

**C-900 - ADDENDUM**

**Addendum No. 1**

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Date:	<u>March 25, 2019</u>
Issued To:	<u>Plan Holders</u>
From:	<u>Alan Plummer Associates</u>
Project:	<u>Wastewater Treatment Plant Expansion</u>

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This Addendum forms a part of the Contract for the project above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and attaching this Addendum acknowledgment page to his Bid.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

**BIDDER**

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Firm's Name

By: 

<u>Signature</u>	<u>Date</u>
<u>Print Name</u>	<u>Title</u>

## GENERAL DESCRIPTION

- A. This addendum forms a part of the Bidding and Contract Documents and clarifies, corrects or modifies the Project Manual and Drawings as described below.
- B. This addendum consists of \_\_\_\_ page(s) and the following attachments:
  - 1. Pre-Bid Sign-In Sheet
  - 2. Micro-BLOX MBR Equipment package Contract Agreement

## PROJECT QUESTIONS

- A. Plan sheet C1-04: point "INF-60" calls out "TIE INTO EXISTING 8" DIP" and "WALL PENETRATION REQUIRED", please detail this connection.
  - 1. Response: The tie-in point to the existing 8" DIP is prior to the existing foundation penetration.
- B. Plan Sheet P1-02 shows plan view of the 8" DIP from the Aeration Pumps Discharging at Aeration Basins No. 2 & 3. But there is no Section View of this Connection? What happens beneath the 8" 90° shown on P1-02? Please provide a section showing the 8" DIP connection.
  - 1. Response: After the 90 bend, the pipe runs vertical down towards the bottom of the Aeration Basins 2 and 3. Sheet No. P1-03 shows the 8" DIP pipe 90 bend at the bottom. Install the horizontal run of 8" pipe after the 90 bend in the basin with the pipe centerline 3' above the Aeration basin slab.
- C. Plan sheet P1-02 and C1-04: Where the 8" DIP from Feed Forward Wet Wells leaves the Bldg, there are 8" Dresser CPLGs called out, could these be eliminated due to the proximity of the Buried MJ 45°s at Pt. FF41?
  - 1. Response: Please provide the Dresser couplings as shown.
- D. Plan Sheet P1-04: General Note #2 states "Contractor to Field Route WAS piping from Tank to WAS pump suction flange". Please provide some information specific to this field routing, that would allow us to establish a rough order of magnitude. What size is this? What sheets could this be found on? Rough distance between flanges?
  - 1. Response: The Enlarged Plan on Sheet No. P1-04 provides an approximate horizontal length of the WAS suction manifold piping; the vertical offset from the WAS pump suction fitting and the 4" horizontal is a maximum of 3.5 feet. The WAS piping suction header piping is 4" diameter and the connection to the MicroBLOX tank is a 2" threaded connection.
- E. Plan sheet P1-04 & I0-09: The 3" Micro-C Line seems to connect to the Post Anoxic Basins. This connection is not shown. Please detail.
  - 1. Response: The 3" Micro-C line does not connect to post anoxic basins. The 3" carrier pipe will terminate at the east wall of the north post anoxic basin and the 1/2" tubing will be routed overhead to drop into the top of the post anoxic basins.
- F. Plan sheet P1-02, P4-02 & I0-15: The 3" Micro-C Line seems to be a single line leaving the Chemical Feed Panel. Chemical feed Panel detail on Sheet P4-02 shows 1/2" piping to the Chemical Injector. For the 3" Micro-C Line will these 2- 1/2" Lines combine into a 3" line? Please clarify.

1. Response: The 3" Micro-C line is a carrier pipe. There are two (2) – 1/2" tubing runs that will be inside the 3" PVC carrier pipe.
- G. Plan Sheet P1-04: 4"x2" Flanged Piping shown in the "Enlarged Plan" (w/ notes #15 & #16), What material is this pipe? Could it be PVC?
1. Response: The WAS pumps 4" suction piping referenced in this question on Sheet No. P1-04 can be supplied as either SCH 80 PVC or DIP. If supplied as DIP, a DIP/PVC adapter fitting is required to transition to the 2" fittings on the MicroBLOX tanks.
- H. Please confirm that the Air Piping from AB-1 thru 4 will be Ductile Iron.
1. Response: All air piping provided by Contractor will be ductile iron.
- I. Sheet I0-05: Process Air Piping where the scope of supply changes for Contractor to MBR Supplier, should a Flange be provided? At approx. what elev. does this happen?
1. Response: For Aeration Basin No. 1 the 2nd and 3rd Cells will utilize the existing ductile iron flange. For the 4th Cell (where the aeration pumps are located), a new flange will be required. The scope of supply for the Contractor will end at the flange. The MBR Supplier-supplied SST drop pipe is shown in Section F/P3-02 and Section G/P3-02.
- J. Sheet C4-01, Detail 1: Inside Drop Inlet Detail, where does this detail occur in the Dwgs? Is it necessary for this project?
1. Response: This detail is not needed for the project.
- K. Plan Sheet P1-05, Note 2: Note calls out for Thermacor Insulation on the 1" Carrier for the NaOH. This Pipe Does not leave the building. Will this carrier be Insulated inside the bldg?
1. Response: Yes, the pipe will be insulated inside the building.
- L. Will mechanical restraint of buried pipe be required? Since no restraint tables are provided but a concrete kickblock detail is, will these "kickblocks" be the method of restraint?
1. Response: Per Civil Note 10 on Sheet No. Go-04, all buried ductile iron pipe shall have restrained fittings. In addition, all buried pipe bend fittings (90 bend and 45 bend) require kickblocks. See Sheet No. C4-03.
- M. Spec 15100, 2.2, D, 1 calls for Ductile Iron Fittings per AWWA C110. Will compact fittings per AWWA C153 be acceptable?
1. Response: No, please supply as specified.
- N. Spec 15100, 2.2, G, 1 & 4 calls for buried Ductile Iron pipe to have both the standard bituminous coating and a zinc coating. What type of coating will be required for the buried Ductile Iron pipe.
1. Response: Please supply with the zinc coating and bituminous topcoat, as specified.
- O. Per article 23 of the Instructions to bidders, states that the contract documents for procurement of goods and special services for MBR system is attached as a reference document. We are unable to locate this document, please direct us to its location if other than the reference documents or provide for our review.
1. Response: The contract documents for the Ovivo MicoBLOX MBR equipment package are included as attachments to this Addendum.

- P. Regarding ARV Isolation Valves, will chainwheel operators be required on elevated ARV assemblies?
1. Response: Chainwheel operators are not required.
- Q. If buried Ductile Iron Pipe is to be Zinc Coated, will the appurtenant fittings be Zinc coated as well.
1. Response: Yes.
- R. Plan sheet P4-03, detail 9, ARV Detail: Detail shows "Copper Pipe to drain", could this be PVC, routed to Basins.
1. Response: The ARV drain pipe shown in Detail 9 on Sheet No. P4-03 shall be supplied as either copper or SCH 80 PVC routed to an adjacent basin.
- S. Spec 15105 specifies both Butterfly Valves (2.2) and Lug Butterfly Valves (2.3), the individual valve call-outs do not clearly distinguished which type is expected. Please clarify what types will be required and where.
1. Response: Please supply all butterfly valves as lug style butterfly valves.
- T. How much sludge is in holding tanks?
- Response: Sludge in the holding tank will be processed through the existing dewatering equipment. Contactor to coordinate sludge removal with the Owner.
- U. Ovivo is 6 + 20 weeks. This will probably not leave enough time to complete the project by year-end. Will the owner extend the completion period?
1. Response: The following approximate timeline is provided with reference to this Question:
    - Notice of Award scheduled date: April 16, 2019
    - Notice to Proceed scheduled date: May 19, 2019
    - The Ovivo MicroBLOX MBR equipment package submittal completion scheduled date: April 5, 2019
    - Engineer review/approval of MicroBLOX submittal scheduled date: April 13, 2019
    - MBR equipment package fabrication completion (20 weeks) scheduled date: August 28, 2019; 10 days transport – arrive onsite scheduled date: September 7, 2019
    - MBR Startup scheduled date: October 26, 2019
    - Performance Testing start scheduled date: November 4, 2019
    - Substantial Completion scheduled date: December 20, 2019
    - Final Completion is scheduled as February 20, 2020.
- V. Who services the propane tank?
1. Response: The Village is converting the WWTP buildings from propane to natural gas. New Mexico Gas will relocate the existing gas line stub-in location and will be setting meters at the buildings and running new gas lines from the relocated gas stub-in location to the new meters.

- W. Where does the owner want excavated soils from the new building and yard pipe?
1. Response: Excavated soils can be staged east of the existing Garage/Maintenance Building along the northeast construction access road.
- X. Are there any drawings for the headworks process improvements bid item?
1. Response: The Headworks Process Improvements bid item #5 has been eliminated. Refer to Bid Form revisions referenced in this Addendum below. Sheet No. P4-01 shows providing a new autosampler and salvaging the existing autosampler.
- Y. P1-01 - Note 1 - where is IFAS media located? How much media is there?
1. Response: IFAS media is in the existing Aeration Basin 2. The IFAS media initial placement per the 2005 design was a 65 percent fill fraction in the Aeration Basin 2, approximately 2,200 cu.ft.
- Z. P1-01 - Note 11 refers to c1-02 for cut/cap info. Please explain what is required to cut/cap.
1. Response: Existing piping identified as requiring Cut/Cap shall be cut and either abandoned in-place or demolished as identified in the Drawings and capped with a blind flange.
- AA. Where is the UV?
1. Response: UV Equipment is supplied by the MBR vendor and installed in the MicroBLOX equipment package.
- BB. Bid Item 17 seems to be mis-numbered. Do you want the contract price of the Ovivo contract in this line item marked up or the same as the PO amount?
1. Response: Response: The Assignment of Contract Bid Item has been revised. Contractor Mark Up of Ovivo Contract Amount (including NMGR @ 9.25%) has been added. Refer to Bid Form revisions referenced in this Addendum below.
- CC. P1-04 - It looks like part of the drawing is missing for the enlarged plan?
1. Response: The enlarged plan drawing was developed to show the piping between the two process trains and is complete as shown.
- DD. What type of pipe materials is to be used for the steel piping between the blowers and the aeration basins? Is this SST or Ductile? Equipment note 19 on P3-02 calls for SST but the remainder of the air piping appears to be DIP.
1. Response: Refer to the Response to Question M, above.
- EE. What are the limits of the insulated jacketed pipe - note 11 on P1-02? Is the insulation only on the exterior pipe or interior as well?
1. Response: The insulated jacketed pipe will begin 6" inside the building and will continue up to the buried 90 bend outside the building.
- FF. Please confirm that the EQ tank is NOT to get demo'd.
1. Response: Confirmed. The EQ tank is to remain.
- GG. Can excavated soils remain on site?
1. Response: Excavated soils can be staged east of the existing Garage/Maintenance Building along the northeast construction access road.

- HH. Please confirm if VTSV will maintain the roads outside of the limits of construction.
1. Response: VTSV will maintain the roads outside of the limits of construction.
- II. How much aggregate or square feet are to be considered for crushed aggregate surfacing?  
Item 3?
1. Response: Crushed aggregate is required for the shaded areas in Sheet No. C1-01.
- JJ. Spec 14600 calls for a geared trolley at the location of the MBR basins and a Gantry crane. Please confirm if both are intended as they are not shown on the drawings.
1. Response: The trolley hoist and the gantry crane identified in SECTION 14600 have been eliminated. Refer to revisions to SECTION 14600 included in this Addendum below.

## PROJECT MANUAL

### A. DIVISION 0 – BIDDING / CONTRACT DOCUMENTS

1. C-410 – Bid Form
  - a. C-410, Pages 1-6, Footnote – **Delete** "Bid Bond" **and replace with...**"Bid Form".
2. C-410 – Bid Form
  - a. C-410, Page 3, Article 5, 5.01, Item 5 – **Delete** "Item No 5 – Headworks Process Improvements Total" in it's entirety.
3. C-410 – Bid Form
  - b. C-410, Page 4, Article 5, 5.02, Item 11, Description – **Delete** "Steel Sludge Tank" **and replace with...**"Steel Sludge Tanks" and change Est. Qty to 2.
4. C-410 – Bid Form
  - a. C-410, Page 4, Article 5, 5.03, **Remove** Section 5.03 and **Replace** with to following:

5.03 Assignment of Contract: Allowance for Contractor's payment obligation to Ovivo, as "Seller", for goods and special services set forth in assigned Procurement Contract. Bidder to include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

<b>SUBTOTAL OF LUMP SUM + UNIT BID PRICES</b>	<b>\$</b>	
NMGRT @ 9.25%	<b>\$</b>	
<b><u>TOTAL OF LUMP SUM + UNIT BID PRICES</u></b>	<b>\$</b>	
<b>ASSIGNMENT OF OVIVO CONTRACT</b>	<b>\$</b>	
Allowance for Ovivo Contract Amount	\$ 3,347,476.00	
Contractor Mark-Up of Assigned Contract <b>PLUS</b> NMGRT @ 9.25%	<b>\$</b>	
<b><u>ASSIGNMENT OF CONTRACT SUBTOTAL</u></b>	<b>\$</b>	
<b>TOTAL BID PRICE</b>	<b>\$</b>	

2. C-520 – Agreement Between Owner and Contractor for Construction Contract
  - a. C-520, Page 1, Article 4, 4.02, A. – **Delete** “238 calendar days” and **Replace** with “215 calendar days”; and **Delete** “285 calendar days” and **Replace** with “275 calendar days”.
- B. DIVISION 1 – GENERAL REQUIREMENTS
  1. SECTION 01270 – SCHEDULE OF VALUES
    - a. 01270, Page 5, 1.4, A. – **Delete** “Section No. 17 – Ovivo Contract Amount:” and **Replace** with “Ovivo Contract Amount Plus Markup:”.
- C. DIVISION 14 – CONVEYING EQUIPMENT
  1. Section 14600 - Hoists and Cranes
    - a. 14600, Pages 2-3, 2.1 and 2.2. – **Delete** “Section 2.1 TROLLEY HOISTS”; **Delete** “Section 2.2 GANTRY CRANE”.

