



**CITY OF
GALLUP**

City of Gallup, New Mexico
Purchasing Division
P.O. Box 1270
Gallup, New Mexico 87305-1270
Office: (505) 863-1232
Fax: (505) 722-5133
gallupnm.gov/purchasing

**INVITATION TO BID
FORMAL BID NO NO. 1706**

**INSTALLATION OF HVAC UNITS AT POLICE BUILDING
451 BOARDMAN DRIVE, GALLUP NM**

ISSUE DATE: April 15, 2017
BID OPENING DATE: May 2, 2017
BID OPENING TIME: 2:00 p.m. Local Time

Notes:

Vendor Name:

Vendor Address:

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

**Quantities may be increased or decreased
within reasonable amounts**

ADVERTISEMENT FOR BIDS

CITY OF GALLUP, NEW MEXICO
FORMAL BID NO. 1706

Public notice is hereby given that the City of Gallup, New Mexico, is accepting sealed bids for the following:

**INSTALLATION OF HVAC UNITS FOR POLICE BUILDING
451 BOARDMAN DRIVE, GALLUP NM**

As more particularly set out in the bid documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301. **Copies of the Bid may also be accessed at www.gallupnm.gov/bids**

Sealed bids for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME) on Tuesday, May 2, 2017**, when they will be opened and read aloud in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked Formal Bid Number 1706. NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS nor bids submitted after the specified date and time will be considered, and will be returned unopened.

For information on this bid, contact Frances Rodriguez, Purchasing Director, at 505-863-1334; Email: frodriguez@gallupnm.gov.

Dated the 13th day of April, 2017

By: /S/ Jackie McKinney, Mayor

CLASSIFIED LEGAL COLUMN:

Gallup Independent Publishing Date: Saturday, April 15, 2017

**ACKNOWLEDGMENT OF RECEIPT OF BID
Formal Bid No. 1706**

INSTALLATION OF HVAC UNITS AT POLICE BUILDING
451 BOARDMAN DRIVE, GALLUP NM

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of Thirty Five (35) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **April 21, 2017**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the City's written responses to those questions as well as Bid Amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Formal Bid.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Formal Bid.

Return this form by fax or email to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1334
(505) 722-5133 Fax
Email: vrodriguez@gallupnm.gov

Please return this form no later than April 21, 2017

GENERAL CONDITIONS
FORMAL BID NO. 1706

SEALED BIDS: ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND SHALL NOT BE OPENED AND CONSIDERED IF THEY ARE NOT RECEIVED BY THE PURCHASING DEPARTMENT PRIOR TO THE TIME SPECIFIED FOR THE BID OPENING. ALL SEALED BIDS MUST BE SUBMITTED ON THE BID DOCUMENT ORIGINALS OF FORMS, OR REASONABLE FACSIMILE, FURNISHED BY THE CITY OF GALLUP. ALL PROPOSALS MUST BE SIGNED BY A RESPONSIBLE AND AUTHORIZED PERSON FOR THE BIDDING FIRM. EACH BIDDER MUST ALSO FILL-IN AREAS FOR DELIVERY DATE, PAYMENT TERMS, AND F.O.B. POINT IF REQUESTED; FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THEIR RESPECTIVE BID. NOTE THAT FAX OR ELECTRONICALLY TRANSMITTED BIDS ARE NOT ACCEPTED ON THE CITY OF GALLUP **FORMAL BIDS.** BIDS SUBMITTED AFTER THE BID OPENING DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. BIDS WILL BE OPENED IN THE PURCHASING DEPARTMENT CONFERENCE ROOM.

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. LOCAL TIME ON **May 2, 2017** AT THE CITY OF GALLUP PURCHASING OFFICE; 110 WEST AZTEC (87301); P.O. BOX 1270; GALLUP, NEW MEXICO 87305.

MAILING: BIDDER TO UTILIZE THE CITY'S SELF-ADDRESSED LABEL ON THEIR RETURN MAILING ENVELOPE OR PACKAGE IF ONE IS FURNISHED. IF SENT BY MAIL OR OVERNIGHT METHOD (FED-EXPRESS, UPS NEXT DAY AIR ETC.), OR HAND DELIVERED PLEASE **Note Bid Number on EXTERIOR OF ENVELOPE.** FAILURE TO DO SO WILL NOT CONSTITUTE A LIABILITY ON THE CITY IF THE BID IS MISPLACED OR LOST.

PUBLIC WORKS: THIS SOLICITATION IS FOR A PUBLIC WORKS PROJECT AND SUBJECT TO THE PUBLIC WORKS STATUTES OF THE STATE OF NEW MEXICO (13-4-1 to 13-4-43 NMSA 1978); CONSTRUCTION INDUSTRIES LICENSING ACT (60-13-1 et seq. NMSA 1978); CID RULES AND REGULATIONS; APPLICABLE FEDERAL, STATE AND LOCAL STATUTES AND LAWS; AND THE CITY OF GALLUP ORDINANCES.

SPECIFICATIONS: SPECIFICATIONS, AS INCLUDED IN THIS BID AND THE PLANS, ARE INTENDED TO INDICATE THE REQUIREMENTS OF THE CITY OF GALLUP (**hereinafter called OWNER**) AND GIVE AN ACCURATE DESCRIPTION OF MINIMUM STANDARDS ACCEPTABLE. ALL ITEMS EQUAL OR EQUIVALENT TO THESE REQUIREMENTS AND STANDARDS WILL BE CONSIDERED, EXCEPT WHERE OTHERWISE NOTED. ALL MATERIALS USED AND INCORPORATED INTO THIS PROJECT SHALL BE NEW UNLESS OTHERWISE AGREED UPON.

BRAND NAMES: UNLESS OTHERWISE INDICATED IN THE PLANS AND SPECIFICATIONS, WHERE A PRODUCT OR BRAND NAME IS INDICATED IN THE PLANS AND/OR SPECIFICATIONS, IT SHALL MEAN MINIMUM ACCEPTABLE LEVEL OR MINIMUM QUALITY REQUIRED. IF THE BIDDER IS OFFERING, AND THE PLANS AND SPECIFICATIONS ALLOW, AN ITEM OTHER THAN THE ONE SPECIFIED THEN THE MANUFACTURER'S NAME AND MODEL NUMBER OF THAT ITEM SHALL BE FURNISHED TO THE CITY AND SUFFICIENT SPECIFICATION AND DESCRIPTIVE DATA PROVIDED TO PERMIT A THOROUGH EVALUATION. FAILURE TO PROVIDE APPROPRIATE INFORMATION WHEN REQUESTED MAY RESULT IN DISQUALIFICATION OF THE OFFER.

SUBMITTALS: EACH BIDDER WILL FURNISH, WHEN REQUESTED, PRINTED LITERATURE AND MANUFACTURERS SPECIFICATION SHEETS THAT FULLY DESCRIBE THE MATERIAL THEY PROPOSE TO FURNISH THE CITY. THE ACCEPTANCE OR REJECTION OF EQUALS OR EQUIVALENTS SHALL BE DETERMINED SOLELY BY THE CITY OF GALLUP OR THEIR REPRESENTATIVE.

COMPETENCY OF BIDDER: BIDS WILL BE CONSIDERED ONLY FROM FIRMS WHO CAN PROVIDE EVIDENCE THAT THEY HAVE ESTABLISHED A SATISFACTORY RECORD OF PERFORMANCE AND INTEGRITY TO INSURE THEY CAN EXECUTE THE REQUIREMENTS AS STATED HEREIN. THE CITY MAY MAKE SUCH INVESTIGATION IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM THE WORK. ANY DETERMINATION AS TO COMPETENCY SHALL BE MADE BY APPROPRIATE CITY STAFF.

ANY PROPOSAL WHICH IS INCOMPLETE, IRREGULAR, OR ACCOMPANIED BY AN INSUFFICIENT OR BOND MAY BE REJECTED. THE CITY OF GALLUP ALSO RESERVES THE RIGHT TO REJECT THE PROPOSAL OF A BIDDER WHO HAS PREVIOUSLY FAILED TO PERFORM PROPERLY, INCLUDING INFERIOR MATERIALS, WORKMANSHIP, OR ATTEMPTS TO USE SUBSTANDARD EQUIPMENT, EXCESSIVE INSPECTION CAUSED TO THE PROJECT TO INSURE GOOD WORKMANSHIP, OR POOR CONSTRUCTION METHODS, OR FAILURE TO COMPLETE ON TIME A CONTRACT OF SIMILAR NATURE, OR THE PROPOSAL OF A BIDDER WHO IS NOT IN A POSITION TO PERFORM THE WORK GOVERNED BY THE CONTRACT.

WARRANTY: ALL LABOR AND WORK DONE BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF **ONE YEAR FROM DATE OF FINAL ACCEPTANCE**

BUSINESS LICENSE: BIDDER'S ARE ADVISED THAT THEY MUST HAVE OR OBTAIN A CURRENT CITY OF GALLUP BUSINESS LICENSE FOR THE TYPE OF MATERIAL OR SERVICES REQUIRED UNDER THIS CONTRACT BEFORE WORK COMMENCES OR A PURCHASE ORDER ISSUED.

