



Date: June 2, 2021

Time: 9:30 a.m.

Places: Online Zoom meeting

Event: Special Board Mtg

Name	Company Name	Contact Information Phone Number	Email Address
Karen Nichols	LRG- Projects Manager	575-233-5742 Ext1018	
Paul Smith	LRG- Board Director	505-710-4671	
Patricia Charles	LRG- Projects Specialist	575-233-5742 Ext1021	
Esperanza Holguin	LRG- Board Chair	575-644-9543	
Mike Lopez	LRG- Operations Manager	575-233-5742 Ext1011	
John Schroder	LRG- Accounting Assistant	575-233-5742 Ext1006	
Martin Lopez	LRG- General Manager	575-233-5742 Ext1004	
Henry Magallanez	LRG- Board Director	575-525-9683	
Kathi Jackson	LRG - Finance Manager	575-233-5742 Ext1005	
Joe Evaro	LRG - Board Treasurer	575-618-0182	
Robert Storey	Souder, Miller & Associates	575-647-0799	
Marty Howel	Souder, Miller & Associates	575-647-0799	
Lilia Reig	Souder, Miller & Associates	575-647-0799	



Date: June 2, 2021

Time: 9:30 a.m.

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Event: Special Board Mtg

Name	Company Name	Contact Information Phone Number	Email Address
Tyler Hopkins	Bohannon Huston	575-532-2670	

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes —SPECIAL BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, June 02, 2021 via Online Zoom Meeting

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Chair Mrs. Holguin called the meeting to order at 9:30 a.m. Mr. P. Smith representing District #1 was present, District #2 is vacant, Mr. Evaro representing District #3 was present, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was present, District #6 is vacant, Mr. F. Smith representing District #7 was absent. Staff present were General Manager Martin Lopez, Projects Manager Karen Nichols, Projects Specialist Patricia Charles, Finance Manager Kathi Jackson, Accounting Assistant John Schroder, Operations Manager Mike Lopez. Guests present were Robert Storey, Marty Howell, Lilia Reid from Souder Miller and Tyler Hopkins from Bohannon Huston.
- II. **Pledge of Allegiance** – postponed due to online meeting
- III. **Motion to approve Agenda** - Mr. Magallanez made the motion to approve the agenda. Mr. P. Smith seconded the motion, the motion passed with all in favor.
- IV. **New Business**
 - A. **Motion to approve the Contract Award for High Valley Water Improvement System Phase II Project to J29 Construction contingent upon NMED Construction Programs Bureau approval** – Ms. Nichols said one bid was received for this project. We knew that there might not be enough money for the well building due to cost increases during the design phase, so the project was bid with alternates. The contract will be awarded with the No Building Alternate When she applied to Colonia’s she included the well building costs in the proposed budget for Phase III. Mr. Magallanez made the motion to approve the Contract Award for High Valley Water Improvement System Phase II Project to J29 Construction, contingent upon NMED Construction Programs Bureau approval. Mr. Evaro seconded the motion, the motion passed with all in favor.
- V. **Motion to Adjourn:** Mr. P. Smith made the motion to adjourn the special board meeting at 9:38 a.m. Mr. Magallanez seconded the motion, the motion passed with all in favor.

These minutes will be presented to the board for approval on the 16th Day of June, 2021 at a regular meeting of the Board of Directors:

SEAL:

Esperanza Holguin, Board Chair

Attest:

Joe Evaro, Secretary

DRAFT

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—SPECIAL BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, June 02, 2021 via Online Zoom Meeting

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- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. P. Smith) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __, # 5 (Mr. Magallanez) __, #6 (Vacant) __, #7 (Mr. F. Smith) __
- II. Pledge of Allegiance – postponed due to online meeting
- III. Motion to approve Agenda
- IV. New Business
 - A. Motion to approve the Contract Award for High Valley Water Improvement System Phase II Project to J29 Construction contingent upon NMED Construction Programs Bureau approval
- V. Motion to Adjourn

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 aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM 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 LRGPWWA office if a summary or other type of accessible format is needed.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. Documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

