

**ADDENDUM NO. 1  
INVITATION FOR BID  
WHITTIER STREET & BYRON AVENUE RECONSTRUCTION PROJECT**

**Date:** May 12, 2021

**Contracting Agency:** City of Raton  
224 Savage Avenue  
Raton, New Mexico 87740  
(575) 445-9551

**Issued By:** Karen Stearns, P.E.

Solicitors are instructed to incorporate the following clarifications/revisions into their bid for the above referenced Invitation for Bid.

<b>Bid Document</b>	<b>Page</b>	<b>Section</b>	<b>Clarification / Revision</b>
Bid Form	BF-4	Article 5.01.B Unit Bid Price Items	Replace the Bid Form with the attached.
Agreement	C-520-3	Article 5.01.B Unit Bid Price Items	Replace page 3 of 8 of the Agreement with the attached.
Technical Specifications	TS-7	ITEM 11	<p>Replace the heading, "ITEM 11: LINEAR CONCRETE VALLEY GUTTER" with "ITEMS 11 &amp; 12: CONCRETE VALLEY GUTTER."</p> <p>Replace the last paragraph with, "Work for the installation of concrete valley gutters per NMDOT DWG 609-01-1/1 shall be measured and paid for at the contract unit price per linear foot under ITEM 11. Work for the installation of concrete valley gutters at intersections per NM APWA DWG 2420 shall be measured and paid for at the contract unit price per square yard under ITEM 12."</p>
Technical Specifications	TS-7	ITEM 12	Delete the heading, ITEM 12: CONCRETE VALLEY GUTTER AT INTERSECTION

**BID FORM  
CITY OF RATON  
WHITTIER STREET & BYRON AVENUE RECONSTRUCTION PROJECT**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to the Owner:

**City of Raton  
224 Savage Avenue  
P.O. Box 910  
Raton, NM 87740  
Scott Berry, City Manager  
Work: (575) 445-9551**

The Bid deadline is:

**May 26, 2021 by 3:00 pm**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 The Owner reserves the right to increase or decrease any or all quantities as in the best interest of the Owner.
- 1.04 The Owner reserves the right to reject any or all bids, to waive any informalities, or to accept any portion of the bid as is in the best interest of the Owner.
- 1.05 The Owner shall consider and apply provisions of NMSA 13-4-2 regarding Certified New Mexico Resident Contractor and NMSA 13-1-21/ 13-l-22 regarding Certified Veterans Preference in this procurement.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder agrees to execute the standard form of contract and to furnish Performance Bond in the amount of One Hundred Percent (100%) of the total bid amount, Payment Bond in the amount of One Hundred Percent (100%) of the total bid amount and Certificates of Insurance within fifteen (15) days following receipt of Notice of Award, and failing to do so, to forfeit the accompanying bid bond to the Owner as liquidated damages, and the Owner may proceed to award the contract to others.
- L. In accordance with NMSA 13-4-13.1.1., the contractor or subcontractor(s) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the Labor Department in order to submit a bid valued at more than sixty thousand dollars (\$60,000). Sealed bids received that are not compliant with this provision shall be subject to rejection by the Owner.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For all Work other than Unit Price Work, an amount equal to the sum of Lump Sums:

<b>Lump Sum Bid Items</b>		
Item No.	Description	Amount Bid
1	Mobilization, Demobilization and General Requirements (7% max.)	\$
<b>Subtotal of Lump Sum Bid Item 1, Excluding New Mexico Gross receipts Tax<sup>(1)</sup></b>		\$