F.O.B. POINT: ALL MATERIAL AND WORK SHALL BE QUOTED F.O.B. GALLUP, FREIGHT PREPAID.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: VENDOR WILL SUPPLY THE CITY WITH INVOICE FOR PAYMENT. NO PAYMENT MADE UNDER THIS CONTRACT SHALL BE CONCLUSIVE EVIDENCE OF THE PERFORMANCE OF THIS CONTRACT, EITHER WHOLLY OR IN PART, AND THAT NO PAYMENT MADE FOR THE DELIVERY OF THE ITEMS IN WHOLE OR IN PART SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS, NOR RELIEVE THE BIDDER FROM CORRECTIONS OF THE DEFECTS. THE FINAL ACCEPTANCE SHALL NOT BE BINDING UPON THE CITY, NOR CONCLUSIVE, SHOULD IT SUBSEQUENTLY DEVELOP THE BIDDER HAS FURNISHED INFERIOR ITEMS OR HAD DEPARTED FROM THE SPECIFICATIONS AND/OR THE TERMS OF THE CONTRACT. SHOULD SUCH CONDITIONS BECOME EVIDENT, THE CITY SHALL HAVE THE RIGHT, NOTWITHSTANDING FINAL ACCEPTANCE AND PAYMENT, TO CAUSE THE ITEM(S) TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS (AND DRAWINGS, IF ANY) AT THE COST AND EXPENSE OF THE BIDDER.

PRICE TERMS: BIDDER AGREES THAT THE PRICES BID SHALL REMAIN IN EFFECT FOR **45** DAYS FROM THE DATE OF THE BID OPENING AND SUBJECT TO ACCEPTANCE BY THE CITY OF GALLUP WITHIN THAT PERIOD. TIME FOR ACCEPTANCE MAY BE EXTENDED WITH THE MUTUAL CONCURRENCE OF THE CONTRACTOR.

VISIT SITE OF WORK: ALL BIDDERS ARE ENCOURAGED TO VISIT THE SITE OF THE WORK AND TO FAMILIARIZE THEMSELVES WITH THE DIFFICULTIES INVOLVED; FAILURE TO DO SO IS ENTIRELY AT THE RISK OF THE CONTRACTOR AND WILL NOT BE RECOGNIZED AS A BASIS OR CLAIM FOR EXTRA COMPENSATION. **A SITE VISIT MAY BE SCHEDULED; PLEASE CONTACT FRANCES RODRIGUEZ (505) 863-1334 OR EMAIL: frdriguez@gallupnm.gov**

COMMENCEMENT AND COMPLETION: THE CONTRACTOR SHALL FULLY COMPLETE THE PROJECT WITHIN **THIRTY (30)** DAYS AFTER NOTICE TO PROCEED.

INSPECTION: THE ENGINEER, ARCHITECT (IF APPLICABLE) OR ANY DULY AUTHORIZED INSPECTORS SHALL AT ALL TIMES HAVE THE RIGHT TO INSPECT AND APPROVE THE WORK AND MATERIALS.

CODE COMPLIANCE: COMPLETE INSTALLATION MUST MEET FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS.

PERMITS AND LICENSES: CONTRACTOR SHALL BE LICENSED IN NEW MEXICO FOR THE WORK REQUIRED. BIDDERS ARE NOTIFIED THAT A CITY OF GALLUP BUSINESS LICENSE IS REQUIRED. ALL OTHER PERMITS OR LICENSES REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

GOVERNING LAW: THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO AS THEY PERTAIN TO AGREEMENTS EXECUTED AND FULLY TO BE

PERFORMED WITH NEW MEXICO, OR FEDERAL LAW WHERE APPLICABLE, BUT IN EITHER CASE EXCLUDING THAT BODY OF LAW RELATING TO CHOICE OF LAW.

INSURANCE: BIDDER SHALL PROVIDE A CERTIFICATE OF INSURANCE IN COMPLIANCE WITH THE TERMS OF THIS BID AND THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION RULES AND REGULATIONS, INCLUDING WORKMEN'S COMPENSATION IF REQUIRED BY LAW. CERTIFICATE SHALL BE FURNISHED UPON REQUEST OF THE CITY OF GALLUP.

SUBCONTRACTORS: THE LISTING THRESHOLD FOR SUBCONTRACTORS FOR THIS PROJECT IS **\$5,000** AND SHALL BE SUBMITTED IN COMPLIANCE WITH 13-4-32 THRU 13-4-43 NMSA 1978. THERE SHALL BE ONLY ONE SUBCONTRACTOR LISTED FOR EACH CLASSIFICATION. IF SUBCONTRACTORS CHANGE ACCORDING TO BID OPTIONS/ADDITIVE ALTERNATES ACCEPTED THEN LIST THE SUBCONTRACTORS AND THE BID LOTS WHERE THEY ARE TO BE USED.

THE OWNER RESERVES THE RIGHT TO DISQUALIFY SUBCONTRACTORS AND SUPPLIERS IN ACCORDANCE WITH THE CONDITIONS OF THE BID AND CONTRACT. THE CONTRACTOR AGREES THAT HE IS FULLY RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS SUBCONTRACTORS AND OR PERSONS EITHER DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, AS HE IS FOR THE ACTS AND OMISSIONS OF PERSONS DIRECTLY EMPLOYED BY HIM. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE ANY CONTRACTUAL RELATION BETWEEN ANY SUBCONTRACTOR AND THE OWNER.

THE BIDDER MAY BE REQUIRED TO ESTABLISH THE RELIABILITY AND RESPONSIBILITY OF THE PROPOSED SUBCONTRACTORS OR OF ANY MANUFACTURER TO FURNISH AND PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLETION SCHEDULE, AND MAY ALSO BE REQUIRED TO REQUIRE PERFORMANCE AND PAYMENT BONDS OF SOME OR ALL SUBCONTRACTORS IN CONFORMANCE WITH SEC. 13-4-37 NMSA 1978.

WAGES: IF APPLICABLE, WAGES WILL BE PAID IN ACCORDANCE WITH THE STATE OF NEW MEXICO PUBLIC WORKS STATUTES REGARDING WAGE RATES. CONTRACTOR AND ALL TIERS OF SUBCONTRACTORS WILL SUBMIT CERTIFIED WEEKLY PAYROLLS TO THE CITY OF GALLUP (BI-WEEKLY) TO FRANCES RODRIGUEZ AT frodriguez@gallupnm.gov, AND THE FACILITIES MANAGER IF REQUESTED.

DEPARTMENT OF LABOR REGISTRATION: BIDDERS ARE ADVISED THAT ALL CONTRACTORS (INCLUDING SUBCONTRACTORS) BIDDING MORE THAN \$60,000 ON A PUBLIC WORKS CONTRACT MUST BE REGISTERED WITH THE LABOR & INDUSTRIAL DIVISION OF THE STATE OF NEW MEXICO PRIOR TO SUBMITTING A BID IN COMPLIANCE WITH 13-4-13.1 NMSA 1978. A LABOR ENFORCEMENT FUND FORM IS AVAILABLE AT [HTTP://WWW.DWS.STATE.NM.US/NEW/LABOR_RELATIONS/PUBLICWORKS.HTML](http://www.dws.state.nm.us/new/labor_relations/publicworks.html)

NON-DISCRIMINATION: THE CITY OF GALLUP DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN THE EMPLOYMENT OR THE PROVISION OF SERVICES. CONTRACTORS SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES REGARDING EMPLOYMENT PRACTICES AND A.D.A. REQUIREMENTS.

BID SECURITY: SHALL BE SUBMITTED WITH THE BID AND MADE PAYABLE TO THE OWNER IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID SUM. SECURITY SHALL BE BY CASH, CERTIFIED OR CASHIERS CHECK, OR A BID BOND PREPARED ON A FORM ACCEPTABLE TO THE OWNER, ISSUED BY A SURETY LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED. THE OWNER WILL RETAIN THESE SECURITIES UNTIL A CONTRACT HAS BEEN ENTERED INTO.

SHOULD THE LOW BIDDER REFUSE TO ENTER INTO A CONTRACT, THE OWNER WILL RETAIN HIS SECURITY AS LIQUIDATED DAMAGES, NOT AS A PENALTY. IF THE LOWEST BIDDER FAILS TO ENTER INTO A CONTRACT, THEN THE NEXT LOWEST BIDDER WILL BE CONSIDERED AS THE LOWEST BIDDER.

TAXES: THE PROPOSAL TOTAL SHALL EXCLUDE ALL APPLICABLE TAXES. THE CITY WILL PAY ANY TAXES DUE ON THE CONTRACT BASED UPON BILLING SUBMITTED BY THE CONTRACTOR, AT THE

APPLICABLE TAX RATE. TAXES SHALL BE SHOWN AS A SEPARATE AMOUNT ON ANY BILLING OR REQUEST FOR PAYMENT.

PERFORMANCE AND PAYMENT BOND: THE SUCCESSFUL BIDDER SHALL EXECUTE A PERFORMANCE BOND AND PAYMENT BOND, EACH IN THE SUM OF 100% OF THE TOTAL BID PRICE WITH A CORPORATE SURETY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO AND SAID SURETY TO BE APPROVED IN FEDERAL CIRCULAR 570 AS PUBLISHED BY THE U.S. TREASURY DEPARTMENT WITHIN **TEN (10)** DAYS OF RECEIPT OF NOTICE OF AWARD.

FORMS COMPLETION: ALL FORMS SUBMITTED MUST BE TYPEWRITTEN OR WRITTEN IN INK. ANY ALTERATIONS TO THE BID AMOUNTS BY ERASURES OR BY INTERLINEATIONS SHALL BE INITIALED BY THE SIGNER OF THE BID FORM.

