

Shiprock Pinnacle Hotel & Restaurant

Highway 491 & Turquoise LN, Shiprock, NM 87420
Dyron Murphy Architects Project No. 2022.10



ADDENDUM No. 4

January 6, 2024

This addendum forms part of the Contract Documents and modifies the Bid Documents dated, November 3, 2023, as noted below. All Bidders must acknowledge receipt of this Addendum. Failure to do so may subject the Bidder to disqualification.

CHANGES TO THE BID DOCUMENTS AS FOLLOWS:

GENERAL:

- Bidders are instructed to use the attached REVISED bid forms for their bid submittal.

PROJECT MANUAL:

The following sections have been revised:

- Table of Contents – Page 1 revised to include Revised Bid Forms 1A, 1B, 1C
- 1A Invitation to Rebid - Bid deadline has been revised to March 6, 2024.
- 1B Instructions to Bidders – Date to receive bids has been revised to March 6, 2024.
- 1C Rebid Form – Bid Form has been revised to Rebid Form

By:

Dyron Murphy, Principal Architect
Dyron Murphy Architects, P.C

Attachments:

1. REVISED 00 01 10 Table of Contents – Page 1
2. 1A Invitation to Rebid
3. 1B Instructions to Bidders
4. 1C Rebid Form

END OF ADDENDUM No. 4

**SHIPROCK PINNACLE HOTEL AND RESTAURANT
SHIPROCK, NEW MEXICO**

**BIDDING AND CONTRACT DOCUMENTS
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I. BID FORMS AND DOCUMENTS

- A. Invitation to Rebid
- B. Instructions to Bidders
- C. Rebid Form
- D. Bid Bond
- E. Subcontractor List Form
- F. Non-Collusive Affidavit

II. CONTRACT FORMS

- A. AIA Document A201, 2017 Ed., *“Agreement Between Owner and Contractor” (Sample Only)*
- B. Contract Forms, Bonds and Certificates

III. CONTRACT CONDITIONS

- A. AIA Document A201 (2017) *“General Conditions of the Contract for Construction” (Draft)*

EXHIBITS

- 1. Navajo Nation Business Preference Law
- 2. Navajo Nation Business Opportunity Source List-Certified Navajo-Owned Businesses
- 3. Navajo Preference in Employment Act Requirements
- 4. Navajo Nation Sales Tax Law
- 5. Navajo Nation Solid Waste Code
- 6. Navajo Nation Occupational Safety and Health Act (OSHA)
- 7. Wage Determination Schedule

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- 01 2000 - Price and Payment Procedures
- 01 2500 - Substitution Procedures
- 01 3000 - Administrative Requirements
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INVITATION TO REBID

Navajo Nation Hospitality Enterprise (the "Owner"), invites General Contractors to submit bids for general construction of the Shiprock Pinnacle Hotel and Restaurant, at Shiprock, New Mexico.

The work includes new 85-room hotel, full service restaurant and kitchen, site improvements, site infrastructure, plumbing, mechanical & electrical work.

The construction contract will be awarded on a lump-sum basis. Procurement is subject to the Navajo Nation Business Preference Law; Title 5, Navajo Tribal Code, Section 201 through 218 and other applicable Navajo Nation Laws. Bids must be in accordance with Bid Documents prepared by the Project Architect, Dyron Murphy Architects, P.C., Albuquerque, NM, (505) 830-0203.

Bids shall be filed with the Owner by the deadline of March 6, 2024 by 2:00 PM MST at office of the Architect. Bids received after the deadline will not be accepted and returned. No faxed or emailed bids will be accepted.

Bid Documents may be obtained from ALBUQUERQUE REPROGRAPHICS, 4716 McCleod NE, Albuquerque, NM 87109, according to bid retrieval instructions on the ABQ Reprographics website: <https://www.arigraphix.com/>. Plans may also be obtained via Construction Reporter, Albuquerque, NM, (505) 243-9793 (Rebecca Taylor), and Dodge Construction Network, Arlington, TX, (817) 527-8232 (Brandi Flanagan).

Questions shall be addressed in writing to the Architect's office by email, to Rebecca Irvin, at rirvin@dm-architects.com.

The Owner reserves the right to reject any and all bids, to waive any informalities or irregularities when it is in the best interest of the Owner. Bids are valid for 120 calendar days upon submittal. Navajo Nation Hospitality Enterprise is not bound to enter into a contract under this ITB and may issue a subsequent ITB for the same services.