Base Bid				SMA		J29 Enterprises, LLC	
				OPCC		Bidder No. 1	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$28,000.00	\$28,000.00	\$ 36,410.66	\$ 36,410.66
2	Testing (Densities, Disinfection, Moisture Content, Proctor, Sieve, and Concrete Strength)	ALLOW	1	\$2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00
3	Pre-Construction and Post-Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00	\$ 260.00	\$ 260.00
4	Locate and Connect to Existing 4-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$1,800.00	\$1,800.00	\$ 2,430.00	\$ 2,430.00
5	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$2,200.00	\$2,200.00	\$ 2,035.00	\$ 2,035.00
6	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	102	\$47.00	\$4,794.00	\$ 69.17	\$ 7,055.34
7	Site Grading (incl. rough grading, site preparation of retention pond)	LS	1	\$2,800.00	\$2,800.00	\$ 11,156.80	\$ 11,156.80
8	Drill and Equipment Mobilization/Demobilization	LS	1	\$30,000.00	\$30,000.00	\$ 39,601.71	\$ 39,601.71
9	Drill 20-inch Borehole and Cement in Place 14-inch Steel Surface Casing to 50 feet, Collect Drill Cutting Samples Every 10 feet	LF	50	\$380.00	\$19,000.00	\$ 335.61	\$ 16,780.50
10	Install Cement Grout	CU. YD	23.5	\$700.00	\$16,450.00	\$ 637.65	\$ 14,984.78
11	Drill 10-inch Test Borehole from 50 feet bgs to bottom, Collect Drill Cutting Samples Every 10 feet	LF	475	\$67.00	\$31,825.00	\$ 67.12	\$ 31,882.00
12	Allowance for Down-Hole Geophysics in Test Borehole	ALLOW	1	\$8,000.00	\$8,000.00	\$ 8,000.00	\$ 8,000.00
13	Discrete-Interval Water Sample Testing	ALLOW	1	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00
14	Allowance for Water Analysis	ALLOW	1	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00
15	Allowance for Drill Cuttings Sieve Analysis (up to 25 Sieve Analysis)	ALLOW	1	\$2,500.00	\$2,500.00	\$ 2,500.00	\$ 2,500.00
16	Ream 10-inch Pilot Borehole to 12.75-inch Production Well Borehole from 50 feet bgs to bottom.	LF	475	\$90.00	\$42,750.00	\$ 67.12	\$ 31,882.00
17	Furnish and install 6-inch SDR-17 PVC casing, including end cap and 3-foot stickup	LF	460	\$50.00	\$23,000.00	\$ 30.88	\$ 14,204.80
18	Furnish and Install 6-inch Stainless Steel Wire-Wrapped Well Screen	LF	60	\$200.00	\$12,000.00	\$ 102.03	\$ 6,121.80
19	Furnish and Install Filter Pack	CU. YD	10	\$840.00	\$8,400.00	\$ 724.91	\$ 7,249.10
20	Furnish and Install Bentonite Seal (Incl. pea gravel or other approved material between bentonite seals of multiple screened intervals and install neat cement grout from the uppermost bentonite seal to 60 inches bgs.), CIP	CU. YD	5	\$780.00	\$3,900.00	\$ 738.33	\$ 3,691.65
21	Develop Screened Intervals by Swabbing and Air-Lift Pumping	HR	24	\$400.00	\$9,600.00	\$ 671.21	\$ 16,109.04
22	Develop Screened Intervals by Pumping	HR	20	\$370.00	\$7,400.00	\$ 469.85	\$ 9,397.00
23	Perform Pump Test on Well (500 min step test, 24-hour constant rate test, recovery period)	HR	24	\$400.00	\$9,600.00	\$ 402.73	\$ 9,665.52
24	Disinfect Well and Perform Bacteriological Testing	LS	1	\$2,600.00	\$2,600.00	\$ 3,356.07	\$ 3,356.07
25	Furnish and Install 1" Diameter Schedule 80 PVC Well Sounding Line to 2' Above Top of Pump	LF	498	\$10.00	\$4,980.00	\$ 2.68	\$ 1,334.64
26	Furnish and Install 2-inch Galvanized Steel SCH 40 Drop Pipe	LF	500	\$22.00	\$11,000.00	\$ 20.14	\$ 10,070.00
27	Furnish and Install 2-inch Check Valve	EA	3	\$400.00	\$1,200.00	\$ 485.96	\$ 1,457.88
28	Furnish and Install Pump Wire	LF	550	\$6.00	\$3,300.00	\$ 8.05	\$ 4,427.50
29	Furnish and Install Submersible Production Pump and Motor	EA	1	\$30,400.00	\$30,400.00	\$ 9,397.01	\$ 9,397.01
30	Complete Wellhead, as specified (Incl. pitless adapter, connection from drop pipe to fill line, 4-inch ductile iron pipe to building, reducer, and all other appurtenances required for a complete installation), CIP	LS	1	\$14,000.00	\$14,000.00	\$ 17,345.49	\$ 17,345.49
31	Standby at the Request of Owners Representative	HR	8	\$440.00	\$3,520.00	\$ 469.85	\$ 3,758.80
32	Furnish and Install Level Transducer, (inc. labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$6,000.00	\$6,000.00	\$ 13,424.30	\$ 13,424.30
33	Perform discrete-interval water sampling at depths and intervals to be determined by Engineer (Incl. up to 8 hours of development for each interval before sampling)	EA	2	\$8,000.00	\$16,000.00	\$ 4,295.77	\$ 8,591.54
34	Furnish and install 6-inch dissimilar material connector between stainless steel screen and SDR-17 PVC casing	EA	1	\$3,000.00	\$3,000.00	\$ 1,141.06	\$ 1,141.06
Base Bid Construction Total					\$378,019.00		\$ 362,721.99
Alternative A1: Building							
A1.1	Electrical Installation, (incl. connection of well motor, power shut off box, well starter, conduit, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$32,000.00	\$32,000.00	\$ 74,075.34	\$ 74,075.34
A1.2	Furnish and Install Well House Building (incl. subgrade preparation, new foundation, chlorine storage tank, injection port, chlorine piping, metering pump, building, eye wash station, spare parts, electrical panels, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$61,200.00	\$61,200.00	\$ 353,326.00	\$ 353,326.00
A1.3	Furnish and Install 4-inch Ductile Iron Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, pipe supports, insulation, and all related appurtenances not separately listed on the bid form), CIP	LF	46	\$75.00	\$3,450.00	\$ 488.74	\$ 22,482.04
A1.4	Furnish and Install 4-inch Control Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$3,000.00	\$6,000.00	\$ 9,283.76	\$ 18,567.52
A1.5	Furnish and Install 1" Air Release Valve, (incl. labor, furnish and install valve, saddle, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$2,000.00	\$4,000.00	\$ 1,878.10	\$ 3,756.20
A1.6	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$2,200.00	\$2,200.00	\$ 1,345.19	\$ 1,345.19

A1.7	Furnish and Install 4-inch Master Meter, (incl. all material, labor, meter, and all related appurtenances not separately listed on the bid form), CIP	EA	1	\$6,000.00	\$6,000.00	\$ 12,301.11	\$ 12,301.11
A1.8	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	157	\$47.00	\$7,379.00	\$ 58.34	\$ 9,159.38
Alternative A1 Construction Total					\$122,229.00		\$ 495,012.78

Alternative A2: No Building							
A2.1	Furnish and Install a Chlorine Station in Existing Building, (incl. double contained piping, conduit, injection port, electrical, pump, storage tank, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$20,000.00	\$20,000.00	\$ 52,655.90	\$ 52,655.90
A2.2	Furnish and Install 4-inch Master Meter in CMP Vault, (incl. all material, labor, meter, vault, and all related appurtenances not separately listed on the bid form), CIP	EA	1	\$14,000.00	\$14,000.00	\$ 18,731.27	\$ 18,731.27
A2.3	Furnish and Install 4-inch Check Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$3,000.00	\$3,000.00	\$ 5,448.90	\$ 5,448.90
A2.4	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	32	\$47.00	\$1,504.00	\$ 79.32	\$ 2,538.24
Alternative A2 Construction Total					\$38,504.00		\$ 79,374.31


Alternative B: Interconnection							
B1.1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	LF	2,001	\$50.00	\$100,050.00	\$ 33.68	\$ 67,393.68
B1.2	Locate and Connect to Existing 6-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$3,000.00	\$3,000.00	\$ 2,395.71	\$ 2,395.71
B1.3	Furnish and Install 6-inch Gate Valve in Cast Iron Valve Box, (incl. all labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$2,000.00	\$4,000.00	\$ 2,772.77	\$ 5,545.54
B1.4	Furnish and Install Metering Vault, (incl. all materials, labor, meters, precast concrete vault, piping, fittings, valves, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$6,000.00	\$6,000.00	\$ 12,722.11	\$ 12,722.11
B1.5	Furnish and Install Fire Hydrant Assembly, (incl. gate valve, tee, pipe, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$4,830.00	\$4,830.00	\$ 6,876.75	\$ 6,876.75
B1.6	Remove and Replace Gravel Roadway, (incl. labor and material required to construct roadway to the well and tank site, and all required appurtenances not otherwise listed in the Bid Form), CIP	SY	78	\$20.00	\$1,560.00	\$ 20.94	\$ 1,633.32
Alternative B Construction Total					\$119,440.00		\$ 96,567.11

Total					\$658,192.00	\$	1,033,676.19
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*Cells with red text indicate that a correction has been made in accordance with Article 14.01.C of the Instructions to Bidders (C-200)

CERTIFICATION:

I certify that the above figures are the evaluated bid prices from those submitted in the Bid Form.


