



**VILLAGE OF RUIDOSO / CITY OF RUIDOSO DOWNS
RWWTP – JOINT USE BOARD
REGULAR MEETING**

**February 21, 2024, at 10:00 A.M.
313 CREE MEADOWS RD., RUIDOSO, NM 88345**

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

REGULAR ITEMS

- (1) Discussion and Possible Action on Approval of Minutes for Regular Meeting of January 17, 2024.**
- (2) Discussion on Monthly Report on the Regional Wastewater Treatment Plant.**
- (3) Discussion and Possible Action on Agreement with LA, Inc for the Installation of Fine Screens at the Ruidoso Wastewater Treatment Plant (RWWTP) in the Amount of \$400,510.13, Including GRT.**
- (4) Discussion and Possible Action on Recommendation to Village Council to Approve Sewer Line Maintenance Agreement for Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.**

REPORTS FROM BOARD MEMBERS

ADJOURNMENT

Yvonne Bartz, Deputy Clerk

Posted: Thursday, Wednesday February 14, 2024

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4, NMSA 1978 and Resolution 2023-01. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Yvonne Bartz, Deputy Clerk
Meeting Date: February 21, 2024

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

1

Re: Discussion and Possible Action on Approval of Minutes for Regular Meeting of January 17, 2024.

Item Summary:

Discussion and Possible Action on Approval of Minutes for Regular Meeting of January 17, 2024.

Item Discussion:

Minutes provided by Deputy Clerk.

Recommendations:

To Approve Minutes for Regular Meeting of January 17, 2024.

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
WEDNESDAY JANUARY 17, 2024**

Chair Crawford, Village of Ruidoso Mayor called the Special Meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 10:00 a.m. Members Rafael "Rifle" Salas, Village of Ruidoso Mayor Pro Tem; Gary Jackson, Village of Ruidoso Councilor; Joey Jarvis, City of Ruidoso Downs (CORD) Public Works Director; and Dean Holman, CORD Mayor were recorded present in person. Village of Ruidoso employees Yvonne Bartz, Deputy Clerk; Isaac Garcia, Ruidoso Wastewater Treatment Plant (RWWTP) Director; Ronald Sena, Village Manager; Michael Martinez, Deputy Manager; Christell Armijo, Water Resource Director; Adam Sanchez, Public Works Director; and David Denney, Chief Plant Operator were recorded present in person. Village of Ruidoso Legal Counsel present was Zachary Cook.

APPROVAL OF AGENDA:

Member Jackson moved to approve the agenda as presented. Member Jarvis seconded and the motion carried with a roll call vote of all ayes.

REGULAR ITEMS:

Discussion and Possible Action on Approval of Minutes for Regular Meeting of October 18, 2023, and Special Meeting of October 24, 2023.

Member Jackson moved to approve the October 18, 2023, Regular Meeting Minutes, and the October 24, 2023, Special Meeting Minutes. Member Salas seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Resolution 2024-01, a Resolution Declaring Reasonable Notice of Public Meetings for the Ruidoso Wastewater Treatment Plant Joint Use Board.

Member Jackson moved to approve adoption of Resolution 2024-01, a Resolution Declaring Reasonable Notice of Public Meetings for the Ruidoso Wastewater Treatment Plant Joint Use Board. Member Salas seconded and the motion carried with a roll call vote of all ayes.

Discussion on Monthly Report on the Regional Wastewater Treatment Plant.

Isaac Garcia presented a monthly report on the Regional Wastewater Treatment Plant (RWWTP). The report covered the monthly record for influent and effluent and the fat and grease (FOG) results. Mr. Garcia stated the fine screens would be delivered that day and filter cleans would be completed in March after spring break.

Discussion on Solar Project at the Regional Wastewater Treatment Plant.

Christella Armijo stated the following: Souder Miller was on track with the design for the solar project; there was a delay with the State Construction Bureau with the review of the request for qualifications and the categorical exclusions for the environmental assessment to ensure requirements were met; and she would present more information at the next regular meeting.

Discussion and Possible Action on Approval of Change Order No. 5 with AUI, Inc., Extending the Contract 49 Days, from a Final Payment Date of February 17, 2024, to April 2, 2024.

Adam Sanchez stated the following: The extension was requested due to a delay in the Contractor start date and easement issues at each site, including acquisition of permanent, temporary and access easements; and the start date was moved to January 31, 2023, from October 5, 2022.

Member Jackson moved to Approve Change Order No. 5 with AUI, Inc., Extending the Contract 49 Days, from a Final Payment Date of February 17, 2024, to April 2, 2024. Member Salas seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Contract Amendment with High Water Mark, LLC to Correct the Contract to Reflect an End Date of “Until Completion of the Project” to Continue to Provide Environmental Compliance, Grant Compliance, Construction Management, Inspection Services and Project Worksheet Close Out Support for the FEMA 1783-PW155-Sewerline Project.

Christella Armijo stated the following: The contract’s effective/executed date was April 28, 2020; since the RFP and contract were for specific Federal Emergency Management Agency (FEMA) projects, there should not have been an expiration date; and the contract amendment was to change the wording to reflect “Until completion of the project” rather than a specific end date.

Member Jackson moved to Approve Contract Amendment with High Water Mark, LLC to Correct the Contract to Reflect an End Date of “Until Completion of the Project” to Continue to Provide Environmental Compliance, Grant Compliance, Construction Management, Inspection Services and Project Worksheet Close Out Support for the FEMA 1783-PW155-Sewerline Project. Member Salas seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Class A Sludge Disposal.

Isaac Garcia stated the following: he received a satisfactory report; sludge could continue to be spread on the Williams property; and there was a 290 metric ton limit on sludge.

Chair Crawford inquired if farmers were able to pick up sludge to use on their land. Mr. Garcia stated farmers could pick up sludge. Member Jarvis inquired if the attorneys could develop a waiver for sludge pickup. Mr. Garcia stated because of moisture content, the sludge was classified as Class B, and there was a limitation sheet given to any person picking up sludge.

No Action was taken on this item.

Discussion and Possible Action on Acceptance of Dumping Sludge Waste at the Regional Wastewater Treatment Plant.

Chair Crawford inquired why septic systems loads were taken to Alamogordo to be dumped. Mr. Garcia stated dumping septic system chemicals had a negative effect on the facilities and the practice had been discontinued for years.

Chair Crawford inquired where RV Parks were dumping their septic systems. Mr. Garcia stated the RV Parks dump their septic systems into the WWTP lines, which had a negative effect on the facilities. Chair Crawford inquired if the board should address the issue of RV Park septic dumps into the WWTP lines. Mr. Sanchez stated the ordinance would need to be amended.

No Action was taken on this item.

REPORTS FROM BOARD MEMBERS:

Member Jarvis inquired if the Joint Use Board would consider incorporating the sewer line Interceptor Crossing at US Highway 70 near Jorge's. Chair Crawford asked staff to prepare the incorporation as an agenda item for the next regular Joint Use Board meeting as a recommendation to Village Council.

ADJOURNMENT:

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chair Crawford adjourned the regular meeting at 10:45 a.m.

Passed and approved this 21st day of February 2024.

APPROVED: _____
Lynn D. Crawford, Chairman

ATTEST: _____
Yvonne Bartz
Deputy Clerk



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members

Presenter: Isaac Garcia, RWWTP Director

Meeting Date: February 21, 2024

Re: Discussion on Monthly Report on the Regional Wastewater Treatment Plant.

