



## SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY

*IFB# 2024-04 – MIDDLE VENADA ARROYO WATER QUALITY FACILITY*

### ADDENDUM #1

**November 8, 2024**

This Addendum consists of **two (2) pages and five (5) attachments**. The information contained in this addendum shall be incorporated into the project bid and contract documents the same as if originally contained therein.

Bidders shall acknowledge receipt of this addendum in **Article 3 of the Bid Form** in the space provided. Failure to acknowledge this addendum by any prospective bidder will render the bid non-responsive.

#### 1. QUESTIONS RECEIVED FROM PROSPECTIVE BIDDERS

Q1: Which fire hydrant can a contractor use for the construction of the project?

**A1: There are several hydrants along the commercial site to the north, bordering the project.**

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Q2: Who can a contractor contact to discuss the price of water for the construction of the project?

**A2: The contractor should contact the municipality who owns the selected hydrant to determine meter fees, rates, etc..**

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Q3: Please confirm there are no Buy America requirements and foreign-made materials can be used for this project.

**A3: There are no Buy America requirements on this project.**

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Q4: Is there an on-site option for stockpiling material?

**A4: Yes. SSCAFCA would like the contractor to dispose of all excess excavated dirt on the project site, see attached exhibit.**

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**2. BID AND CONTRACT DOCUMENTS - VOLUME 1**

- Instructions to Bidders – Article 22 – **Replace Page 15** with the attached revised page.
- Bid Form – **Replace pages 21 - 23** with the attached revised pages.
- Bid Form – **Replace page 28** with the attached revised page.
- Bid Form – **Remove pages 33-35**, two forms are not required.
- Agreement – **Remove Article 12** from document.
- The conformed document is available on the IFB 2024-04 website: [IFB 2024-04 Middle Venada Arroyo Water Quality Facility - SSCAFCA](#)

**3. CONSTRUCTION PLANS**

- Replace the cover page with the attached, fully executed version.
- The conformed plan set is available on the IFB 2024-04 website: [IFB 2024-04 Middle Venada Arroyo Water Quality Facility - SSCAFCA](#)

All other provisions of the Bid and Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Bid and Contract Documents to the same extent as those provisions contained in the originals.

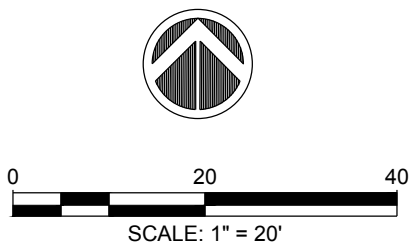
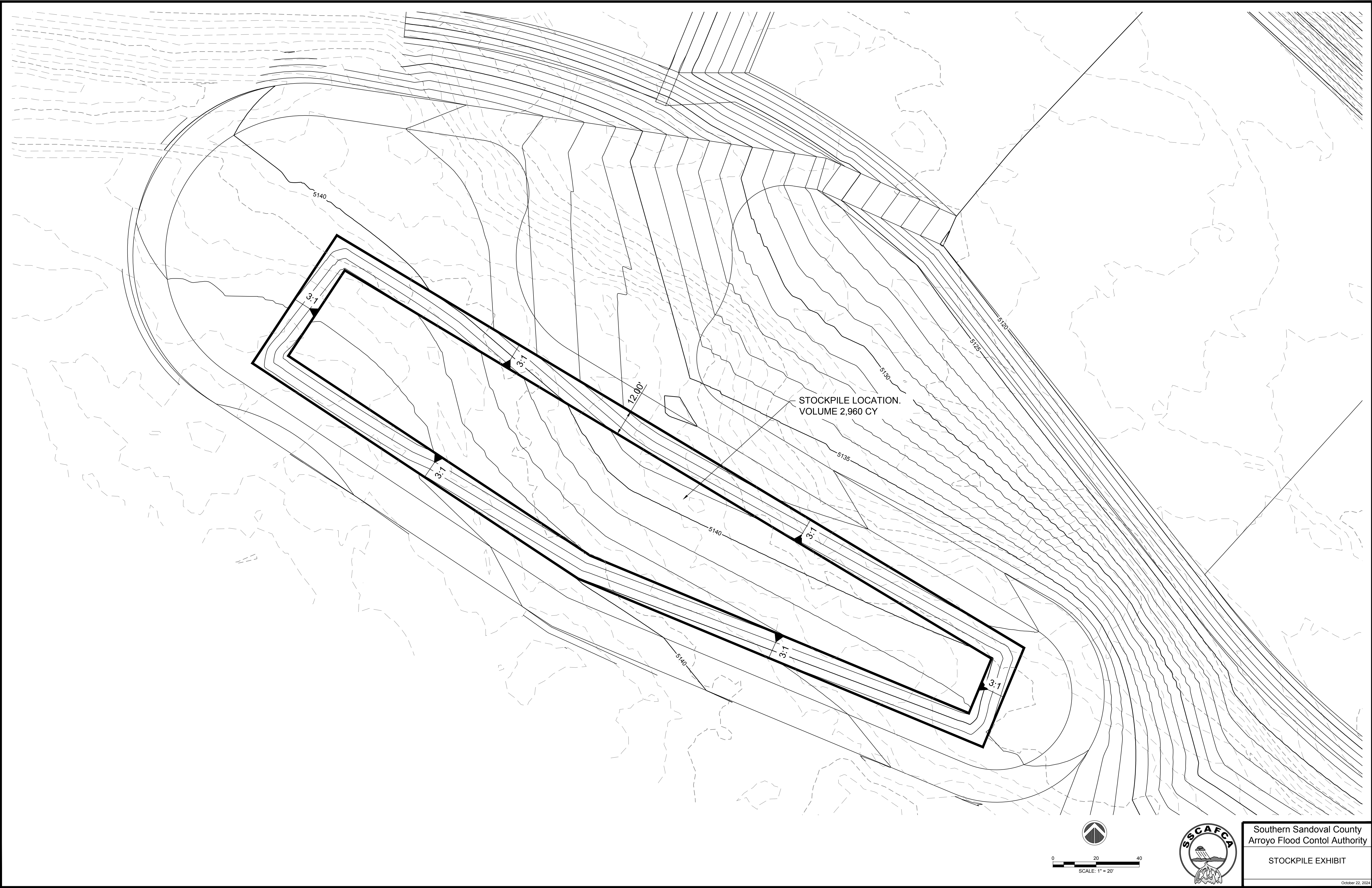
  
