

NOTICE OF ADDENDUM #1

Invitation to Bid No. 2019/20-07 Curry Road 7 Rehabilitation Project

This one (1) page must be completed and submitted with all other documents in the Proposal Package

By signing this page and submitting a proposal, vendor hereby acknowledges that it/they have read and understand all terms, conditions, and requirements set forth in the Invitation to Bid and the attached addendum #1. In addition, acknowledges the addenda(s) that have been issued.

Offeror Information:

Signature: _____

Print Name & Title: _____

Firm Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone & Fax:

Email Address: _____

NOTICE OF ADDENDUM #1
TO:
Invitation to Bid No. 2019/20-07

Issue Date: April 15, 2020

The Board of County Commissioners of Curry County, State of New Mexico, has issued the following Addendum #1 to the Invitation to Bid for the Curry Road 7 Rehabilitation Project ITB No. 2019/20-07.

This Addendum is issued to reflect the following changes and address the following questions:

1. **Electronic Bid Submission** - In the wake of the COVID-19 Public Health Emergency and to minimize public health risk, bids must be submitted electronically through Curry County's Procurement provider, Vendor Registry. Registration and access to all documents is free of charge. To register, please visit the link: [Free Vendor Registration](#). Electronic bids submissions shall be submitted no later than April 21, 2020 at 2:00 P.M.
2. **Bid Opening** – For reasons explained in Item #1 of this Addendum, a physical, public meeting will not be held for the bid opening. The public bid opening will be held online. Instructions for participating in the meeting are as follows:

Join Hangouts Meet

<https://meet.google.com/ea-kpci-kzw>

Join by phone

+1 929-236-4133 PIN: 612 856 803#

3. **Contract** – The Contract Agreement included in the Invitation to Bid shall be deleted in its entirety and replaced with the attached revised Contract Agreement.
4. **Questions:**
 - a. **Question 1** - Bid Item 302000: Is the work to be performed with a reclaimer that is equipped with the ability to regulate water for moisture control?
Answer – Reference is made to Section 302: Process, Placing and Compacting existing Pavement of the NMDOT Standard Specifications for Highway and Bridge Construction, 2019 Edition
 - b. **Question 2** - Bid Item 420000: The aggregate chips must meet NMDOT specifications?

Answer – The Aggregate chips shall meet specifications as outlined in the Curry County Road Policy 2017, Section III: Subdivision Roads, Article 6, Paragraph C.

c. **Question 3** – Is Fog Seal Required on the completion of the chip seal?

Answer – A fog seal is not required

d. **Question 4** - Bid Item 618000: Is the project required to be completed one mile at a time, or done full length with proper traffic control provisions?

Answer – The Contractor shall submit a TCP for approval prior to construction. The County has not placed a limit on the length or number of construction phases

e. **Question 5** – Is the TCS required to be onsite full time?

Answer – The TCS does not have to be on site full time, but is required to keep an up to date Traffic Control Diary and available to be on the project within one (1) hour at all times.

f. **Question 6** – Bid Item 801000: Are As-Builts required?

Answer – Bid Item 801000 is for Construction Staking and As-Builts are not required for submittal.

g. **Question 7** – Bid Item 901000: Must the Contractor have a certified laboratory for testing within the Clovis Area?

Answer – The Certified Testing Laboratory must be certified by the NMDOT within District 2.

All of the remaining terms and conditions of ITB No. 2019/20-07 have not been altered or changed and remain the same.

Questions concerning this addendum should be directed to Troy Hall, Purchasing Agent at thall@currycounty.org

End of Addendum #1

CONTRACT AGREEMENT

This AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between Curry County, a New Mexico municipal corporation (“OWNER”) and _____ a _____ New Mexico _____ (“CONTRACTOR”).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire AGREEMENT between OWNER and CONTRACTOR concerning the Work consist of the following:

- This AGREEMENT
- Exhibits to this AGREEMENT
- All required Bonds
- Notice of Award
- Conditions of the Contract (General, Supplementary, and Other Conditions)
- Project Specifications
- Drawings with each sheet bearing the following general title:

**CURRY ROAD 7 REHABILITATION PROJECT
ITB #2019/20-07
CN: LP20003**

- Notice to Proceed
- Bid Documents and CONTRACTOR'S *Bid Schedule*
- The Certificate of Insurance
- All Addenda Issued Prior to, and all Modifications Issued after, Execution of this AGREEMENT.

