



City of Elephant Butte
 103 Water Street
 Elephant Butte, NM 87935
 Phone: (575) 744-4892 Fax: (575) 744-4493

NOTICE FOR BIDS

<i>TITLE</i>	<i>BID#</i>	<i>CLOSING</i>
Monthly Maintenance of Various Dirt City Streets	15-16-0100	July 23, 2015 @ 2:00 p.m.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>
1	MONTHLY MAINTENANCE OF VARIOUS DIRT CITY STREETS	\$ _____ Per Month
2	BASE COURSE MATERIAL – HAUL, INSTALL AND PLACED AS NEEDED Estimated 900 tons per year	\$ _____ Per Ton

All questions concerning this bid must be emailed to Jesse Cole, Public Works Director Wastewater@cityofelephantbutte.com OR faxed to (575) 744-4493. See Bids and Quotes Conditions.

Receipt of Addenda Nos. _____ is hereby acknowledged. (Where none received, place the figure (0) “zero” in this space.)

Offeror guarantees prices for 60 calendar days.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

In compliance with the Specifications and the Bid and Quote Conditions, I, the undersigned, offer and agree to furnish any or all products upon which prices are offered at the price set opposite each item, to the City of Elephant Butte within the time specified.

COMPANY NAME & ADDRESS

_____	Typed or Printed Name of Authorized Representative & Title:
_____	_____
_____	_____
	Signature _____ Date _____

NM CRS #: _____.

Contractor's License(s) #: _____

Fed I.D.: _____

City of Elephant Butte Business Registration Number: _____

Telephone Number: _____ **Fax Number:** _____

E-mail address: _____

Signature acknowledges they have read the terms of the bid and acknowledges they have the authority to submit bid on behalf of the offeror.

****CONTRACTOR IS REQUIRED TO SUBMIT PAGE 1 AND 2 AS THEIR BID. BIDS MUST BE IN A SEALED ENVELOPE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE WITH: "MONTHLY MAINTENANCE BID"; WITH THE NAME OF THE OFFEROR AND ADDRESS. THE CITY WILL RECEIVE BIDS UP TO THE DATE AND TIME DETAILED IN THE BID SCHEDULE. ANY BIDS RECEIVED AFTER THAT TIME WILL BE RETURNED UNOPENED TO THE OFFEROR.**

CITY OF ELEPHANT BUTTE - BID #15-16-0100

MONTHLY MAINTENANCE FOR VARIOUS DIRT CITY STREETS

I. SCOPE OF WORK

The City of Elephant Butte (City) contracts all of its' street and road maintenance for all unpaved City streets. The City is seeking contractors to submit bid prices for the work detailed herein. The Contractor will act as the City Street Department and will be responsible for the upkeep and maintenance of said streets within the contract term.

The City has approximately 11.7 miles of dirt roads requiring monthly grading with drainage maintenance such as cleaning and grading bar ditches and roadside swales, as needed. These dirt streets are constantly being prioritized for paving or chip seal projects and during the life of this contract the amount of dirt road work may decrease.

Monthly grading with drainage maintenance is defined as but not limited to: the use of mechanical means to grade, blade, smooth, reshape, contour, fill in holes, remove wash boarding, spread existing base course, repair subgrade, repair washes, or otherwise keep the roadway in good, passable working order. For purpose of the bid and grading maintenance definition: water will be required to accomplish the monthly grading maintenance.

The Contractor will be asked to provide new base course material and placement of base course material on streets that are washed or the gravel surfacing is worn thin or other street related maintenance.

II. GENERAL PROVISIONS:

1. Contractor shall provide all temporary traffic controls during operations in accordance with the Manual of Uniform Traffic Control Devices (MUTCD latest edition).
2. The City of Elephant Butte will issue award to a single source.
3. Price quoted for the maintenance includes all labor, equipment, fuels, transport, water, fees, traffic control and miscellaneous expenses.
4. Price quoted for the new base course material and placement of new material will include the material, the labor, equipment, fuel, water, fees, traffic control and miscellaneous expenses.
5. The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the City.
6. The award of this procurement and/or the amount of materials to be provided is contingent upon funding availability.
7. The Contractor shall provide all equipment required to fulfill the requirements of the contract.

