

**ADDENDUM No. 2
TO
CONTRACT DOCUMENTS
FOR
NEWCOMB WATER LOADING STATION PROJECT
THE NAVAJO NATION
DEPARTMENT OF WATER RESOURCES
ON BEHALF OF NEWCOMB CHAPTER
Bid Number 23-09-3124LE**

Issued October 30, 2023

This is ADDENDUM No. 2 to the CONTRACT DOCUMENTS FOR THE NEWCOMB WATER LOADING STATION PROJECT, bid package published September 2023. This ADDENDUM No. 2 consists of one(1) page and three (3) items with zero (0) attachments. All interested bidders are hereby notified of the following modifications to the Contract Documents, as described in detail below.

Reminder bids are due Friday November 3rd, 2023 by 2 p.m.

Item 1. • Construction Water Available at Site

It was verified with NTUA the yard hydrant located at the project location can be used to supply construction water. The Chapter will provide access to the hydrant and any cost to the contractor for water usage will be paid from the project's testing allowance under Bid Item No 3.

Item 2. • Electrical Service Connection Fee to be Paid by Chapter

It was verified with NTUA the cost for electrical service connection is \$35 and the Chapter shall be responsible for paying the fee when the service account is opened by the Chapter with NTUA. Contractor shall coordinate with NTUA and Chapter for electrical service request, with assistance provided by the Engineer.

Item 3. • Additional Pavement Markings and a No Parking Sign added to project

The parking lot markings shown on the plans shall include two sets of "NO PARKING WATER LOADING ONLY". Letter dimensions to be approximately 6 inches high, with one set in front of the load station facing east and one set farther down the loading lane facing west. The cost shall be included in Bid Item 22 (Parking Lot Stripping and Symbols).

A no parking sign shall be installed at the project location. Details for the sign and location shall be provided to the contractor and the cost for the sign shall be paid from the project's allowance under Bid Item No 4.



10/30/2023

George Mihalik, P.E.

Date

Attachments: None

**ADDENDUM No. 1
TO
CONTRACT DOCUMENTS
FOR
NEWCOMB WATER LOADING STATION PROJECT
THE NAVAJO NATION
DEPARTMENT OF WATER RESOURCES
ON BEHALF OF NEWCOMB CHAPTER
Bid Number 23-09-3124LE**

Issued October 17, 2023

This is ADDENDUM No. 1 to the CONTRACT DOCUMENTS FOR THE NEWCOMB WATER LOADING STATION PROJECT, bid package published September 2023. This ADDENDUM No. 1 consists of two (2) pages and four (4) items with two (2) attachments. All interested bidders are hereby notified of the following modifications to the Contract Documents, as described in detail below.

Item 1. • Extension of Bidding Period

An additional two weeks has been added to the bidding period, as indicated below:

- a. The deadline for questions from Bidders is now 12:00 p.m. on Thursday, October 26th.
- b. Responses to questions will be provided to all plan holders by Monday, October 30th.
- c. **Bids are now due Friday November 3rd, 2023 by 2 p.m.**

Item 2. • Electronic Submittal of Bid Allowed

In addition to receiving sealed paper bid submittals at the office of the Engineer as described in the advertisement for bids and Article 15 of the Instructions to Bidders, scanned copies of signed bids in electronic PDF format will also be received for evaluation.

Article 15.01.A is hereby added to the Instructions to Bidders, and reads as follows:

- A. Scanned copies of complete, signed bids in electronic PDF format may be submitted by electronic mail (e-mail) in lieu of a paper bid. Such electronic bids must be e-mailed to the Engineer at George.mihalik@soudermiller.com and be received in the Engineer's e-mail inbox no later than the date and time indicated in the advertisement to bid.
 - a. The subject line of the e-mail should state "Newcomb Chapter Water Loading Station, Bid No. 23-09-3124LE, Bid submitted by [Name of Bidder], [Priority [1 or 2] if applicable]"
 - b. The scanned Bid, bid security and all other required documents shall be attached to the Bidder's e-mail submittal as a single PDF file.
 - i. The PDF filename must include the name or initials of the Bidder.
 - ii. The Engineer and Owner will treat the PDF file received as a sealed bid and will not open or otherwise review its contents until the bid opening.
 - c. Any bid received in the Engineer's e-mail inbox after the time indicated in the advertisement to bid will not be considered, regardless of when the bid was sent by the Bidder.
 - d. As with bids submitted in paper format, the Engineer strongly recommends that Bidders submit electronic Bids well advance of the bid opening in case of any unforeseen delays that could prevent receipt of the bid in time for the Bid to be considered.

