

**VILLAGE OF RUIDOSO
NOTICE OF WORKSHOP MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, January 7, 2025 at 8:00 AM. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG.

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL.

AGENDA ITEMS:

1. Discussion on Ratification of Amendment to Memorandum of Understanding (MOU) between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.
2. Discussion on Adoption of Resolution 2025-02 a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.
3. Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Casey Pritchard, for T-Hangar Bravo 10 beginning January 15th, 2025.
4. Discussion on Change Order No.2 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Requesting Quantity Adjustments and Decreasing the Contract Amount by \$137,782.19, Including NMGRT.
5. Discussion on Amendment #1 with Souder Miller & Associates for Construction Phase, Construction Observation, and Closeout Phase Services for the Country Club Water Line Replacement in the Amount of \$202,479.39 Including NMGRT.
6. Discussion on Task Order RFP#2021-007P-11-Amendment 4 River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test with John Shomaker & Associates Inc. for an Extension of Time from September 2024 to June 2025.
7. Discussion on Task Order RFP #2022-006P-MCA-01-Amendment 4 Eagle Creek Wellfield Phase III with Molzen Corbin & Associates, Inc. for an Extension of Time from October 2024 to March 2025.
8. Discussion on Task Order RFP #2022-006P-MCA-08 – Amendment 1 Sanitary Sewer Collection System Infiltration and Inflow Study with Molzen Corbin & Associates, Inc. for an Extension of Time from December 2024 – December 2025

and Changing Name of Village Contact.

ADJOURN.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Steven Minner, Chief of Police
William Hanson, DWI Coordinator

Meeting Date: January 7, 2025

Re: Discussion on Ratification of Amendment to Memorandum of Understanding (MOU) between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.

Item Summary:

Discussion on Ratification of Amendment to Memorandum of Understanding (MOU) between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.

Financial Impact:

The Amendment to MOU for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.

Fund 223-DWI Special Grant Fund.

Item Discussion:

Amendment to MOU between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.

Recommendations:

To Discuss Ratification of Amendment to Memorandum of Understanding (MOU) between the Village of Ruidoso as the Fiscal Agent for the Lincoln County/Ruidoso DWI Program and the Village of Ruidoso as the Administrative Authority for the Ruidoso Police Department for DWI Enforcement and Reimbursement of Overtime Costs in Amount Not to Exceed Six Thousand Dollars (\$6,000.00) for the Period of Time between July 1, 2024 and May 31, 2025.

ATTACHMENTS:

Description

Letter of Agreement

Letter of Agreement

From: William Hanson
Lincoln County DWI Coordinator

December 9, 2024

To: Village of Ruidoso

To whom it may concern

The purpose of this letter is to amend the Memorandum of Understanding dated May 15, 2024 between the Village of Ruidoso as fiscal agent for the Lincoln/Ruidoso DWI Program and the Village of Ruidoso as administrative authority for the Ruidoso Police Department for DWI enforcement.

Section 4 of the MOU will be amended to read, This overtime cost reimbursement will be paid in an amount not to exceed six thousand dollars (\$6,000.00) for the period of time between July 1, 2024 and May 31, 2025.

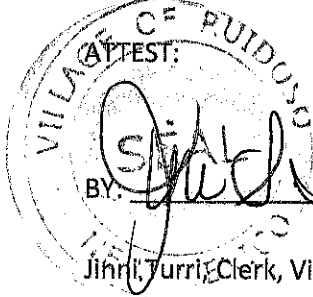
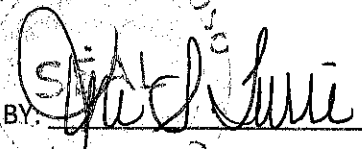
All other stipulations and requirements of the original MOU shall remain in force.

IN WITNESS WHEREOF, the parties have executed this MOU as of the latest date shown by the signature of the parties below.

BY:  _____

Date: 11/18/24

Lynn D. Crawford, Mayor, Village of Ruidoso

ATTEST:

BY:  _____
Jihri Turri, Clerk, Village of Ruidoso

Date: 11/18/24

BY: William Hanson

William Hanson

Lincoln County DWI Coordinator

Date: 12/20/24

BY: Steven Minner

Steven Minner, Chief of Police

Ruidoso Police Department

Date: 12/20/24

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): William Hanson, DWI Coordinator

Meeting Date: January 7, 2025

Re: Discussion on Adoption of Resolution 2025-02 a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Item Summary:

Discussion on Adoption of Resolution 2025-02 a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Financial Impact:

On Approval of the Award the Grant will be Budgeted in the FY2026 in the DWI Special Revenue Fund 223-437 in the Amount of \$215,398.00.

Item Discussion:

Adoption of Resolution 2025-02 a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

Recommendations:

To Discuss Adoption of Resolution 2025-02 a Resolution Authorizing the Village of Ruidoso to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program.

ATTACHMENTS:

Description

Resolution 2025-02

HHA Coversheet FY2026

HHA MOU FY 2026

HHA Stmt of Assurances FY 2026

_____ RESOLUTION

Resolution No. _____

A RESOLUTION AUTHORIZING THE VILLAGE OF _____ TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County wishes to authorize the Village to apply for and administer the grant on the County's behalf; and

WHEREAS, the Village on behalf of the County along with participating agencies is making an application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Village of _____ on behalf of the County of _____ and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2026 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of _____, 20__.

Mayor, Village _____

Attest:

DWI Planning Council Representative

Village Clerk (SEAL)

Application Cover Sheet
FY26 Local DWI Program Distribution and Grant Funding
Local Government Division - DFA

County/Municipality: Village of Ruidoso

DWI Program Coordinator

Name: William Hanson
Address: PO Box 603
City, Zip: Capitan, NM 88316
Telephone: 575-937-1117
Email: ekhwdh@outlook.com

Fiscal Agent (must match current W-9)

Contact Person: Judi Starkovich
Mailing Address: 313 Cree Meadows Dr.
City, Zip: Ruidoso, NM 88345
Telephone: 575-258-4343
Email: JudiStarkovich@ruidoso-nm.gov

Indicate amounts budgeted for each component.

| | <u>Distribution</u> | <u>Grant</u> | <u>Component Total:</u> |
|-------------------------------|---------------------|-------------------|-------------------------|
| Community Wellness & Outreach | <u>108998</u> | <u> </u> | <u>108998</u> |
| Treatment | <u>12000</u> | <u> </u> | <u>12000</u> |
| Alternative Sentencing | <u>38000</u> | <u> </u> | <u>38000</u> |
| Program Administration | <u>56400</u> | <u> </u> | <u>56400</u> |
| Total: | <u>215398</u> | <u>0</u> | <u>215398</u> |

Certification:

The attached resolution adopted by the governing body of Village of Ruidoso on _____
(applicant) (date)

authorizes the applicant to file this application for the assistance from the State of New Mexico.
 To the best of my knowledge, the information presented in this application is true and correct.

Lynn D. Crawford
 Printed Name

Mayor, Village Of Ruidoso
 Title

 Authorized Signature

MEMORANDUM OF UNDERSTANDING

The Village of _____ DWI Program (hereinafter referred to as the “Program”) and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as “Division”) hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a “covered entity” as defined by the Department of Health and Human Services Regulations entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any “individually identifiable health information” or transmit “protected health information” as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

- 2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
- 3. Report or transmit data to the Division that deletes and contains no “individually identifiable health information” or “protected health information” as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Village Council Chairperson (or Designee)
(Please Print)

Signature

Date

Cecilia Mavrommatis, Director
Local Government Division

Date

STATEMENT OF ASSURANCES Local DWI Grant and Distribution Program

Fiscal Year 2026: July 1, 2025 – June 30, 2026

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any screening fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The **ten percent cap for capital purchases does not apply to the Detoxification Grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of State Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.

16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.

17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.

18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Village Council Chair (or Designee) (Please Print)

Signature

Date

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Lee Baker, Airport Manager

Meeting Date: January 7, 2025

Re: Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Casey Pritchard, for T-Hangar Bravo 10 beginning January 15th, 2025.

Item Summary:

Discussion on T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Casey Pritchard, for T-Hangar Bravo 10 beginning January 15th, 2025.

Financial Impact:

This Lease will bring in Revenue to Sierra Blanca Regional Airport and The Village of Ruidoso. Airport Enterprise Fund 503

Item Discussion:

T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Casey Pritchard, for T-Hangar Bravo 10 beginning January 15th, 2025.

Recommendations:

To Discuss T-Hangar Agreement between The Village of Ruidoso, Sierra Blanca Regional Airport and Casey Pritchard, for Bravo 10 T-Hangar beginning January 15, 2025.

ATTACHMENTS:

Description

PRITCHARD LEASE AGREEMENT

Amended
T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this 20th day of
JANUARY 2025, 2024 by and between the Village of Ruidoso
(hereinafter referred to as "Lessor" and CASEY PRITCHARD
(hereinafter referred to as the "Lessee."))

