

BID FORM

Lake Valley Residential Wells Project

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- Navajo Nation on behalf of Lake Valley Chapter
C/O Souder, Miller & Associates
Attention: George Mihalik, P.E.
5454 Venice Ave, N.E., Suite D
Albuquerque, NM 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 90 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 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 acknowledges no reports of explorations or tests of subsurface conditions at or adjacent to the Site, or any drawings of physical conditions relations to existing surface or subsurface structures at the Site are available.
- 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;
 - 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.

BID**Lake Valley Residential Wells Project****Note: Prices Not to Include Tax.**

| Item | Description | Unit | QTY | Unit Price | Total Price |
|----------------------|--|------|------|------------|-------------|
| Well Drilling | | | | | |
| 1 | Drilling equipment mobilization (75%)/demobilization (25%), includes all equipment, labor and materials not separately listed necessary to construct, develop, test and equip up to seven (7) wells in the project area, coordination, protection of each well throughout project, driller's logs, as-builts, and site restoration, complete in place (CIP). | LS | 1 | | |
| 2 | Drill 20-inch borehole and cement in place 12-inch steel surface casing to an anticipated typical 80-ft depth with neat cement grout, CIP. Collect drill cutting samples every 10 ft. or as directed by Engineer. | LF | 560 | | |
| 3 | Drill approx. 10-inch production well borehole, from bottom of surface casing to anticipated typical 500-ft total depth, with minimum 5-ft of over-drill below proposed total cased depth, CIP. Collect drill cutting samples every 10 feet. | LF | 2975 | | |
| 4 | 5-inch SCH 80 PVC production well casing (400' est. qty. per well), including incidental 2-foot stickup and centralizers, CIP | LF | 2800 | | |
| 5 | 5-inch SCH 80 PVC well screen (100' est. qty. per well), includes incidental end cap and centralizers, CIP | LF | 700 | | |
| 6 | Filter pack (56 cu. ft. est. qty. per well incl. 20% contingency for washouts, etc.), anticipated to be 8-12 Colorado silica sand, final size to be determined by Engineer, includes materials, disinfection and placement with tremie pipe, CIP | CF | 395 | | |
| 7 | Bentonite seal above filter pack, min. 20-ft thickness (9 cu. ft. est. qty. per well incl. 20% contingency for washouts, etc.), includes materials and placement with tremie pipe, CIP | CF | 63 | | |
| 8 | Pea-gravel from top of bentonite seal to 55 ft bgs (143 cu. ft. est. qty. per well incl. 20% contingency for washouts, etc.), includes materials and placement with tremie pipe, CIP | CF | 999 | | |

| Item | Description | Unit | QTY | Unit Price | Total Price |
|------|--|------|------|------------|-------------|
| 9 | High solids bentonite grout between borehole and surface casing/production casing and between surface casing and production casing, as indicated in drawings, from 5 ft to 55 ft bgs (37 cu. ft. est. qty. per well incl. 20% contingency for washouts, etc.), includes materials and placement with tremie pipe, CIP | CF | 259 | | |
| 10 | Swabbing and/or bailing development, includes any labor, materials and equipment needed that are not separately listed on bid form. | HR | 52 | | |
| 11 | Air-lift pumping development, includes any labor, materials and equipment needed that are not separately listed on bid form. | HR | 60 | | |
| 12 | Pumping development, including any labor, materials and equipment needed that are not separately listed on bid form. Required recovery periods after pumping are incidental. | HR | 60 | | |
| 13 | Pump test on well(s) per direction of Engineer, anticipated as a combined 300 min step test and 12-hour constant rate test, includes any labor, materials and equipment needed that are not separately listed on bid form. Required recovery periods after pumping are incidental. A pump test may not be required by Engineer at all wells. | HR | 190 | | |
| 14 | Well disinfection and bacteriological testing, includes disinfection of equipment and materials placed in the well, and collection and delivery of bacteriological samples to laboratory. | EA | 7 | | |
| 15 | Furnish 1-inch flexible drop pipe, Boreline Flexiriser (OAE), includes Hose Solutions (OAE) pump centralizer, and all other drop pipe appurtenances not separately listed. | LF | 3150 | | |
| 16 | Furnish 1-inch check valve | EA | 14 | | |
| 17 | Furnish #6 pump wire | LF | 3220 | | |
| 18 | Furnish 1/4" stainless steel tubing air line | LF | 3185 | | |