UNIT PRICES: TYPOGRAPHICAL ERRORS, ERRORS IN EXTENDING UNIT PRICES, ARITHMETIC ERRORS OR ERRORS CLEARLY EVIDENT ON THE FACE OF THE BID DOCUMENT MAY BE CORRECTED IN ACCORDANCE WITH THE PROCUREMENT ORDINANCE AND PROCUREMENT REGULATIONS. DISCREPANCIES INVOLVING THE INCORRECT EXTENSION OF UNIT PRICES SHALL BE RESOLVED IN FAVOR OF UNIT PRICES AS UNIT PRICES CANNOT BE CORRECTED.

INFORMATION: IF CLARIFICATION IS NEEDED ON ANY PART OF THE GENERAL CONDITIONS, CONTACT FRANCES RODRIGUEZ; PURCHASING DIRECTOR; P.O. BOX 1270; GALLUP, NM 87305; 505-863-1334 OR 505-722-5133 (FAX); frodriquez@gallupnm.gov (EMAIL). **QUESTIONS SUBMITTED AFTER APRIL 21, 2017 MAY NOT BE ADDRESSED.**

PREFERENCES: THE STATE OF NEW MEXICO STATUTES SHALL APPLY. NEW MEXICO GRANTS A PREFERENCE TO THOSE CONTRACTORS WHO HAVE BEEN CERTIFIED BY THE STATE OF NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE AS A RESIDENT CONTRACTOR OR A RESIDENT VETERANS CONTRACTOR AT THE TIME BIDS ARE OPENED, PURSUANT TO 13-1-22 & 13-4-2 (NMSA 1978). THE NEW MEXICO RESIDENT CONTRACTOR'S PREFERENCE OR RESIDENT VETERANS CONTRACTOR SHALL BE THE ONLY PREFERENCE THAT APPLIES. **CONTRACTORS MUST SUBMIT A COPY OF THEIR NEW MEXICO RESIDENT CONTRACTOR'S CERTIFICATE OR NEW MEXICO RESIDENT VETERAN CONTRACTORS CERTIFICATE WITH THEIR BID IN ORDER TO BE CONSIDERED FOR THE PREFERENCE AS PER 13-1-22 (A) NMSA 1978 .**

THE APPLICABLE STATE OF NEW MEXICO RESIDENT CONTRACTOR'S OR RESIDENT VETERAN CONTRACTOR'S PREFERENCE WILL BE FACTORED INTO BID PRICES WHERE APPLICABLE. HOWEVER, THE PREFERENCES ARE NOT CUMULATIVE AND BIDDERS WILL ONLY BE ENTITLED TO RECEIVE ONE PREFERENCE.

FOR INFORMATION ON NEW MEXICO RESIDENT CONTRACTOR CERTIFICATION PLEASE CALL 505-827-0951 OR TO DOWNLOAD APPLICATIONS, GO TO: WWW.TAX.NEWMEXICO.GOV , SELECT "BUSINESSES" AND CLICK ON "POPULAR INFORMATION", THEN SELECT "IN-STATE PREFERENCE CERTIFICATION".

ADDENDA/AMENDMENTS: IF ANY QUESTIONS OR RESPONSES REQUIRE REVISION TO THE SOLICITATION AS ORIGINALLY PUBLISHED, SUCH REVISIONS WILL BE BY FORMAL AMENDMENT ONLY TO KNOWN PLANHOLDERS OF RECORD.

IF THE SOLICITATION INCLUDES A CONTACT PERSON FOR TECHNICAL INFORMATION, BIDDERS ARE CAUTIONED THAT ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY THIS OR ANY PERSON THAT APPEAR TO CHANGE MATERIALLY ANY PORTION OF THE SOLICITATION SHALL NOT BE RELIED UPON UNLESS SUBSEQUENTLY RATIFIED BY A WRITTEN AMENDMENT TO THIS SOLICITATION ISSUED BY THE PURCHASING OFFICE OR DESIGNEE. FOR A DETERMINATION AS TO WHETHER ANY REPRESENTATION MADE REQUIRES THAT AN AMENDMENT BE ISSUED, CONTACT THE BUYER LISTED UNDER THE PARAGRAPH ENTITLED "INFORMATION".

MODIFICATIONS: THE CITY RESERVES THE RIGHT TO WAIVE MINOR INFORMALITIES, IRREGULARITIES OR TECHNICALITIES IN THE BID. THE CITY WILL BE THE SOLE ENTITY TO DETERMINE THE ACCEPTANCE OR NON-ACCEPTANCE OF ANY MODIFICATIONS OR DEVIATIONS.

AWARD: THE AWARD, IF MADE, SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID THAT IS MOST ADVANTAGEOUS TO THE PUBLIC. EXCEPT THAT IF SUFFICIENT FUNDS ARE AVAILABLE TO FUND OPTION/ADDITIVE ALTERNATE BIDS, THE OWNER MAY AWARD THE CONTRACT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOW COMBINED BID WITHIN THE FUNDS AVAILABLE (BASE BID PLUS OR MINUS OPTION/ADDITIVE ALTERNATES). **BIDDER MUST SUBMIT BIDS FOR ALL ITEMS - BASE BID PLUS ALL OPTION/ADDITIVE ALTERNATES (IF APPLICABLE) OR THEIR BID WILL BE FOUND NON RESPONSIVE.**

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE MINOR TECHNICALITIES OR IRREGULARITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY. BIDS MAY BE REJECTED FOR, AMONG OTHER REASONS:

- BIDS CONTAINING ANY IRREGULARITIES.
- UNBALANCED VALUE OF ANY ITEMS.
- REASON FOR BELIEVING COLLUSION EXISTS AMONG THE BIDDERS.
- THE BIDDER BEING INTERESTED IN ANY LITIGATION AGAINST THE CITY.
- THE BIDDER BEING IN ARREARS ON ANY EXISTING CONTRACT OR HAVING DEFAULTED ON A PREVIOUS CONTRACT; OR WITHIN THE PAST THREE YEARS BEEN FORMALLY DEBARRED IN THE STATE OF NEW MEXICO OR ANY OTHER JURISDICTION; OR WHOSE LICENSE HAS BEEN SUSPENDED OR REVOKED BY THE APPROPRIATE LICENSING AUTHORITY
- LACK OF RESPONSIBILITY AS MAY BE REVEALED BY A FINANCIAL STATEMENT, EXPERIENCE AND EQUIPMENT, QUESTIONNAIRES, ETC.
- UNCOMPLETED WORK WHICH IN THE JUDGMENT OF THE CITY WILL PREVENT OR HINDER THE PROMPT COMPLETION OF ADDITIONAL WORK IF AWARDED.

PROTESTS: ANY BIDDER OR OFFEROR WHO IS AGGRIEVED IN CONNECTION WITH A SOLICITATION OR AWARD OF A CONTRACT MAY PROTEST TO THE CENTRAL PURCHASING OFFICE. THE PROTEST MUST BE SUBMITTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER KNOWLEDGE OF THE FACTS OR OCCURRENCES GIVING RISE THERETO.

PROJECT ERRORS: BIDDERS WILL PROMPTLY NOTIFY THE CITY OF GALLUP OF ANY AMBIGUITY, INCONSISTENCY OR ERROR THEY MAY DISCOVER UPON EXAMINATION OF THE PROJECT DOCUMENTS OR THE SITE AND LOCAL CONDITIONS.

PROCUREMENT CODE VIOLATIONS: THE PROCUREMENT CODE IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES, GRATUITIES, AND KICK-BACKS.

THE CITY OF GALLUP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO CANCEL THE BID, TO WAIVE TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

NOTICE TO BIDDERS

AS OF OCTOBER 5, 2011 APPLICATIONS FOR RESIDENT NEW MEXICO IN-STATE CONTRACTORS WILL NO LONGER BE PROCESSED THROUGH THE STATE PURCHASING DIVISION. ALL RESIDENT BUSINESS AND CONTRACTORS WILL HAVE TO OBTAIN A NEW PREFERENCE NUMBER WITH THE NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE AS OF JANUARY 1, 2012.

AS OF JULY 1, 2012 A NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE NUMBER MAY BE OBTAINED FROM THE NEW MEXICO DEPARTMENT TAXATION AND REVENUE DEPARTMENT.

IT WILL BE THE SOLE RESPONSIBILITY OF BIDDERS REQUESTING CONSIDERATION FOR THE NEW MEXICO RESIDENT CONTRACTORS PREFERENCE OR THE NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE TO OBTAIN APPROVAL AND A CERTIFICATION FROM THE NEW MEXICO DEPARTMENT OF TAXATION & REVENUE PRIOR TO THE BID OPENING DATE. YOU MUST SUBMIT A COPY OF THE RESIDENT CONTRACTOR'S CERTIFICATE OR RESIDENT VETERAN CONTRACTOR'S CERTIFICATE WITH YOUR BID IN ORDER TO BE CONSIDERED FOR THE IN-STATE PREFERENCE AS PER SECTION 13-1-22, AND 13-4-2 NMSA 1978.

FOR ADDITIONAL INFORMATION PLEASE CALL 505-827-0951, OR TO DOWNLOAD APPLICATIONS LOG ON AT: WWW.TAX.NEWMEXICO.GOV , SELECT "BUSINESSES" AND CLICK ON "IN-STATE PREFERENCE CERTIFICATION" LOCATED UNDER "POPULAR INFORMATION" CAPTION.

