

# **Bid Forms**

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## Conflict of Interest Statement

Bidder represents and warrants the following:

1. No Current or Prior Conflict of Interest. The bidder has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients or customers, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this ITB or any contract entered into pursuant to award under this ITB.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, bidder shall immediately inform City of Bloomfield in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of the City of Bloomfield, such conflict poses a material conflict to and with the performance of the bidder's obligations, then the city may terminate the contract immediately upon written notice to the bidder; such termination of contract shall be effective upon the receipt of such notice by bidder.
4. If the bidder is a former employee of the City of Bloomfield New Mexico, state the date of separation/retirement here:

\_\_\_\_\_ (write N/A if not applicable).

5. If the bidder is a current employee of the City of Bloomfield, New Mexico, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the City, state employee name and position held here:

\_\_\_\_\_  
\_\_\_\_\_ (write N/A if not applicable).

Signature

Date

Printed Name and Title

ITB # 2024-001  
City of Bloomfield, NM  
East Blanco Bridge Construction Phase II

**LUMP SUM OR UNIT PRICE BID**

Project: East Blanco Bridge Construction Phase II

ITB #2024-001

This Proposal is submitted to: (Owner)

**MAIL TO:**

City of Bloomfield  
Chief Procurement Officer  
PO BOX 1839  
Bloomfield, NM 87413  
Post marked by May 24, 2024

**HAND DELIVER TO:**

City of Bloomfield  
Chief Procurement Officer  
915 N. 1<sup>st</sup> Street  
Bloomfield, NM 87413

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work, as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Proposal will remain subject to acceptance for 30 days after the date of Proposal receipts. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice of Proposal Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
  - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

- B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work site, locality, and all local conditions, applicable laws, rules and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
    - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
    - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

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4. The Bidder agrees that:

- A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive days after the date of issuance of written Notice to Proceed, and that Substantial Completion shall be achieved not later than 150 calendar days after issuance of the Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. All work including final clean-up and “punch-list” items must be completed by August 30, 2025.
  - B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of   \*  
Twelve Hundred   (\$1,200 ) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.
  - C. Prices quoted include all labor, materials, removal, overhead, profit, insurance, (excluding applicable taxes) to cover the finished work of the several kinds called for. Changes in the Work shall be processed in accordance with the Contract Documents.
  - D. It is understood that the Owner reserves the right to reject any or all Proposals and to waive any technical irregularities in the bidding.
5. The terms used in this Proposal and the Bidding and Contract Documents and which are defined in the Conditions of the Construction Contract (General, Supplementary, and other Conditions) that are included as part of the Bidding Documents, have the meanings assigned to them in those documents.

6. If the Bidder is:

( ) A. An INDIVIDUAL:

By \_\_\_\_\_  
(Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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( ) B. A PARTNERSHIP:

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner signature)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

( ) C. A CORPORATION:

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

If a New Mexico Corporation: \_\_\_\_\_

\_\_\_\_\_  
NM Certificate of Incorporation No.

If a Foreign Corporation: \_\_\_\_\_  
\_\_\_\_\_  
NM Certificate of Authority No

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

( ) D. A JOINT VENTURE:

BY \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Telephone: \_\_\_\_\_  
\_\_\_\_\_

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

Bidder must fill in the following (If none, write none.)

NM Contractor's License No: \_\_\_\_\_

Classification: \_\_\_\_\_

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**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety, are

hereby held and firmly bound unto \_\_\_\_\_  
as Owner in the penal sum of \$ \_\_\_\_\_ for which, well and truly to be made, we hereby jointly and severally  
bind ourselves, our heirs, executives, administrators, successors and assigns.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid,  
attached hereto and hereby made a part hereof to enter into a contract in writing,

for (Project) \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto properly completed in accordance with said Bid) and shall furnish a Bond (Bid Security) for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and by these presents signed by their proper officers, the day and year first set forth above.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

(seal)

## Certificate As To Corporate Principal

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_

\_\_\_\_\_ Secretary of the Corporation named as Principal in this bond, that

\_\_\_\_\_ who signed the bond on behalf of the Principal was then

\_\_\_\_\_ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by authority of this governing body.

