



# **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](http://gallupnm.gov/purchasing)

## **INVITATION TO BID FORMAL BID NO NO. 1624**

### **GALLUP SKATEPARK**

**ISSUE DATE: October 1, 2016**  
**BID OPENING DATE: November 1, 2016**  
**BID OPENING TIME: 2:00 p.m. Local Time**

#### **Notes:**

Quantities may be increased or decreased  
within reasonable amounts

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

## ADVERTISEMENT FOR BIDS

### Project Name: Gallup Skatepark Formal Bid No. 1624

Sealed bids will be received in the office of the City of Gallup Purchasing Office 110 West Aztec, Gallup, **New Mexico 87301** for the project described herein no later than 2:00 p.m. local time on **Tuesday, November 1st, 2016**, immediately after which a public opening and reading of bids received will occur. Delivery of bids is the sole responsibility of the Bidder. The bids will be considered by the City following the opening of the bids, and an award of the Contract, if made, will be within thirty (30) consecutive calendar days after the Bid Opening.

For Instructions to Bidders, bidding forms, and other contract documents, including plans, etc. to be used in connection with the submission of bids ("bidding documents"), the prospective Bidders are invited to contact the Landscape Architect listed below. A **\$150.00** deposit will be required for each set of bidding documents. This deposit is refundable provided the bidding documents are returned in usable condition within ten (10) consecutive calendar days after the Bid Opening. Portions of bidding documents may be purchased at the cost of reproduction.

A Pre-Bid Conference will be held on **Tuesday, October 11<sup>th</sup> at 1:00pm local time** At the City of Gallup Purchasing Office 110 West Aztec, Gallup, New Mexico, 87301. Attendance at the Pre-Bid Conference for this project **is recommended but non-mandatory** to qualify to submit a Bid Proposal.

#### Description of Work:

Construction of a concrete skatepark including: demolition, poured-in-place concrete, skatepark features, and landscape gravel.

#### Name, Address, Phone # of Landscape Architect:

MRWM Landscape Architects, Ltd.  
210 La Veta NE, Albuquerque, NM 87108  
(505) 268-2266

Advertised In **Gallup Independant** on: For the City of Gallup  
October 1, 2016 Gallup, New Mexico

Advertised In **Albuquerque Journal** on: For the City of Gallup  
October 2, 2016 Gallup, New Mexico

## GENERAL CONDITIONS

FORMAL BID NO. 1624

**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 **NOVEMBER 1, 2016** 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.

**COPIES OF PLANS:** COPIES OF THE PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM: MRWM Landscape Architects, 210 La Veta NE, Albuquerque, NM 87108 (505) 268-2266. THERE IS A \$150.00 REFUNDABLE CHARGE FOR THE PLANS. COMPLETE SETS OF PLANS MUST BE RETURNED WITH TEN (10) DAYS OF BID AWARD AND BE IN GOOD CONDITION.

**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.

**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.

**COMMENCEMENT AND COMPLETION:** THE CONTRACTOR SHALL FULLY COMPLETE THE PROJECT WITHIN 120 DAYS AFTER NOTICE TO PROCEED.

**INSPECTION:** THE ENGINEER, ARCHITECT 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:** 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. CONTRACTOR AND ALL TIERS OF SUBCONTRACTORS WILL SUBMIT CERTIFIED WEEKLY PAYROLLS TO THE CITY OF GALLUP (BI-WEEKLY), AND THE PUBLIC WORKS DIRECTOR IF REQUESTED.

**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 ENFORCEMENTFUND 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 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.

**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 **FIFTEEN (15) 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](mailto:frodriquez@gallupnm.gov) (EMAIL). **QUESTIONS REGARDING THE SPECIFICATIONS AND SCOPE OF WORK SHOULD BE DIRECTED TO THE ARCHITECT: MRWM Landscape Architects, 210 La Veta NE, Albuquerque, NM 87108. Phone (505) 268-2266 email gmiller@mrwmla.com.** QUESTIONS SUBMITTED LESS THAN 6 DAYS PRIOR TO BID OPENING, OR AFTER October 26, 2016, 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.

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FORMAL BID NO. 1624  
OCTOBER 1, 2016

FOR INFORMATION ON NEW MEXICO RESIDENT CONTRACTOR CERTIFICATION PLEASE CALL 505-827-0951 OR TO DOWNLOAD APPLICATIONS, GO TO: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV) , SELECT "BUSINESSES" AND CLICK ON "IN-STATE PREFERENCE CERTIFICATION" UNDER "POPULAR INFORMATION" CAPTION.

**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.

**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.

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**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 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: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV), select "Business" in top left hand corner, click on "In-State Preference Certification" under "Popular Information" caption.

**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:** 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

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 CITY OF GALLUP. THE ENGINEER 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. **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.

**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. **CONTRACTOR MUST ALSO FURNISH THE AFFIDAVITT 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.

**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.

**QUALIFICATIONS:** Due to the specialty nature of portions of the construction included in the contract, only bids from the Contractors or any Skatepark Subcontractors that meet or exceed the minimum experience level and qualifications as presented herein will be considered. Bids submitted by Contractors that do not meet those requirements may be rejected.

Provide the name and address of the Contractor and any Skatepark Subcontractors performing the work.

