

ADDENDUM NO. 1

to

CONTRACT DOCUMENTS FOR

**SAN JOSE BOULEVARD
ROAD IMPROVEMENTS**

PHASE V

**Carlsbad, New Mexico
(Bid Number 2017-21)**

November 2017

**Bid Submittal Date: November 6, 2017
2:00 PM**

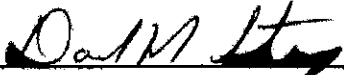
Owner:

City of Carlsbad
101 N. Halagueno Street
P.O. Box 1569
Carlsbad, New Mexico 88221-1569

Engineer:

Souder, Miller & Associates
500 North Main St. Suite 504
Roswell, NM 88201
(575) 624-2400

Addendum No. 1 is issued to provide changes and/or clarifications to the above referenced project bid. This addendum constitutes a change to the aforementioned contract documents. All provisions of the contract documents not in conflict with Addendum No. 1 shall remain in full force. Receipt of this Addendum shall be acknowledged on the Bid Form.



David M. Storey, PE NM # 10850 Date: 10-16-2017
Project Engineer
Souder, Miller & Associates

Addendum No. 1

**To Contract Documents for San Jose Boulevard Road Improvements Phase V
Bid Number 2017-21**

The following are statements of general information for plan holders.

CLARIFICATIONS TO BID DOCUMENTS

UPDATED ITEMS TO BE REPLACED/ACKNOWLEDGED IN CONTRACT DOCUMENT

- **Instructions to Bidders, page 5, Section 17.0 SUBMISSION OF BIDS (attached)**

Subcontractor's Fair Practice Act Compliance **will not** need to be submitted with submitted bid documents. All other documents listed in Section 17.0 will need to be submitted and can be found within the Contract Documents.

- **Contract Agreement, page 2, Section 8 Article 3 – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION (attached)**

DISREGARD: NOTE: These Liquidated Damages Are Separate From Those Identified In The Notice To Contractor For CID Canal.

- **Bid Opening Time has changed to 1:00 p.m. from 2:00 p.m.; Date of Opening will remain the same November 6, 2017**

Last Day for Questions:

SMA will respond to questions up until October 30, 2017 11:00 AM. After that time, no more questions will be received.

17.0 SUBMISSION OF BIDS

The following bid documents, completed and signed with appropriate signatures, are to be submitted as your Bid: ~~Section 4 – Subcontractor's Fair Practice Act Compliance;~~ Section 5 - Bid Schedule; Section 6 - Bid Bond; Section 7 - Statement of Bidders Qualifications; Section 13 – Campaign Contribution Disclosure Form; and any other information that may be required from time to time.

Prices shall be filled in for all items on the Bid Schedules. Prices shall be written in words and numerals in the spaces provided. In the case of a discrepancy, the amount shown in words shall govern. The Bid Schedule must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed to the bid and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an Acknowledgment of Receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule), and acknowledgment of the 12 Hour Call-Out Notice.

Bids shall be submitted before the time and place stated herein. Bids received after the Bid Opening time will be returned unopened. Faxed Bids will not be accepted.

The address and telephone number for communications regarding the Bid must be shown.

Alterations to Bid amounts by erasures or by interlineations shall be initialed by the signer of the Bid. Any Bid not duly signed will not be considered. All proposals shall be submitted and received with the understanding that the BIDDER accepts the terms and conditions as set forth herein.

Each Bid, accompanied by the Bid Security and all other required documents shall be placed in a sealed opaque envelope marked with the words "Bid Proposal", the project title, the Public Works Bid Number (shown on the title sheet of the specification book), and the name and address of the BIDDER.

18.0 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each BIDDER must submit with their bid, the "Statement of Bidder's Qualifications" contained in Section 7 herein. A BIDDER is not required to have a City of Carlsbad Business Registration Number at the time of Bid Opening; however, the successful BIDDER will be required to obtain a City of Carlsbad Business License and Registration Number as a condition of Contract Execution. The City of Carlsbad reserves the right to require additional information and to reject any and all bids from BIDDERS that OWNER determines not to be qualified to carry out the obligations of the Contract and complete the Project.

19.0 BID SECURITY

Bid security in the amount of five (5) percent of the amount of the Bid shall accompany the Bid Proposal. This Bid Security must be in the form of a certified or bank's cashier's check, payable without condition or recourse, to the OWNER or it may be a Bid Bond issued by a surety licensed to conduct business in the State of New Mexico and be named in the current list of the Insurance Division, State Corporation Commission, Santa Fe, New Mexico.

ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER. Substantial Completion shall be achieved not later than One Hundred Seventy (170) weather working days for **Phase V**; after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the OWNER. Final Completion shall be achieved not later than Fifteen (15) weather working days after the date of Substantial Completion.

Should the CONTRACTOR neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the CONTRACTOR agrees, in partial consideration for the award of this Contract, to pay to the OWNER the amount Identified in Section 108.8 Liquidated Damages of the NMDOT Standard Specifications for Highway and Bridge Construction 2014 Edition per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

~~NOTE: These Liquidated Damages Are Separate From Those Identified In The Notice To Contractor For GID Grant.~~

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR in current funds for performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Price determined as follows:

See CONTRACTOR'S *Bid Schedule*, attached hereto as *Exhibit B* and incorporated by reference.

ARTICLE 5 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted in accordance with Article 14 of the General Conditions, the OWNER shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the OWNER, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Price properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Price properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the OWNER; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

ARTICLE 6 - FINAL PAYMENT

Final payment, constituting the entire undisputed, unpaid balance of the Contract Price, shall be paid by the OWNER to the CONTRACTOR within ten (10) days after notification of the OWNER, by the Architect/Engineer that all incomplete and unacceptable Work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the CONTRACTOR shall provide to the OWNER a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.