\_\_\_\_\_

(corporate seal)

Title: \_\_\_\_\_

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## Statement of Bidder's Qualifications

**Part I of this form is required by attributes when the contractor submits their bid online. If necessary, Part II below can be requested by the lowest bidder.**

**PART I** - This section of the statement of bidder's qualifications must be submitted to the Owner with the Bidder's bid documents. Bidder shall submit answers to questions 1 through 8 and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive and not responsible with respect to this statement of qualification at the sole discretion of the Owner.

All questions must be answered. A response of "Not Applicable (N/A)", or the equivalent, is not acceptable. Answers must be typewritten or printed in ink. The data given must be clear and comprehensive. This statement must be notarized. If necessary, questions are to be answered on separate attached sheets and identify the corresponding question number(s) the answers apply to. The Bidder may submit any additional information he desires.

### PART I CERTIFICATION

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

BEING DULY SWORN AND DEPOSED, I HEREBY CERTIFY UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE, TRUE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Notary Seal

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Permanent main office address \_\_\_\_\_

When organized \_\_\_\_\_ If a corporation, where incorporated \_\_\_\_\_

If a corporation, can you obtain a certification of Good Standing and Comparison from the State Corporation Commission? **Yes** <sup>1</sup>  
**No** <sup>1</sup> If No, provide the reason(s) this cannot be provided at this time.

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

Does the submitting bidder now use, or has it in the past five years used, another business name or abbreviation other than the submitting bidder's name listed on this questionnaire? **Yes** <sup>1</sup> **No** <sup>1</sup> If Yes, provide the other business name(s) or abbreviation(s).



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**License**

1. Does your firm hold the appropriate N.M. Contractors License Number for this contract? **Yes** <sup>1</sup> **No** <sup>1</sup> Is the license current and in good standing with the State of New Mexico Construction Industries Division (CID)? **Yes** <sup>1</sup> **No** <sup>1</sup> If yes, provide the following information.

- a. Name of license holder exactly as on file with the State of New Mexico CID: \_\_\_\_\_
- b. License classification(s): \_\_\_\_\_ c. License number: \_\_\_\_\_
- c. Issue date: \_\_\_\_\_ d. Expiration date: \_\_\_\_\_
- d. List Qualified Party(s): \_\_\_\_\_

2. Is your firm's contractor's license **free** of being, or ever having been, suspended or revoked by the CID or by the appropriate licensing agency in any other state? **Yes** <sup>1</sup> **No** <sup>1</sup> If No, list the date and reason(s) for the suspension(s) or revocation(s).

3. Does your firm hold a current N.M. Dept. of Labor Registration Number? **Yes** <sup>1</sup> **No** <sup>1</sup> If Yes, provide this number \_\_\_\_\_

**Construction and Past Contracting Experience** - Complete or provide information related to the following:

4. List the background and experience of the principal members of your organization, including the officers.
5. Identify your firm's current contracts. (Schedule these, showing the anticipated dates of completion.)
6. Summarize the general character of work performed by your company.
7. List the projects recently completed by your company during the past **five** years, stating the approximate cost of each, the month and year commenced and the month and year completed.
8. List your experience in construction work similar to this project.

**PART II - Questions 9 through 31 will only be required to be submitted by the apparent low bidder and only upon specific request by the Owner in writing. Questions in this section requiring further explanation shall be answered on a separate attached sheet and the explanation identifying the corresponding question number. Answers to the questions below marked by the Bidder as confidential will be handled as confidential information only to the extent allowed by law.**