Provide the name of the Contractor's and any Skatepark Subcontractor's project field superintendent(s) proposed for the construction of the project. The field superintendent(s) shall have been on site continuously, in charge of and personally supervised the construction and successful completion of at least three (3) projects of a similar nature with a dollar amount of \$250,000.00 or more per project in the last five (5) years. The Contractor's field superintendent shall be on site continuously and in responsible charge during the construction of the project. The Skatepark Subcontractor's field superintendent shall be on site and in responsible charge during the construction of that portion of the project. Projects of a similar nature shall be interpreted as concrete skatepark projects with comparable complexity of grading, formwork, concrete placement, and concrete finishing.

The experience of the project field superintendent(s) must be submitted on the Bidder/Subcontractor Qualification Form which provides an outline to summarize experience with projects of a dollar amount of \$250,000.00 or more. Provide a tabular summary of experience of the project field superintendent(s) including names of projects; locations of projects; dates of installation; both employer's and Owner's names; contact names (for referrals), addresses, and phone numbers; description of project; and construction cost.



8. List name and construction experience of the principals in your organization, including officers and field superintendent(s):

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. 1624**

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. 1624

Project: GALLUP SKATEPARK

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 \$250.00 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:**

AMENDMENT No. 1:            <sup>Initials</sup> 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 14-16
- Subcontractor's Listing (1 Page, attach additional pages if needed), Page 17
- Price Proposal Forms, Pages, 20-23
- Bid Bond (5%) (2 Pages), 24-25
- 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 19



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

### Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).



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- Make certain the Public Works Apprenticeship and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprenticeship and Training Fund.

## **Additional Information**

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: [http://www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

## **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at [public.works@state.nm.us](mailto:public.works@state.nm.us) or call (505) 841-4400.

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

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
<b>Electricians (outside)</b>		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
<b>Laborers</b>		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
<b>Operators</b>		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
<b>Truck Drivers</b>		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

**NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).**

**BID PROPOSAL FORM  
FORMAL BID NO. 1624**

THE BIDDER AGREES TO PERFORM ALL THE WORK AS DESCRIBED IN THE GENERAL CONDITIONS AND PLANS TO PROVIDE GALLUP SKATEPARK FOR THE FOLLOWING SUM:

**Base Bid - Unit Prices**

<b>Bid Item #</b>	<b>Item Description</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Furnish, install, and maintain project construction fencing, complete in place.	1	LS		
2	Remove and dispose of existing concrete curb, complete.	564	LF		
3	Remove and dispose of existing concrete slab, complete.	1	LS		
4	Remove and dispose of existing concrete curb and gutter, complete.	87	LF		
5	Remove and dispose of existing asphalt paving, including sawcut edge, complete.	19,736	SF		
6	Remove and dispose of existing tree, including stump grinding, complete.	3	EA		
7	Remove and dispose of shrub, complete.	8	EA		
8	Remove and dispose of light pole, including footing and disconnection of electrical supply, complete.	2	EA		
9	Remove and dispose of railroad track, complete.	1	LS		
10	Remove and dispose drain inlet, including capping drain line, complete.	1	LS		
11	Remove and dispose of gravel, complete.	2,9909	SF		
12	Grading, including rough grading and fine grading, complete	1	LS		

<b>Bid Item #</b>	<b>Item Description</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
13	4" thick concrete sidewalk pavement, complete in place.	714	SF		
14	Concrete header curb, complete in place.	345	LF		
15	3" gravel mulch, complete in place	9,914	SF		
16	Concrete mountable curb, complete in place.	48	LF		
17	Parking lot striping including white stall lines, ADA parking stall lines, and ADA symbols, complete in place.	1	LS		
18	4" drain line including connection to existing storm drain line, complete in place	222	LF		
19	12" area drain, complete in place.	2	EA		
20	Skatepark concrete paving, complete in place.	9,015	SF		
21	Skatepark perimeter footing, complete in place.	938	LF		
22	Skatepark concrete transition ramp including steel coping, complete in place.	1	LS		
23	Skatepark concrete flat ramp, complete in place.	1,410	SF		
24	Skatepark concrete eight stair, complete in place.	1	LS		
25	Skatepark concrete sloped ledge at double set including steel edge, complete in place.	1	LS		
26	Skatepark concrete bench including steel edge, complete in place.	1	LS		
27	Skatepark flat rail, complete in place.	1	LS		
28	Skatepark concrete turn down edge including steel edge, complete in place.	26	LF		
29	Skatepark concrete retaining wall, complete in place.	66.5	LF		
30	Skatepark pole jam, complete in place.	1	LS		