Water must be applied to accomplish these grading maintenance activities. Water will be considered required on these dirt streets as needed and should be reflected in the total cost per month. **As needed is defined as the quantity of water placed on any dirt street. Some streets may require one pass with the blading operation, and some streets may require multiple passes with the water in order to accomplish the proper maintenance required. If large rainstorms have the roadway saturated and ample moisture to properly maintain, then no water would be required. The City will NOT provide the water.**

8. **BASE COURSE** - Dirt roadways from time to time need additional base course added to thicken the depth of the roadway section, or to patch and fill potholes and wash outs. Base Course supplied will be required to have a standard adequate of meeting the need for the city (does not have to meet NMDOT specifications). The contractor will be required to submit a proposed base course specification for approval prior to placement. The City may deny or accept the specification submitted. The material should have a moisture content adequate to get proper compaction. The cost of base course material, haul to the site, placement and grading of base course, water, and mechanical compaction must be included into the cost of the material as bid. Haul tickets will be required to be submitted with the monthly billing for confirmation.
9. The bid prices are guaranteed for 60 days. The City has 60 days to review all bids, review qualifications, recommend awarding the bid, and executing a contract. During this time the contractor cannot change his bid price for 60 days. If the entire above listed are completed within 60 days, the contract will be awarded for the bid price. If the review, award and contract execution does not take place within 60 days of the bid opening, the City will re-bid.

III. PERMITTING, MEASUREMENT, ACCEPTANCE AND PAYMENT:

Permitting: All applicable permits as required by State and Federal agencies/codes shall be obtained by the contractor.

Measurement: The Contractor shall familiarize themselves with the scope of work and the streets to be maintained. The Contractor will be responsible for verifying the total length and widths of the streets to assure a proper bid is submitted. The City has supplied a rough estimate of the lengths of roads, but has not given widths. All bids submitted are final and the bidder acknowledges that lengths and widths of the streets were verified as part of their submitted bid.

Acceptance Inspection: All maintenance included with this bid will be subject to acceptance inspection by the city. Any streets maintained on the monthly schedule which do not pass acceptance will be re-worked at the contractor's expense. All additional material added will be inspected and must be approved prior to payment.

Payment: Contractor shall remit monthly invoices for payment upon completion of the monthly maintenance. Supporting documentation for all invoice quantities of extra material added shall be provided with each invoice. Within five (5) days of invoice submittal, the City will determine if the streets pass acceptance. If acceptable the city will process payments within 15 days of acceptance. If unacceptable, payment requests may be withheld until corrections are made.

IV. INSURANCE REQUIRMENTS:

Contactor shall obtain and maintain insurance at its own cost and expense to protect itself from claims under **WORKER'S COMPENSATION** Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of

the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable. Contractor shall effect and maintain insurance at its own cost and expense during the life of this agreement, and shall require subcontractors, if any, also to maintain insurance during the life of the subcontract, **COMMERCIAL GENERAL LIABILITY** Insurance in amounts not less than \$1,000,000.00. **City of Elephant Butte shall be named as additional insured** on contractor commercial general liability insurance in an amount of \$1,000,000.00. This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. **A copy of endorsement for this coverage must be attached or** a copy of the request for endorsement should be submitted with an estimated delivery date.

Contractor shall furnish City of Elephant Butte, with a certificate(s) of insurance showing the vendor and subcontractors, if any, have complied with this Article. **The contractor shall provide insurance certificates before work is to start on** the project and should provide City of Elephant Butte thirty (30) days written notification of cancellation of such policies.

AUTO LIABILITY must include the following: \$1 million - Each Accident

- a. Covers all owned, leased, hired and non-owned autos or "any auto"
- b. City of Elephant Butte must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. **A copy of endorsement for this coverage must be attached or** a copy of the request for endorsement should be submitted with an estimated delivery date to City of Elephant Butte.

V. INDEMNITY AND LIMITATION

Contractor shall indemnify, defend, and hold harmless City of Elephant Butte and its agents from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of contractor, its officers, employees, agents, or representatives in the performance of this contract.

VI. DISPUTE RESOLUTION

Any dispute arising out of a contract resulting from this request for bid shall be resolved under the laws of the State of New Mexico. Any appeal of an administrative order and any original action to enforce any provision of a contract resulting from this contract may be brought only in the Seventh Judicial District.

VII. COMPLIANCE

In the performance of a contract that results from this request for bid, the contractor must comply with all applicable Federal, State, and other local regulation, codes and laws and be responsible for all required insurance, licenses, permits, and bonds.

VIII. ESCALATION CLAUSE

There shall be no allowance for price increases within the contract period. The contract will have an annual "CPI" increase or decrease at the anniversary date. CPI will be determined on a 12-month annual basis as determined by the US Department of Labor.