**Claims History**

9. Has your firm, during the past **five** years, been a judgment debtor on any garnishment suits filed by any Supplier or Subcontractor? **Yes** ☐ **No** ☐ If yes the following information must be provided: (a) Identify any suits filed for debt or money due that remains outstanding; (b) Name of Supplier or Subcontractor issuing garnishment; (d) Amount of garnishment; (e) Date garnishment filed; (f) Has garnishment been satisfied or remains open.
10. Has your firm, during the past **five** years, been subject to of any tax levy claim(s) filed by any Federal, State, County or local government entity? **Yes** ☐ **No** ☐ If yes the following information must be provided: (a) Agency filing tax levy claim; (b) Date of claim; (c) Summary of Claim; (d) Status of Claim (e) Amount of Levy.
11. Has your firm, during the past **five** years, been formally debarred from performing public works projects in the State of New Mexico *or* any other jurisdiction? **Yes** ☐ **No** ☐ If yes list the date and reason(s) for the debarment and State issuing the debarment.
12. Has your firm, during the past **five** years, been determined by a court or an administrative agency to have repeatedly or willfully violated laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects in the State of New Mexico or any other jurisdiction? **Yes** ☐ **No** ☐ If yes, the following information must be provided: (a) Violation of law or regulation; (b) Issuing jurisdiction; (c) Date of action.
13. Has your firm, during the past **five** years, ever failed to complete any work awarded to you? **Yes** ☐ **No** ☐ If yes, the following information must be provided: (a) Project Name; (b) Project location; (c) Owner/Corporate name, contact name and phone number.
14. Has your firm, during the past **five** years, ever defaulted on a contract? **Yes** ☐ **No** ☐ If yes, the same information required in above question 13 must be provided.
15. In the past **five** years has your firm been assessed liquidated damages on a contract? **Yes** ☐ **No** ☐ If yes, the following information must be provided: (a) Number of days liquidated damages were assessed; (b) Amount of liquidated damages assessed; (c) Project name; (d) Project location; (e) Owner/Corporate name, contact name and phone number.

**Financial Data:**

16. Credit available: \$ \_\_\_\_\_
17. Give bank reference: \_\_\_\_\_
18. Provide financial statements for the past **three** years that have been independently audited or reviewed by a certified public accountant or accounting firm. Is net profit positive for the previous two years? **Yes** ☐ **No** ☐ Do the financial statements represent Bidder is financially solvent, able to pay debts, and have sufficient working capital to complete the Work? **Yes** ☐ **No** ☐ Bidder may be required to furnish other financial information that may be requested by the Owner.

**Surety**

19. Provide the following information on **all** surety companies utilized during the past **five** years.
20. Surety name: \_\_\_\_\_ Surety telephone number: \_\_\_\_\_
21. Period covered by surety: \_\_\_\_\_
22. Maximum amount of bonding capacity provided by surety: \$ \_\_\_\_\_
23. In the past **five** years has your firm ever defaulted on a contract resulting in take over by a surety for completion? **Yes** ☐ **No** ☐ If yes provide the (a) Project Name; (b) Project location; (c) Owner/Corporate name, contact name and phone number; and (d) the Surety name.

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**Safety**

24. Is your workers' compensation Experience Modification Rate (EMR) less than 1.0 for each of the past **five** years? **Yes** ☐ **No** ☐ If yes, provide verification from your worker's compensation carrier.
25. Does your firm have a written safety program compliant with the Owner's contract requirements? **Yes** ☐ **No** ☐  
If yes, is one copy available upon request in electronic format? **Yes** ☐ **No** ☐
26. In the past **five** years has your firm been issued any safety citations against any major equipment performing work on a jobsite? **Yes** ☐ **No** ☐ If yes, list the date, reason for the citation, and government agency issuing the citation.
27. Provide your firm's New Mexico Department of Transportation number: \_\_\_\_\_

**Key Personnel**

28. Attach a resume for each of the following persons identified. The resume shall identify other similar project(s) over the past **five** years in which this person had a similar role.
29. Does your Project Manager have at least **five** years experience in the construction industry? **Yes** ☐ **No** ☐  
Name: \_\_\_\_\_ Years employed by your firm: \_\_\_\_\_
30. Does the lead Superintendent have at least **five** years experience as a Superintendent in the construction industry? **Yes** ☐ **No** ☐  
Name: \_\_\_\_\_ Years employed by your firm: \_\_\_\_\_
31. Does the designated lead safety program manager have at least **five** years experience in the construction safety profession? **Yes** ☐ **No** ☐  
Name: \_\_\_\_\_ Years employed by your firm: \_\_\_\_\_

**Contractor's Comments**

Use an attached sheet to provide further explanation any of the answers to questions asked in this Qualification Statement. Each explanation or comment must identify the corresponding question number.