- e. Bidders are also encouraged to confirm receipt of their Bid with the Engineer by email or phone. Cell phone number is provided below that bidders may contact in addition to the previously referenced e-mail address.
 - i. Project Engineer: George Mihalik: 505-507-1306
- f. Should a bid received electronically be the apparent low bid, the apparent low bidder shall provide their complete bid in its original paper form for review by the Engineer and Owner prior to issuance of Notice of Award.
 - i. Any bidder submitting their bid electronically shall keep their original paper bid until issuance of Notice of Award in the event that Award cannot be made to the initial apparent low bidder after full evaluation of the bid per these Instructions.

Item 3. • Virtual call-in option for bid-opening

In addition to attending the bid opening in person at the Office of the Engineer, bidders and other interested parties also have the option of attending the bid open virtually via a Zoom meeting. The Zoom log in link and details will be emailed to plan holders and are also provided below:

Join Zoom Meeting

<https://us05web.zoom.us/j/84147898802?pwd=7ZiANgSUbSSvDqhhF7HjIBazLb8xt6.1>

Meeting ID: 841 4789 8802

Passcode: 2mR28G

Item 4. • Pre-Bid Meeting Sign-In Sheet/Agenda

Attached are copies of the Mandatory Pre-Bid Meeting Sign-In Sheet, the Pre-Bid Agenda.

The pre-bid meeting Agenda is not an addendum and is not part of the Bid / Contract Documents. It is not intended to modify, update or interpret the Bid / Contract Documents in any way. In the event of any discrepancy between the Bid/Contract Documents and the Pre-bid agenda and notes, the Bid/Contract Documents shall govern.

However, other Items of this Addendum No. 1 may formalize some information covered in the pre-bid meeting and site visit that followed as modifications, updates, and/or clarifications to the Contract Documents.



10/17/2023

George Mihalik, P.E.

Date

Attachments:

- Mandatory Pre-bid Meeting sign-in sheet (1 page)
- Pre-Bid Meeting Agenda (9 pages)



Newcomb Watert Loading Station Project
 Mandatory Pre-bid Meeting & Site Visit
 Thursday October 5, 2023 at 12:00 pm
 Newcomb Chapter House

Sign-In Sheet

No.	Printed Name	Company	Telephone No.	Email
1	George Mihalik	Souder, Miller & Associates, Inc.	Cell: (505) 507-1306 Wk: 505-299-0942	George.mihalik@soudermiller.com
2	Mike Armijo	Navigo Labor Relations	928-871-6800	Michaelarmijo@navajonr.org
3	Jacob Ridley	Sychar LLC.	(505) 916 6000	Jake.ridley@sychar.us
4	STEVE DAVIS	LOWE MANN JAIN	(505) 948-0625	SDAVIS@LOWEMOUNTAIN.COM
5	Jay Higley	FlowPoint	720-749-9491	JHigley@flowpointsystems.com
6	Greta Quintana	GeoMat Engineering	(505) 327-7928 (505) 800-4487	greta.quintana@geomatengineering.com
7	Williamena Smith	Newcomb Chapter - VP	505-427 1993	Williamenas78782@eboo.com
8	David Randolph, Sr.	Newcomb Chapter - P	505 513 5120	dvrdsr491@outlook.com
9	Norman Bennett	Newcomb Chapter	905-690-3300	ndbennet@nncchapter.us
10				
11				

Newcomb Water Loading Station Project Mandatory Pre-Bid Meeting Agenda and Discussion Items