Bid Item #	Item Description	Est. Qty	Unit	Unit Price	Amount
31	Skatepark rail at 8 stair including steel edge, complete in place.	1	LS		
32	Skatepark hubba at 8 stair including steel edge, complete in place.	1	LS		
33	Skatepark double set (steps) including steel edge, complete in place.	1	LS		
34	Skatepark step up bank including steel edge, complete in place.	1	LS		
35	Skatepark rail/curb at double set, complete in place.	1	LS		
36	Skatepark two stair including steel edge, complete in place.	1	LS		
37	Skatepark outtrail including concrete curb, complete in place.	1	LS		
38	Skatepark slappy hubba including steel edge, complete in place.	1	LS		
39	Skatepark volcano ramp including embedded boulder and steel coping, complete in place.	1	LS		
40	Skatepark floating ¼ pipe including steel edge, complete in place.	1	LS		
41	Skatepark bench and bank w/ curb including steel edge, complete in place.	1	LS		
42	Skatepark flat down rail, complete in place.	1	LS		
43	Skatepark guard rail, complete in place.	66.5	LF		
44	Skatepark A-frame gap, complete in place.	1	LS		
45	Skatepark A-frame ledge including steel edge, complete in place.	1	LS		
46	Skatepark A-frame rail, complete in place.	1	LS		
47	Skatepark Belmont ledge including steel edge, complete in place.	1	LS		
48	Skatepark curb at perimeter ftg., complete in place.	91	LF		
49	Skatepark landscape boulder, complete in place.	27	EA		

Bid Item #	Item Description	Est. Qty	Unit	Unit Price	Amount
50	Skatepark bench, complete in place.	2	EA		
51	Skatepark big blocks/boulder including steel edge and embedded boulder, complete in place.	1	LS		
52	Skatepark target symbol, complete in place.	1	LS		
53	Surveying	1	LS		
54	Mobilization (not to exceed 5% of above Subtotal)	1	LS		

- a) **Base Bid** – Subtotal of Bid Items No. 1 through 54 \$ \_\_\_\_\_
- b) **Allowances:**  
 Materials Lab Testing \$ 8,000.00  
**Total Allowances:** \$ 8,000.00
- c) **Subtotal** – Line a) Base Bid subtotal plus Line b) Allowances: \$ \_\_\_\_\_
- d) **New Mexico Gross Receipts Tax (NMGRT)**  
 on amount on Line c) Subtotal at 8.3125%: \$ \_\_\_\_\_
- e) **BASE BID TOTAL** – Line c) Subtotal plus Line d) NMGRT: \$ \_\_\_\_\_

\_\_\_\_\_ Dollars  
 (Base Bid Total amount written in 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

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 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)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate 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: \_\_\_\_\_

\_\_\_\_\_  
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: City of Gallup,

OWNER's Contract No. City of Gallup,

---

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 \_\_\_\_\_

7 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 10 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

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 7 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)

ADDRESS<sup>1</sup>: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

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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)

## SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following Technical Specifications are hereby made a part of the Contract Documents.

<u>Spec Section</u>	<u>Title/Description</u>
02778	Cast in Place Concrete
03100	Concrete Formwork
03200	Concrete Reinforcement
03361	Air Placed Concrete (Shotcrete)

## SECTION 02778 – CAST IN PLACE CONCRETE

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. The work of this section consists of constructing concrete slabs, ledges, and skatepark elements.

#### 1.2 SUBMITTALS

- A. Contractor's intended design mix.
- B. In compliance with Paragraph 5.3.2 of ASTM C94-90, furnish statement of composition of concrete mix and evidence that mix meets specified quality.

#### 1.3 QUALITY ASSURANCE

- A. Density testing shall be the responsibility of the Contractor at no additional expense to the Owner.
- B. Contractor shall arrange and pay for concrete tests to be made by an independent testing laboratory acceptable to the Landscape Architect. Laboratory shall take, prepare, and cure samples, and do all field and laboratory testing. Promptly submit five copies of test reports to the Landscape Architect. Testing shall comply with ASTM C94-90.
  - 1. Strength Tests: Strength tests shall be made from each 100 cubic yards of concrete or fraction thereof each day. For each test, three cylinders shall be molded, one to be used for a 7-day test.
  - 2. Air Content and Slump Tests: At the time samples are taken for strength tests, the laboratory shall make slump and air content tests.
- C. Construct a 4-foot-square sample of slab, to show surface texture, color, joints, and general appearance of acceptable work. No work shall be performed until the sample has been approved and becomes the standard of comparison for acceptability of all work. Do not alter, move, or destroy sample until the work is completed.

#### 1.4 PROJECT CONDITIONS:

- A. Place concrete only when temperatures are above 35 degrees F, unless it is protected from freezing.

### PART 2 -PRODUCTS

#### 2.1 SELECT FILL

- A. Dense, readily compactible material, free from vegetable matter and lumps of clay. Excavated material that meets this requirement may be used if approved.

#### 2.2 CONCRETE

- A. Materials: Materials, including cement, aggregates, water, and admixtures, shall meet the requirements of ASTM C94-90.