LABOR ENFORCEMENT FUND (IF APPLICABLE)

(STRICTLY ENFORCED)

13-4-13.1 Public works contracts; registration of contractors and subcontractors.

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public postsecondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

13-4-14.1 Labor enforcement fund; creation; use.

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.

The director of the labor and industrial division of the labor department may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
seeks injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

INSURANCE

INSURANCE: THE CONTRACTOR OR HIS SUBCONTRACTORS SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE OR HIS SUBCONTRACTORS HAVE OBTAINED INSURANCE REQUIRED UNDER THIS PARAGRAPH, AND IF ANY PORTION OF THE WORK IS SUBLET THE SUBCONTRACTOR SHALL CARRY SIMILAR COVERAGE FOR ALL ITS EMPLOYEES ENGAGED IN THE PROJECT. FOR PURPOSES OF THIS PARAGRAPH THE FOLLOWING INSURANCE REQUIREMENTS SHALL APPLY:

THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL OBTAIN AND MAINTAIN IN EFFECT DURING THE LIFE OF THE CONTRACT COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING PREMISE/OPERATIONS; PRODUCTS/COMPLETED OPERATIONS; BROAD FORM CONTRACTUAL INDEPENDENT CONTRACTORS; BROAD FORM PROPERTY DAMAGE AND PERSONAL INJURY LIABILITIES:

COMPREHENSIVE GENERAL LIABILITY

BODILY INJURY:	\$1,000,000 EACH OCCURENCE \$1,000,000 ANNUAL AGGREGATE
PERSONAL INJURY	\$1,000,000 ANNUAL AGREGATE
PROPERTY DAMAGE	\$1,000,000 EACH OCCURENCE \$1,000,000 ANNUAL AGGREGATE

AUTOMOTIVE LIABILITY (OWNED, NONOWNED HIRED)

BODILY INJURY	\$1,000,000 EACH PERSON \$1,000,000 EACH ACCIDENT
PROPERTY DAMAGE	\$1,000,000 EACH OCCURENCE
PRODUCTS AND COMPLETED OPERATONS	SAME LIMITS AS ABOVE
INDEPENDENT CONTRACTORS	SAME LIMITS AS ABOVE

WORKMAN'S COMPENSATION STATUTORY
EMPLOYERS LIABILITY \$1,000,000

WAIVER OF SUBROGATION: THIS MUST BE STATED ON THE CERTIFICATE AS IT ELIMINATES THE RIGHT OF THE CONTRACTOR'S INSURANCE CARRIER FROM RECOVERING ANY DAMAGES FROM THE CITY THAT WERE PAID BY THE CARRIER UNDER THE CONTRACTOR'S GENERAL LIABILITY, COMMERCIAL UMBRELLA LIABILITY (EXCESS LIABILITY), AUTO, OR WORKER'S COMPENSATION COVERAGES AND EMPLOYERS LIABILITY INSURANCE MAINTAINED BY CONTRACT REQUIREMENTS.

ALL CERTIFICATES OF INSURANCE SHALL NAME THE CITY OF GALLUP AS OWNER AND ADDITIONAL INSURED, AND STATE THAT 30 DAYS WRITTEN NOTICE WILL BE GIVEN TO THE OWNER BEFORE THE POLICY IS CANCELLED OR CHANGED.

CONDITIONS OF THE CONTRACT
Formal Bid No. 1706

CONTRACTOR'S PRE-START REPRESENTATIONS - CONTRACTOR REPRESENTS THAT HE/SHE HAS FAMILIARIZED HIM/HER SELF WITH AND ASSUMES FULL RESPONSIBILITY FOR HAVING FAMILIARIZED HIMSELF WITH THE NATURE AND EXTENT OF THE CONTRACT DOCUMENTS, WORK, LOCALITY, AND WITH ALL LOCAL CONDITIONS INCLUDING WEATHER CONDITIONS, AND FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS THAT MAY IN ANY MANNER AFFECT PERFORMANCE OF THE WORK AND REPRESENTS THAT HE HAS CORRELATED HIS STUDY AND OBSERVATIONS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

CONTRACTOR ALSO REPRESENTS THAT HE/SHE HAS STUDIED ALL SURVEYS AND INVESTIGATION REPORTS OF SUBSURFACE LATENT PHYSICAL CONDITIONS REFERRED TO IN THE SPECIFICATIONS AND MADE SUCH ADDITIONAL SURVEYS AND INVESTIGATIONS AS HE DEEMS NECESSARY FOR THE PERFORMANCE OF THE WORK AT THE CONTRACT PRICE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THAT HE HAS CORRELATED THE RESULTS OF ALL SUCH DATA WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

INDEMNIFICATION OF OWNER: THE CONTRACTOR EXPRESSLY BINDS HIM/HER SELF TO DEFEND, INDEMNIFY, AND SAVE HARMLESS THE OWNER, HIS AGENTS AND EMPLOYEES, FROM ALL SUITS AND ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST THEM ON ACCOUNT OF THE CONSTRUCTION OF THIS WORK OR BY REASON OF ANY ACT, OMISSIONS, MALFEASANCE OF THE CONTRACTOR, HIS EMPLOYEES OR AGENTS, OR ANY SUBCONTRACTOR OR HIS AGENTS OR EMPLOYEES. THIS APPLIES EQUALLY TO INJURIES TO THE CONTRACTOR'S EMPLOYEES. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LIFE, PROPERTY AND PREMISES FROM HARM, DAMAGE AND INJURY.

SECURITY: THE CITY DOES NOT ASSUME ANY RESPONSIBILITY, AT ANY TIME, FOR THE PROTECTION OF OR LOSS OF MATERIALS FROM THE TIME THAT CONTRACT OPERATIONS HAVE COMMENCED UNTIL THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER.

CLEANING: THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN OF ALL RUBBISH AND DEBRIS GENERATED BY THE WORK INVOLVED. ALL SURPLUS MATERIAL, RUBBISH, DEBRIS SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CITY WILL NOT BE RESPONSIBLE FOR THEFT OR DAMAGE TO THE CONTRACTORS PROPERTY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO AT ALL TIMES MAINTAIN A SAFE WORKING ENVIRONMENT. **ALL SAFETY HAZARDS TO WORKERS OR THE PUBLIC SHALL BE CORRECTED IMMEDIATELY AND THE PREMISES LEFT IN A SAFE CONDITION AT THE END OF EACH WORK DAY.**

PRIOR TO PREPARATION OF FINAL PAY ESTIMATE, THE CONTRACTOR SHALL REMOVE FROM THE SITE OF THE WORK ALL RUBBISH, DEBRIS, UNUSED MATERIAL, TEMPORARY BUILDINGS, EXCESS EARTH OR PAVEMENT RUBBLE AND SHALL LEAVE THE PREMISES IN GOOD ORDER AND CONDITION, SUBJECT TO APPROVAL OF THE OWNER.

PROTECTION OF MATERIAL AND WORK: THE CONTRACTOR SHALL AT ALL TIMES CAREFULLY AND PROPERLY PROTECT ALL MATERIALS, EQUIPMENT AND FACILITIES BOTH BEFORE, DURING AND AFTER USE ON THE JOB, AND ALL WORK PERFORMED BY HIM/HER AND PROVIDE ANY SPECIAL PROTECTION AS NECESSARY FROM WEATHER, THEFT, AND/OR VANDALISM WITHOUT ADDITIONAL COSTS TO THE CITY.

PROTECTION AND/OR RESTORATION OF PUBLIC OR PRIVATE PROPERTY: THE CONTRACTOR SHALL TAKE EVERY REASONABLE PRECAUTION TO INSURE THAT ALL PUBLIC AND PRIVATE PROPERTY IS PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK. THE CONTRACTOR SHALL RESTORE AT HIS OWN EXPENSE, ANY DAMAGES, EXCEPT AS OTHERWISE PROVIDED FOR IN THIS CONTRACT, FOR WHICH HE IS DIRECTLY OR INDIRECTLY RESPONSIBLE, TO A CONDITION EQUAL TO

THAT EXISTING BEFORE THE DAMAGE.

IF HE FAILS OR REFUSES TO DO SO UPON NOTICE, THE CITY MAY CAUSE SUCH RESTORATION AND DEDUCT THE EXPENSE THEREFORE FROM THE MONIES DUE, OR WHICH MAY BECOME DUE, TO THE CONTRACTOR.

EQUIPMENT AND MATERIALS SHIPPED TO MANUFACTURER OR TESTING FACILITY ARE TO BE EXCLUDED FROM THIS PROVISION, IF ITEM(S) IS DECLARED BY SUCH AUTHORITY TO NOT BE ABLE TO BE REPAIRED TO MANUFACTURER'S SPECIFICATIONS, NOR CERTIFIABLE.

CONTRACTOR SHALL PROVIDE DOCUMENTATION FROM MANUFACTURER OR TESTING FACILITY AND PROVIDE TO THE CITY.

WATER, GAS AND ELECTRICITY: ALL WATER, GAS, ELECTRICITY OR OTHER UTILITIES REQUIRED TO COMPLETE THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE, UNLESS SPECIFICALLY MODIFIED IN OTHER PORTIONS OF THE CONTRACT DOCUMENTS.

SALVAGEABLE MATERIAL: ALL MATERIAL DEEMED SALVAGEABLE FROM EXISTING OWNER FACILITIES WHICH ARE TO BE ABANDONED SHALL REMAIN THE PROPERTY OF THE CONTRACTOR.