| Item | Description | Unit | QTY | Unit Price | Total Price |
|---|---|-------|-----|------------|-------------|
| 19 | Furnish 2HP Grundfos 10S20-27 (OAE) submersible production pump, motor, and all downhole appurtenances not separately listed. Pump size and model above is estimated. Final size and model to be determined by Engineer based on Pump Test results. | EA | 7 | | |
| 20 | Install submersible production pump, motor, drop pipe, drop pipe, check valves, pump wire, air-line and all other downhole appurtenances, CIP. Includes testing and startup. | EA | 7 | | |
| 21 | Surface completion of wellhead, including pitless adapter, well cap, connection to drop pipe and PEX discharge line, stub-out of electrical conduit, 4'x4' concrete pad around well seal, tee-posts, appurtenances not separately listed, earthwork and compaction, CIP | EA | 7 | | |
| 22 | Testing allowance, includes reimbursement of 3rd party costs for down-hole geophysical logging, water quality laboratory analysis, material testing and passing bacteriological test analysis samples. | ALLOW | 1 | | |
| 23 | Contractor labor, equipment, and materials to support and coordination of geophysical logging, if requested by Engineer, per well. Excludes cost of 3rd party geophysical logging invoices which are eligible for payment from the testing allowance. | EA | 7 | | |
| 24 | Standby at the written request of Owner or Engineer. | HR | 24 | | |
| Water Service Connections (site plumbing and electrical) | | | | | |
| 25 | Mobilization (75%)/demobilization (25%) for all water service connections, includes as-builts and site restoration, CIP | LS | 1 | | |
| 26 | 1-inch PEX tubing, Type B, including all fittings, connections, buried marker tape, above ground teepost pipe markers, earthwork, compaction, and appurtenances not separately listed, CIP. | LF | 850 | | |
| 27 | Pressure tank pit, incl. 6-ft diameter metal culvert pit, cover, insulation, fixed ladder, crushed gravel, earthwork, compaction, and all appurtenances not separately listed, CIP. Excludes plumbing and electrical within pit. | EA | 7 | | |

| Item | Description | Unit | QTY | Unit Price | Total Price |
|------|--|------|-----|------------|-------------|
| 28 | Pressure tank pit plumbing, incl. 80-gallon pressure tank, stainless steel tank tee, pressure switch, pressure gauges, valves, fittings, and plumbing appurtenances not separately listed, CIP. Excludes PEX tubing paid by separate bid item. | EA | 7 | | |
| 29 | Sanitary frost-free yard hydrant assembly, collar, block, fittings, earthwork, compaction, and appurtenances not separately listed, CIP. Excludes domestic stop assembly. | EA | 6 | | |
| 30 | Domestic stop assembly, collar, block, fittings, earthwork, compaction, and appurtenances not separately listed, CIP | EA | 13 | | |
| 31 | Disinfection of site plumbing, plumbing bacteriological testing, and plumbing leak testing, CIP | EA | 7 | | |
| 32 | 3#6 THWN-2 wire CU with 1#6 Ground wire within 1 1/4" conduit, including marker tape, earthwork, compaction, and all appurtenances and connections to site electrical equipment not separately listed, CIP. | LF | 700 | | |
| 33 | Pressure tank pit electrical, incl. disconnect switch, pump controller, starter, float switch, and all conduit, wiring, and electrical appurtenances within the pit not separately listed, CIP. | EA | 7 | | |
| 34 | Surge/lightning arrestor/suppressor, installed and connected at home's load center, CIP. | EA | 7 | | |
| 35 | Combination utility meter/ load center for House No. 4 and House No. 6 with new overhead service conductors, 100A, 120/240V-1-Phase, CIP. Includes coordination with local utility company. | EA | 2 | | |
| 36 | Replace existing service conductors at House No. 2, CIP. Includes coordination with local utility company. | EA | 1 | | |

TOTAL PRICE (without tax): \$ _____

IN WORDS: _____

- E. 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.
- F. All prices identified above do not include taxes, as further clarified in the Supplementary Conditions. The Navajo Sales Tax of 6% will be included with each payment made to the selected contractor.

ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be **substantially complete within 180 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 within 210 calendar days** after the date when the Contract Times commence to run, in accordance with Paragraph 15.06 of the General Conditions.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Bidder's Qualifications Statement with Supporting Data;
 - C. List of Proposed Subcontractors;
 - D. Navajo Nation Certification Regarding Debarment, Suspension and Eligibility;
 - E. Affidavit of Non-Debarment and Non-Suspension;
 - F. Affidavit of Responsibility for Subcontractors;
 - G. Affidavit of Non-Collusion;
 - H. New Mexico Well Driller's License No.: _____;
 - 1. If prime contractor is not well driller, provide in addition:
 - a. New Mexico Contractor's License No.: _____;
 - I. Documentation of eligibility for certification as Priority 1 or 2 business entity under the Navajo Business Opportunity Act (if applicable);

ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Standard General Conditions, and Navajo Nation Supplementary Conditions of the Construction Contract.

ARTICLE 8 – BID SUBMITTAL

Bidder acknowledges that the document known as EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Yes _____

Joint Contract Documents Committee® has been substantially modified by the Owner and such modified document has been given the label of "C-700 NN" and forms part of the present Agreement.

No _____

Bidder hereby attests that Bidder is in good standing with the State of New Mexico and the Navajo Nation and will provide such certification if selected for Contract award following the bidding process and prior to execution of the Contract.

Yes _____

No _____

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. _____

Is Bidder certified as a Priority 1 or 2 business entity under the Navajo Business Opportunity Act?

Yes, Priority 1 _____

Yes, Priority 2 _____

No _____

If yes, attach documentation of certification.