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar B-10 hereinafter referred to as the facility, for the aircraft(s) registered as:

N# 3161W

TERM

The term of this lease shall be a month-to-month lease commencing on the first day of each month. Termination notice by the Lessee shall be to the Lessor, no less than 30 days prior to the date of termination.

LEASE PAYMENTS

Lessee hereby agrees to pay to Lessor a monthly lease payment for the facility in the amount of \$ 276, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease payment shall become effective on the first day of the month following thirty (30) days of the postmarked notice of such an adjustment unless otherwise specified.

UTILITIES

Lessee (accepts does not accept) electric service provided by the Lessor. If electric service is accepted, the Lessor shall pay a system charge of \$25 per month which includes taxes. If the kilowatt usage of the unit exceeds \$25.00 in a month, the Lessor agrees to pay the excess at the actual rate by Otero County Electric Cooperative as bill to Village of Ruidoso.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee

agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers it's authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the

facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, or destroyed, condemned or taken to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney's fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devices passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging then from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash refuse and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

X _____

JINI TURRI
VILLAGE CLERK

X _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 4.

To: Mayor Crawford and Councilors

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: January 7, 2025

Re: Discussion on Change Order No.2 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Requesting Quantity Adjustments and Decreasing the Contract Amount by \$137,782.19, Including NMGRT.

Item Summary:

Discussion on Change Order No.2 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Requesting Quantity Adjustments and Decreasing the Contract Amount by \$137,782.19, Including NMGRT.

Financial Impact:

Funding is Available in Account 202-211-53030 (Water System Projects).

| | |
|------------------------------|---------------------------------|
| Original Contract Price: | \$ 1,960,903.85 Including NMGRT |
| CO No.1: | \$ 2,106,478.78 Including NMGRT |
| Contract Price with CO No.1: | \$ 4,067,382.63 Including NMGRT |
| Decrease with CO No. 2: | \$ 137,782.19 Including NMGRT |
| Total Contract Cost: | \$ 3,929,600.44 Including NMGRT |

Item Discussion:

Remove Bid Item No. 12 From Contract - Remove and Replace all Vault Components of the Alto Crest Tank, Resulting in a Contract Price Decrease of \$143,750.00.

Remove Bid Item No. GA-3 from Contract - Remove and Replace Wet Subgrade of the Gavilan Tank, Resulting in a Contract Price Decrease of \$130,000.00.

Add Item No. GA-9 to Contract - Repair Pitting on Interior Shell of the Gavilan Tank, Resulting in a Price Increase of \$146,395.00.

Recommendations:

To Discuss Change Order No.2 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB

#2024-001B, Requesting Quantity Adjustments and Decreasing the Contract Amount by \$137,782.19, Including NMGRT.

ATTACHMENTS:

Description

VILLAGE OF RUIDOSO WATER STORAGE TANK REHABILITATION PROJECT
CHANGE ORDER NO. 2

D&R Tank Signed Contract itb#2024-001 Water Storage Tank Rehab



December 30, 2024

#6331008

Mr. Randy Koehn
Water Production Manager
313 Cree Meadows Drive
Ruidoso, NM 88345
Phone: (575) 973-5866

**RE: VILLAGE OF RUIDOSO WATER STORAGE TANK REHABILITATION PROJECT
CHANGE ORDER NO. 2**

Dear Mr. Koehn,

Souder, Miller and Associates (SMA) is recommending approval of Change Order No. 2 for the Village of Ruidoso Water Storage Tank Rehabilitation Project. The change order is being implemented to include quantity adjustments for project completion. This includes the following changes:

Revised Bid Items:

- **(Bid Item No. 12)**
Remove and replace all vault components of the Alto Crest Tank has been removed, resulting in a contract price decrease of \$143,750.00.
- **(Bid Item No. GA-3)**
Remove and replace wet subgrade of the Gavilan Tank has been removed, resulting in a contract price decrease of \$130,000.00.
- **(Bid Item No. GA-9)**
Repair pitting on interior shell of the Gavilan Tank has been added, resulting in a price increase of \$146,395.00

The contract price between the Contractor and the Village of Ruidoso after Change Order No. 1 was \$3,759,568.00 (\$4,067,382.63 w/NMGRT). The revised contract price between the Contractor and the Village of Ruidoso after incorporating Change Order No.2 is \$3,632,213.00 (\$3,929,600.44 w/NMGRT), summarized below:

Please feel free to contact either of the undersigned if you have any comments and/or questions.

Sincerely,
**MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER AND ASSOCIATES**

Edgar Dominguez
Staff Civil Designer
edgar.dominguez@soudermiller.com

Marty Howell, P.E.
Senior Engineer
marty.howell@soudermiller.com

Enc: Change Order No. 2
Progress Estimate – Unit Price Work
Supplier’s Quote

CHANGE ORDER NO. 2

| | |
|--|--|
| Date of Issuance: 30-Dec-24 | Effective Date: 30-Dec-24 |
| Owner: Village of Ruidoso | Owner's Contract No.: N/A |
| Contractor: D&R Tank Company | Contractor's Project No.: N/A |
| Engineer: Souder, Miller & Associates | Engineer's Project No.: 6331008 |
| Project: Village of Ruidoso Water Storage Tank Rehabilitation Project | Contract Name: Village of Ruidoso Water Storage Tank Rehabilitation Project |

The Contract is modified as follows upon execution of this Change Order:

(Bid Item No. 12)

Remove and replace all vault components of the Alto Crest Tank has been removed, resulting in a contract price decrease of \$143,750.00.

(Bid Item No. GA-3)


Remove and replace wet subgrade of the Gavilan Tank has been removed, resulting in a contract price decrease of \$130,000.00.

(Bid Item No. GA: 9)

Repair pitting on interior shell of the Gavilan Tank has been added, resulting in a contract price increase of \$146,395.00.

Attachments: *Unit Price Worksheet, Supplier's Quote*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|--|---|
| Original Contract Price: \$ <u>1,812,505.00 (\$1,960,903.85 w/ NMGRT)</u> | Original Contract Times: Substantial Completion: <u>December 11th, 2024 (365 days)</u> Ready for Final Payment: <u>January 10th, 2025 (395 days)</u> days or dates |
| Increase from previously approved Change Orders: \$ <u>1,947,063.00 (\$2,106,478.78 w/ NMGRT)</u> | Increase from previously approved Change Orders: Substantial Completion: <u>175</u> Ready for Final Payment: <u>175</u> days |
| Contract Price prior to this Change Order: \$ <u>3,759,568.00 (\$4,067,382.63 w/ NMGRT)</u> | Contract Times prior to this Change Order: Substantial Completion: <u>June 4th, 2025 (540 days)</u> Ready for Final Payment: <u>July 4th, 2025 (570 days)</u> days or dates |
| Decrease of this Change Order: \$ <u>127,355.00 (\$137,782.19 w/ NMGRT)</u> | Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates |
| Contract Price incorporating this Change Order: \$ <u>3,632,213.00 (\$3,929,600.44 w/ NMGRT)</u> | Contract Times with all approved Change Orders: Substantial Completion: <u>June 4th, 2025 (540 days)</u> Ready for Final Payment: <u>July 4th, 2025 (570 days)</u> days or dates |

| | | | | | |
|--|--------------------|--------------------|-------------------------|-------------------------|-------------------------|
| RECOMMENDED: | | ACCEPTED: | | ACCEPTED: | |
| By: <u></u> | By: _____ | By: _____ | By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized) | Owner (Authorized) | Contractor (Authorized) | Contractor (Authorized) | Contractor (Authorized) |
| Title: <u>Senior Engineer</u> | Title: _____ | Title: _____ | Title: _____ | Title: _____ | Title: _____ |
| Date: <u>12/30/2024</u> | Date: _____ | Date: _____ | Date: _____ | Date: _____ | Date: _____ |