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

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Item Summary:

Discussion on Monthly Report on the Regional Wastewater Treatment Plant.

Item Discussion:

Report provided by Isaac Garcia for information purposes only.

Recommendations:

N/A

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

<u>DATE</u>	<u>DAY</u>	<u>FLOW</u>	<u>TEMP.</u>	<u>pH</u>	<u>T.S.S.</u>	<u>BOD5</u>	<u>E. COLI</u>	<u>TRC ug/L</u>	<u>INF. T.S.S.</u>	<u>INF. BOD5</u>
01/01/24	Mon	1.80	14.7	7.05				N/A		
01/02/24	Tues	1.76	14.5	7.07			9.0	N/A		
01/03/24	Wed	1.70	14.2	7.24	0.75	1.97		N/A	270.0	244.3
01/04/24	Thu	1.58	14.2	7.25				N/A	VSS 252.7	pH 7.37
01/05/24	Fri	1.53	14.1	7.20				N/A	VOL.93.6%	TEMP. 9.0
01/06/24	Sat	1.55	14.2	7.09	0.75	1.97	9.0	N/A	99.7	99.2
01/07/24	Sun	1.59	14.2	7.26				N/A	%removal	%removal
01/08/24	Mon	1.51	13.9	6.93				N/A		
01/09/24	Tues	1.34	13.7	6.91				N/A		
01/10/24	Wed	1.34	13.6	7.23				N/A		
01/11/24	Thu	1.39	13.3	7.25				2		
01/12/24	Fri	1.38	13.1	7.19				N/A		
01/13/24	Sat	1.44	13.2	7.33				N/A		
01/14/24	Sun	1.58	13.4	7.07				N/A		
01/15/24	Mon	1.59	13.8	7.08				N/A		
01/16/24	Tues	1.41	13.6	7.28			<1.0	N/A		
01/17/24	Wed	1.33	13.5	7.47	1.70	1.87		N/A	226.6	220.8
01/18/24	Thu	1.30	13.7	7.36				N/A	VSS 198.4	pH 7.38
01/19/24	Fri	1.27	13.6	7.09				N/A	VOL.87.6%	TEMP. 6.7
01/20/24	Sat	1.41	13.5	7.29	1.70	1.87	<1.0	N/A	99.2	99.2
01/21/24	Sun	1.51	13.5	7.05				N/A	%removal	%removal
01/22/24	Mon	1.51	13.6	7.14				N/A		
01/23/24	Tues	1.39	13.7	7.34				N/A		
01/24/24	Wed	1.32	13.4	7.20				N/A		
01/25/24	Thu	1.26	13.3	7.40				N/A		
01/26/24	Fri	1.35	13.5	7.49				N/A		
01/27/24	Sat	1.40	13.3	7.08				N/A		
01/28/24	Sun	1.58	13.1	7.09				N/A		
01/29/24	Mon	1.47	13.6	7.06				N/A		
01/30/24	Tues	1.27	13.5	7.43			2.5	N/A		
01/31/24	Wed	1.25	13.8	7.52	1.33	1.26		N/A	275.5	279.8
									VSS 242.2	pH 7.26
					1.33	1.26	2.5		VOL.87.9%	TEMP. 7.8
									99.5	99.5
									%removal	%removal
MONTHLY AVG.		1.46			1.26	1.70	3.83			

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR FOG RESULTS**

FOG RESULTS

Mescalero, New Mexico

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
1/10/2024	42.8	IMG - Carrizo Canyon
1/10/2024	45.3	Palmer Loop Manhole, Mescalero

FOG RESULTS

Ruidoso, New Mexico

<u>Collection Date</u>	<u>N-Hexane Extractable Material</u>	<u>Location</u>
1/10/2024	47.1	Metering Station

FOG RESULTS (RWWTP - INFLUENT)

Ruidoso Downs, New Mexico

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
1/10/2024	30.9	Wastewater Treatment Plant

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

Effluent

Flows: Reading Daily Every 24 hours, 7am - 7am
TEMP: Avg Reading, Instantaneous Sample, Digital Readout by Using a Probe
pH: Instantaneous Sample, Digital Readout by Using a Probe
D.O.: Instantaneous Sample, Digital Readout by Using a Probe
TSS: Total Suspended Solids Results
BOD5: Bio-Chemical Oxygen Demand 5 Day Sample Results
E.COLI:
TRC u/gl: Chlorine

Influent

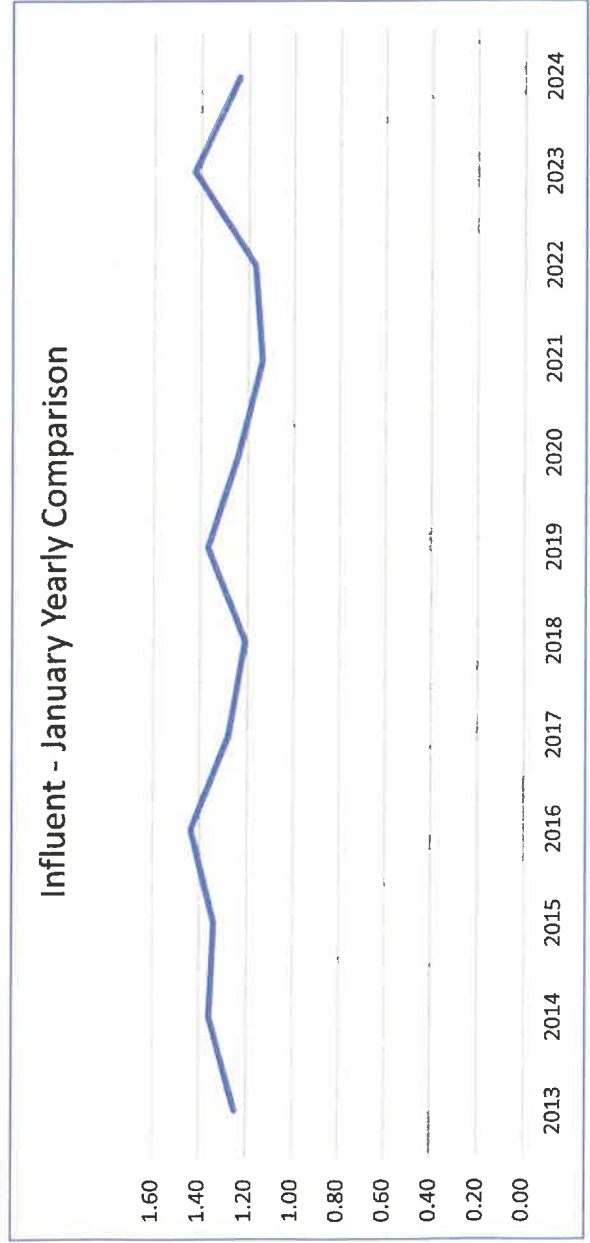
TSS: Total Suspended Solids Results
VSS: Volatile Suspended Solids Results
Volatile %:
Removal %:
BOD5: Bio-Chemical Oxygen Demand 5 Day Sample Results
pH:
TEMP:
Removal %:

Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - January Yearly Comparison

2013	1.25
2014	1.36
2015	1.34
2016	1.44
2017	1.28
2018	1.21
2019	1.37
2020	1.24
2021	1.14
2022	1.17
2023	1.43
2024	1.24