End of Invitation to Bid

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

1.1 **PROJECT:** The Project consists of the construction of a new hotel and restaurant facility, as two independent structures, by a Bidder, for a Lump Sum Price agreed to by the most responsive Bidder and the Owner.

1.2 **OWNER:** Navajo Nation Hospitality Enterprise (the "Owner"), Glendale, Arizona

Address: Navajo Nation Hospitality Enterprise
6677 W. Thunderbird Road, Suite J176
Glendale, Arizona 85306
Telephone: (623) 412-0297
Representative: Cindy Sapp, Owner

Will receive bids on or before March 6, 2024 by 2:00 PM MST from General Contractors at the office of the Architect, at the address shown below.

1.3 **ARCHITECT/ENGINEER:** Professional firm retained by the Owner to assist in development of the Project whose responsibilities includes:

- a. Review of Bids submitted in accordance with Bid Documents.
- b. Review of design information submitted by Bidders.
- c. Provides recommendations of technical nature to Owner regarding design and construction matters.
- d. Issues Bid Documents and makes clarifications, issues addenda, reviews requests for substitutions, and/or receives bids.
- e. Issues relevant design data, e.g., drawings or specifications for project.
- f. Assists Owner in contract issuance and negotiations with selected successful Bidder.
- g. Provides Construction Administration and Observation services on behalf of Owner during construction.
- h. Assists Owner during contract closeout procedures.
- i. Assists Owner during conferences and meetings prior to receipt of Bids, during contract negotiations, and during construction.
- j. Reviews and approves construction submittals.
- k. Reviews and approves construction pay requests.

Address: Dyron Murphy Architects, PC
4505 Montbel PL NE
Albuquerque, New Mexico 87107
Telephone: (505) 830-0203, Fax: (505) 830-0237
Representative: Rebecca Irvin, Project Manager

1.4 **BIDDER:** A builder, contractor, or developer acting as the primary agent responsible for submitting a bonafide written Bid for a prime contract with the Owner for the Project described in the Proposed Contract Documents. The Bid shall include all required costs,

e.g., labor, travel, materials, overhead expense, profit, and related costs to provide complete construction services associated with the development of the Project. The Bidder shall be responsible for administering all aspects of the work and contract requirements. A representative shall be designated to act on behalf of the Bidder to enter into agreements, provide direction, and adjudicate matters related to construction issues under the contract.

- 1.5 BID DOCUMENTS:** General documents which are issued by the Owner and describe the process for executing the Project, include, but are not limited to the following:

CONTRACT DOCUMENTS:

- a. Invitation to Bid
- b. Instructions to Bidders.
- c. Bid Form.
- d. Subcontractor List Form.
- e. Agreement Forms.
- f. Wage Rate Determination.

TECHNICAL PROVISIONS

- a. Project Drawings.

- 1.6 ADDENDA:** Written or graphic instruments issued by the Architect prior to the submission of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

- 1.7 BID:** A complete and properly signed Bid to complete the Project for the Lump Sum Price agreed upon therein, supported by information or forms called for by the Bid and Contract Documents. The Bid shall include the following submittal documents in order to be considered for this contract:

- a. Bid Form, noting 3 distinct bid amounts and Value Engineering bids, signed and sealed, including breakdown in the form of Schedule of Values for each bid price option, by CSI Division that corresponds to the scope of work, and acknowledgement of receipt of Addenda, if applicable.
- b. Bid Bond in amount of 10% of Bid entered, including Name and Address of bonding company, and limits of Bonding at time of Bid Submittal.
- c. Power of Attorney, if necessary.
- d. Evidence of General Construction Licensure for the State of New Mexico, including active dates.
- e. Certification from the Navajo Nation Business Regulatory Department, indicating level of Preference, if claimed.
- e. Subcontractor's List Form indicating Navajo-owned companies, if applicable.
- f. Certificates of General Liability and Workman's Compensation Insurance, indicating coverage amounts, both Aggregate and Per Incident.
- g. Affidavit of Non-Collusion, notarized.

2.0 BIDDER'S REPRESENTATION

- 2.1** Each Bidder by making his/her Bid represents that:

- A. He/she has read and understands the Bid Documents and their Bid is made in accordance within.
- B. He/she have visited the site and have familiarized him/her with the local conditions under which the Project is to be performed.
- C. His/her Bid is based upon the materials, labor, transportation, systems and equipment proposed in his/her interpretations and assumptions described by his/her design submittal as part of his/her Bid, and other pertinent information contained in the Bid Documents.

