



**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. 1915
ASPHALT REMOVAL AND REPLACEMENT
(City of Gallup Electric Yard)**

ISSUE DATE: June 13, 2019
BID OPENING DATE: June 25, 2019
BID OPENING TIME: 2:00 pm (local time)

Notes:

Vendor Name:

F.O.B. Point: Destination

Vendor Address:

Payment Terms: Net 30, unless otherwise stated

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

GENERAL CONDITIONS

FORMAL BID NO. 1915

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 **JUNE 25, 2019** AT THE CITY OF GALLUP PURCHASING OFFICE; 110 WEST AZTEC (87301); P.O. BOX 1270; GALLUP, NEW MEXICO 87305.

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

COPIES OF PLANS, SPECIFICATIONS AND BIDDING DOCUMENTS: PLANS, SPECIFICATIONS, AND BIDDING DOCUMENTS MAY BE EXAMINED AT THE OFFICE OF THE PURCHASING DIRECTOR, 110 WEST AZTEC; GALLUP, NM 87301, PHONE 505-863-1334. PLANS, SPECIFICATIONS AND BIDDING DOCUMENTS MAY BE OBTAINED FROM: gallupnm.gov/bids. THERE IS A \$ 0 REFUNDABLE DEPOSIT FOR THE PLANS. COMPLETE SETS OF PLANS MUST BE RETURNED WITH TEN (10) DAYS OF BID AWARD AND BE IN GOOD CONDITION.

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); frodriguez@gallupnm.gov (EMAIL). QUESTIONS SUBMITTED AFTER **JUNE 20, 2019** MAY NOT BE ADDRESSED.

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 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.

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.

BRAND NAMES: THE CITY HAS NO PREFERENCE FOR ANY BRAND OF EQUIPMENT, KIND OF MATERIAL OR

TYPE OF PROCESS AND WILL CONSIDER ALL BIDS FOR USE OF OTHER MATERIALS OR EQUIPMENT, IF THEY ARE, IN FACT, EQUAL TO THAT SPECIFIED. THE CITY WILL BE THE SOLE JUDGE AS TO WHETHER MATERIALS, EQUIPMENT, OR PROCESS OFFERED IS, IN FACT, EQUAL TO THAT SPECIFIED.

EXAMINATION OF PROPOSED WORK: BIDDERS MUST SATISFY THEMSELVES, BY PERSONAL INVESTIGATION OR BY ANY MEANS THEY DEEM NECESSARY OR DESIRABLE, AS TO LOCATION OF AND CONDITIONS AFFECTING PROPOSED WORK AND RESULTING COSTS THEREOF.

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.

COMMENCEMENT AND COMPLETION: THE BIDDER MUST AGREE TO COMMENCE WORK ON A DATE TO BE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" ISSUED BY CITY AND TO FULLY COMPLETE PROJECT WITHIN 10 CALENDAR DAYS THEREAFTER, INCLUDING WEATHER DELAYS.

BIDDERS QUALIFICATIONS: 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.

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 CERTIFIED OR CASHIERS CHECK, OR A BID BOND PREPARED ON A FORM ACCEPTABLE TO THE OWNER (PERSONAL OR CORPORATE CHECKS ARE NOT ACCEPTABLE), ISSUED BY A SURETY LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED. PERSONAL OR CORPORATE CHECKS ARE NOT ACCEPTABLE. 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.

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 **FIFTEEN (15)** DAYS OF RECEIPT OF NOTICE OF AWARD.

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.

PUBLIC WORKS: THIS SOLICITATION IS FOR A CITY OF GALLUP 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 STATUES AND LAWS; AND THE CITY OF GALLUP ORDINANCES.

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.

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.

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 A 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.

LIST OF SUBCONTRACTORS: THE BIDDER SHALL LIST THE SUBCONTRACTORS HE/SHE PROPOSES TO USE FOR ALL TRADES OR ITEMS. IF AWARDED CONTRACT, THE BIDDER SHALL UE THE FIRM LISTED. CHANGES OR SUBSTITUTIONS TO THIS LIST MUST BE APPROVED BY THE CITY. A LIST OF SUBCONTRACTORS FOR THIS PROJECT MUST ACCOMPANY THE BID PROPOSAL SUBMITTAL.

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. THE GENERAL CONTRACTOR SHALL NOT LIST THEMSELVES AS THE SUBCONTRACTOR UNLESS HE REPRESENTS THAT HE/SHE IS LICENSED AND CAN PERORM SUCH WORK SATISFACTORILY. **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/SHE 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.