Lilla J. Reid, P.E.
Souder, Miller & Associates

25-May-21
Date

High Valley New Well Project
Lower Rio Grande Public Water Works Authority
Funding Analysis
May 25, 2021

<u>Grant</u>		\$741,628.00	
<u>Engineering</u>			% of Project
Preliminary Design		\$41,550.00	6%
Final Design		\$10,175.00	1%
Survey & Mapping		\$5,610.00	1%
Bidding		\$11,690.00	2%
Construction Administration		\$24,315.00	3%
Construction Observation		\$45,101.00	6%
Closeout		\$7,720.00	1%
<u>NMGRT</u>	8.3125%	<u>\$12,149.63</u>	<u>2%</u>
Engineering Total		\$158,310.63	21%
<u>Non-Construction</u>			
Legal		\$1,466.55	0%
<u>Permit</u>		<u>\$208.00</u>	<u>0%</u>
Non-Construction Total		\$1,674.55	0%
<u>Costruction</u>			
Base Bid (Well)		\$362,721.99	49%
Alternative A-2 (No Building)		\$79,374.31	11%
Alternative B (Interconnect)		<u>\$96,567.11</u>	<u>13%</u>
Subtotal		\$538,663.41	73%
Contingency	1%	\$6,201.06	1%
<u>NMGRT</u>	6.75%	<u>\$36,778.35</u>	<u>5%</u>
Construction Total		\$581,642.82	78%
Project Total		\$741,628.00	
Remaining Funds		\$0.00	



May 28, 2021

#6327602

Ms. Karen Nichols, Projects Manager
Lower Rio Grande PWWA
P.O. Box 2646
Anthony, NM 88021
Email: karen.nichols@lrgauthority.org
Phone: (575) 233-5742

RE: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT FOR THE LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY (LRGPWWA) HIGH VALLEY NEW WELL PROJECT

Dear Ms. Nichols:

Bids were opened for the Lower Rio Grande Public Water Works Authority (PWWA) High Valley New Well Project on May 25, 2021 at 3500 Sedona Hills Parkway, Las Cruces, NM 88011. One bid was received for the project and the bid package was determined to be complete at the time of bid opening. The apparent low bidder was *J29 Enterprises, LLC*. The total of the **Base Bids** was three hundred sixty two thousand seven hundred twenty one dollars and ninety nine cents (\$362,721.99). The total of the **Alternative A1: Building** was four hundred ninety five thousand twelve dollars and seventy eight cents (\$495,012.78). The total of the **Alternative A2: No Building** was seventy nine thousand three hundred seventy four dollars and thirty one cents (\$79,374.31). The total of the **Alternative B: Interconnection** was ninety six thousand five hundred sixty seven dollars and eleven cents (\$96,567.11).

Based on a review of the base bid, the low bidder has been identified as responsive, thus Souder, Miller & Associates (SMA) recommends awarding the project to *J29 Enterprises, LLC*, with a **total recommended amount** of five hundred thirty eight thousand six hundred sixty three dollars and forty one cents (\$538,663.41, **not including NMGR**). This recommendation includes the Base Bid, Alternative A2: No Building, and Alternative B: Interconnection.

Please feel free to contact either of the undersigned if you have any questions and/or concerns related to this recommendation letter.

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


Annie Carrillo
Staff Civil Designer
annie.carrillo@soudermiller.com


Lilla J. Reid, P.E.
Vice President
lilla.reid@soudermiller.com

Enc: Bid Tabulation | References Contacted | Notice of Award | Agreement | J29 Enterprises, LLC's Bid Package

Base Bid				SMA		J29 Enterprises, LLC	
				OPCC		Bidder No. 1	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$28,000.00	\$28,000.00	\$ 36,410.66	\$ 36,410.66
2	Testing (Densities, Disinfection, Moisture Content, Proctor, Sieve, and Concrete Strength)	ALLOW	1	\$2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00
3	Pre-Construction and Post-Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00	\$ 260.00	\$ 260.00
4	Locate and Connect to Existing 4-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$1,800.00	\$1,800.00	\$ 2,430.00	\$ 2,430.00
5	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$2,200.00	\$2,200.00	\$ 2,035.00	\$ 2,035.00
6	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	102	\$47.00	\$4,794.00	\$ 69.17	\$ 7,055.34
7	Site Grading (incl. rough grading, site preparation of retention pond)	LS	1	\$2,800.00	\$2,800.00	\$ 11,156.80	\$ 11,156.80
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9	Drill 20-inch Borehole and Cement in Place 14-inch Steel Surface Casing to 50 feet, Collect Drill Cutting Samples Every 10 feet	LF	50	\$380.00	\$19,000.00	\$ 335.61	\$ 16,780.50
10	Install Cement Grout	CU. YD	23.5	\$700.00	\$16,450.00	\$ 637.65	\$ 14,984.78
11	Drill 10-inch Test Borehole from 50 feet bgs to bottom, Collect Drill Cutting Samples Every 10 feet	LF	475	\$67.00	\$31,825.00	\$ 67.12	\$ 31,882.00
12	Allowance for Down-Hole Geophysics in Test Borehole	ALLOW	1	\$8,000.00	\$8,000.00	\$ 8,000.00	\$ 8,000.00
13	Discrete-Interval Water Sample Testing	ALLOW	1	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00
14	Allowance for Water Analysis	ALLOW	1	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00
15	Allowance for Drill Cuttings Sieve Analysis (up to 25 Sieve Analysis)	ALLOW	1	\$2,500.00	\$2,500.00	\$ 2,500.00	\$ 2,500.00
16	Ream 10-inch Pilot Borehole to 12.75-inch Production Well Borehole from 50 feet bgs to bottom.	LF	475	\$90.00	\$42,750.00	\$ 67.12	\$ 31,882.00
17	Furnish and install 6-inch SDR-17 PVC casing, including end cap and 3-foot stickup	LF	460	\$50.00	\$23,000.00	\$ 30.88	\$ 14,204.80
18	Furnish and Install 6-inch Stainless Steel Wire-Wrapped Well Screen	LF	60	\$200.00	\$12,000.00	\$ 102.03	\$ 6,121.80
19	Furnish and Install Filter Pack	CU. YD	10	\$840.00	\$8,400.00	\$ 724.91	\$ 7,249.10
20	Furnish and Install Bentonite Seal (Incl. pea gravel or other approved material between bentonite seals of multiple screened intervals and install neat cement grout from the uppermost bentonite seal to 60 inches bgs.), CIP	CU. YD	5	\$780.00	\$3,900.00	\$ 738.33	\$ 3,691.65
21	Develop Screened Intervals by Swabbing and Air-Lift Pumping	HR	24	\$400.00	\$9,600.00	\$ 671.21	\$ 16,109.04
22	Develop Screened Intervals by Pumping	HR	20	\$370.00	\$7,400.00	\$ 469.85	\$ 9,397.00
23	Perform Pump Test on Well (500 min step test, 24-hour constant rate test, recovery period)	HR	24	\$400.00	\$9,600.00	\$ 402.73	\$ 9,665.52
24	Disinfect Well and Perform Bacteriological Testing	LS	1	\$2,600.00	\$2,600.00	\$ 3,356.07	\$ 3,356.07
25	Furnish and Install 1" Diameter Schedule 80 PVC Well Sounding Line to 2' Above Top of Pump	LF	498	\$10.00	\$4,980.00	\$ 2.68	\$ 1,334.64
26	Furnish and Install 2-inch Galvanized Steel SCH 40 Drop Pipe	LF	500	\$22.00	\$11,000.00	\$ 20.14	\$ 10,070.00
27	Furnish and Install 2-inch Check Valve	EA	3	\$400.00	\$1,200.00	\$ 485.96	\$ 1,457.88
28	Furnish and Install Pump Wire	LF	550	\$6.00	\$3,300.00	\$ 8.05	\$ 4,427.50
29	Furnish and Install Submersible Production Pump and Motor	EA	1	\$30,400.00	\$30,400.00	\$ 9,397.01	\$ 9,397.01
30	Complete Wellhead, as specified (Incl. pitless adapter, connection from drop pipe to fill line, 4-inch ductile iron pipe to building, reducer, and all other appurtenances required for a complete installation), CIP	LS	1	\$14,000.00	\$14,000.00	\$ 17,345.49	\$ 17,345.49
31	Standby at the Request of Owners Representative	HR	8	\$440.00	\$3,520.00	\$ 469.85	\$ 3,758.80
32	Furnish and Install Level Transducer, (inc. labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$6,000.00	\$6,000.00	\$ 13,424.30	\$ 13,424.30
33	Perform discrete-interval water sampling at depths and intervals to be determined by Engineer (Incl. up to 8 hours of development for each interval before sampling)	EA	2	\$8,000.00	\$16,000.00	\$ 4,295.77	\$ 8,591.54
34	Furnish and install 6-inch dissimilar material connector between stainless steel screen and SDR-17 PVC casing	EA	1	\$3,000.00	\$3,000.00	\$ 1,141.06	\$ 1,141.06
Base Bid Construction Total					\$378,019.00		\$ 362,721.99
Alternative A1: Building							
A1.1	Electrical Installation, (incl. connection of well motor, power shut off box, well starter, conduit, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$32,000.00	\$32,000.00	\$ 74,075.34	\$ 74,075.34
A1.2	Furnish and Install Well House Building (incl. subgrade preparation, new foundation, chlorine storage tank, injection port, chlorine piping, metering pump, building, eye wash station, spare parts, electrical panels, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	\$61,200.00	\$61,200.00	\$ 353,326.00	\$ 353,326.00
A1.3	Furnish and Install 4-inch Ductile Iron Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, pipe supports, insulation, and all related appurtenances not separately listed on the bid form), CIP	LF	46	\$75.00	\$3,450.00	\$ 488.74	\$ 22,482.04
A1.4	Furnish and Install 4-inch Control Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$3,000.00	\$6,000.00	\$ 9,283.76	\$ 18,567.52
A1.5	Furnish and Install 1" Air Release Valve, (incl. labor, furnish and install valve, saddle, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$2,000.00	\$4,000.00	\$ 1,878.10	\$ 3,756.20
A1.6	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$2,200.00	\$2,200.00	\$ 1,345.19	\$ 1,345.19

