

# Notice of Award

Date: August 17, 2011

Project: Griggs-Walnut Ground Water Plume Site, Las Cruces, New Mexico	
Owner: City of Las Cruces Utilities ("Board"), on behalf of the City of Las Cruces ("City") and as fiscal agent for the County of Doña Ana for the Joint Superfund Project	Owner's Contract No.: 11-12-154
Contract: Griggs-Walnut Ground Water Plume Site	Engineer's Project No.: ES09.0306
Bidder: Highland Enterprises, Inc.	
Bidder's Address: P.O. Box 2409 Las Cruces, NM 88004	

You are notified that your Bid dated July 18, 2011 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the total Work as described in these Contract documents.

The Contract Price of your Contract is One Million, Eight Hundred Three Thousand, Eight Hundred Sixty One Dollars (\$1,803,861.00).

Eight copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 7 days of the date you receive this Notice of Award.

1. Deliver to the Owner eight (8) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
Deliver with the executed Contract Documents the execution page from each of Bid Addenda numbers 1 through 5.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Las Cruces Utilities  
Owner  
By:   
Authorized Signature  
Director of Utilities  
Title

Copy to Engineer

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

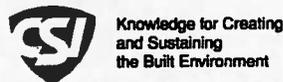
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by  
United States Department of Agriculture  
Rural Utilities Service, Water and Waste Programs

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (No. C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary Conditions (No. C-800, 2002 Edition).

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882

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1015 15th Street N.W., Washington, DC 20005  
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1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)  
FUNDING AGENCY EDITION**

THIS AGREEMENT is by and between City of Las Cruces Utilities ("Board") on behalf of the City of Las Cruces ("City") and as fiscal agent for the County of Doña Ana for the Joint Superfund Project ("Owner") and Highland Enterprises, Inc. ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 – WORK**

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

The Work consists of installation of a water treatment system to remediate tetrachloroethene (PCE) contamination found in ground water using a modified pump and treat strategy. The project involves the construction of a PCE treatment facility and a conveyance system to transport contaminated water from the extraction wells through the treatment facility to the Upper Griggs Reservoir. The treatment facility includes a centralized low-profile tray aeration system housed within a new 3,500-square foot building, influent and effluent equalization tanks, process pumps, HVAC, electrical, instrumentation and controls, plumbing and appurtenances, and associated earthwork. The conveyance system consists of polyvinyl chloride (PVC) C900 raw water lines from wells CLC 18 and CLC 27 to the treatment facility and a PVC C900 treated water line. Refitting the well heads at CLC 18 and 27 with new plumbing, electrical, and instrumentation and controls is also included.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Griggs-Walnut Ground Water Plume Site, Las Cruces, New Mexico

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Daniel B. Stephens & Associates, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 255 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. N/A

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	Contractor mobilization and demobilization	LS	1	\$ 17,000.00	\$ 17,000.00
2	Site work and grading	LS	1	\$ 26,500.00	\$ 26,500.00
3	Construction surveying and staking	LS	1	\$ 4,400.00	\$ 4,400.00
4	Traffic control and barricading	LS	1	\$ 7,600.00	\$ 7,600.00
5	Construction permitting, inspections, and SWPPP	LS	1	\$ 8,500.00	\$ 8,500.00
6	Site improvements, including drainage pond construction, gravel parking area, fencing, and gates	LS	1	\$ 9,000.00	\$ 9,000.00
7	Site demolition	LS	1	\$ 16,000.00	\$ 16,000.00
8	Submersible pumps SP-1 and SP-2, including wire, drop pipe, check valves, electrical connections, PVC sounding tube, and appurtenances, CIP	LS	1	\$ 95,000.00	\$ 95,000.00
9	Well head completion modifications, including fittings, valves, meters, and appurtenances, CIP	EA	2	\$ 14,000.00	\$ 28,000.00