MINIMUM WAGE RATES: (IF APPLICABLE) THERE SHALL BE NO DISCRIMINATION BECAUSE OF RACE, CREED, COLOR, SEX, NATIONAL ORIGIN OR POLITICAL AFFILIATION IN THE EMPLOYMENT OF PERSONS QUALIFIED BY TRAINING AND EXPERIENCE FOR WORK CARRIED OUT UNDER THIS CONTRACT.

WAGES WILL BE PAID IN ACCORDANCE WITH THE STATE OF NEW MEXICO PUBLIC WORKS STATUTES REGARDING WAGE RATES. A WAGE RATE SCHEDULE IS ENCLOSED WITH THIS BID AND IS MADE PART OF CONTRACT DOCUMENTS. COMPLIANCE WITH MINIMUM WAGET RATES SHALL APPLY EQUALLY TO ALL CONTRACTORS AND SUBCONTRACTORS ENGAGED ON PROJECT. THE CONTRACTOR SHALL POST AT APPROPRIATE PLACES ON THE JOB SITE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FURNISH COPIES OF PAYROLLS TO THE ENGINEER/ARCHITECT AND PURCHASING DIRECTOR (BIWEEKLY) AND THE NEW MEXICO DEPARTMENT OF WORK FORCE SOLUTIONS WHEN REQUESTED, OR ANY OTHER INTERESTED PARTY SUCH AS CONTRACTORS, CONTRACTING AGENCIES, LABOR ORGANIZATIONS, AND CONTRACTOR ASSOCIATIONS TO ENSURE COMPLIANCE WITH THE NEW MEXICO PUBLIC WORKS MINIMUM WAGE ACT AND DAVIS BACON.

DEPARTMENT OF LABOR REGISTRATION: BIDDERS ARE ADVISED THAT ALL TIERS OF 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)

SEQUENCE OF WORK: IF APPLICABLE, CONTRACTOR SHALL PREPARE THE PROJECT SCHEDULE, PROVIDE ALL SUBMITTALS, APPROVED TRAFFIC CONTROL PLANS, WORK PERMITS, CONTACT ALL OTHER UTILITY COMPANIES (811) AND COORDINATE WITH BOTH THE CITY OF GALLUP RESIDENTS AND BUSINESSES. UTILITY LOCATES AND TIE-INS TO VERIFY LOCATIONS AND DEPTHS OF UTILITIES SHALL BE COMPLETED AT THE BEGINNING OF PROJECT TO FACILITATE PRODUCT PARTS LEAD TIMES. SEWER SERVICE FOR ALL RESIDENTS AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES.

LICENSES, LEGAL RESTRICTIONS, PERMITS AND REGULATIONS: THE CONTRACTOR SHALL HAVE A LICENSE ISSUED BY THE CONSTRUCTION INDUSTRIES DIVISION (CID) OF THE NEW MEXICO REGULATION AND LICENSING DEPARTMENT. THE LICENSES SHALL BE PROPERLY CLASSIFIED FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT AND BE IN ACTIVE STATUS AT THE TIME OF BID OPENING. ALL SUBCONTRACTORS SHALL ALSO MEET THESE CRITERIA.

ADDITIONAL, THE CONTRACTOR SHALL AT THEIR OWN EXPENSE, PROCURE ALL NECESSARY LICENSES AND PERMITS OF A TEMPORATY NATURE AND SHALL GIVE DUE AND ADEQUATE NOTICES TO THOSE IN CONTROL OF ALL PROPERTIES WHICH MAY BE AFFECTED BY THIS OPERATION. PERMITS, LICENSES AND EASEMENTS FOR PERMANENT STRUCTURUES OR PERMANENT CHANGES IN EXISTING FACILITIES, SHALL BE PROVIDED BY THE OWNER UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH LAWS, ORDINANCES, RULES AND REGULATIONS BEARING ON THE CONDUCT OF THE WORK AS DRAWN OR SPECIFIED.

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.

COLLUSION: COLLUIION AMONG BIDDERS OR AN INTEREST IN MORE THAN ONE BID UNDER A DIFFERENT NAME OR FIRM SHALL BE CAUSE FOR REJECTION OF BID(S).

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.

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.

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-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 ANY PHASE OF 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, STATE THE GROUNDS FOR THE PROTEST AND INCLUDE ANY SUPPORTING DOCUMENTATION, AND THE RELIEF REQUESTED.

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.

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.