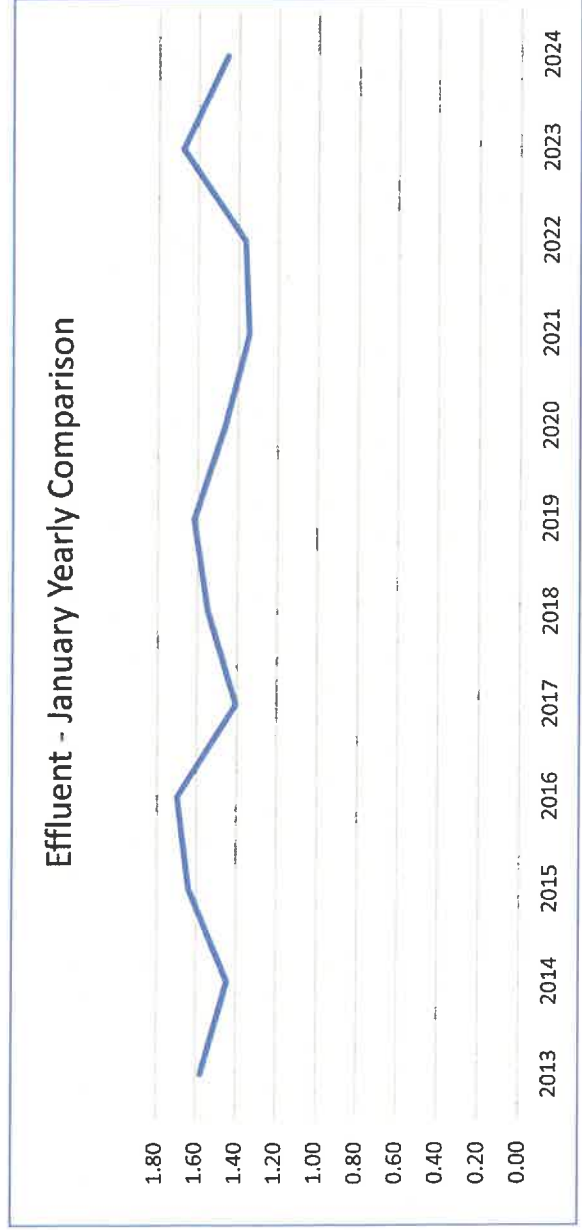


Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

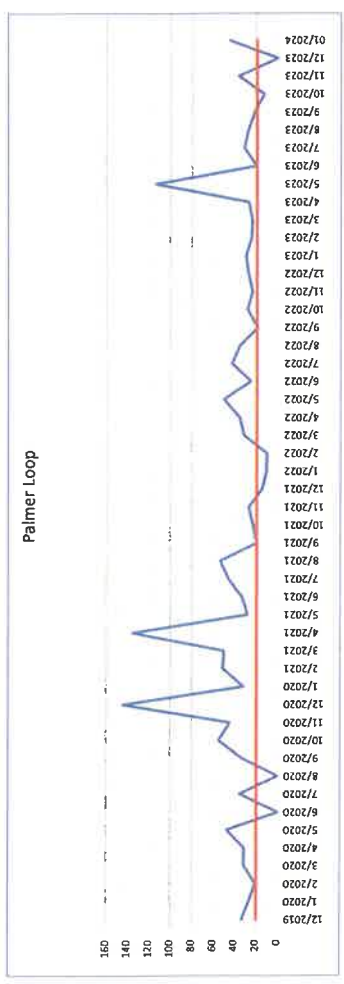
Effluent - January Yearly Comparison

2013	1.58
2014	1.45
2015	1.64
2016	1.70
2017	1.41
2018	1.55
2019	1.62
2020	1.47
2021	1.35
2022	1.37
2023	1.68
2024	1.46



Manager's Report - RWWTP
FOG Results - Palmer Loop
January 2024

Collection Month/Year	Results (mg/L)	Target (mg/L)
12/2019	33.4	20
1/2020	26.7	20
2/2020	20.8	20
3/2020	31.4	20
4/2020	31.3	20
5/2020	47.9	20
6/2020	N/A	20
7/2020	95.6	20
8/2020	Closed	20
9/2020	33.8	20
10/2020	55.7	20
11/2020	44.9	20
12/2020	145.0	20
1/2021	32.1	20
2/2021	51.7	20
3/2021	50.6	20
4/2021	136.0	20
5/2021	28.2	20
6/2021	33.8	20
7/2021	46.4	20
8/2021	54.2	20
9/2021	19.7	20
10/2021	23.3	20
11/2021	27.4	20
12/2021	14.7	20
1/2022	10.9	20
2/2022	10.6	20
3/2022	32.0	20
4/2022	35.7	20
5/2022	50.9	20
6/2022	25.4	20
7/2022	43.1	20
8/2022	35.8	20
9/2022	19.2	20
10/2022	28.5	20
11/2022	23.7	20
12/2022	27.7	20
1/2023	30.1	20
2/2023	24.7	20
3/2023	24.2	20
4/2023	27.4	20
5/2023	114.0	20
6/2023	20.3	20
7/2023	31.7	20
8/2023	28.1	20
9/2023	22.1	20
10/2023	13.2	20
11/2023	37.1	20
12/2023	N/A	20
01/2024	45.3	20





AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Christella Armijo, Water Resource Director
Isaac Garcia, RWWTP Director

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

3

Meeting Date: February 21, 2024

Re: Discussion and Possible Action on Agreement with LA, Inc for the Installation of Fine Screens at the Ruidoso Wastewater Treatment Plant (RWWTP) in the Amount of \$400,510.13, Including GRT.

Item Summary:

Discussion and Possible Action on Agreement with LA, Inc for the Installation of Fine Screens at the Ruidoso Wastewater Treatment Plant (RWWTP) in the Amount of \$400,510.13, Including GRT.

Item Discussion:

A bid for contract services to replace the Fine Screens at the RWWTP was advertised and awarded to LA, Inc for \$400,510.13. Work is anticipated to start once the Fine Screens are delivered.

Recommendations:

To Approve Agreement with LA, Inc for the Installation of Fine Screens at the Ruidoso Wastewater Treatment Plant (RWWTP) in the Amount of \$400,510.13, Including GRT.

BID REPORT	
Invitation To Bid Title	Ruidoso Wastewater Treatment Plant Fine Screen Replacement
ITB Number	2024-007B
Date of Report	2/12/24
Budgeted Line Item	510-410-53006
Budgeted Amount	\$2,000,000
Author	Andrea Nejerres, Purchasing Agent/Capital Projects Coordinator
Phone – Email	575-258-4343 Ext. 1082 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the BID process. The Bid Report will be:

- written by the purchasing lead or designee,
- approved by the requesting department,
- signed by the requesting department,
- And become part of the procurement file.

Section 1. ITB SCOPE OF SERVICES

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Ruidoso Wastewater Treatment Plant Fine Screen Replacement for the Village of Ruidoso.

Project Description: Installation of owner-supplied wastewater treatment plant fine screens.

The Village is conducting a single-award ITB. It is anticipated that the award under this ITB will result in a contract that will be for the completion of the project.

A full description of the scope of work is in the RFP.

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

Souder, Miller & Associates developed the bid specifications for this procurement.

Legal Ads were placed in three (3) newspapers: Ruidoso News on 1/12/24, Las Cruces Sun News and the Albuquerque Journal on 1/14/24.

Five (5) contractors drew down on the ITB from the Village of Ruidoso website.

