

**VILLAGE OF RUIDOSO
NOTICE OF SPECIAL MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Tuesday, April 1, 2025 at 9:30 AM. The Special Meeting will be held at 313 Cree Meadows Rd., Ruidoso, NM 88345. The purpose of the Special 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 and Possible Action on Agreement with RYMARC Construction Inc., Utilizing Statewide Price Agreement #30-00000-23-00070 for Starlite Road Emergency Repair Project in the Amount of \$1,288,841.39 Including NMGRT.
2. Discussion and Possible Action on Adoption of Resolution 2025-10, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Fire Apparatus Trucks.
3. Discussion and Possible Action on Draining the East 5MG Tank to complete Phase 1 of the Tank Rehabilitation Re-Bid ITB #2024-001B Project with D&R Tank.
4. CLOSED SESSION:
 - Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
 - Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
 - Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

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, Village Clerk

ADJOURN.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Adam Sanchez, Public Works Director

Meeting Date: April 1, 2025

Re: Discussion and Possible Action on Agreement with RYMARC Construction Inc., Utilizing Statewide Price Agreement #30-00000-23-00070 for Starlite Road Emergency Repair Project in the Amount of \$1,288,841.39 Including NMGRT.

Item Summary:

Discussion and Possible Action on Agreement with RYMARC Construction Inc., Utilizing Statewide Price Agreement #30-00000-23-00070 for Starlite Road Emergency Repair Project in the Amount of \$1,288,841.39 Including NMGRT.

Financial Impact:

The project will be paid from Legislative Appropriation #23-ZH5051-2 (McBride Fire) that is budgeted in the Intergovernmental Grants Special Revenue Fund's Capital Outlay - Projects line item (218-791-53006) which has an available balance of \$1,351,612.53.

Item Discussion:

Contractor will reconstruct Starlite Road from intersection with Paradise Canyon Drive northeast for approximately 350 ft. Contractor will install 2 new 72" dia. x 180 lf CMP culverts. Contractor will reshape the channel and line it with rip rap for erosion control. The contractor will backfill the culvert and install borrow material to bring the road up to grade and install basecourse and asphalt pavement with road striping. Gabion baskets will be installed at both the inlet and outlet.

The contractor will reconstruct approximately 500 LF of Paradise Canyon Drive. The reconstruction will include removal of the existing surfacing and culvert pipe. New culvert will be installed, 3 new 48" dia. X 68' Helical CMP. The contractor will backfill the culvert and install borrow material to bring the road up to grade and install basecourse and asphalt pavement with road striping.

Recommendations:

To Approve Agreement with RYMARC Construction Inc., Utilizing Statewide Price Agreement #30-00000-23-00070 for Starlite Road Emergency Repair Project in the Amount of \$1,288,841.39 Including NMGRT.

ATTACHMENTS:

Description

Proposal

Agreement

RYMARC CONSTRUCTION, INC.
3440 Princeton Drive NE
Albuquerque, NM 87199

March 25, 2025

Village of Ruidoso
Attn: Adam Sanchez
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Starlite Road Emergency Repair

Rymarc Construction, Inc. proposes to accomplish the following items of work per our site visit:

Project Scope:

Contractor will reconstruct Starlite Road from intersection with Paradise Canyon Drive northeast for approximately 350 ft. Contractor will install 2 new 72" dia. x 180 lf CMP culverts. Contractor will reshape the channel and line it with rip rap for erosion control. The contractor will backfill the culvert and install borrow material to bring the road up to grade and install basecourse and asphalt pavement with road striping. Gabion baskets will be installed at both the inlet and outlet.

The contractor will reconstruct approximately 500 LF of Paradise Canyon Drive. The reconstruction will include removal of the existing surfacing and culvert pipe. New culvert will be installed, 3 new 48" dia. X 68' Helical CMP. The contractor will backfill the culvert and install borrow material to bring the road up to grade and install basecourse and asphalt pavement with road striping.