**END OF ADDENDUM**

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**VILLAGE OF TAOS SKI VALLEY  
WASTEWATER TREATMENT PLANT EXPANSION**

**Pre-Bid Meeting Sign-In Sheet**

Date: March 18, 2019 at 1:00 pm

***PLEASE PRINT LEGIBLY***

<b>Name</b>	<b>Company</b>	<b>Phone</b>	<b>E-Mail</b>
Mark Dahm	Alan Plummer Associates	970-247-0724	<a href="mailto:mdahm@apaienv.com">mdahm@apaienv.com</a>
Greg Gage	Ovivo	512-652-5837	<a href="mailto:Greg.gage@ovivowater.com">Greg.gage@ovivowater.com</a>
Chris Harris	Ovivo	512-417-2271	<a href="mailto:Chris.harris@ovivowater.com">Chris.harris@ovivowater.com</a>
Steve Hansen	Ambiente H2O, Inc	303-433-0364	<a href="mailto:shansen@ambienteh2o.com">shansen@ambienteh2o.com</a>
Jeff Thomas	Integrated Water Services	505-216-0629	<a href="mailto:jthomas@integratedwaterservices.com">jthomas@integratedwaterservices.com</a>
Madison Smith	SmithCo Construction	575-640-9204	<a href="mailto:Rylan@smithco.com">Rylan@smithco.com</a>
Sam Garrell	AUI, Inc	505-975-6630	<a href="mailto:samg@auinc.net">samg@auinc.net</a>
Allan Durbin	Precision Service Electric	505-259-4709	<a href="mailto:Pse88208@comcast.net">Pse88208@comcast.net</a>
Matt Gladstone	Phil's Electrical Service	575-758-8589	<a href="mailto:philselectric@hotmail.com">philselectric@hotmail.com</a>
Edwin Steimling	Integrated Water Services	575-770-5353	<a href="mailto:esteimling@integratedwaterservices.com">esteimling@integratedwaterservices.com</a>
Jordan Bateson	RMCI	505-345-0008	<a href="mailto:jbateson@rmciinc.com">jbateson@rmciinc.com</a>
Tyler Beecham	Bradbury Stamm Construction	(505) 765-1200	<a href="mailto:bids@bradburystamm.com">bids@bradburystamm.com</a>

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**C-941 - CHANGE ORDER**Change Order No. 1

Owner: Village of Taos Ski Valley  
Contractor: Ovivo USA LLC.  
Engineer: Alan Plummer Associates  
Project: Wastewater Treatment Plant Expansion

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

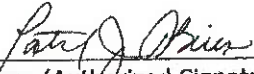
Description: Scope Change from MBR system to microBLOX MBR system

## Attachments:

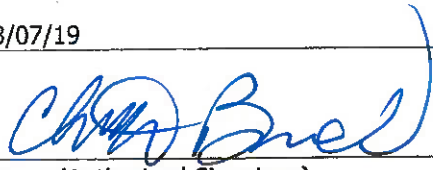
Ovivo Change Order #1 Technical Proposal; Equipment Delivery Date Commitment

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,048,891.78</u>	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
<input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders No. _____ to No. _____  \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ calendar days
Contract Price prior to this Change Order:  \$ <u>1,048,891.78</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
Increase of this Change Order:  \$ <u>2,298,584.22</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
Contract Price incorporating this Change Order:  \$ <u>3,347,476.00</u>	Contract Times with all approved Change Orders: Equipment Delivery: <u>20 Weeks from</u> <u>Submittal Approval</u> Ready for Final Payment: <u>Per Contract Terms</u> calendar days or dates


**RECOMMENDED:**

By:   
Engineer (Authorized Signature)  
Print Name: Patrick O'Brien  
Title: Principal  
Date: 03/07/19

**ACCEPTED:**

By:   
Owner (Authorized Signature)  
Print Name: Christof Brownell  
Title: Mayor  
Date: 03/18/19

**RECEIVED:**

By:   
Contractor (Authorized Signature)  
Print Name: Hiren Trivedi  
Title: Managing Director, Ovivo USA LLC  
Date: 02-07-2019

**APPROVED:**

By: \_\_\_\_\_  
Funding Agency (Authorized Signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## section 1

### scope of supply

The following tables represent the scope of supply for the equipment and services provided by Ovivo. Unless specifically and expressly included in this proposal, pricing provided is limited to the goods, services, quantities, materials, and model numbers as shown. See PIDs for specific quantities and location.

#### 1.a Equipment Scope Summary

QTY	Description	Factory Installed or Shipped Loose	Manufacturer
<b>MBR Tanks 01/02</b>			
2	microBLOX® MBR   Carbon Steel Tanks	Factory Assembled, Installed On-site	Ovivo
24	SiC M11 Ceramic Membranes	Factory Assembled in MBR 01/02	Ovivo Cembrane
24	Permeate Isolation Valves	Factory Assembled in MBR 01/02	Asahi
24	Membrane Diffuser Isolation Valves	Factory Assembled in MBR 01/02	Keystone
1	Fine Bubble Diffusers	Factory Assembled in MBR 01/02	Aerostrip
2	Permeate Pumps 100 GPM	Factory Assembled Lower Porch	Vogelsang
2	TMP – Pressure Transmitters	Factory Assembled Lower Porch	E&H
8	Pump Isolation Valves	Factory Assembled Lower Porch	Asahi
8	Gauges – Suction and Discharge	Factory Assembled Lower Porch	McDaniel
2	Turbidity Meters	Factory Assembled Lower Porch	Hach
2	Flow Meters	Factory Assembled Lower Porch	E&H
4	UV D438	Factory Assembled Lower Porch	Neo-Tech
2	Level Transmitters	Factory Assembled Lower Porch	E&H
4	Auto Valves – On/Off 4"	Factory Assembled Lower Porch	Asahi
4	Blowers – Air Scour K11	Factory Assembled Lower Porch	FPZ
4	Isolation Valves 6"	Factory Assembled Lower Porch	Keystone
2	Airflow Meters	Factory Assembled Lower Porch	Sierra
2	Blowers – Process Diffusers	Factory Assembled Lower Porch	FPZ
2	Isolation Valves 3"	Factory Assembled Lower Porch	Keystone
2	CIP – Hypo Pumps	Shipped Loose	Blue-White
2	Isolation & Check Valves	Shipped Loose	Asahi
2	CIP – Acid Pumps	Shipped Loose	Blue-White
2	Isolation & Check Valves	Shipped Loose	Asahi
2	Level Transmitter – CIP Wet Well	Factory Assembled Wet Well 01/02	Blue Ribbon
1	Lot Pipe, Valves and Electrical	Factory Assembled in Tank and Porches	Ovivo
1	Stair	Shipped Loose, Installed Onsite	Ovivo
2	Walkways	Shipped Loose, Installed Onsite	Ovivo
<b>PAX Process Tanks 01/02</b>			
2	Supplemental tank   Carbon Steel	Shipped Loose,	Ovivo
2	Mixer with Rails	Factory Assembled in Process Tanks	Wilo
1	Lot Pipe and Electrical	Factory Assembled in Tank and Porches	Ovivo
<b>Headworks Equipment</b>			
1	2 mm Single Entry Drum Screen	Factory Assembled, Installed Onsite	Ovivo
1	304SS Tank	Factory Assembled in SS Box	Ovivo
1	Flow Meter	Shipped Loose, Installed Onsite	E&H
1	Screw Press, 304SS	Factory Assembled in SS Box	Ovivo

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PAX 01 Existing Basin			
1	Mixer with Rails	Shipped Loose, Installed Onsite	Wilo
1	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
PA 01/02/03 Existing Basins			
3	Transfer Pumps – 1069 GPM	Shipped Loose, Installed Onsite	Wilo
1	Flow Meter 8"	Shipped Loose, Installed Onsite	E&H
3	Isolation Valves 8"	Shipped Loose, Installed Onsite	TBD
3	Check Valves 8"	Shipped Loose, Installed Onsite	TBD
6	Level Switches	Shipped Loose, Installed Onsite	Conery
3	LDO Probes	Shipped Loose, Installed Onsite	Hach
2	Blowers - 881 SCFM	Shipped Loose, Installed Onsite	Aerzen
1	Airflow Meter 8"	Shipped Loose, Installed Onsite	Sierra
2	Blower Isolation Valves *"	Shipped Loose, Installed Onsite	Keystone
1	Fine Bubble Diffusers	Shipped Loose, Installed Onsite	Aerostrip
3	Mixer with Rails	Shipped Loose, Installed Onsite	Wilo
3	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
PA 20/03 Existing Clarifier Basins			
4	Transfer Pumps – 1069 GPM	Shipped Loose, Installed Onsite	Wilo
2	Flow Meters 8"	Shipped Loose, Installed Onsite	E&H
4	Isolation Valves 8"	Shipped Loose, Installed Onsite	TBD
4	Check Valves 8"	Shipped Loose, Installed Onsite	TBD
4	Level Switches	Shipped Loose, Installed Onsite	Conery
2	LDO Probes	Shipped Loose, Installed Onsite	Hach
2	pH Meter	Shipped Loose, Installed Onsite	Hach
2	Blowers - 441 SCFM	Shipped Loose, Installed Onsite	Aerzen
2	Airflow Meter 6"	Shipped Loose, Installed Onsite	Sierra
2	Blower Isolation Valves *"	Shipped Loose, Installed Onsite	Keystone
1	Fine Bubble Diffusers	Shipped Loose, Installed Onsite	Aerostrip
2	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
WAS			
2	Pumps – 100 GPM	Factory Assembled Large Lower Porch	Vogelsang
2	Auto Valves 2" – Wasting & Rescreening	Factory Assembled Large Lower Porch	Asahi
1	Flow Meter	Shipped Loose, Installed Onsite	E&H
2	Check Valves 2"	Factory Assembled Large Lower Porch	Asahi
4	Isolation Valves 2"	Factory Assembled Large Lower Porch	Asahi
4	Gauges – Suction and Discharge	Factory Assembled Large Lower Porch	McDaniel

### 1.b Controls Scope Summary

QTY	Description	Factory Installed or Shipped Loose	Manufacturer
<b>PLC Panel</b>			
1	PLC/HMI Cabinet, Auto Dialer, Climate Control	Shipped Loose, Installed Onsite	Ovivo
<b>Remote IO</b>			
2	Panels	Factory Assembled in Panel	Ovivo
<b>HMI/SCADA</b>			
1	HMI Panel, HOA, SCADA	Factory Assembled in PLC Panel	Ovivo
<b>Motor Controls</b>			
1	MCC Starter, VFDs as required off board Equipment	Factory Assembled Shipped Loose	Ovivo
1	Starter, VFDs as required Skid Mounted Equipment	Factory Assembled Shipped Loose	Ovivo

### 1.c Services Scope Summary

Ovivo's scope of services is shown below.

Description	Person Days (Total All Trips)	Trips	Provider
<b>Membrane Equipment On-site Construction Services<sup>1</sup></b>			
Start-up, Testing, Commissioning and Training	15	1	Ovivo Technical Services
<b>Remote Support Services<sup>1</sup></b>			
24 Month Remote Service Support	As Needed	0	Ovivo Technical Services
<b>Data Management</b>			
Data Trending Tool	1 Year	NA	Ovivo 2-years Subscription
<b>Freight</b>			
Shipping	--	4	Ovivo

Notes:

1. Additional time available at our published labor rates.

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# **MBR Equipment Procurement Documents**

## **Project Manual Contract Set**

### **Village of Taos Ski Valley Wastewater Treatment Plant Improvements**

**November 28, 2016**

*1485 Florida Road, Suite C206  
Durango, CO 81301*

*Ph 970-247-0724*

**[www.feiengineers.com](http://www.feiengineers.com)**

**Focused. Engaged. Innovative.**

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**SECTION 00900**  
**ADDENDA**

**Addendum No. 1**

---

Date:	<u>December 8, 2016</u>
Issued To:	<u>Plan Holders</u>
From:	<u>FEI Engineers</u>
Project:	<u>Procurement of MBR System Equipment and Materials for the Wastewater Treatment Plant Expansion</u>

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This Addendum forms a part of the Contract for the project above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and attaching this Addendum acknowledgment page to his Bid.

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The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

**BIDDER**

**OVIVO USA LLC**

Bidder's Name

By:

Signature

**JIM PORTEOUS**

**12/16/2016**

Print Name

Date

**VP & GM**

Title

## SECTION 1 GENERAL

### 1.1 DESCRIPTION

- A. This addendum consists of 4 pages.

## SECTION 2 PROJECT QUESTIONS

### 2.1 SELLER QUESTIONS

- A. In Section 11500, Part 1, 1.5. H – Is the redundancy specified as N+1 “MBR basin” or N+1 “Membrane unit”?
  - 1. Response: The redundancy specified as N+1 applies to “Membrane Cassette”.
- B. Is prescreening required / specified prior to 2mm fine screens?
  - 1. Response: Prescreening is not required / specified prior to the 2mm fine screens.
- C. Where would the temporary treatment plant be located? What is the space and access available for it?
  - 1. Response: The temporary treatment plant would be located approximately 60 feet west of the existing treatment plant main building. This proposed location is approximately 100 feet x 100 feet, with road access from both the north side and the south side. The proposed location is a flat area paved with gravel, asphalt, or concrete (by Others).

## SECTION 3 PROJECT MANUAL

### 3.1 DIVISION 0

- A. SECTION 00400: Bid Form
  - 1. 00400, Page 2, Article 4 – BIDDER’S CERTIFICATIONS, 4.01: Insert Item E following Item D.4:
    - “E. The Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes Civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.”
- B. SECTION 00452: Supporting Information and Evaluation Criteria
  - 1. 00452, Page 2, Article 1 – SUPPORTING INFORMATION, 1.01, A.: Insert Item 8 and 9 following Item A.7:
    - “8. Provide a complete description of System Flexibility/Reliability.
    - 9. Provide a complete description of Seller’s technical support systems for the first 12 months after Commissioning, and for subsequent years.”

