Amendment /Addendum# 3

DATE: Monday, January 12, 2009
TO: All Offerors of Record
FROM: Charlotte Gensler, Director for Purchasing

SUBJECT: Amendment #3 to P-277, RFP Step 2 “Construction Manager at Risk Services for CNM Rio Rancho Phase I Instructional Facility”

This addendum becomes part of the Contract Documents and is in response to questions submitted by interested offerors.

1) Q: Will CNM accept a proposal bond in an amount that is exactly 5% of the stated MACC?

1) A: The request for a proposal bond in an amount equal to at least 5% is based upon the state requirements 13-1-146. Offers may submit a bond in an amount that is exactly 5% of the stated MACC. Attached is a sample of the Proposal bond form that may be submitted by offerors with their RFP submittal. Use of this form or other acceptable Proposal Bond to CNM shall be required with the RFP submittal.

CENTRAL NEW MEXICO COMMUNITY COLLEGE PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________________
(Name and Address of Proposer)

____________________________

hereinafter called the Principal, and ______________________________

____________________________

a corporation or firm duly authorized to transact surety business in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto Central New Mexico Community College Governing Board, 525 Buena Vista Drive SE, Albuquerque, New Mexico 87106, hereinafter called the Obligee, in the sum of five percent (5%) of the greatest total amount of the bid or proposal, as guarantee, the payment of which sum will and truly be made.
the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid or proposal for: Request for Proposal P-277, Construction Manager at Risk Services for CNM Rio Rancho Phase I Instructional Facility.

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the 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, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Documents within fifteen (15) days after the date of transmittal of the Contract Documents to the Principal for execution, this bond shall remain in full force and effect and become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this __________ day of _____________________________, A.D., 2009.

By: ______________________________________________
    (Principal)

__________________________________________________
    (Signature and Title)

* By: _____________________________________________
    (Surety)

__________________________________________________
    (Attorney-in-Fact)

*Attach Power of Attorney for Surety’s Attorney-in-Fact with “live seal”.