Estimate breakdown:

1. Mobilization	\$43,000.00
2. Labor	\$179,760.00
3. Equipment	\$108,192.00
4. Materials	<u>\$675,900.00</u>
	\$1,006,852.00

Overhead 8%	\$80,548.16
Profit 8%	\$86,992.01
Bond 1.44%	\$16,911.25
NMGRT 8.1875%	<u>\$97,537.97</u>

TOTAL \$ 1,288,841.39

EXCLUSIONS: No Engineering, No as-built drawings, No utility relocation, No SWPPP, No Temporary Fencing, No permitting, No demo of any other portion or parts of the property.

For your convenience, this project can be issued under our NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070.

Please feel free to contact me at 575-781-0508, should you have questions on this proposal.

Respectfully,



Bruce Lopez, President

Accepted by: _____

Name, Title

Date

PROJECT: STARLITE ROAD EMERGENCY REPAIR - RUIDOSO, NM

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Lump Sum	BARE TOTAL
1	Mobilization- Equipment, Labor and materials to Ruidoso (Lump sum)							43,000.00	43,000.00
2	Labor			-			-		0.00
	Superintendent	50.00	420	21,000.00					21,000.00
	Foreman	50.00	420	21,000.00			-		21,000.00
	Equipment operator (4 x 49.00 = 196.00)	196.00	420	82,320.00			-		82,320.00
	Laborer (4 x 33.00 = 132.00)	132.00	420	55,440.00					55,440.00
3	Equipment			-	257.60	420	108,192.00		108,192.00
4	Materials- Delivered to job site			-			-	675,900.00	675,900.00
	CMP Culverts, 2- 72" dia. X 180 lf - 360 lf			-			-		0.00
	Helical CMP Culverts, 3- 48" dia x 68' = 204 lf			-			-		0.00
	Engineer Fill material @ 4,800 cy (3,840 tons)			-			-		0.00
	Type C Rip Rap (8"-12" rock) @ 600 cy (900 tons)			-			-		0.00
	Wire bound rip rap (6" - 8") @650 cy (975 tons)			-			-		0.00
				-			-		0.00
				-			-		0.00
				-			-		0.00
				-			-		0.00
				-			-		0.00
	Total		1680	179,760.00		420	108,192.00	718,900.00	1,006,852.00
							Overhead	8%	<u>80,548.16</u>
									<u>1,087,400.16</u>
							Profit	8%	<u>86,992.01</u>
									<u>1,174,392.17</u>
							BOND	1.44%	<u>16,911.25</u>
									<u>1,191,303.42</u>
							NMGRT	8.1875%	<u>97,537.97</u>
							TOTAL		<u>1,288,841.39</u>



**CONTRACT FOR GOODS AND SERVICES
Starlite Road Emergency Repair Project**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Rymarc Construction, Inc., hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Purchasing
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343
Email: purchasing@ruidoso-nm.gov

Rymarc Construction, Inc.
ATTN: Bruce Lopez
Title: Owner
Street: 3440 Princeton Drive N.E.
City, State, Zip: Albuquerque, NM 87199
Phone: 575-781-0508
Email: bruce@rymarcconstruction.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the General Construction Services Contract No. 30-00000-23-00070– and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.
- C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval

of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

D. "You" and "your" refers to Rymarc Construction, Inc. "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Contractor shall perform the work as outlined in the cost proposal submitted through NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed \$1,288,841.39 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE VILLAGE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and

regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Payment & Performance Bonds. Payment & Performance Bonds. Contractor shall furnish a Payment Bond equal to 100% of the contract price. Contractor shall furnish a Performance Bond equal to 100% of the contract price.

4. **Term.**

This agreement shall be effective upon notice of award to the Contractor and until final project closeout, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the

Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and

subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

24. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one

(1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the

Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

Reserved.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the

Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Bruce Lopez, Owner

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. **Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. **Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES' OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso hereinafter.

SIGNATURES:

Village of Ruidoso:

Rymarc Construction, Inc.

Lynn D. Crawford, Mayor

Bruce Lopez, Owner

Date

Date

ATTEST:

Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Cade Hall, Fire Chief

Meeting Date: April 1, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-10, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Fire Apparatus Trucks.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-10, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Fire Apparatus Trucks.

Financial Impact:

There is no financial commitment from the adoption of this resolution.

Item Discussion:

Submission of the grant application is intended to purchase and equip two Class A Pumper Fire Apparatus Trucks

Recommendations:

To Approve Adoption of Resolution 2025-10, a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Fire Apparatus Trucks.