A non-mandatory pre-bid conference was held on 1/1/24 at 10:00AM via Zoom and Village Council Chambers. A site visit followed. It was attended by two (2) potential bidders: L.A. Inc and Morrow Enterprises.

One (1) addendum was issued for clarifications.

Bid Submission Deadline was 2/8/23 at 1:00 pm.

Section 3. SUMMARY OF BID OPENING:

One (1) bid was received:
L.A. Inc.

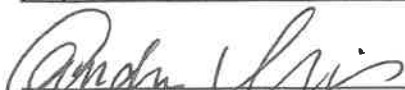
L.A. Inc.'s bid submittal was responsive and was the lowest bidder for Ruidoso Wastewater Treatment Plant Fine Screen Replacement.

Section 6. SUMMARY OF AWARD RECOMMENDATION

L.A. Inc.'s submittal was very well prepared and met all requirements of this procurement.

Recommend the award of ITB 2024-007B for Ruidoso Wastewater Treatment Plant Fine Screen Replacement to L.A. Inc.

ITB #2024-007B Ruidoso Waste Water Treatment Plant Fine Screen Replacement Bid Opening 2/8/24 @ 1:00 PM Local Time			Unit	Estimated Quantity	L.A. Inc.	
Bid Schedule					Unit Price	Total
1	Pre-Construction and Post-Construction Video Documentation	LS	1	\$1,000.00	\$1,000.00	
2	Mobilization (75%) and Demobilization (25%) (Incl. Removal of all Debris From Storage Sites and Delivery of O&M Manuals, Also As-Builts, Not to Exceed 5% of Total Bid)	LS	1	\$17,500.00	\$17,500.00	
3	Remove and Replace Roof and Sheathing (Incl. Labor, Materials, Equipment, Remove and Replace Roofing, Underlayment, Sheathing, Purline, Insulation, and Drywall, and other Appurtenances as Required for a Complete and Operating Installation), CIP	LS	1	\$100,000.00	\$100,000.00	
4	Install Owner Supplied Fine Screens (Incl. Labor, Materials, Equipment, Remove and Salvage Existing Fine Screens, Crane Rental, Anchoring, and Other Appurtenances as Required for a Complete and Operating Installation), CIP	LS	1	\$175,000.00	\$175,000.00	
5	Electrical Service to New Fine Screens (Incl. Labor, Materials, SCADA Programming, Equipment, and Other Appurtenances a Required for a Complete and Operating Installation), CIP	LS	1	\$76,700.00	\$76,700.00	
					Subtotal	\$370,200.00
					NMGRT (8.1875%)	\$30,310.13
					Total	\$400,510.13
A	Bid Submittal (Article 9 - Bid Submittal)					Pass
B	Appendix A - Letter of Transmittal Form					Pass
C	Bid Security					Pass
D	List of Proposed Subcontractors					Pass
E	Bidder Qualification Statement with Supporting Data					Pass
F	Evidence of Authority to do Business in the State of NM					Pass
G	Copy of NM Contractor's License					Pass
H	Copy of Registration with the Labor Relations Division, NM Dept of Workforce Solutions					Pass
I	Copy of Valid Resident Business Certificate or Resident Contractor (if applicable)					N/A
	NM Resident Preference (8% deduction)					
	NM Veterans Preference (10% deduction)					
J	Appendix B - Affidavit of Non-Collusion					Pass
K	Appendix C - Compliance with Regulatory Agencies					Pass
L	Appendix D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters					Pass
M	Appendix E - Campaign Contribution Disclosure Form					Pass
N	Bid Schedule Form (Article 5 - Basis of Bid)					Pass


Procurement Manager

NOTICE OF AWARD

Date of Issuance:

Owner:	Village of Ruidoso	Owner's Contract No.:	
Engineer:	Souder, Miller & Associates	Engineer's Project No.:	6332549
Project:	Ruidoso WWTP Fine Screen Replacement	Contract Name:	Ruidoso WWTP Fine Screen Replacement
Bidder:	L.A. Inc		

Bidder's Address: 10512 Range Rd SW, Albuquerque, NM 87121

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 8, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Installation of owner-supplied wastewater treatment plant fine screens.

The Contract Price of the awarded Contract is: \$370,200.00 (not including NMGRT)

[] 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):

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 Village of Ruidoso (“Owner”) and
L.A. Inc (“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:

Installation of owner-supplied wastewater treatment plant fine screens.

ARTICLE 2 – THE PROJECT

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

Ruidoso WWTP Fine Screen Replacement

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 65 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 75 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 \$1,412 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 \$1,412 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 \$370,200.00 (w/o NMGRT).

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. 100 percent of Work completed; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Contractor's Bid Form [EJCDC C-410] (pages 1 to 5, inclusive).
 - 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 in the table of contents of the Project Manual.
 - 10. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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:

By: _____

By: _____

Title: _____

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:

Address for giving notices:

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:



Village of Ruidoso
Ruidoso WWTP Fine Screen Replacement Project

BID Index

- A. Signed Letter of Transmittal Form (Appendix A)**
- B. Required Bid Security**
- C. List of Proposed Subcontractors**
- D. Required Bidder Qualification Statement with supporting data**
- E. Evidence of authority to do business in the state of the New Mexico; or a written covenant to obtain such license within the time of acceptance of Bids**
- F. Copy of New Mexico Contractor's License**
- G. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau**
- H. Copy of 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. Signed Affidavit of Non-Collusion (Appendix B)**
- J. Signed Compliance with Regulatory Agencies (Appendix C)**
- K. Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix D)**
- L. Signed Campaign Contribution Disclosure Form (Appendix E)**
- M. Completed Bid Schedule Form.**



A. Signed Letter of Transmittal Form (Appendix A)

-

APPENDIX A

Letter of Transmittal Form

APPENDIX A - LETTER OF TRANSMITTAL FORM

ITB#: 2024-007B Ruidoso Waste Water Treatment Plant Fine Screen Replacement

Bidder Name: L.A. INC FED ID#: 92-0336670

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items may result in the disqualification of the bid.

1. Identity (Name) and Mailing Address of the submitting organization:

LA. INC

10512 RANGE RD SW

ALBUQUERQUE, NM 87121

2. For the person authorized by the organization to contractually obligate on behalf of this Bid:

Name: LAWRENCE ACOSTA

Title: PRESIDENT

E-Mail Address: LACOSTA@LA.INC.NM.COM Telephone Number: 505-362-9996

3. For the person authorized by the organization to clarify/respond to queries regarding this Bid:

Name: TRISTAN BOTCHER

Title: ESTIMATOR

E-Mail Address: T-PAIH@LA.INC.NM.COM Telephone Number: 505-544-6517

4. Please describe any relationship with any entity which will be used in the performance of any resultant contract (if any.)

5. New Mexico Department of Workforce Solutions Registration No. 29203366702024

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

Yes, Circle One: Resident Contractor Preference Resident Veteran Contractor Preference

No

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

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line.

Authorized Signature
(Must be signed by the person identified in item #2, above.)