A1.7	Furnish and Install 4-inch Master Meter, (incl. all material, labor, meter, and all related appurtenances not separately listed on the bid form), CIP	EA	1	\$6,000.00	\$6,000.00	\$ 12,301.11	\$ 12,301.11
A1.8	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	157	\$47.00	\$7,379.00	\$ 58.34	\$ 9,159.38
Alternative A1 Construction Total					\$122,229.00		\$ 495,012.78

Alternative A2: No Building							
A2.1	Furnish and Install a Chlorine Station in Existing Building, (incl. double contained piping, conduit, injection port, electrical, pump, storage tank, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$20,000.00	\$20,000.00	\$ 52,655.90	\$ 52,655.90
A2.2	Furnish and Install 4-inch Master Meter in CMP Vault, (incl. all material, labor, meter, vault, and all related appurtenances not separately listed on the bid form), CIP	EA	1	\$14,000.00	\$14,000.00	\$ 18,731.27	\$ 18,731.27
A2.3	Furnish and Install 4-inch Check Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$3,000.00	\$3,000.00	\$ 5,448.90	\$ 5,448.90
A2.4	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	32	\$47.00	\$1,504.00	\$ 79.32	\$ 2,538.24
Alternative A2 Construction Total					\$38,504.00		\$ 79,374.31

Alternative B: Interconnection							
B1.1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	LF	2,001	\$50.00	\$100,050.00	\$ 33.68	\$ 67,393.68
B1.2	Locate and Connect to Existing 6-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$3,000.00	\$3,000.00	\$ 2,395.71	\$ 2,395.71
B1.3	Furnish and Install 6-inch Gate Valve in Cast Iron Valve Box, (incl. all labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	\$2,000.00	\$4,000.00	\$ 2,772.77	\$ 5,545.54
B1.4	Furnish and Install Metering Vault, (incl. all materials, labor, meters, precast concrete vault, piping, fittings, valves, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$6,000.00	\$6,000.00	\$ 12,722.11	\$ 12,722.11
B1.5	Furnish and Install Fire Hydrant Assembly, (incl. gate valve, tee, pipe, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	\$4,830.00	\$4,830.00	\$ 6,876.75	\$ 6,876.75
B1.6	Remove and Replace Gravel Roadway, (incl. labor and material required to construct roadway to the well and tank site, and all required appurtenances not otherwise listed in the Bid Form), CIP	SY	78	\$20.00	\$1,560.00	\$ 20.94	\$ 1,633.32
Alternative B Construction Total					\$119,440.00		\$ 96,567.11

Total					\$658,192.00	\$	1,033,676.19
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*Cells with red text indicate that a correction has been made in accordance with Article 14.01.C of the Instructions to Bidders (C-200)

CERTIFICATION:

I certify that the above figures are the evaluated bid prices from those submitted in the Bid Form.


Lilla J. Reid, P.E.
Souder, Miller & Associates

25-May-21
Date

Person Contacted: *Kristin Montoya*
Company Contacted: *City of Las Cruces*
Phone No.: *575-528-3500*
Project Name: *CLC Triviz Water & Gas*
Contract Amount: *\$103,599.90*
Project Year: *2021*

Questions:

Is the project on schedule so far?

Yes, it was on schedule.

Is the project on budget so far?

Yes.

Is the contractor easy to work with?

Oh yeah, very easy.

What is the quality of work so far on the project?

It was very good. We didn't have any issues.

Were there any change orders?

There were some changes order asked for by the engineer.

How many change orders were requested by owner and how many were requested by the contractor?

There were two change orders. All requested by the engineer.

Did the contractor have enough manpower and equipment?

Yeah, they did.

How was the relationship between the contractor and the owner and engineer?

Very good. Good communication.

Who was the project manager?

Rachel Corona.

Who was the superintendent?

Robert Ontiveros.

Would you recommend the contractor for future projects?