Change Order Estimate

| Bid Item No. | Item Description | Original Contract Information | | | | Revised Contract Information | | | | | Revised Contract Information | | | | |
|---------------------------------------|--|-------------------------------|----------------|--------------|--------------------------|------------------------------|-----------------------|--------------------|---------------|-----------------------|------------------------------|-----------------------|--------------------|-----------------------|----------------------|
| | | Item Quantity | Units | Unit Price | Total Value of Item (\$) | Change Order # | Revised Item Quantity | Revised Unit Price | Revised Value | Difference | Change Order # | Revised Item Quantity | Revised Unit Price | Revised Value | Difference |
| 1 | Pre-construction and post-construction Video Documentation | 1 | LS | \$3,458.00 | \$3,458.00 | | | | | | | | | | |
| 2 | Mobilization (75%) and Demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid | 1 | LS | \$33,360.00 | \$33,360.00 | | | | | | | | | | |
| 3 | Material Testing Allowance | 1 | ALLOW | \$5,000.00 | \$5,000.00 | | | | | | | | | | |
| 4 | Interior Lead Testing | 3 | EA | \$140.00 | \$420.00 | | | | | | | | | | |
| 5 | AMPP (NACE) Tank Testing | 1 | LS | \$196,648.00 | \$196,648.00 | | | | | | | | | | |
| Alto Crest Tank Rehabilitation | | | | | | | | | | | | | | | |
| 6 | Sandblast and re-coat interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$477,584.00 | \$477,584.00 | | | | | | | | | | |
| 7 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$137,232.00 | \$137,232.00 | | | | | | | | | | |
| 8 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$10,011.00 | \$10,011.00 | | | | | | | | | | |
| 9 | Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$5,986.00 | \$5,986.00 | | | | | | | | | | |
| 10 | Furnish and install gasket on existing manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$175.00 | \$175.00 | | | | | | | | | | |
| 11 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$1,907.00 | \$1,907.00 | | | | | | | | | | |
| 12 | Remove and replace all vault components per sheet DT-4 (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$143,750.00 | \$143,750.00 | | | | | | 2 | | | | -\$143,750.00 |
| 13 | Remove and replace existing 14-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | 2 | EA | \$27,025.00 | \$54,050.00 | | | | | | | | | | |
| A3-1 | Interior lead abatement with lead suitable blasting material for the Alto Tank | | LS | | | 1 | 1 | \$207,160.00 | \$207,160.00 | \$207,160.00 | | | | | |
| A-1 | Recoat exterior incl. lead abatement | | LS | | | 1 | 1 | \$474,431.00 | \$474,431.00 | \$474,431.00 | | | | | |
| A-2 | Replace the floor | | LS | | | 1 | 1 | \$333,052.00 | \$333,052.00 | \$333,052.00 | | | | | |
| A-3 | Remove and replace wet subgrade underneath the floor | | ALLOW | | | 1 | 1 | \$180,000.00 | \$180,000.00 | \$180,000.00 | | | | | |
| A-4 | Repair (i.e., seal cracks) in concrete ring wall | | ALLOW | | | 1 | 1 | \$15,000.00 | \$15,000.00 | \$15,000.00 | | | | | |
| A-5 | Replace rafter bolts as necessary | | EA | | | 1 | 1 | \$125.00 | \$125.00 | \$125.00 | | | | | |
| A-6 | Add toe boards and mid-rail to stairs | | LS | | | 1 | 1 | \$52,332.00 | \$52,332.00 | \$52,332.00 | | | | | |
| A-7 | Add swing safety gate to top of ladder entry | | LS | | | 1 | 1 | \$700.00 | \$700.00 | \$700.00 | | | | | |
| A-8 | Install handrail on roof near hatch | | LS | | | 1 | 1 | \$6,304.00 | \$6,304.00 | \$6,304.00 | | | | | |
| A-9 | 2nd 30" manway per AWWA requirements | | LS | | | 1 | 1 | \$7,196.00 | \$7,196.00 | \$7,196.00 | | | | | |
| Grindstone Tank Rehabilitation | | | | | | | | | | | | | | | |
| 14 | Sandblast and re-coat interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$192,658.00 | \$192,658.00 | 1 | - | | | | | | | | -\$192,658.00 |
| 15 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$79,954.00 | \$79,954.00 | 1 | - | | | | | | | | -\$79,954.00 |
| 16 | Furnish and install new impressed current cathodic protection (incl. all labor, material, inspections as required to meet the project requirements), CIP. | 1 | LS | \$21,221.00 | \$21,221.00 | 1 | - | | | | | | | | -\$21,221.00 |
| 17 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$10,011.00 | \$10,011.00 | 1 | - | | | | | | | | -\$10,011.00 |
| 18 | Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$5,479.00 | \$5,479.00 | 1 | - | | | | | | | | -\$5,479.00 |
| 19 | Remove and replace interior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$6,206.00 | \$6,206.00 | 1 | - | | | | | | | | -\$6,206.00 |
| 20 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$1,907.00 | \$1,907.00 | 1 | - | | | | | | | | -\$1,907.00 |
| GR-1 | Demolish Existing Tank | | LS | | | 1 | 1 | \$233,171.00 | \$233,171.00 | \$233,171.00 | | | | | |
| Gavilan Tank Rehabilitation | | | | | | | | | | | | | | | |
| 21 | Sandblast and re-coat interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$191,862.00 | \$191,862.00 | | | | | | | | | | |
| 22 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | 1 | LS | \$80,380.00 | \$80,380.00 | | | | | | | | | | |
| 23 | Furnish and install manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$7,196.00 | \$7,196.00 | | | | | | | | | | |
| 24 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$10,011.00 | \$10,011.00 | | | | | | | | | | |
| 25 | Furnish and install gasket on existing roof manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$175.00 | \$175.00 | | | | | | | | | | |
| 26 | Furnish and install handrail near roof hatch (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$6,304.00 | \$6,304.00 | | | | | | | | | | |
| 27 | Remove and replace exterior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$6,903.00 | \$6,903.00 | | | | | | | | | | |
| 28 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | 1 | LS | \$1,907.00 | \$1,907.00 | | | | | | | | | | |
| 29 | Remove and replace existing 6-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | 3 | EA | \$10,925.00 | \$32,775.00 | | | | | | | | | | |
| 30 | Remove and replace existing 8-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | 3 | EA | \$12,650.00 | \$37,950.00 | | | | | | | | | | |
| 31 | Remove and replace existing 12-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | 3 | EA | \$16,675.00 | \$50,025.00 | | | | | | | | | | |
| A2-1 | Interior lead abatement with lead suitable blasting material for the Gavilan Tank | | LS | | | 1 | 1 | \$75,259.00 | \$75,259.00 | \$75,259.00 | | | | | |
| GA-1 | Recoat exterior incl. lead abatement | | LS | | | 1 | 1 | \$152,074.00 | \$152,074.00 | \$152,074.00 | | | | | |
| GA-2 | Replace the floor | | LS | | | 1 | 1 | \$160,150.00 | \$160,150.00 | \$160,150.00 | | | | | |
| GA-3 | Remove and replace wet subgrade underneath the floor | | ALLOW | | | 1 | 1 | \$130,000.00 | \$130,000.00 | \$130,000.00 | 2 | | | | -\$130,000.00 |
| GA-4 | Repair (i.e., seal cracks) in concrete ring wall | | ALLOW | | | 1 | 1 | \$10,000.00 | \$10,000.00 | \$10,000.00 | | | | | |
| GA-5 | Replace roof plate, rafters, and center column | | LS | | | 1 | 1 | \$220,316.00 | \$220,316.00 | \$220,316.00 | | | | | |
| GA-6 | Install interior ladder with fall protection system | | LS | | | 1 | 1 | \$4,779.00 | \$4,779.00 | \$4,779.00 | | | | | |
| GA-7 | Add swing safety gate to top of ladder entry | | LS | | | 1 | 1 | \$700.00 | \$700.00 | \$700.00 | | | | | |
| GA-8 | Mechanical target/float system needs to be repaired/replaced | | LS | | | 1 | 1 | \$1,750.00 | \$1,750.00 | \$1,750.00 | | | | | |
| GA-9 | Repair pitting on interior shell | | LS | | | | | | | | | | | | |
| | Subtotal | | | | \$1,812,505.00 | | | | | \$3,759,568.00 | | \$1,947,063.00 | | \$3,632,213.00 | -\$127,355.00 |
| | Total w/ NMGR | | 8.1875% | | \$1,960,903.85 | | | | | \$4,067,382.63 | | \$2,106,478.78 | | \$3,929,600.44 | -\$137,782.19 |



WATER STORAGE SOLUTIONS

December 17, 2024

Robert Storey
Souder Miller
3500 Sedona Hills Parkway
Las Cruces, NM 88011
O: 575-647-0799, M: 575-449-3214 email: robert.storey@soudermiller.com

Re: Lower Heights Water Storage Tank Interior Pitting

Mr. Storey,

On December 4, 2024, D&R Tank along with representatives from Industrial Inspection Group (IIG) conducted an interior inspection of the Gavilan 1.0 MG, 74 ft diameter by 33 ft high potable water storage tank. 2/3 of the blasting of the interior shell was prior to the inspection. The shell wall conditions were found to be unsatisfactory and in very poor shape. The amount of pitting and metal thickness loss requires mitigation.

Our recommendations are to add the following work:

- IIG will mark all pits that need to be filled with weld material
- D&R Tank will fill selected pits by welding
- D&R Tank will hand roll on a full Prime coat of Tnemec Series 22, 10-14 mils

LUMP SUM PRICE REPAIR PITTING ON INTERIOR SHELL \$ 146,395.00

D&R Tank is ready to begin this work immediately upon your approval.

Please feel free to contact me with any questions or comments.