2-6-24

Date



B. Required Bid Security

B.O deposit

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW - FOR ADDITIONAL SECURITY FEATURES SEE BACK

CASHIER'S CHECK

0543301035

0006433 Office AU # 11-24 (2106)

Remitter: LAWRENCE ACOSTA Operator I.D.: 0485405

February 8, 2024

PAY TO THE ORDER OF ***VILLAGE OF RUIDOSO***

\$18,510.00

VOID IF OVER US \$ 18,510.00

Payee Address: BID BOND Memo:

WELLS FARGO BANK, N.A. 401 SUDDERTH DR RUIDOSO, NM 88345 FOR INQUIRIES CALL (480) 394-3122

Authorized Signature

⑆0543301035⑆ ⑆121000248⑆ 4861 512556⑆

Security Features Included. Details on Back.



C. List of Proposed Subcontractors

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)
Electrical	CSJ Electric LLC, (505) 803-8749, LIC# 411970 5306 Camino Montano NE Albuquerque, NM 87111	C	29214963952023
Roofing	No BIDS RECEIVED		
SCADA	Tabor Enterprises, LIC# 80331 505-301-1312 P.O. BOX 531 Los Alamos, NM 87544	A	

List of Proposed Subcontractors - Continued

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

Use additional sheets if necessary.

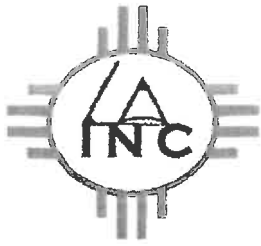
Attest: 
 Authorized Officer

2/8/2024
 Date

Lawrence Acosta President
 Name and Title

L.A. Inc.
 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



D. Required Bidder Qualification Statement with supporting data

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: Ruidoso WWTP Fine Screen Replacement

SUBMITTED BY: L.A. Inc.

(Print or Type Name of Bidder)

ADDRESS: 10512 Range Rd. SW
Albuquerque, NM 87121

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? 1 1/2 years
2. How many years has your organization been in business under its present name? 1 1/2 years
3. If a corporation, answer the following:

- a. Date of Incorporation: September 16, 2022
- b. State of Incorporation: NEW MEXICO
- c. President's Name: Lawrence Acosta
- d. Vice President's Name: Sheridan Francis
- c. Secretary or Clerk's Name: N/A
- d. Treasurer's Name: N/A

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. _____

Electrical, will subcontract out all the electrical work to CSJ Electric
SCADA-Tabor Enterprises

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. _

Jemez Spring WWTP Aeration Diffuser Remove + Replace
Owner - Jemez Springs
Contract Amount \$ - \$ 18,971.20, Estimated Completion - March 2024

Santa Fe WWTP RAS Pump Remove + Replace
Owner - James, Cooke + Hobson Inc. / Santa Fe WWTP
Contract Amount \$ 81,894.00, Est. Completion - July 2024

Las Companas WWTP Barscreen Repairs
Owner - Las Companas WWTP
Contract Amount - \$ 9,500.00, Est. Completion - June 2024

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 ENCLOSED Project List
on next page

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

Please see enclosed resumes
on next page.

L.A. Inc. - Project List

Project Name	Owner	Engineer	Contract Amount	Date of Completion	Percent of Work by own Forces
Jemez Springs WWTP Ferric Chloride Skid and Feed Line Replacement, Telescoping Valve Replacement	Jemez Springs WWTP	N/A	\$ 33,811.00	10/29/2023	100%
	Rose Fenton (575)520-8246				
	14609 St. 4 Hwy				
Predock HOA Concrete Trench Drain	Jemez Springs, NM 87025	Abeyta Engineering 209 Camino de Santiago #D Taos, NM 87571 (575) 737-0377	\$ 166,882.00	11/3/2023	100%
	Predock HOA				
	David Brown (505) 699-2578				
	15 Twining Rd Taos Ski Valley, NM 87525				
RUST Medical Booster Pump Waterline Installation	Miller Bonded	N/A	\$ 28,406.00	12/29/2023	100%
	Randall Toledo (505) 991-2918				
	4538 Mcleod Rd. NE Albuquerque, NM 87109				
Presbyterian Hospital Chiller Line Remove & Replace	Miller Bonded	N/A	\$ 26,001.00	12/29/2023	100%
	Randall Toledo (505) 991-2918				
	4538 Mcleod Rd. NE Albuquerque, NM 87109				
Vulcan Materials Lift Station Repairs	Vulcan Materials	N/A	\$ 14,512.00	12/29/2023	100%
	Jason McKay (505)400-9175				
	1500 N. Renaissance Blvd NE Ste B Albuquerque, NM 87107				
	Cedar Crest Investments				
Cedar Crest Lift Station	Rita Liebling (505) 250-3332	N/A	\$ 27,011.00	12/30/2023	100%
	12165 N. Hwy 14				
	Cedar Crest, NM 87008				

LAWRENCE ACOSTA

PROFESSIONAL SUMMARY

Lawrence Acosta started as a laborer with RMCI in 1996 work his way up to Foreman and then eventually to project Superintendent. Lawrence is not afraid of hard work and believes that it is only impossible til somebody gets it done. Lawrence started L.A.INC a utility contracting company and is currently president.

EXPERIENCE

L.A.INC, Albuquerque, NM, Oct 2022 - Current
President

LEADERSHIP: Providing strategic and visionary leadership to the company, setting goals, and directing the overall operations.

BUSINESS DEVELOPEMENT: Identifying and pursuing new business opportunities, including securing contracts and partnerships with clients, municipalities, and government agencies.

TEAM MANAGEMENT: Building and leading a skilled workforce, including hiring, training, and mentoring employees.

RMCI INC, Albuquerque, NM, Jan 2017 - Jun 2023
Superintendent

- Successfully Managed projects from \$800K to 3.5Mil.
- Coordinated with Sub-Contractors, local jurisdictions, and Owners to keep completion on target.
- Trained sub- contractors on company protocols to led quality assurance initiatives, maintaining high customer satisfaction ratings.
- Successfully built water booster pump systems and chlorination systems for potable water in multiple municipalities in New Mexico and Texas.
- Successfully Built waste water treatment plants from lift stations, clarifiers ,and UV systems. Rehabs or new install.
- Has installed potable water, sewer, non-potable, and natural gas transmission lines.
- Safety is always first! Safety goes hand and hand with the planning, install, and execution of my projects.

RMCI INC, Alburquerque, NM, Mar 2007 - Jan 2017
Pipefitter Foreman

- Inspected safety and efficiency of pipe installations using pressure gauges and hydrostatic testing.
- Installed automatic controls to regulate pipe systems.
- Cut, threaded, and installed pipe for many applications from stainless, black pipe , and galvanized.
- Assessed material and equipment needs by inspecting pipe structures and establishing sequences of installations with regard to obstructions such as electrical wiring.
- Assembled pipes, tubes, fittings and other materials, following engineering plans and specifications.
- Ensured quality and safety by inspecting and testing piping systems using

CONTACT

10512 Range Road,
Southwest, Albuquerque,
NM 87121
505-362-9995
lacosta@lainc.com

SKILLS

- OSHA 30 TRAINED AND CERTIFIED
- PIPEFITTERS JOURNEYMAN LICENSE
- SKILLED AT EYE LEVEL AND TRANSIT TO DETERMINE ELEVATIONS AND COORDINATES OF SPECIFIC ITEMS ON JOBSITE PLANS.
- TRAINED TO FUSE HDPE AND MDPE PIPE FOR WATER OR GAS APPLICATIONS.
- TRAINED ON OPERATING HEAVY EQUIPMENT: EXCAVATORS, FRONT END LOADER, BACKHOE, MOTOR GRADER, BULLDOZER, AND FORKLIFT.
- TRAINED ON TRENCHING SAFETY CONTROLS: TRENCH BOX SHORING, SLIDE RAIL SYSTEMS, AND SHEET PILE SYSTEMS.
- SUBCONTRACTOR SUPERVISION
- SAFETY COMPLIANCE
- BLUEPRINT INTERPRETATION
- OPERATIONS OVERSIGHT
- MEET CODE REQUIREMENTS
- SCHEDULE MANAGEMENT
- PRODUCTION PLANNING

pressure gauges and hydrostatic testing.