I do.

Were there any problems?

No, just usually unforeseen complications none were because of the contractor.

Do you know of any other projects they have completed?

The CLC Stern Drive Waterline is with the City of Las Cruces as well.

Are there any additional comments?

No, I think that you will have a successful project with them.

Person Contacted: *Dave Shields*

Company Contacted: *Bohannon Huston, Inc.*

Phone No.: *575-532-8670*

Project Name: *Chaparral Wastewater Collection Phase 3*

Contract Amount: *\$325,601.71*

Project Year: *2018*

Questions:

Was the project completed on schedule?

Yes.

Was the project completed on budget?

Yes.

Was the contractor easy to work with?

Oh yeah.

What was the quality of work?

It was good.

Were there any change orders?

Yes.

How many change orders were requested by owner and how many were requested by the contractor?

There were several change orders but not none was due to something the contractor did.

Did the contractor have enough manpower and equipment?

Yes.

How was the relationship between the contractor and the owner and engineer?

It goes back 25 years so there were no issues. Very good.

Who was the project manager?

Rachel Corona.

Who was the superintendent?

Miguel Garcia for the wastewater part and Robert Ontiveros on the others.

Would you recommend the contractor for future projects?

Oh yeah, absolutely.

Were there any problems?

No. There wasn't.

Do you know of any other projects they have completed?

Oh yeah, they've done a few projects with us and they've always done a great job.

Are there any additional comments?

Rachel has been in the business for a long time and she knows the business. She always does a great job.

Person Contacted: *Karen Nichols*

Company Contacted: *Lower Rio Grande Public Water Works Authority*

Phone No.: *915-203-2057*

Project Name: *Jaquez Road*

Contract Amount: *\$93,922.22*

Project Year: *2020*

Questions:

Was the project completed on schedule?

It was on time.

Was the project completed on budget?

It was within budget.

Was the contractor easy to work with?

Definitely.

What was the quality of work?

Stellar!

Were there any change orders?

There's always change orders.

How many change orders were requested by owner and how many were requested by the contractor?

We added a few things. There were three change orders but it wasn't because of the contractor.

Did the contractor have enough manpower and equipment?

Definitely.

How was the relationship between the contractor and the owner and engineer?

It all went swimmingly.

Who was the project manager?

Rachel Corona.

Who was the superintendent?

I don't recall. I don't usually interact with the contractor.

Would you recommend the contractor for future projects?

Absolutely.

Were there any problems?

There are always problems but not due to the contractor.

Do you know of any other projects they have completed?

They've done several other projects for us. They did the La Mesa Well Project and it went well.

They were a sub on my sewer project. They are pretty excellent.

Are there any additional comments?

No, I give them high marks and they are one of my favorite to work with.

Person Contacted: *John Montoya*
Company Contacted: *Molzen Corbin Engineering*
Phone No.: *575-522-0049*
Project Name: *CLC Stern Drive Waterline*
Contract Amount: *\$123,123.54*
Project Year: *2020*

Questions:

Was the project completed on schedule?

Yes.

Was the project completed on budget?

Yup.

Was the contractor easy to work with?

Yeah, I didn't have any issues.

What was the quality of work?

It was really good.

Were there any change orders?

Yeah, there was a small one to install the brackets correctly.

How many change orders were requested by owner and how many were requested by the contractor?

Just that one change order.

Did the contractor have enough manpower and equipment?

Yes.

How was the relationship between the contractor and the owner and engineer?

Everything went well. No issues.

Who was the project manager?

Rachel.

Who was the superintendent?

I do not.

Would you recommend the contractor for future projects?

Yes, I would.

Were there any problems?

No, not at all. It was a smooth job.

Do you know of any other projects they have completed?

It's been a while, but they did the Espina Street for us.

Are there any additional comments?

No. If I could have them work on all my projects, that would be great.

NOTICE OF AWARD

Date of Issuance:

Owner: Lower Rio Grande Public Water Works Authority
Owner's Contract No.:

Engineer: Souder, Miller & Associates
Engineer's Project No.: 6327602

Project: High Valley New Well Project
Contract Name: High Valley New Well Project

Bidder: J29 Enterprises, LLC

Bidder's Address: 275 Carver Road, Las Cruces, NM 88005

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 25, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: This project consists of the drilling of a new well, installation of a chlorine station, 32 linear feet of 4-inch waterline, and installation of 2,001 linear feet of 6-inch waterline.

The Contract Price of the awarded Contract is: \$538,663.41

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Contractor to submit construction schedule on or before the day of the pre-construction meeting.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Engineer

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

THIS AGREEMENT is by and between Lower Rio Grande Public Water Works Authority (“Owner”) and
J29 Enterprises, LLC (“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:

High Valley New Well Project

ARTICLE 2 – THE PROJECT

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

Drilling of a new well, installation of a chlorine station, 32 linear feet of 4-inch waterline, and installation of 2,001 linear feet of 6-inch waterline.

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 120 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 150 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 \$1,200 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 \$1,200 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 five hundred thirty eight thousand six hundred sixty three dollars and forty one cents (\$538,663.41)

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.

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. No retainage will be held.
- 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 9, inclusive), plus required attachments to the Bid as stipulated in Article 7 of the Bid Form.
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 8, 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 listed on the attached sheet index.
 - 10. Addenda (numbers 1 to 4, inclusive).
 - 11. 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.

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

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

OWNER:

CONTRACTOR:

Lower Rio Grande Public Water Works Authority

By: _____

By: _____

Title: Esperanza Holguin, Board Chair

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:
Martin Lopez, General Manager, Lower Rio Grande PWWA

Address for giving notices:

325 Holguin Road

Vado, New Mexico 88072

License No.: _____
(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: _____

BID FORM

High Valley New Well Project

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Souder, Miller & Associates
Attn: Marty Howell, P.E., Senior Engineer II
3500 Sedona Hills Parkway
Las Cruces, New Mexico 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:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5-4-2021</u>	<u>4</u>	<u>5-24-2021</u>
<u>2</u>	<u>5-18-2021</u>		
<u>3</u>	<u>5-21-2021</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 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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.