**PART II CERTIFICATION**

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

BEING DULY SWORN AND DEPOSED, I HEREBY CERTIFY UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE, TRUE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Notary Seal

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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**Bid Security Review Form**

1. Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (latest edition) by the Audit Staff Bureau of Accounts, United States Treasury Department

( ) Yes ( ) No

2. I, as Owner's Representative, have verified with (Name of Contact) *of* the State Corporation Commission- Insurance Division at 827-4645 that the Surety Company listed on the Bid Bond is authorized to do business in the State of New Mexico in accordance with applicable law. If source of verification is other than the State Corporation Commission, Insurance Division, identify the source document below and publication date.

\_\_\_\_\_  
(Name of Source Document) Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner's Representative) Date: \_\_\_\_\_

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**Agent's Affidavit**

This Form must be used by Surety

STATE OF \_\_\_\_\_

Ss.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says:

That he/she is the duly appointed agent for \_\_\_\_\_  
\_\_\_\_\_ and licensed or authorized to do  
business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection  
with the construction of \_\_\_\_\_ dated  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, executed by \_\_\_\_\_

\_\_\_\_\_ Contractor, as Principal and \_\_\_\_\_  
as Surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by  
him/her/it that the premium on the same has been or will be collected by him/her/it, and that the full commission  
thereon has been or will be retained by him/her/it.

\_\_\_\_\_ Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Agent's Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Power of Attorney for person signing for surety company must be attached to bond

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**List of Subcontractors**

1. To be fully executed and included with Bid as a condition of the Bid (§13-4-31 through §13-4-42 NMSA 1978).
2. See paragraph 4.5- Subcontractors, in the Instructions to Bidders, for rules regarding changes in this list after bidding.
3. The listing threshold is \$10,000.00 or one half of one percent of the Engineers estimate, whichever is greater.

<u>Nature of Work</u>	<u>Sub-contractor Name</u>	<u>Location of Business</u>
-----------------------	----------------------------	-----------------------------

ITB # 2024-001  
City of Bloomfield, NM  
East Blanco Bridge Construction Phase II  
**Acceptance of Bid and Award**

The Bidder certifies that **IF** the award is made, as a Contractor they will operate in accordance with all applicable state and federal regulations. The Bidder certifies that all forms, terms and conditions, and ALL delivery requirements within this ITB can be fulfilled. Awarded bid, shall be considered a part of the contract as if incorporated therein. This initial term of this Agreement shall be in effect as of the date stated in the office Notice of Award and remain in effect for a period of one year. The term may not be renewed for additional periods; no contract extension exists unless and until Contractor is so notified by the City of Bloomfield, New Mexico.

Signature also certifies understanding and compliance with the certification requirements as included in the ITB.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contract Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**ACCEPTANCE OF BID AND CONTRACT AWARD (TO BE COMPLETED ONLY BY THE  
CITY OF BLOOMFIELD, NEW MEXICO)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

This Agreement shall be in effect until \_\_\_\_\_ and may be renewed by mutual agreement for additional terms; however, no contract extension exists unless and until Contractor is so notified by the City of Bloomfield.

\_\_\_\_\_  
The City of Bloomfield Authorized Signature

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## **Affidavit Of Non-Collusion**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid, being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Contractors, or with any official of the City of Bloomfield, or any employee thereof, or any person, firm or corporation under contract with the City of Bloomfield, whereby the Contractor, in order to induce the acceptance of the foregoing bid by the City, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not, directly or indirectly, entered into any arrangement or agreement with any other Contractor or Contractors which tends to or does lessen or destroy free competition in the letting of this contract.

This is to certify that the Contractor, or any person on its behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the responding or award of the referenced contract.

This is to certify that neither I, nor to the best of my knowledge, information and belief, the Bidder, nor any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, the City of Bloomfield, or any subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

This is to certify that the Bidder or any person on its behalf has examined and understands the terms, conditions, materials and specifications and other documents of this solicitation.

This is to certify that, if awarded a contract, the Contractor will provide the materials, commodities, and/or services to the City of Bloomfield, its members, and participating entities, in accordance with the terms, conditions, materials, specifications and other documents of this solicitation along with provisions as set forth and accepted pursuant the submitted bid.

