

**00300 – BID FORMS**

**BIDDER'S Name & Address:**

Telephone:

Fax:

Federal Tax ID#:

New Mexico Tax ID (CRS)#:

Email Address:

ITB NO.: **50-52100-25-06151**

PROJECT NAME: **Madrid Stormwater and Erosion Control Project**

AGENCY PROJECT NO.: **EMNRD-MMD-2025-02**

LOCATION: **Madrid, New Mexico**

This Bid is submitted to:

**GSD / State Purchasing Division**

On behalf of the Owner:

**Abandoned Mine Land Program  
Mining and Minerals Division  
State of New Mexico, Energy, Minerals  
and Natural Resources Department**

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 Bidder agrees their bid submission will remain valid for **120 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 Amendments and Question/Answer (Q & A) documents (receipt of all of which is hereby acknowledged):

	Date:	Yes:	No:
Amendment No.: _____	_____	_____	_____
Amendment No.: _____	Date: _____	Yes: _____	No: _____
Amendment No.: _____	Date: _____	Yes: _____	No: _____
Q & A No.: _____	Date: _____	Yes: _____	No: _____
Q & A No.: _____	Date: _____	Yes: _____	No: _____

**Current Amendments and Q & A documents can be located on the New Mexico State Purchasing Website below:**

[http://www.generalservices.state.nm.us/statepurchasing/ITBs\\_RFPs\\_and\\_Bid\\_Tabulation.aspx](http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx)

- B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, 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 Architect/Engineer written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer 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 corporation; 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 for himself any advantage over any other Bidder or over the Owner.
- G. The Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner and/or the Architect/Engineer pertaining to this project.
- H. The Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, as well as State Purchasing's Invitation to Bid Number.
- I. The Bidder will complete the Work for the following price(s) (do not include any gross receipts tax in the price(s)):
- J. The Bidder acknowledges this project is fully federally funded and therefore is subject to the Owners available federal funding.

**Instructions:**

For lump sum Bid Items, only enter bid in right column, "Bid Amount"; otherwise, provide both a Unit Price and Bid Amount (Unit Price X Quantity). Descriptions of lump sum Bid Items are given in Appendix B Administrative Specifications, Section 010110 Summary of Work, Subsection 01028 Prices. In case of discrepancy, the amount shown in words shall govern. **Bidder must bid on all Bid Lots and all Bid Items, failure to do so will result in rejection of the bid.** All entries shall be either typed or entered in block print. The provided quantities are of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be determined. All provided costs shall exclude applicable state gross receipts tax or applicable local option tax.

**Bid Lot 1: Cave Road, Madrid Arroyo, and Ball Park Project Areas**

<b>BID ITEM</b>	<b>MATERIAL / WORK DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT (US Dollars)</b>
1	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS		
2	Traffic Control Plan & Implementation	1.0	LS		
3	Construction Staking	1.0	LS		
4	Clearing and Grubbing	15851.0	SY		
5	Unclassified Excavation	37635.0	CY		
6	Subgrade Preparation	5819.0	SY		
7	Blading and Shaping	23152.0	SY		
8	Major Structure Excavation and Subgrade Preparation (Abutments)	1.0	LS		
9	Base Course including gravel surfacing	2054.0	CY		
10	Filter Aggregate (1"-4")	221.0	CY		
11	NM-14 Paving, 4.5"	69.0	SY		
12	Concrete Pavement, 6"	420.0	SY		
13	Precast Concrete Box Culvert (NM-14 Crossing)	10.0	CY		
14	Removal of Structures and Obstructions	1.0	LS		
15	Removal of Surfacing	69.0	SY		
16	Structural Concrete, Class AA	340.0	CY		
17	Reinforced Concrete for Minor Structures	46.0	CY		
18	Class AA Concrete Grout for Arroyo Structures	154.0	CY		
19	Pedestrian Bridge	1.0	LS		
20	Steel Pipe Railing	280.0	LF		
21	24" Culvert Pipe	60.0	LF		
22	24" Culvert Pipe End Section	2.0	EA		
23	Riprap Class B	1222.0	CY		
24	Riprap Class C	610.0	CY		
25	Clean Water Act Compliance	1.0	LS		
26	Standard Gate	1.0	EA		
27	Fire Hydrant	4.00	EA		
28	Waterline Construction (3" to 8")	1,115.00	LF		
29	Gate Valve, 8"	1.00	EA		
30	Gate Valve, 3"	1.00	EA		

31	Landscape Boulder Arroyo Structures (3' to 4')	1,616.00	EA		
32	Boulder Walls	1,370.00	LF		
33	Boulder Channels	2.00	LS		
34	Bollards	10.0	EA		
35	Panel Signs	1.0	LS		
36	Construction Fencing	1.0	LS		
37	Drop Inlet 4'x4' (TY. III) H=4'-0"	2.0	EA		
38	Drop Inlet Protection 4'x4'	2.0	EA		
39	Single Face W-Beam Guardrail	290.0	LF		
40	Adjust Valve Box to Grade	6.0	EA		

SUBTOTAL BID LOT 1<sup>1</sup> (sum of Bid Amounts for Bid Items 1 through 40, Cave Road, Madrid Arroyo, Ball Park Project Areas)

\_\_\_\_\_ Dollars  
(Written Dollars and Cents)

(\$ \_\_\_\_\_)

Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

<sup>1</sup> The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

**Bid Lot 1 (Additive Alternate 1): Bridge Street Project Area**

<b>BID ITEM</b>	<b>MATERIAL / WORK DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT (US Dollars)</b>
41	Construction Staking	1.0	LS		
42	Unclassified Excavation	277.0	CY		
43	Base Course including gravel surfacing	37.5	CY		
44	24" Culvert Pipe	125.0	LF		
45	Removal of Structures and Obstructions	25.0	LF		
46	Class B Riprap	8.5	CY		
47	Silt Fence	100.0	LF		
48	Drop Inlet 4'x4' (TY. III) H=4'-0"	1.0	EA		
49	Drop Inlet Protection, 4'x4'	1.0	EA		
50	Concrete Valley Gutter, 6" x 48"	243.0	LF		

SUBTOTAL BID LOT 1 ADDITIVE 1<sup>2</sup> (sum of Bid Amounts for Bid Items 41 through 50, Bridge Street Project Area)

\_\_\_\_\_ Dollars  
(Written Dollars and Cents)

(\$ \_\_\_\_\_)

Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

<sup>2</sup> The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

**Bid Lot 2: Revegetation and Irrigation Plan Implementation**

<b>BID ITEM</b>	<b>MATERIAL/WORK DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>BID AMOUNT (US Dollars)</b>
51	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS		
52	Solar powered water pumping system, RPS 400V or approved equal. Furnish/install/test/certify. Complete in place	1.0	LS		
53	Irrigation water system components, including a 1,500 gallon water tank, steel pipe wet well, an irrigation controller, a waterproof electrical panel box on a pedestal, electrically operated valves for each irrigation zone, valve box, etc. Furnish, install, test and certify. CIP	1.0	LS		
54	Irrigation system equipment yard. Site prep & grading, security fencing with 12 ft gate, base course gravel surfacing of vehicle access areas. CIP	1.0	LS		
55	Primary irrigation system water lines, for three zones. 3/4" PVC piping, incl. trench & backfill, marker tape and Carsonite surface markers.	2300.0	LF		
56	Secondary irrigation system water lines, from the primary pipe system to the individual bubbler heads, flexible tubing with shallow bury, supplying 47 locations.	1.0	LS		
57	Seed Mix A & F (hydroseed & fertilizer application)	6.8	AC		
58	Seed Mix B (hydroseed & fertilizer application)	1.2	AC		
59	Seed Mix C (hydroseed & fertilizer application)	0.4	AC		
60	Seed Mix D (hydroseed & fertilizer application)	2.2	AC		
61	Seed Mix E (hydroseed & fertilizer application)	0.2	AC		
62	Compost mulch (134/cubic yards per acre)	1340.0	CY		
63	Hydromulch with Tackifier (Bonded Fiber Mix) (materials), 2,000 pounds per acre	10.0	AC		
64	Straw wattles, install on exposed soil slopes prior to seeding & mulching	4100.0	LF		
65	Live Plantings, 10-gallon shrubs and trees (materials and planting)	47.0	EA		

66	Live plantings, grass plugs (materials and planting)	400.0	EA		
67	Live plantings, Apache plume and Chamisa seedlings (materials and planting)	200.0	EA		
68	Water tank refilling, 1500 gallons per trip	12.0	EA		

**Assumptions**

A - 5.83 acres, B - 1.12 acres, C - 0.32 acres. Total = 7.27 acres

Need to separate cost for materials (pound-based cost) and application (acre-based cost).

Refilling of the tank (1,500-gallon tank; six watering sessions of 500 gallons each)

SUBTOTAL BID LOT 2<sup>3</sup> (sum of Bid Amounts for Bid Items 51 through 68, Madrid Arroyo Re-vegetation Plan Implementation)

\_\_\_\_\_ Dollars

(Written Dollars and Cents)

(\$ \_\_\_\_\_)

Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

**TOTAL BASE BID<sup>4</sup> (sum of Bid Lots 1, Bid Lots 2, Additive Alternate 1 Amounts)**

\_\_\_\_\_ Dollars

(Written Dollars and Cents)

(\$ \_\_\_\_\_)

Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

**4. The Bidder agrees that:**

- A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **270 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 to pay to the Owner in partial consideration for the award of this Contract the amount of **(XXXXXX – SPELL OUT)** dollars **(XXXX.XX)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (not including gross receipts tax), 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.

<sup>3</sup> The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

**BIDDER MUST FILL IN THE FOLLOWING (if none, write none)**

CID NM License Number: \_\_\_\_\_

Classification: \_\_\_\_\_

Resident Contractor's Preference Number: \_\_\_\_\_

Public Works Registration Number: \_\_\_\_\_  
\_\_\_\_\_

**Pursuant to: 13-4-13.1. Public works contracts; registration of contractors and subcontractors.**

**Submitting a bid valued at more than \$60,000 for any portion of a public works project greater than \$60,000 that is subject to the New Mexico Public Works Act is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting a bid. The Energy, Minerals, and Natural Resources Department may reject any and all bids that, fail to provide a Public Works Registration number for the prime contractor and all other listed contractors or subcontractors. All licenses and certifications MUST be Active by the time bids are due.**

5. 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), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

6. If the Bidder is; \_\_\_\_\_

**A. An INDIVIDUAL:**

By \_\_\_\_\_

(Individual's Signature)

doing business as

Business address \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_

(SEAL)



**B. A PARTNERSHIP:**

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

Business address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

(SEAL)

**C. A CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Name of Person Authorized to Sign)

If a New Mexico Corporation: \_\_\_\_\_  
NM Certificate of Incorporation Number

If a Foreign Corporation: \_\_\_\_\_  
NM Certificate of Incorporation Number

Attest Secretary: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**D. A JOINT VENTURE:**

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Each Joint Venturer 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.

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**END OF BID FORM**

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