Base Bid:					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization	LS	1	36410. ⁰⁰	36410. ⁰⁰
2	Testing (Densities, Disinfection, Moisture Content, Proctor, Sieve, and Concrete Strength)	ALLOW	1	\$2,000.00	\$2,000.00
3	Pre-Construction and Post-Construction Video Documentation	LS	1	260. ⁰⁰	260. ⁰⁰
4	Locate and Connect to Existing 4-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	2430. ⁰⁰	2430. ⁰⁰

Base Bid:					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
5	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	2035 ⁰⁰	2035 ⁰⁰
6	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	102	69.17	7055.34
7	Site Grading (incl. rough grading, site preparation of retention pond)	LS	1	11156 ⁸⁰	11156 ⁸⁰
8	Drill and Equipment Mobilization/Demobilization	LS	1	391001.71	391001.71
9	Drill 20-inch Borehole and Cement in Place 14-inch Steel Surface Casing to 50 feet, Collect Drill Cutting Samples Every 10 feet	LF	50	335.61	16780.50
10	Install Cement Grout	CU. YD	23.5	6376.5	14984.78
11	Drill 10-inch Test Borehole from 50 feet bgs to bottom, Collect Drill Cutting Samples Every 10 feet	LF	475	67.12	31882.00
12	Allowance for Down-Hole Geophysics in Test Borehole	ALLOW	1	\$8,000.00	\$8,000.00
13	Discrete-Interval Water Sample Testing	ALLOW	1	\$5,000.00	\$5,000.00
14	Allowance for Water Analysis	ALLOW	1	\$10,000.00	\$10,000.00
15	Allowance for Drill Cuttings Sieve Analysis (up to 25 Sieve Analysis)	ALLOW	1	\$2,500.00	\$2,500.00
16	Ream 10-inch Pilot Borehole to 12.75-inch Production Well Borehole from 50 feet bgs to bottom.	LF	475	67.12	31882.00
17	Furnish and install 6-inch SDR-17 PVC casing, including end cap and 3-foot stickup	LF	460	30.88	14204.80
18	Furnish and Install 6-inch Stainless Steel Wire-Wrapped Well Screen	LF	60	102.03	6121.80
19	Furnish and Install Filter Pack	CU. YD	10	724.91	7249.10

Base Bid:					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
20	Furnish and Install Bentonite Seal (Incl. pea gravel or other approved material between bentonite seals of multiple screened intervals and install neat cement grout from the uppermost bentonite seal to 60 inches bgs.), CIP	CU. YD	5	738. ³³	3691. ⁶⁵
21	Develop Screened Intervals by Swabbing and Air-Lift Pumping	HR	24	671. ²¹	16109. ⁰⁴
22	Develop Screened Intervals by Pumping	HR	20	469. ⁸⁵	9397. ⁰⁰
23	Perform Pump Test on Well (500 min step test, 24-hour constant rate test, recovery period)	HR	24	402. ⁷³	9665. ⁵²
24	Disinfect Well and Perform Bacteriological Testing	LS	1	3356. ⁰⁷	3356. ⁰⁷
25	Furnish and Install 1" Diameter Schedule 80 PVC Well Sounding Line to Approximately 1' Above Top of Pump	LF	498	2. ⁶⁸	1334. ⁶⁴
26	Furnish and Install 2-inch Galvanized Steel SCH 40 Drop Pipe	LF	500	20. ¹⁴	10,070. ⁰⁰
27	Furnish and Install 2-inch Check Valve	EA	3	485. ⁹⁶	1457. ⁸⁸
28	Furnish and Install Pump Wire	LF	550	8. ⁰⁵	4427. ⁵⁰
29	Furnish and Install Submersible Production Pump and Motor	EA	1	9397. ⁰¹	9397. ⁰¹
30	Complete Wellhead, as specified (Incl. pitless adapter, connection from drop pipe to fill line, 4-inch ductile iron pipe to building, reducer, and all other appurtenances required for a complete installation), CIP	LS	1	17345. ⁴⁹	17345. ⁴⁹
31	Standby at the Request of Owners Representative	HR	8	469. ⁸⁵	3758. ⁸⁰
32	Furnish and Install Level Transducer, (inc. labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	13424. ³⁰	13424. ³⁰
33	Perform discrete-interval water sampling at depths and intervals to be determined by Engineer (Incl. up to 8 hours of development for each interval before sampling)	EA	2	4295. ⁷⁷	8591. ⁵⁴
34	Furnish and install 6-inch dissimilar material connector between stainless steel screen and SDR-17 PVC casing	EA	1	1141. ⁰⁶	1141. ⁰⁶

TOTAL OF BASE BID: \$ 302,721⁹⁹

IN WORDS: Three Hundred Sixty two thousand seven hundred
twenty one & 99/100

Alternative A1: Building					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
A1.1	Electrical Installation, (incl. connection of well motor, power shut off box, well starter, conduit, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1	74075. ³⁴	74075. ³⁴
A1.2	Furnish and Install Well House Building (incl. subgrade preparation, new foundation, chlorine storage tank, injection port, chlorine piping, metering pump, building, eye wash station, spare parts, electrical panels, and all required appurtenances not otherwise listed in the Bid Form), CIP	LS	1		
				353,326. ⁰⁰	353,326. ⁰⁰
A1.3	Furnish and Install 4-inch Ductile Iron Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, pipe supports, insulation, and all related appurtenances not separately listed on the bid form), CIP	LF	46	488. ⁷⁴	22,482. ⁰⁴
A1.4	Furnish and Install 4-inch Control Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	4285. ⁷⁰	18,567. ⁵²
A1.5	Furnish and Install 1" Air Release Valve, (incl. labor, furnish and install valve, saddle, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	1878. ¹⁰	3756. ²⁰

Alternative A1: Building					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
A1.6	Furnish and Install 4-inch Gate Valve, (incl. excavation, valve, valve box, valve riser and collar, test station, accessories, tests, backfill and compaction, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	1345. ¹⁹	1345. ¹⁹
A1.7	Furnish and Install 4-inch Master Meter, (incl. all material, labor, meter, and all related appurtenances not separately listed on the bid form), CIP	EA	1	12301. ¹¹	12301. ¹¹
A1.8	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	157	58. ³⁴	9159. ³⁸

TOTAL OF ALTERNATIVE A1: \$ 495,012.⁷⁸

IN WORDS: Four Hundred Ninety five Thousand twelve dollars
and 78/100

Alternative A2: No Building					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
A2.1	Furnish and Install a Chlorine Station in Existing Building, (incl. double contained piping, conduit, injection port, electrical, pump, storage tank, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	52655. ⁹⁰	52655. ⁹⁰
A2.2	Furnish and Install 4-inch Master Meter in CMP Vault, (incl. all material, labor, meter, vault, and all related appurtenances not separately listed on the bid form), CIP	EA	1	18731. ²⁷	18731. ²⁷
A2.3	Furnish and Install 4-inch Check Valve, (incl. valve, accessories, tests, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	5448. ⁹⁰	5448. ⁹⁰

Alternative A2: No Building					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
A2.4	Furnish and Install 4-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all related appurtenances not separately listed on the bid form), CIP	LF	32	79. ³²	2538. ²⁴

TOTAL OF ALTERNATIVE A2: \$ 79,374.31

IN WORDS: Seventy nine thousand three hundred
seventy four and 31/100

Alternative B: Interconnection					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
B1.1	Furnish and Install 6-inch C900 PVC DR-18 Waterline, (incl. all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, disinfection testing, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	LF	2,001	33. ⁶⁸	67,393. ⁶⁸
B1.2	Locate and Connect to Existing 6-inch PVC Waterline, (incl. all materials, labor, disinfection, disinfection testing, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	2395. ⁷¹	2395. ⁷¹
B1.3	Furnish and Install 6-inch Gate Valve in Cast Iron Valve Box, (incl. all labor, materials, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	2	2772. ⁷⁷	5545. ⁵⁴