3.0 BID DOCUMENTS

3.1 Copies: Bidders may obtain sets of the Bid Documents for the deposit sum, and at the location stated in the Invitation to Bid. The deposit will be refunded as stipulated in the Invitation to Bid. A Bidder receiving a contract award may retain the Bid Documents and his/her deposit will be refunded.

- A. Information contained in the Bid Documents shall be used by the Bidder in preparation of his/her Bid pricing and construction documents; neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. The Owner or the Architect, in making copies of the Bid Documents available on the above items, do so only for the purpose of obtaining Bids on the Project and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bid Documents

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents, or of the site and local conditions.
- B. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect at least ten (10) calendar days prior to the date for receipt of Bids. Requests for clarification received less than ten (10) days before the date for receipt of Bids will not be addressed by the Owner or Architect.
- C. Any interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections or changes of Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

3.3 Substitutions

- A. The materials, products and equipment described in the Bid Documents establish a standard of required performance, function, dimension, appearance and quality to be met by any proposed substitution. Materials, products, or equipment by other manufacturers and vendors deemed to adequately perform the duties imposed by the general design intent will be considered equally acceptable provided the material, equipment, or product so proposed is, in the opinion of the Architect, of equal performance and function. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Architect's decision of approval or disapproval, after consultation with the Owner, of a proposed substitution shall be final. No

substitution shall be purchased or installed by the Contractor without the Architect's written approval.

- B. It shall be the responsibility of the Bidder to provide and pay for all modifications that may be required of other trades, which may add to their costs, brought about by substitutions and/or options after the contract has been let. No additional costs shall be assessed to the Owner.
- C. Substitution Bids which deviate from those materials, equipment, or products described in the Bid Documents shall be noted on the drawings or proposed method of construction in the Bidders Bid package.
- D. A request for a substitution constitutes a representation that the Bidder:
 - 1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 - 2. Will provide the same warranties or bonds for the substitution as for the product specified.
 - 3. Will coordinate the installation of any accepted substitution into the Project and make such other changes as may be required to make the Project complete in other respects.
 - 4. Will not increase the maximum contract price. Where substitutions of materials are deemed acceptable and are of lesser value than the established standards, a cost credit from the Bidder to the Owner shall be applied to the maximum contract price.

3.4 ADDENDA

- A. All who are known by the Architect to have received a complete set of Bid Documents will be notified of any Addenda issuance and place of availability for pickup. The Bidder shall provide a working fax number and/or email address where addenda may be transmitted for receipt by the Bidder.
- B. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
- C. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.
- D. Each Bidder shall ascertain, prior to submitting his/her Bid, which he/she has received all Addenda issued, and he/she shall acknowledge receipt of all issued Addenda on the Form of Bid.

4.0 BID PROCEDURE

4.1 Form and Style of Bids

- A. Bids shall be submitted on the form(s) provided in the Bid Documents.
- B. All blanks on the Bid Form shall be filled in by typewriter or legibly in ink.
- C. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- D. Any interlineation, alteration or erasure must be initialed by the signer of the Bid.
- E. Bidders shall make no additional stipulations on the Bid Form, nor qualify his/her Bid in any other manner.

- F. Each Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership or a corporation, or any other legal entity and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further list the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind Bidder.
- G. In review of the construction documents, the Bidder shall provide suggested Value Engineering costs to reduce costs of construction for each of the three (3) Base Bid amounts indicated on the Bid Form. The amount indicated for the Value Engineering amount shall equate to the Base Bid amount less the suggested Value Engineering amount, including applicable taxes. Include a list of suggested items and their values with the Bid Form.

4.2 Bid Security

- A. Each Bid shall be accompanied by a Bond or Cashier's Check in the required form and amount pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his/her Bid and will furnish bonds as described hereunder in Article 8 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Bond shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Bond shall be prepared on the forms in the Bid Document, issued by a surety licensed to do business in the State of New Mexico listed on the current U.S. Treasury Surety List and acceptable to the Owner. The Attorney-In-Fact that executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his Power of Attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders until either (a) the Contract, has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

4.3 Submission of Bids

- A. All copies of the Bid, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Dyron Murphy Architects, PC
Attn: Dyron V. Murphy, AIA
4505 Montbel Place NE
Albuquerque, New Mexico 87107

**Bid Package for the
SHIPROCK PINNACLE HOTEL & RESTAURANT
DO NOT OPEN**

If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, thereof. The

Owner assumes no responsibility for Bids delivered after the time and date of the Bid opening.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. Oral, telephonic, telegraphic, emailed, or faxed Bids are invalid and will not be considered.
- D. Failure to include all required Bid Documents as stipulated will be cause for disqualification.