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
10	8-inch-diameter C900 PVC pipe, including fittings, restraints, trenching, backfill, compaction, and asphalt repaving, CIP	LF	1,372	\$ 95.00	\$ 130,340.00
11	6-inch-diameter C900 PVC pipe including fittings, restraints, trenching, backfill, compaction, and asphalt repaving, CIP	LF	1,372	\$ 92.00	\$ 126,224.00
12	Yard piping, 4-inch- to 8-inch-diameter, including valves, valve vaults, fittings, restraints, and appurtenances, CIP	LS	1	\$ 81,000.00	\$ 81,000.00
13	Influent equalization tank with viton gaskets, including appurtenances	LS	1	\$ 80,300.00	\$ 80,300.00
14	Effluent equalization tank, including appurtenances	LS	1	\$ 76,900.00	\$ 76,900.00
15	Building and tank foundations, CIP	LS	1	\$ 87,000.00	\$ 87,000.00
16	Pre-engineered metal building, including interior walls, ceilings, doors, windows, HVAC, plumbing (OSHA-compliant eyewash/shower station, jockey pump, pneumatic tank, etc.), and appurtenances, CIP	LS	1	\$ 349,866.00	\$ 349,866.00
17	Process plumbing and piping, including valves, meters and gauges, static mixers, fittings, heat tape, jacketing, insulation, labeling and appurtenances, CIP	LS	1	\$ 146,432.00	\$ 146,432.00
18	Influent pump P-1 duplex skid, CIP	LS	1	\$ 13,309.00	\$ 13,309.00
19	Effluent pump P-4 duplex skid, CIP	LS	1	\$ 21,613.00	\$ 21,613.00
20	Low-profile tray air stripper package	EA	2	\$ 67,860.00	\$ 135,720.00
21	Chemical feed pumps CFP-1 and CFP-2 and associated appurtenances	EA	2	\$ 4,433.00	\$ 8,866.00
22	Sixty day chemical supply (anti-scalant and sodium hypochlorite)	LS	1	\$ 30,164.00	\$ 30,164.00
23	Building and wellhouse electrical	LS	1	\$ 198,677.00	\$ 198,677.00
24	Instrumentation and Controls, including SCADA	LS	1	\$ 104,450.00	\$ 104,450.00
	Testing: soil and concrete	CA	1	\$ 1000.00	\$ 1000.00

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ESTIMATED TOTAL OF ALL UNIT PRICE WORK \$ One Million, Eight Hundred Three Thousand, \$1,803,861  
Eight Hundred Sixty One

C. N/A

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the fifteenth (15<sup>th</sup>) day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 100 percent of Work completed; and
    - b. 100 percent of cost of materials and equipment not incorporated in the Work.
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

### 6.03 *Final Payment*

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay Contractor as provided in Paragraph 14.07 of the General Conditions the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the current State legal rate.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00521-1 to 00521-8, inclusive).
  - 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
  - 3. Payment bond (pages 00615-1 to 00615-3, inclusive).
  - 4. Bid bond (pages 00430-1 to 00430-2, inclusive).
  - 5. General Conditions (pages 00710-1 to 00710-57, inclusive).
  - 6. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive, and U.S. Environmental Protection Agency Region 6 Supplemental conditions for Federally Assisted Water/Wastewater Infrastructures under the FY 2006 Federal Appropriations Act [P.L. 109-54] as Amended, consisting of 23 pages).
  - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 58 sheets with each sheet bearing the following general title: Griggs-Walnut Ground Water Plume Site, Las Cruces, New Mexico.
  9. Addenda (numbers 1 to 5, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 00410-1 to 00410-12, inclusive, and attachments for a total of 39 pages).
    - b. Documentation submitted by Contractor prior to Notice of Award (WBE/MBE documentation, consisting of 25 pages).
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (page 00550-1, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

10.04 *Severability*

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated September 2, 2011. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER: City of Las Cruces Utilities ("Board") on behalf of the City of Las Cruces ("City") and as fiscal agent for the County of Dona Ana for the Joint Superfund Project

By: Karen Medina

Title: Purchasing Manager  
for

Attest: [Signature]

Title: Deputy City Clerk

Address for giving notices:  
PO BOX 20000  
Las Cruces, NM 88004

CONTRACTOR: Highland Enterprises Inc

By: Bob Walters

Title: President

Attest: [Signature]

Title: Admon. Asst.

