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ADDENDUM # 004

DATE: 5/11/2026

ARCHITECT

NCA Architects
Albuquerque, NM

PROJECT

Santa Fe Magistrate Courthouse
NCA Job Number: A22.07

OWNER

**New Mexico Administrative Office of the Courts
ITB-2026-AOC-005**

This addendum forms a part of the Contract Documents and modifies the original specifications and drawings dated 2/16/2026. Acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the bidder to disqualification.

A. SPECIFICATIONS

1. Specification 00-0200 Invitation to Bid – V. Sequence of Events: Change “Release of Last Addendum from May 6th to May 11, 2026.
2. Specification 00-0200 Invitation to Bid clarifications:
 - a. Specification 00-0200 Invitation to Bid (Page 13) – Section I: Acknowledgement of Receipt Form is required.
 - b. Specification 00-0200 Invitation to Bid (Page 14) – Section II: Signature: Acceptance of Conditions is required.
 - c. Specification 00-0200 Invitation to Bid (Page 15) – This page is to be deleted and replaced with attached Specification Section 00-3100. (Reference Item 3 below).
 - d. Specification 00-0200 Invitation to Bid (Page 16) – This page is to be deleted and replaced with attached Specification Section 00-3100. (Reference Item 3 below). Note: Liquidated Damages listed in Specification Section 00-1000-6.6-C will remain in effect unless modified by Addendum.
 - e. Specification 00-0200 Invitation to Bid (Page 17) – Section III To The ITB: This page is to be deleted and replaced with attached Specification Section 00-3100. (Reference Item 3 below).
 - f. Specification 00-0200 Invitation to Bid (Page 18) – Section IV ITB Proposal Bond: This page is to be deleted and replaced with attached Specification Section 00-3100. (Reference Item 3 below).
 - g. Specification 00-0200 Invitation to Bid (Page 19) - This page is to be deleted and replaced with attached Specification Section 00-3100. (Reference Item 3 below).
3. Specification 00-3100 Bid Form: Delete this section from Project Manual and replace with attached Specification Division 00-3100 – Bid Form. Attached Division 00-3100 Bid Form will need to be submitted as a component of the Division 00-0200 Invitation to Bid – Section IX (Page 11) Required Forms.

B. DRAWINGS

1. Drawing Sheet P-002: Add to the Plumbing Fixture Schedule the following fixtures:
 - a. P-9: Service Sink- Elkay model ESS2520C 25”X19.5” Type 304 stainless steel complete with LK69c Faucets, and LK173 CI P-tap. Furnish with wall stops and supplies.
 - b. P-10A: Single Sink- Elkay model LRAD191865 Type 316 stainless steel single bowl, countertop mounted. Delta 400DST Faucet. Furnish with wall stops and supplies, P-trap, and TruBro #102 lav-guard kit.

C. RESPONSE TO QUESTIONS

1. NA

D. SUBSTITUTION REQUESTS/ PRIOR APPROVALS

Based on data submitted to the Architect, prior to bid in accordance with Instructions to Bidders, substitution of equal products from the following manufacturers are allowed:



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1. NA

E. GENERAL INFORMATION

1. NA

END OF ADDENDUM 004

**SECTION 00-3100
BID FORM**

TO: ADMINISTRATIVE OFFICE OF THE COURTS (AOC)
hereinafter called "Owner"

1. The undersigned, having examined the proposed Contract Documents titled:

SANTA FE MAGISTRATE COURTHOUSE

and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents, for that portion of the "Base Bid" excluding additive alternates.

_____ (\$) _____
Base Bid Proposal Amount (Before Taxes)

_____ (\$) _____
Gross Receipts Tax – Base Bid Proposal

_____ (\$) _____
Grand Base Bid Proposal (Including Taxes)

2. The undersigned, having examined the proposed Contract Documents and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents for that portion of INSERT DESCRIPTION OF ALTERNATES HERE

ADD: NOT APPLICABLE _____ (\$) **0.00**
Additive Alternate #1 Proposal Amount (Before Taxes)

3. The undersigned understands and agrees to comply with and be bound by instructions to bidders issued for this Work.

4. The undersigned acknowledges receipt of Addenda numbers:

5. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum.

BIDDER

()
()
()
()
(CORPORATE SEAL)
()
()
()
()

By: _____

Address: _____

License Number: _____

License Type: _____

Resident Contractor Preference No. _____

Type of business entity:

(corporation, co-partnership, individual, etc.)

Individual members of the firm:

President of corporation: _____

Secretary of corporation: _____

Corporation is organized under laws of the State of _____

Bid dated this _____ day of _____ 2026.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 2026.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for _____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

SEAL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____ hereinafter called "Principal" and _____ hereinafter called the "Surety", a corporation authorized under the laws of the State of _____ and authorized to transact business in the State of New Mexico, are held and firmly bound unto _____ hereinafter called "OWNER" in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2026.

ATTEST:

(Principal) Secretary

Principal

By: _____

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____ hereinafter called "Principal" and _____ hereinafter called the "surety" a corporation authorized under the laws of the State of _____ and authorized to transact business in the State of New Mexico, are held and firmly bound unto _____ hereinafter called "OWNER" in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a written contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if the said principal shall for a period of one (1) year from the immediately following the completion of said contract and acceptance thereof by the Owner guarantee all work performed under the contract against faulty or defective materials and workmanship at his own expense and at no cost to the Owner, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation or this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2026.

ATTEST:

(Principal) Secretary

Principal

By: _____

(SEAL)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety

By: _____
Attorney-in-Fact

(SEAL)

Address

Witness as to Surety

Address

END OF SECTION 00-3100