- Installed equipment with control sequencing for potable water, non-potable water, sewer, and gases.

EDUCATION

March 2004

Engineering Design Technology
TVI, Albuquerque, NM

June 2000

Construction and Materials technology
TVI, Albuquerque, NM

STATE OF NEW MEXICO LICENSING

- PIPEFITTERS (JPF)
- plumber/Gasfitter (JPG)
- Contractors license (MM98,GF-9,GF-4)

Tristan M. Botcher

1828 Illinois St. NE
Albuquerque, NM 87110

Phone: (505) 544-6517
Email: tmbotcher@gmail.com

EDUCATION: Colorado State University May 2006
Bachelor of Science in Construction Management

EXPERIENCE: Project Manager/ Estimator May 2009 to Current
RMCI Inc. , Albuquerque, NM

- Lead estimated & managed construction projects ranging between \$500,000 and \$45 million
- Team up with suppliers and subcontractors to obtain competitive pricing and negotiate contracts.
- Oversaw and managed all aspects of the construction project from building the estimates, permitting, scheduling, planning, creating budgets and cost controls, submittals, contracts and purchase orders, progress meetings, change orders and contract closeout.
- Analyze production reports and determine steps necessary for better production where required.
- Ensure close-out documentation is complete including, but not limited to, operation and maintenance manuals, spare parts, subcontractor and supplier lien releases, consent of surety, final pay application, and general contractor lien release and release of debts and claims.
- Supervised and managed crews for Emergency On-Call service for Albuquerque Bernalillo County Water Utility Authority.
- Worked closely with owners and engineers to provide real time solutions during emergency situations.
- Collaborate with architects, engineers, subcontractors to ensure project specifications and requirements are met.
- Conduct regular site visits to monitor construction progress, identify issues and resolve problems with Project Superintendents.
- Communicate with subcontractors and suppliers on critical tasks and assignments to ensure a successful project.
- Prepared project schedules in Microsoft Project to ensure just in time procurement of materials and proper sequencing of subcontracted work.

Project Engineer June 2006 to September 2009
Western Summit Constructors, Albuquerque, NM

- Project Surveying using Total Station
- Building Layout and Establishing Elevations
- Reviewed Submittals in accordance with the project specifications for conformity
- Created and Tracked RFI's
- Updated As-Built Drawings
- Applied tracked quantities to prepare monthly billings and submit for payment to owner.
- Submitted weekly cost coded payroll to track production.

References

Name	Title	Company	Phone Number	Email	Relationship
David K. Laughlin	Division Manager	ABCWUA	505-313-9610	dlaughlin@abcwua.org	Client
Robert Hawthorne	Ass. Vice President	AECOM	505-235-7368	robert.hawthorne@aecom.com	Engineer
Gabe Pena	Superintendent	RMCI	505-235-5224	g.pena@rmci.us	Co-Worker

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

New Mexico

License GF04, GF09, MM98

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: HUB Southwest

Josh Lujan 505-366-4639

6565 Americas Pkwy NE, Ste 720, Albuquerque NM 87110

b. A bank: Wells Fargo

3801 4th Street NW, Albuquerque, NM 87107

505-245-0940

c. A major material supplier: Core + Main

6135 2nd St. NW, Albuquerque NM 87107

Robert Haack (505) 344-0223

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 2-8-2024 ^{LA.} 8th day of February 20 24

Bidder: LA, Inc.

(Print or Type Name of Bidder)

By: Lawrence Acosta

Title: President

(Seal, if Corporation)



**E. Evidence of authority to do business in the state of the New Mexico; or a written covenant
to obtain such license within the time of acceptance of Bids**



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Type or Print Legibly
\$100.00 Min. Filing Fee

Profit Corporation

Articles of Incorporation

The undersigned, acting as Incorporator(s) to form a corporation under the New Mexico Business Corporation Act, adopt the following Articles of Incorporation:

Article One: *The name of the corporation: L.A. INC
(must contain 'corporation', 'company', 'incorporated', or 'limited' or an abbreviation of such words)

DBA name(s): _____
(must contain 'corporation', 'company', 'incorporated', or 'limited' or an abbreviation of such words)

Email Address: _____ me Number: _____

Article Two: *The aggregate number of shares that the corporation has the authority to issue: (Attach schedule if needed) 1000 Common NPV

Article Three: *The purpose for which the corporation is incorporated: (Please list a specific purpose for which the corporation is organized.) CONSTRUCTION

*The corporation elects to be designated as a Benefit Corporation pursuant to 53-12-7 NMSA 1978.
 Yes No

If yes, the benefit purpose: _____

Article Four: *The period of duration is:
 Perpetual OR Specific Date or Number of Years _____

Article Five:
(1) *The name of the registered agent is:
LAWRENCE A ACOSTA
Individual First and Last Name OR Registered Corporation Name and Business ID #

(2) *The New Mexico street address of the initial registered agent is: (must be a physical address)
10512 RANGE ROAD
ALBUQUERQUE NM 87121
City State Zip code

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

City State Zip code

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

RECEIVED SEP 01 2022

(4) *The principal place of business of the corporation is: (must be a physical address)

10512 RANGE ROAD

ALBUQUERQUE	NM	87121
City	State	Zip code

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

10512 RANGE ROAD

ALBUQUERQUE	NM	87121
City	State	Zip code

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

Name	Address	City	State	Zip code
LAWRENCE A ACOSTA	10512 RANGE ROAD	ALBUQUERQUE	NM	87121

Article Seven: *The name and complete address of each incorporator is: (attach a schedule if needed)

Name	Address	City	State	Zip code
<i>resident</i> LAWRENCE A ACOSTA	10512 RANGE ROAD	ALBUQUERQUE	NM	87121

*Executed Date:

8/19/2022



LAWRENCE A ACOSTA

*Signature(s) of incorporator(s)

*Printed Name(s)



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

L.A. INC
10512 RANGE RD SW
ALBUQUERQUE, NM 87121-2566

September 16, 2022
NM Business Tax ID:
03-599501-00-7
Letter ID: L1076801648

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 16-Sep-2022	IDENTIFICATION NUMBER 03599501007-GRT	Business Start Date 16-Sep-2022
Business Location 10512 RANGE RD SW		Business End Date
City and State ALBUQUERQUE, NM		Zip Code 87121-2566
Taxpayer Name L.A. INC		Taxpayer Type Corporation
Firm Name L.A. INC		Filing Frequency Semiannual
Mailing Address 10512 RANGE RD SW		
City and State ALBUQUERQUE, NM		Zip Code 87121-2566

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 16-Sep-2022	IDENTIFICATION NUMBER 03599501007-GRT	Business Start Date 16-Sep-2022
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Mailing Address 10512 RANGE RD SW		
City and State ALBUQUERQUE, NM		Zip Code 87121-2566

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Cabinet Secretary

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

10894015488049



F. Copy of New Mexico Contractor's License

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M. Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **L.A. INC**

PERMANENT LICENSE #409961

Located at: 10512 RANGE ROAD, ALBUQUERQUE, NM 87121

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


GF04, GF09, MIM98

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

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

10/12/2022


Signature of Contractor


Clay Bailey
Director

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



**G. Copy of Registration with the Labor Relations Division, New Mexico Department of
Workforce Solutions, Public Works Bureau**

Contractor Registration Certificate

Registration Details

FEIN: 92-0336670

Registration Number: 29203366702024

Company Name: LA Inc.