- C. SECTION 00452: Supporting Information and Evaluation Criteria
1. 00452, Page 2, Article 2 – EVALUATION CRITERIA, 2.01: Replace Items A, B, C, and D with the following:
    - “A. Evaluation of information identified in Article 1 – Supporting Information. Weighting Factor: 40%.
    - B. Bidder supplied provided NPV will be adjusted to include estimated construction cost for the proposed system arrangement. Weighting Factor: 25%.
    - C. Capital Cost. Weighting Factor: 20%.
    - D. Statement of Qualifications. Weighting Factor: 15%.”

3.2 DIVISION 11 - EQUIPMENT

- A. SECTION 11500: MBR System Equipment Package
1. 11500, Page 15, Part 2 – PRODUCTS, 2.1, A.: Replace “SUPPLIER” with “SELLER”.
- B. SECTION 11500: MBR System Equipment Package
1. 11500, Page 15, Part 2 – PRODUCTS, 2.1: Insert Item B following Item A.
    - “B. Acceptable MBR Equipment Sellers:
      1. Alfa Laval, Inc.
      2. Fibracast Ltd.
      3. GE Power and Water.
      4. Kubota Membrane USA Corporation.
      5. Ovivo USA, LLC.
      6. No Substitutions.”

**END OF ADDENDUM**

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**SECTION 00900  
ADDENDUM**

**Addendum No. 2**

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Date:	<u>December 15, 2016</u>
Issued To:	<u>Plan Holders</u>
From:	<u>FEI Engineers</u>
Project:	<u>Procurement of MBR System Equipment and Materials for the Wastewater Treatment Plant Expansion</u>

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This Addendum forms a part of the Contract for the project above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and attaching this Addendum acknowledgment page to his Bid.

---


The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

**BIDDER**

**OVIVO USA LLC**

Bidder's Name

By:

  
Signature

**JIM PORTEOUS**

Print Name

**12/16/2016**

Date

**VP & GM**

Title

## SECTION 1 GENERAL

### 1.1 DESCRIPTION

- A. This addendum consists of 6 pages.

## SECTION 2 PROJECT QUESTIONS

### 2.1 SELLER QUESTIONS

- A. In Section 11500, Part 1, 1.5. H – Is the redundancy specified as N+1 “MBR basin” or N+1 “Membrane unit”?
- Response:** This response modifies and supersedes the response to this question, provided previously in Addenda No. 1. Please refer to the requirements identified in Section 11500, Page 5, Part 1 – GENERAL, 1.5, H. and I., as modified in this Addenda No. 2 below.
- B. What is the average, max month and peak flow that the temporary treatment system is required to handle? Are the discharge limits a little relaxed than that for the permanent system? What would discharge limits be?
- Response:** As per Section 01270 Schedule of Values, Pages 3 - 4, 1.3, A and B, which reads “provide treatment at annual average daily flow of 0.05 MGD, maximum month daily flow of 0.10 MGD, peak period flow of 0.15 MGD...” The discharge limits that shall be met are identified in the modified Section 01270, Page 3 - 4, Part 1 – GENERAL, 1.3, A., 1., included in this Addendum No. 2 below.
- C. On the figure titled “Concept Layouts and Biowin Process Flow Diagram” provided in the bid package, note 15 states “The effluent limits shall be met with a 20% factor of safety if computer modeling such as Biowin is used”. Please clarify if this factor of safety must be applied to the effluent limits given in Section 11500 Part 1.5 (R) of the MBR Project Manual.
- Response:** For use in BioWin computer modeling, a 20% factor of safety shall be applied to the effluent limits in Section 11500, Page 8, Part - GENERAL, 1.5, R.
- D. The advertisement for bids states that bids received after December 21, 2016 will not be accepted. Section 00200 Article 14 part 14.02 of the MBR Project Manual states that hard copies must be post marked by this date and received up to 2 days later. Please confirm that an electronic copy of the documents submitted on December 21, 2016 along with hard copies postmarked on or before December 21, 2016 and received by the Village of Taos on or before December 23, 2016 will meet the requirements of the bid.
- Response:** An electronic copy of the documents submitted on or before December 21, 2016 along with hard copies postmarked on or before December 21, 2016 and received by the Village of Taos on or before December 23, 2016 will meet the requirements of the bid.



- E. In Section 00801 of the MBR Project Manual there is blank field marked, "EPA Project Control Number" on the top right of EPA Form 5700-49. Please provide the EPA Project Control Number if one is required for this form.
1. **Response:** An EPA Project Control Number is not required.
- F. Please confirm if the requirements from the following sections of the MBR Project Manual apply to the SELLER or to the CONTRACTOR:
- a. "Product Delivery, Storage, and Handling" requirements contained in Section 01600 Part 1.6, and
  - b. "Installation of Products" requirements in Section 01600 Part 3.1
1. **Response:** The referenced requirements apply to the CONTRACTOR.
- G. Section 11500 Part 1.7 (B) of the MBR System Manual requires that operation and maintenance manuals be provided by the SELLER three months prior to shipment of all major equipment components. Complete and accurate product information is typically not available from individual equipment manufacturers until the time of shipment. Please clarify if Owner is amenable to modifying this section of the MBR Project Manual.
1. **Response:** Yes, the Owner and the Engineer are amenable to modifying this requirement for certain equipment, as required.
- H. Section 00801 of the MBR Project Manual contains forms EPA Form 6100-2, EPA Form 6100-3, and EPA Form 6100-4 which reference the "prime contractor". Will the SELLER be considered the prime contractor for the purposes of completing these forms?
1. **Response:** The referenced EPA Forms apply to the SELLER.
- I. Please clarify the warranty requirements. Section 11500 Part 1.5 (S) includes provisions for a one-year non-pro-rated warranty on all MBR system components, and a 10-year pro-rated warranty on membrane performance. Section 11500 Part 3.5 (J) includes provisions for a two-year, non-pro-rated warranty on all MBR system components and a five-year, pro-rated warranty on membrane performance. Also, please clarify if the starting date for the "additional" warranty on membrane performance begins at the date of Substantial Completion or at the expiration of the non-prorated warranty.
1. **Response:** The requirements listed in Section 11500, Part 1 – GENERAL, Page 8, 1.5, S. will apply. Section 11500, Page 27, Part 3 – EXECUTION, 3.5, J. has been deleted in its entirety as indicated in this Addendum No. 2 below.
- J. Section 01270 Part 1.2 (B) 7 indicates the SELLER will perform installation of the aeration equipment and provide air piping including supports and valves. This is generally inconsistent with the scope of work outlined in Section 00200 Part 1.01 which indicates the CONTRACTOR will perform installation. Additionally, the location of the blowers in relation to the aeration equipment is not specified in the contract documents. Please clarify if the SELLER is responsible for installation of the aeration equipment and provide the quantity of air piping required beyond the extent of the aeration basin.

1. **Response:** Please refer to the revised Section 01270, Page 3, 1.2, B., 7, included in this Addendum No. 2 below.
- K. Please clarify if the project includes the supply of a fully connected redundant permeate pump as stipulated in Section 01270 Part 1.2 (B) 3, the provision of which is not included in Section 11500 Part 2.2 (B).
1. **Response:** A fully connected, redundant permeate pump is included in the Supplier's scope of supply.
- L. The base bid itemizes #3 SCADA system. Could you clarify the scope of this item? On page 3 of 4 of Section 01270, following description is provided-
- SCADA System:
- a. One PC-Based panel-mounted HMI Operator Interface station.
  - b. One PC-Based desk-top HMI SCADA computer.
  - c. Interface Software, as required for data logging, reporting and remote access.
1. **Response:** The SCADA System requirements listed in Section 01270, Part 1 – GENERAL, Page 3, 1.2, B. 13. has been deleted in its entirety and SECTION 00400, Page 3, ARTICLE 5 – Basis of Bid, 5.02, BASE BID MBR SYSTEM, Base Bid Items Subtotals, 3. SCADA System has been modified as indicated in this Addendum No. 2 below.

### SECTION 3 PROJECT MANUAL

#### 3.1 DIVISION 0

##### A. SECTION 00400: Bid Form

1. 00400, Page 3, ARTICLE 5 – Basis of Bid, 5.02, BASE BID MBR SYSTEM, Base Bid Items Subtotals, 3. SCADA System: Insert \$0.00 as SCADA System bid amount in the Bid Form.

##### B. SECTION 00452: Supporting Information

1. 00452 Page 1, Article 1, 1.01, A., 1., a: Append the existing text with the following sentence: "Seller shall also provide documentation to justify the benefits of a single recycle stream (as compared to use of IMLR) from a process, capital cost, and operation and maintenance costs perspective."

##### A. SECTION 00520: Agreement Between Buyer and Seller

1. 00520, Page 4, Article 7 – PAYMENT PROCEDURES, 7.02, 9: Replace "...percent (50%) upon final..." with "...percent (5%) upon final..."

### 3.2 DIVISION 1 – GENERAL REQUIREMENTS

#### A. SECTION 01270: Schedule of Values

1. 01270, Page 3, Part 1 – GENERAL, 1.2, B., 7: Replace paragraph in entirety with the following: “Aeration Basins Aeration Equipment: Aerators, aeration blowers, air piping within process basins including supports, and valves. A single fully connected redundant blower shall be provided for the Aeration Basins Aeration System. Include all ancillary equipment and controls.”
2. Section 01270, Page 3, Part 1 – GENERAL, 1.2, B., 12: Insert “local touchscreen display panel (HMI),” in the sentence immediately following the text “Including complete instrumentation and control system consisting of a PLC with distributed I/O,”.
3. Section 01270, Page 3, Part 1 – GENERAL, 1.2, B., 13: Delete this paragraph in entirety.
4. 01270, Page 4, Part 1 – GENERAL, 1.3, A., 1: Append the existing text with the following Table.

**Table 1. Temporary Treatment System Effluent Permit Limit Performance Requirements**

Parameter	Value lbs/Day	Value mg/L
BOD	23.8	30
TSS	23.8	30
Total Nitrogen (lowest load from existing permit)	13.65	8.2
Ammonia	5.34	3.2
Total Phosphorus (lowest load from existing permit)	0.8	0.5
pH, (Standard Units)	NA	6.6 - 8.8
Total Residual Chlorine (TRC)	NA	0.019

(1) Effluent concentrations are 30-Day average

### 3.3 DIVISION 11 - EQUIPMENT

#### A. SECTION 11500: MBR System Equipment Package

1. 11500, Page 5, Part 1 – GENERAL, 1.5, G: Replace “...period of 24 consecutive hours without...” with “...period of 15 consecutive days without...”.
2. 11500, Page 5, Part 1 – GENERAL, 1.5, H: Replace paragraph in entirety with the following: “Provided that the MBR system includes provisions for Hot Retrieval as defined by 11500, 1.5, I, the MBR system shall meet performance requirements for the Peak Period Flow (PPF) listed in the Design Influent Flow Conditions Table with one Membrane Cassette out of service (N+1) for 24 hours without any loss in treatment efficiency or damage to the system. If the MBR

system does not include provisions for Hot Retrieval as defined by 11500, 1.5, I., the MBR system shall meet performance requirements for the Peak Period Flow (PPF) listed in the Design Influent Flow Conditions Table with one Membrane Train out of service (N+1) for 24 hours without any loss in treatment efficiency or damage to the system”.

3. 11500, Page 5, Part 1 – GENERAL, 1.5, I: Replace “shall” with “may”, “unit” with “cassette”, and replace “basin” with “train” throughout paragraph.
4. 11500, Page 6, Part 1 – GENERAL, 1.5, L: Append the existing text with the following sentence: “Documentation shall be provided by modifying/adding to the Tables 1-5 required in SECTION 00452 to provide the equipment, power, and chemical cost information.
5. 11500, Page 6, Part 1 – GENERAL, 1.5, N., 4: Append the existing text with the following sentence: “Additionally, the design intent includes utilizing the existing 6mm manual bar screen and a new 3mm manual bar screen in the bypass channel and modifications to the first manhole upstream of the headworks to include a rock pit and/or a rail-mounted 25 mm bar screen.”
6. 11500, Page 7, Part 1 – GENERAL, 1.5, Q: For the ‘Parameter Total SRT’, replace “5” with “25” in the “Value” column.
7. 11500, Page 15, Part 2 – PRODUCTS, 2.1, A: Replace “Supplier” with “Seller”. Append the existing text with the following sentence: “All components, parts, and equipment included in Part 2 - PRODUCTS shall be supplied by Seller”.
8. 11500, Page 15, Part 2 – PRODUCTS, 2.2, B: Append the existing text with the following sentence: “A fully connected redundant pump shall be supplied.”
9. 11500, Page 22, Part 2 – PRODUCTS, 2.3, A, 2: Replace “ControlLogix” with “CompactLogix”.
10. 11500, Page 27, Part 3 – EXECUTION, 3.5, I, 2: Delete this paragraph in entirety.
11. 11500, Page 27, Part 3 – EXECUTION, 3.5, J: Delete this paragraph in entirety.