THE OWNER WILL DETERMINE THE LOCATION FOR DISPOSITION OF SALVAGEABLE MATERIAL. MATERIAL DEEMED NOT SALVAGEABLE SHALL BE THE CONTRACTOR'S PROPERTY AND SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS.

CHANGED WORK: THE OWNER MAY FROM TIME TO TIME ORDER ADDITIONS, DELETIONS OR REVISIONS IN THE WORK; THESE WILL BE AUTHORIZED BY WRITTEN CHANGE ORDER PREPARED BY THE ENGINEER AND SIGNED BY THE OWNER. ALL SUCH WORK WILL BE EXECUTED UNDER THE APPLICABLE CONDITIONS OF THE CONTRACT DOCUMENTS.

ADDITIONAL WORK PERFORMED WITHOUT AUTHORIZATION OF A WRITTEN AND EXECUTED CHANGE ORDER WILL NOT ENTITLE CONTRACTOR TO AN INCREASE OF CONTRACT PRICE OR AN EXTENSION OF CONTRACT TIME.

IF NOTICE OF A CHANGE AFFECTING THE GENERAL SCOPE OF WORK OR CHANGE IN CONTRACT PRICE IS REQUIRED BY THE PROVISIONS OF ANY BOND TO BE GIVEN TO THE SURETY, IT WILL BE **CONTRACTOR'S** RESPONSIBILITY TO SO NOTIFY THE SURETY, AND THE AMOUNT OF EACH APPLICABLE BOND SHALL BE ADJUSTED ACCORDINGLY.

CHANGE IN CONTRACT PRICE: ANY CLAIM FOR AN INCREASE IN CONTRACT PRICE SHALL BE BASED ON WRITTEN NOTICE DELIVERED TO **OWNER OR OWNER'S REPRESENTATIVE** WITHIN FIFTEEN (15) DAYS OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM BUT **BEFORE** THE CONTRACTOR HAS INCURRED ADDITIONAL EXPENSE. NOTICE OF THE AMOUNT OF THE CLAIM WITH WRITTEN SUPPORTING DATA AND EXPLANATION OF THE BASIS OF THE CLAIM SHALL BE DELIVERED WITHIN SEVEN (7) DAYS OF THE OCCURRENCE UNLESS ENGINEER ALLOWS EXTRA TIME TO ASCERTAIN ACCURATE COST DATA. ANY CHANGE IN CONTRACT PRICE SHALL BE BY CHANGE ORDER. ENGINEER MAY GRANT CONTRACTOR AN EXTENSION OF TIME FOR RESOLVING A CLAIM FOR ADJUSTMENT BUT IN NO CASE SHALL CONTRACTOR BE ENTITLED TO DAMAGES FOR DELAY.

THE VALUE OF ANY WORK COVERED BY A CHANGE ORDER OR FOR ANY CLAIM OF INCREASE OR DECREASE IN CONTRACT PRICE SHALL BE DETERMINED IN ONE OF THE FOLLOWING WAYS:

1. BY UNIT PRICES CONTAINED IN THE CONTRACT DOCUMENTS; OR
2. MUTUAL ACCEPTANCE OF LUMP SUM OR UNIT PRICES
3. THE ACTUAL COST OF: (1) LABOR, INCLUDING FOREMEN (2) MATERIALS ENTERING PERMANENTLY INTO THE WORK (3) THE OWNERSHIP OR RENTAL COST OF CONSTRUCTION PLANT AND EQUIPMENT DURING THE TIME OF USE ON THE EXTRA WORK
4. POWER AND CONSUMABLE SUPPLIES FOR THE OPERATION OF POWER EQUIPMENT

TO THE COST UNDER (3) THERE SHALL BE ADDED A FIXED FEE TO BE AGREED UPON BUT NOT TO EXCEED TEN PERCENT (10%) UNLESS STATED OTHERWISE IN THE BID PROPOSAL, OF THE ACTUAL COST OF THE WORK. THE FEE SHALL BE COMPENSATION TO COVER THE COST OF SUPERVISION, OVERHEAD, BOND, PROFIT AND ANY OTHER GENERAL EXPENSES. TO THE CHARGE FOR EXTRA WORK UNDER (3) THE CONTRACTOR MAY ADD APPLICABLE LOCAL AND STATE GROSS RECEIPTS TAXES.

CHANGE IN CONTRACT TIME: THE CONTRACTOR EXPRESSLY COVENANTS AND AGREES THAT IN UNDERTAKING TO COMPLETE THE WORK AND HAVING MADE ALLOWANCES FOR ALL OF THE ORDINARY DELAYS AND HINDRANCES INCIDENT TO SUCH WORK WHETHER GROWING OUT OF DELAYS IN SECURING MATERIALS, WORKMEN OR OTHERWISE.

SHOULD THE CONTRACTOR, HOWEVER, BE DELAYED IN THE PROSECUTION AND COMPLETION OF THE WORK BY REASON OF DELAYED SHIPMENT ORDERS, OR BY ANY CHANGES, ADDITIONS OR OMISSIONS THEREIN ORDERED IN WRITING BY THE OWNER OR BY THE ABANDONMENT OF THE WORK BY MEN ENGAGED HEREON THROUGH NO FAULT OF THE CONTRACTOR, OR BY EMBARGOES, ETC. WHICH WOULD EFFECT THE FABRICATION OR DELIVERY OF MATERIALS AND/OR EQUIPMENT TO THE WORK, OR BY DELAYS CAUSED BY COURT PROCEEDINGS, OR WEATHER.

THE CONTRACTOR SHALL HAVE NO CLAIMS FOR DAMAGES FOR ANY CAUSE OR DELAY, BUT HE SHALL IN SUCH CASES, BE ENTITLED TO SUCH EXTENSION OF THE TIME SPECIFIED FOR THE COMPLETION OF THE WORK AS THE OWNER SHALL AWARD IN WRITING ON ACCOUNT OF SUCH DELAYS, PROVIDED HOWEVER, THAT CLAIM FOR SUCH EXTENSION OF TIME IS MADE BY THE CONTRACTOR TO THE OWNER IN WRITING WITHIN ONE WEEK FROM THE TIME WHEN ANY SUCH ALLEGED CAUSE FOR DELAY SHALL OCCUR.

SUSPENSION OF WORK: THE OWNER MAY AT ANY TIME SUSPEND THE WORK OR ANY PART THEREOF FOR A PERIOD NOT TO EXCEED NINETY (90) DAYS BY NOTICE TO THE CONTRACTOR IN WRITING. THE WORK SHALL BE RESUMED BY THE CONTRACTOR WITHIN TEN (10) DAYS AFTER THE DATE FIXED IN THE WRITTEN NOTICE FROM THE OWNER TO THE CONTRACTOR TO DO SO.

BUT IF THE WORK, OR ANY PART THEREOF, SHALL BE STOPPED BY THE NOTICE IN WRITING AFORESAID, AND IF THE OWNER DOES NOT GIVE NOTICE IN WRITING TO THE CONTRACTOR TO RESUME WORK AT A DATE WITHIN NINETY (90) DAYS OF THE DATE FIXED IN THE WRITTEN NOTICE TO SUSPEND, THEN THE CONTRACTOR MAY ABANDON THAT PORTION OF THE WORK SO SUSPENDED, AND HE WILL BE ENTITLED TO THE ESTIMATE AND PAYMENTS FOR ALL WORK DONE ON THE PORTIONS SO ABANDONED.

OWNER'S RIGHT TO DO WORK: IF THE CONTRACTOR SHOULD NEGLECT TO PERFORM THE WORK PROPERLY OR FAIL TO PERFORM ANY PROVISION OF THIS CONTRACT, THE OWNER MAY, WITHOUT PREJUDICE TO ANY OTHER REMEDY, MAKE GOOD SUCH DEFICIENCIES AND DEDUCT THE COST THEREOF FROM THE PAYMENT THEN OR THEREAFTER DUE THE CONTRACTOR.

FINAL EXAMINATION AND ACCEPTANCES: AFTER CONTRACTOR HAS COMPLETED ALL WORK TO THE SATISFACTION OF OWNER AND DELIVERED ALL MAINTENANCE AND OPERATING INSTRUCTION, SCHEDULES, GUARANTEES, BONDS, CERTIFICATES OF INSPECTION, AS-BUILT PLANS AND OTHER DOCUMENTS HE MAY MAKE APPLICATION FOR FINAL PAYMENT FOLLOWING THE PROCEDURE FOR PROGRESS PAYMENTS. THE FINAL APPLICATION FOR PAYMENT SHALL BE ACCOMPANIED BY SUCH DATA AND SCHEDULES AS OWNER MAY REASONABLY REQUIRE, TOGETHER WITH COMPLETE AND LEGALLY EFFECTIVE RELEASES OR WAIVERS (SATISFACTORY TO OWNER) OF ALL LIENS ARISING OUT OF THE CONTRACT DOCUMENTS AND THE LABOR AND SERVICES PERFORMED AND THE MATERIAL AND EQUIPMENT FURNISHED. ALTERNATELY, AND AS APPROVED BY OWNER, CONTRACTOR MAY FURNISH RECEIPTS OR RELEASES IN FULL; AN AFFIDAVIT OF CONTRACTOR THAT THE RELEASES AND RECEIPTS INCLUDE ALL LABOR, SERVICES, MATERIAL, AND EQUIPMENT FOR WHICH A LIEN COULD BE FILED, AND THAT ALL PAYROLLS, MATERIAL, AND EQUIPMENT BILLS, AND OTHER INDEBTEDNESS CONNECTED WITH THE WORK FOR WHICH OWNER OR HIS PROPERTY MIGHT IN ANY WAY BE RESPONSIBLE, HAVE

BEEN PAID OR OTHERWISE SATISFIED. IF ANY SUBCONTRACTOR, MATERIALMAN, FABRICATOR, OR SUPPLIER FAILS TO FURNISH A RELEASE OR RECEIPT IN FULL, CONTRACTOR MAY FURNISH A BOND OR OTHER COLLATERAL SATISFACTORY TO OWNER TO INDEMNIFY HIM/HER AGAINST ANY LIEN. ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR SHALL CONSTITUTE A WAIVE OF ALL CLAIMS BY CONTRACTOR AGAINST OWNER OTHER THAN THOSE PREVIOUSLY MADE IN WRITING AND STILL UNSETTLED.