Respectfully,

Sabrina Ansley, CEO

1210 Prosperity Avenue SE
Albuquerque, NM 87105

505-873-1101
info@drtank.com
www.drtank.com

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8
NM Resident Contractor Cert No. L0137965520
NM DoI No. 0034920050527
AZ License No. ROC286001, CR-56, ROC333819, A-16

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Ruidoso ("Owner") and
D&R Tank Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the rehabilitation of the Alto Crest Tank, Grindstone Tank, and Gavilan Tank.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is described as follows:

Village of Ruidoso Water Tank Rehabilitation Project

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Miller Engineers, Inc. d/b/a Souder, Miller & Associates ("Engineer") who will act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,505 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,505 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$1,812,505.00 + NMGRT (8.1875%) \$148,398.85 = \$1,960,903.85.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

In the event that lead is detected during the interior lead testing of the tanks, Additive Alternative A2, A3, and A4 will be incorporated in the contract award. The contract amounts are as follows:

Additive Alternative A2: \$75,259.00 + NMGRT (8.1875%) \$6,161.83 = **\$81,420.83**

Additive Alternative A3: \$207,160.00 + NMGRT (8.1875%) \$16,961.23 = **\$224,121.23**

Additive Alternative A4: \$76,194.00 + NMGRT (8.1875%) \$6,238.38 = **\$82,432.38**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100 percent of Work completed; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5% per month, or other rate mutually agreed between the Owner and Contractor prior to presentation of corresponding Application for Payment.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Contractor's Bid Form [EJCDC C-410] (pages 1 to 6, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 9, inclusive).
 - 7. Appendices as listed in the Index to Appendices of the Project Manual.
 - 8. Technical Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings as listed in the table of contents of the Project Manual.
 - 10. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. Non-Appropriations Clause: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Owner or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Owner or the Department.
- C. Termination Clause: This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should NMED early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or Vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/8/23 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Village of Ruidoso D&R Tank Company

By: [Signature] By: _____

Title: Lynn D. Crawford - Mayor Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)



Attest: [Signature] Attest: _____
Title: Mrs. S. Turri - Clerk Title: _____

Address for giving notices: Address for giving notices:

313 Cree Meadows Drive 1210 Prosperity Ave SE

Ruidoso, NM 88345 Albuquerque, NM 87105

License No.: 26784
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agency Concurrence:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____ By: _____

Date: _____ Title: _____

D&R Tank Company's Bid Package

BID FORM

Village of Ruidoso Water Storage Tank Rehabilitation Project

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Souder, Miller & Associates
Attn: Robert Storey, P.E.
3500 Sedona Hills Parkway
Las Cruces, NM 88011

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum Date | Addendum No. | Addendum Date |
|-----------------|------------------|-----------------|------------------|
| <u>None</u> | | | |
| | | | |
| | | | |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the

Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

| ITEM NO. | ITEM DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|---------------------------------------|--|-------|-----------|------------|-------------|
| 1 | Pre-construction and post-construction video documentation | LS | 1 | 3,458.00 | 3,458.00 |
| 2 | Mobilization (75%) and demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid | LS | 1 | 33,360.00 | 33,360.00 |
| 3 | Material Testing Allowance | ALLOW | 1 | \$5,000.00 | \$5,000.00 |
| 4 | Interior Lead Testing | EA | 3 | 140.00 | 420.00 |
| 5 | AMPP (NACE) Tank Testing | LS | 1 | 196,648.00 | 196,648.00 |
| Alto Crest Tank Rehabilitation | | | | | |
| 6 | Sandblast and re-coat Interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 477,584.00 | 477,584.00 |

| ITEM NO. | ITEM DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|---------------------------------------|--|------|-----------|------------|-------------|
| 7 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 137,232.00 | 137,232.00 |
| 8 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 10,011.00 | 10,011.00 |
| 9 | Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 5,986.00 | 5,986.00 |
| 10 | Furnish and install gasket on existing manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 175.00 | 175.00 |
| 11 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 1,907.00 | 1,907.00 |
| 12 | Remove and replace all vault components per sheet DT-4 (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 143,750.00 | 143,750.00 |
| 13 | Remove and replace existing 14-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | EA | 2 | 27,025.00 | 54,050.00 |
| Grindstone Tank Rehabilitation | | | | | |
| 14 | Sandblast and re-coat Interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 192,658.00 | 192,658.00 |
| 15 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 79,954.00 | 79,954.00 |
| 16 | Furnish and install new impressed current cathodic protection (incl. all labor, material, inspections as required to meet the project requirements), CIP. | LS | 1 | 21,221.00 | 21,221.00 |
| 17 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 10,011.00 | 10,011.00 |
| 18 | Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 5,479.00 | 5,479.00 |
| 19 | Remove and replace interior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 6,206.00 | 6,206.00 |
| 20 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 1,907.00 | 1,907.00 |
| Gavilan Tank Rehabilitation | | | | | |
| 21 | Sandblast and re-coat interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 191,862.00 | 191,862.00 |

| ITEM NO. | ITEM DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | TOTAL PRICE |
|----------|--|------|-----------|------------|-------------|
| 22 | Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP. | LS | 1 | 80,380.00 | 80,380.00 |
| 23 | Furnish and install manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 7,196.00 | 7,196.00 |
| 24 | Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 10,011.00 | 10,011.00 |
| 25 | Furnish and install gasket on existing roof manway (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 175.00 | 175.00 |
| 26 | Furnish and install handrail near roof hatch (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 6,304.00 | 6,304.00 |
| 27 | Remove and replace exterior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 6,903.00 | 6,903.00 |
| 28 | Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP. | LS | 1 | 1,907.00 | 1,907.00 |
| 29 | Remove and replace existing 6-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | EA | 3 | 10,925.00 | 32,775.00 |
| 30 | Remove and replace existing 8-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | EA | 3 | 12,650.00 | 37,950.00 |
| 31 | Remove and replace existing 12-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP. | EA | 3 | 16,675.00 | 50,025.00 |

TOTAL OF BASE BID: \$ 1,812,505.00

IN WORDS: One million eight hundred twelve thousand five hundred five dollars and zero cents

| Additive Alternative A1: Gavilan Tank Waterline Removal | | | | | |
|--|---|----|-----|-------|----------|
| A1-1 | Remove and dispose existing 8-inch waterline from cap to fence line (incl. labor, material, disposal, and all related appurtenances not included on bid form), CIP. | LF | 100 | 92.00 | 9,200.00 |

TOTAL OF ADDITIVE ALTERNATIVE A1: \$ 9,200.00

IN WORDS: Nine thousand two hundred dollars and zero cents

| Additive Alternative A2: Gavilan Tank Lead Abatement | | | | | |
|---|---|----|---|-----------|-----------|
| A2-1 | Interior lead abatement with lead suitable basting material for the Gavilan tank. | LS | 1 | 72,259.00 | 72,259.00 |

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TOTAL OF ADDITIVE ALTERNATIVE A2: \$ 75,259.00

IN WORDS: Seventy five thousand two hundred fifty nine dollars and zero cents

| Additive Alternative A3: Alto Tank Lead Abatement | | | | | |
|---|--|----|---|------------|------------|
| A3-1 | Interior lead abatement with lead suitable basting material for the Alto tank. | LS | 1 | 207,160.00 | 207,160.00 |

TOTAL OF ADDITIVE ALTERNATIVE A3: \$ 207,160.00

IN WORDS: Two hundred seven thousand one hundred sixty dollars and zero cents

| Additive Alternative A4: Grindstone Tank Lead Abatement | | | | | |
|---|--|----|---|-----------|-----------|
| A4-1 | Interior lead abatement with lead suitable basting material for the Grindstone tank. | LS | 1 | 76,194.00 | 76,194.00 |

TOTAL OF ADDITIVE ALTERNATIVE A4: \$ 76,194.00

IN WORDS: Seventy six thousand one hundred ninety four dollars and zero cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. New Mexico Contractor's License No.: 26784;
 - F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - G. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - H. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);

I. Campaign Contribution Disclosure Form.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature] Sabrina Ansley

[Printed name] Sabrina Ansley
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature] Brandon L. Detrick

[Printed name] Brandon L. Detrick

Title: Project Manager

Submittal Date: 7/25/2023

Address for giving notices:
1210 Prosperity Ave SE
Albuquerque, NM 87105

Telephone Number: 505-873-1101

Fax Number: 505-877-6548

Contact Name and e-mail address: Sabrina Ansley sabrina@drtank.com

New Mexico Department of Workforce Solutions Registration No. 0034920050527



Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes Circle one: Resident Contractor Resident Veteran Contractor
No Preference Preference

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

Is Bidder eligible for Indian Preference as defined in the Instructions to Bidders? Yes
No

If yes, attach documentation of Indian Preference eligibility.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): D & R Tank Company
1210 Prosperity SE
Albuquerque, NM 87105

SURETY (Name, and Address of Principal Place of Business):
Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

OWNER (Name and Address): Village of Ruidoso
313 Cree Meados Drive
Ruidoso, NM 88310

BID

Bid Due Date: July 25, 2023

Description (Project Name— Include Location): Water Storage Tank Rehabilitation Project Rebid
ITB #2024 - 001B

BOND

Bond Number:

Date: July 25, 2023

Penal sum Five Percent of Principal's Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

D & R Tank Company
Bidder's Name and Corporate Seal

Merchants Bonding Company (Mutual) (Seal)
Surety's Name and Corporate Seal

By:

Signature

Signature (Attach Power of Attorney)

Sabrina Ansley

Print Name

Dick Minick

Print Name

President

Title

Attorney-in-Fact

Title

Attest:

Signature

Attest:

Signature

Title

Title Secretary

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY,™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dick Minick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



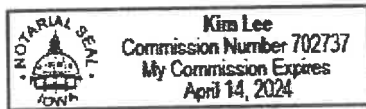
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of July, 2023.