## **END OF ADDENDUM**

**VILLAGE OF TAOS SKI VALLEY  
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT  
MBR EQUIPMENT PROCUREMENT DOCUMENTS**

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00400	Bid Form for Procurement Contracts
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00415	XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
00416	XP-315 Davis Bacon Certification
00417	5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
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**DIVISION 2 NOT USED**

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**DIVISION 5 NOT USED**

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**DIVISION 7 NOT USED**

**DIVISION 8 NOT USED**

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**DIVISION 10 NOT USED**

### **DIVISION 11 – EQUIPMENT**

11500 Performance Specification: MBR System Equipment Package

**DIVISION 12 NOT USED**

**DIVISION 13 NOT USED**

**DIVISION 14 NOT USED**

**DIVISION 15 NOT USED**

**DIVISION 16 NOT USED**

### **REFERENCE DOCUMENTS:**

- MBR Procurement Project Schedule 11/29/16 (Gantt Chart)
- Wastewater Treatment Plant Improvements Project, 2005, TEC (Construction Drawings)

## **00111 – ADVERTISEMENT FOR BIDS**

VILLAGE OF TAOS SKI VALLEY

TAOS, NEW MEXICO

### **PERFORMANCE BASED PROCUREMENT OF MBR SYSTEM EQUIPMENT AND MATERIALS FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

Sealed Bids for the performance based Procurement of MBR System Equipment and Materials for the Wastewater Treatment Plant Expansion Project will be received by the Village of Taos Ski Valley, until 3pm local time on December 21, 2016. Bids received after this time will not be accepted.

All Bids that have been duly received will be opened publicly and read aloud. All interested parties are invited to attend. The Buyer reserves the right to reject any or all Bids and to waive irregularities or informalities in any bid and all Bidders shall agree that such rejection shall be without liability on the part of the Buyer for any damage or claim brought by any Bidder because of such rejection, nor shall the Bidders seek any recourse of any kind against the Buyer because of such rejections. No bid may be withdrawn within a period of 60 days. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

Bids will be received for a performance based Procurement Contract. Bids will be received on a lump sum basis with schedule of sections and additive alternates as indicated in the Bid Form. The Work is generally described as follows:

#### Description of Project:

The project consists of improvements to and expansion of the existing wastewater treatment facility. The project components will include the existing headworks, concrete equalization basin, WAS storage tanks, existing secondary treatment process building structure, process tankage and piping systems, disinfection system and outfall. Work will include existing building system improvements including excavation, backfill, compaction and concrete footers, slabs and tankage for the a portion of the MBR system, MCC room, control room and bathroom, including heating and lighting systems; headworks improvements including installation of a 2 mm mechanical fine screen, influent channel and flume modifications, the MBR system materials and equipment, process piping, valves and ancillary equipment; chemical feed and storage systems necessary for the process treatment; removal and replacement of the existing WAS storage tanks, connection to the outfall pipe and new outfall structure, site access road construction, site drainage and erosion control, and all associated materials, equipment and appurtenances required for a completely functioning system as identified in the performance based Procurement Contract Documents.

The Work covered by this performance based Procurement includes supply and shipment of the complete MBR System. The MBR system (along with ancillary processes, materials and components) will be off-loaded and installed by a Contractor under a separate Contract.

#### Work Covered by Contract Documents:

This Procurement is performance based. The Seller will be responsible for the fabrication, supply, shipment, off-loading recommendations and coordination, installing Contractor coordination and installation inspection, operator training, startup and performance testing of the complete MBR System including all MBR secondary treatment process materials and equipment provided to meet the performance based requirements. The Seller shall supply and deliver to the Village of Taos Ski Valley Wastewater Treatment Plant, 38 Ocean Boulevard, Village of Taos Ski Valley, New Mexico all equipment, appurtenances and associated materials required for a completely functioning system, as referenced in the Contract Documents.

Clean Water State Revolving Fund Requirements:

This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees are or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40CFR part 31 including the Davis Bacon Act requirements.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at [http://www.epa.gov/osbp/dbe\\_efforts.htm](http://www.epa.gov/osbp/dbe_efforts.htm). The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Seller: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid, 3) Submit with the bid proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid rejected.

Prospective Bidders may obtain the Bid Documents from the Issuing Office: FEI Engineers, Attn: Heather Harris, 1485 Florida Road #C206, Durango, CO 81301, (970) 247-0724. Hard copies may be obtained upon a refundable deposit of \$200 for one set of bidding documents consisting of one copy of the Project Manual. The shipping charge will depend on the method selected by the Bidder. Bidding documents in PDF format may be obtained at no expense via email request to [heather.harris@feiengineers.com](mailto:heather.harris@feiengineers.com); however, the Bidder is responsible for scalability of the drawings. A large part of the communication regarding this procurement will be conducted by email. All interested Bidders shall provide a valid email address to receive correspondence.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Seller nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office

Bids shall include Bid security in the form of a certified or bank cashier's check or a Bid Bond in the amount of 5% of total Bid price. The Bidder to whom a Contract is awarded will be required to furnish Performance, Payment and Warranty Bonds.

Buyer: Village of Taos Ski Valley

By: Mark Fratrack, Village Administrator

Date: 11/28/16



**SECTION 00200**  
**INSTRUCTION TO BIDDERS**

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## **ARTICLE 1 - DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - B. Seller: The successful bidder who shall furnish and deliver the equipment specified. The Seller will be selected by the Buyer.
  - C. Buyer: Village of Taos Ski Valley.
  - D. Owner: Village of Taos Ski Valley.
  - E. Engineer: FEI Engineers, Inc.
  - F. Contractor: Contractor will be selected by the Owner. The Contractor shall unpack, assemble, and install MBR equipment furnished by the Seller as shown on the Drawings and as specified in the Contract Documents. In addition, the Contractor shall furnish and install additional equipment items, interconnecting piping, valves, instruments, power and control wiring, and all other appurtenances not provided by the Seller that are required to provide a complete and operable MBR treatment system. The Contractor shall be responsible for all coordination of the Seller-furnished items and other project work.

## **ARTICLE 2 - BIDS RECEIVED**

- 2.01 Refer to advertisement to for information on receipt of Bids.

## **ARTICLE 3 - COPIES OF BIDDING DOCUMENTS**

- 3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

## **ARTICLE 4 - QUALIFICATIONS OF BIDDERS**

- 4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, Bidder shall submit with Bid Package written evidence, such as financial data and previous experience identified below.
- A. 00413 – List of Suppliers and Materials
  - B. 00451 - Statement of Bidder's Qualifications
- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## **ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION**

- 5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.
- 5.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
  - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
  - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
  - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;

- E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
  - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

## **ARTICLE 6 - PRE-BID CONFERENCE**

- 6.01 NOT USED.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing by emailing [heather.harris@feiengineers.com](mailto:heather.harris@feiengineers.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 7 days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

## **ARTICLE 8 - BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to the Buyer in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the

Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 - CONTRACT TIMES**

- 9.01 See applicable provisions in the Agreement.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods *or furnish Special Services within the Contract Times*, are set forth in the Agreement.

## **ARTICLE 11 - "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

## **ARTICLE 12 - PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The

corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

## **ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS**

### **13.01 Base Bid with Alternates**

- A. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to furnish the Goods and Special Services described in the Bidding Documents as the base, [to which work may be added] [from which work may be deleted] for sums stated in Alternate Bids. An "Alternate Bid" (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Goods and Special Services, as described in the Bidding Documents, is accepted.
- B. Bidder shall submit a Bid for the lump sum Base Bid, and include a separate Alternate Bid for each alternate described in the Bidding Documents as set forth in the Bid Form.
- C. For determination of the apparent low Bid, Bids will be compared on the basis of the aggregate amount of the Base Bid, plus (in the order of priority listed on the Bid Form) the additive Alternate Bids providing the most features of the Project within the funds determined by the Buyer to be available before Bids are opened. If the addition of another Alternate Bid in the listed order of priority would make the

aggregate amount exceed such available funds for all Bids, it will be skipped and the next subsequent Alternate Bid in a lower amount will be added if award thereon can be made within such funds.

- D. The listed order of priority for Alternates will be followed only for the determination of the apparent low Bid. After the determination of the apparent low Bid as stated, award in the best interest of the Project may be made to said Bidder on its Base Bid and any combination of its additive Alternate Bids for which Buyer determines funds will be available at the time of award, provided that the award on any such combination of Base Bid and additive Alternate Bids does not exceed the amount offered by any other Bidder for the same combination.
- E. The comparison of Bidders' data submitted with the Bid will include an evaluation of the information provided in Section 00452 Supporting Information and Evaluation Criteria. This contract will be awarded to the responsible Bidder whose bid is in the best interest of the project.

#### **ARTICLE 14 - SUBMITTAL OF BID**

14.01 An unbound copy of the Bid Form is to be completed and submitted with the Bid security. Also submit the following documents:

- A. Required Bid security in the form of Bid Bond or Cashier's Check.
- B. 00413 - List of Suppliers and Materials
- C. 00414 - XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
- D. 00415 - XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
- E. 00416 - XP-315 Davis Bacon Certification
- F. 00417 - 5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. 00418 - 6100-2 DBE Participation
- H. 00419 - 6100-3 DBE Performance
- I. 00420 - 6100-4 DBE Utilization
- J. 00421 - American Iron and Steel CWSRF 314
- K. 00422 - Statement of Intent to Pay Prevailing Wages



L. 00430 - Bid Bond (or Cashier's Check)

M. 00451 - Statement of Bidder's Qualifications

N. 00452 – Supporting Information and Evaluation Criteria

- 14.02 A Bid shall be submitted no later than the date and time prescribed in the advertisement and to the address indicated below; electronic copies shall be uploaded to the web-based location provided and hard copies shall be enclosed in a plainly marked envelope. Both copies will include the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. Three hard copy bids shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED", and shall be addressed to 7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525. The hard copy bids must be postmarked by the date and time prescribed and received no later than two days afterward. NOTE: Due to the remote location of the Village, Bidder's shall plan on a minimum two day delivery system.

#### **ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID**

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

#### **ARTICLE 16 - OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be non-responsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

## **ARTICLE 19 - CONTRACT SECURITY AND INSURANCE**

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

## **ARTICLE 20 - SIGNING OF AGREEMENT**

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

## **ARTICLE 21 - SALES AND USE TAXES**

- 21.01 NMGRT on materials and equipment to be incorporated in the work shall not be included in the Bid. NMGRT will be added to Seller's Application for Payment. The applicable tax rate is defined by the Village of Taos Ski Valley TIDD location code 20-430 and is a tax rate at 5.125%.

## **ARTICLE 22 - RETAINAGE**

- 22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## **ARTICLE 23 - CONTRACT TO BE ASSIGNED**

- 23.01 Bidder's attention is directed to the provisions of Paragraph 11.02 of the Agreement which provide for the assignment of the Contract to a construction contractor designated by the Buyer to construct the Village of Taos Ski Valley Wastewater Treatment Plant Improvements Project. Bidder should consider the application of the terms and conditions of the Contract Documents after assignment, and is advised of the duty to continue to perform the Contract after it has been assigned to the construction contractor. Timing of the assignment is set forth in the Agreement. Forms documenting the assignment of the Contract and for the agreement of the Seller's surety to such assignment are included as attachments to the Agreement.

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**SECTION 00201**  
**NEW MEXICO LABOR DECISION**

See the following pages for the New Mexico Labor Wage Decisions regarding the Public Works Prevailing Wage Rates.

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# TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.32	8.04
Carpenter/Lather	23.40	9.02
Cement Mason	17.11	6.32
Ironworker	26.50	14.32
Painter (Brush/Roller/Spray)	16.00	5.58
<b>Electricians (outside)</b>		
Groundman	21.28	10.53
Equipment Operator	30.54	12.94
Lineman/Wireman or Tech	35.94	14.34
Cable Splicer	39.52	15.28
Plumber/Pipefitter	28.30	4.07
<b>Laborers</b>		
Group I	12.20	5.30
Group II	12.50	5.30
Group III	12.90	5.30
<b>Operators</b>		
Group I	16.69	6.16
Group II	17.44	6.16
Group III	17.55	6.16
Group IV	17.63	6.16
Group V	17.75	6.16
Group VI	17.89	6.16
Group VII	18.27	6.16
Group VIII	18.50	6.16
Group IX	25.45	6.16
Group X	28.35	6.16
<b>Truck Drivers</b>		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).

**TYPE "B" - GENERAL BUILDING**

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	21.77	3.98	0.50
Bricklayer/Blocklayer/Stonemason	23.32	7.30	0.50
Carpenter/Lather	23.40	8.18	0.50
Cement Mason	19.61	9.57	0.50
<b>Electricians</b>			
<b>Outside Classifications</b>			
Groundman	21.28	10.32	0.50
Equipment Operator	30.54	12.64	0.50
Lineman/Tech	35.93	13.98	0.50
Cable Splicer	39.52	14.88	0.50
<b>Inside Classifications</b>			
Wireman/Technician	29.90	9.75	0.50
Cable Splicer	32.89	9.84	0.50
<b>Sound Classifications</b>			
Installer	23.39	8.31	0.50
Technician	28.95	7.52	0.50
Soundman	27.01	8.31	0.50
Elevator Constructor	38.37	28.08	0.50
Elevator Constructor Helper	26.86	28.08	0.50
Glazier	20.15	3.65	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	16.00	5.18	0.50
Paper Hanger	16.00	5.18	0.50
Drywall Finisher/Taper	23.40	8.18	0.50
Plasterer	21.39	7.66	0.50
Plumber/Pipefitter	31.14	11.55	0.50
Roofer	15.18	0.50	0.50
Sheetmetal Worker	28.28	15.37	0.50
Soft Floor Layer	23.40	8.18	0.50
Sprinkler Fitter	27.95	17.87	0.50
Tile Setter	14.80	1.20	0.50
Tile Setter Helper	13.00	1.02	0.50
<b>Laborers</b>			
Group I	15.68	5.40	0.50
Group II	16.33	5.40	0.50
Group III	17.30	5.40	0.50
Group IV	19.53	5.40	0.50
Group V	17.60	5.40	0.50
Group VI	17.75	5.40	0.50
<b>Operators</b>			
Group I	19.57	6.00	0.50
Group II	21.53	6.00	0.50
Group III	21.95	6.00	0.50
Group IV	22.35	6.00	0.50
Group V	22.52	6.00	0.50
Group VI	22.71	6.00	0.50
Group VII	22.82	6.00	0.50
Group VIII	25.56	6.00	0.50
<b>Truck Drivers</b>			
Group I	14.76	6.25	0.50
Group II	15.00	6.25	0.50
Group III	15.50	6.25	0.50
Group IV	15.51	6.25	0.50
Group V	15.60	6.25	0.50
Group VI	15.75	6.25	0.50
Group VII	15.90	6.25	0.50
Group VIII	16.11	6.25	0.50
Group IX	16.32	6.25	0.50

**NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).**

# TYPE "H" - HEAVY ENGINEERING

Effective January 1, 2016

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.26	11.11	0.50
Boilermaker	18.50	3.31	0.50
Bricklayer/Blocklayer/StoneMason	23.32	7.30	0.50
Carpenter/Lather	23.40	8.62	0.50
Millwright/Piledriver	31.00	14.56	0.50
Cement Mason	20.50	9.24	0.50
<b>Electricians</b>			
<b>Outside Classifications</b>			
Groundman	21.28	10.57	0.50
Equipment Operator	30.54	12.98	0.50
Lineman/Tech	35.93	14.23	0.50
Cable Splicer	39.52	15.13	0.50
<b>Inside Classifications</b>			
Wireman/Tech	29.70	9.94	0.50
Cable Splicer	32.67	10.03	0.50
Glazier	20.15	3.65	0.50
Ironworker	26.50	13.68	0.50
Painter (Brush/Roller/Spray)	21.17	6.53	0.50
Plumber/Pipefitter	31.14	11.55	0.50
Roofer	19.56	11.34	0.50
SheetmetalWorker	28.28	15.37	0.50
<b>Operators</b>			
Group I	17.67	5.83	0.50
Group II	18.76	5.83	0.50
Group III	19.41	5.83	0.50
Group IV	19.62	5.83	0.50
Group V	19.68	5.83	0.50
Group VI	19.82	5.83	0.50
Group VII	19.94	5.83	0.50
Group VIII	21.38	5.83	0.50
Group IX	26.45	5.83	0.50
Group X	29.35	5.83	0.50
<b>Laborers</b>			
Group I	18.00	5.05	0.50
Group II	19.18	5.05	0.50
Group III	19.53	5.05	0.50
Group IV	19.94	5.05	0.50
Group V	20.30	5.05	0.50
Group VI	19.03	5.05	0.50
Group VII	19.18	5.05	0.50
Group VIII	19.43	5.05	0.50
Group IX	19.63	5.05	0.50
Group X	20.30	5.05	0.50
<b>Truck Drivers</b>			
Group I	15.05	4.94	0.50
Group II	15.25	4.94	0.50
Group III	15.45	4.94	0.50
Group IV	15.65	4.94	0.50

NOTE: SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US).



**SECTION 00202**  
**DAVIS BACON GENERAL DECISION**

See the following pages for the Federal Labor Wage Decisions regarding the Davis Bacon Act.

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General Decision Number: NM160051 01/08/2016 NM51

Superseded General Decision Number: NM20150051

State: New Mexico

Construction Type: Highway

Counties: Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos and Union Counties in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUNM2011-005 08/26/2011

	Rates	Fringes
CARPENTER (Includes Form Work)		
Cibola, Ria Arriba.....	\$ 14.27	0.44
Guadalupe, Los Alamos,		
Colfax, Harding, Guay,		
Taos, Union.....	\$ 13.84	0.44
McKinley.....	\$ 13.51	0.44
Mora.....	\$ 14.44	0.44
San Miguel.....	\$ 13.93	0.44
CEMENT MASON/CONCRETE FINISHER		
Cibola.....	\$ 15.58	0.26
Colfax, Guadalupe,		
Harding, Los Alamos,		
McKinley, mora, Quay, Union.	\$ 15.07	0.26
Rio Arriba, San Miguel.....	\$ 15.58	1.54
Taos.....	\$ 14.98	0.26
ELECTRICIAN (Including		
Traffic Signal Installation).....	\$ 24.66	8.56

## HIGHWAY/PARKING LOT STRIPING:

Includes Highway Line/Parking

Lot Line Striping and Line

Striping Truck Driver

Cibola.....	\$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35

INSTALLER: (Guardrails,  
Handrails and Signs)

Cibola.....	\$ 12.35	0.35
Colfax.....	\$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37	0.35
Quay.....	\$ 12.00	0.35

IRONWORKER, REINFORCING/REBAR

Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03

IRONWORKER, STRUCTURAL.....\$ 21.77 6.03

LABORER

Asphalt Raker.....	\$ 14.39	0.35
Common or General		
Cibola.....	\$ 12.27	0.35
Colfax.....	\$ 9.60	0.35
Guadalupe, Los Alamos.....	\$ 11.83	0.35
Harding.....	\$ 11.57	0.35
McKinley.....	\$ 11.22	0.35
Mora.....	\$ 11.34	0.35
Quay.....	\$ 12.15	0.35
Rio Arriba.....	\$ 12.28	0.35
San Miguel.....	\$ 12.56	0.35
Taos.....	\$ 12.61	0.35
Union.....	\$ 10.89	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15	0.99
McKinley.....	\$ 11.66	0.35
Quay.....	\$ 12.21	0.26
Grade Checker.....	\$ 14.67	1.60
MasonTender-		
Brick/Cement/Concrete		
Cibola, Colfax,		

Guadalupe, Harding, Los		
Alamos, McKinley, Mora,		
Quay, San Miguel, Taos,		
Union.....	\$ 13.04	1.78
Rio Arriba.....	\$ 13.33	1.97
Pipelayer.....	\$ 16.99	0.35

PAINTER (Brush, Roller and  
Spray)

Cibola, Colfax, Guadalupe,		
Harding, Los Alamos,		
McKinley, Mora, Quay, Rio		
Arriba, San Miguel, Taos,		
Union.....	\$ 15.06	0.44
McKinley.....	\$ 14.15	0.44

POWER EQUIPMENT OPERATOR:

Asphalt/Concrete Paver,		
Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe		
Cibola, Colfax,		
Guadalupe, Los Alamos,		
Mora, Rio Arriba, San		
Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer		
Cibola, Colfax,		
Guadalupe, Harding, Los		
Alamos, McKinley, Mora,		
Rio Arriba, San Miguel,		
Taos, Union.....	\$ 14.97	0.26
Quay.....	\$ 14.89	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade		
Cibola, Colfax,		
Guadalupe, Harding, Los		
Alamos, McKinley, Mora,		
Rio Arriba, San Miguel,		
Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los		
Alamos, Rio Arriba, San		
Miguel, Taos, Union.....	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29	0.26
Piledriver		
Cibola, Colfax,		

Guadalupe, Harding, Los		
Alamos, Mora, Rio Arriba,		
San Miguel, Taos, Union....\$	15.87	0.26
McKinley.....\$	14.95	0.26
Quay.....\$	15.99	0.26
Roller (Asphalt and Dirt)		
Cibola, Colfax,		
Guadalupe, Harding, Los		
Alamos, McKinley, Mora,		
Rio Arriba, San Miguel,		
Taos, Union.....\$	14.39	0.98
McKinley.....\$	16.49	0.26
Quay.....\$	14.74	0.26
Rotomill.....\$	15.80	0.26
Scraper.....\$	15.91	0.26
Screed.....\$	15.96	0.26
Tractor.....\$	16.84	0.26
Trencher.....\$	16.26	0.26

## TRUCK DRIVER

Distributor.....\$	13.56	0.26
Dump Truck		
Cibola, Guadalupe,		
Harding, Los Alamos,		
Mora, Rio Arriba, Taos,		
Union.....\$	14.75	0.26
Colfax, San Miguel.....\$	13.24	0.26
McKinley.....\$	13.15	0.26
Quay.....\$	15.20	0.26
Flatbed Truck		
Cibola.....\$	12.71	0.26
Colfax, Guadalupe,		
Harding, Los Alamos,		
Mora, Taos, Union.....\$	13.27	0.26
McKinley.....\$	13.55	0.26
Quay, San Miguel.....\$	13.30	0.26
Rio Arriba.....\$	12.95	0.26
Pickup and Pilot Car.....\$	12.74	0.26
Semi-Trailer Truck.....\$	16.58	0.26
Tractor Haul Truck.....\$	14.00	
Water Truck.....\$	13.13	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
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=====

END OF GENERAL DECISION

☐



General Decision Number: NM160038 11/04/2016 NM38

Superseded General Decision Number: NM20150038

State: New Mexico

Construction Type: Building

Counties: Cibola, Guadalupe, Harding, Mora, Quay and Taos  
Counties in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016
2	07/08/2016
3	07/22/2016
4	10/07/2016
5	11/04/2016

CARP1245-003 06/01/2014

Quay

	Rates	Fringes
Carpenter		
Drywall Hanging Only.....	\$ 23.40	8.42

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CARP1319-006 06/01/2014

Cibola

	Rates	Fringes
CARPENTER		
Drywall Hanging Only.....	\$ 23.40	8.42

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CARP1353-008 06/01/2014

Guadalupe, Harding, Mora, and Taos

	Rates	Fringes
CARPENTER		
Drywall Hanging Only.....	\$ 23.40	8.42
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* ELEC0611-019 07/01/2016		

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 29.50	10.44

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

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ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

-----  
ENGI0953-008 06/01/2016

	Rates	Fringes
Power Equipment Operator		
(2) Roller(Dirt and Grade		
Compaction).....	\$ 21.97	6.10
(4) Bobcat/Skid Loader.....	\$ 22.81	6.10
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IRON0495-010 06/01/2016

	Rates	Fringes
IRONWORKER, STRUCTURAL AND		
ORNAMENTAL.....	\$ 26.50	14.04
-----		

LABO0016-005 06/01/2009

	Rates	Fringes
Laborer, Mason Tender Brick		
(3).....	\$ 17.06	4.86
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PAIN0823-007 04/01/2014

	Rates	Fringes
PAINTER: Brush and Roller,		
Excludes Drywall		
Finishing/Taping.....	\$ 14.00	5.03

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 PLUM0412-007 04/01/2016

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 31.76	12.68
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 31.76	12.68

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SHEE0049-012 04/01/2015

	Rates	Fringes
Sheet Metal Worker (HVAC Duct and System Installation Only)....	\$ 30.17	15.86

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SUNM2010-019 11/09/2010

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 12.00	0.00
BOILERMAKER.....	\$ 21.77	3.98
BRICKLAYER.....	\$ 20.80	5.10
CARPENTER (Batt Insulation Only).....	\$ 26.07	5.96
CARPENTER (Form Work Only).....	\$ 18.80	5.61
CARPENTER, Excludes Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, and Form Work.....	\$ 19.27	4.29
CEMENT MASON/CONCRETE FINISHER...	\$ 16.27	3.94
DRYWALL FINISHER/TAPER.....	\$ 18.34	4.38
FLOOR LAYER: Carpet.....	\$ 18.05	4.49
GLAZIER.....	\$ 20.15	3.63
IRONWORKER, REINFORCING.....	\$ 19.75	8.71
LABORER: Asphalt Raker.....	\$ 10.25	0.00
LABORER: Common or General.....	\$ 12.99	3.56
LABORER: Landscape & Irrigation.....	\$ 12.42	1.47
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.51	0.85
LABORER: Pipelayer.....	\$ 13.78	2.20

OPERATOR: Backhoe.....	\$ 18.79	3.47
OPERATOR: Crane.....	\$ 24.38	4.60
OPERATOR: Forklift.....	\$ 20.86	4.60
OPERATOR: Grader/Blade.....	\$ 20.33	4.94
OPERATOR: Loader (Front End)....	\$ 19.76	4.84
PAINTER: Spray (Excludes Drywall Finishing/Taping).....	\$ 15.47	2.09
PLASTERER.....	\$ 17.65	5.29
ROOFER.....	\$ 18.84	0.00
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 22.01	9.65
SPRINKLER FITTER (Fire Sprinklers).....	\$ 20.00	4.16
TILE FINISHER.....	\$ 14.02	0.00
TILE SETTER.....	\$ 14.30	1.02
TRUCK DRIVER: Dump Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 15.91	3.13
TRUCK DRIVER: Water Truck.....	\$ 15.16	4.69

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WELDERS - Receive rate prescribed for craft performing  
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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
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---

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=====

END OF GENERAL DECISION

General Decision Number: NM160009 11/04/2016 NM9

Superseded General Decision Number: NM20150009

State: New Mexico

Construction Type: Heavy

County: Taos County in New Mexico.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	07/22/2016
2	11/04/2016

\* ELEC0611-010 07/01/2016

	Rates	Fringes
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IRON0495-003 06/01/2016

Rates	Fringes
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## IRONWORKER

Structural and Reinforcing..\$ 26.50	14.04
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SUNM2009-003 09/14/2010

	Rates	Fringes
CARPENTER.....	\$ 22.26	6.20
LABORER: Common or General.....	\$ 13.26	0.35
LABORER: Flagger.....	\$ 10.90	0.00
OPERATOR: Backhoe.....	\$ 17.00	0.00
OPERATOR: Grader/Blade.....	\$ 18.79	2.35
OPERATOR: Loader (Front End)....	\$ 17.43	0.26
OPERATOR: Scraper.....	\$ 14.03	0.00
PLUMBER.....	\$ 26.27	7.69
TRUCK DRIVER: Dump Truck.....	\$ 11.90	0.00
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END OF GENERAL DECISION

**SECTION 00203**  
**POSTER: EMPLOYEE RIGHTS UNDER THE DAVIS BACON ACT**

# **EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT**

## **FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS**

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Village of Taos Ski Valley  
7 Firehouse Road, P.O. Box 100  
Taos Ski Valley, NM 87525

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 (Revised April 2009)

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**SECTION 00400  
BID FORM**

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ARTICLE 5 – BASIS OF BID .....	3
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## ARTICLE 1 – BID RECEIPT

1.01 This Bid is submitted to:

Village of Taos Ski Valley  
7 Firehouse Road  
P.O. Box 100  
Taos Ski Valley, NM 87525

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services 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 ACKNOWLEDGMENTS

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 Buyer.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
<u>          #1          </u>	<u>December 8, 2016</u>
<u>          #2          </u>	<u>December 15, 2016</u>
<u>                          </u>	<u>                          </u>
<u>                          </u>	<u>                          </u>

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder’s judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATIONS**

##### **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 Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer 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 Buyer, 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.



## ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will furnish documents necessary to evaluate Bidder's ability to achieve Performance requirements identified in the Procurement Documents with the Bid.
- 5.02 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

**BASE BID MBR SYSTEM** **\$ 1,102,647**

**Base Bid Items Subtotals:**

- |   |            |
|---|------------|
| 1. MBR Membrane Trains                    | \$ 705,206 |
| 2. MBR Biologic Process Equipment Systems | \$ 343,685 |
| 3. SCADA System                           | \$ 0       |

NMGRT @ 5.125% **\$ 53,756**

**TOTAL BASE BID MBR SYSTEM** **\$ 1,102,647**

**ADDITIVE ALTERNATES:**

- |  |                         |
|--|-------------------------|
| 1. Temporary Treatment MBR, Delivery & Start-up<br>(Includes shipping both ways)                   | \$ 37,250               |
| 2. Temporary Treatment MBR, Monthly Rental   | \$ 20,000/month         |
| 3. Shelf Spare MBR Cassette (5,167 sqft)   | \$ 19,584               |
| 4. High Efficiency Aeration Tank Diffuser System   | \$ Included in base bid |
| 5. Value Added Option(s) <b>Deduct to go with NEMA12 enclosure for PLC panel instead of NEMA4X</b> | \$ -\$10,000            |

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond or Cashier's Check.
- B. 00413 - List of Suppliers and Materials
- C. 00414 - XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
- D. 00415 - XP-215 MBW / WBE / SBRA Utilization Form along with proof of solicitation
- E. 00416 - XP-315 Davis Bacon Certification
- F. 00417 - 5700-49 Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. 00418 - 6100-2 DBE Participation
- H. 00419 - 6100-3 DBE Performance
- I. 00420 - 6100-4 DBE Utilization
- J. 00421 - American Iron and Steel CWSRF 314
- K. 00422 - Statement of Intent to Pay Prevailing Wages
- L. 00430 - Bid Bond
- M. 00451 - Statement of Bidder's Qualifications
- N. 00452 – Supporting Documentation and Evaluation Criteria

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

9.01 Bidder is:

☐ INDIVIDUAL

Name of Owner: N/A

Signature: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

☐ PARTNERSHIP

Partnership Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Signature of general partner - attach evidence of authority to sign)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SEAL

☒ CORPORATION

Corporation Name: OVIVO USA LLC

State of Organization: DELAWARE

Type of Organization: WATER WASTE WATER SYSTEM SUPPLIER

*(General Business, Professional, Service, etc.)*

Address: 4246 RIVERBOAT ROAD, SUITE 300

SALT LAKE CITY, UT 84123

Phone: 512-834-6000

Email: JIM.PORTEOUS@OVIVOWATER.COM

Signature: \_\_\_\_\_

*(Signature - attach evidence of authority to sign)*

Name: JIM PORTEOUS

Title: VP & GM



Attest Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

☐ LIMITED LIABILITY COMPANY

LLC Name: **N/A** \_\_\_\_\_

State of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Signature of general partner - attach evidence of authority to sign)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization: **N/A** \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Signature - attach evidence of authority to sign)*

SEAL

Joint Venturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Signature - attach evidence of authority to sign)*

SEAL

Joint Venturer Name: **N/A** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

*(Signature - attach evidence of authority to sign)*

SEAL

\*\* Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above

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**SECTION 00413**  
**LIST OF SUPPLIERS AND MATERIALS**

**A. SUPPLIER LIST**

**DO NOT** list suppliers or professional services under this item (such as surveyors)  
**INCLUDE** individual subcontractor dollar amount for project

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.  
**Wage Decision. # SJ-15-0610 H**

**Seller:**

Company Name: **Hyperion International Technologies, LLC**  
Address: **2305 Donley Dr, Suite 116** City: **Austin** State: **TX** Zip: **78758**  
E-Mail Address: **s.johnson@hyperionintl.com** License No.:  
Phone No.: **512.450.0552** Fax No.: Sub **X** 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)  
Work to be performed: **Controls startup** Start Date: **TBD** Amount (\$):

Company Name: **Aerzen USA Corporation**  
Address: **108 Independence Way** City: **Coatesville,** State: **PA** Zip: **19320**  
E-Mail Address: **kgrant@aerzenusa.com** License No.:  
Phone No.: **717-768-0604** Fax No.: Sub **X** 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)  
Work to be performed: **Blower startup** Start Date: **TBD** Amount (\$):

Company Name:  
Address: City: State: Zip:  
E-Mail Address: License No.:  
Phone No.: Fax No.: Sub 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)  
Work to be performed: Start Date: Amount (\$):

Company Name:  
Address: City: State: Zip:  
E-Mail Address: License No.:  
Phone No.: Fax No.: Sub 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)  
Work to be performed: Start Date: Amount (\$):

Company Name:  
Address: City: State: Zip:  
E-Mail Address: License No.:  
Phone No.: Fax No.: Sub 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)  
Work to be performed: Start Date: Amount (\$):

Company Name:  
Address: City: State: Zip:  
E-Mail Address: License No.:  
Phone No.: Fax No.: Sub 2<sup>nd</sup> TIER 3<sup>rd</sup> TIER  
(To Whom) (To Whom)

## **B. MATERIAL SUPPLIERS & PROFESSIONAL SERVICES LIST**

A separate sealed envelope titled “List of Subcontractors & Material Suppliers”, may be submitted in lieu of filling out this form. The following Subcontractors will be employed to perform the designated categories of work under this Contract.

[illegible]

USE ADDITIONAL SHEETS IF NECESSARY



**SELLER**

**Ovivo USA LLC**

Seller's Name

By:

Signature

Date:

**12/19/2016**

Print Name:

**JIM PORTEOUS**

Title:

**VP & GM**

Address:

**2404 Rutland Dr**

**Austin, TX 78758**

Phone:

**512.834.6000**

Email:

**Jim.Porteous@ovivowater.com**

SEAL



\*Place title of subcontractor specialty

\*\*Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.

A = Less than \$2,000

B = Equal to or greater than \$2,000 but less than \$10,000

C = Equal to or greater than \$10,000 but less than \$100,000

D = Equal to or greater than \$100,000

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**SECTION 00414**  
**EPA XP-211 BIDDER'S CERTIFICATION**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-211. Bidder must also include with the form proof of solicitation (i.e. newspaper advertisement, letters of solicitation, etc.)

**ATTACHED**

XP-211

**BIDDER'S CERTIFICATION\***

**In Compliance with Equal Employment Opportunity and Nonsegregated Facilities**

Project Name **Village of Taos Ski Valley** Project Number \_\_\_\_\_

Contract For \_\_\_\_\_

The following certifications must be completed by the bidder for each contract.

**A. EQUAL EMPLOYMENT OPPORTUNITY:**

- (X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- (X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- (X) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- (X) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

**B. NONSEGREGATED FACILITIES**


- (X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

**I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.**

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative

Date 12/12/16



**JIM PORTEOUS, VP & GM. OVIVO USA LLC. 2404 RUTLAND DRIVE, AUSTIN TX 78726**

Name & Address of Bidder

## **SECTION 00415**

### **EPA XP-215 MBW/WBE/SBRA UTILIZATION INFORMATION SHEET WITH GOOD FAITH EFFORTS TO HIRE MBE/WBE/SBRA DOCUMENTATION**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-215.

**ATTACHED**

This page intentionally blank.

## MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

**NOTE:** The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %  
 WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %  
 SBRA: Construction \_\_\_\_\_, Equipment \_\_\_\_\_, Supplies \_\_\_\_\_, Services \_\_\_\_\_

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes \_\_\_ No ✓

If yes, when did you update your MBE/WBE/SBRA solicitation lists? \_\_\_\_\_

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes \_\_\_ No ✓

If yes, name the publications: \_\_\_\_\_

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes ✓ No \_\_\_
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes \_\_\_ No ✓
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes \_\_\_ No ✓

If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ✓ No \_\_\_
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes \_\_\_ No ✓

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes ✓ No \_\_\_

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes \_\_\_ No \_\_\_

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date and Place of Conference: \_\_\_\_\_

10. Total dollar amount of the contract:

**\$ To Be Determined**

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	<u>0</u> %	Equipment	<u>0</u> %	Supplies	<u>0</u> %	Services	<u>0</u> %
	(\$ )		(\$ )		(\$ )		(\$ )	
WBE:	Construction	<u>0</u> %	Equipment	<u>0</u> %	Supplies	<u>0</u> %	Services	<u>0</u> %
	(\$ )		(\$ )		(\$ )		(\$ )	
SBRA:	Construction	<u>0</u> %	Equipment	<u>0</u> %	Supplies	<u>0</u> %	Services	<u>0</u> %
	(\$ )		(\$ )		(\$ )		(\$ )	



12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

**MBE Subcontractor:**

Address: *N/A*

Phone:

Contact Person:

Type of Work:

Amount: \$

**WBE Subcontractor:**

Address: *N/A*

Phone:

Contact Person:

Type of Work:

Amount: \$

**SBRA Subcontractor:**

Address: *N/A*

Phone:

Contact Person:

Type of Work:

Amount: \$

**MBE Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**WBE Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**SBRA Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**MBE Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**WBE Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**SBRA Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

**MBE Subcontractor:**

Address:

Phone:

Contact Person:

**WBE Subcontractor:**

Address:

Phone:

Contact Person:

**SBRA Subcontractor:**

Address:

Phone:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

**MBE Subcontractor:**

**WBE Subcontractor:**

**SBRA Subcontractor:**

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

**I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.**

**JIM PORTEOUS. VP & GM**

Typed Name & Title of Authorized Representative



**12/19/2016**

Signature of Bidder's Authorized Representative

Date

**SECTION 00416**  
**EPA XP-315 DAVIS BACON CERTIFICATION**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of XP-315.

**SEE ATTACHED**

**Davis-Bacon Act Certification**

The Contractor acknowledges to and for the benefit of the Owner Village of Taos Ski Valley ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

 12/18/16

(Contractor Signature & Date)

\_\_\_\_\_  
(Owner Signature & Date)

**SECTION 00417**  
**5700-49 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**  
**RESPONSIBILITY MATTERS**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 05700-49.

**SEE ATTACHED**

\_\_\_\_\_  
EPA Project Control Number  
\_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had 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;
- (c) 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 enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

***Jim Porteous, V.P. General Manager North America Municipal***

\_\_\_\_\_  
Typed Name & Title of Authorized Representative



\_\_\_\_\_  
Signature of Bidder's Authorized Representative

12/18/16  
\_\_\_\_\_  
Date

☐ I am unable to certify to the above statements. My explanation is attached.

**SECTION 00418**  
**6100-2 DBE SUBCONTRACTOR PARTICIPATION FORM**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-2.

See Attached

This page intentionally blank.



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

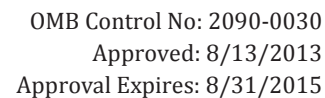
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <span style="color: purple;">N/A</span>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**SECTION 00419**  
**6100-3 DBE SUBCONTRACTOR PERFORMANCE FORM**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-3.

[See Attached](#)

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## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name <span style="color: purple; font-weight: bold;">None</span>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT      ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES    ___ NO    ___ Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**SECTION 00420**  
**6100-4 DBE SUBCONTRACTOR UTILIZATION FORM**

Refer to SECTION 00801 US EPA Region 6 / NMED CPB Supplemental Conditions for Federally Assisted Storm Water and/or Wastewater Infrastructure under the CWSRF Revised October 2014 for a copy of 6100-4.

[See Attached](#)

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## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <span style="color: purple; font-weight: bold;">None</span>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**SECTION 00421**  
**AMERICAN IRON AND STEEL CWSRF 314**

Funds made available from a State water pollution control revolving fund program also known as the Clean Water State Revolving Loan Fund (CWSRF) may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.

**1.1 DEFINITION OF IRON AND STEEL PRODUCTS**

- A. In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
1. The Borrower shall comply with all applicable provisions of Section 608 of the Federal Water Pollution Control Act (FWPCA) also known as the Clean Water Act (CWA) and related State Revolving Fund (SRF) Policy Guidelines found at [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm), which includes the requirement that all of the iron and steel products used in the Project are to be produced in the United States unless:
    - a. the Borrower has requested and obtained a waiver from EPA pertaining to the Project; or
    - b. NMED has otherwise advised the Borrower in writing that the AIS Requirement is not applicable to the Project.
  2. The Borrower shall comply with all AIS record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or NMED such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that:
    - a. each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities; and
    - b. failure to comply with the Clean Water Act and this Agreement may be a default hereunder and/or result in other remedial actions.

**1.2 EFFECTIVE DATE**

- A. This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014. The effective date for the newly codified provision is the date of enactment of the WRRDA, or June 10, 2014.

**AIS CWSRF 314 - AMERICAN IRON AND STEEL CERTIFICATION**  
**ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of Taos Ski Valley ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

**JIM PORTEOUS, VP&GM**

\_\_\_\_\_  
Typed Name & Title of Contractor's Authorized Representative



\_\_\_\_\_  
Signature of Contractor's Authorized Representative

12/18/16  
\_\_\_\_\_  
Date



**SECTION 00422**

**STATEMENT OF INTENT TO PAY PREVAILING WAGES**

*TO BE COMPLETED BEFORE CONSTRUCTION STARTS - ALL FIELDS ARE REQUIRED.  
FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAYS OF AWARD*

<b>General Seller Information</b>		
Company Name: <b>Ovivo USA LLC</b>		
Address: <b>2404 Rutland Dr</b>		
City : <b>Austin</b>	State: <b>TX</b>	Zip: <b>78785</b>
Phone: <b>512.834.6000</b>	Fax:	Email:
Estimated Start Date:		<b>State Wage Decision Number:</b>
Project Title: <b>Taos Ski Valley</b>		Project Physical Address:
<b>Total Contract Amount: To Be Determined</b>		Estimated Completion Date: <b>To Be Determined</b>
Print Name: <b>Jim Porteous</b>		General Seller Signature:
<b>Subcontractor Information</b>		
Company Name: <b>Hyperion International Technologies</b>		
Address: <b>2305 Donley Dr, Suite 116</b>		
City : <b>Austin</b>	State: <b>TX</b>	Zip: <b>78758</b>
Phone: <b>512.450.0552</b>	Fax:	Email:
<b>Sub Contract Amount: To Be Determined</b>		Start date on this project: <b>To Be Determined</b>
Print Name: <b>Al Ouchie</b>		Subcontractor Signature:
<b>2<sup>nd</sup>, 3<sup>rd</sup>, etc. Tier SubContractor Information</b>		
Company Name: <b>N/A</b>		
Address:		
City :	State:	Zip:
Phone:	Fax:	Email:
Print Name:		Tier Signature:

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that Sellers who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).