4.4 Modification or Withdrawal

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting the Bid.
- B. Bids submitted early may be modified or withdrawn prior to the time designated for receipt of Bids.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.5 Owner's Bid Declarations

- A. It is the intent of the Owner to award a contract to the most qualified responsible Bidder, provided Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available. The Owner shall have the right to take such steps, as it deems necessary to determine the ability of the Bidder to perform the Project. Bidders shall furnish to the Owner such additional information and data for purpose as Owner may request. Owner reserves the right to reject any or all Bids that in the Owner's sole judgment are in the Owner's best interest.

4.6 Pre-Bid Conference

- A. It remains the responsibility of the Bidder to exhibit due diligence in determining specific criteria and requirements related to this Bid procurement process and submittal. No Pre-Bid Conference has been scheduled, and if the Bidder wishes to examine the existing site conditions, they may do so by coordinating with the Owner's representative as listed under Part 1.2.

5.0 CONSIDERATION OF BIDS

5.1 Receipt of Bids

- A. Bids will be received at the Architect's office, on the date and time specified on the Invitation to Bid. The Bids will be evaluated by the Architect thereafter to determine compliance with the bid documents.

5.2 Rejection of Bids

- A. The Owner has the right to reject any or all Bids, reject a Bid not accompanied by any required Bid Security, or data required by the Bid Documents or a Bid, which is in any way incomplete or irregular. Conditional Bids will not be accepted.

5.3 Acceptance of Bid

- A. The Owner has the right to waive any informality or irregularity in any Bid received.
- B. It is the intent of the Owner to award a Contract to the most qualified responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bid Documents and is judged to be reasonable.
- C. If the Bid is within the amount of the funds available to finance the construction contract, then the contract award will be made to that responsible Bidder submitting the low Bid.

6.0 SUB-BIDDERS

6.1 Listing of Subcontractors and Suppliers

- A. The Bidder shall list the Subcontractors or material suppliers they propose to use for all trades or items supplied, on the "Subcontractor List Form" attached.
 - 1. The Bidder shall not list itself as the supplier or the Subcontractor for any trade unless he has previously performed Project of this type or can prove to the Architect's satisfaction that he/she actually has, or will obtain, fully adequate facilities and plans to perform the Project with his/her own forces.
 - 2. Omission or non-compliance with the intent of the "Subcontractor List Form" will be grounds for considering a Bid as non-responsive.
 - 3. The Bidder will, upon request, be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed Subcontractors to furnish and perform the Project described in the Sections of the Specifications pertaining to the proposed Subcontractors respective trades.
 - 4. Prior to the award of the Contract, the Architect will notify the Bidder, in writing, if either the Owner, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at their option, (1) withdraw their Bid, or (2) submit an acceptable substitute Subcontractor with no increase in the Bid price. In the event of withdrawal under this Subparagraph, Bid Security will not be forfeited, notwithstanding anything to the contrary in Paragraph above.
- B. Subcontract awards shall be bound with the provisions outlined in the "Labor and Wage Standards", contained in the Contract Conditions section of the Bid Package.

7.0 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.1 Security for Faithful Performance

- A. The Bidder shall furnish and maintain bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, in an amount equal to one hundred percent (100%) of the Contract Sum as adjusted, and with such sureties secured through the Bidder's usual sources, licensed to do business in the State of New Mexico and as may be agreeable to the parties.

7.2 Time of Delivery and Form of Bonds

- A. The Bidder shall deliver the required bonds to the Owner within ten (10) calendar days of receipt of written notice of award. If the Project must commence prior thereto, in response to a letter of Notice to Proceed from the Owner, the Bidder shall, prior to commencement of Project, submit evidence satisfactory to the Owner that such bonds will be furnished.
- B. The bonds shall be written on the form(s) described under Bid Contract Documents.
- C. The Bidder shall require the Attorney-In-Fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

7.3 Taxes

- A. It is understood that the stipulated sum or contract amount will not include the cost of state and local taxes. Navajo Tribal Taxes will be required. The Bidder shall make certain of any applicable Navajo Tribal Taxes be included in the Bid. The Bidder shall make inquiries to the Navajo Tax Commission, Window Rock, Arizona (928) 871-7610.

7.4 Arbitration

- A. The "Arbitration" clauses or references in the General Conditions of the Contract for Construction (AIA Document A201) shall apply to this project.

7.5 Claims and Disputes

- A. Any claims, disputes and other matters in question between the parties to this Agreement, shall be referred to the Architect by written notice within three (3) weeks of the date when the claim, dispute or other matter in question became known or should have become known to the complaining party.
- B. Resolution shall be made between parties according to the Arbitration clauses set forth in the General Conditions of the Contract for Construction, unless otherwise noted.