Bid Number 23-09-3124LE

Meeting Date – Thursday October 5, 2023

Meeting Time – 12:00 pm

Meeting Place – Newcomb Chapter House

DISCLAIMER: *This Agenda is not an addendum and is not part of the Bid / Contract Documents. It is not intended to modify, update or interpret the Bid / Contract Documents in any way. In the event of any discrepancy between the Bid/Contract Documents and this Agenda, the Bid/Contract Documents shall govern.*

1. Introductions

- a. Owner - Navajo Nation Water Management Branch
- b. Owner – Newcomb Navajo Chapter
- c. Regulatory Agency - Navajo Office of Labor Relations
- d. Engineer – Souder, Miller & Associates (SMA)
- e. Other: _____

2. Purpose of Meeting

- a. This mandatory Pre-Bid meeting is provided to review the project and complete a site visit.
- b. Please be sure to sign in to ensure eligibility to bid.

3. Questions During the Meeting

- a. Please feel free to ask questions during the meeting, including about the documents/design.
- b. Please state your name and company when asking questions for documenting in the meeting notes.

4. Site Visit Required by Bidders After the Meeting

- a. A **mandatory** site visit/tour will follow this meeting.
 - i. Bidders may request additional site visits through the Engineer during bidding.

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5. Brief Project Description

This project consists of the construction of a water loading station comprised of a prefabricated building, concrete pad, metered water line service, electrical service and parking lot modifications to serve water to community members within Newcomb Navajo Chapter.

Location:

The loading station is to be constructed east of Newcomb's Chapter House. The project area is just west of Highway NM 491, approximately 60 miles (1 hour) North of I-40/Gallup, NM.

Engineer's Estimate: Approximately \$150,000.

6. Contract documents may be downloaded from Engineer's website

- a. www.soudermiller.com.
- b. Has anyone had issues accessing or downloading the documents?

7. Discussion and overview of plans and sequence of work

8. Bid Requirements

- a. Refer to Bid Documents. Please remember to complete the following. Note this is not an exhaustive list:
 - i. Carefully fill out **Bid Form** (double check your math)
 1. Note 6% Navajo sales tax is not to be included in bid prices.
 2. Fill out acknowledgement of any Addendum (Article 3 of the Bid Form)
 3. Fill in Contractor's License
 4. Make sure to complete the required acknowledgements to Bid (Article 8 of Bid Form).
 - ii. Make sure to provide the required **attachments to the Bid** (listed in Article 6 of Bid Form)
 1. Bid Security/Bid Bond, blank form is provided if needed.
 2. Bidder's qualifications statement, using the provided form.
 - a. Supplemental attachments are welcome but be sure to complete the provided form at a minimum.
 3. List of proposed subcontractors, using the provided form.
 4. Four Navajo Nation forms provided in Appendix A.
 5. List of equipment, using the provided form.

- a. Note list of equipment required to be submitted with bid is listed in Article 1.7 of Technical Specifications 33 21 13.

6. Priority 1 or 2 documentation, if applicable.

9. Submission of Bid

- a. **Bids are due Friday October 20, at 2:00 p.m. (MDT) via email (george.mihalik@soudermiller.com) or in person at the office of the Engineer in Albuquerque:**

**Souder, Miller and Associates (SMA)
5454 Venice Ave. NE, Suite D
Albuquerque, NM 87113**

- b. Double check you are including all the required attachments.
 - i. Any Bid that does not include all required documentation may be rejected.
- c. **Include Bid Number 23-09-3124LE** in the subject line of the email/on the outside envelope of the bid.

10. Bidder Preference

- a. Preference will be given in accordance with the Navajo Nation Business Opportunities Act, N.N.C. Title 5, Chapter 2.
- b. A list of certified Priority #1 and Priority #2 businesses is available online at www.navajobusiness.com.
- c. Navajo Business Regulatory Dept. has been invited and plans to attend the bid opening.

11. Funding source

- a. American Rescue Plan Act (ARPA) funding is secured for construction of this project.