Address for giving notices:  
PO BOX 2409  
Las Cruces, NM 88004

OWNER: [Signature]

By: Jorge A. Garcia

Title: Board Secretary

Agent for service of process:

OWNER:

By: [Signature]  
Title: SR. ASST City Attorney

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

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

Reviewed by: [Signature]  
Agency: Steven Deal, Project Engineer

By: \_\_\_\_\_

Date: Construction Programs Bureau-NMED

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

Date: August 31, 2011

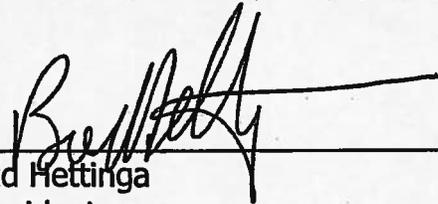
**RESOLUTION REGARDING  
PROPER AUTHORIZATION  
OF  
BID FORMS AND CONTRACT DOCUMENTS**

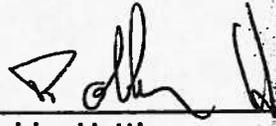
WHEREAS, Highland Enterprises Inc. desires to submit bids and contract documents in the official form, for construction it is resolved that Bud Hettinga as the President of the Corporation or Mark Hettinga as the Vice President of the Corporation, Mike Heard of the Corporation be the only authorized members of the Corporation to sign and submit bids and contract documents on the official bid forms and contract documents.

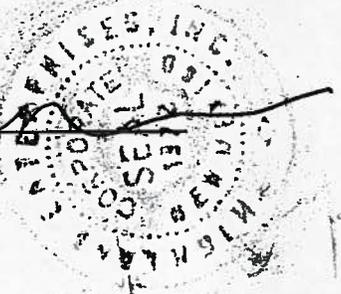
WHEREAS, Highland Enterprises Inc. Board of Directors agreed to and approved the above regarding the bidding of work,

THEREFORE, BE IT RESOLVED, that Bud Hettinga as President of the Corporation or Mark Hettinga as Vice President of the Corporation, Mike Heard of the Corporation be the only members of the Corporation to authorize the bidding of construction work and the only members authorized to sign the official bid forms and contract documents.

This resolution a part of the Corporation minutes this 22<sup>nd</sup> day of July, 2009.

  
\_\_\_\_\_  
Bud Hettinga  
President

  
\_\_\_\_\_  
Bobby Hettinga  
Corporate Secretary





SUSANA MARTINEZ  
GOVERNOR

JOHN A. SANCHEZ  
LIEUTENANT GOVERNOR

State of New Mexico  
**ENVIRONMENT DEPARTMENT**  
Construction Programs Bureau  
Las Cruces Office

1170 North Solano Drive, Suite M

Las Cruces, NM 88001

Phone: (575) 524-6300 Fax: (575) 526-3891

[www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html)

Acting Bureau Chief: Jim Chiasson, P.E.



DAVE MARTIN  
SECRETARY

BUTCH TONGATE  
ACTING DEPUTY  
SECRETARY

September 1, 2011

New Mexico Finance Authority (NMFA)

Attn: Mr. Michael Vonderheide

207 Shelby Street

Santa Fe, NM 87501

**RE: REVIEW CITY OF LAS CRUCES AND DONA ANA COUNTY JOINT PCE  
REMEDATION PROJECT, CONSTRUCTION CONTRACT, DONA ANA  
COUNTY, NEW MEXICO**

Dear Michael:

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) received a construction contract between the City of Las Cruces (fiscal agent), Doña Ana County and Highland Enterprises, inc. for the Griggs Walnut PCE Superfund Site Remediation Project on August 31, 2011. NMED CPB recommends that the New Mexico Finance Authority approve the contract as submitted.