1. Cement: Type I.
  2. Coarse Aggregate: Maximum size, 1-inch for hand methods, 3/4-inch for slip-form construction, and 1/2-inch for extruded curbs. For machine placed concrete, Contractor may, with Landscape Architect's approval, modify the aggregate grading specified in ASTM C94-90 to meet the recommendations of the manufacturer of the machine.
- B. Slump:
1. Concrete slab, ledges and skatepark elements: Maximum 4 inches.
- C. Strength: 4,000 psi at 28 days.
- D. Manufacture and Delivery: Measurement of materials, batching, mixing, transporting, and delivery shall be as specified in ASTM C94-90. Discharge concrete into forms within 1-1/2 hours after introduction of water to cement. When temperature of concrete is 85 degrees F or above, the time between introduction of water to cement and complete discharge of concrete into forms shall not exceed 45 minutes.
- E. Air Entraining Admixture: ASTM C260-86. No chlorides will be permitted.
- F. Other admixtures complying with ASTM C494-86 or ASTM C618-89a may be used with approval of Landscape Architect. No chlorides will be permitted.
- 2.3 EXPANSION JOINT FILLERS
- A. ASTM D994-71, preformed bituminous type, 1/2-inch thick.
- 2.4 MORTAR
- A. One part portland cement and two parts fine aggregate.
  - B. Waterproof paper, polyethylene sheet, clean burlap, cotton mats, or other approved material that will not cause stain or discoloration.

### **PART 3 -EXECUTION**

- 3.1 PREPARATION OF SUBGRADE
- A. Excavate to required depth. Remove soft, yielding material and replace with select fill. Compact to a density of not less than 95 percent of the maximum density as determined by AASHTO T99-86, Method D.
- 3.2 MAINTENANCE OF SUBGRADE
- A. Maintain subgrade in a compacted condition until concrete is placed.
- 3.3 FORMS
- A. Metal or uniform warp-free lumber, coated with form release agent. Grade forms to give slabs positive drainage and stake securely. Obtain approval of alignment and grade before placing concrete.
- 3.4 PLACING:

- A. Concrete shall be formed, placed, vibrated, and finished by hand using conventional methods. .
- B. Place concrete on moistened subgrade monolithically between construction joints. Deposit to full depth in one operation. Consolidate immediately. After depositing concrete, screed and darby or bullfloat.

### 3.5 FORM REMOVAL

- A. Remove forms within 24 hours after concrete placement. Repair minor defects with mortar. Plastering will not be permitted on exposed faces.

### 3.6 SLAB FINISHING

- A. After darbying or bullfloating, stop finishing until bleeding has ceased and until concrete can support foot pressure with only about 1/4-inch indentation. Edge and joint, then float the slab. Use steel trowel to densify and finish surface.
- B. All concrete shall have a hard trowel finish (12 passes). The surface shall be free of rough and porous areas, irregularities and depressions, resulting from improper handling of the trowel.

### 3.7 JOINTS

- A. Construct joints true to line with faces perpendicular to surface.
  - 1. Expansion Joints: Separate walks from walls, stairways, and other structures, using expansion joint fillers. Locate as shown on the plans.
  - 2. Contraction (Control) Joints: Space joints as shown on plans to a depth of one-fourth the slab thickness. Contraction joints shall be sawn.

### 3.8 CURING

- A. Using curing compound or curing materials, thoroughly cure and protect concrete keeping the surface moist for 7 days. Cure slabs with integral color in accordance with instructions of the pigment manufacturer. On exposed aggregate slabs or slabs with integral color, do not use polyethylene or paper sheeting.

### 3.9 FIELD QUALITY CONTROL

- A. Surfaces shall not vary more than 1/8" inch when tested with a 10-foot straightedge. Grinding surfaces will not be an acceptable means of remedying irregularities in the finish.

## **PART 4 -MEASUREMENT AND PAYMENT**

### 4.1 ALL CONCRETE ELEMENTS

- A. Measurement will be the number of square feet of actual length and specified width. Payment will be made at the percentage of completion.

END OF SECTION

## SECTION 03100 - CONCRETE FORMWORK

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. This section includes formwork for cast-in-place concrete and installation of embedded items. Design and construct formwork, shoring, and bracing to meet design and code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Reinforcement - Section 03200
- B. Cast-In-Place Concrete - Section 02778

#### 1.03 QUALITY ASSURANCE

##### A. Reference Standards:

- 1. American Society for Testing and Materials (ASTM)
  - a. ASTM D 226-97a Standard Specification for Asphalt - Saturated Organic Felt used in Roofing and Waterproofing".
  - b. ASTM D 1751-83 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- 2. American Concrete Institute (ACI)
  - a. ACI 301-96 Specifications for Structural Concrete for Buildings.
  - b. ACI 347-94 Recommended Practice for Concrete Formwork.
- 3. PS 1 – Construction and Industrial Plywood.

#### 1.04 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01300 when formwork is critical to appearance of placed concrete. Indicate pertinent dimensions, materials, and arrangement of joints and ties.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle materials in accordance with accepted practice.

- B. Deliver form materials in manufacturer's packaging with installation instructions.
- C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Forms for Exposed Finish Concrete: Plywood complying with U.S. Product Standard PS-1-83 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better or metal, metal-framed plywood or other acceptable panel-type materials. Plywood shall be mill-oiled and edge-sealed, with each piece bearing legible inspection trademark. Furnish in largest practicable sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
- B. Forms for Unexposed Finish Concrete: Use plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Forms for Round Piers or Columns: One-piece, disposable fiber forms or approved equal.
- D. Void Forms: Wax treated fiber board, 4" height, designed to resist 1000 psf pressure.
- E. Form Coatings: Commercial formulation that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- G. Preformed Construction Joint: 24 gage steel, galvanized, shaped to form a continuous tongue and groove key.
- H. Preformed Control Joint: Rigid plastic or metal strip with removable top section.
- I. Expansion Joint Material: Asphalt saturated fiberboard, 1/2" thick, meeting the requirements of ASTM D 1751.
- J. Felt: Asphalt-saturated organic felt, weighing 30 pounds per 100 square feet, meeting the requirements of ASTM D 226.
- K. Form Ties: Removable metal of adjustable length; cone type; free of defects that will leave holes no larger than 1-1/4 inch diameter in concrete surface.