IX. CONTRACT TERM

The City will award the bid to the responsible offeror with the lowest monthly cost to the city. The term responsible will be determined after an evaluation of the contractors bid and adherence and compliance with the bid specifications, references on related contracts, verification of the contractors licensing, evaluation that the contractor has the staff and equipment needed to fulfill the obligations of the contract, the Elephant Butte business license, and the insurance requirements established in this bid. The successful responsible contractor will be awarded a one year contract. Upon satisfactory evaluation at the anniversary of the contract, the City may extend the contract for up to one (1) additional year.

The City or contractor has the right to terminate the contract at any time with a sixty (60) day notification to the other party. Any contractor concerns must be promptly brought to the attention of the City Manager.

X. SUBCONTRACTORS

Use of subcontractors and outside vendors will be allowed. Subcontractors and vendors must comply with all the requirements of the contract, including insurance requirements. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. **The contractor must familiarize themselves with the NM State Law regarding contractors and subcontractors; keeping in mind this is a maintenance contract and does not necessarily meet the requirements of a public works project.**

XI. GOVERNING LAW

This procurement and any agreement with contractor that may result shall be governed by the laws of the State of New Mexico.

- a. The Procurement Code, §13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks. **must comply with all laws of the State of NM. This includes all EPA standards, all utility one-call provisions, all MUTCD standards, all requirements of any law relating to road maintenance.**

XIII. DIRT STREET INVENTORY FOR REQUIRED MAINTENANCE

Street Name	Surface	Distance
Alhambra (E of Country Club)	unpaved	0.1
Black Range	partially unpaved	0.3
Blue Jay	unpaved	0.1
Brazos	unpaved	0.2
Caballo	partially unpaved	0.1
Calle del Contenido	unpaved	0.1
Calle del Monte	unpaved	0.1
Camelback Circle	unpaved	0.1
Camino Cinco	unpaved	0.1
Canadian Circle	unpaved	0.1
Carousel Pl	unpaved	0.2
Chama Drive	unpaved	0.1
Cimarron	unpaved	0.3
Cristobal	unpaved	0.2
Dove Ave	unpaved	0.2
Dove Ct	unpaved	0.1
Elephant Cr	unpaved	0.1
Erie Court	unpaved	0.1
Erie, (So. of Beach)	unpaved	0.2
Espina	unpaved	0.8
Fiesta Pl	unpaved	0.1
Hawthorne	unpaved	0.1
Hallmark Ct	unpaved	0.1
Hermosa	unpaved	0.2
Idaho Court	unpaved	0.1
Idaho Place	unpaved	0.2
Jade Loop	unpaved	0.2
Kiowa Loop	unpaved	0.2
Knox	unpaved	0.1
Lancer	unpaved	0.1
Lincoln Place	unpaved	0.1
Lincoln Street	unpaved	0.2
Meadowlark	unpaved	0.1
Mescal	unpaved	0.5
Michigan	unpaved	0.5
Mimbres	unpaved	0.2
Montreal Court	unpaved	0.1
Montreal	unpaved	0.2
Nambe Loop	unpaved	0.2
Northern	unpaved	0.5
Olympic Street	unpaved	0.2
Ontario Court	unpaved	0.1
Ontario (So. of Beach)	unpaved	0.3
Otowi	unpaved	0.1
Quail Ct	unpaved	0.1

Street Name	Surface	Distance
Quebec Loop	unpaved	0.2
Roadrunner	unpaved	0.2
Sabina	unpaved	0.1
San Andres	unpaved	0.9
San Mateo	partially unpaved	0.5
Scotts Dale Circle	unpaved	0.2
Stagecoach	unpaved	0.3
Sparrow	unpaved	0.1
Taos Court	unpaved	0.1
Taylor	unpaved	0.1
Travis (E of Country Club)	unpaved	0.2
Vera Cr	unpaved	0.1
Whitworth	unpaved	0.1
Woodsum	unpaved	0.1
Wren	unpaved	0.1
	TOTAL MILES	11.7

ADVERTISEMENT FOR BIDS

Notice is given that the City of Elephant Butte is accepting sealed Bids for:

“Annual Contract for Monthly Maintenance of Dirt City Streets”

Interested parties may pick up a bid packet from the Elephant Butte City Hall located at 103 Water Street, Elephant Butte, NM 87935. Bid packets may also be sent or e-mailed to prospective bidders by contacting the City of Elephant Butte at 575-744-4892 x100.

Sealed bids will be received until 2:00 p.m., Thursday July 23, 2015.

Publish:

Sentinel – July 3, July 10

Herald – July 1, July 15