Please note that this review is for bid-ability, construct-ability, and completeness only. The feasibility and cost effectiveness of the project have not been evaluated. The owner and/or engineer are responsible for the overall integrity of the project, adequacy of the design, and compliance with all applicable regulations. The NMED is not responsible for increased costs resulting from defects in the plans, design drawings, specifications, or other contract documents. Continued compliance with State and/or Federal regulations will require that the facility be properly constructed, operated and maintained.

Sincerely,

Steven M. Deal, P.E.

Project Engineer

[steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)

(575) 647-7952 – office

(505) 470-1463 – field cell

cc: Mr. Gundar Peterson, PE - DBSA  
Ms. Adrienne Widmer, PE – City of Las Cruces  
Ms. Sue Padilla, Assistant County Manager – Doña Ana County  
NMED CPB Project File  
NMED CPB Reading File

**Domonique Rodriguez**

---

**From:** Michael Vonderheide [mvonderheide@nmfa.net]  
**Sent:** Thursday, September 01, 2011 4:29 PM  
**To:** Deal, Steven, NMENV  
**Cc:** Adrienne Widmer; Domonique Rodriguez; Peterson, Gundar; Sue Padilla  
**Subject:** RE: PCE Superfund Remediation Project

**Attachments:** img-901094730-0001.pdf



img-901094730-0001.pdf (49 KB)...

Thanks Steve. Upon NMED recommendation, the construction contract for NMFA project No. 1974-DW is approved.

Michael J. Vonderheide  
Senior Program Administrator  
New Mexico Finance Authority  
107 Shelby Street  
Santa Fe, NM 87501  
(505) 992-9615

-----Original Message-----

**From:** Deal, Steven, NMENV [mailto:Steven.Deal@state.nm.us]  
**Sent:** 01. September 2011 10:05 AM  
**To:** Michael Vonderheide  
**Cc:** Adrienne Widmer; Domonique Rodriguez; Peterson, Gundar; Sue Padilla  
**Subject:** PCE Superfund Remediation Project

Handwritten notes: YI - hard copies to go out with today mail. Also, I have stamped and signed the contracts as reviewed. The contracts are in the basket at the NMED front desk if someone from the city wishes to pick them up.

Thanks,

Steve

-----Original Message-----

**From:** do3xerox [mailto:do3.scanner@state.nm.us]  
**Sent:** Thursday, September 01, 2011 10:48 AM  
**To:** Deal, Steven, NMENV  
**Subject:** Scan from Las Cruces NMED District Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre from the Las Cruces Environment Department District office.

Number of Images: 1  
Attachment File Type: PDF

Device Name: do3xerox  
Device Location: District III - Las Cruces

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# Notice to Proceed

Date: September 2, 2011

Project: Griggs-Walnut Ground Water Plume Site, Las Cruces, New Mexico

Owner: City of Las Cruces Utilities ("Board") on behalf of the  
City of Las Cruces ("City") and as fiscal agent for the  
County of Doña Ana for the Joint Superfund Project

Owner's Contract No.: 11-12-154

Contract: Griggs-Walnut Ground Water Plume Site

Engineer's Project No.: ES09.0306

Contractor: Highland Enterprises, Inc.

Contractor's Address: P.O. Box 2409

Las Cruces, NM 88004

You are notified that the Contract Times under the above Contract will commence to run on September 2, 2011. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 210, and the number of days to achieve readiness for final payment is 255.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must N/A.

Highland Enterprises, Inc.

City of Las Cruces Utilities ("Board") on behalf of the  
City of Las Cruces ("City") and as fiscal agent for the  
County of Dona Ana for the Joint Superfund Project

Contractor

Owner

Authorized Signature

Given by:

Authorized Signature

Title

Director of Utilities

Title

Date

Date

Copy to Engineer

EJCDC C-550 Notice to Proceed

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

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