_____	_____
13.b	Install APS supplied table with seats	10 each	_____	_____
13.c	Install APS supplied table	10 each	_____	_____

Relocations

13d	Relocate bicycle racks	4 each	_____	_____
13e	Relocate table with seats	4 each	_____	_____
13f	Relocate bench	10 each	_____	_____

LOT IV: Items 13a-13f inclusive \$ _____

GRAND TOTALS LOTS 1, 11, 111 and IV

\$ _____

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Fixed Fee Mark-up

Note: NM State Procurement code NMSA 1978, Paragraph 13-1-149 states that the **use of a cost-plus-a-percentage-of-cost contract is prohibited except for the purchase of insurance.**
 Contractor/Successful Bidder shall provide a fixed fee table in the boxes below.

The values in the table shall be used in the contractor’s project estimates where subcontractors are used and shall be provided prior to starting a project with un-priced items that are within the intended scope of the resultant PA. Once the project is complete, if the project is over or under the estimated values for subcontractor costs, parts & materials and rental equipment other than priced items quoted above, the contractor is still entitled to the administrative fixed fee. Contractor shall only invoice for the fixed fee on the final invoice for the project. If the project scope of work changes, the fixed fee shall be re-established again using the table of values below. The cost of subcontractors (in aggregate) used on any project shall not exceed 15% of the total project cost. Any single Fixed Fee expressed greater than 20% in the table below shall render the Contractors Bid to be considered non responsive to the ITB.

Dollar Amount Estimated	Fixed Fee Amount
1) \$1 to \$10,000	\$ _____
2) \$10,001 to \$20,000	\$ _____
3) \$20,001 to \$50,000	\$ _____
4) \$50,001 to \$75,000	\$ _____
5) \$75,001 to \$100,000	\$ _____
6) \$100,001 to \$150,000	\$ _____
7) \$150,001 to \$200,000	\$ _____
8) \$200,001 to \$350,000	\$ _____
9) \$350,001 to \$500,000	\$ _____
10) \$501,000 to \$750,000	\$ _____

Total Fixed Fee Markup for Subcontracts, equipment rental and materials \$ _____

PRICING SUMMARY

GRAND TOTALS LOTS 1, 11, 111 and IV	\$ _____
Total Fixed Fee Markup for Subcontracts, Equipment and materials	\$ _____
Base Bid	\$ _____

APS RESERVES THE RIGHT TO NEGOTIATE THE FIXED FEE ON A PER PROJECT BASIS.

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METHOD OF AWARD

Because of the volume of work, APS reserves the right to make **multiple awards** to insure adequate coverage of services/or in the best interest of APS. A base bid will be established by totaling Lots 1, 11, 111, and 1V and the Total Fixed Fee Markup. The base bid amount will be used to determine lowest bidder.

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SAMPLE WAGE DECSION

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2014

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/St onemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

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APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 15-006MM-SL

Bituminous Paving and Related Work/Materials on Demand

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 bid 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 bid 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 federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include

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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 bid process set forth in the Procurement Code or is not required to submit a competitive sealed bid 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:

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)

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Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

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APPENDIX B

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

**RFP NO. 15-006MM-SL
Bituminous Paving and Related Work/Materials on Demand**

As utilized herein, the term "Vendor" shall mean that entity submitting a bid to Albuquerque Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor: _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date _____

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Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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BIDDER’S INFORMATION FORM

Date of Proposal: _____

New Mexico State Contractor’s License No. _____

License Classifications: _____

Resident Contractor’s Preference Certificate No. _____

Veteran Resident Contractor Preference Certificate No. _____

Percent of preference qualified for: _____ (10% / 8% / 7%)

NOTE: Attach a copy of the valid certificate and documentation to validate percent preference.

NM DOL (Workforce Solutions) Certificate No. _____

Contractor’s New Mexico Gross Receipts Tax No. _____

Contractor’s Federal Employee Identification No. _____

Proposal of (Company name): _____

(Hereinafter called the “Offeror”) organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual (Circle correct one).

The undersigned, as an authorized representative for the Offeror named above, in compliance with the Request for Proposals for various construction services on demand.

The undersigned Offeror's representative also acknowledges receipt of the following Addenda:

Addendum No: _____, dated _____, Addendum No: _____, dated _____

Addendum No: _____, dated _____, Addendum No: _____, dated _____

The Offeror understands that the contract will be awarded in accordance with the provisions of the Request for Proposals and that the Owner reserves the right to reject any or all proposals and to waive any technical irregularities.

And will become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

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Respectfully Submitted,

By: (Authorized Signature) _____ Date: _____

By: (Same name, printed or typed) _____

Title: _____

Company: _____

Address: _____ Phone: _____

Zip: _____ Fax: _____ Email: _____

Affix Corporate Seal if bid is by Corporation)