

# BID FORM

**UPDATED 04-25-20**

## Jicarilla Apache Nation Cutter Intertie Water Supply Project

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#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Jicarilla Apache Nation  
Jicarilla Water Administration  
c/o Souder, Miller & Associates  
Attn: Ryan Biehl, P.E.  
5454 Venice Ave. N.E., Suite D  
Albuquerque, New Mexico 87113

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 this 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:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has had adequate opportunity to visit the Site; to conduct a thorough, alert visual examination of the Site and adjacent areas; and to become familiar with and satisfy 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 anything of value likely to influence the action of a public official in the bidding process;
  - 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 price(s):

**Note: Gross receipts tax not included.**

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
<b>General and Miscellaneous</b>					
1	Mobilization / demobilization.	LS	1		
2	Testing allowance, (reimbursable lab fees only, incl. compaction, concrete, materials, water quality).	Allow.	1	\$10,000	\$10,000
3	Traffic control, per applicable BIA requirements.	LS	1		
<b>Erosion and Storm Water Controls</b>					
4	Wire-caged riprap (item includes rock, wire cage, geotextile, and staking) or cable-crete (final quantities, dimensions and locations TBD in field), CIP.	SY	20		
5	Uncaged riprap and rock check dams (final quantities, dimensions and locations TBD in field), CIP.	CY	30		
6	Re-seeding of waterline ROW and TCE, CIP.	LF	12,730		
7	Re-seeding of JAN Border Tank Site ROW, CIP.	LS	1		
8	SWPPP pursuant to NPDES stormwater program and consistent with USEPA's general construction permit. Includes preparation of document, all BMPs required by SWPPP, filing of all notices and inspections required by EPA, etc.	LS	1		
<b>Water Mainline (JAN Reservation Border (STA. 0+00) to STA. 129+10)</b>					
9	12-inch PVC DR 18 C900 pipeline, with appurtenances (incl. all fittings, adaptors and anchors not separately listed, fusible or bell and spigot joint as indicated on plans and specifications; excl. all piping within tank site easement), CIP.	LF	12,367		
10	10-inch PVC DR 18 C900 pipeline, with appurtenances (incl. all fittings, adaptors and anchors not separately listed, fusible or bell and spigot joint as indicated on plans and specifications; excl. all piping within tank site easement), CIP.	LF	363		
11	Flushing, disinfection and bacteriological testing of main pipeline, CIP.	LF	12,730		
12	Hydrostatic testing of main pipeline, CIP.	LF	12,730		
13	Rock removal and processed / imported backfill material (excl. placement and compaction of backfill, embedment, or soil cement, which are incidental to pipe bid items), CIP.	VLF	6,700		

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
<b>Water Valve Assemblies</b>					
14	12-inch Mainline gate valve assembly, CIP.	EA	4		
15	12-inch Tank site gate valve assembly, CIP.	EA	2		
16	10-inch Tank site gate valve assembly, CIP.	EA	6		
17	8-inch Tank site gate valve assembly, CIP.	EA	1		
18	2-inch Flush valve assembly with orifice plate and above grade discharge (incl. main line tap, markers, gate valve assembly, orifice plate assembly, valve box, discharge piping & appurtenances), CIP.	EA	1		
19	2-inch Flush valve assembly with above grade discharge (incl. main line tap, markers, gate valve assembly, valve box, discharge piping & appurtenances), CIP.	EA	2		
20	2-inch Vacuum breaker with 1" air release valve assembly (incl. valves, fittings, meter pit, and appurtenances), CIP/	EA	14		
<b>Road, Wash &amp; Utility Crossings</b>					
21	Horizontal Directional Drilling at wash crossing from Station 40+45 to 44+94 (excl. carrier pipe), CIP.	LF	449		
22	Open cut cased road and gas/petroleum crossings with 24" DR18 PVC casing, at Station 65+81 to 66+81 (incl. end seals and petroleum resistant gaskets; excl. carrier pipe), CIP.	LF	100		
23	Open cut cased road crossing, incl. 24" (0.375" wall) steel casing from Station 127+26 to 127+76 (excl. carrier pipe), CIP.	LF	50		
<b>JAN Border Tank and Site Work</b>					
24	150,000 gallon welded steel water storage tank (incl. all materials, fabrication, coating, independent NACE inspection, testing and accessories not separately listed), CIP.	EA	1		
25	Sacrificial anode cathodic protection system for 150,000 gallon welded steel tank (incl. installation, startup, adjusting & testing), CIP	EA	1		
26	Tank foundation for 150,000 gallon welded steel tank, CIP.	EA	1		
27	Disinfection, filling, and bacteriological testing of new 150,000 gallon tank, CIP.	EA	1		
28	Site earthwork and grading for driveway, sub-foundation, and pads (incl. all earthwork and imported fill material for tank site not separately listed, per plans, specifications and geotechnical report), CIP. Excludes surfacing material and riprap.	LS	1		

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
29	JAN Border Tank Site piping, (incl. all new pipe, drain lines and outfalls, temporary tank hookups, appurtenances, fittings, and all other plumbing components within the JAN Border Tank site easement not separately listed; excl. altitude valve assembly, gate valves, air valves, and 10-inch and 12-inch main lines beyond the tank site easement), CIP.	LS	1		
30	6-inch altitude valve assembly with vault, CIP.	LS	1		
31	JAN Border Tank site surfacing with 2-inch gravel and 3-inch base course, CIP.	SY	1,340		
32	JAN Border Tank site fencing (8 ft. with 3-strand barbed wire), incl. 20' double swinging gates, CIP.	LF	450		

**TOTAL OF BID: \$** \_\_\_\_\_  
**Gross receipts tax not included**

**IN WORDS:** \_\_\_\_\_

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.

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

6.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.

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;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Proposed Equipment Manufacturers;
- E. Required Bidder Qualification Statement with supporting data;

- F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- G. New Mexico Contractor's License No.: \_\_\_\_\_;
- H. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;

#### ARTICLE 8 – DEFINED TERMS

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

#### 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:

\_\_\_\_\_

\_\_\_\_\_

New Mexico Department of Workforce Solutions Registration No. \_\_\_\_\_