William Warner Jr.
Secretary

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

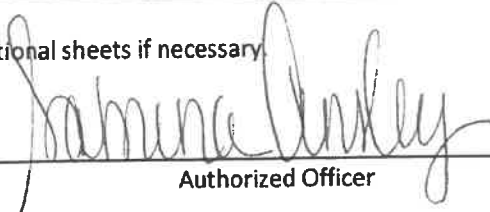
Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

| * Category of Work | Firm Name and Business Address, Phone # and License Number of Subcontractors | ** Range | NM Department of Workforce Solutions Registration No. (if applicable) |
|------------------------------|---|-------------|--|
| NACE | Industrial Inspection Group, Inc | C | 28440587262022 |
| | 4802 East Ray Road #23-116 | | |
| | Phoenix, AZ 85044 | | |
| | Ph. 602-525-0360 WSN 10056397 | | |
| Cathodic Protection | Corrosion Services, LLC | A | 03055720140902 |
| | PO Box 16197 | | |
| | Las Cruces, NM 88004 | | |
| | Ph. 575-640-9290 License #385613 | | |
| Valves, Piping, Site Work | Smithco Construction | C | 002334720111003 |
| | 6 King Canyon Loop | | |
| | Caballo, NM 87931 | | |
| | Ph. 575-894-6161 License #56580 | | |

List of Proposed Subcontractors - Continued

| * Category of Work | Firm Name and Business Address, Phone # and License Number of Subcontractors | ** Range | NM Department of Workforce Solutions Registration No. (if applicable) |
|-----------------------|--|-------------|---|
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Use additional sheets if necessary.

Attest: 
 Authorized Officer

Sabrina Ansley, President
 Name and Title

D&R Tank Company
 Name of Firm

7/25/23
 Date

- * Place title of subcontractor specialty.
- ** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.
 - A = Equal to or greater than \$5,000 but less than \$15,000
 - B = Equal to or greater than \$15,000 but less than \$50,000
 - C = Equal to or greater than \$50,000

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: Water Storage Tank Rehabilitation Project

SUBMITTED BY: D&R Tank Company
(Print or Type Name of Bidder)

ADDRESS: 1210 Prosperity Avenue SE
Albuquerque, NM 8715

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 45

2. How many years has your organization been in business under its present name? 45

3. If a corporation, answer the following:

a. Date of Incorporation: March 26, 1980

b. State of Incorporation: New Mexico

c. President's Name: Sabrina Ansley

d. Vice President's Name: Alan Chastain

c. Secretary or Clerk's Name: Carol Ansley

d. Treasurer's Name: Carol Anlsey

4. If individual or partnership, answer the following:

a. Date of Organization: _____

b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals _____

6. Do you plan to subcontract any part of this Project? Yes If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____
We will be using subcontractors for NACE and Cathodic Protection. Both companies are listed on the List of Proposed Subcontractors.

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated for convenience or for cause; have you ever been debarred from contracting with any entity, public or private; have you ever terminated work on a project prior to its completion for any reason; have you ever filed a claim for disputed work; has any owner or prime contractor to which you've provided a performance bond ever put your surety on notice of their intent to terminate; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; has any subcontractor or supplier ever placed a claim against your payment bond; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. _____
No

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated for convenience or for cause; been debarred from contracting with any entity, public or private; terminated work on a project prior to its completion for any reason; filed a claim for disputed work; had any surety which issued a performance bond completed the work in its own name or financed such completion or ever been put on notice of intent to terminate; or had any surety expended any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project. _____

No

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed. _

North and South Water Storage Tanks Improvements (4 tanks) \$2,444,329 75%

Bohannon Huston, Inc., 425 S. Telshor Blvd., Suite C.103, Las Cruces, NM 88011 Ph. 575-532-8670

Claude 2022 Water Storage Improvements (2 tanks) \$1,052,344 75%

Parkhill, 800 S. Polk Street, Suite 200, Amarillo, TX 79101 Ph. 806-376-8600

Zia Water Storage Tank Renovation – Phase 1 \$238,887 45%

Indian Health Service, 801 Vassar Drive NE, Albuquerque, NM 87106 Ph. 505-248-4067

Twin Tanks Repair – Phase 1 (2 tanks) \$461,201 90%

Indian Health Service, 801 Vassar Drive NE, Albuquerque, NM 87106 Ph. 505-248-4067

Seagraves Water System Improvements (1 new, 1 reahab, 1 demo) \$622,672 10%

WTC, Inc, 405 SW 1st Street, Andrews, TX 79714 Ph. 432-523-2181

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed.
- | | | |
|--|--------------|--------------------|
| Valles Caldera National Preserve Rehab | \$29,879 | October 17, 2022 |
| Santa Clara Pueblo, 578 Kee Street, Española, NM 87532 Ph. 505-753-7326 | | |
| Eldorado Area Water & Sanitation District County Waterline Extension | \$75,779 | November 10, 2022 |
| File Construction, 119 Industrial Ave NE, Albuquerque, NM 87107 Ph. 505-554-1780 | | |
| 2021 Colonias Water System Improvements, Chloride Flats – South Tank | \$871,580 | July 22, 2022 |
| Stantec, 3400 Highway 180 East, Suite A, Silver City, NM 88061 Ph. 575-538-5395 100% | | |
| Conchas Lake State Park Water System Imp. | \$109,226.00 | September 19, 2022 |
| Advanced Environmental Solutions, 2318 Roldan Dr, Belen, NM 87002 Ph. 505-861-1700 | | |
| Tank No. 5 Rehab Phase II – Roof Replacement | \$613,615 | March 20, 2022 |
| Molzen Corbin, 2701 Miles Rd SE, Albuquerque, NM 87106 Ph. 505-242-5700 | | |
| Pioneer Tank Rehabilitation, ITB NO- 320 | \$626,896 | July 29, 2021 |
| Dennis Engineering, 21 Main St, Edgewood, NM 87015 Ph. 505-281-2880 | | |

11. List name and construction experience of the principal individual of your organization.
- Sabrina began with D&R Tank in 1998; first working in customer service and moving into estimation. In 2005, Sabrina’s track record of excellence and involvement paid off and she stepped into the role of Chief Operating Officer. Sabrina saw to the day-to-day management of D&R Tank Company as COO until purchasing the company in March of 2021. Sabrina is now leading D&R as the president and CEO, she also oversees projects at every level, from estimating to completion

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6.

New Mexico License 26784 - GB98, GF7, GF8

Arizona License ROC286001 - CR-56 ROC333819 - A-16

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Merchants Bonding Company (Mutual)
6700 Westown Parkway Dick Minick 505-262-2236
West Des Moines, IA 50306-3498

b. A bank: Bank of Albuquerque
PO Box 26148 Michelle Heckroth 505-222-8485
Albuquerque, NM 87125

c. A major material supplier: Ranger Steel
P.O. Box 43446 Steve Eckel 713-633-1306
Houston, TX 77210

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, plus additional information concerning past job performance such as list of last ten jobs you purchased a bond for along with name of surety on each, prior to issuance of the Notice of Award.

Dated this 25 day of July 20 23

Bidder: D&R Tank Company
(Print or Type Name of Bidder)

By: *Sabrina Ansley*

Title: Sabrina Ansley, President

(Seal, if Corporation)



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: N/A
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A
Relation to Prospective Contractor: N/A
Date Contribution(s) Made: N/A
Amount(s) of Contribution(s) N/A
Nature of Contribution(s) N/A
Purpose of Contribution(s) N/A

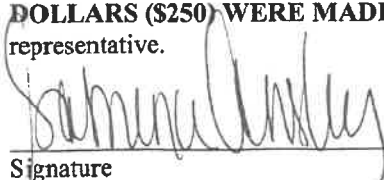
(Attach extra pages if necessary)

N/A _____
Signature Date

N/A _____
Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.


