



MAYOR
LARRY P. ABRAHAM

ADMINISTRATOR
KELLY S. WARD

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TRUSTEES
DON LOPEZ
MAYOR PRO-TEM
PABLO RAEL
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ALLEN LEWIS

RFB 2015-2-1 Resurfacing of Tennis Courts

February 23, 2015

Re: Village of Los Ranchos de Albuquerque RFB# 2015-2-1 Addendum 1

Change #1

The Bid Bond amount specified in the RFB indicates that the requirement is for a bond at 100% of the bid amount. This requirement is being amended to specify that the Bid Bond amount required is ten (10) percent of the bid amount.

An updated Bid Bond form is attached to this addendum.

Change #2

The RFB specifies that there is a requirement for a minimum two (2) year warranty against surface failure. Surface failure includes but not limited to cracks, cracking, all crack repair, surface irregularities, bubbling, resurface material failure and color coat failure.

Change #3

The RFB specifies that there is a requirement for a Labor and Material Payment Bond at 100% of the Bid Bond amount. This is amended to read that the requirement is for a Labor and Material Payment Bond at 100% of the bid amount.

The updated Labor and Material Payment Bond is attached to this addendum.

All changes reflected in this addendum have been incorporated into the RFB. The updated version of RFB#2015-2-1 is available on the Village of Los Ranchos website at <http://losranchosnm.gov>.

BID BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____ hereinafter called the PRINCIPAL, as PRINCIPAL and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the Village of Los Ranchos de Albuquerque, a New Mexico Municipality, hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS (\$_____) ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2015, for the resurfacing of the Village of Los Ranchos the tennis court.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____
_____ as PRINCIPAL hereinafter called the "PRINCIPAL" and
_____ as SURETY hereinafter called the "SURETY", are held and
firmly bound unto Village of Los Ranchos, a Political Subdivision of the State of New Mexico as
OBLIGEE hereinafter called the "VILLAGE", for the use and benefit of any claimants as herein below
defined, in the amount of _____ (\$.) dollars, one hundred percent (100%)
of the bid amount for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a
subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for
use in the performance of the Contract, labor and material being construed to include but not
be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or
rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the
VILLAGE that every claimant as herein defined, who has not been paid in full before the
expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant,
prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereof. The VILLAGE shall not be liable for payment of any cost or
expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL,
shall have written notice in the form of an sworn statement to the VILLAGE and any
one or both of the following: the PRINCIPAL or SURETY above named, within
ninety (90) days after such said claim is made or suit filed, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were
furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail,
postage prepaid, in an envelope addressed to the VILLAGE, PRINCIPAL or
SURETY, at any place where an office is regularly maintained by said VILLAGE,
PRINCIPAL or SURETY for the transaction of business, or served in any manner in
which legal process may be served in the State in which the aforesaid project is
located, save that such service need not be made by a public officer.

4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Village of Los Ranchos named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent