

**SECTION 00410  
BID FORM**

**Village of Taos Ski Valley**

**Phoenix Switchback Waterline Replacement - REBID**

**March 13, 2024**

**SAP 23-H2504-GF**

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BIDDER: \_\_\_\_\_

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Village of Taos Ski Valley  
7 Fire House Road  
Taos Ski Valley, NM 87525

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting a Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<b>Addendum No.</b>	<b>Addendum Date</b>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

BIDDER: \_\_\_\_\_

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

<b>VILLAGE OF TAOS SKI VALLEY</b>					
<b>PHOENIX SWITCHBACK WATERLINE REPLACEMENT</b>					
<b>BASE BID SCHEDULE I: NEW 8" SDR9 DIPS HDPE WATERLINE</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Amount</b>
401.500	NEW 4" DIA. BOLLARD, COMPLETE IN PLACE	EA	8		
701.100	ROCK EXCAVATION	CY	230		
701.400	PORTLAND CEMENT (LEAN FILL) ENCASEMENT FOR UTILITIES, COMPLETE IN PLACE	LF	250		
801.208	FURNISH AND INSTALL 8" SDR9 DIPS HDPE WATERLINE, INCLUDING TRENCHING, BACKFILL, INSULATION, FITTINGS, ETC., COMPLETE IN PLACE	LF	3020		
801.508	FURNISH AND INSTALL 8" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	6		
801.750	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	4		
801.752	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	2		
801.802	CONNECT TO EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	2		
801.803	CONNECT TO EXISTING WATER LINE, 8" TO 10" IN DIAMETER, COMPLETE IN PLACE	EA	4		
801.852	CAP EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	3		

BIDDER: \_\_\_\_\_

801.922	FURNISH AND INSTALL NEW 2" COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY INCLUDING HDPE VAULT, COMPLETE IN PLACE	EA	1		
802.100	FURNISH AND INSTALL 3/4" TYPE "K" COPPER SERVICE LINE WITH CURB STOP AND RISER, COMPLETE IN PLACE	LF	212		
1111.010	FURNISH AND INSTALL 24" HDPE VAULT, INCLUDING TRENCHING, BACKFILL, FOAM INSULATION, BRACKETS, LADDER, LID, ETC., COMPLETE IN PLACE.	EA	1		
1200.001	TEMPORARY TRAFFIC CONTROL	LS	1		
1500.001	MOBILIZATION/DEMOBILIZATION	LS	1		
1500.500	CONSTRUCTION STAKING	LS	1		
1510.100	GENERAL SITE REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS, COMPLETE	LS	1		
1511.000	CONTRACTOR'S QUALITY CONTROL CONSTRUCTION TESTING	ALL	1		
1520.001	TEMPORARY/PERMANENT EROSION AND SEDIMENT CONTROL	LS	1		
<b>Sub-Total Base Bid Schedule I: New 8" SDR9 DIPS HDPE Waterline</b>					
<b>Gross Receipt Tax @</b>				<b>8.9375%</b>	
<b>Total Base Bid Schedule I: New 8" SDR9 DIPS HDPE Waterline</b>					

<b>VILLAGE OF TAOS SKI VALLEY</b>					
<b>PHOENIX SWITCHBACK WATERLINE REPLACEMENT</b>					
<b>BASE BID SCHEDULE II: NEW 6" SDR9 DIPS HDPE WATERLINE</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Amount</b>
401.500	NEW 4" DIA. BOLLARD, COMPLETE IN PLACE	EA	8		
701.100	ROCK EXCAVATION	CY	230		
701.400	PORTLAND CEMENT (LEAN FILL) ENCASEMENT FOR UTILITIES, COMPLETE IN PLACE	LF	250		
801.206	FURNISH AND INSTALL 6" SDR9 DIPS HDPE WATERLINE, INCLUDING TRENCHING, BACKFILL, INSULATION, FITTINGS, ETC., COMPLETE IN PLACE	LF	3020		

BIDDER: \_\_\_\_\_

801.506	FURNISH AND INSTALL 6" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	4		
801.508	FURNISH AND INSTALL 8" GATE VALVE ASSEMBLY, COMPLETE W/ VALVE BOX, COMPLETE IN PLACE	EA	2		
801.750	FURNISH AND INSTALL 6" FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	4		
801.752	REMOVE AND DISPOSE OF EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE IN PLACE	EA	2		
801.802	CONNECT TO EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	2		
801.803	CONNECT TO EXISTING WATER LINE, 8" TO 10" IN DIAMETER, COMPLETE IN PLACE	EA	4		
801.852	CAP EXISTING WATER LINE, 4" TO 6" IN DIAMETER, COMPLETE IN PLACE	EA	3		
801.922	FURNISH AND INSTALL NEW 2" COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY INCLUDING HDPE VAULT, COMPLETE IN PLACE	EA	1		
802.100	FURNISH AND INSTALL 3/4" TYPE "K" COPPER SERVICE LINE WITH CURB STOP AND RISER, COMPLETE IN PLACE	LF	212		
1111.010	FURNISH AND INSTALL 24" HDPE VAULT, INCLUDING TRENCHING, BACKFILL, FOAM INSULATION, BRACKETS, LADDER, LID, ETC., COMPLETE IN PLACE.	EA	1		
1200.001	TEMPORARY TRAFFIC CONTROL	LS	1		
1500.001	MOBILIZATION/DEMOBILIZATION	LS	1		
1500.500	CONSTRUCTION STAKING	LS	1		
1510.100	GENERAL SITE REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS, COMPLETE	LS	1		
1511.000	CONTRACTOR'S QUALITY CONTROL CONSTRUCTION TESTING	ALL	1		
1520.001	TEMPORARY/PERMANENT EROSION AND SEDIMENT CONTROL	LS	1		
<b>Sub-Total Base Bid Schedule II: Waterline Replacement</b>					
<b>Gross Receipt Tax @</b>				<b>8.9375%</b>	
<b>Total Base Bid Schedule II: Waterline Replacement</b>					

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.03 In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in the Instructions to Bidders, the award may be made to said Successful Bidder on Base Bid Schedule I OR Base Bid Schedule II and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award. Approximately \$1,650,000 to \$1,700,000 is available for construction.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and read for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid bond (EJCDC Form C-430) or Certified Check;
  - B. List of Proposed Subcontractors (Guide A-1);
  - C. Campaign Contribution Disclosure Form (Guide A-2)
  - D. Work Experience Questionnaire (Guide A-3);
  - E. Work Experience Schedule (Guide A-4);
  - F. Resident or Veteran Preference Certificate, if applicable; and

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in the Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



BIDDER: \_\_\_\_\_

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BIDDER: \_\_\_\_\_

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

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

*[Signature]*

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

*[Signature]*

*[Printed name]* \_\_\_\_\_

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

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

State Contractor License No. and Classification \_\_\_\_\_

Employers Tax ID No.: \_\_\_\_\_

Resident or Veteran Bidder's Preference No.:\* \_\_\_\_\_

New Mexico Public Works Registration No.: \_\_\_\_\_

*\*Current Certificate must be attached to be considered in bid award.*

BIDDER: \_\_\_\_\_

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## List of Subcontractors

1. To be fully executed and included with Bid as a condition of the Bid (§13-4-31 through §13-4-42 NMSA 1978), including all Subcontractors providing services valued at the greater of \$5,000 or one half of one percent of the engineers estimate, pursuant to §13-4-34 NMSA 1978.
2. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a bid valued at more 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] shall be registered with the labor and industrial division of the labor department. (13-4-13.1A NMSA 1978)
3. List only one subcontractor for each category of work.
4. Failure to comply with these requirements will make the Bid nonresponsive and the Bid will be rejected.

Nature or Category of Work	Name of Subcontractor	Total Approximate Dollar Amount of Subcontract	Location or Place of Business	NM Dept of Labor Registration Information
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____

(Use additional pages, if necessary)

BIDDER: \_\_\_\_\_

Nature or Category of Work	Name of Subcontractor	Total Approximate Dollar Amount of Subcontract	Location or Place of Business	NM Dept of Labor Registration Information
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____
				Registration Number: _____ Expiration Date: _____

(Use additional pages, if necessary)

## Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

BIDDER: \_\_\_\_\_

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

<b>Name(s) of Applicable Public Official(s) if any:</b>	<u>Christopher Stanek, Mayor</u>
<b>(Completed by State Agency or Local Public Body)</b>	<u>Tom Wittman, Mayor Pro-Tem</u>
	<u>Henry Caldwell, Councilor</u>
	<u>Chris Stagg, Councilor</u>





BIDDER: \_\_\_\_\_

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## Work Experience Questionnaire

Your bid will be considered non-responsive and will be rejected unless this questionnaire is completed and received by the Owner with the bid documents.

All statements made herein will be investigated, any misrepresentation of facts will disqualify bidder, and bid will be considered non-responsive and will be rejected.

1. Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

2. How many years has your organization been in business as a Contractor under your present business name? \_\_\_\_\_

3. How many years experience in construction work has your organization had:  
(a) as a General Contractor: \_\_\_\_\_; (b) as a Subcontractor: \_\_\_\_\_

4. Have you ever failed to complete any work awarded to you within the timeframe allowed by the contract?  
 Yes  No

If so, give dates, projects and reasons therefore:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide information required in the following WORK EXPERIENCE SCHEDULE. List a sufficient number of projects to indicate to the OWNER your experience in the field of work covered by the Contract Documents. The schedule should include work performed within the last 5 years and must include the Owner's name and contact information as shown on the schedule.

6. Have you ever been defaulted under any Contract?  
 Yes  No

7. Have liquidated damages, or other monetary penalties, ever been assessed against you for failure to complete on time?  
 Yes  No

If so, give amounts, projects and reasons therefore:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If so, what has your company done as corrective action to avoid having this problem reoccur?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

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BIDDER: \_\_\_\_\_

## SECTION 00430 BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.  
BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):  
Village of Taos Ski Valley  
7 Fire House Road  
Taos Ski Valley, NM 87525

**BID**

Bid Due Date: March 13, 2024

Description (*Project Name and Include Location*):

Installation of approximately 3,020 LF of 6"/8" SDR9 DIPS HDPE. waterline including rock excavation, lean fill encasement, valves, fittings, fire hydrants, connections, meter service transfers, and other miscellaneous items to provide a complete and functional project.

**BOND**

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

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

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

BIDDER: \_\_\_\_\_

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

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. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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 the 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 the 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 requirement 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.

<b>BID FORM CHECKLIST</b>		
<b>Village of Taos Ski Valley - Phoenix Switchback Waterline Replacement - REBID</b>		
BID FORM(S)	Document	Contractor Review and Verification
00410	Bidder has acknowledged the addenda for the project.	
00410	Bidder has completed the bid schedules in their entirety and they are mathematically correct.	
00410	A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.	
00410	A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.	
00410	A Bid by a limited liability company shall be executed in the name of the firm by a member of other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official office of the firm shall be shown.	
00410	A Bid by an individual shall show the Bidder's name and official address.	
00410	A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.	
00410	Bidder has identified their State Contractors License No. and Classification and is licensed to complete the work under this solicitation.	
00410	Bidder has identified their Employers Tax ID No.	
00410	Bidder has identified their resident Bidders Preference No. and has attached a valid Resident Contractor Certificate, or a valid Resident Veteran Contractor Certificate, if applicable.	
00410	Bidder has identified the New Mexico Public Works Registration No.	
00410	Bidder has listed their project manager and superintendent for the project and has attached resumes and work history experience.	



BIDDER: \_\_\_\_\_

Required Attachments		Contractor Review and Verification
Guide A-1	List of Subcontractors	
Guide A-2	Campaign Contribution Disclosure Form	
Guide A-3	Work Experience Questionnaire	
Guide A-4	Work Experience Schedule	
00430	Bidder has completed the Bid Bond using EJCDC Form C-430	