Andrés Sanchez, PE  
SSCAFCA Design Services Director

**Attachments:**

- 01 – Stockpile location and dimensions.
- 02 – Revised Vol 1 – Page 15
- 03 – Revised Vol 1 – Pages 21 – 23
- 04 – Revised Vol 1 – Page 28
- 05 – Revised Construction Plan set cover sheet



Tuesday, October 22, 2024 9:17:48 AM - Jamie Vigil  
C:\Users\jvigil\OneDrive - Southern Sandoval County\Arroyo Flood Control Authority\SSCAFCA - Project\_Files\Verde\VE\_P0014-021\AutoCAD\WORKING\STOCKPILE\_EXHIBIT.dwg



Southern Sandoval County  
Arroyo Flood Control Authority

STOCKPILE EXHIBIT

October 22, 2024



- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 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 Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 22 – PREVAILING WAGE RATES**

- 22.01 Bidder is notified that the Successful Bidder shall pay to their employees, employed on site of the project, the wage rates and fringe benefit rates included. State assisted projects in excess of \$60,000.00 are subject to State Wage Standards. This project includes federal funding, the contractor is required to pay the higher of state or federal wage rate decisions.

#### **ARTICLE 23 – BRIBES, GRATUITIES AND KICKBACKS**

- 23.01 Reference is hereby made to the criminal laws of New Mexico which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony.

#### **ARTICLE 24 – REGISTRATION OF CONTRACTOR'S AND SUBCONTRACTOR'S FOR PUBLIC WORKS CONTRACTS**

- 24.01 In order to submit a bid valued at more than sixty thousand dollars (\$60,000.00), or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000.00) the contractor serving as a prime contractor, subcontractor, or any tier thereof, shall be registered and obtain a New Mexico Public Works Registration Number.

#### **ARTICLE 25 – CAMPAIGN CONTRIBUTION DISCLOSURE**

- 25.01 A Bidder or a family member or representative of a of the Bidder shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the solicitation for Bids.

- 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 anything 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): **As shown on the attached Unit Price Bid Proposal.**

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.

#### **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. Required Bid security;
- B. List of Proposed Subcontractors;
- C. SSCAFCA Campaign Contribution Disclosure Form;
- D. Non-Collusion Affidavit
- E. *NOT USED*
- F. *Not Used*
- G. *Not Used*

- H. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- I. Contractor's License No.: **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;
- J. Bidder's Qualification Statement with supporting data (ONLY REQUIRED IF REQUESTED AFTER BID OPENING).