7.6 Acknowledgments

- A. This Agreement represents the entire and integrated Agreement between Owner and Contractor and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

8.0 SPECIAL BINDING AND CONTRACT PROVISIONS

8.1 Submission Materials

- A. Letter of certification from the Bidder, attesting to Bidder's compliance with Navajo Nation Wage and Labor Standards as stipulated in the Bid Documents.
- B. Identification (Names, addresses, and telephone numbers) of declared Indian laborers or subcontractors for the Project to be performed, and the appropriate percentage (%) of total workforce in relation to the proposed Bid amount.

9.0 FORM OF AGREEMENT BETWEEN OWNER AND BIDDER

9.1 Form to be Used

- A. The Agreement for the Project will be written on the forms indicated under the Bid Contract Documents.

10.0 LIQUIDATED DAMAGES

10.1 Time of Completion

- A. Bidder must agree to commence Project on a date specified in a written "Notice to Proceed" issued by the Owner. The Bidder must agree to complete the Project within 450 calendar days commencing on the date of the "Notice to Proceed".

10.2 Assessment

- A. Liquidated Damages will be assessed on this project at a rate of \$ 2,500.00 per calendar day beyond the contract time agreed upon in the contract documents, unless amended due to delays beyond the control of the Bidder and/or Owner.

11.0 MISCELLANEOUS PROVISIONS

11.1 Permits and Fees

- A. Contractor shall pay for all permits and fees applicable to the project that is required by Government, State and Local municipalities.
- B. Bidder's attention is drawn to the Navajo Nation Gross Receipts Tax documents attached herein, for regulations and requirements related to business activities on the Navajo Reservation.

END OF INSTRUCTIONS TO BIDDERS

REBID FORM

**PROJECT NAME: Shiprock Pinnacle Hotel & Restaurant
Shiprock, Navajo Nation, New Mexico
Architect's Project No. 2022.10**

Bid Submittal Date: March 6, 2024

To: Navajo Nation Hospitality Enterprise (hereinafter called the "Owner").

Bidder Name/Entity: _____

The Bidder, organized and existing under the laws of the State of _____, doing business as a Corporation, Partnership or Individual. (Identify organization structure).

The undersigned Bidder's representative acknowledges receipt of the following Addenda, including any subsequent issued Addenda:

Addendum No: 1, dated 11/30/2023, Addendum No: 2, dated 12/6/2023
Addendum No: 3, dated 12/15/2023, Addendum No: ____, dated _____
Addendum No: ____, dated _____, Addendum No: ____, dated _____

The undersigned Bidder's representative also acknowledges the following Bid Allowances which are to be included in Base Bid below.

Bid Allowance 1: Hotel Exterior and Interior Signage: \$110,000.00.

Bid Allowance 2: Restaurant Exterior and Interior Signage: \$90,000.00.

Bid amount submittal requirement: Amounts to be shown in both words and figures. In case of a discrepancy, the amount shown in words will govern, please print.) All base bid sums must include Navajo Nation Tax, including all permits and fees if required by authorities having jurisdiction.

Total Base Bid #1, Hotel Project ONLY:
/Dollars/Cents \$
Navajo Tax Amount, Included in Base Bid Amount: \$
Bid 1 Value Engineering Reduction: \$
Total Base Bid #2, Restaurant Project ONLY:
/Dollars/Cents \$
Navajo Tax Amount, Included in Base Bid Amount: \$
Bid 2 Value Engineering Reduction: \$

Total Base Bid #3, Hotel and Restaurant Project, COMBINED:	
/Dollars/Cents \$	
Navajo Tax Amount, Included in Base Bid Amount: \$	
Bid 3 Value Engineering Reduction:	\$

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Invitation to Bid for the Project identified above having examined the Bid Documents, and having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, materials and supplies, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated herein. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder understands that the contract will be awarded in accordance with the provisions of the Instructions to Bidders and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bid process.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of One Hundred and Twenty (120) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the final contract and deliver surety bonds as stipulated in the "Instructions to Bidders".

The BID SECURITY attached in the sum of 10% of the bid amount is:

_____ Dollars,
(\$_____)

and shall become the property of the Owner in the event the contract and bonds are not executed within the time set forth herein, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully Submitted,

By: _____
Authorized Agent (Typed/Printed)

Signature

Date

Company Name

Company Address

Telephone: _____

(Affix Corporate Seal if bid by Corporation)