PAYMENTS: ON OR ABOUT THE FIRST DAY OF EACH MONTH, THE CONTRACTOR WILL MAKE AN APPROXIMATE ESTIMATE OF THE VALUE OF WORK DONE AND UNUSED MATERIALS DELIVERED AND STORED ON THE SITE OF THE WORK DURING THE PREVIOUS CALENDAR MONTH.

AFTER EACH SUCH ESTIMATE HAS BEEN APPROVED BY THE OWNER, THE OWNER SHALL PAY TO THE CONTRACTOR ONE HUNDRED (100%) PERCENT OF THE AMOUNT OF THE WORK COMPLETED LESS PREVIOUS PARTIAL PAYMENTS. PAYMENTS TO THE CONTRACTOR WILL BE MADE WITHIN 21 DAYS OF RECEIPT OF UNDISPUTED AMOUNT OF ANY PAY REQUEST BASED ON WORK COMPLETED.

PAYMENT WITHHELD FROM CONTRACTOR: THE OWNER MAY WITHHOLD OR NULLIFY THE WHOLE OR A PART OF ANY CERTIFICATE, ON ACCOUNT OF SUBSEQUENTLY DISCOVERED EVIDENCE, TO SUCH EXTENT ANY MAY BE NECESSARY TO PROTECT HIM/HER SELF FROM LOSS ON ACCOUNT OF:

A. DEFECTIVE WORK NOT REMEDIED.

B. CLAIMS FILED OR REASONABLE EVIDENCE INDICATING PROBABLE FILING OF CLAIMS.

C. FAILURE OF THE CONTRACTOR TO MAKE PAYMENTS PROPERLY TO SUBCONTRACTORS OR FOR MATERIAL OR LABOR.

D. A REASONABLE DOUBTS THAT THE CONTRACT CAN BE COMPLETED FOR THE UNPAID PORTION OF THE CONTRACT AMOUNT.

E. DAMAGE TO ANOTHER CONTRACTOR.

F. ANY OTHER VIOLATION OF, OR FAILURE TO COMPLY WITH THE PROVISIONS OF THIS CONTRACT. WHEN THE ABOVE GROUNDS ARE REMOVED, PAYMENT SHALL BE MADE FOR AMOUNTS WITHHELD BECAUSE OF THEM.

CHARGES FOR ADDITIONAL INSPECTIONS: SHOULD COMPETION OF THE WORK EXTEND BEYOND THE TIME ALLOWED BY THE CONTRACT DOCUMENTS OR SUPPLEMENTS THERETO, IT IS EXPRESSLY UNDERSTOOD THAT IN ADDITON TO ANY OTHER PENALTY OR DAMAGE SUFFERED BY THE OWNER, THE INSPECTION COSTS CAUSED BY VIRTUE OF THE DELAY WILL BE CHARGED TO THE CONTRACTOR AND BE DEDUCTED FROM MONIES DUE TO THE CONTRACTOR AS INCLUDED IN LIQUIDATED DAMAGES SPECIFIED IN THE CONTRACT AND BID DOCUMENTS.

OWNER'S RIGHT TO TERMINATE CONTRACT: IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS CONTRACT ARE VIOLATED BY THE CONTRACTOR, OR BY ANY OF HIS SUBCONTRACTORS, THE OWNER MAY SERVE WRITTEN NOTICE UPON THE CONTRACTOR AND THE SURETY OF HIS INTENTION TO TERMINATE THE CONTRACT. SUCH NOTICES ARE TO CONTAIN THE REASONS FOR INTENTION TO TERMINATE THE CONTRACT AND UNLESS WITHIN THE TIME SPECIFIED IN THE SERVING OF SUCH NOTICE UPON THE CONTRACTOR, SUCH VIOLATION OR DELAY SHALL CEASE AND SATISFACTORY ARRANGEMENT OF CORRECTION BE MADE, THE CONTRACT SHALL, UPON THE EXPIRATION OF SAID TIME PERIOD, CEASE AND TERMINATE. THE OWNER MAY TAKE OVER THE WORK AND PROSECUTE THE SAME TO COMPLETION BY CONTRACT OR BY FORCE ACCOUNT FOR THE ACCOUNT AND AT THE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR AND HIS SURETY SHALL BE LIABLE TO THE OWNER FOR ANY EXCESS COST OCCASIONED THE OWNER THEREBY, AND IN SUCH EVENT THE OWNER MAY TAKE POSSESSION OF AND UTILIZE IN COMPLETING THE WORK SUCH MATERIALS, APPLIANCES AND PLANT AS MAY BE ON

THE SITE OF THE WORK AND NECESSARY THEREFORE.

TERMINATION FOR CONVENIENCE: OWNER MAY, FOR CONVENIENCE AND WITHOUT CAUSE AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY, ELECT TO TERMINATE THE CONTRACT FOR CONVENIENCE IN THE TIME SPECIFIED IN THE WRITTEN NOTICE.

UPON RECEIPT OF WRITTEN NOTICE, CONTRACTOR SHALL INCUR NO FURTHER OBLIGATIONS IN CONNECTION WITH THE TERMINATED WORK AND, ON THE DATE SET IN THE NOTICE OF TERMINATION; CONTRACTOR SHALL STOP WORK TO THE EXTENT SPECIFIED. CONTRACTOR ALSO SHALL TERMINATE OUTSTANDING ORDERS AND SUBCONTRACTS AS THEY RELATE TO THE TERMINATED WORK.

ALL FINISHED OR UNFINISHED DOCUMENTS, DATA, STUDIES, RESEARCH, SURVEYS, DRAWINGS, MAPS, MODELS, PHOTOGRAPHS, AND REPORTS OR OTHER MATERIALS PREPARED BY CONTRACTOR UNDER THIS CONTRACT SHALL, AT THE OPTION OF THE CITY, BE DELIVERED BY CONTRACTOR TO THE CITY AND SHALL BECOME THE CITY'S PROPERTY.

IN SUCH CASE, CONTRACTOR SHALL BE PAID FOR ALL WORK EXECUTED AND ANY REASONABLE EXPENSE SUSTAINED. EXERCISE BY THE CITY OF THIS TERMINATION FOR CONVENIENCE PROVISION SHALL NOT BE DEEMED A BREACH OF CONTRACT BY THE CITY.

SPECIFICATIONS AND DOCUMENTS: THE BID DOCUMENTS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ALL AMENDMENTS OR ADDENDA TO THE BID DOCUMENTS, SPECIFICATIONS AND CONTRACT DOCUMENTS, IF ANY, ARE ESSENTIAL PARTS OF THE CONTRACT, AND A REQUIREMENT OCCURRING IN ONE IS JUST AS BINDING AS THOUGH OCCURRING IN ALL. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THESE DOCUMENTS. IF THE CONTRACTOR DISCOVERS AN APPARENT ERROR OR DISCREPANCY, HE SHALL IMMEDIATELY CONTACT THE OWNER FOR ITS INTERPRETATION AND DECISION, AND SUCH DECISION SHALL BE FINAL.

SUBCONTRACTORS: CONTRACTOR SHALL NOT EMPLOY ANY SUBCONTRACTOR OR OTHER PERSON OR ORGANIZATION (INCLUDING THOSE WHO ARE TO FURNISH THE PRINCIPAL ITEMS OF MATERIALS OR EQUIPMENT), WHETHER INITIALLY OR AS A SUBSTITUTE, AGAINST WHOM OWNER MAY HAVE REASONABLE OBJECTION. A SUBCONTRACTOR OR OTHER PERSON OR ORGANIZATION IDENTIFIED IN WRITING TO OWNER BY CONTRACTOR PRIOR TO THE NOTICE OF AWARD AND NOT OBJECTED TO IN WRITING BY OWNER PRIOR TO THE NOTICE OF AWARD WILL BE DEEMED ACCEPTABLE TO OWNER. ACCEPTANCE OF ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION BY OWNER SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHT OF OWNER TO REJECT DEFECTIVE WORK OR WORK NOT IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. IF OWNER, AFTER DUE INVESTIGATION, HAS REASONABLE OBJECTION TO ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION PROPOSED BY CONTRACTOR AFTER THE NOTICE OF AWARD, CONTRACTOR SHALL SUBMIT AN ACCEPTABLE SUBSTITUTE AND THE CONTRACT PRICE SHALL BE INCREASED OR DECREASED BY THE DIFFERENCE IN COST OCCASIONED BY SUCH SUBSTITUTION AND AN APPROPRIATE CHANGE ORDER SHALL BE ISSUED.

