



ADDENDUM NO. 3

to

**SPECIFICATIONS, CONTRACT DOCUMENTS
AND DRAWINGS**

for

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

Bid Package
Published April, 2023


Owner:

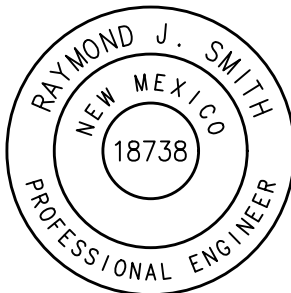
City of Las Vegas, NM
1700 Grand Avenue
Las Vegas, NM 87701

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.



5/16/23
Date

TO ALL HOLDERS OF CONTRACT DOCUMENTS FOR:

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

ADDENDUM NO. 3

May 15, 2023

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

Item No. 1 – Pre-Bid Meeting Minutes

The attached minutes document the agenda, discussion, and attendees at the Las Vegas Transfer Station Improvements Pre-Bid meeting which was held May 9, 2023.

Item No. 2 – Contract Documents Section 200

Section 200-Instructions to Bidders—has been attached to this addendum.



PROJECT PRE-BID MEETING MINUTES

These minutes document the agenda, discussion and attendees at the City of Las Vegas Transfer Station Drainage Improvements Pre-bid meeting, which was held on May 9th 2023

Owner

City of Las Vegas

1700 Grand Avenue
Las Vegas, NM 87701

Contact During Bidding:

Travis Martinez
505.454.1401 x 2026
tmartinez@lasvegasnm.gov

Contact During Construction:

Benito Lujan
505.454.3832
benito@lasvegasnm.gov

Souder, Miller and Associates

5454 Venice Avenue, Suite D
Albuquerque, NM 87113
Project Manager: Ray Smith, P.E.
Project Engineer: Celine Olson, E.I.
Phone: 505.299.0942
Email celine.olson@soudermiller.com

All questions must be submitted in writing prior to COB, Friday May 12, 2023. Please submit all questions to celine.olson@soudermiller.com

Funding

Project is all City funded.

Bid Submittal

Deliver by 2:00 pm, Tuesday, May 23, 2023 to City Hall at:
City of Las Vegas
1700 Grand Avenue
Las Vegas, NM 87701

With the envelope clearly identified as indicated in the Instructions to Bidders:

“BID ENCLOSED FOR LAS VEGAS SOLID WASTE FACILITY DRAINAGE IMPROVEMENTS.”

Things to include with Bid

Note: If the required attachments to the Bid are not included with the Bid, the Bidder will be deemed NONRESPONSIVE and the Bid will not be considered for award.



1. Signed Bid Form (9 Pages)
2. Acknowledgement of Addenda
3. Bid Bond or Certified Check
4. List of Proposed Subcontractors
5. List of Proposed Suppliers
6. Equipment Suppliers List
7. Bidders Qualifications Statement

Bid Evaluation - Special Provision

Are there any local or providers preferences?

Yes, this project will include both a local and a veteran's preference.

Resident Preference 5%

Veteran's Preference 7% to 10%

Only one will be applied, not both.

Project Description

The transfer station facility was constructed in 2007. It included drainage improvements, many of which have become ineffective. This project will replace existing culverts, add new culverts, grading of site areas and roadside swales, demolition of existing pavement and construction of a new asphalt pavement section. Including subgrade prep, base course and pavement.

Construction Period

The construction duration is set at 90 Calendar Days.

Material Storage Site

The manager of the facility has an area identified for material storage. The contractor shall coordinate with the manager. The material storage site needs to be fenced and locked.

Water for Construction

Owner to identify. The contractor will obtain water from the City. The water will be non-potable. The sewer treatment plant was identified as the place to obtain water.

Other Special Considerations

This project is constructing improvements to an active transfer station facility, which will remain in operation during construction. Contractor will coordinate with the City contact and the facility manager during construction to help ensure that the construction activities do not impact the operation of the facility.

- Work around the scale and the entrance will need to be done on weekends.
- Access to the site will be through a separate gate (north of the entrance).
- Everyone on the site is required to wear a reflective vest at all times. Safety on the job site is the contractor's responsibility.
- Work hours will be 7-5 on weekdays. Work on weekends as needed (see above).

Facility Manager

Lucas Marquez

505.426.0350

lm Marquez@lasvegasnm.gov

Permits

Any City Permit requirements? No, there are no City permits required.