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this AGREEMENT, or repeated herein.

There are no Contract Documents other than those listed above in the Article 1.

ARTICLE 2 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CURRY ROAD 7 REHABILITATION PROJECT

and consisting of the following: See attached *Exhibit A*.

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 per the table shown below:

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 no later than **Sixty-Five (65)** Weather Working Days, 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 no later than **Ten (10)** Weather Working Days after the date of Substantial Completion.

The contract shall include **Ten (10)** Weather Working Day Ramp Up Time.

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 2019 Edition** per consecutive Weather Working Day, not as a penalty, but as liquidated damages for such breach of this Contract.

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:

ARTICLE 5 - PROGRESS PAYMENTS

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 forty-five (45) 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.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

CONTRACTOR has studied and become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

CONTRACTOR has given OWNER's Representative all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER's Representative is acceptable to CONTRACTOR.

ARTICLE 8 - GENERAL AND SPECIAL PROVISIONS

The OWNER's Representative is Walon Jones, County Road Superintendent for Curry County, New Mexico, who is hereinafter called OWNER's Representative and who is to act as OWNER's Representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER's Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

This AGREEMENT shall be governed exclusively by the provisions hereof, and by the laws of the State of New Mexico, as the same from time to time exist.

Terms used in this AGREEMENT, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

As between the parties to this AGREEMENT: As to all acts or failures to act by either party to this AGREEMENT, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the OWNER's approval of the Final Certificate of Payment.

The CONTRACTOR shall hold harmless and indemnify the OWNER against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the CONTRACTOR.

This AGREEMENT shall not become effective until it is signed by all parties which are required to sign this AGREEMENT.

The CONTRACTOR and his agents and employees are independent CONTRACTORS and are not employees of Curry County. The CONTRACTOR and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of Curry County, as a result of this AGREEMENT.

The CONTRACTOR, upon final payment of the amounts due under this AGREEMENT, releases the OWNER, his officers and employees, and Curry County from all liabilities and

obligations arising from or under this AGREEMENT, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the CONTRACTOR may incur.

The CONTRACTOR agrees not to purport to bind Curry County to any obligation not assumed herein by Curry County unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

THE CONTRACTOR:

Curry County
417 Gidding Street
Clovis, NM 88101

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

Gender, Singular/Plural. Words of any gender used in this AGREEMENT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

Captions and Section Headings. The captions and section headings contained in this AGREEMENT are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this AGREEMENT.

Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this AGREEMENT shall be attached to this AGREEMENT at the time of Execution and are hereby incorporated by reference as though set forth in full in this AGREEMENT to the extent they are consistent with its conditions and terms.

Severability. If any clause or provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, then and in that event, it is the intention of the parties hereto that the remainder of this AGREEMENT shall not be affected thereby.

Waiver. No provision of this AGREEMENT shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Entire AGREEMENT. This AGREEMENT represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or

altered without the written consent of the parties hereto. This AGREEMENT incorporates all the conditions, agreements, and understandings between the parties concerning the subject matter of this AGREEMENT, and all such conditions, understandings, and agreements have been merged into this written AGREEMENT. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written AGREEMENT.

Interchangeable Terms. For purposes of all provisions within this AGREEMENT and all attachments hereto, the terms "AGREEMENT" and "Contract" shall have the same meaning and shall be interchangeable.

Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

A potential CONTRACTOR, or the CONTRACTOR, agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If CONTRACTOR fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have Executed two copies of this AGREEMENT. One counterpart each has been delivered to CONTRACTOR and OWNER's Representative. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER's Representative on their behalf.

CONTRACTOR

By: _____

NM Taxpayer Identification Number: _____

Federal Taxpayer Identification Number: _____

OWNER
CURRY COUNTY, NEW MEXICO
a New Mexico Municipal Corporation

By: _____

Lance Pyle, Curry County Manager

ATTEST:

Carol Pipes, Finance Director

EXHIBIT A

CURRY ROAD 7 REHABILITATION PROJECT ITB #2019/20-07. CN: LP20003

Project Scope of Work:

This project consists of the rehabilitation of Curry Road 7 from Curry Road N to US 70, to include processing, placing and compaction of the existing roadway section, base course, shoulder widening, double pen chip seal, reshaping the roadside ditches for drainage, culvert pipe replacement, traffic control and associated construction.