

Addendum Number 1

El Valle de los Ranchos Water and Sanitation District Modular Office Building

- A. Date: April 6, 2010
- B. Re: Addendum #1
- C. Project: El Valle de los Ranchos Water and Sanitation District Office Building and associated site development, RFP # 2010-001
- D. Issued: April 6, 2010
- E. To: All Potential Offerors
- F. From: El Valle de los Ranchos Water and Sanitation District
- G. This Addendum forms part of and modifies Offer and Contract Documents for the project named above. Acknowledge receipt of this Addendum on Form E.3, Acknowledgment of Addenda, Allowances, and Receipt of Offer Documents.
- H. Where any original item called for in the Offer Documents is supplemented by this Addendum, the supplemental requirements shall supersede the previous item.
- I. Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.
- J. This addendum consists of this document and all attachments, if any.
- K. Addendum Items:
 - I. Changes
 - 1. Proposals shall be due at the Owner's post office box or at the Owner's Offices by 9 AM Tuesday, April 13, 2010. Offers were previously due at 9 AM Monday, April 12, 2010.
 - 2. Llano Quemado Mutual Domestic Water Consumers' Association service hookup fees have been waived by the LQMDWCA.
 - 3. Surveying costs to establish the location of the southeast corner of the Owner's property shall be borne by the Owner.
 - 4. Minor debris on the property and unneeded vegetation shall be removed and legally disposed of off site, not buried. Burning of scrap or waste materials shall not be permitted.

5. Request for Proposals, Page 8, Item 5, second sentence: replace “proposed” with “posed”.
6. Request for Proposals, Page 9, Volume II, Technical Proposal, second bullet point: replace with “Offer Bond, or other Bid Security, shall be in an amount equal to the at least five percent of the amount of the Offer provided by a surety company authorized to do business in this state or the equivalent in cash, or otherwise supplied in a form satisfactory to the Owner or public body funding the project. The term “equivalent in cash” includes an irrevocable bank letter of credit.
7. Request for Proposals, Page 9, Volume II, Price Proposal: replace ’30 days” with ’45 days”.
8. Request for Proposals, Page 12, #11: AIA Documents must be obtained from the American Institute of Architects, not the Owner’s web site. Copies are available for review at the Owner’s office.
9. Request for Proposals, Page 16, III B: for the last sentence substitute “If the Offer is by a Corporation all original signed documents shall be sealed with the Offeror’s Corporate Seal.”
10. A current Wage Rate Decision has been posted on the Owner’s web site, and is made part of this Request For Proposals.
11. The “Outline Specifications and Performance Standards” originally posted on the Owner’s web site was not updated from the February 15, 2010 to the March 6, 2010 version. The correct, March 6, 2010 version is to be used.

II. Clarifications

1. Responses to questions asked and clarifications discussed during meetings are not modifications to the Offer Documents. Modifications shall be binding only if noted in an Addendum.
2. Construction of storm water retention pond A is part of Phase II.
3. A self-contained travel trailer/office may be employed at the site, and may be used for overnight accommodation. The Contractor shall ensure it is properly sited and that it is maintained in a neat and sanitary manner.
4. The existing electrical service at the southeast corner of the property is available for temporary power service. The Contractor shall ensure it is of adequate capacity and that it is used in a safe and legal manner. The Contractor shall be responsible for all energy use costs.

5. Offerors are encouraged to provide information about potential renewable energy systems. However, provision of such information will not be part of the evaluation process, including the scoring of an Offer.
6. The requirement for a secondary piping system for future rainwater use at toilets does not include any preliminary or secondary filtering or other treatment systems. Construction and connection of a rainwater capture and distribution system will be by the Owner at a later date.
7. Solatube or equal tubular skylights are designated by a dashed circle around the letters "s/l". They may be relocated to avoid ridges, trusses, and ducts with the consent of the Owner.
8. Commercial-duty sheet vinyl with an integral base is required at the toilet rooms. VCT is not acceptable.
9. In the event an Offeror proposes to substitute conventional on-site constructed frame/stucco techniques for a modular building, the responsibility for any associated price increases shall be solely borne by the Offeror as the Contractor. Reasonable substitutions associated with such changes shall be reviewed by the Owner and accepted if in the Owner's best interest. For example, a concrete slab may be more cost-effective and appropriate if conventional on-site construction or SIPS construction is proposed and accepted by the Owner.
10. A number of native trees at the site shall be left in place. 4 to 6 tree will be relocated by the Owner prior to the start of construction, temporarily banked, and made available for use as permanent landscaping. The cost associated with permanent planting of native trees shall be applied against the Landscaping Allowance, and the Contractor shall have no warranty responsibility therefore, providing good practices are used to relocate and reestablish the trees at their new location. No transplantable trees may be removed from the site by the Contractor.
11. Underground gas line work must be by a properly licensed and insured contractor, and certified by the Gas Company of New Mexico, and no work shall commence until all applicable permits have been issued by the authorities having jurisdiction.
12. All traffic control required ensuring the safety of the Owner, workers, and the public is the responsibility of the Contractor.
13. Routing of all underground utilities is to be along the public right away at County Road C139. No easements across private property are required.
14. It is the intent of the Owner to consider the merits of all building construction systems that are consistent with the best interests of the Owner; no undue weighting will be applied to "modular buildings" during the evaluation and scoring process. A quality

building constructed by a knowledgeable and experienced team under the direction of a reputable contractor is of primary importance to the Owner.

15. Offer documents shall be available in a “Word” format at the Owner’s web site.

16. For the benefit of and protection of all parties to the Work it is recommended but not required that Professional Services Providers have in force Errors and Omissions insurance for their design or other services requiring professional certification or credentials.

17. General financial information about an Offeror is required so that the Owner can be assured the Offeror has sufficient working capital to fund operations between payment requests and during payment processing. Additional financial information may be required by the Evaluation Committee.

18. Siting of the building and site improvements are to be as per Sheet 5 of the civil plans as prepared by Abeyta Engineering. In the event adjustments are needed the Civil Engineer’s prior approval shall be required.

19. Offers can be delivered to Wayne Rutherford at 219 Cruz Alta Road in Taos, NM, on Sunday, April 11, 2010 if desired. Prior arrangements as to the time of delivery must be made by contacting Wayne at 575-770-0180. A receipt for the Offer shall be provided upon request.

End of Addendum #1.