Signature

7/25/23
Date

Sabrina Ansley, President
Title (Position)



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Type or Print Legibly
\$100.00 Min. Filing Fee

Profit Corporation

Restated Articles of Incorporation

The undersigned corporation under the New Mexico Business Corporation Act, adopts the following Restated Articles of Incorporation which supersede the original Articles of Incorporation and any amendments thereto:

Article One: The current name and business ID number of the corporation is:

D & R Tank Company 1052968

If applicable, the name is being changed to:

(must contain 'corporation', 'company', 'incorporated', or 'limited' or an abbreviation of such words)

The Articles of Incorporation were initially filed on: March 26, 1980

The date of any previous amendments: February 12, 1997

Email Address: sabrina@drtank.com Phone Number: 505-873-1101

Article Two: The aggregate number of shares that the corporation has the authority to issue: (Attach schedule if needed) 600

Article Three: The purpose for which the corporation is incorporated: (Please list a specific purpose for which the corporation is organized.) General contractor for the field erection of water and fuel storage tanks, the fabrication of metal products, and to perform any and all other services ancillary thereto permitted

The corporation elects to be designated as a Benefit Corporation pursuant to 53-12-7 NMSA 1978.

Yes No

If yes, the benefit purpose: _____

Article Four: The period of duration is:

Perpetual **OR** Specific Date or Number of Years _____

Article Five:

(1) The name of the registered agent is:

Sabrina Ansley

Individual First and Last Name **OR** Registered Corporation Name and Business ID #

(2) The New Mexico street address of the initial registered agent is: (must be a physical address)

1210 Prosperity Ave SE

Albuquerque New Mexico 87105
City State Zip code

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501
PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081
WWW.SOS.STATE.NM.US

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Authority to Sign - Page 2

Office of the New Mexico Secretary of State
Filing Number: 0002143299
Filed On: 4/7/2021
Total Number of Pages: 2 of 3

(3) The New Mexico mailing address of the initial registered agent is: same as physical address

City State Zip code

(4) The principal place of business of the corporation is: (must be a physical address)
1210 Prosperity Ave SE

Albuquerque New Mexico 87105
City State Zip code

(5) The mailing address of the corporation is: same as physical address

City State Zip code

Article Six: The names and complete addresses of the initial board of directors are:

| Name | Address | City | State | Zip code |
|-----------------------------------|-----------------------|-----------------|-------|----------|
| Sabrina Ansley President/Director | 8909 Edith Blvd NE | Albuquerque, NM | | 87113 |
| Alan Chastain V.P./Director | 8909 Edith Blvd NE | Albuquerque, NM | | 87113 |
| Carol Ansley Secretary/Director | PO Box 1977 Moriarty, | NM | | 87035 |

Executed Date:
March 2, 2021



Officer Signature

Carol Ansley, Secretary

Printed Name and title

RECEIVED APR 7

Certificate of Contractor Registration



This is to certify that

D&R TANK COMPANY

1210 PROSPERITY AVE SE

ALBUQUERQUE, NM, 87105-0672

has registered with the Department of Workforce Solutions

Registration Date: 7/5/2022

Registration Number: 0034920050527

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE, Suite 3000, Albuquerque, NM 87102, (505) 841-4400

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **D & R TANK COMPANY**
PERMANENT LICENSE #26784

Located at: **1210 PROSPERITY SE, ALBUQUERQUE, NM 87105**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, GF07, GF08

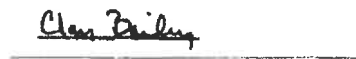
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on



Signature of Contractor

03/24/1987



Clay Bailey
Director

NOTE: This certificate is loan and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **D & R TANK COMPANY**

DBA: **D & R TANK COMPANY**
1210 PROSPERITY AVE SE
ALBUQUERQUE, NM 87105-0672

Expires: **23-Mar-2024**

Certificate Number:

L0011422128



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 5.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: January 7, 2025

Re: Discussion on Amendment #1 with Souder Miller & Associates for Construction Phase, Construction Observation, and Closeout Phase Services for the Country Club Water Line Replacement in the Amount of \$202,479.39 Including NMGRT.

Item Summary:

Discussion on Amendment #1 with Souder Miller & Associates for Construction Phase, Construction Observation, and Closeout Phase Services for the Country Club Water Line Replacement in the Amount of \$202,479.39 Including NMGRT.

Financial Impact:

The project will be paid from a Water Trust Board Grant/Loan in the amount of \$3,645,695.00 plus funds from the SGRT Special Revenue Fund for \$2,650,0172.39.

Item Discussion:

Amendment #1 with Souder Miller & Associates for Construction Phase, Construction Observation, and Closeout Phase Services for the Country Club Water Line Replacement in the Amount of \$202,479.39 Including NMGRT.

Recommendations:

To Discuss Amendment #1 with Souder Miller & Associates for Construction Phase, Construction Observation, and Closeout Phase Services for the Country Club Water Line Replacement in the Amount of \$202,479.39 Including NMGRT.

ATTACHMENTS:

Description
Amendment

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design, Bid, Construction and Construction Observation Services to the Village of Ruidoso (Owner) for project designed by SMA under PO Number 24-00435. SMA proposes to complete the following scope of work.

Construction Phase Services

1. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of sixteen (16) months.
2. **Conform Contract Documents:** Once the Owner and Agency have approved the recommendation of award, SMA will prepare the Notice of Award for execution by the Owner and the Contractor. SMA will also prepare the contract documents for execution. Four (4) original copies will be prepared for execution by the Owner and Contractor and for concurrence by the Funding Agency. SMA will distribute the fully executed copies to the Owner, the Contractor the Funding Agency, and will keep one original.
3. **Pre-construction Conference:** SMA will conduct a pre-construction conference to address construction related issues with the Owner and Contractor. The cut-off for pay periods will be set as well as the Notice to Proceed date. SMA will prepare the Notice to Proceed for execution by the Contractor and the Owner.
4. **Submittal and Shop Drawing Review:** SMA will review submittals and other data that the Contractor is required to submit for conformance with the information in the contract documents and compatibility with the design concept of the project as a functioning whole. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. SMA will verify and document whether Contractor submittals are in accordance with the technical specifications. SMA will create and maintain a log of all submittals and shop drawings.
5. **Respond to Requests for Information:** SMA will respond to the Contractor's Requests for Information (RFIs) in writing. SMA will create and maintain a log of all RFIs. This may include issuing necessary clarifications and interpretations of the contract documents and technical specifications as appropriate.
6. **Field Orders:** SMA may issue field orders authorizing minor variations from the requirements of the contract documents and technical specifications.
7. **Site Visits:** SMA will make periodic visits to the site to observe the progress and quality of the various aspects of the Contractor's work. Based on the information obtained, and to the extent possible during such visits and observations, SMA will determine if the work is proceeding in accordance with the contract documents and technical specifications and will keep the Owner informed of the progress of the work. During such visits, SMA will recommend to the Owner that the Contractor's work be disapproved and rejected while it is in progress if SMA believes that such work will not

Exhibit A

Construction Phase, Construction Observation, and Closeout Phase Services

Scope of Services

produce a completed project that conforms generally to the contract documents and technical specifications or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents and technical specifications. These visits will coincide with the progress meetings. The fee is based on making seven (7) site visits.

8. **Progress Meetings:** SMA will establish, coordinate and attend regular project meetings throughout the duration of the project. The fee is based on attending monthly meetings for the 210 calendar day construction project duration and preparing agendas and meeting minutes for these meetings.
9. **Preparation of Periodic Pay Requests:** SMA will prepare periodic pay requests for the work accomplished during the pay period as verified by the construction observer. Based on the construction observer review of applications for payment and engineer review of accompanying support documentation, SMA will recommend the amounts that the Contractor be paid. Such recommendations of payment will be based on such observations and review that, to the best of SMA's knowledge, the work has progressed to the point indicated, the quality of such work is generally in accordance with the contract documents, and the conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled.
10. **Preparation of Contract Change Orders:** SMA will recommend action on any proposed contract changes including review of proposed pricing. SMA will prepare formal change orders required for the project.
11. **Maintain Records:** SMA will maintain records of all contract documents, change orders, RFIs, pay requests, funding reimbursement requests, financial status reports, certified payroll, and design and construction documents during the entire construction period and will deliver one (1) copy of the complete project records to the Owner at the completion of construction in digital PDF format.

Closeout Phase Services

12. **Complete Acceptance Meeting:** SMA will schedule and arrange acceptance meetings when notified by the Contractor that the project is ready for acceptance. SMA will complete one (1) substantial completion acceptance meetings, prepare and distribute a "punchlist" outlining items to be addressed, and complete one (1) follow-up final completion meeting after Contractor indicates that the "punchlist" has been completed and make a recommendation to the Owner regarding project acceptance.
13. **Preparation of Close-out Documents:** At the completion of the project, SMA will complete forms, provide direction, and coordinate completion of the closeout documents required by the NMED listed below:
 - a. Certification of Substantial Completion
 - b. Engineer & Community Acceptance
 - c. Record Drawings & O&M Manuals Acceptance
 - d. Consent of Surety to Final Payment
 - e. Affidavit of Payment and Release of Liens
 - f. Labor Standards Certification
14. **Preparation of Record Drawings:** SMA will update the construction plans to reflect changes made during construction. Record Drawings will be prepared utilizing the project documentation provided

Exhibit A

Construction Phase, Construction Observation, and Closeout Phase Services

Scope of Services

by the Contractor. **SMA will submit the original record drawings (one digital pdf copy) and one additional set will be submitted in digital (GIS) format** to the Owner upon completion.