Contractor must prepare, submit, and implement a Storm Water Pollution Prevention Plan (SWPPP) for the project. This work is incidental to bid item 201.06 Erosion Control, incl all labor, equip & materials, cip. SWPPP maintenance and inspections are the responsibility of the contractor.



Coordination

1. Coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
2. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
 - a. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement.
 - b. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at the address stated on the signature page of the Agreement.
 - c. Any such notice shall be deemed to have been given as of the time of actual delivery, in the case of mailing, when the same should have been received in due course of post, or in the case of telegrams, certified mail, or telephone facsimiles, at the time of actual receipt as the case may be.

State Wage Rate Determination

This is a locally funded project, so the prevailing NM State Wage Rate Determination will govern. Wage rates are included in Appendix A.

Bid Alternates

The project is separated by two bid lots.

- Bid Lot 1 is all grading and drainage improvements (culverts, swales etc) as well as subgrade prep and base course. (ready to pave)
- Bid Lot 2 is actual paving operations and striping.

Other Items

- This pre-bid is **non-mandatory** but please make sure you are on the sign-in sheet.
- All questions to be submitted in writing. The deadline for questions to be submitted is close of business, Friday, May 19, 2023.
- **Material testing is incidental to the contract.**
- **SWPPP preparation, implementation and inspection are incidental to the bid item 201.06 Erosion Control.**

City of Las Vegas – Transfer Station Drainage Improvements
 Pre-Bid Meeting Sign-in Sheet – May 9th 2023 – 10:30 am

Name	Company	Email	Phone
Ray Smith New.3 M	Souder, Miller & Associates CLU/PM	Raymond.smith@soudermiller.com fma@me2@lasvegasnm.gov	505.5957758 505.617.6933
JERRY CANNON	PCT	JERRY@PACHECOCTNM.COM	575-403-7446
TOMMY GARCIA	Pacheco Const	Tommy@PachecoCTNM.COM	575-403-5919
Maurin Cordova	CLU/PM	M.Cordova@LasVegasNM.gov	505-617-0221
Adrian Altemund	CLU/PM	adrian.altemund@lasvegasnm.gov	505/426/7635
Joe Aragon	Hays PVH	joe.aragon.ja@gmail.com	505-429-1441
Benito Lujan	CLU	benito@lasvegasnm.gov	505-920-0152



Souder, Miller & Associates ♦ 5454 Venice Avenue NE, Suite D ♦ Albuquerque, NM 87113
 (505) 299-0942 ♦ (877) 299-0942 ♦ fax (505) 293-3430

May 23, 2023 Las Vegas Solid Waste Design Planholders			
Name	Email	Company	Interest
Kevin Sikes	kevin.sikes@coreandmain.com	Core and Main	
Jon Watkins	jwatkins@tlcplumbing.com	TLC Plumbing & Utility	
Ryan Mast	rmast@s.partners.com	Sustainability Partners	Funding Provider
Jane Wood	rebecca@constructionreporter.com	Construction Reporter	Plan Room
Derrick Lind	dlind@snyder-const.com	Snyder Construction	
Gregory Smith	gsmith@espmc.com	EMCO of Santa Fe LLC	
Cecilia Hernandez	projects@theplanitroom.com	The PlanItRoom	Plan Room
Gordon Hays	hays_plumbing@hotmail.com	Hays Plumbing & Heating Inc.	
Christian Hasse	chasse@hasseco.com	Hasse Contracting Co. Inc	
Bruno Tyree	haprecast.bwt@gmail.com	HA Precast Inc.	
Tommy Garcia	tommy@pachecoctnm.com	Pacheco Construction & Trucking	