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

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.**

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: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS 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: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

LABOR ENFORCEMENT FUND

(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
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

INSURANCE

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. 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
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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

CONTRACTOR'S PRE-START REPRESENTATIONS - CONTRACTOR REPRESENTS THAT HE HAS FAMILIARIZED HIMSELF 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 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 HIMSELF 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 PREMISIS 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 POSSIBLE 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 AND PROVIDE ANY SPECIAL PROTECTION AS NECESSARY FROM WEATHER, THEFT, AND/OR VANDALISM WITHOUT ADDITIONAL COSTS 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.

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.

SALVAGEABLE MATERIAL: ALL MATERIAL DEEMED SALVAGEABLE FROM EXISTING OWNER FACILITIES WHICH ARE TO BE ABANDONED SHALL REMAIN THE PROPERTY OF THE OWNER. SALVAGEABLE MATERIALS SHALL BE DELIVERED TO THE ALPINE LUMBER FACILITY, 104 N. 2ND STREET, GALLUP, NM. 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. **CONTRACTOR SHALL FURNISH PROOF TO THE OWNER.**

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.

LIQUIDATED DAMAGES: IT IS MUTUALLY UNDERSTOOD, AGREED BY AND BETWEEN PARTIES, OF THIS CONTRACT THAT TIME IS OF THE ESSENCE OF THE CONTRACT. IN THE EVENT THAT THE CONTRACTOR SHALL FAIL TO COMPLETE THE WORK TO BE PERFORMED UNDER THIS CONTRACT BY AND AT THE COMPLETION TIME STATED IN THE PROPOSAL, THE CONTRACTOR SHALL PAY UNTO THE OWNER AS AND FOR THE LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF \$ 0 FOR EACH CALENDAR DAY THEREAFTER AS PROVIDED IN THE GENERAL CONDITIONS TIME AND COMPLETION THAT THE CONTRACTOR IS IN DEFAULT. EXTENTIONS OF TIME GRANTED BY THE OWNER IN ACCORDANCE WITH THE PROVISIONS THE *DELAYS AND EXTENSIONS OF TIME* PROVISIONS PARAGRAPH AND SHALL NOT OPERATE TO THE CONTRARY, UNLESS SUCH EXTENSIONS GRANTED BY THE OWNER SPECIFICALLY PROVIDE FOR THE WAIVING OF LIQUIDATED DAMAGES DURING AND OVER SUCH PERIOD OF TIME EXTENSION.

LIQUIDATED DAMAGES WILL BE WAIVED FOR AND DURING THE EXTENT OF ANY DELAY CAUSED BY THE INABILITY OF THE CONTRACTOR TO OBTAIN MATERIALS OR EQUIPMENT BY REASON OF FEDERAL EMBARGOES, PRIORITY ORDER OR OTHER RESTRICTIONS IMPOSED BY THE UNITED STATES GOVERNMENT, PROVIDED THAT ADEQUATE EVIDENCE IS PRESENTED BY THE CONTRACTOR TO PROVE SUCH DELAY AND TO ENABLE THE OWNER TO DETERMINE WITH EXACTNESS THE EXTENT AND DURANTION OF SUCH DELAY FOR EACH ITEMS OF MATERIAL AND EQUIPMENT INVOLVED.

THE OWNER SHALL HAVE THE RIGHT TO DEDUCT SAID LIQUIDATED DAMAGES FROM ANY MONIES IN HIS/HER HANDS, OTHERWISE DUE, OR TO BECOME DUE TO SAID CONTRACTORS, OR TO CLAIM FOR AND RECOVER COMPENSATION FOR DAMAGES FOR NON-PERFORMANCE OF THIS CONTRACT AT THE TIME STIPULATED HEREIN AND PROVIDED FOR.

DELAYS AND EXTENSIONS OF TIME: THE CONTRACTOR EXPRESSLY COVENANTS AND AGREES THAT IN UNDERTAKING TO COMPLETE TH 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 OR DELAYED SHIPMENT ORDERS, OR BY ANY CHANGES, ADDITIONS, OR OMISSIONS THEREIN ORDERED IN WRITING BY THE OWNER OR BY THE ABANDONMENT OF TH WORK BY MEN ENGAGED HEREON THROUGH NO FAULT OF THE CONTRACTOR, OR BY EMBARGOES, ETC, WHICH WOULD AFFECT THE FABRICATION OR DELIVERY OF MATERIALS AND/OR EQUIPMENT TO THE WORK, OR BY DELAYS CAUSED BY COURT PROCEEDINGS, THE CONTRACTOR SHALL HAVE NO CLAIMS FOR DAMAGES FOR ANY CAUSE OR DELAY, BUT HE/SHE 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. **IF APPLICABLE, CONTRACTOR MUST ALSO FURNISH THE AFFIDAVIT OF WAGES PAID FOR HIMSELF AND ALL SUBCONTRACTORS TO THE CITY OF GALLUP (OWNER) PRIOR TO FINAL PAYMENT BEING RELEASED.** 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 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 HIMSELF 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 DOUBT 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 COMPETITION 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 INPECTION 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.