#### **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.

*(this portion intentionally left blank)*

## ARTICLE 9 – BID SUBMITTAL

Submittal Date	
Name of Bidding Entity	
Bidder's License No.	
Bidder's NM Public Works Registration No.	
Bidder's Federal EIN Number	
<b>By</b> <i>If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.</i>	<i>[Signature]</i>
	<i>[Printed name]</i>
	<i>[Title]</i>
Attest	<i>[Signature]</i>
	<i>[Printed name]</i>
	<i>[Title]</i>
Address for Giving Notices	
Project Contact Name	
Project Contact E-mail	
Address for Giving Notices	
Bidder is in compliance with 31 U.S.C. § 1352 – Byrd Amendment	<b>YES / NO</b> <i>[circle one]</i>

## List of Proposed Subcontractors

All Bidders shall complete this form for all proposed subcontracts greater than **\$18,656.62** per the New Mexico State "Subcontractors Fair Practices Act" [13-4-31 to 13-4-42 NMSA 1978]. If the contractor fails to receive a bid for a category of work, the contractor shall designate on the listing form that no bid was received. If the contractor fails to receive more than one bid for a category of work, the contractor shall state on the listing form that only one bid was received, together with the name of the subcontractor (this designation shall not occur more than one time on the subcontractor list).

<b>Prime Bidder/ Contractor:</b>	
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### Subcontractor 1:

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dept of Workforce Solutions Registration Number: \_\_\_\_\_

Work Description: \_\_\_\_\_

**Federal EIN:** \_\_\_\_\_

### Subcontractor 2:

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dept of Workforce Solutions Registration Number: \_\_\_\_\_

Work Description: \_\_\_\_\_

**Federal EIN:** \_\_\_\_\_

### Subcontractor 3:

Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Dept of Workforce Solutions Registration Number: \_\_\_\_\_

Work Description: \_\_\_\_\_

**Federal EIN:** \_\_\_\_\_



SOUTHERN SANDOVAL COUNTY  
ARROYO FLOOD CONTROL  
AUTHORITY

MIDDLE VENADA ARROYO WATER  
QUALITY FACILITY  
VENADA WATERSHED

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	SURVEY (FOR INFORMATION ONLY)
4	SURVEY (FOR INFORMATION ONLY)
5	SURVEY (FOR INFORMATION ONLY)
6	SURVEY (FOR INFORMATION ONLY)
7	REMOVAL PLAN
8	FENCING PLAN
9	SURFACING PLAN
10	ALIGNMENT LAYOUT
11	GRADING PLAN
12	LINE AND CURVE DATA
13	MIDDLE VENADA WQ FACILITY PLAN AND PROFILE
14	MIDDLE VENADA WQ FACILITY PLAN AND PROFILE
15	MIDDLE VENADA WQ FACILITY PLAN AND PROFILE
16	MIDDLE VENADA ACCESS ROAD PLAN AND PROFILE
17	MIDDLE VENADA ACCESS ROAD PLAN AND PROFILE
18	MIDDLE VENADA ACCESS ROAD PLAN AND PROFILE
19	MIDDLE VENADA STOCKPILE ACCESS ROAD PLAN AND PROFILE
20	MIDDLE VENADA STOCKPILE ACCESS ROAD PLAN AND PROFILE
21	STORM DRAIN PLAN AND PROFILE
22	UPSTREAM WEIR DETAILS
23	DOWNSTREAM WEIR DETAILS
24	DOWNSTREAM WEIR REBAR CONFIGURATION
25	PORTED RISER DETAIL
26	PORTED RISER DETAIL
27	PORTED RISER DETAIL
28	DETAILS
29	DETAILS
30	DETAILS
31	SSCAFCA STANDARD DETAILS
32	SSCAFCA STANDARD DETAILS
33	SSCAFCA STANDARD DETAILS
34	SSCAFCA STANDARD DETAILS



VICINITY MAP

APPROVALS

SSCAFCA: \_\_\_\_\_ DATE: 10-7-2024  
EXECUTIVE ENGINEER

CITY OF RIO RANCHO: \_\_\_\_\_ DATE: 10/7/2024  
DEVELOPMENT SERVICES DEPARTMENT

TOWN OF BERNALILLO: \_\_\_\_\_ DATE: 11/7/24  
PUBLIC WORKS DIRECTOR



Southern Sandoval  
County  
Arroyo Flood Control  
Authority

1041 Commercial Dr. S.E.  
Rio Rancho, New Mexico 87124  
505-892-RAIN (7246)  
www.sscafca.org



MIDDLE VENADA ARROYO  
WATER QUALITY FACILITY

COVER

THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45  
DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT.

REVISIONS & CHANGE NOTICES		
MARK	DESCRIPTION	DATE

PROJECT NO: VE\_P0014-02  
DESIGNED BY: AES  
DRAWN BY: JDV  
CHECKED BY: JN  
DATE: 10/7/2024