Alternative B: Interconnection					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
B1.4	Furnish and Install Metering Vault, (incl. all materials, labor, meters, precast concrete vault, piping, fittings, valves, excavation, backfill, site restoration, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	12722. ¹¹	12722. ¹¹
B1.5	Furnish and Install Fire Hydrant Assembly, (incl. gate valve, tee, pipe, and all required appurtenances not otherwise listed in the Bid Form), CIP	EA	1	6876. ⁷⁵	6876. ⁷⁵
B1.6	Remove and Replace Gravel Roadway, (incl. labor and material required to construct roadway to the well and tank site, and all required appurtenances not otherwise listed in the Bid Form), CIP	SY	78	20. ⁹⁴	1633. ³²

TOTAL OF ALTERNATIVE B: \$ 96,507.¹¹

IN WORDS: ninety six thousand five hundred sixty seven
and ¹¹/₁₀₀

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. List of Proposed Suppliers;
 - D. Required Bidder Qualification Statement with supporting data;

- E. 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;
- F. New Mexico Contractor's License No.: 392033;
- G. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
- H. 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);
- I. 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);
- J. 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]*

J29 Enterprises, LLC

By: *[Signature]* 

[Printed name] Rachel Corona President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *[Signature]* 

[Printed name] M. Sue Padilla

Title: Vice President

Submittal Date: 5/25/2021

Address for giving notices:
275 Carver Rd
Las Alamos, NM 88005

Telephone Number: 575-524-2226

Fax Number:

844 761-4996

Contact Name and e-mail address:

Rachel Corone

r.corona@J29enterprises.com

New Mexico Department of Workforce Solutions Registration No.

28214139172017

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

Yes

Circle one:

Resident Contractor
Preference

Resident Veteran Contractor

No

Preference

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

BID BOND

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

BIDDER (Name and Address): J29 Enterprises, LLC
4715 N. Hwy 28
Las Cruces, New Mexico 88005

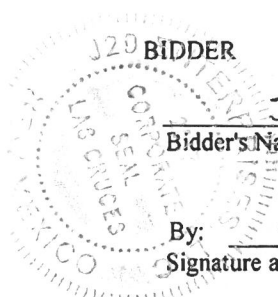
SURETY (Name and Address of Principal Place of Business): Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address): Lower Rio Grande Public Water Works Authority
521 St. Valentine
La Mesa, New Mexico 88044

BID
Bid Due Date: May 25, 2021
Project (Brief Description Including Location): High Valley New Well Project Phase II
La Mesa, New Mexico

BOND
Bond Number:
Date (Not later than Bid due date):
Penal sum Five Percent of Amount Bid (Words) (5%) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.



BIDDER
J29 Enterprises LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature] President
Signature and Title

Attest: [Signature] Vice President
Signature and Title

SURETY
Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Shawn Gustafson, Attorney-In-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Witness

Note: Above addresses are to be used for giving required notice.

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 Surety's liability.
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 by 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 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 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.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

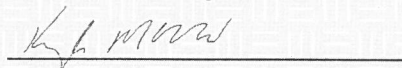
WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.





Kenneth D. Whittington, President



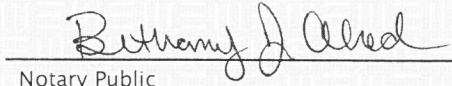
Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Notary Public

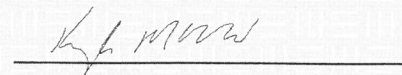
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 25th day of May, 2021.





Kyle P. McDonald, Assistant Secretary

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Shawn Gustafson

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of High Valley New Well Project Phase II, La Mesa, New Mexico

dated the 25th day of May, 2021 executed by:

J29 Enterprises, LLC

contractor, as principal and


Granite RE Inc.

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.


Agent, Shawn Gustafson, Attorney-In-Fact

Subscribed and sworn to before me this 25th day of May, 2021.


Notary Public

My commission expires: September 9, 2022

Agent's Address: Burke Insurance Group, LLC.
1690 S. Telshor Blvd.
Las Cruces, New Mexico 88011
Telephone Number (575) 524-2222

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)
Well	Stewart Brothers 300 Airport Rd. Milan, NM 87021	C	281453902014
Electrical	Current Electric 4115 Dona Ana Rd. Las Cruces NM Lic # 0527911	C	01816632011521
Building	No Quotes Received		

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)
HVAC	No Quotes Received		

Use additional sheets if necessary.

Attest:  5/25/2021
 Authorized Officer Date

Rachel Corona President
 Name and Title

J29 Enterprises, LLC
 Name of Firm

- * 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

LIST OF PROPOSED SUPPLIERS

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.

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

Firm Name, Business Address and Telephone #	General description of materials to be provided by proposed Supplier
Core + Main 1000 Parkhill Dr. Las Cruces, NM 88012	Utility Supplier
Pore Ops 748 W Palms Las Cruces, NM 88007	
	Chorination System + Meters

Use additional sheets if necessary.

Attest: 
 Authorized Officer

5-25-2021
 Date

Rachel Corona, President
 Name and Title

J29 Enterprises, LLC
 Name of Firm

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: High Valley New Well Project

SUBMITTED BY: J29 Enterprises, LLC
(Print or Type Name of Bidder)

ADDRESS: 275 Carver Rd
Las Cruces, NM 88005

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? 4

2. How many years has your organization been in business under its present name? 4

3. If a corporation, answer the following:

a. Date of Incorporation: 5-3-2017

b. State of Incorporation: New Mexico

c. President's Name: Rachel Corona

d. Vice President's Name: M. Sue Padilla

c. Secretary or Clerk's Name: M. Sue Padilla

d. Treasurer's Name: M. Sue Padilla

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. Well, Electrical, Building

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. _

" See Attached Schedule A "

J29 Enterprises

Schedule A - Uncompleted Projects Currently Under Contract

JOB NUMBER	PROJECT	BONDED Y / N	OWNER OR CONTRACT WITH	ARCHITECT OR ENGINEER	CONTRACT AMOUNT	PROJECTED COMPLETION
	Dona Ana County Water & Wastewater Systems Maintenance Agreement	Y	Dona Ana County	Dona Ana County	Open Contract	n/a
202101	Zia Natural Gas	N	Zia Natural Gas	Zia Natural Gas	Open Contract	n/a
202006	Vado Lift Station 4 and 5 Rehab	Y	Dona Ana County	Bohannan Huston	\$ 396,959.00	7/1/2021
202009	DAC New Sludge Beds	Y	DONA ANA COUNTY	Bohannan Huston	\$421,370.50	11/9/2020
202015	Parrigan and Mission Bell Gas Line Project	Y	CITY OF LAS CRUCES	Bohannan Huston	1,242,180.43	7/19/2021
202102	DAC Flood Commission	Y	DONA ANA COUNTY	Dona Ana County	198334	6/30/2021