ATTACHMENTS:

Description

Resolution 2025-10

RESOLUTION NO. 2025-10

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Village of Ruidoso ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Governing Body is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends purchase and equip two Class A Pumper Fire Apparatus Trucks for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
VILLAGE OF RUIDOSO

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 1ST day of April, 2025

GOVERNING BODY

By _____
Lynn D. Crawford,
Mayor/Authorized Officer

(Seal)

ATTEST:

Jini Turri, MMC
Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: April 1, 2025

Re: Discussion and Possible Action on Draining the East 5MG Tank to complete Phase 1 of the Tank Rehabilitation Re-Bid ITB #2024-001B Project with D&R Tank.

Item Summary:

Discussion and Possible Action on Draining the East 5MG Tank to complete Phase 1 of the Tank Rehabilitation Re-Bid ITB #2024-001B Project with D&R Tank.

Financial Impact:

There is no financial impact associated with this agenda item.

Item Discussion:

The East 5MG Tank will need to be drained and taken offline for tank rehabilitation by D&R Tank.

Recommendations:

To Approve Draining the East 5MG Tank to complete Phase 1 of the Tank Rehabilitation Re-Bid ITB #2024-001B Project with D&R Tank.

ATTACHMENTS:

Description

Signed D&R Contract for Tank Rehab

**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: _____

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: _____

Attest: _____

Title: _____

Theresa 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

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient	1
ARTICLE 2 – Bidder’s Acknowledgements.....	1
ARTICLE 3 – Bidder’s Representations	2
ARTICLE 4 – Bidder’s Certification.....	3
ARTICLE 5 – Basis of Bid	3
ARTICLE 6 – Time of Completion.....	6
ARTICLE 7 – Attachments to this Bid.....	6
ARTICLE 8 – Defined Terms.....	7
ARTICLE 9 – Bid Submittal.....	7

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	75,259.00	72,259.00

EJCDC® C-410, Bid Form for Construction Contracts.

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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:

Sabrina Ansley
Signature

Dick Minick
Signature (Attach Power of Attorney)

Sabrina Ansley
Print Name

Dick Minick
Print Name

President
Title

Attorney-in-Fact
Title

Attest:

[Signature]
Signature

Attest:

[Signature]
Signature

Title

Secretary
Title

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).
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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.

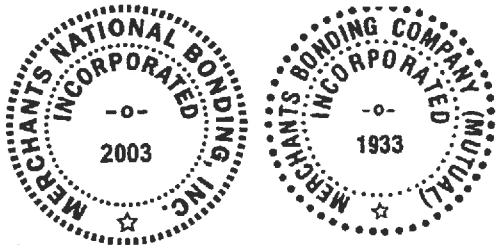
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

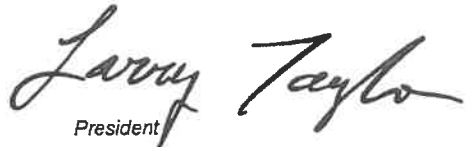
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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.

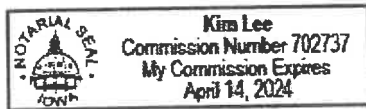


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
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.

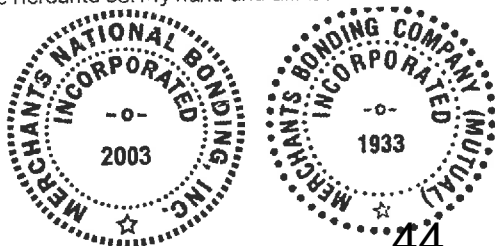



Notary Public

(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.




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)

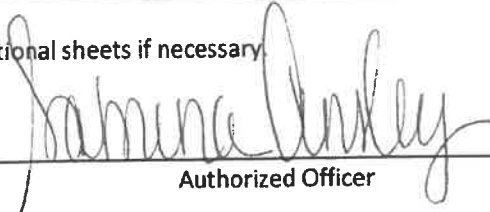
Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department 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)

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 Ansley

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

(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
City

New Mexico
State

87105
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

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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

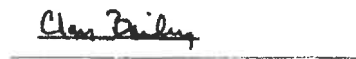
And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

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 a 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