12. Wage Decision/ Labor Laws

- a. Wages to be paid on the Project are established by Navajo Nation's Wage Decision provided in Exhibit B.
- b. Contractor must abide by Navajo Office of Labor Relations regulations.
- c. Information from the Navajo Office of Labor Relations is provided in the bid documents.

13. Bid Schedule

- a. Quantities listed are only a basis of bid for estimating total construction cost. Actual constructed quantities are expected to vary based upon site conditions encountered.

14. Contract Time & Liquidated Damages

From Issuance of Notice to Proceed:

Substantial Completion:	60 Calendar Days
Final Completion:	90 Calendar Days

Approximate anticipated Notice to Proceed: Early/Spring 2024 assuming a 2-month Contract review and approval process by Owner following Recommendation of Award and pending weather conditions. The actual timeline may vary; however, the Owner is eager to proceed with construction as soon as possible.

Liquidated Damages of \$500/day will be assessed for each day that the work extends beyond the agreed time.

Reasonable time extensions for justified weather or other delays outside of the Contractor's control will be considered by the Owner.

Time extensions required due to long lead times for securing materials outside of the Contractor's control will also be approved.

15. Project Insurance

Required insurance coverages are listed in Article 6 of the Standard General Conditions and Navajo Nation Supplemental Conditions of the Construction Contract (EJCDC C-700 NN).

16. Navajo Nation Jurisdiction

By entering into this contract, Contractor consents to Navajo Nation jurisdiction. Disputes will be resolved by arbitration under the Navajo Nation Arbitration Act. Bidders should consult with their bonding companies to ensure there are no problems with this. Refer to Article 12 of EJCDC C-700 NN.

17. Monthly Pay Requests

- a. Owner has 45 days after submission of undisputed pay request to make payment.
- b. 6% Navajo sales tax will be added to each pay request and withheld by the Navajo Nation. In other words, the Owner will pay the taxes directly to the Navajo Tax Commission on the Contractor's behalf. However, Contractor is still responsible for all required tax filings, documentation, etc.
- c. No retainage will be held.
- d. Final Completion and final payment will be made contingent upon acceptance of the project by the Owner and the Engineer.

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18. Navajo Nation Modifications to Standard General Conditions

- a. The EJCDC C-700 Standard General Conditions for this contract have been modified by the Navajo Nation. All Bidders are strongly encouraged to read and familiarize themselves the EJCDC C-700 NN, Standard General Conditions and Navajo Nation Supplemental Conditions, as well as EJCDC C-800 Supplementary Conditions of the Construction Contract.

Items of Interest in Technical Specifications – This is NOT a comprehensive list of all issues.

19. Special Considerations – Section 01 00 00, Article 1.3

- A. Contractor is responsible for restoring the site to original or better condition at the Contractor's expense. Site restoration including temporary erosion control provisions is a prerequisite for periodic and final payment.
- B. It is the Contractor's responsibility to apply for and obtain all permits required for the Work that have not already been obtained by the Owner or Engineer. No additional compensation will be provided for obtaining permits and all costs will be considered incidental to the Project. Contractor is wholly responsible to determine what additional permits may be required.
- C. Cultural Resources Requirements:
 1. Contractor must allow archaeologist and/or Owner's representative to have access to the project site for examination of cultural resources. Contractor must allow archaeologist and/or Owner's representative to halt work, as necessary, to examine cultural resources in spoils and/or trenches. Contractor may move equipment to another location while archaeologist completes his/ her examination of cultural resources. Contractor shall not request additional compensation for any delays caused by archaeological examinations. However, such delays may be considered excused delays and not count toward Contractor's deadline for substantial completion, provided Contractor requests additional time within one (1) week of the delay.
 2. Archaeological Discovery in the Presence or Absence of Archaeological Monitoring: If, in its operations, the contractor discovers any previously unidentified historic or prehistoric cultural resources, then all work within 100 feet of the discovery will be suspended and the discovery promptly reported to the Engineer. The Navajo Nation Historic Preservation Department will then specify what action is to be taken. If the discovery is evaluated as being significant, treatment of the discovery may be required prior to allowing the project to proceed. Further damage to significant cultural resources will not be allowed until any required treatment is completed.
- D. No reports or drawings relating to Hazardous Environmental Conditions at the site are known to the Owner.