Seller's Signature

12/18/16  
Date

## **INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES**

### **SELLER**

1. Enter Seller information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter Seller's contract amount.
7. All Statements must be sent to the Contracting Agency.

### **SUBCONTRACTOR**

1. Enter Seller information, but Seller signature is not needed.
2. Enter subcontractor information as indicated and provide signature.
3. Enter subcontractor contract amount.

NOTE: A separate signed form is needed for each subcontractor.

### **2ND TIER SUBCONTRACTOR**

1. Enter Seller information, but Seller signature is not needed.
2. Enter subcontractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier subcontractors contract amount.

### **3RD TIER AND HIGHER SUBCONTRACTOR**

1. Attach a copy of this completed form & list the 3rd tier subcontractor information under the 2nd tier

**SECTION 00430  
BID BOND**

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

**BIDDER** *(name and address):*

Ovivo USA, LLC

4246 Riverboat Road, Ste. 300, Salt Lake City, UT 84123

**SURETY** *(name and address of principal place of business):*

Liberty Mutual Insurance Company

715 Berkeley Street, Boston, MA 02116 (617) 357-9500

**BUYER** *(name and address):*

Village of Taos Ski Valley

7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

**BID**

Bid Due Date:

December 21, 2016

Description *(Name and location):*

MBR Equipment Procurement, Village of Taos Ski Valley, Wastewater Treatment Plant Improvements

**BOND**

Bond Number:

N/A

Date:

December 21, 2016

Penal Sum:

*(Words)*

Five Percent of Amount Bid

*(Figures)*

\$ 5% of Amount Bid

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

Ovivo USA, LLC

**BIDDER**

By:

Robert R. Almer

Signature

Robert R. Almer

Print Name

VP + Finance Director 12/12/16

Title

Date

Attest:

Bucke Price

Signature

Bucke Price

Print Name

Credit Manager 12/12/16

Title

Date

(Seal)



Liberty Mutual Insurance Company

**SURETY**

By:

Rebecca S. Leal

Signature (attach power of attorney)

Rebecca S. Leal

Print Name

Attorney-in-Fact

December 21, 2016

Title

Date

Attest:

Larissa Smith

Signature (attach power of attorney)

Larissa Smith

Print Name

Witness

December 21, 2016

Title

Date

(Seal)

Notes: (1) Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Buyer upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Buyer's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Buyer accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Buyer, or
  - 3.3 Buyer fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Buyer, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Buyer and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7495802

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braile; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of September, 2016.



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 21 day of 2016, 20.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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**SECTION 00451**  
**QUALIFICATIONS STATEMENT**

*THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS*

**1. SUBMITTED BY:**

Official Name of Firm: OVIVO USA LLC

Address: 4246 RIVERBOAT ROAD, SUITE #))

SALT LAKE CITY, UT 84123

**2. SUBMITTED TO:**

Village of Taos Ski Valley

**3. SUBMITTED FOR:**

Buyer: Village of Taos Ski Valley

Project Name: Procurement of MBR Equipment for the WWTP  
Improvements Project

Type of Work: DESIGN AND SUPPLY OF MEMBRANE BIOREACTOR SYSTEM

**4. BIDDER'S CONTACT INFORMATION:**

Contact Person: ASHWINI KHARE

Title: REGIONAL MANAGER

Phone: 512 834 6036

Email: ASHWINI.KHARE@OVIVOWATER.COM

**5. AFFILIATED COMPANIES:**

Name: <http://www.ovivowater.com/our-brands/>

Address: \_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

☒ CORPORATION

State of Organization: DELAWARE

Date of Organization: 09/18/2003

Executive Officers:

*President:* MARC BARBEAU

*Vice President(s):* JIM PORTEOUS

CHARLES TAILLON

*Treasurer:* PIERRE-MARC SARRAZIN

*Secretary:* GWEN KLEES

☐ LIMITED LIABILITY COMPANY

State of Organization: N/A

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization: N/A

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Joint Venture Managing Partner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Joint Venture Managing Partner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## 7. LICENSING:

Jurisdiction: STATE OF NEW MEXICO

Type of License: ISSUED BY THE OFFICER OF PUBLIC REGULATION COMMISSIONS

License Number: 3388683

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**8. CERTIFICATIONS:**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other: \_\_\_\_\_

**9. BONDING INFORMATION:**

Bonding Company: **LIBERTY MUTUAL INSURANCE COMPANY**

Address: **715 BERKELEY STREET, BOSTON, MA 02116**

Bonding Agent: **BFL CANADA      Contact: Gilles Gervais**

Address: **2001 McGill College, bureau 2200**

**Montreal, QC H3A 1G1**

Phone: **514-843-3632**

Aggregate Bonding Capacity: **\$100M**

Available Bonding Capacity as of submittal date: **\$60M**

**10. FINANCIAL INFORMATION:**

Financial Institution: **COMERICA BANK**

Address: **500 WOODWARD AVENUE**

**DETROIT, MI 48226**

Account Manager: **JAMES LENTNER**

Phone: **770-485-8854**

**\*\* INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS  
ATTACHED AFTER THE BID FORMS**



## 11. RELATED EXPERIENCE:

- A. Current Experience: List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately)
- B. Previous Experience: List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately)
- C. Has firm listed in Section 1 ever failed to complete a contract awarded to it?
- ☐ YES ☒ NO If YES, attach as an Attachment details including Project Owner's contact information.
- D. Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?
- ☐ YES ☒ NO If YES, attach as an Attachment details including Project Owner's contact information.
- E. Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?
- ☒ YES ☐ NO If YES, attach as an Attachment details including Project Owner's contact information. **SEE BELOW**

## 12. REFERENCES:

- A. Provide minimum of 3 references. All references shall be for similar United States projects, both in size and complexity. List name, address and telephone number for each reference, provide the cost for the material and equipment supplied, total construction cost, basis of design, process narrative, years in operation, MLSS concentration, operating temperatures, effluent quality achieved and desired, and other information pertinent to the Bidder evaluation process.

**1. Company- Continental Casualty Co. as subrogee of the Commonwealth of Massachusetts, Div. of Capital Asset Management (Norfolk project)**

**Relating to damages to MBR and screens installed in 2010 only with no injury or damages to other property**

**2. Company-East Rio Hondo Water Supply Corporation**

**Plaintiff sued Ovivo, the consulting engineer, the installer and Ovivo's sale representative over the alleged failure of certain equipment (filters and clarifiers) supplied by Ovivo to be fit for the plaintiff's intended purpose. Ovivo's position is that the equipment was built to Client's specifications.**

**3. Company-Paul Walters**

**Injury relating to exposure to hydrogen sulfide gas; alleged wrongful configuration of Ovivo Microblox™ MBR at Jackson Hole Airport.**

**Please note that Ovivo successfully executes 100+ projects each year**

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**BIDDER**

**OVIVO USA LLC**

Firm Name

By:

Signature

**ASHWINI KHARE**

**12/19/2016**

Print Name

Date

**REGIONAL MANAGER**

Title

Attest:

Signature

**JIM PORTEOUS**

**12/19/2016**

Print Name

Date

**VP & GM**

Title

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience). **ATTACHED**
2. Schedule B (Previous Experience). **ATTACHED**
3. List of References. **SEE SECTION 6 OF THE PROPOSAL**
4. Audited balance sheet for each of the last 3 years for firm named in Section 1. **ATTACHED**
5. Evidence of authority for individuals listed to bind organization to an agreement. **ATTACHED**
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.  
<http://www.ovivowater.com/corporate-governance/>
7. Additional items as pertinent. **N/A**

**SCHEDULE A**  
**CURRENT EXPERIENCE<sup>1</sup>**

PROJECT NAME	OWNER'S CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE	TYPE OF WORK	STATUS	COST OF WORK	PERCENT COMPLETE
<b>Canton, OH</b>	Name: Tracy Mills, Superintendent Address: 3530 Central Ave SE Canton, OH 44707 Telephone: 310.489.3080	Name: Graig Juday Company: CT Consultants 440.530.2255 Telephone:	August 2013	MBR System Supply, Design Services and Technical Support	Construction Performance Testing	\$28,795,000	50%
<b>Santa Ana Pueblo, NM</b>	Name: Kevin Montoya Utility Director Address: 1518 Cheena Rd Bernalillo, NM Telephone: 505.206.6435	Name: John Wyle Company: MWH 214.663.6436 Telephone:	December 2015	MBR System Supply, Design Services and Technical Support	Pre-startup	\$1,572,900	70%
<b>Liberty Hill, TX</b>	Name: Wayne Bonnet Director, Public Works Address: 1633 US 183 Liberty Hill, TX 78642 Telephone: 512.745.7060	Name: Aaron Laughlin, P.E. Company: Steger Bizzell 512.930.9412 Telephone:	March 2015	MBR System Supply, Design Services and Technical Support	Under Construction	\$1,542,036	50%
<b>Clairton, PA</b>	Name: Brian Secrest Address: 1 North State St Clairton PA 15025 Telephone: 412.233.3246	Name: Joe Gianvito, P.E. Company: KLH Engineers 412.494.0510 ext 120 Telephone:	June 2016	MBR System Supply, Design Services and Technical Support	Final Design	\$7,353,503	5%
<b>Palm Coast, FL</b>	Name: Danny Ashburn Utility Director Address: 2 Utility Drive Palm Coast, FL 32137 Telephone: 386.986.2370	Name: Lucida XU Company: CPH, Inc. 407.322.6841 Telephone:	June 2016	MBR System Supply, Design Services and Technical Support	Under Construction	\$2,972,365	10%
<b>James Creek, GA</b>	Name: John Marshall Address: 1222 Swallowtail Dr Suwanee, GA 30024 Telephone: 678.776.5611	Name: Tim Masterson Company: Brown & Caldwell 770.673.3619 Telephone:	September 2016	Phase 3 Expansion MBR System and Services	Under Construction	\$1,860,000	5%
<b>DRT, GA</b>	Name: Larry Conant, Sr. Address: 10 Falcon Crest Dr Greenville SC 29607 Telephone: 864.298.2127	Name: Trent Culp Company: O'Neal Constructors 864.432.5058 Telephone:	April 2016	DB Package Plant microBLOX MBR System Supply and Services	Construction FAT Delivery	\$1,046,109	75%

<sup>1</sup> Partial List MBR Systems, 15 MBR Systems Currently Under Construction

**SCHEDULE B**  
**PREVIOUS EXPERIENCE**  
**(Include ALL Projects Completed within last 5 years)<sup>1</sup>**

PROJECT NAME	OWNER'S CONTACT PERSON	DESIGN ENGINEER	CONTRACT DATE <sup>2</sup>	TYPE OF WORK	STATUS	COST OF WORK
Village of Ruidoso, NM	Name: Isaac Garcia Address: 26675 US Hwy 20 Telephone: 575.937.2460 Ruidoso Downs, NM 88346	Name: Dale Archuleta Company: MolzenCorbin Telephone: 502.242.5700	August 2009	MBR System Supply, Design Services, Technical Support	Operational	\$4,190,244
Village of Los Lunas, NM	Name: Craig Byers Address: 1781 Heaton, SE Telephone: 505.991.6434 Los Lunas, NM 87031	Name: Dale Archuleta Company: MolzenCorbin Telephone: 502.242.5700	February 2008	MBR System Supply, Design Services, Technical Support	Operational	\$2,846,036
North Topsail, NC	Name: Randy Hoffer Address: 1095 Highway 210 Telephone: 910.852.0630 Sneads Ferry, NC 28460	Name: Mike Gallant Company: MCG Telephone: 910.448.1046	December 2010	Technology Upgrade, Tech & Design Support	Operational	\$1,389,058
Hampstead, NC	Name: Randy Hoffer Address: 1095 Highway 210 Telephone: 910.852.0630 Sneads Ferry, NC 28460	Name: Mike Gallant Company: MCG Telephone: 910.448.1046	May 2015	MBR Technology Upgrade, Tech & Design Support	Operational	\$1,171,783
Running Springs, CA	Name: Trevor Miller Address: 31242 Hilltop Blvd Telephone: 909.867.3689 Running Springs	Name: Trevor Miller Company: Running Springs Water District Telephone: 909.867.3689	December 2015	MBR Technology Upgrade, Tech & Design Support	Operational	\$558,975
Yakama, WA	Name: Ken Grasser Address: 580 Fort Rd Telephone: 509.865.8800 Toppenish	Name: Dave Jepsen Company: Anderson Perry Telephone: 509.529.9260	November 2015	MBR Technology Upgrade, Tech & Design Support	Operational	\$775,447
Nisqually, WA	Name: Jeff Wall Address: 4820 She-Nah-Num Dr Telephone: 360.339.0671 Olympia, WA 98513	Name: Allan Maas Company: Parametrix Telephone: 253.604.6600	May 2012	MBR System Supply, Design Services, Technical Support	Operational	\$1,147,659

<sup>1</sup> Partial list completed MBR System contracts, Ovivo MBR group has completed 130 MBR System Contracts within the the last 5 years. <sup>2</sup> Contract initiation date listed. Contract and project completion date was within the last 5 years.

