

Section 3 Bid Proposal

BID PROPOSAL
ITB No. '20/29/B
Buckman Road Recycling and Transfer Station
BuRRT Wetland Liner Replacement

CONTRACTOR NAME CIBKN DIRTWORKS, INC.
ADDRESS 654 FRONTAGE ROAD, ALGODONES, NM 87001

To Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

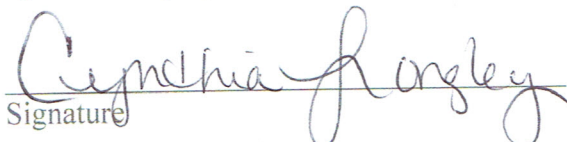
The undersigned proposes to furnish and deliver all the material and to do all the work and labor required to construct "BuRRT Wetland Liner Replacement" at the Buckman Road Recycling and Transfer Station in County of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid as principals are those named herein; that the bid is made without collusion with any person, firm or corporation; that the specifications have been carefully examined, including General and Supplemental Conditions, if any, and that the undersigned has made a personal examination of the site of the work has been made, that all the necessary machinery, tools, apparatus and other means of construction will be furnished and will do all the work and finish all the materials specified in the manner and the time prescribed; that the undersigned understands that the quantities are approximate only and subject to increase or decrease and that the undersigned is willing to perform any increased or decreased quantities of work at the unit price bid.

The undersigned hereby agrees to execute and deliver the Contract Construction Agreement and required bonds within ten (10) days, or such further time as allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that if we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the Contract to others.

The undersigned hereby agrees to commence the Work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within one hundred (100) calendar days, as outlined in the Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or for any neglect or carelessness on the part of said Contractor, its agents or employees, or by or on account of any act or omission of said Contractor, its servants, agents or employees, in performance of this contract.


Signature

6-24-20
Date

**Section 4
Bid Form**

BID FORM
SANTA FE SOLID WASTE MANAGEMENT AGENCY
BUCKMAN ROAD RECYCLING AND TRANSFER STATION
BURRT WETLAND LINER REPLACEMENT
CONTRACTING AGENCY AND OWNER

NAME: CBKN DIRTWORKS, INC.

ADDRESS: 654 FRONTAGE RD. ALGODONES, NM 87001
Hereinafter called Bidder.

TO: Ms. Fran Dunaway, CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Ave., Room 122
Santa Fe, NM 87501
Hereinafter called Owner.

BID FOR: BUCKMAN ROAD RECYCLING AND TRANSFER STATION
BuRRT WETLAND LINER REPLACEMENT

Santa Fe Solid Waste Management Agency: ITB No. '20/29/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
 - a. Advertisement for Bids
 - b. Instructions for Bidders
 - c. Bid Proposal
 - d. Bid Form
 - e. Supplemental Bid Forms
 - f. Construction Agreement
 - g. Performance Bond
 - h. Labor and Material Payment Bond
 - i. General and Supplemental Conditions
 - j. Technical Specifications
 - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all work to construct the BuRRT Wetland Liner Replacement described in the Specifications and shown on the Construction Plans for the following unit prices provided in the Bid Schedule (Unit Prices) below.
Amounts are to be shown in both words and figures. If discrepancy occurs, the amount in words will govern.

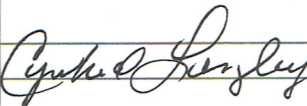
BID SCHEDULE (UNIT PRICES)
ITB NO. '20/29/B

Item No.	Estimated Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid Price In Figures
1.	L.S.	Mobilization/Demobilization. <u>TWELVE THOUSAND DOLLARS AND NO CENTS</u> Dollars and Cents per lump sum.	\$ 12,000. ⁰⁰
2.	Allowance	Testing Allowance <u>Two Thousand Five Hundred</u> Dollars and Cents per allowance.	\$ 2,500.00
3.	L.S.	Remove Constructed Wetlands <u>FORTY THREE THOUSAND DOLLARS AND NO CENTS</u> Dollars and Cents per lump sum.	\$ 43,000. ⁰⁰
4.	L.S.	Replace Constructed Wetlands <u>ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS</u> Dollars and Cents per lump sum.	\$ 110,000. ⁰⁰
5.	L.S.	Remove and Replace Evaporation Pond Liner <u>SIXTY FIVE THOUSAND DOLLARS AND NO CENTS</u> Dollars and Cents per lump sum.	\$ 65,000. ⁰⁰
6.	L.S.	Remove and Replace Existing Fencing <u>TWENTY THOUSAND DOLLARS AND NO CENTS</u> Dollars and Cents per lump sum.	\$ 20,000. ⁰⁰

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-5: \$ 252,500.⁰⁰
 NEW MEXICO GROSS RECEIPTS TAX @ 8.4375% \$ 21,304.⁶⁹
 TOTAL - BASE BID PLUS NM GROSS RECEIPTS TAX \$ 273,804.⁶⁹

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the SFSWMA and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed, or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.