CONTRACTOR SHALL NOT BE REQUIRED TO EMPLOY ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION AGAINST WHOM HE HAS REASONABLE OBJECTION. CONTRACTOR SHALL NOT WITHOUT THE CONSENT OF OWNER MAKE ANY SUBSTITUTION FOR ANY SUBCONTRACTOR, OTHER PERSON, OR ORGANIZATION WHO HAS BEEN ACCEPTED BY OWNER.

ADDITIONAL BONDS AND INSURANCE: PRIOR TO DELIVERY OF THE EXECUTED AGREEMENT BY OWNER TO CONTRACTOR, OWNER MAY REQUIRE CONTRACTOR TO FURNISH SUCH OTHER BONDS AND SUCH ADDITIONAL INSURANCE, IN SUCH FORM AND WITH SUCH SURETIES OR INSURERS, AS OWNER MAY REQUIRE. IF SUCH OTHER BONDS OR SUCH OTHER INSURANCE ARE SPECIFIED BY WRITTEN INSTRUCTIONS GIVEN PRIOR TO OPENING OF BIDS, THE PREMIUMS SHALL BE PAID BY CONTRACTOR; IF SUBSEQUENT THERETO, THEY SHALL BE PAID BY OWNER.

GOVERNING LAW: THE BID, TERMS AND CONDITIONS, AND THE CONTRACT DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO, AND IN ACCORDANCE WITH 57-28A-1 NMSA 1978.

BIDDERS QUALIFICATION STATEMENT
(ATTACH ADDITIONAL PAGES AS NECESSARY)

PROJECT TITLE: INSTALLATIN OF HVAC UNITS AT POLICE BUILDING

SUBMITTED BY: _____

(Print or Type Name of Bidder)

ADDRESS: 451 BOARDMAN DRIVE, GALLUP NM

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter:

1. How many years has your organization been in business under its present name?

2. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____

3. If individual or partnership, answer the following:
 - a. Date of Organization: _____

4. If other than corporation or partnership, describe organization and name principals:

5. Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf?
If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project:

6. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond?
If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project.

7. List projects, contract amount, percent complete and scheduled completion of the construction projects your organization has in process on this date:
 - a. List the projects competed by your firm within the past 3 years, with the final cost of the project, and project contact information:

 - b. List your construction experience in projects similar to this project:

- 8. List name and construction experience of the principals in your organization, including officers:

- 9. List the states and categories of construction in which you organization is legally qualified to do business:

- 10. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference:
 - a. A surety: _____

 - b. A bank: _____
 CREDIT AVAILABLE: \$ _____

 - c. A major material supplier: _____

Dated this _____ day of _____ 20____

Bidder: _____
 (Print or Type Name of Bidder)

By: _____

Title: _____

Seal of Corporation

CITY OF GALLUP
SUBCONTRACTOR LISTING
Formal Bid No. 1706

The Subcontractor Listing Threshold For This Project Is \$5,000, And Attached To The Bid In Compliance With 13-4-32 Thru 13-4-43 NMSA 1978, Together With The City Or County Location Of Their Place Of Business Listed. The Following Subcontractors Will Work On The Construction Of The Project If My Proposal Is Accepted. List only one entry for each category of work as defined by Contractor. Bidder Represents That He Is Licensed And Qualified To Perform 100% Of The Category Of Work For Which No Subcontractor Is Listed. D.W.S. Registration Number Required If Amount Of Work Exceeds \$60,000.

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

Company Name: _____
 Address: _____
 City/County: _____ State: _____
 Work to be Performed: _____
 Amount (\$): _____
 License No.: _____
 DWS Registration No. _____

-No Contractor whose Proposal is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original Proposal without the consent of the using agency.

-No Contractor whose Proposal is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall subcontract any portion of the work in excess of the listing threshold as to which his original Proposal did not designate a Subcontractor unless:

(1) the Contractor fails to receive a Proposal from a category of work. Under such circumstances, the contractor may subcontract. The Contractor shall designate on the listing form that **no Proposal was received** or;

(2) the Contractor fails to receive more than one Proposal for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that **only one Subcontractor's Proposal was received**, together with the name of the Subcontractor. This designation shall not occur more than one time on the Subcontractor list.

ADDITIONAL COPIES MAY BE MADE IF NECESSARY

**CITY OF GALLUP
PROPOSAL FORM FOR CONTRACT
Formal Bid No. 1706**

**PROJECT: INSTALLATION OF HVAC UNITS AT POLICE BUILDING
(451 BOARDMAN DRIVE, GALLUP NM)**

PROPOSAL OF _____ (HEREINAFTER CALLED THE BIDDER),
A CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW MEXICO, A
PARTNERSHIP OR AN INDIVIDUAL DOING BUSINESS AS

TO THE CITY OF GALLUP (HEREINAFTER CALLED THE OWNER).

THE BIDDER IN COMPLIANCE WITH YOUR INVITATION FOR BIDS FOR THE ABOVE-NAMED PROJECT,
HAS EXAMINED BIDDING DOCUMENTS AND THE SITE OF THE PROPOSED WORK, AND BEING
FAMILIAR WITH ALL OF THE EXISTING BUILDING AND CONDITIONS SURROUNDING THE
CONSTRUCTION OF THE PROPOSED PROJECT, INCLUDING THE AVAILABILITY OF MATERIALS AND
SUPPLIES AND TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE CONTRACT
DOCUMENTS WITHIN THE TIME SET FORTH AND AT THE PRICES STATED BELOW. THESE PRICES
ARE TO COVER ALL EXPENSES INCURRED IN PERFORMING THE WORK REQUIRED UNDER THE
CONTRACT DOCUMENTS, OF WHICH THIS PROPOSAL IS A PART, INCLUDING ANY APPLICABLE
BUILDING PERMIT OR OTHER FEES.

BID SECURITY: SHALL BE SUBMITTED WITH THE BID AND MADE PAYABLE TO THE OWNER IN THE
AMOUNT OF FIVE PERCENT (5%) OF THE BID SUM. SECURITY SHALL BE BY CASH, CERTIFIED OR
CASHIER'S CHECK OR A BID BOND PREPARED ON A FORM ACCEPTABLE TO THE OWNER, ISSUED
BY A SURETY LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED. THE
OWNER WILL RETAIN THESE SECURITIES FOR 45 DAYS OR UNTIL A CONTRACT HAS BEEN
ENTERED INTO, WHICHEVER IS SHORTER. SHOULD THE LOW BIDDER REFUSE TO ENTER INTO A
CONTRACT, THE OWNER WILL RETAIN HIS SECURITY AS LIQUIDATED DAMAGES, NOT AS A
PENALTY. IF THE LOWEST BIDDER FAILS TO ENTER INTO A CONTRACT, THEN THE NEXT LOWEST
BIDDER WILL BE CONSIDERED AS THE LOWEST BIDDER.

PERFORMANCE AND PAYMENT BOND: IN ADDITION THE SUCCESSFUL BIDDER SHALL EXECUTE A
PERFORMANCE BOND AND A PAYMENT BOND EACH WITH A CORPORATE SURETY AUTHORIZED TO
DO BUSINESS IN THE STATE OF NEW MEXICO AND SAID SURETY TO BE APPROVED IN FEDERAL
CIRCULAR 570 AS PUBLISHED BY THE U.S. TREASURY DEPARTMENT, EACH IN THE SUM OF 100% OF
THE TOTAL BID PRICE, WITHIN TEN (10) DAYS OF NOTICE OF AWARD.

**LIQUIDATED DAMAGES: LIQUIDATED DAMAGES IN THE AMOUNT OF \$150 PER DAY SHALL BE
ASSESSED FOR EVERY CALENDAR DAY PAST THE STATED COMPLETION DATE. COMPLETION
DATE IS 30 DAYS AFTER NOTICE TO PRECEDE IS ISSUED.**

TAXES: THE PROPOSAL TOTAL SHALL EXCLUDE ALL APPLICABLE TAXES. THE CITY WILL PAY ANY
TAXES DUE ON THE CONTRACT BASED UPON BILLING SUBMITTED BY THE CONTRACTOR, AT THE
APPLICABLE TAX RATE. TAXES SHALL BE SHOWN AS A SEPARATE AMOUNT ON ANY BILLING OR
REQUEST FOR PAYMENT.

BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON THE DATE SPECIFIED
IN THE NOTICE TO PROCEED. BIDDER SHALL PROVIDE A CERTIFICATE OF INSURANCE IN
COMPLIANCE WITH THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION RULES
AND REGULATION AND THE TERMS OF THIS BID. IF REQUIRED BY LAW, BIDDER SHALL PROVIDE
EVIDENCE OF WORKMEN'S COMPENSATION INSURANCE.