Doing Business As (DBA) Name: LA Inc.

Registration Date: 01/24/2024

Registration Expiration Date: 01/24/2026

Status: Active

Phone Number: 5053629996

Email: LAcosta@LAINCNM.com



**H. Copy of valid resident business certificate or valid resident contractor certificate issued by
the taxation and revenue department of the State of New Mexico (if applicable)**

ARTICLE 9 – BID SUBMITTAL

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

L.A. Inc.

By:

[Signature]

[Printed name]

Lawrence Acosta

(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]

Lawrence Acosta

Title:

President

Submittal Date:

2-8-2024

Address for giving notices:

10512 Range Rd SW

Albuquerque, NM 87121

Telephone Number:

505-362-9996

Fax Number:

N/A

Contact Name and e-mail address:

Lawrence Acosta

lacosta@laincm.com

New Mexico Department of Workforce Solutions Registration No. 292 0336670 20204

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 Preference
No X

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



I. Signed Affidavit of Non-Collusion (Appendix B)

APPENDIX B

Affidavit of Non-Collusion

APPENDIX B - AFFIDAVIT OF NON-COLLUSION

I state that I am the President (title) of L.A. INC (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

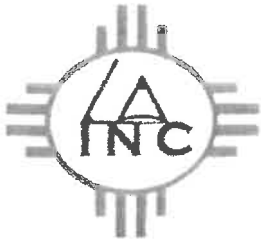
I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.


Authorized Signature

2-6-24
Date

Lawrence Acosta
Printed Name



J. Signed Compliance with Regulatory Agencies (Appendix C)

APPENDIX C

Compliance with Regulatory Agencies

APPENDIX C - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? Yes No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? Yes No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? Yes No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? Yes No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name Lawrence Acosta Title President of L.A. INC

Signature  Date 2-6-24



K. Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(Appendix D)

APPENDIX D

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

**APPENDIX D- CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this bid been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,


Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Lawrence Acosta, President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

2-8-2024

Date



L. Signed Campaign Contribution Disclosure Form (Appendix E)

APPENDIX E

Campaign Contribution Disclosure Form

APPENDIX E- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village 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 Village 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 Bid 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 Village or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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 Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

"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 either 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.

“Pendency of the procurement process” means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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.

 _____

_____ 2-6-24 _____

Signature

Date

President of L.A. INC
Title (Position)



M. Completed Bid Schedule Form.

BID FORM
RUIDOSO WWTP FINE SCREEN REPLACEMENT
6332549

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Village of Ruidoso
Attn: Carol Kirkpatrick, Purchasing Agent
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date	Addendum No.	Addendum Date
One	2-1-2024		

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

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

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Pre-construction and Post-construction Video Documentation	LS	1	1000. ⁰⁰	1000. ⁰⁰
2	Mobilization (75%) and Demobilization (25%) (Incl. removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid)	LS	1	17,500. ⁰⁰	17,500. ⁰⁰
3	Remove and Replace Roof and Sheathing (Incl. labor, materials, equipment, remove and replace roofing, underlayment, sheathing, purline, insulation, and drywall, and other appurtenances as required for a complete and operating installation), CIP	LS	1	100,000. ⁰⁰	100,000. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
4	Install Owner Supplied Fine Screens (Incl. labor, materials, equipment, remove and salvage existing fine screens, crane rental, anchoring, and other appurtenances as required for a complete and operating installation), CIP	LS	1	175,000. ⁰⁰	175,000. ⁰⁰
5	Electrical Service to New Fine Screens (Incl. labor, materials, SCADA programming, equipment, and other appurtenances as required for a complete and operating installation), CIP	LS	1	76,700. ⁰⁰	76,700. ⁰⁰

TOTAL OF BID: \$ 370,200.⁰⁰

IN WORDS: Three hundred seventy thousand two hundred dollars and no cents.

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
- A. Signed Letter of Transmittal Form (Appendix A);
 - B. Required Bid Security;
 - C. List of Proposed Subcontractors;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Evidence of authority to do business in the state of the New Mexico; or a written covenant to obtain such license within the time of acceptance of Bids;
 - F. Copy of New Mexico Contractor's License;
 - G. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;

- H. Copy of 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. Signed Affidavit of Non-Collusion (Appendix B);
- J. Signed Compliance with Regulatory Agencies (Appendix C);
- K. Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix D);
- L. Signed Campaign Contribution Disclosure Form (Appendix E);
- M. Completed Bid Schedule 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.



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Adam Sanchez, Public Works Director
Joey Jarvis, Public Works Director,
City of Ruidoso Downs

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

4

Meeting Date: February 21, 2024

Re: Discussion and Possible Action on Recommendation to Village Council to Approve Sewer Line Maintenance Agreement for Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

Item Summary:

Discussion and Possible Action on Recommendation to Village Council to Approve Sewer Line Maintenance Agreement for Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

Item Discussion:

The joint interceptor crossing Highway 70 will service up to seventy-four (74) residential and commercial lots in the Village of Ruidoso and Ruidoso Downs may connect up to twenty-three (23) residential and commercial lots.

Recommendations:

To Approve Recommendation to Village Council to Approve Sewer Line Maintenance Agreement for Joint Interceptor Crossing at US Highway 70 Between the Village of Ruidoso and the City of Ruidoso Downs to Include Cardinal Drive and Swallow Drive.

SEWER LINE MAINTENANCE AGREEMENT

THIS SEWER LINE MAINTENANCE AGREEMENT, (hereinafter the "Agreement") is entered into by and between the City of Ruidoso, (hereinafter "City"), the Village of Ruidoso (hereinafter "Village") (collectively, hereinafter referred to as the "Parties") to be effective upon the signature of the governing bodies of each of the Parties.

WHEREAS, the Village and the City entered into that certain Joint Powers Agreement on or about the 3rd day of July, 1974 forming a Joint Use Board for the implementation of planning, construction and regional control of wastewater treatment facilities; and

WHEREAS, the City and the Village thereafter constructed and now operate a regional wastewater treatment plant (RWWTP); and

WHEREAS, there exists along Cardinal Drive within the city limits of the City of Ruidoso Downs a sewer line connecting several lots within the City of Ruidoso Downs and the Village of Ruidoso to the main interceptor line that connects to the RWWTP (hereinafter "the Cardinal Drive sewer line"); and

WHEREAS, the Cardinal Drive sewer line stops at or immediately before the city limits of the City and the Village; and

WHEREAS, there are approximately twenty-three (23) lots located within the city limits of the City of Ruidoso Downs that are or can be connected to the Cardinal Drive sewer line; and

WHEREAS, there are approximately seventy three (73) lots located within the village limits of the Village of Ruidoso that are or can be connected to the Cardinal Drive sewer line; and

WHEREAS, the governing bodies of both municipalities have agreed that connecting the lots within the village limits of the Village of Ruidoso to the Cardinal Drive sewer line would increase efficiencies and improve the health, safety, and welfare of the residents of both municipalities; and

WHEREAS, the governing bodies of both municipalities desire to enter into this agreement to allow residents of the Village to connect to the Cardinal Drive sewer line.

