

**ADDENDUM NO. 1
INVITATION FOR BID
SUGARITE AVENUE RECONSTRUCTION PROJECT**

Date: February 23, 2023

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.

Bid Document	Page	Section	Clarification / Revision
Engineer Certification	ii	Certifications	Replace the Engineer Certification with the attached.
Bid Form	BF-1 to BF-6	Article 5.01.B Unit Bid Price Items	Replace the Bid Form with the attached.
Agreement	C-520- 2 to 4	Article 5.01.B Unit Bid Price Items	Replace page 2-4 of 8 of the Agreement with the attached.

ENGINEER CERTIFICATION

City of Raton, Sugarite Avenue Reconstruction Project

Engineer of Record: Engineering Analytics, Inc.
Karen Stearns, P.E.
219 S. 2nd Street
Raton, New Mexico 87740
Telephone (575) 445-7192

The plans, drawings, specifications, technical materials and related project documents for the Sugarite Avenue Reconstruction Project were prepared under the supervision and direction of the Registered Professional Engineer in the State of New Mexico whose seal is affixed below.



Karen M Stearns

Karen Stearns, Engineer of Record
New Mexico P.E. License No. 14085

1-30-23

Date

Approval:

Scott Berry

Scott Berry, City Manager
City of Raton

2-1-2023

Date

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing. Refer to paragraph 3.2 of the Instructions to Bidders as to interpretations.

**BID FORM
CITY OF RATON
SUGARITE 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:

March 7, 2023 by 3:00PM

- 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/ 13-1-22 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>
1	2/23/2023
_____	_____
_____	_____

- 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:

Base Bid Lump Sum Bid Items		
Item No.	Description	Amount Bid
1	Mobilization, Demobilization and General Requirements	\$
Subtotal of Base Bid Lump Sum Item 1, Excluding New Mexico Gross Receipts Tax⁽¹⁾		\$

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:

Base Bid Unit Price Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
2	Remove & Replace Curb & Gutter (B 6"X30")	LF	251	\$	\$
3	Remove & Replace Sidewalk	SY	233	\$	\$

Base Bid Unit Price Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
4	New Concrete Valley Gutter	SY	124	\$	\$
5	Accessible Ramp	EA	14	\$	\$
6A	New Bicycle Trail Curb (D 6"x18")	LF	3,909	\$	\$
6B	New Bicycle Trail Concrete Median Sidewalk (4" thick)	SY	538	\$	\$
7	Full Depth Pavement Patch	SY	350	\$	\$
8	Hot Poured Crack Sealing	LB	500	\$	\$
9	Micro-Surfacing Course	SY	29,960	\$	\$
10	Manhole Cover Adjustment	EA	3	\$	\$
11	Valve Box Cover Adjustment	EA	4	\$	\$
12A	Pavement Marking 4" (dashed yellow)	LF	310	\$	\$
12B	Pavement Marking 4" (solid yellow)	LF	9,440	\$	\$
12C	Pavement Marking 4" (solid white)	LF	10,785	\$	\$
12D	Pavement Markings 4" (dashed white)	LF	752	\$	\$
12E	Pavement Markings 12" (solid white, cross walk)	LF	231	\$	\$
12F	Pavement Marking (Thru Arrow + Bike Symbol)	EA	45	\$	\$
12G	Pavement Marking Yield Line	LF	35	\$	\$
12H	Pavement Marking Bike Lane Green at Intersections	SY	960	\$	\$
13A	Aluminum Panel Signs	SF	172	\$	\$
13B	2" Square Tubing Steel Post	LF	170	\$	\$
13C	U-Channel Steel Post	LF	65	\$	\$
13D	Multi-Directional Slip Base Post	EA	9	\$	\$
13E	Remove and Reset Traffic Sign	EA	5	\$	\$
14	Object Marker Type 2	EA	46	\$	\$
15	Removable Bollard	EA	41	\$	\$
16	Crossing at Sugarite/Guadalupe	LS	1	\$	\$
17	Solar Powered Radar Speed Sign	EA	2	\$	\$
Subtotal of All Base Bid Unit Price Bid Items 2 to 17, Excluding New Mexico Gross Receipts Tax⁽¹⁾					\$

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.

Total Base Bid Price = Subtotal of Items 1 to 17 ⁽¹⁾ = **\$**

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:

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner Two Hundred and Fifty Dollars (\$250) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Two Hundred and Fifty Dollars (\$250) for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

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

Lump Sum Items		
Item No.	Description	Amount Bid
1	Mobilization, Demobilization and General Requirements	\$
Subtotal of Lump Sum Item 1, Excluding New Mexico Gross receipts Tax⁽¹⁾		\$

B. For all Unit Price Work, an amount equal to the sum of extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Bid Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
2	Remove & Replace Curb & Gutter (B 6"X30")	LF	251	\$	\$
3	Remove & Replace Sidewalk	SY	233	\$	\$
4	New Concrete Valley Gutter	SY	124	\$	\$
5	Accessible Ramp	EA	14	\$	\$

Unit Price Bid Items					
Item No.	Description	Units	Estimated Quantity	Unit Bid Price	Extended Price
6A	New Bicycle Trail Curb (D 6"x18")	LF	3,909	\$	\$
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14	Object Marker Type 2	EA	46	\$	\$
15	Removable Bollard	EA	41	\$	\$
16	Crossing at Sugarite/Guadalupe	LS	1	\$	\$
17	Solar Powered Radar Speed Sign	EA	2	\$	\$
Subtotal of All Unit Price Bid Items 2 to 17, Excluding New Mexico Gross Receipts Tax⁽¹⁾					\$

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)

Subtotal of Lump Sum + Unit Price = Subtotal Price	\$
New Mexico Gross Receipts Tax of 8.3833% of Subtotal	\$
Total of Lump Sum and Unit Price + New Mexico Gross Receipts Tax = Total Price	\$

D. The applicable New Mexico Gross Receipts Tax Rate (currently 8.3833%) shall be applied to every invoice submitted by the Contractor applied to the total amount of the invoice being submitted.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the Tenth (10th) or Twenty-Fourth (24th) day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.