BID PROPOSAL FORM
FORMAL BID NO. 1706
(FOR LUMP SUM CONTRACT ONLY)

THE BIDDER AGREES TO PERFORM ALL THE WORK AS DESCRIBED IN THE GENERAL CONDITIONS AND PLANS TO PROVIDE **INSTALLATION OF HVAC UNITS AT POLICE BUILDING, 451 BOARDMAN DRIVE, GALLUP NM** FOR THE FOLLOWING LUMP SUM:

THIS IS A TOTAL ALL OR NONE AWARDED BID

1. PROJECT BASE BID (**EXCLUDING TAXES**):

_____ \$ _____
(SHOW AMOUNTS IN FIGURES AND WORDS)

PLUS NEW MEXICO GROSS RECEIPTS TAX (@ 8.3125%)

_____ \$ _____
(SHOW AMOUNTS IN FIGURES AND WORDS)

TOTAL (**INCLUDING TAXES**):

_____ \$ _____
(SHOW AMOUNTS IN FIGURES AND WORDS)

IN THE CASE OF A DISCREPANCY, THE AMOUNTS SHOWN IN WORDS SHALL GOVERN.

SUBMITTED BY: Business Name _____

SIGNED By: _____

Authorized Signature

_____ Name Printed or Typed

_____ Title

_____ Date

_____ Address

_____ Phone & Fax Number

_____ City, State, Zip

_____ Email Address

_____ D.W.S. Registration No.

_____ N.M. Contractor's License No.

ADDENDA: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS:

Initials

AMENDMENT No. 1: ____ Date _____

AMENDMENT No. 2 : ____ Date _____

AMENDMENT No. 3 : ____ Date _____

AMENDMENT No. 4 : ____ Date _____

AMENDMENT No. 5 : ____ Date _____

AMENDMENT No. 6 : ____ Date _____

FAILURE TO ACKNOWLEDGE RECEIPT AS PROVIDED ABOVE MAY BE SUFFICIENT GROUNDS FOR DISQUALIFICATION OF THE BIDDER AND REJECTION OF HIS PROPOSAL. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BECOME FULLY ADVISED OF ALL ADDENDA PRIOR TO SUBMITTING A BID.

Bidder's Checklist of Required Documents

- Bidder's Qualification Statement, Pages 18-19
- Subcontractor's Listing (1 Page, attach additional pages if needed), Page 20
- Proposal Form for Contract Page 21
- Bid Proposal Form, Pages 22
- Bid Bond (5%) (2 Pages), Pages 25-26
- Bidders must include a Copy of New Mexico Resident Contractors Certificate or New Mexico Resident Veteran Contractors Certificate (if applicable, to qualify for application of State Preference to the bid)
- Acknowledge Receipts of Amendments (if any), Page 23 (this page).
- W9 (Completed and signed).

SCOPE OF WORK
Formal Bid No. 1706

ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL INCLUDE, BUT NOT BE SPECIFICALLY LIMITED TO THE FOLLOWING:

SCOPE OF WORK OUTLINED BELOW WILL ALSO BE INCORPORATED INTO EXECUTED CONTRACT. THESE ITEMS MAY OR MAY NOT BE CLEARLY DEFINED OR IDENTIFIED IN THE CONTRACT DOCUMENTS. (NOTE: PROVIDE MEANS FURNISH AND INSTALL).

THE CITY OF GALLUP IS CURRENTLY SOLICITING SERVICES FOR THE INSTALLATION OF HVAC UNITS AT POLICE BUILDING. THE POLICE BUILDING IS LOCATED AT 451 BOARDMAN DRIVE, GALLUP, NM AND IS OWNED BY THE CITY OF GALLUP. THE CENTER OPERATES AS AN ADMINISTRATION BUILDING FOR POLICE DEPARTMENT PERSONNEL. THE BUILDING IS CURRENTLY HEATED/COOLED WITH EXISTING HVAC UNITS HOWEVER THE NEED FOR REPLACEMENT OF FOUR UNITS IS NOW NECESSARY. SCOPE OF SERVICES IS THEREFORE:

- REMOVAL AND REPLACEMENT OF FOUR COMBINATION HEATING AND COOLING ROOFTOP UNITS, SHALL BE COMBINATION UNITS OF THE SAME IF NOT BETTER QUALITY THAN OTHER EXISTING UNITS.
- NEW DISCONNECTS ARE TO BE INSTALLED FOR EACH OF THE NEW UNITS.
- NEW GAS FLEX CONNECTOR, GAS COCK, AND SEDIMENT TRAP TO BE INSTALLED FOR EACH UNIT
- ALL WORK IS TO BE PERMITTED AND SHALL COMPLY WITH N.M. CODES.
- WORK AREA TO BE CLEAN AND MAINTAINED ON A DAILY BASIS.

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Gallup
110 West Aztec Ave., PO Box 1270
Gallup, NM

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reserve side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement

required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CONTRACT

THIS AGREEMENT, made this day of _____, 20__, by and between _____, hereinafter called the "OWNER" and _____, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

_____ hereinafter called the project, for the sum of:

_____ Dollars (\$_____) and all work in connection therewith, under the terms as stated in the Terms, Conditions and Plans of the bid and this Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Terms and Conditions of the bid and the Contract, the plans, specifications and contract documents here fore as prepared by _____ and the City of Gallup, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "*Notice to Proceed*" of the OWNER and to fully complete the project within _____ () consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of _____ Dollars (\$_____) for each consecutive calendar day thereafter as hereinafter provided in the Special and General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)
ATTEST: _____

City of Gallup, New Mexico
OWNER

BY: _____
SIGNATURE

NAME TYPED OR PRINTED

TITLE

(CORPORATE SEAL)

CONTRACTOR

BY:

SIGNATURE

NAME TYPED OR PRINTED

TITLE

CITY OF GALLUP

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned _____
_____ hereinafter called *Principal* and _____ a
corporation authorized under the laws of the State of New Mexico, hereinafter called the Surety, are held and firmly
bound unto the City of Gallup as Obligee, hereinafter called *OWNER* in the penal sum _____
_____ Dollars (\$ _____) in lawful money of the United States, for payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written
contract with the Owner, dated the _____ day of _____,
20____, a copy of which is hereto attached and made a part thereof for the project of:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
contract, and any authorized extension or modification thereof, Including all amounts due for materials, lubricants,
oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of
such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

The right to sue on this bond accrues only to the Owner and the parties to whom New Mexico Statutes
Annotated, 1978, 13-4-18 through 13-4-20, as amended, grant such right; and any such right shall be exercised
only in accordance with the provisions and limitations of said statutes. Venue upon any suit brought upon this bond
shall be in the District Court of McKinley County, New Mexico.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same in any way affect its obligations or this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to
the work to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executing in four (4) counterparts, each one of which shall be
deemed an original, and this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

By: _____

Address: _____

City State Zip

SEAL

Witness as to Principal

Address

City State Zip

ATTEST:

(Surety) Secretary

Surety

By: _____

Attorney-in-Fact

Address

City State Zip

SEAL

Witness as to Surety

Address

City State Zip

CITY OF GALLUP
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned _____
_____ hereinafter called *Principal* and _____ a
corporation authorized under the laws of the State of New Mexico, hereinafter called the Surety, are held and firmly
bound unto the City of Gallup as Obligee, hereinafter called *OWNER* in the penal sum _____
_____ Dollars (\$_____) in lawful money of the United States, for payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written
contract with the Owner, dated the _____ day of _____,
20____, a copy of which is hereto attached and made a part thereof for the project of:
_____.

NOW THEREFORE, if the Principal shall will, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof
which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, and shall promptly make payment to all persons,
firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work
provided for in such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such
work whether by subcontractor or otherwise, and if the said principal shall for a period of one (1) year from and
immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work
performed under the contract against faulty or defective materials and workmanship at his own expense and at no
cost to the Owner, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the agreement, the Owner
having performed the Owner's obligations thereunder, the Surety will promptly remedy the default.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same in any way affect its obligations or this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the
right of way beneficiary hereunder, whose claim may be unsatisfied.

VENUE upon any suit brought upon this bond shall be in the District Court of McKinley County, New Mexico.

IN WITNESS WHEREOF, this instrument is executing in four (4) counterparts, each one of which shall be deemed an original, and this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

By: _____

Address: _____

City State Zip

SEAL

Witness as to Principal

Address

City State Zip

ATTEST:

(Surety) Secretary

Surety

By: _____
Attorney-in-Fact

Address

City State Zip

SEAL

Witness as to Surety

Address

City State Zip

NOTICE OF AWARD

Dated: _____

TO: _____
(BIDDER)

ADDRESS: _____

Contract: INSTALLATION OF HVAC UNITS AT POLICE BUILDING
(451 BOARDMAN DRIVE, GALLUP NM)
(Insert name of Contract as it appears in the Bidding Documents)

Project: Same as Above

OWNER's Contract No. City of Gallup, Formal Bid No. 1706

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract FOR:
City of Gallup, Formal Bid No. 1706, INSTALLATION OF HVAC UNITS AT POLICE BUILDING, 451 Boardman Drive, Gallup NM

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is _____

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. N/A sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within Ten (10) days of the date of this Notice of Award, which is by _____.

1. Deliver to the OWNER 3 fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature
2. Deliver with the executed Contract Documents the Contract security (Performance and Payment Bonds) as specified in the General Conditions
3. Before you may start any Work at the Site, the General Conditions provide that you must each deliver to the OWNER (with copies to Engineer and other identified additional insured's) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
4. Before starting work, have or obtain a valid City of Gallup Business License
5. Furnish a current IRS form W-9 bearing an original signature

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Gallup

(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

Dated: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

Contract: INSTALLATION OF HVAC UNITS AT POLICE BUILDING
(451 Boardman Drive, Gallup NM)
(Insert name of Contract as it appears in the Bidding Documents)

Project: Same as above

OWNER's Contract No. City of Gallup, Formal Bid No. 1706

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)