## **PART 3 EXECUTION**

### **3.01 COORDINATION**

- A. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel. Set screeds accurately. Embedded items shall be accurately

aligned and adequately supported. Verify installation of mechanical, plumbing, and electrical items to be embedded in concrete. Correct any unsatisfactory condition before proceeding further.

### 3.02 PREPARATION

- A. Remove loose dirt prior to placing concrete.
- B. Arrange and assemble formwork to permit stripping, so that concrete is not damaged during its removal.

### 3.02 INSTALLATION

- A. Formwork: Formwork shall support vertical and lateral loads that are applied until such loads can be supported by concrete structure. Formwork shall be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials. Construct forms to sizes, shapes, lines and dimensions shown. Perform surveys to obtain accurate alignment. Provide for recesses, chamfers, blocking, anchorages, inserts, and other features required in work. Select materials to obtain required finishes. Butt joints solidly and provide backup at joints to prevent leakage of cement paste.
- B. Chamfer Strips: Provide at exposed corners and edges as shown in the plans.
- C. Form Ties: Use factory fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal.
- D. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris before concrete is placed. Retighten forms and bracing after concrete placement as required to eliminate mortar leaks and maintain proper alignment.
- E. Form Coating: Coat contact surfaces of forms with a form-coating compound before reinforcement is placed. Thin form-coating compounds with thinning agent and apply as specified in manufacturer's instructions. Do not allow excess form-coating material to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed.

### 3.03 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set anchorage devices and other embedded items accurately. Use setting drawings, diagrams, templates and printed instructions provided by supplier. Secure embedded items such that they are not displaced during placement of concrete.

### 3.04 JOINTS

- A. Construction Joints: Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure. Place construction

joints perpendicular to the main reinforcement. Continue reinforcement across construction joints unless noted otherwise.

- B. Keyways: Provide keyways at least 1-1/2" deep in construction joints in walls and slabs.
- C. Preformed Construction Joint For Slabs on Grade: Secure with galvanized steel stakes, 1/8" thick by 1-1/8 inches wide with 1/2" deep rib and tapered point. Splice adjoining joints with 24 gage steel, galvanized splice plates.
- D. Isolation Joints in Slabs on Grade: Construct isolation joints in interior slabs using 30 lb. felt. Provide isolation joints at points of contact between slabs on grade and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated. Construct isolation joints on exterior slabs abutting vertical surfaces with 1/2" thick expansion joint material.
- E. Control Joints in Slabs-on-Grade:
  - 1. Preformed Strip: Insert premolded rigid plastic, or metal strip into fresh concrete. Cut groove for strip using 10 foot long straight edge cutting tool. Depths of strip shall be one fourth of slab thickness. Press strip into groove such that top of strip is level with the concrete surface. Pull off removable top section, if any, prior to troweling.
  - 2. Saw Cut: Contractor may saw cut control joints instead of using preformed strips. Saw cut joints shall be 1/8 inch wide. Saw cut depth should equal 1/3 of slab depth. Cut joints after concrete has hardened sufficiently to prevent raveling; usually 4 to 12 hours after slab has been cast and finished. Use diamond or silicone-carbide blades.
- F. Control Joints in Walls: Create weakened planes in cantilevered retaining walls at 25 feet on center. Use preformed strips, placed vertically, full height in each face of wall. Depth of strips shall be one inch.

### 3.05 REMOVAL OF FORMWORK

- A. General: Prevent excessive deflection, distortion, and damage to concrete when forms are stripped. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- B. Formwork and supports at sides of concrete shall remain in place for 72 hours after concrete placement or until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. This period represents cumulative number of hours, not necessarily consecutive, during which the temperature of the air surrounding the concrete is above 50 degrees F. Formwork and shoring which support the weight of concrete shall not be removed until concrete has attained 75% of required 28 day compressive strength.
- C. Ensure safety of the structure. Do not superimpose any load on concrete until forms are removed and concrete is cured.

3.06 RE-USE OF FORMS

- A. General: Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are intended for successive concrete placement, thoroughly clean surfaces and remove fins and laitance. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.
- C. During cold weather, remove ice and snow from forms. Do not use de-icing salts. Do not use water to clean out completed forms, unless formwork and construction proceed within heated enclosure. Use compressed air to remove foreign matter.