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- E. Exhibit A to the Contract Documents contains a geotechnical report with information from a location near the project for general reference. Contractor is wholly responsible for any assumptions made about sub-surface conditions.
- F. Contractor is advised that if there is subsurface rock present, there will be no additional payment made for its removal and disposal, nor the importing of special bedding material to meet the specifications, nor special excavation methods required to excavate in rock. All such work will be considered incidental.
- G. Contractor must provide water for construction at the Contractor's expense.
- H. The contractor is advised that a Water Import Permit is required for any construction water obtained within the Navajo Nation. The water import permit can be acquired from the Navajo Nation Water Code Administration.
- I. Contractor must coordinate use of Navajo Tribal Utility Authority (NTUA) potable water for filling and flushing the pipeline, with NTUA and Engineer at least 2 weeks prior to using NTUA water. Contractor must provide NTUA and Engineer with key information, such as desired maximum instantaneous flow rate (gpm), desired maximum daily flow rate (gpd), desired schedule of water use, and other information as required by NTUA.
- J. Contractor must not infringe on NTUA's ability to serve its existing customers by excessive water use. NTUA water shall not be used for compaction, dust abatement or similar activities without express written permission by NTUA. Note that NTUA and/or Engineer may limit the maximum allowable instantaneous flow rate, daily flow rate, water usage days, etc. NTUA will not charge for water going into the pipeline.
- K. The NTUA will be the operator of the service line up to the water meter and the Chapter will be owner and operator beyond the water meter. NTUA will not be the owner's RPR for the project. The Engineer will provide RPR services. However, NTUA may be on the job site periodically to inspect work. NTUA may request to be present for the key inspections of the waterline, including hydrostatic tests and bacteriological tests, pre-final walkthrough, and final inspection. NTUA's final approval will be required for the contractor to receive substantial completion. The contractor is required to coordinate all these activities with NTUA.
- L. Restore all open-cut driving surfaces to original condition or better, including replacement of base course, gravel or pavement as needed. All restoration work for which no bid item is given shall be considered incidental.
- M. Contractor shall submit a Testing and Disinfection schedule to the Engineer for approval prior to performing the respective activities. Hydrostatic testing of the waterline, disinfection and bacteriological testing shall follow specifications outlined in Section 33 11 00 Water Utility Distribution Piping, 33 13 00 Disinfection of Water Distribution, AWWA C600, AWWA C605, AWWA C651 and New Mexico Standard Specifications for Public Works Construction.

- N. Prior to beginning construction activities, the Contractor must furnish full-coverage video documentation of the entire construction site, per SC-2.05.B of the EJCDC C-800 Supplementary Conditions. The video must include coverage of all areas and adjacent features that may potentially be impacted by the impending construction work. Contractor must submit the video as part of the submittal process.
- O. As per the ADA Standards for Accessible Design, published by the U.S. Department of Justice (28 CFR Part 36 - Appendix A), all areas of newly designed or newly constructed buildings and facilities, and altered portions of existing buildings and facilities required to be accessible shall comply with the ADA Standards, unless otherwise provided or as modified in a special application section.
- P. Contractor shall prepare record drawing information. Refer to Article 1.51 Project Record Documents below and General Notes on the Drawings for specific requirements related to As-Built Drawings.
- Q. Contractor shall coordinate with NTUA and Engineer for tie-in to NTUA's existing water system and submit a permission to tap permit to NTUA. A copy of the permit will be provided to the Contractor by the Engineer. Contractor shall notify NTUA and Engineer prior to performing any tie-in activities.
- R. Contractor must maintain a full set of Drawings and Technical Specifications at the construction site at all times throughout the construction process. All subcontractors must possess at least all Drawings and Technical Specifications pertaining to their portion of the work while on the construction site at all times.
- S. Contractor shall be responsible for notifying neighboring occupants of construction activities. Access to driveways must be maintained at all times.
- T. Contractor shall confine operations to the construction site. Contractor shall be responsible for obtaining permission for any excursion from the construction area.
- U. Contractor shall remove construction debris including unsuitable material from site grading and/or excavation from the site. All debris shall be disposed of properly at a properly permitted landfill. All debris shall be removed from the site prior to substantial completion. The handling, storage, and disposal of debris is incidental to the project.
- V. Contractor shall implement the necessary site erosion control devices for inhibiting dust, wind, and air sediment movement offsite throughout construction in accordance with NPDES Best Management Practices and in accordance with the project SWPPP, if applicable.