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prior to bidding on the Project, Bidder must carry all licenses required under New Mexico state law to complete the Work, and be duly registered with the New Mexico Department of Workforce Solutions with an “Active” status. Refer to Title 14 Housing and Construction of the New Mexico Administrative Code (NMAC), Chapter 6, Part 6, for a listing of classifications of licenses and certificates issued by the Construction Industries Division (CID) of the New Mexico Regulation and Licensing Department required by law to perform the Work. All Subcontractors must carry all licenses required under New Mexico state law to complete the work which they are to perform. Bidder and all Subcontractors must be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 12 NMSA 1978 and ensure that such licenses shall remain in effect for the duration of the Work and warranty periods. All tiers of Subcontractors whose portion of the Work is valued at greater than \$60,000 must also be duly registered with the New Mexico Department of Workforce Solutions prior to submittal of Bid, per Article 22 below. All electrical work, whether performed by Bidder or Bidder’s Subcontractor, shall be performed by a licensed electrician.
- 3.02 To demonstrate Bidder’s qualifications to perform the Work, the Bidder determined to have presented the lowest qualified Bid shall complete and submit the Bidder’s Qualifications Statement included in these Contract Documents along with all supporting data together with the Bid, which will be used in the evaluation of the Bid prior to Award, as stipulated in Article 15 and Article 19 of these Instructions to Bidders. The Bidder may be considered non-responsive if the Bidder’s Qualifications Statement is not submitted in a timely manner.
- 3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. If not already included as an Exhibit to the Bidding Documents, copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Bidder shall, per the provisions in Paragraph 4.04, undertake additional subsurface investigation work to develop a sound understanding of subsurface conditions prior to preparing the Bid.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. If not already included as an Exhibit to the Bidding Documents, copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in

the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request by the Bidder, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents, if applicable. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data", and (3) Contract Documents and Drawings regarding Underground Facilities and make such investigations as the Contractor deems necessary per Articles 4.02 and 4.05 of these Instructions to Bidders;
- E. consider the information known to Bidder; 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 the 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for

performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A Pre-Bid Conference was held May 9, 2023. Minutes are attached as part of Addendum 3.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Sites are identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing by May 12, 2023.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of

the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If a List of Proposed Subcontractors is identified as a required attachment to the Bid Proposal, the Bidder is required to identify all Subcontractors whose subcontracted work surpasses the Subcontractor listing threshold of five thousand dollars (\$5,000). Firms identified in the List of Proposed Subcontractors shall not be substituted except as permitted under 13-4-36 NMSA 1978 of the Subcontractors' Fair Practices Act.
- 12.02 If the Bidder fails to specify a Subcontractor in excess of the listing threshold, the Bidder represents that the Bidder, as the prime Contractor, is fully qualified to perform that portion of the Work. For each such listed Subcontractor, the Bidder shall include the following information:
- A. the name of Subcontractor that will perform work or labor or render service on the project identified in the Contract Documents and the city or county of its principal place of business; and
 - B. the category of the work that will be done by each Subcontractor; only one Subcontractor may be listed for each category of work as defined by the Bidder.
- 12.03 If a List of Proposed Subcontractors is not identified as a required attachment to the Bid Proposal, the apparent successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities

proposed for those portions of the Work for which such identification is required, under the same conditions identified in Article 12.01 above. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.05 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.06 Contractor shall not substitute any person as Subcontractor in place of those identified on the List or Proposed Subcontractors without prior approval from Owner. (§ 13-4-36 NMSA 1978) The same applies to equipment manufacturers identified on the Equipment Suppliers List, when such a list is included within the Contract Documents.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 **Enclose one (1) original and two (2) copies of Bid.** With each set of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Equipment Manufacturers;
 - C. Bidder's Qualifications Statement;
 - D. Contractor's License Number included on the Bid Form;
 - E. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau; and
 - F. Campaign Contribution Disclosure Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is

submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED for the LVC001D Water Control Facilities FEMA Rehabilitation.**” A mailed Bid shall be addressed to City of Las Vegas, City’s Council Chambers, 1700 N. Grand Avenue, Las Vegas New Mexico, 87701.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 *The Owner will consider awards by Bid Lots to one or more bidders or a combination of each when determined to be in the best interest of the City.*
- 19.02 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality or quantity of the Work, and to negotiate contract terms with the Successful Bidder.
- 19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. The Additive and/or Deductive Bid Items, as well as Alternate Bid Items are listed in order of priority on the Bid Form. Award will be made to the lowest responsible and responsive Bidder that offers the lowest aggregate amount for the Base Bid, plus or minus (in the order stated in the list of priorities on the Bid Form) those Additive or Deductive Bid Items, respectively, and Alternate Bid Items (if applicable) that fit within the funds determined available, and are in the Owner's best interests. However, in the case of additive bid items, if adding another item from the bid schedule list of priorities would make the award exceed the available funds for all Bidders, the Owner reserves the right to skip that item and go to the next item from the list of Additive Bid Items. Ultimately, all Bids will be evaluated on the basis of the same Base Bid plus Additive or Deductive, and Alternate Bid Items.
- 19.08 A Bid submitted by a resident contractor that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 (as amended) but does not include a resident veteran business, shall be deemed five percent (5%) lower than the Bid actually submitted, pursuant to Section 13-1-21 NMSA 1978 (as amended). When a joint bid or joint proposal is submitted by both resident and nonresident contractors, the resident contractor preference provided shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident contractor as specified in the joint bid or joint proposal.
- 19.09 A Bid submitted by a resident veteran contractor that has a valid resident veteran business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978 (as amended), shall be deemed between seven percent (7%) and ten percent (10%) lower than the Bid actually submitted, pursuant to Section 13-1-21 NMSA 1978 (as amended). When a joint bid or joint proposal is submitted by a combination of resident veteran, resident or nonresident contractors, the preference provided pursuant to Section 13-1-22 NMSA 1978 shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by each contractor as specified in the joint bid or joint proposal.
- 19.10 The resident contractor preference and resident veteran contractor preference shall not be awarded together. If the resident veteran contractor preference applies, it shall be in place of the 5% resident contractor preference.