**END OF SECTION**

## SECTION 03200 - CONCRETE REINFORCEMENT

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. This section includes fabrication and installation of deformed bar and welded wire fabric reinforcing steel.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Formwork - Section 03100.
- B. Cast In Place Concrete - Section 02778
- C. Shotcrete – Section 03361

#### 1.03 QUALITY ASSURANCE

##### A. Reference Standards:

- 1. American Concrete Institute (ACI)
  - a. ACI 301-96 Specifications for Structural Concrete for Buildings.
  - b. ACI 315-92 Details and Detailing of Concrete Reinforcement.
  - c. ACI 318-85 Building Code Requirements for Reinforced Concrete.
- 2. American Society for Testing and Materials (ASTM)
  - a. ASTM A 82-95 Standard Specification for Steel Wire, Plain, For Concrete Reinforcement
  - b. ASTM A 185-94 Standard Specification for Steel Welded Steel Wire Fabric, Plain, for Concrete Reinforcement
  - c. ASTM A 615/  
A 615M-95b Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- 3. Concrete Reinforcing Steel Institute (CRSI).
  - a. Manual of Standard Practice - 1992 Edition.

#### 1.04 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for reinforcing steel. Comply with ACI 315 requirements showing layout, bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of reinforcing steel. Shop Drawings shall not be made by reproduction of the Contract Drawings.

## **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60. Stirrups and ties may be Grade 40.
- B. Welded Wire Fabric: ASTM A 185, flat sheets.
- C. Steel Wire: ASTM A 82, 16 gage, annealed type.
- D. Supports for Reinforcing Steel: Wire bar type and precast concrete block type meeting the requirements of CRSI Manual of Standard Practice.
- E. Fibrous Reinforcing: 100 percent virgin polypropylene fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete reinforcement at a minimum of 0.1% by volume for the control of cracking due to drying shrinkage and thermal expansion/contraction.

### 2.02 FABRICATION

- A. Fabricate reinforcing steel in accordance with fabricating tolerances in ACI 315.
- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings. Unless noted otherwise, provide lap splices of 30 bar diameters or 18" minimum length.
- C. Do not fabricate reinforcing steel until shop drawings are approved.

## **PART 3 EXECUTION**

### 3.01 PLACING BAR SUPPORTS

- A. General: Provide bar supports meeting the requirements of CRSI Specification for Placing Bar Supports.
- B. Slabs-on-grade: Use supports with sand plates or precast concrete blocks or horizontal runners where base material will not support chair legs.

### 3.02 PLACING REINFORCING STEEL

- A. General: Comply with CRSI Code of Standard Practice for "Placing Reinforcing Bars".

- B. Clean reinforcing steel of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcing steel against displacement by formwork, construction, or concrete placement operations. Place reinforcing steel to obtain minimum coverages. Arrange, space and securely tie bars and bar supports to hold reinforcing steel in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- D. Concrete Cover:
  - 1. Concrete cast against and permanently exposed to earth 3"
  - 2. Concrete exposed to earth or weather:
    - Bars larger than No. 5 ..... 2"
    - Bars No. 5 or smaller ..... 1 1/2"
  - 3. Columns or piles ..... 1 1/2"
- E. Rebar Splices: Locate at points of minimum stress or as shown on contract drawings. Unless noted otherwise, provide lap splices 30 bar diameters or 18" minimum length.
- F. Welded Wire Fabric Splices: Lap one complete wire spacing.
- G. Corner Reinforcing: Provide corner bars of same size and spacing as horizontal reinforcing steel. Lap with horizontal reinforcing 30 bar diameters or 18" minimum length.
- H. Reinforcing at Construction/Control Joints: Continue reinforcing steel through construction joints unless noted otherwise. Discontinue reinforcing steel 2 inches from preformed construction joints in slabs-on-grade. Cut alternate longitudinal bars at weakened plane control joints in walls.
- I. Fibrous Reinforcing:
  - 1. Add fibrous concrete reinforcement to concrete materials at the time concrete is batched in amounts in accord with approved submittals for each type of concrete required.
  - 2. Mix concrete in strict accord with fiber reinforcement manufacturer's instructions and recommendations for uniform and complete distribution.

**END OF SECTION**

## AIR PLACED CONCRETE (SHOTCRETE)

## 1 1. PART 1 DESCRIPTION

The requirements of Division 0 and Division 1 apply to this section also.

## 1.1 DESCRIPTION

Work included:

1. Setting ground wires and checking reinforcing steel.
2. Removal of rebound.
3. Rodding and finishing of shotcrete surfaces.
4. Curing, protection, cleaning and patching of shotcrete surfaces.
5. Control and cold joints.
6. Any work incidental or reasonably necessary for proper completion of this work.
7. Related Work Specified Elsewhere.
8. Demolition and preparation of surfaces.
9. Fabrication, furnishing and placement of reinforcing steel.
10. Separately applied finish materials attached or bonded to the surfaces of this work.
11. Placing flashing in and encapsulating reinforcement, anchors, bolts, frames, inserts and miscellaneous hardware.
12. Construction and removal of forms and shoring for shotcrete.

Definitions:

1. Shotcrete: Any air-placed, wet- or dry-mix concrete or mortar.
2. Dry-mix (Gunitite): A dry, homogeneous mixture of Portland cement and sand mixed at the jobsite and conveyed by air through a flexible tube to a nozzle where it is hydrated and then propelled by air pressure to its final placement position.
3. Wet-mix: A homogeneous mixture of Portland cement, aggregates and water furnished as ready-mix and pumped in a plastic state to a nozzle where it is propelled by air pressure to its final placement position.