VTSV-16-0220

00451 - Qualifications Statement - Schedules

MBR System Procurement Bid Set - 11/28/2016

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Note: This document was developed based on EJCDC Standard Form Design and Construction Related Documents and has been modified as necessary by FEI Engineers, Inc. EJCDC retains all proprietary rights to these documents.

**OFFICER'S CERTIFICATE**

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I, Gwen Klees, Secretary of Ovivo USA, LLC ("Corporation"), hereby certify that Mr. Jim Porteous is a Vice President of the Corporation and in that capacity is authorized to bind the Corporation on customer or municipal authorities agreements as of that date.

Date: January 26, 2011

  
Gwen Klees, Secretary,  
Ovivo USA, LLC

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**SECTION 00452**  
**SUPPORTING INFORMATION AND EVALUATION CRITERIA**

**ARTICLE 1 - SUPPORTING INFORMATION:**

1.01 The Bid shall include the following Supporting Information:

A. Technical Approach:

1. Provide a project understanding and narrative approach for completing the project. Include a description of design and equipment attributes that are uniquely beneficial.
  - a. ~~If a nitrate stream recycle (IMLR) is not proposed and the Seller wishes to propose a single recycle stream from the membranes to the anoxic basin, documentation (from reference facilities employing the MLE process for nitrification denitrification) with information on DO maintained in the membrane tank, the performance of the system in meeting TN limits, etc. shall be provided.~~ Seller shall also provide documentation to justify the benefits of a single recycle stream (as compared to use of IMLR) from a process, capital cost, and operation and maintenance costs perspective. (Per Addenda 2)
2. Complete the following tables:
  - b. Table 1 Design Criteria,
  - c. Table 2 Chemical Costs,
  - d. Table 3 Power Consumption,
    - i) On a separate page, Bidder shall submit anticipated aeration energy requirement for the proposed MBR system (lb oxygen delivered/ HP-hr and corresponding duty HP required to deliver required oxygen).
  - e. Table 4 Labor and Maintenance, and
  - f. Table 5 Net Present Value.
3. Data Sheets/Bill of Materials: Include data sheets for all equipment including a complete equipment list providing manufacturer, model number, capacity/sizing, quantity, power required, and control method for each component; Equipment; General Arrangement Drawings; catalog cut sheets; and a complete Bill of Materials.
4. Warranties: Provide preliminary copies of equipment warranties.

5. Drawings: Provide scaled AutoCAD drawings of the proposed system, complete with equipment and tankage, and appurtenances such as valves, gates, etc. necessary to illustrate a complete and operating MBR system. Provide system General Arrangement Drawings and Process and Instrumentation Diagrams for the proposed system and shall clearly notate limits in piping, valving, instrumentation, and SCADA scopes.
  6. Process Modeling: Include BioWin computer modeling output reports. Bidder shall also be prepared to electronically transmit the BioWin model file to the Engineer.
  7. Regulatory Approvals: If available, Bidders are encouraged to provide regulatory agency approval documentation for reduction/removal of pathogens across the membranes.
  8. Provide a complete description of System Flexibility/Reliability. (Per Addenda 1)
  9. Provide a complete description of Seller's technical support systems for the first 12 months after Commissioning, and for subsequent years. (Per Addenda 1)
- B. Managerial Approach:
1. Provide management processes and procedures to be used on the project.
- C. Intellectual property or proprietary rights:
1. Bidder shall identify all intellectual and/or proprietary rights asserted as part of the services or products to be provided.

## ARTICLE 2 - EVALUATION CRITERIA

2.01 The Bids shall be evaluated based upon the best interests of the project. Criteria shall include:

- A. ~~Evaluation of information identified in Article 1 – Supporting Information.~~ Evaluation of information identified in Article 1 – Supporting Information. Weighting Factor: 40%. (Per Addenda 1)
  - B. ~~Bidder supplied provided NPV will be adjusted to include estimated construction cost for the proposed system arrangement.~~ Bidder supplied provided NPV will be adjusted to include estimated construction cost for the proposed system arrangement. Weighting Factor: 25%. (Per Addenda 1)
  - C. ~~Capital Cost.~~ Capital Cost. Weighting Factor: 20%. (Per Addenda 1)
- ~~Statement of Qualifications.~~ Statement of Qualifications. Weighting Factor: 15%. (Per Addenda 1)



**Table 1 - Design Criteria**  
**Village of Taos Ski Valley - WWTF Improvements**

Parameter (Ox) Oxidic - (Ax) Anoxic	Flows, Q (MGD)					
	MMDF 0.31	AADF 0.2	Short-Term Flow, 0.15	Startup Flow, 0.09	Off Season Flow, 0.05	PPF, 0.44
Design Temp C						
Total Ox Basins Vol, gals						
Total Ax Basins Vol, gals						
Ox SRT, days						
Ax SRT, days						
SRT safety factor						
Total SRT, days						
Ox HRT, hrs						
Ax HRT,hrs						
Biological Calculations						
Ox MLSS Conc. mg/L						
Ax MLSS Conc. mg/L						
MBR MLSS Conc. mg/L						
MLVSS/MLSS						
F:M ratio						
Yield (lb TSS/lb BOD)						
Membrane flux rate, g/sf/d						
MBR (RAS) Recycle Rate, xQ						
Nitrate (MLE-Type) Recycle Rate, xQ						
Biological Sludge Production, lbs/day						
Chemical Sludge production, lbs/day						
Total Sludge Production, lbs/day						
Alum, gpd						
Micro-C, gpd						
Air Calculations						
Alpha						
Beta						
AOR, lbs/day						
SOR, lbs/day						
Ox-SOTE, %						
MBR- SOTE, %						
Ox-D.O. Conc. mg/L						
MBR-D.O. Conc. mg/L						
Membrane Air Scour rate						
Type of Diffuser- Ox						
Type of Diffuser- MBR						
lb. Air delivered/HP-hr						
hp/1000 gallons, hp						
BioWin model, Y/N						
Drawings, Y/N						

**Table 2 - Chemical Costs**  
**Village of Taos Ski Valley - WWTF Improvements**

**Basis of Calculations**

Sodium Hypochlorite (12.5%) \$0.10/lb  
Oxalic Acid (100%) \$0.50/lb  
Citric Acid (50%) \$0.50/lb  
Alum (sp gr 1.2) \$0.06/lb  
Micro C \$5.95/gal  
Alkalinity (50% Caustic) \$0.89/gal

		Daily Flow Rate (MGD)				
		0.09	0.15	0.2	0.31	0.44
<b>CIP, Sodium Hypochlorite</b>						
Volume of Dilute Solution	gal					
Volume of Sodium Hypo	gal					
Concentration of Dilute Solution	%					
Cleaning Frequency	times/year					
Chemical Cost per Clean	\$/time					
<b>CIP, Citric Acid or Oxalic Acid</b>						
Volume of Dilute Solution	gal					
Volume of Citric Acid or Oxalic Acid	gal					
Concentration of Dilute Solution	%					
Cleaning Frequency	times/year					
Chemical Cost per Clean	\$/time					
<b>Phosphorus Removal, Alum</b>						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					
<b>Micro C</b>						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					
<b>Alkalinity</b>						
Mass Loading per Day	gal/day					
Unit Cost	\$/lb					
Cost per Day	\$/day					

**Table 3 - Power Consumption**  
**Village of Taos Ski Valley - WWTF Improvements**

**Basis of Calculations:** Electricity \$0.13/kWh

		Daily Flow Rate (MGD)				
<b>Description:</b>	MGD	<b>0.09</b>	<b>0.15</b>	<b>0.2</b>	<b>0.31</b>	<b>0.44</b>
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity (e.g. gpm, scfm, gallons)						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
<b>Description:</b>	MGD	<b>0.09</b>	<b>0.15</b>	<b>0.2</b>	<b>0.31</b>	<b>0.44</b>
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
<b>Description:</b>	MGD	<b>0.09</b>	<b>0.15</b>	<b>0.2</b>	<b>0.31</b>	<b>0.44</b>
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWhrs per Day	kWh/day					
Daily Cost	\$/day					
<b>Description:</b>	MGD	<b>0.09</b>	<b>0.15</b>	<b>0.2</b>	<b>0.31</b>	<b>0.44</b>
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWh per Day	kWh/day					
Daily Cost	\$/day					
<b>Description:</b>	MGD	<b>0.09</b>	<b>0.15</b>	<b>0.2</b>	<b>0.31</b>	<b>0.44</b>
Duty	Qty					
Motor Nameplate	HP					
Control	(e.g. VFD)					
Capacity						
kWh per Day	kWh/day					
Daily Cost	\$/day					
<b>TOTAL LOAD (HP)</b>						

**Table 4 - Labor and Maintenance**  
**Village of Taos Ski Valley - WWTF Improvements**

**Basis of Calculations:** Operator Wage \$25/hr, Life Cycle 30 Years

		Average Annual MGD		
<b>Labor Requirements</b>		<b>0.09</b>	<b>0.15</b>	<b>0.2</b>
Daily Oversight	hrs/yr			
CIP, each time	hrs/yr			
Blowers oil & filter change	hrs/yr			
Pumps inspection & lube	hrs/yr			
Instrumentation calibration & cleaning	hrs/yr			
Sampling	hrs/yr			
Mixers seal replacement	hrs/yr			
Operator Hourly Wage	\$/yr	\$25	\$25	\$25
<b>Total Labor Annual Cost</b>	<b>\$/yr</b>			

		Average Annual MGD		
<b>Maintenance</b>		<b>0.09</b>	<b>0.15</b>	<b>0.2</b>
Blower 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Blower 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Pump 3				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Mixer 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			

		Average Annual MGD		
<b>Maintenance</b>		<b>0.09</b>	<b>0.15</b>	<b>0.2</b>
Mixer 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Diffusers 1				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Diffusers 2				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Instrumentation				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Membranes				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Other				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
Other				
hours of life	hrs			
replacement cost	\$			
equivalent cost per year	\$/yr			
<b>Total equivalent maintenance cost per year</b>	<b>\$/yr</b>			

**Table 5 - Net Present Value**  
**Village of Taos Ski Valley - WWTF Improvements**

**Basis of Calculations**

Life Cycle 30 years, Inflation Rate 2%, Discount Rate 5%
Assume Average Annual Flow occurs for 24-hrs/day, 365-days/year
Years 1-10 Average Annual Flow is 0.09 MGD
Years 11-20 Average Annual Flow is 0.15 MGD
Years 21-30 Average Annual Flow is 0.2 MGD (includes PPF of 0.44 MGD and MMDF of 0.21 MGD)

		Average Annual MGD		
		0.09	0.15	0.2
Chemical Costs				
CIP, Sodium Hypochlorite	\$/yr			
CIP, Citric Acid or Oxalic Acid	\$/yr			
Phosphorus Removal, Alum	\$/yr			
Micro C	\$/yr			
Alkalinity	\$/yr			
Annual Chemical Costs	\$/yr			
Annual Power Costs	\$/yr			
Annual Labor Costs	\$/yr			
Annual Maintenance Costs	\$/yr			
<b>Total Annual O&amp;M (2016 costs)</b>	<b>\$/yr</b>			

Annual Operating Costs		Average Annual MGD		
Inflation Rate	2%	0.09	0.15	0.2
Year 1		\$	-	-
Year 2		\$	-	-
Year 3		\$	-	-
Year 4		\$	-	-
Year 5		\$	-	-
Year 6		\$	-	-
Year 7		\$	-	-
Year 8		\$	-	-
Year 9		\$	-	-
Year 10		\$	-	-
Year 11		-	\$	-
Year 12		-	\$	-
Year 13		-	\$	-
Year 14		-	\$	-
Year 15		-	\$	-
Year 16		-	\$	-

Annual Operating Costs		Average Annual MGD		
Inflation Rate	2%	0.09	0.15	0.2
Year 18		-	\$	-
Year 19		-	\$	-
Year 20		-	\$	-
Year 21		-	-	\$
Year 22		-	-	\$
Year 23		-	-	\$
Year 24		-	-	\$
Year 25		-	-	\$
Year 26		-	-	\$
Year 27		-	-	\$
Year 28		-	-	\$
Year 29		-	-	\$
Year 30		-	-	\$

<b>Capital Cost (Base Bid)</b>	\$
Discount Rate	5%
<b>10-Year NPV</b>	\$
<b>20-Year NPV</b>	\$
<b>30-Year NPV</b>	\$

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**SECTION 00510  
NOTICE OF AWARD**

SELLER (*name and address*):

Ovivo USA LLC

4246 Riverboat Road #300, Salt Lake City, UT 84123

BUYER (*name and address*):

Village of Taos Ski Valley

7 Firehouse Road, P.O. Box 100, Taos Ski Valley, NM 87525

ENGINEER (*name and address*):

FEI Engineers, Inc.

1485 Florida Road #206C, Durango, CO 81301

Project: Wastewater Treatment Plant Improvements

**TO BIDDER:**

You are notified that Buyer has accepted your Bid dated December 19, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract:

For the Wastewater Treatment Plant Improvements MBR Equipment

The Contract Price of the awarded Contract is One Million One Hundred Two Thousand Six Hundred Forty Seven Dollars and Zero Cents (\$ 1,102,647.00 )

Four (4) 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 calendar days of the date of receipt of this Notice of Award:

1. Deliver to Buyer one (1) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (Performance Bond and Payment Bond for Procurement Documents) and insurance documentation as specified in the Instructions to Bidders, General Conditions, Articles 2 and 6, and the Supplementary Conditions.

3. Other conditions precedent (if any): Owner may award Additive Alternates upon final negotiation of the Construction Contract for the Wastewater Treatment Plant Improvements. Buyer requests Seller to extend acceptance of bid alternates until that time.

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

Within 10 calendar days after you comply with the above conditions, Buyer 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.

**BUYER**

Village of Taos Ski Valley

Buyer's Name

By:

Signature

Date

Mark Fratrack

Print Name

Village Administrator

Title

Copy: Engineer