20. Contractor's use of premises – Section 01 00 00, Article 1.5

- A. No work shall be done before 7:00 A.M. or after 7:00 P.M., local time on a working day, on Sundays, or on legal holidays, except as necessary for the proper care and protection of work already performed, or during emergencies. For work on Saturdays, Contractor must request permission from the Engineer at least a week in advance.
- B. The Contractor shall make every effort to minimize noise caused by his operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise.
- C. The Contractor shall restrict his operations as nearly as possible to the immediate site. Unnecessary cutting of vegetation adjacent to the site is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
- D. The Contractor shall take affirmative action to prevent the misuse of the natural environment, wasting of natural resources, or destruction of natural values.
- E. The Contractor shall conform to all requirements set forth in the latest edition of the “New Mexico Standard Specifications for Public Works Construction” with latest revision, and “Occupational Safety and Health Administration Regulations” for trenching, shoring and excavation.

21. Miscellaneous Topics:

- a. Compaction and concrete testing are required for this project. The Contractor will be responsible for paying testing invoices and then be reimbursed from the appropriate allowance.
- b. Exhibit B provides a submittal cover sheet and submittals checklist that will be an important resource for the winning bidder and the Engineer.

22. Deadline for questions

- c. **Additional questions, comments, or requests for information must be received by SMA no later than Midnight on Thursday, October 12th** to allow the Engineer time to provide a sufficient response to all plan-holders before the bid-opening.
 - i. Please direct any questions or comments prior to bidding to the Project Engineer, George Mihalik, via email to:
 - 1. george.mihalik@soudermiller.com
 - 2. And please cc: ryan.biehl@soudermiller.com
- d. **Responses to questions will be provided to all plan holders by Monday, October 16th.**

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ADVERTISEMENT FOR BIDS

Navajo Nation on behalf of Newcomb Chapter

Owner

Navajo Nation Water Management Branch, P. O. 678, Fort Defiance, AZ 86504

Address

Separate sealed BIDS for the construction of the **Newcomb Chapter Community Water Loading Station Project** (Bid Number 23-09-3124LE) will be received by the OWNER at the office of the ENGINEER, Souder, Miller & Associates, Attention: George Mihalik, P.E until **2 pm (MDT), October 20th, 2023**, and then at said office publicly opened and read aloud.

The office of the ENGINEER is located at:

5454 Venice Avenue, N.E., Suite D

Albuquerque, NM 87113

(505) 299-0942

Project Description: This project consists of the construction of a water loading station comprised of a prefabricated building, concrete pad, metered water line service, electrical service and parking lot modifications.

The PROJECT is located west of Highway 491 on Indian Service Route 19B.

A MANDATORY PRE-BID MEETING will be held at the Newcomb Chapter House in Newcomb, New Mexico, on **Thursday, October 5th at 12 pm (MDT)**.

Copies of the Contract Documents in electronic media format, directions to the pre-bid meeting, agenda for pre-bid meeting and site visit, as well as any other updates, are available at the ENGINEER's website:

www.soudermiller.com/bid-requests

Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

Preference will be given in accordance with the Navajo Nation Business Opportunities Act, N.N.C. Title 5, Chapter 2. Bidders claiming preference shall submit evidence of their priority certification with their bid. All firms submitting bids under this solicitation must comply with all other qualification requirements referenced in the solicitation documents for their bid to be considered responsive.