\_\_\_\_\_  
Authorized Representative (Please print or type)

\_\_\_\_\_  
Position (Please print or type)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
By: Signature of Authorized Representative

\_\_\_\_\_  
Email Address



ITB # 2024-001  
City of Bloomfield, NM  
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**Debarment/Suspension Certification Form**

DEBARMENT/SUSPENSION STATUS

The Bidder certifies that it is not suspended, debarred or ineligible from entering into contracts with the State or Federal Government, or in receipt of a notice or proposed debarment from any public entity. The Bidder agrees to provide immediate notice to the City of Bloomfield in the event of being suspended, debarred, or declared ineligible by any State or federal agency or public entity, or upon receipt of a notice of proposed debarment that is received after the submission of the ITB or bid but prior to the award or placement of any order under this contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above 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 Bidder named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Name(Typed or Printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

ITB # 2024-001  
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**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Contract No. ITB 2024-001  
NMDOT Project No's: F100300, L500469, LP50015, C5213038

Distribute to:

( X ) Owner

(X) Contractor

(X) Contracting Officer

(X) Attorney

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the  
**OWNER: City of Bloomfield** and the  
**CONTRACTOR:**

for the following:

East Blanco Bridge Construction Phase II

Project Number: ITB 2024-001

NMDOT Project No's: F100300, L500469, LP50015, C5213038

Contracting Officer Representative: City Engineer

Contracting Officer: Mayor

ITB # 2024-001  
City of Bloomfield, NM  
East Blanco Bridge Construction Phase II  
**RECITALS**

WHEREAS, City of Bloomfield

has funded the above-referenced Project pursuant to  
; and

**WHEREAS**, the Owner, through its City Councilors upon approval of the governing body, is authorized to enter into a construction contract for the Project pursuant to § 13-1-100 NMSA 1978; and

**WHEREAS**, the Owner has let this contract according to the established federal, state and local purchasing procedures for contracts of the type and amount let; and

**WHEREAS**, construction of this Project was approved by the governing body at its meeting of

\_\_\_\_\_ ; \_\_\_\_\_

The OWNER and the CONTRACTOR agree as, set forth below:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in this contract document in the GENERAL TABLE OF CONTENTS.

**ARTICLE 2**  
**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for

**Construction of East Blanco Bridge and associated work as described in the Schedule of bid items.**

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than November 27, 2024, except as hereafter extended by a valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Twelve Hundred Dollars (\$1,200.00) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

**ARTICLE 4**  
**CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract Sum is determined as follows: **Total Amount Listed in Schedule Of Bid Items**

**ARTICLE 5**  
**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Construction Manager by the Contractor and Certificates for Payment issued by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor for the period ending the 25th day of the month as stipulated in Article 14, Paragraph 14.02 of the General Conditions.

Payments due and unpaid under the Contract Documents shall not bear interest for late payments.

Owner will retain a maximum ten (10) percent of the amount of the payment until twenty-five (25) percent of the Work is complete. After twenty-five (25) percent of the Work is complete, if the Construction Manager finds that satisfactory progress is achieved in a payment period, the Owner may authorize payment in full for that period. However, if satisfactory progress has not been made, the Owner may retain a maximum of ten (10) percent of the amount of payment until satisfactory progress is achieved. When the Work is substantially complete, the Owner may retain from previously withheld funds and future progress payments that amount the Construction

manager considers adequate for protection of the Owner and shall release to the Contractor all remaining withheld funds.

**ARTICLE 6**  
**FINAL PAYMENT**

Unless good cause exists, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification to the Owner by the Construction Manager that all deficiencies to the Contract Documents that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and final Certificate for Payment has been issued by the Construction Manager. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or other approved form) and Consent of Surety.

**ARTICLE 7**  
**GENERAL AND SPECIAL PROVISIONS**

7.1 Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in all events not later than the relevant Date of Substantial Completion of Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until: (1) approved by the governing body of the Owner; and (2) signed by all parties required to sign this Agreement and reviewed by the City of Bloomfield.

7.6 The Contractor and his agents, representatives and employees are independent Contractors and are not employees or agents of the Owner. The Contractor and his agents, representatives and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees, representatives or agents of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers, directors, representatives, agents, and employees, from all liabilities and

East Blanco Bridge Construction Phase II

obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liabilities, and expenses, including but not limited to attorney's fees and costs of litigation that the Contractor may have or incur.

7.8 The Contractor agrees not to purport to bind the Owner to any obligations or liabilities not expressly assumed herein by the Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and in the instance of notice of termination of work also by certified mail, return receipt requested and addressed as shown on the cover page of this Agreement.