Bidder to include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

B. For all Work as Unit Price Work, an amount equal to the sum of extended prices:

Unit Price Bid Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
<b>Base Bid:</b>					
2	Mill Asphalt Pavement (1.5-Inch depth, full road width)	SY	1,409	\$	\$
3	Asphalt Pavement Patch, In Place	SY	0	\$	\$
4	Pavement Fabric	SY	4,716	\$	\$
5	Tack Coat	SY	4,716	\$	\$
6	Hot Mix Asphalt Pavement (1.5-Inch Thick)	SY	4,716	\$	\$
7	Manhole Cover Adjustment	EA	4	\$	\$
8	Water Valve Cover Adjustment	EA	4	\$	\$
9	Concrete Curb & Gutter, NMDOT Type "B"	LF	1,714	\$	\$
10	Concrete Drivepad	SY	97	\$	\$
11	Linear Concrete Valley Gutter (3-Feet wide)	LF	235	\$	\$
12	Concrete Valley Gutter at Intersection	SY	146	\$	\$
13	Concrete Sidewalk	SF	3,296	\$	\$
14	Remove & Replace CMP Culverts, Includes End Sections	LF	130	\$	\$
15	ADA Parallel Curb Ramp, NMDOT 608-001-3 & 608-001-8	EA	5	\$	\$
16	12" Wide Stop Bar (White)	LF	65	\$	\$
17	Concrete Rundown	EA	1	\$	\$
<b>Subtotal of All Unit Price Bid Items 2 to 17, Excluding New Mexico Gross Receipts Tax<sup>(1)</sup></b>					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

---

**Subtotal of Lump Sum + Unit Price Bids = Total Bid Price<sup>(1)</sup> = \$**

---

Note:

- 1) The basis for award of the Bid shall be the lowest responsive Base Bid Price amount without New Mexico Gross Receipts Tax (NMGRT). NMGRT shall be applied during invoicing throughout the project payment period.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Form (mandatory);
  - B. Required Bid Security (mandatory);
  - C. Bidder’s List of Subcontractors and Suppliers (mandatory for compliance with the Subcontractors Fair Practices Act);
  - D. Campaign Contribution Disclosure Form (mandatory);
  - E. New Mexico Resident Veterans Preference Certification No.: \_\_\_\_\_ (if applicable);
  - F. New Mexico Resident Business Preference Certification No.: \_\_\_\_\_ (if applicable);
  - G. List of Project References (preferred);
  - H. New Mexico CRS No.: \_\_\_\_\_ (mandatory);
  - I. New Mexico Contractor’s License No. and Classification: \_\_\_\_\_  
[or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids (mandatory);
  - J. New Mexico Labor Department Labor Enforcement Registration No.: \_\_\_\_\_ (mandatory);
  - K. Contractor’s Federal I.D. No.: \_\_\_\_\_ (mandatory);
  - L. Required Bidder Qualification Statement with supporting data (preferred); and
  - M. A copy of the first page of each Addendum issued (preferred).

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

Title:

\_\_\_\_\_

Submittal Date:

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Contact Name and E-Mail Address:

\_\_\_\_\_

\_\_\_\_\_

Unit Price Bid Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
<b>Base Bid:</b>					
5	Tack Coat	SY	4,716	\$	\$
6	Hot Mix Asphalt Pavement (1.5-Inch Thick)	SY	4,716	\$	\$
7	Manhole Cover Adjustment	EA	4	\$	\$
8	Water Valve Cover Adjustment	EA	4	\$	\$
9	Concrete Curb & Gutter, NMDOT Type "B"	LF	1,714	\$	\$
10	Concrete Drivepad	SY	97	\$	\$
11	Linear Concrete Valley Gutter (3-Foot wide)	LF	235	\$	\$
12	Concrete Valley Gutter at Intersection	SY	146	\$	\$
13	Concrete Sidewalk	SF	3,296	\$	\$
14	Remove & Replace CMP Culverts, Includes End Sections	LF	130	\$	\$
15	ADA Parallel Curb Ramp, NMDOT 608-001-3 & 608-001-8	EA	5	\$	\$
16	12" Wide Stop Bar (White)	LF	65	\$	\$
17	Concrete Rundown	EA	1	\$	\$
<b>Subtotal of All Unit Price Bid Items 2 to 17, Excluding New Mexico Gross Receipts Tax<sup>(1)</sup></b>					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total Lump Sum amount and Unit Price Work (subject to final Unit Price adjustment)

<b>Subtotal of Lump Sum + Unit Price Bids = Subtotal Bid Price</b>	\$
<b>New Mexico Gross Receipts Tax of 8.5083% of Subtotal</b>	\$
<b>Total of Lump Sum and Unit Price Bids + New Mexico Gross Receipts Tax = Total Bid Price</b>	\$