4. All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below (Indicate none if no Addenda have been issued):

Addendum		Acknowledged by Bidder or its Authorized Representative	Date Acknowledged
No.	Date		
1	6/23		6/25/2020

Failure to acknowledge the receipt of all Addenda may be considered sufficient grounds for disqualification of the Bidder and rejection of the bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the bidder's responsibility to become advised of all Addenda prior to submitting their bid. Addenda will also be posted at https://www.santafenm.gov/bids_rfps.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction of BuRRT Wetland Liner Replacement within one hundred (100) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security for five (5) percent of the bid in form of (check one):

Bid Bond Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Form contains the following:
- A. Bid Proposal;
 - B. Bid Form, subcontractor/material list, and acknowledgment of Addenda, if any;
 - C. Bid Bond or Check for Bid Security;
 - D. Non-Collusion Affidavit of Prime Bidder;
 - E. Non-Collusion Affidavit of Subcontractor(s);
 - F. Certification of Nonsegregated Facilities;
 - G. Certification of Bidder regarding Equal Employment Opportunity;
 - H. Certification of Subcontractor regarding Equal Employment Opportunity; and
 - I. Resident Veteran Business / Resident Business (if applicable).

Respectfully Submitted:

Name of Bidder CBKN DIRTWORKS, INC

By: Cynthia Angley
(Signature)

Title: President

Date: 6-24-20

Official Address: 654 FRONTAGE ROAD
ALGODONES, NEW MEXICO, 87001

Telephone No.: 505-867-2801

New Mexico Contractor's License Number and Types: 355848 - GS08, GF03, GF04, GF05
GA01, GA03, GF09

Contractor's CRS Number: 03 033382 00 2

Federal Tax ID No. (EIN): 20 222 3304


Resident Business Preference Certification Number
if any: 40398990512

Resident Veteran Business/Contractor Preference Certification Number
if any: _____



149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850
www.sfswma.org

ADDENDUM No. 1
to
ITB No. '20/29/B

Date: June 23, 2020
To: All Interested Offerors
From: Randall Kippenbrock, P.E., Executive Director 
Re: ITB No. '20/29/B – BuRRT Wetland Liner Replacement

The following clarifications and/or revisions to Invitation for Bid (ITB) No. '20/29/B are hereby made a part of the ITB documents for the above referenced bid as fully and as completely as though the same were included therein.

Note: This Addendum provides clarification to questions received. The date and time that bids are due has not changed.

Question/Clarifications:

1. **Question:** Will there be a tipping fee at the Caja Del Rio disposal site? If so, what is the per ton cost?

Response: The Contractor will not be charged a tipping fee at the Caja Del Rio disposal site. Notice is given that the Contractor is responsible for compliance with the provisions provided in the letter from the New Mexico Environment Department dated April 22, 2020, "Approval of Sludge Disposal Management Plan, Request for Reduced Sampling Frequency and Laboratory Analytical Results – Buckman Road Recycling and Transfer Station, Santa Fe, NM" provided in the Contract Documents.

2. **Question:** Is the HDPE double sided textured?

Response: Yes. The Contractor shall provide double-sided textured surface HDPE geomembrane.

3. **Question:** *What is the total liner that is needed for the project? ("Total liner needed – not specified. Are we going to calculate the amount of liner ourselves?")*

Response: The Engineer has provided the surface area of the ponds on Drawing C-2 of the project plans. The Contractor shall determine the total amount of liner needed to construct the project based on the pond surface area information provided on the drawings, the liner installation details, and any allowances determined by the Contractor for pipe penetrations, overlap, and contraction of the liner during cold weather.

4. **Question:** *How many pipe penetrations total?*

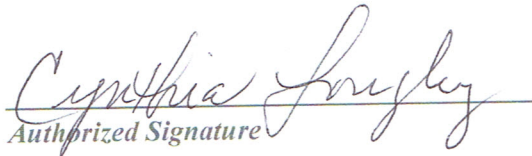
Response: There are four (4) pipe penetrations total.

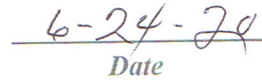
5. **Question:** *Total depth of the ponds looks about 10-12'. Is that correct? To ensure we quote the amount of HDPE correctly if there are no totals provided by you folks.*

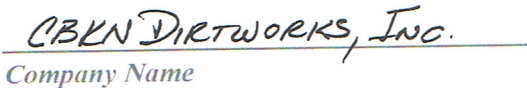
Response: The depth of the ponds presented in the bid documents were prepared with the best information available. The depth of the constructed wetlands and evaporation pond illustrated on Sheet No. C-4 of the Construction Drawings is approximately 8 and 12 feet, respectively.

This Addendum must be signed and returned with your bid. Failure to do so may cause your bid to be considered non-responsive.

Receipt of Addendum No. 1 to ITB No. '20/29/B is hereby acknowledged


Authorized Signature


Date


Company Name

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Section 5 Bid Bond

Bid Bond

BID BOND³

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): CBKN Dirtworks, Inc.
221 State Hwy. 165, Suite F
Placitas, NM 87043

SURETY (Name, and Address of Principal Place of Business): HARCO National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

OWNER (Name and Address): Santa Fe Soild Waste Management Agency
2600 Buckman Rd, Santa Fe, NM 87507

BID

Bid Due Date: **June 25, 2020**

Description (Project Name— Include Location): **BuRRT Wetland Liner Replacement
ITB. No. 20/29/B**

BOND

Bond Number:

Date: **June 25, 2020**

Penal sum Five Percent of Principal's bid \$ 5%
(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
CBKN Dirtworks, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
HARCO National Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Cynthia Longley
Signature

By: Dick Minick
Signature (Attach Power of Attorney)

Cynthia A. Longley
Print Name

Dick Minick
Print Name

President
Title

Attorney-in-Fact
Title

Attest: Michael Hajovsky
Signature

Attest: OE Whitte
Signature

Estimator
Title

Secretary
Title

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

³ EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013

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.