## 1.2 QUALITY ASSURANCE

A. Codes:

1. Uniform Building Code (UBC), 1997 Edition, published by International Conference of Building Officials.

B. Standards:

1. American Society of Testing and Materials (ASTM):
  - (a) ASTM C 33-86 Concrete Aggregates
  - (b) ASTM C 39-86 Compressive Strength of Cylindrical Concrete Specimens
  - (c) ASTM C 42-84s Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

(d) ASTM C 150-86 Portland Cement

C. Sampling and Testing:

1. At least three (3) cores of each mix of shotcrete used in each days' placement shall be taken for each 100 cubic yards, or fraction thereof, placed, not sooner than four (4) days after it is placed. Prepare and test specimens in accordance with ASTM C 39 and ASTM C 42. Location of samples will be designated by Engineer. Size shall be 6 inch in diameter and as follows:
  - (a) Shotcrete applied over forms: Full thickness or 12 inches, whichever is less.
2. Test cores that contain shotcrete-masonry or shotcrete-concrete bond interfaces for both shear and compression. Test for shear first, then test remaining shotcrete portion for compression. Core specimens that contain shotcrete only shall be tested for compressive strength only.
  - (a) Cores that originally contained shotcrete only and that are not long enough to provide an h /d ratio of at least 1 to 1 shall be dressed to a cube for testing.
  - (b) Test one (1) specimen of each set at 7 days. Objective minimum strengths shall be: Shear - 60 PSI; Compression 1800 PSI.
  - (c) Test two (2) specimens of each set at 28 days. Objective minimum strengths shall be (average):.Shear - 100 PSI; Compression - 4000 PSI.
3. Inspections:
  - (a) All placement shall be continuously inspected Landscape Architect qualified for shotcrete inspections and accepted by Structural Engineer. He shall also inspect all preparations for this work, placement of reinforcement and finishing and curing.
  - (b) All equipment is subject to inspection and approval by Landscape Architect.
  - (c) Mix Design: Laboratory mix design for wet-mix shotcrete is required.

1.3 ENVIRONMENTAL CONDITIONS

No shotcrete shall be placed if there is a possibility of the ambient temperature falling below 32°F (0°C) or rising above 100°F (3 8°C) in the succeeding 24-hour period.

1.4 WORKMANSHIP

- A. Shotcrete Applicator: Shall be a member of the Gunitite Contractor's Association, acceptable to the Landscape Architect and have a minimum of five (5) years continuous recent experience in structural quality shotcrete work.
- B. Only experienced foremen, gunmen and nozzle men shall be employed on the job. Satisfactory written evidence of such experience shall be supplied to the Landscape Architect when requested. Experienced workmen shall be used for all curing of shotcrete.
- C. Tolerances: PC concrete transition and embankment pavement-1/8". All shotcrete will be subject to template inspection during construction operations. Testing with a curved template shaped to the radius of the transition or other approved device for compliance with specified surface

tolerances will be made by the Engineer at selected locations. The variation of the surface from the testing edge of the template between any two contacts with the surface shall at no point exceed 1/8". Humps or depressions exceeding the specified tolerance shall be corrected in an acceptable manner, which may include complete removal and re-pour of unapproved sections.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver manufactured materials in original, unopened packages, containers or bundles with manufacturer's labels intact and legible.
- B. Store all materials off the ground and protected from moisture and weather incursion.

1.6 SUBMITTALS

At the beginning of shotcrete work, Contractor shall prepare a sample panel for review and approval of each type of finish by the Landscape Architect. This sample panel shall be maintained at the site for the duration of work. All finishes applied to the skate park shall match the appropriate approved panel. In lieu of site sample for shotcrete work, contractor may provide Landscape Architect with local address of completed project containing like shotcrete work for inspection.

2 PART 2 PRODUCTS

2.1 MATERIALS

- A. Shotcrete
  - 1. Portland Cement: Conform to ASTM C 150, Type II, low alkali.
  - 2. Aggregate: Hard, sharp, natural, clean sand, free of organic matter, containing not more than 1% deleterious matter and conforming to ASTM C 33, graded as follows:

<u>Sieve Size</u>	<u>Dry-mix (Gunite) Percent Passing</u>	<u>Wet-mix Percent Passing</u>
1/2 inch	-----	100
3/8 inch	100	90
#4	95-100	95-100
#8	65-90	65-90
#16	45-75	45-75
#30	30-50	30-50
#50	10-22	10-22
#100	2-8	2-8

- 3. Water: From a domestic source and free from harmful amounts of acids, alkalis, organic or other deleterious material and with 110 pronounced odor or taste.
- 4. Proportions:
  - (a) Dry-mix (Gunite):
 

Portland Cement	1 part
Aggregate	4 parts
Water	sufficient for hydration

- (b) Wet-mix: Wet-mix shotcrete shall be supplied as ready-mix conforming to the Laboratory mix design. Refer to Section 03300 "Cast-in Place Concrete".

B. Ground Wires: Of a material and thickness suitable for intended use.

## 2.2 EQUIPMENT

A. Air compressors shall be reliable, in good repair and capable of delivering the air pressure at the volume needed to produce the quality of shotcrete specified.