BIDDERS QUALIFICATION STATEMENT
(ATTACH ADDITIONAL PAGES AS NECESSARY)

PROJECT TITLE: _____
SUBMITTED BY: _____
(Print or Type Name of Bidder)
ADDRESS: _____

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 your 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. 1915

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 sublet or 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. 1915

Project: ASPHALT REMOVAL AND REPLACEMENT, CITY OF GALLUP ELECTRIC DEPT YARD

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).

Gentlemen: 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 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 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 Fifteen (15) days of Notice of Award.

Liquidated Damages: Liquidated damages in the amount of \$ 0 per day shall be assessed for every calendar day past the stated completion date.

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

Wages will be paid in accordance with the State of New Mexico wage rates as required by statute.

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 16-17
- Subcontractor’s Listing (1 Page, attach additional pages if needed), Page 18
- Proposal Form for Contract (2 Pages), Page 19
- Price Proposal Forms, Page 25
- Bid Bond (5%) (2 Pages), 26-27
- 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), This Page 20

SCOPE OF WORK

FORMAL BID NO. 1915

Project: ASPHALT REMOVAL AND REPLACEMENT-CITY OF GALLUP ELECTRIC DEPT YARD

The City of Gallup Electric Yard is located at 1900 Warehouse Lane, Gallup NM and is comprised of one parcel, encompassing approximately 2.23 acres and has been utilized for the storage of out of service electrical transformers and other out of service equipment for quite some time. Removal of such equipment has been completed and stained surface soils and subsurface soils have been tested to determine if the former storage activities impacted the site. Based on analytical results, it appears there have been limited impacts above the NMED SSLs to the surface soils and shallow subsurface soil. Test results are completed and are attached to this solicitation as EXHIBIT A.

The City is seeking services for the removal and disposal of current asphalt and sub base, grade and prep site and the replacement of new asphalt to include 6" gravel base course and 4" asphalt paving of the proposed site. Services shall include labor, materials, equipment, mobilization, demobilization, licenses, permits, bonds etc. All and any equipment currently on proposed site will be removed prior to project start date. Please see EXHIBIT B for the dimensions and aerial view of proposed site; a site visit may be arranged and is recommended prior to bid due date.



BID PROPOSAL FORM
FORMAL BID NO. 1915
(FOR LUMP SUM CONTRACT ONLY)

THE BIDDER AGREES TO PERFORM ALL THE WORK AS DESCRIBED IN THE GENERAL CONDITIONS AND PLANS IF APPLICABLE TO PROVIDE **ASPHALT REMOVAL AND REPLACEMENT-CITY OF GALLUP ELECTRIC YARD** FOR THE FOLLOWING LUMP SUM:

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 BID (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 Number

City, State, Zip

Email Address

D.W.S. Registration No.

N.M. Contractor's License No.

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

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate 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 construction 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 (its 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 herefore 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: _____

Alfred Abeita, City Clerk

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 construction 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, this _____ 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 construction 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, 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: City of Gallup,
(Insert name of Contract as it appears in the Bidding Documents)

Project: Asphalt Removal and Replacement-City of Gallup Electric Yard

OWNER's Contract No. City of Gallup, Formal Bid 1915

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
City of Gallup,

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

The Contract Price of your Contract is _____

Proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within Fifteen (15) days of the date of this Notice of Award, that 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 deliver to the OWNER (with copies to Engineer and other identified additional insured's) certificates of insurance with the City named as additional insured 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
6. Furnish a copy of the Statement of Intent to Pay Prevailing Wages **from your firm and from all subcontractors, to the City of Gallup.**

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)

ADDRESS¹: _____

Contract: _____
(Insert name of Contract as it appears in the Bidding Documents)

Project: Asphalt Removal and Replacement-City of Gallup Electric Yard

OWNER's Contract No. Formal Bid 1915

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)