

BID FORMS
(00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: RFB '20/20/B

Project: CIP PROJECT #333, NEW FIRE STATION #2:

Date: March 24, 2020

This Bid is submitted electronically to:

PURCHASING DIVISION
CITY OF SANTA FE
fadunaway@santafenm.gov
jjchavez@santafenm.gov
vocatanach@santafenm.gov
ATTN: Fran Dunaway, Chief Procurement Officer

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u>01</u>	Date <u>03.30.20</u>	No. _____	Date _____
No. <u>02</u>	Date <u>04.22.20</u>	No. _____	Date _____
No. <u>03</u>	Date <u>05.01.20</u>	No. _____	Date _____
No. <u>04</u>	Date <u>05.04.20</u>	No. _____	Date _____
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Owner's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the Owner's Representative is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

- G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. Contractor shall be responsible for State CID requirements and permit.

Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The Bidder will complete the work for the following price(s):

Base Bid - Roadway Infrastructure including

sidewalks: Three Hundred Sixty Two Thousand and no/100

(\$ 362,000.00)
(use words)

Base Bid - Water Supply Infrastructure:

Ninety Eight Thousand Five Hundred Ninety and no/100

(\$ 98,590.00)
(use words)

Base Bid - Sewer Infrastructure:

Ninety Sixty Thousand Five Hundred and no/100

(\$ 96,500.00)

Base Bid - Building, Site Work, Site Utilities, Irrigation and Landscaping, Furnishings and all other Work and required coordination listed in the Scope of Bids and Construction Documents:

Six Million Four Hundred Ninety Two Thousand Five Hundred and no/100

(\$ 6,492,500.00)

Allowance 1: Furnishings Package:

One Hundred Twenty-Five Thousand Dollars and no/100 (\$125,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 2: Site Utilities (Power and Gas to Building Site):

Three Hundred Seventy-Five Thousand Dollars and no/100 (\$375,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 3: Low Voltage Systems:

One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Allowance 4: Construction Contingency Reserve:

Three Hundred Thousand Dollars and no/100 (\$300,000.00), exclusive of Gross Receipts Tax, shall be included in the Base Bid.

Base Bid (inclusive of all above Base Bid categories) Plus Allowances

Seven Million Nine Hundred Ninety Nine Thousand Five Hundred Ninety and no/100 7,999,590.00

(use words) (\$ _____)

**Gross Receipts Tax
(8.1875%)**

Six Hundred Fifty Four Thousand Nine Hundred Sixty Six and 43/100 654,966.43

(use words) (\$ _____)

Total Base Bid Plus Tax

Eight Million Six Hundred Fifty Four Thousand Five Hundred Fifty Six and 43/100 8,654,556.43

(use words) (\$ _____)

Alternate #1: Roof Structure Change of System

Twenty Five Thousand Six Hundred and no/100 25,600.00

(use words) Inclusive of Gross Receipt Tax (\$ _____)

Alternate #2: Roof Top Mechanical Screen Assemblies

Sixteen Thousand Nine Hundred Twenty and no/100 16,920.00

(use words) Inclusive of Gross Receipt Tax (\$ _____)

Alternate #3: Colored Floor Coatings in Apparatus Bays

One Hundred Two Thousand Five Hundred and no/100 102,500.00

(use words) Inclusive of Gross Receipt Tax (\$ _____)

Alternate #4: Ceiling Fans

Thirty Thousand Eight Hundred and no/100 30,800.00

(use words) Inclusive of Gross Receipt Tax (\$ _____)

4. The Bidder agrees that:
- A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than **four hundred (400) calendar days** after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
 - B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
- A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
 - B. Agent's Affidavit **(This form must accompany Bid Bond.)**
 - C. Bid Security Review Form. **(This form must accompany the Bid Bond.)**
 - D. Subcontractor Listing Form **(This form must accompany the Bid.)**
 - E. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
 - F. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
 - G. Campaign Contribution Disclosure Form **(This form must accompany the Bid.)**
 - H. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
 - I. Local Preference Application **(This form must accompany the Bid as applicable.)**
 - J. State Purchasing Certification **(This certification must accompany the Bid as applicable.)**
 - K. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
 - L. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
 - M. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
 - N. Weekly Payroll Form (This form must be provided during Construction.)
 - O. Payroll Statement of Compliance (This form must be provided during Construction.)
 - P. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
 - Q. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
 - R. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
 - S. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - T. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - U. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - V. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall not be read.

- 6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)
- 7. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business Address:

Telephone: _____

(SEAL)

C. A CORPORATION

By: Enterprise Builders Corporation _____
(Corporation Name)


New Mexico _____
(State of Incorporation)

By: Chris Baca _____
(Name of person authorized to sign)

Vice President, Estimating/Project Management _____
(Title)

If a New Mexico Corporation: 1409077 _____
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest:  _____
(Secretary)

Business address: PO Box 3987 Albuquerque, NM 87190 _____

Telephone: (505) 857-0050 _____

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.