B. Dry-mix (Gunitite):

1. Nozzles shall be no more than 1-5/8 inches in diameter.
2. Cement gull, nozzle, tubing, et cetera, shall be in good repair, with tight joints.
3. The air compressor shall be capable of continuously supplying at least 365 cubic feet of air per minute at: 45 PSI is measured at the gun nozzle. Air pressure shall be increased at the rate of 5 PSI for every 50 feet of hose used in excess of 100 feet and for every 10 feet the nozzle is above the compressor.
4. Water pressure shall be kept at least 15 PSI above the air pressure at all times.
5. The cement gun shall have an operating air pressure gauge prior to tile start of operations and maintained during the work.
6. The hose length shall not exceed 300 feet.

C. Wet-mix:

1. Pumps shall be either rotating roller squeeze pumps or positive displacement piston type in good repair and of adequate capacity.
2. Nozzle, hose, etcetera shall be in good repair and of a suitable length. All joints shall be tight.
3. Nozzle shall be no more than 1-5/8 inches in diameter and be equipped with an air ring.

D. An air lance handled by an experienced nozzleman shall be used at all times shooting is in progress to keep the area receiving shotcrete free of sand, water, and other loose material.

## 3 Part 3 EXECUTION

### 3.1 PREPARATION

- A. High-tensile ground wires shall be placed to accurately define the required finish surface planes as shown on the drawings. Wires shall be kept tight at all times while in use.
- B. Verify that all anchors, reinforcement, conduit and other embedded hardware is properly and securely in place to preclude any shifting or injury caused by the placement operations.
- C. General preparation shall have been done in the course of work. Contractor shall inspect surfaces and verify they are ready to receive shotcrete. Report all deficiencies to the Landscape Architect.
- D. All surfaces, forms and chases to receive shotcrete shall be thoroughly cleaned of dust and loose material with compressed air and water to provide clean, sound bonding surfaces. Concrete surfaces that have been bush hammered shall be sandblasted to remove compressed dust. Concrete or masonry surfaces in areas where drenching with water does

no damage, shall be wet thoroughly. At the time of placement, the concrete and masonry surfaces shall be damp, but not so wet as to overcome suction. However, sufficient water shall be used to prevent excessive absorption of water from the shotcrete. Free water on the surface is not permitted while shotcrete is placed.

- E. Reinforcement shall be free of loose scale, rust, all oil, spatters of previously placed shotcrete and all other coatings that may interfere with bonding.

### 3.2 MIXING

- A. Gunite: By concrete gun at time of placement. Hydration shall be thorough and uniform, without excess water.
- B. Wet-mix: Batching shall be done at an approved ready-mix plant and mixed by the truck prior to delivery to the job site. Material shall be in place within 90 minutes after the first water is added.

### 3.3 CONCRETE PLACEMENT

- A. Placement: Use Mesa/CSP Vicolic Modular Nozzle for delivery with Pump and Air compressor equipment and procedures that will result in shotcrete in place meeting the requirements of this Specification.
- B. Placement Techniques: Do not place shotcrete if drying or stiffening of the mix takes place at any time prior to delivery.
  - 1. Control thickness, method of support, air pressure, and or water content of shotcrete to preclude sagging or sloughing off. Discontinue shotcreting or provide suitable means to screen the nozzle stream if wind or air currents cause separation of the nozzle stream during placement.
  - 2. Hold nozzle as perpendicular to surface of work with a maximum distance of 72", to secure maximum compaction with minimum rebound.
  - 3. In shotcreting skate park walls, begin application with the "Bond Beam" once filled in up to 2" of finish surface proceed to bottom of transition and work upward to ensure work does not sag.
  - 4. Layering:
    - A. Build up layers by making several linear passes combined with a circular motion with the nozzle over the work area.
    - B. Broom or Scarify the surface of freshly placed shotcrete to which, after hardening, additional layers of shotcrete are to be bonded. Dampen surface just prior to application of succeeding layer.
    - C. Allow each layer of shotcrete to take initial set before applying succeeding layers, 2" thick minimum.
    - D. Use CSP Steel Edged Radial Templates to ensure exact radii with maximum ¼" tolerance. Template shall be manufactured by CSP and approved by skate park designer/ architect. Check every horizontal foot when applying shotcrete for conformance of intended wall radii. Brace template and place levels at arc to tangent connections with a minimum horizontal run out of 8" at the bottom connection to insure no kinks will be formed. Kinks at the bottom of the transition will not be acceptable.
  - 5. Placement Around Reinforcement:
    - A. Hold the nozzle at such a distance (maximum distance of 72") and angle to place materials behind the reinforcement before any material is allowed to accumulate on its face.

3.4 CONCRETE FINISH

- A. Finish General: Smooth form finish shall consist of a smooth buttery, hard, uniform texture with a minimum of seams.
- B. Radial Wall Finish: Float finish on radial surface of wall shall consist of a smooth buttery, hard, uniform texture of a CSP steel trowel. Area around coping must be Cut / Finished with Modified CSP Radial Coping Fresno to ensure proper concrete finish height were coping and concrete meet on both top deck and radial face. Tolerance of  $\frac{1}{4}$ " or less in 10 linear feet when tested with a CSP Steel Edged Radial Template placed on the surface horizontally, and vertically. Grinding surfaces will not be an acceptable means of achieving the intended radii.

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END OF SECTION

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