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. _____

See attached schedule D Similar Experience

11. List name and construction experience of the principal individual of your organization. _____

Rachel Corona "See Attached Resume"

Schedule D
SIMILAR EXPERIENCE

JOB NUMBER	PROJECT	BONDED Y/N	OWNER OR CONTRACT WITH	ARCHITECT OR ENGINEER	CONTRACT AMOUNT	DATE OF COMPLETION	PERCENT W/ N FORC	PROJECT REFERENCE	PHONE
201701	Berino Waterline Extensions Chaparral Wastewater	Y	Lower Rio Grande PWWA	Parkhill, Smith & Cooper	\$611,283.61	1/31/2018	100	Kevin Fredley	915-533-6811
201702	Collection Ph 3 Village of Loving	Y	Dona Ana County	Bohannan Huston, Inc.	\$325,601.71	1/4/2018	100	Dave Shields	575-532-8670
201803	Water System	Y	Village of Loving	Pettigrew and Associates	\$194,578.78	6/30/2018	100	Amy Chavez	575-393-9827
201919	Jacquez Road Waterline	Y	Lower Rio Grande PWWA	Wilson & Company	\$87,983.35	3/31/2020	100	Eric Hamilton	505-348-4005
202008	CLC Stern Drive Waterline	Y	CITY OF LAS CRUCES	City of Las Cruces	\$123,123.54	10/9/2020	100		
202013	CLC Triviz Water & Gas	Y	CITY OF LAS CRUCES	City of Las Cruces	\$103,599.90	3/13/2021	100	Kristin Montoya	575-528-3500

Rachel Corona, P.E.
2826 Calle de Pompeii
Las Cruces, NM 88007
(575)650-2258
e-mail: rcorona09@comcast.net

Education

Bachelor of Science in Civil Engineering, May 1997
New Mexico State University, Las Cruces, NM

Employment Experience

May 2017 - Present
J29 Enterprises, LLC
Co- Owner / President/ Estimator / Project Manager

March 2012 – June 2017
Burn Construction Company, Inc.
President/ Estimator / Project Manager
As President of the company, responsible for management of and making everyday decisions keeping the company's best interest in mind. Monitor the progress of construction and compliance to specifications throughout the duration of each project.

January 1997 - Present
Burn Construction Company, Inc.
Project Manager / Estimator
Responsible for several projects from pre-construction to completion. Perform take-offs and procure material for the construction of the projects. Prepare pay estimates and budgets on a regular basis. Serve as a mediator between the engineer and the construction company. Observed construction site to monitor progress and ensure conformance to engineering plans, specifications and construction safety.

June 1996 - December 1996
MEVATEC Corporation
Civil Engineering Co-op (NMSU)
Assisted civil engineer with design of civil engineering projects such as roads, utilities, drainage, and environmental issues by performing the following duties under close supervision: 1) analyzed reports, maps, drawings, blueprints, tests, aerial photographs, and other geologic data; 2) calculated costs and determined feasibility of projects based on analysis of collected data; 3) prepared reports, specifications, plans, construction schedules, and environmental studies.

January 1995 – August 1996
New Mexico State University Civil Engineering Dept.
Environmental Engineering Research Assistant
Evaluated the treatment of air streams contaminated with organic vapors using bioscrubbers with granular activated carbon. Responsible for a study on biokinetics of VOC's using biochemical oxygen demand, operation and maintenance of a gas chromatograph, and various other tests such as dissolved oxygen and solids determination.

Honors and Activities

- Bachelor of Science in Civil Engineering, May 1997
- New Mexico Registered Professional Engineer
- New Mexico Contractors License - GB98, GA98, GF98
- Leadership Las Cruces 2014
- Leadership New Mexico Core Class of 2014
- March of Dimes High Heels for High Hopes – Chair 2016-Present
- Community Foundation of Southern New Mexico – Board Member 2016-2019

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 GA98, GB98, GF98

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: Granite RE, Inc.
Burke Insurance Shaun Gustafson
1690 S. Telshor 575-524-2222
Las Cruces, NM 88011

b. A bank: First American Bank Farrak Marquez
1553 Avenida de Mesilla 575-528-0436
Las Cruces, NM 88005

c. A major material supplier: Core + Main Brian Clouse
1000 Parkhill Dr
Las Cruces, NM 88012 575-527-4229

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.

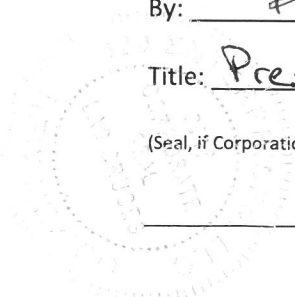
Dated this 25 day of May 2021

Bidder: J29 Enterprises LLC
(Print or Type Name of Bidder)

By: [Signature]

Title: President

(Seal, if Corporation)





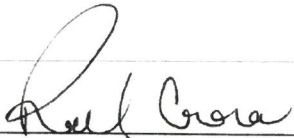
EVIDENCE OF AUTHORITY TO SIGN CORPORATE DOCUMENTS

June 1, 2019


To Whom it May Concern:

The following officers are authorized to sign contracts, bonds, checks, and other legal documents for J29 Enterprises, LLC and the Secretary or Treasurer is authorized to attest such signatures and affix the seal of the Corporation thereto.

Rachel Corona- President
M. Sue Padilla- Vice President
M. Sue Padilla- Secretary
M. Sue Padilla- Treasurer



Rachel Corona, P.E.



M. Sue Padilla

Certificate of Contractor Registration



This is to certify that

J29 Enterprises, LLC

J29 Enterprises, LLC
4715 N HIGHWAY 28

LAS CRUCES, NM, 88005-3526

has registered with the Department of Workforce Solutions

Registration Date: 5/14/2019 Registration Number: 28214139172017

**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>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **J29 ENTERPRISES, LLC**
DBA: **J29 ENTERPRISES, LLC**
4715 N HIGHWAY 28
LAS CRUCES, NM 88005-3526

Expires: **26-May-2023**

Certificate Number:

L2005538480



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate of Organization

OF

J29 Enterprises, LLC

5426561

New Mexico

The Office of the Secretary of State certifies that the Articles of Organization, duly signed and verified pursuant to the provisions of the

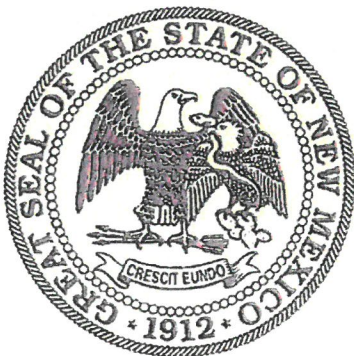
Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Organization and attaches hereto a duplicate of the Articles of Organization.

Dated: May 3, 2017

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

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: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

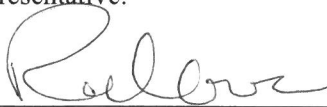
(Attach extra pages if necessary)

Signature Date

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

5-25-2021
Date

President

Title (Position)