19.11 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, after the 5% resident contractor preference or 7% to 10% resident veteran contractor preference is considered. The resident contractor or resident veteran contractor preferences are not cumulative. In the event a Bidder is eligible for more than one preference, the most favorable one to the Bidder shall apply.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds. The required insurance coverage shall include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – NM DEPARTMENT OF WORKFORCE SOLUTIONS REGISTRATION

22.01 A Bidder that submits a Bid valued at more than sixty thousand dollars (\$60,000) must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions (NMDWS), Public Works Bureau, with an “Active” status, prior to submittal of Bid. The Bidder must enter his NMDWS registration number on the Bid Form and include a copy of the registration with the NMDWS as per Article 15 herein. The Bid presented by a Bidder who does not meet this requirement shall not be considered for award, pursuant to NMSA 1978, Section 13-4-13.1.

22.02 All tiers of Subcontractors shall be subject to this same requirement. The Bidder must also enter the Labor Relations Division, New Mexico Department of Workforce Solutions (NMDWS), Public Works Bureau registration number on the List of Proposed Subcontractors for each Subcontractor when the value of the subcontracted work will exceed sixty thousand dollars \$60,000, as stated above. Any Subcontractor who lacks current registration, with an “Active” status, with NMDWS as of the date of Bid will be rejected, and the General Contractor will be required to substitute another registered Subcontractor acceptable to the Owner without any increase in Bid price.

ARTICLE 23 – SALES AND USE TAXES

23.01 New Mexico Gross Receipts Tax shall not be included in the Bid, except where specifically requested on the Bid form.

ARTICLE 24 – PAYMENT

24.01 For the present project, a total of forty-five (45) days is required by the Owner to process any payment related to the Work, as detailed in the Supplementary Conditions (SC-14.02.C, 14.07.C, 15.04.A, and 15.04.B).

ARTICLE 25 – SUBCONTRACTORS FAIR PRACTICES ACT

25.01 The Subcontractors Fair Practices Act (SCFPA) requires that Payment and Performance Bonds be prepared and presented by the prime Contractor and first-tier Subcontractors only. The Subcontractor's bonds are to be payable to the prime Contractor, not the Owner.

25.02 The Performance and Payment bond provided by an affected Subcontractor should follow current law in the SCFPA (§ 13-4-37 NMSA 1978) that is:

- A. Be issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code;
- B. Be a surety listed in the US Treasury Circular 570;
- C. Name the prime Contractor as the obligee.

25.03 Pursuant to NMSA 1978, Section 13-1-148.1, a Subcontractor shall provide Performance and Payment Bonds if the Subcontractor's contract (to the Contractor) for work to be performed is one hundred twenty-five thousand dollars (\$125,000), or more. Failure of a Subcontractor to provide the required bonds shall not subject Owner to any increase in cost due to approved substitution of Subcontractor.

25.04 The Performance and Payment Bond required shall be provided to the general Contractor at the time the subcontract is executed. The Performance and Payment Bond is at the expense of the Subcontractor and should clearly state the amount and requirements of the bond. (§ 13-4-37 NMSA 1978)

ARTICLE 26 – NEW MEXICO STATE PROCUREMENT CODE

The Contractor is advised that the New Mexico State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.