WHEREAS, the governing bodies of both municipalities have agreed that all costs associated with the extension and maintenance of the Cardinal Drive sewer line shall be shared according to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the Parties agree as follows:

1. The City of Ruidoso Downs shall grant to the Village of Ruidoso right-of-way access for the connection of lots located within the Village to the Cardinal Drive sewer line.
2. Application for connection of any lots to the Cardinal Drive sewer line shall require the signature of the Village Manager or the Public Works Director of the Village of Ruidoso and the signature of the City Clerk or Public Works Director for the City of Ruidoso Downs. All connections shall be reported to the Chair of the Joint Use Board prior to connecting to the Cardinal Drive sewer line. Approval from the City or the Village for additional connections to the Cardinal Drive sewer line shall not be unreasonably withheld.
3. The Village may connect up to **seventy-four (74) residential and commercial lots** to the Cardinal Drive sewer line and the City may connect up to **twenty-three (23) residential and commercial lots** to the Cardinal Drive sewer line. In the event that the Village or the City identifies additional lots that can be connected to the Cardinal Drive sewer line, such lots may be connected to the Cardinal Drive sewer line upon the approval of the Joint Use Board, which approval shall not be unreasonably withheld.
4. The Village shall pay for all costs associated with connection of additional lots to the Cardinal Drive sewer line in the Village limits and the City shall pay for all costs associated with connections of additional lots to the Cardinal Drive sewer line in the City limits.
5. The Village and the City shall share the costs of maintenance of the Cardinal Drive sewer line on a proportional basis according to potential number of lots in each municipality that are connected to the Cardinal Drive sewer line. Upon the execution of this Agreement, the Village shall bear seventy-five percent (75%) of the costs of maintenance of the Cardinal Drive sewer line and the City shall bear twenty-five percent (25%) of the costs of maintenance of the Cardinal Drive sewer line. In the event that additional lots are identified within the Village or the City that can be connected to the Cardinal Drive sewer line, the proportionate share of maintenance costs may be adjusted upon agreement of the parties.
6. The Village or the City may use its equipment and labor as in-kind payment for the costs of maintenance of the Cardinal Drive sewer line.
7. By entering into this Agreement, the Village, City and their public employees as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in the Agreement shall be interpreted to modify or waive any provisions of the New Mexico Tort Claims Act, supra.
8. Each Party agrees to indemnify the other against all liability, demands, claims, suits, losses, damages, causes of action or judgments, including costs, attorneys'

and witness fees and expenses incident thereto for injury to persons or property arising out of its performance of duties under this Agreement.

9. Any covenant, term, agreement or condition contained herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from this, but such deletion shall in no manner affect any other covenant, term, agreement or condition herein contained, so long as such deletion does not materially prejudice the City or the Village in their respective rights contained in the valid covenants, terms, agreements or conditions of this Agreement.
10. This instrument contains the entire agreement between the parties. No statements, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by all parties.
11. This Agreement shall be construed according to the laws of the State of New Mexico, and the District Court of the Twelfth Judicial District shall be the appropriate forum and venue for any litigation between the parties hereto.
12. This Agreement may be terminated by the parties pursuant to the terms and conditions of an additional written agreement as contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

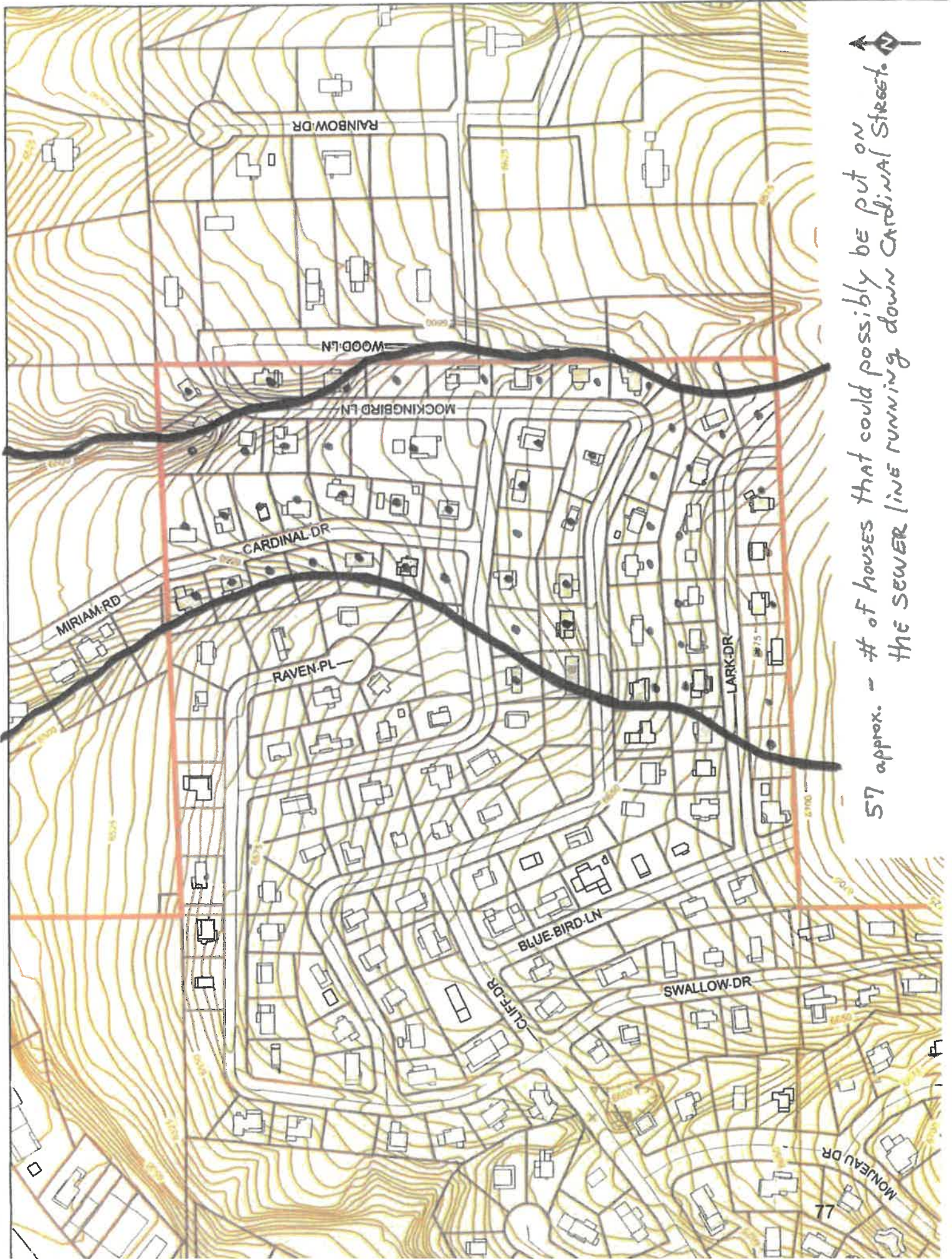
VILLAGE OF RUIDOSO

FAWN RIDGE PROPERTY
OWNERS ASSOCIATION

Lynn Crawford, Mayor

ATTEST

Jini Turri, Clerk



57 approx. - # of houses that could possibly be put on the sewer line running down Cardinal Street. ↑