

RBM ENGINEERING, INC.

Mechanical & Electrical Engineers

150 N. Festival Drive El Paso, Texas 79912 (915) 584-9934 637 N. Alameda Las Cruces, New Mexico 88005 (505) 647-1554

June 7, 2004

Board of Education Gadsden Independent School District P.O. Drawer 70 Anthony, NM 88021

RE: GASDEN HIGH SCHOOL BOYS GYM AND MAIN BUILDING

ELCTRICAL REMODEL. FORMAL BID NO. 03-04-35

Dear Board Members,

On June 3, 2004 one bid was received for the above referenced project as shown on the enclosed bid tabulation sheet. The low and only bid was received from Lynco Electric Co., Inc. Our firm has worked with Lynco Electric Co., Inc. on several projects and have found them cooperative and their work acceptable.

The bid from Lynco Electric Co. is within the budget and we recommend awarding the contract for bid lots #1 through #3 for a total of \$211,577.

Please do not hesitate to contact our office should you have any questions or concerns regarding this project.

Sincerely,

Daniel Benitez

Electrical Designer

Project Engineer

03079Awardltr

(915) 584-8723 (Fax) rbm@rbm.cc (EMail)

Bryan R. Morris, P.E. Robert H. Beasley, P.E.

BID FORM

DATE: JUNE 3, 2004
TO:
Ladies and Gentlemen:
Having carefully examined the Invitation to Bid, Information For Bidders, the Special Conditions, and the General Conditions, the specifications entitled "Gadsden High School Boys Gym and Main Building Remodel" for Gadsden Independent School District No. 19, Anthony, New Mexico, the drawings similarly entitled, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all materials and labor necessary for the work in accordance with the said documents for the prices stated below:
BID LOT NO.1 – (Boys Gym)
BID LOT NO.2 – (Main Building)
BID LOT NO.3 – (Stage)
NOTE: Core Brasinta Tania ant included in the hid aria
NOTE: Gross Receipts Tax is not included in the bid price.
The undersigned acknowledges receipt of the following addenda:
APPENDUM #1
The undersigned agrees, if awarded the contract, to deliver to you completely finished project on or before the expiration date of90_ consecutive calendar days from the date of a written "Notice to Proceed", after the contract has been signed.
We agree, before requesting final payment, to obtain waiver of lien from any or all persons or companies furnishing labor and/or materials for the premises described herein; we also agree to waive all claims or rights of lien which may arise due to our having performed labor or furnished materials for the work described herein.
SUBCONTRACTORS FAIR PRACTICES ACT:
Bidders must list subcontractors in excess of \$5,000.00

Nature of Work	
By Subcontractor	Subcontractor's Name & Address
NONE	NONE.
,	
	BIDDER LYNCO ELECTRIC G. IN
×	BY RAYLYN WILCOX
	(Please type or print) SIGNATURE AND TITLE PRESIDENT.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Lynco Electric Co., Inc.
as Principal, and Fidelity & Deposit Company of Maryland as Surety, hereby held and firmly bound unto the Gadsden Independent School District as OWNER in the
sum of Five Percent (5%) of bid amount dollars (5————) for the payment of wh and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
Singed this 1st day of June . 2004.
The Condition of the above obligation is such that whereas the Principal has submitted to the Coertain BiD, attached hereto and hereby made a part of hereof to enter into a contract in writing Sadsden High School Boys Gym and Main Building Remodel.

NOW, THEREFORE,

If said BID shall be rejected, or

2) If said BID shall be accepted and the Principal shall execute and deliver a contract in the of Contract attached hereto (properly completed in accordance with said BID) and shall a BOND for his faithful performance of said contract, and for the payment of all person performing labor or furnishing materials in connection therewith, and shall in all other in perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same states.

remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOI be in no way impaired or affected by any extension of the time within which the OWNER may accept such

and said Surery does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surery have hereunto set their hands and seals, and such as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed to proper officers, the day and year first set forth above.

Prioripal

Fidelity & Deposit Company of Maryland

Shirlay A Tallay Attornay In Fact

Shirley A. Talley, Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's current list (Circular 570, as amended) and be authorized to transact business in the state where project is located.

8000

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Fhomas M. PADILLA, Morris J. CHAVEZ, Susan D. MARTIN, Shirley A. TALLEY and David Continues, all of Albuques que, New Mexico, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 16th day of September, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY





T. E. Smith

Assistant Secretary

Paul C. Rogers

Vice President

State of Maryland City of Baltimore

On this 16th day of September, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 15T day of June, 2004.

Ad. Gencher

Assistant Secretary





RBM Engineering, Inc. 637 N. Alameda Las Cruces, NM 88005 (505) 584-8723

Project:

Gadsden Boys Gym

Bid Date: Surve 3 2004 Bid Time: 2:00 PM (local time)

GADSDEN INDEPENDENT SCHOOL DISTRICT									
	Bid Lot 1	Bid Lot 2	Bid Lot 3	Bid Lot 4	Bid Lot 5	Bid Lot 6		Comments	
CONTRACTOR									
Lynco Has.	70,900-00	129, Ma	10,900-00					\$211,577.00	

Board Meeting: June 17, 2004