



ADDENDUM NO. 1

to

**SPECIFICATIONS, CONTRACT DOCUMENTS
AND DRAWINGS**

for

**LAS VEGAS SOLID WASTE FACILITY
DRAINAGE IMPROVEMENTS PROJECT**

Bid Package
Published March 14, 2022

Owner:

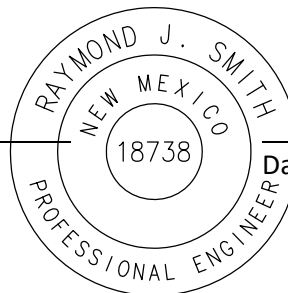
City of Las Vegas, NM
1700 Grand Avenue
Las Vegas, NM 87701

Engineer of Record:

Souder, Miller & Associates
5454 Venice Ave NE, Suite D
Albuquerque, NM 87113
505.299.0942

This Addendum constitutes clarifications, changes, additions, modifications and/or deletions to the Contract Documents. All provisions of the Contract Documents not affected by this Addendum shall remain in full force. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original Contract Documents and previous Addenda, if any. Receipt of this Addendum shall be acknowledged on the Bid Form.

Raymond J. Smith, P.E.



4/11/22

Date

TO ALL HOLDERS OF CONTRACT DOCUMENTS FOR:

**LAS VEGAS SOLID WASTE FACILITY
DRAINAGE IMPROVEMENTS PROJECT**

ADDENDUM NO. 1

April 11, 2022

This Addendum shall be incorporated into the Contract Documents for the above referenced project.

Item No. 1 – Pre-Bid Sign-In Sheet

A Non-mandatory pre-bid meeting was held on March 31, 2022. A copy of the sign-in sheet for that meeting is attached.

Item No. 2 – Construction Duration

The contract time for construction of this project will be 90 calendar days for Substantial Completion and 120 days for final completion.

The dates for starting and substantial completion will be determined upon approval by City Council and award of the contract.

Item No. 3 – Bid Bond Requirements

The bid bond security requirement is 5% of the Contractor's bid amount. A copy of the Bid Bond Form (EJCDC C-430) is attached.

Name	Company	Email	Phone
Ray Smith	SMA	raymond.smith@ soudermiller.com	
Celine Olson	SMA	celine.olson@soudermiller.com	299 0942
MJ Alseadi	Compass Engineering	mj@compassnm.com	505 3516693
Randy HAYS	HAYS P&H	HAYS-Plumbing@HOTMAIL.COM	
Marcin Corclora	CLV P/M	MCorclora@LasVegasNM.GOV	
Antonio Vigil	CLV Observer	AntonioV@LasVegasNM.gov	505-557-943
Tommy Garcia	Pacheco CO.	TGARCODI@PachecoETNM.com	575-403-5919

Deadline for questions in next Friday.
~~Next Friday is also~~ deadline for site visits is the following week.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.