- 15. **Warranty Meeting:** SMA will schedule and arrange a warranty meeting 11 months after the substantial completion date to make recommendations to the Owner regarding corrections covered by the Contractor’s warranty that need to be completed. SMA will complete one (1) warranty meeting, prepare and distribute a “punchlist” outlining items to be addressed, and complete one (1) follow-up meeting after Contractor indicates that the “punchlist” has been completed.

Construction Observation Services

- 16. **Construction Observation:** SMA will provide an on-site Resident Project Representative (RPR) on a part-time basis during construction. The fee for this work was based on a construction duration of 210 calendar days and completing two (2) inspections per week that will be coordinated with the Contractor to attempt to occur during periods when the observation will be most beneficial. Please note that SMA is unable to observe errors or deficiencies while SMA personnel are not on site during progression of construction. The fee for this work was based on a construction duration of 180 calendar days to substantial completion, and 30 calendar days between substantial completion and final completion. The fee for Construction Observation Services is based on 5.5 hours on-site per day, 4 hours of travel each day, 0.5 hours for report preparation, a daily per diem of \$15.00, and a daily mileage reimbursement of 230 miles at 0.670/mile. This work will include coordination of the construction schedule with the Contractor and verification of quality of work for conformance with the Construction Documents.

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

| <u>Task</u> | <u>Duration (calendar days)</u> |
|-----------------------------------|--|
| Construction Phase Services | 210 days from the construction Notice to Proceed |
| Construction Observation Services | 210 days from the construction Notice to Proceed |
| Closeout Services | 365 days from Substantial Completion |

Exhibit A

Construction Phase, Construction Observation, and Closeout Phase Services

Scope of Services

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

| <u>Task</u> | <u>Cost</u> |
|-----------------------------------|---------------------|
| Construction Phase Services | \$ 83,341.00 |
| Construction Observation Services | \$ 81,286.00 |
| <u>Closeout Phase Services</u> | <u>\$ 22,313.00</u> |
| Total | \$ 186,940.00 |

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project site. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
4. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
5. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities.
6. SMA assumes that the preconstruction conference will either be held at SMA's offices or that the Owner can arrange to hold the meetings at facilities that do not require any fees for their use. No costs for use of a third-party facility are included in the fee.
7. SMA assumes that the construction progress meeting can be held at the Contractor's trailer or at the Owner's facilities. No costs for use of a third-party facility are included in the fee.
8. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or

Exhibit A

Construction Phase, Construction Observation, and Closeout Phase Services

Scope of Services

procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: VOR High Loop Water System Improvements
Project Number: 6332586
Owner: Village of Ruidoso
Date of Submittal: October 25, 2024
Tax Rate on Services: 8.3125%

TOTALS

| PHASE/ CATEGORY OF WORK | Subtotal | NMGRT | Total |
|-----------------------------|----------------------|---------------------|----------------------|
| Construction Administration | \$ 83,341.00 | \$ 6,927.72 | \$ 90,268.72 |
| Construction Observation | \$ 81,286.00 | \$ 6,756.90 | \$ 88,042.90 |
| Closeout | \$ 22,313.00 | \$ 1,854.77 | \$ 24,167.77 |
| TOTALS | \$ 186,940.00 | \$ 15,539.39 | \$ 202,479.39 |

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR High Loop Water System Improvements
Project Number: 6332586
Owner: Village of Ruidoso
Date of Submittal: June 26, 2023
Tax Rate on Services: 8.3125%

Note: Figures in this table do not include tax.

| Job Description | Principal | Project Eng./Sci./Surv III | Staff EIT/LSIT Sci. II | Eng/CAD Surv/Field Tech V | Construc. Observer IV | Project Fin./Mgr. Asst. II | Project Fin./Mgr. Asst. I | Mileage | Expenses | Per Diem | Total SMA | Sub Contracts | Total Task |
|---|-----------|----------------------------|------------------------|---------------------------|-----------------------|----------------------------|---------------------------|----------|----------|----------|--------------|---------------|-------------------|
| Billing Rate per Unit | \$ 232.80 | \$ 145.50 | \$ 116.40 | \$ 116.40 | \$ 116.40 | \$ 97.00 | \$ 72.75 | \$ 0.670 | \$ 1.00 | \$ 15 | | | |
| Unit | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Hrs | Mi | Actual | Days | \$ | \$ | \$ |
| Task | | | | | | | | | | | | | |
| Construction Administration | | | | | | | | | | | | | |
| Ongoing Project Management | 7 | 7 | | | | 14 | | | | | \$ 4,006 | \$ - | \$ 4,006 |
| Conform Contract Documents | 3 | 5 | 16 | | | | | | | | \$ 3,288 | \$ - | \$ 3,288 |
| Pre-construction Conference | 6 | 7 | | | | | | 230 | 50 | 2 | \$ 2,649 | \$ - | \$ 2,649 |
| Submittal and Shop Drawing Review | 5 | 6 | 18 | | | | | | | | \$ 4,132 | \$ - | \$ 4,132 |
| Respond to Requests for Information | 5 | 9 | 9 | | | | | | | | \$ 3,521 | \$ - | \$ 3,521 |
| Field Orders | 2 | 3 | 5 | | | | | | | | \$ 1,484 | \$ - | \$ 1,484 |
| Site Visits | 49 | 16 | | | | | | 1610 | 300 | 7 | \$ 15,219 | \$ - | \$ 15,219 |
| Progress Meetings | 7 | 21 | 35 | | | | | | | | \$ 8,759 | \$ - | \$ 8,759 |
| Evaluation of Periodic Pay Requests | 7 | 21 | 56 | | | | | | | | \$ 11,204 | \$ - | \$ 11,204 |
| Attend Bi-Weekly Village Council Mtgs | 40 | 16 | | | | 5 | | | | | \$ 12,125 | \$ - | \$ 12,125 |
| Preparation of Contract Change Orders | 10 | 14 | 40 | 12 | | | | | | | \$ 10,418 | \$ - | \$ 10,418 |
| Coordinate / Attend Substantial Completion | 7 | 7 | 4 | | | 4 | | 230 | 100 | 1 | \$ 3,771 | \$ - | \$ 3,771 |
| Final CO / Pay Request / Punch List | 2 | 5 | 1 | | | | | | | | \$ 1,310 | \$ - | \$ 1,310 |
| Maintain Records | 1 | 2 | 8 | | | | | | | | \$ 1,455 | \$ - | \$ 1,455 |
| | | | | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | | | | \$ - | \$ - | \$ - |
| Subtotal Hours: | 151 | 139 | 192 | 12 | 0 | 23 | 0 | 2070 | 450 | 10 | \$ 83,341 | \$ - | \$ 83,341 |
| Subtotal Cost: | \$ 35,153 | \$ 20,225 | \$ 22,349 | \$ 1,397 | \$ - | \$ 2,231 | \$ - | \$ 1,387 | \$ 450 | \$ 150 | \$ 83,341 | \$ - | \$ 83,341 |
| Construction Observation | | | | | | | | | | | | | |
| Construction Observation | | | | | 600 | | | 13800 | 1300 | 60 | \$ 81,286 | \$ - | \$ 81,286 |
| Quantity Verification | | | | | | | | | | | \$ - | \$ - | \$ - |
| Material Verification | | | | | | | | | | | \$ - | \$ - | \$ - |
| Number of Visits = 60 | | | | | | | | | | | \$ - | \$ - | \$ - |
| Hours per Visit/travel = 10 | | | | | | | | | | | \$ - | \$ - | \$ - |
| Frequency of Visits = Twice a Week | | | | | | | | | | | \$ - | \$ - | \$ - |
| Includes Pay Meeting Attendance | | | | | | | | | | | \$ - | \$ - | \$ - |
| Subtotal Hours: | 0 | 0 | 0 | 0 | 600 | 0 | 0 | 13800 | 1300 | 60 | \$ 81,286 | \$ - | \$ 81,286.00 |
| Subtotal Cost: | \$ - | \$ - | \$ - | \$ - | \$ 69,840 | \$ - | \$ - | \$ 9,246 | \$ 1,300 | \$ 900 | \$ 81,286.00 | \$ - | \$ 81,286.00 |
| Total Cost of Construction Phase Services: | | | | | | | | | | | | | \$ 164,627 |
| Closeout | | | | | | | | | | | | | |
| Ongoing Project Management | 2 | 2 | | | | 4 | | | | | \$ 1,145 | \$ - | \$ 1,145 |
| Complete Acceptance Meeting | 7 | 7 | | | | | | 230 | 50 | 2 | \$ 2,882 | \$ - | \$ 2,882 |
| Preparation of Close-out Documents | 2 | 4 | 16 | | | | | | | | \$ 2,910 | \$ - | \$ 2,910 |
| Preparation/Production of Record Drawings | 8 | 20 | 8 | 48 | | 4 | | | | | \$ 11,679 | \$ - | \$ 11,679 |
| Warranty Meeting | 7 | 7 | | | 7 | | | 230 | 50 | 2 | \$ 3,697 | \$ - | \$ 3,697 |
| | | | | | | | | | | | \$ - | \$ - | \$ - |
| Subtotal Hours: | 26 | 40 | 24 | 48 | 7 | 8 | 0 | 460 | 100 | 4 | \$ 22,313 | \$ - | \$ 22,313 |
| Subtotal Cost: | \$ 6,053 | \$ 5,820 | \$ 2,794 | \$ 5,587 | \$ 815 | \$ 776 | \$ - | \$ 308 | \$ 100 | \$ 60 | \$ 22,313 | \$ - | \$ 22,313 |
| Total Cost of Closeout Phase Services: | | | | | | | | | | | | | \$ 22,313 |