7.9.1 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as herein provided.

7.10 Gender, Singular/Plural Words of any gender used in this Contract Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.

7.11 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.12 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original

7.13 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with this Agreement's conditions and terms.

7.14 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.15 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms thereof. Further, the waiver by any party of a breach by the other party or of any term, covenant, or

East Blanco Bridge Construction Phase II

condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.16 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed modified or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their employees, representatives, or agents shall be valid or enforceable unless embodied in this written Agreement.

7.17 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.1 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.19 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.20 Pursuant to §13-1-191 NMSA1978, reference is hereby made to the Criminal laws of New Mexico (including §30-24-1, §30-24-2, and §30-41-1 through 3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (§ 13-1-28 through § 13-1-199 ,NMSA 1978) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article I of this Agreement and are further enumerated in this contract document in the GENERAL TABLE OF CONTENTS, except for Modifications issued after execution of this Agreement.

This Agreement is entered into as of the day and year first written above.

**CONTRACTOR:** By: \_\_\_\_\_ Date: \_\_\_\_\_

(seal) Title: \_\_\_\_\_

**Attest:** By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:** By: \_\_\_\_\_ Date: \_\_\_\_\_

(seal) Title: \_\_\_\_\_

**Attest:** By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**As to legal sufficiency:**

Legal Counsel By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**As to budgetary sufficiency:**

Finance Director By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:** By: \_\_\_\_\_ Date: \_\_\_\_\_

(seal) Title: \_\_\_\_\_ City Clerk



City of Bloomfield  
**ITB # 2024 - 001 East Blanco Bridge Construction Phase II**  
NMDOT Project No's: F100300, L500469, LP50015, C5213038  
Bid Cost

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
201000	CLEARING AND GRUBBING	LS	LS		\$ -
203000	UNCLASSIFIED EXCAVATION	C.Y.	4000		\$ -
203100	BORROW	C.Y.	1300		\$ -
207000	SUBGRADE PREPARATION	S.Y.	2040		\$ -
303000	BASE COURSE	TON	900		\$ -
407000	ASPHALT MATERIAL FOR TACK COAT	TON	1		\$ -
408100	PRIME COAT MATERIAL	TON	3		\$ -
416104	MINOR PAVING TYPE I, HMA SP-IV	TON	1080		\$ -
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	18		\$ -
511803	CONCRETE BOX CULVERT, WINGWALLS, AND APRON	LS	LS		\$ -
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS		\$ -
601110	REMOVAL OF SURFACING	S.Y.	510		\$ -
602040	RIPRAP CLASS E	C.Y.	20		\$ -
602111	REVTMENT MATRESSES	C.Y.	375		\$ -
603200	SILT FENCE	L.F.	900		\$ -
603262	COMPOSTED MULCH SOCKS	L.F.	1100		\$ -
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	LS		\$ -
607004	BARBED WIRE FENCE 4'	L.F.	1380		\$ -
607079	PEDESTRIAN/BICYCLE RAILING	L.F.	400		\$ -
607316	STANDARD GATE, 16'	EACH	1		\$ -
608004	CONCRETE SIDEWALK 4"	S.Y.	230		\$ -
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	400		\$ -
618000	TRAFFIC CONTROL MANAGEMENT	LS	LS		\$ -
618011	PUBLIC AWARENESS	LS	LS		\$ -
621000	MOBILIZATION	LS	LS		\$ -
632000	CLASS A SEEDING	ACRE	2		\$ -
663049	PRECONSTRUCTION UTILITY SURVEY	LS	LS		\$ -
701030	REMOVE AND RESET PANEL SIGN	EACH	1		\$ -
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	LS		\$ -
704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	2400		\$ -
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	LS		\$ -
802000	POST CONSTRUCTION PLANS	LS	LS		\$ -
901000	CONTRACTOR PROCESS QUALITY CONTROL	LS	LS		\$ -
950062	6" FLAP VALVE	EACH	1		\$ -
950090	6" PVC SCHEDULE 40 PIPE	L.F.	20		\$ -
950110	UTILITY CHASE	LS	LS		\$ -

Sub Total

8.1250% Tax

Total

\$ -
\$ -
\$ -