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 6.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager

Meeting Date: January 7, 2025

Re: Discussion on Task Order RFP#2021-007P-11-Amendment 4 River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test with John Shomaker & Associates Inc. for an Extension of Time from September 2024 to June 2025.

Item Summary:

Discussion on Task Order RFP#2021-007P-11-Amendment 4 River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test with John Shomaker & Associates Inc. for an Extension of Time from September 2024 to June 2025.

Financial Impact:

There will not be an additional financial impact from what was already approved in the original task order.

Item Discussion:

This task order was originally dated to end June 2024 and is tied to the River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test project. Due to the project being ongoing, we are requesting an extension of time in order to complete the project. This project is anticipated to be completed no later than June 2025.

Recommendations:

To Discuss Task Order RFP#2021-007P-11-Amendment 4 River Well (H-1979-S3) Rehabilitation and H-1979-S13 Clean Out and Pumping Test with John Shomaker & Associates Inc. for an Extension of Time from September 2024 to June 2025.

ATTACHMENTS:

Description
Task Order Amendment

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
JOHN SHOMAKER & ASSOCIATES, INC.
FY 2025**

1. **Task Order Number:** RFP#2021-007P-11 – Amendment 4
2. **Title:** River Well (H-1979-S3) Rehabilitation and H-1979-S13 clean out and pumping test
3. **Location:** Village of Ruidoso
4. **Scope of Services Required:** Design, Bidding, and Construction phase hydrogeological services for the Cleanout and Upgrade to River Well (H-1979-S3), and cleanout and testing well H-1979-S13.
5. **Village Contact:** Ashlie Carabajal or Christella Armijo
JSAI Contact: Roger Peery
Others: Erie Boyda
6. **Amendment 1 New Village Contact:** Ashlie Carabajal or Christella Armijo
7. **Performance Time:** August 2022– April 2023
8. **Amendment 1 Additional Performance Time:** April 2023 – June 2024
9. **Amendment 2 Additional Performance Time:** June 2024 – September 2024
10. **Amendment 4 Additional Performance Time:** September 2024 – June 2024
11. **Estimated Cost:** \$74,795.19 with NM gross-receipts tax
12. **Amendment 3 Additional Cost:** \$15,055.44
13. **Attachments:** JSAI August 10, 2022, proposal “RE: Cleanout and Upgrade to River Well (H-1979-S3), and cleanout and testing well H-1979-S13”
14. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

**John Shomaker and Associates,
Inc.**

Lynn D. Crawford, Mayor

Roger Peery, CEO

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 7.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager

Meeting Date: January 7, 2025

Re: Discussion on Task Order RFP #2022-006P-MCA-01-Amendment 4 Eagle Creek Wellfield Phase III with Molzen Corbin & Associates, Inc. for an Extension of Time from October 2024 to March 2025.

Item Summary:

Discussion on Task Order RFP #2022-006P-MCA-01-Amendment 4 Eagle Creek Wellfield Phase III with Molzen Corbin & Associates, Inc. for an Extension of Time from October 2024 to March 2025.

Financial Impact:

There will be no additional financial impact.

Item Discussion:

This task order was dated to end October 2024 and is tied to the Eagle Creek Wellfield Phase III project. Due to the continuing project, we are requesting an extension of time in order to complete the project.

Recommendations:

To Discuss Task Order RFP #2022-006P-MCA-01-Amendment 4 Eagle Creek Wellfield Phase III with Molzen Corbin & Associates, Inc. for an Extension of Time from October 2024 to March 2025.

ATTACHMENTS:

Description
Task Order Amendment

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
MOLZEN CORBIN & ASSOCIATES, INC.
FY 2025**

1. **Task Order Number:** RFP#2022-006P-MCA-01 – Amendment 4
2. **Title:** Eagle Creek Wellfield Phase III
3. **Location:** Village of Ruidoso
4. **Scope of Services Required:** Design, bidding, and construction phase engineering services for the Eagle Creek Wellfield Phase III as described in the attached proposal.
5. **Project Number:** SG22101
6. **Village Contact:** Eric Boyda
Molzen Corbin Contact: Jerry Paz
Others: _____
7. **Amendment 1 New Village Contact:** Ashlie Carabajal
8. **Performance Time:** February 2022– December 2022
9. **Amendment 1 Additional Performance Time:** December 2022 – December 2023
10. **Amendment 2 Additional Performance Time:** December 2023 – June 2024
11. **Amendment 3 Additional Performance Time:** June 2024 – October 2024
12. **Amendment 4 Additional Performance Time:** October 2024 – March 2025
13. **Estimated Cost:** \$245,977.00 including NM gross-receipts tax
14. **Attachments:** 1/31/2022 “RE: Professional Services for Eagle Creek Wellfield Phase III Village of Ruidoso, NM
15. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

**Molzen Corbin and Associates,
Inc.**

Lynn D. Crawford, Mayor

Gerald B. Paz, P.E., COO

Date: _____

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 8.

To: Mayor Crawford and Councilors

Presenter(s): Ashlie Carabajal, Water Resource Manager

Meeting Date: January 7, 2025

Re: Discussion on Task Order RFP #2022-006P-MCA-08 – Amendment 1 Sanitary Sewer Collection System Infiltration and Inflow Study with Molzen Corbin & Associates, Inc. for an Extension of Time from December 2024 – December 2025 and Changing Name of Village Contact.

Item Summary:

Discussion on Task Order RFP #2022-006P-MCA-08 – Amendment 1 Sanitary Sewer Collection System Infiltration and Inflow Study with Molzen Corbin & Associates, Inc. for an Extension of Time from December 2024 – December 2025 and Changing Name of Village Contact.

Financial Impact:

There will be no additional financial impact.

Item Discussion:

This task order was dated to end December 2024 and is tied to the Sanitary Sewer Collection System Infiltration and Inflow Study. Due to the continuing project, we are requesting an extension of time in order to complete the project. The current Village Contact is Christella Armijo. This will be changed to Ashlie Carabajal.

Recommendations:

To Discuss Task Order RFP #2022-006P-MCA-08 – Amendment 1 Sanitary Sewer Collection System Infiltration and Inflow Study with Molzen Corbin & Associates, Inc. for an Extension of Time from December 2024 – December 2025 and Changing Name of Village Contact.

ATTACHMENTS:

Description
Task Order Amendment

**TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
MOLZEN CORBIN & ASSOCIATES, INC.
FY 2025**

1. **Task Order Number:** RFP#2022-006P-MCA-08-Amendment 1
2. **Title:** Sanitary Sewer Collection System Infiltration and Inflow Study
3. **Project Number:** N/A
4. **Location:** RWWTP collection system
5. **Scope of Services Required:** Infiltration and Inflow Study expanded scope as described in the attached proposal.
6. **Village Contact:** Christella Armijo
Amendment 1 Village Contact: Ashlie Carabajal
Molzen Corbin Contact: Jerry Paz
7. **Performance Time:** September 2023 – December 2024
8. **Amendment 1 Performance Time:** December 2024 – December 2025
9. **Estimated Cost:** \$93,255.00 including NM gross-receipts tax
10. **Attachments:** Task Order RFP #2022-006P-MCA-06, Study Amendment
11. **The parties hereto executed the original Task Order on: (date)** _____

Village of Ruidoso

Molzen Corbin and Associates,
Inc.

Lynn D. Crawford, Mayor

Gerald B. Paz, P.E., COO

Date: _____

Date: _____

(SEAL)

ATTEST:

Jini S. Turi, Village Clerk