INVITATION FOR BID

Village of Ruidoso

IFB: #2017-008B

INVITATION FOR BID

Drill Out and Replace Nested Piezometer MW-4

Contracting Agency: Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Telephone: (575) 257-2721

Issued Date: November 9, 2016
Opening Date: November 22, 2016
2:00 PM Local Time

Billy Randolph
Purchasing Agent

INVITATION FOR BID

Notice is hereby given that the Village of Ruidoso, Lincoln County, New Mexico calls for sealed competitive bids on **IFB #2017-008B Drill Out and Replace Nested Piezometer MW-4. NIGP Commodity Code 545-96** This project consists of drilling out and replacing nested piezometer MW-4, consisting of two piezometer casing strings in one borehole.

A mandatory pre-bid conference will be held on Tuesday, November 15, 2016 at 10:00 a.m. MST at the Village of Ruidoso Purchasing Warehouse Meeting Room located at 311 Center St. Ruidoso, New Mexico with a project walk through to follow.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Bidding Documents must be paid on this project if the bid amount exceeds $60,000, and that the Contractor must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NOTICE OF REGISTRATION REQUIREMENT. Bidders are reminded that in order to be considered for bid award, all contractors (including their subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

Bids will be received at Village of Ruidoso Purchasing Warehouse located at 311 Center St., Ruidoso, NM 88345 until **2:00 p.m., Tuesday November 22, 2016**. Submitted bids will be opened at the Purchasing Warehouse at 311 Center St at (2:10 PM). Mountain Time. Any bids received after closing time will be rejected and returned unopened.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site (www.Ruidoso-nm.gov) or the Purchasing warehouse at 311 Center St. Ruidoso, NM by calling 575/257-2721.

The Village of Ruidoso reserves the right to reject any and/or all bids and waive all informalities as deemed in the best interest of the Village.

Billy Randolph
Village of Ruidoso
Purchasing Agent

Newspaper Alamogordo Daily News _____Publish Date November 9, 2016
Newspaper Las Cruces Daily News_____ Publish Date November 9, 2016
Newspaper Albuquerque Journal_____Publish Date November 9, 2016
Newspaper Ruidoso News_____Publish Date November 9, 2016

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

Village of Ruidoso
BID PACKAGE
IFB #2017-008B

The Village of Ruidoso is requesting sealed competitive bids for the **Drill Out and Replace Nested Piezometer MW-4**. **NIGP Commodity Code 545-96**

IMPORTANT:

The words "SEALED BID" along with the BID NUMBER AND TITLE MUST appear clearly on the outside sealed envelope or package of all bids. Bidder's name and address shall also be included.

It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Village of Ruidoso
Purchasing Agent
313 Cree Meadows Dr.
Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso
Purchasing Department
311 Center St.
Ruidoso, NM 88345

It is the Bidder's responsibility to see that the bid arrives on time.
NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department's physical address,) If the bids are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Bids which are delayed will not be considered and will be returned unopened.

Billy Randolph
Purchasing Agent
(575) 257-2721
email: BillyRandolph@ruidoso-nm.gov

INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS & TERMS FOR
IFB #2017-008B
Drill Out and Replace Nested Piezometer MW-4

1. Until the final award by the Village of Ruidoso Council, the Village reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized.

2. If there is any clarification, problem, ambiguity or question regarding this bid, contact the Village of Ruidoso Purchasing Department at (575) 257-2721 prior to the bid opening. Clarifications and ambiguities will not be considered after the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this Bid, except as specifically authorized by the Purchasing Agent.

   Prior to, and after submittal of bid, prospective Offerors shall not make contact with any official or staff member regarding this bid, other than contact to obtain a copy of this bid. The only approved contact shall be with the below referenced Purchasing and Village staff. Offerors making contact with any other Village official, evaluation committee member, or Village employees regarding this bid may be disqualified. Questions and/or suggestions concerning this bid may be directed to:

   Billy Randolph – Purchasing Agent (575) 257-2721
   Ron Sena – Village Deputy Manager (575) 258.4343
   J R Baumann – Utilities Director (575)258.4343

3. All information contained in the bid response must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Bids must be signed in ink by an authorized representative of the offeror and the required information must be provided. The contents of the bid submitted by the successful offeror of the bid will become public record upon award, and may become a part of any contract approved as a result of this solicitation. An Offeror may submit an amended bid before the due date and time. Any amended bid must be complete, as it will be substituted for the earlier bid(s). Any amended bid must be clearly identified as such in the transmittal letter.

4. A public log will be kept of the names of all Offerors who submit bids. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any bid shall not be disclosed to competing Offerors during the negotiation process. The contents of the Bid submitted by the successful offeror will become public record upon award and may become a part of any contract approved as a result of this request for Bid. Bids are subject to provisions of State Law relating to inspection of public records. Bids will be kept confidential until a list of recommended Offerors is approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a Bid on which the Offeror has stamped or imprinted the words "proprietary" or confidential". Confidential data is normally restricted to

confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire Bid or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the Bid should be disclosed in accordance with applicable New Mexico law. Unless the offeror takes action to prevent the disclosure, the Bid may be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

5. **Preparation of Bids:** Each bid must be submitted to the Purchasing Department on the prescribed form. The bidder shall submit one copy signed and sealed. Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids.

   All pages included in this Invitation for Bid that are marked "BID FORM" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.

   It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.

   When the Purchasing Department issues a purchase document (e.g., purchase order number) in response to the Vendor's bid, a binding contract is created.

6. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with provisions hereof. Bids must be in the Village of Ruidoso Purchasing Department on or before the hour and date specified. Telephone Bids or Facsimile responses are not accepted. The Village of Ruidoso reserves the right to reject all bids if all bids exceed the available funds. Any bid received after the specified time for the opening of bids shall not be considered and will be returned unopened. Procurement law requires sealed bids or proposals. Therefore, the Owner cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding. Bids will be opened "publicly" at 421 Wingfield, Ruidoso, NM unless otherwise designated in the bid. The "apparent" low bidder will be announced at bid opening.

   Following bid opening, bids will be evaluated for such items as accuracy, completeness, and bidder's qualifications and workload. Bidders shall furnish such information, date, and documents to the Village of Ruidoso as they may require, and the Village of Ruidoso may

conduct such inquiry, as it deems appropriate into the bidder's qualifications, prior to contract award.

7. **Familiarity with Conditions:** If there is any clarification, problem, ambiguity, conflict, or discrepancy question regarding this bid, contract documents, or specifications, contact the Village of Ruidoso Purchasing Department at (575) 257-2721 prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Purchasing Agent or designee. Questions answered by any other person or Owner official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent.

8. **Qualifications of Bidders:**
   a) The Owner may make such investigations, as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy the Owner that the bidder is qualified to carry out the obligations of the contract and to complete the work described herein.
   b) Bidders must have required licensing and/or permitting from the United States Government, the State of New Mexico, and local jurisdictions.
   c) **Any Contractor bidding on a public works project** shall be registered with the New Mexico Department of Workforce Solutions and shall provide proof of current registration. Except as otherwise provided in this subsection, in order to submit a bid valued at more than Sixty thousand dollars ($60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars ($60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
   d) The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

9. **Protest**: Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Village of Ruidoso Purchasing Department. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.

10. **Kickback Statement:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

11. **Modifications and Withdrawal of Bids**: A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder. Modifications must be delivered in written form in a sealed envelope prior to bid opening. Withdrawals may be faxed to the

Village of Ruidoso Purchasing department prior to bid opening. After bid opening, no modifications or withdrawal of bid will be permitted.

12. **Bids Binding 60 days**: Unless otherwise specified all formal bids submitted shall be binding for (60) calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.

13. **Payment Terms**: For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.

14. **Taxes**: Price as shown on the bid proposal form shall be exclusive of gross receipts tax; however, the applicable gross receipts tax shall be shown as a separate amount on each billing made under the contract. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all sub-contractors to comply with it. Village of Ruidoso is exempt from gross receipts tax for the purchase of tangible personal property only. A properly issued Type 9 Nontaxable Transaction Certificate may be obtained from the Owner which will substantiate a deduction from the gross receipts tax.

15. **Equivalency**: The Owner hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such Decisions are strictly at the discretion of the Owner.

16. **IN-STATE PREFERENCE CERTIFICATION:**
New Mexico companies or contractors who wish to obtain a five percent bidding advantage on all state contracts are required to obtain a valid resident business certificate or resident contractor certificate issued by the State Taxation and Revenue Department starting January 1, 2012. This in-state preference doesn't apply to contracts that use federal funding.
Under the new law, in-state companies and contractors will receive:
Five percent of the total weight of all the factors used in evaluating the proposals; and
The equivalent of five percent of total points if the state contract is awarded on a point-based system. Residential and tax information must be certified by certified public accountant. A copy of the In State Preference Certificate must be included with bidding documents.

17. **RESIDENT VETERANS PREFERENCE:**
Beginning July 1, 2012, but not after June 30, 2022, New Mexico veteran-owned businesses who wish to obtain either a resident veteran business preference or a resident veteran contractor preference must first apply for and obtain certification from the New Mexico Taxation and Revenue Department (TRD). As long as a business initially meets and continues to meet the necessary requirements, a certification issued by TRD is valid for three years from the date of issuance. A business that has been certified by TRD may obtain a bidding preference when participating in a formal bid process or formal request for proposal process for the sale of goods or services to a New Mexico state or local public body. A copy of the Resident veterans Certificate must be included with bidding documents. Resident Veteran Businesses with annual gross revenues of up to $3M in the preceeding tax year to be 10% lower than the bid actually submitted.

18. **Addenda:** Any Addenda issued during the time of bidding, or forming a part of the contract Documents furnished to the Bidder for the preparation of the Bid, shall be acknowledged in the Bid and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the Bid Proposal.

19. **Other Applicable Laws**: Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

20. **Non-Collusion**: In signing this bid, the Vendor certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

21. **Non-discrimination**: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a bid, vendor agrees to comply with this paragraph.

22. **Award**: Following determination of the successful bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Village of Ruidoso council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Village council also reserves the right to accept the bid(s) that is deemed most advantageous to the Owner. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of bid. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978) The Owner will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

23. **Patent Indemnity**: Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold the Owner harmless from any cost, expense, damage or loss incurred in any manner by the Owner because of any such alleged infringement.

24. **Warranties**: Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to the Owner and are in addition to and do not limit any rights afforded to the Owner by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

25. **Assignment**: Neither the order nor any interest therein, nor claim hereunder shall be assigned or transferred by the Seller except as authorized in writing by the Village of

Ruidoso Purchasing Agent. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

26. **Contingency:** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, the Village of Ruidoso shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27. **Right to Reject:** The Village of Ruidoso reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Owner.

28. **Cooperative Bid:** This Bid is available for use by all Village of Ruidoso departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).

29. **Inspection and Acceptance**. The Owner will have final inspection and acceptance at destination. Work rejected due to non conformance with bid specifications will be removed at vendor's expense and risk in a timely manner after notice of rejection.

30. **Mandatory Pre-Bid Conference.** A mandatory pre-bid conference **will be held for this Project.**

31. **Indemnification:** The successful Bidder expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the RFP, or by reason of any act or omission, neglect or misconduct of the bidder the agents, employees or subcontractors of the bidder or the agents or employees of any subcontractor of the bidder. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

32. **Wage Rates:** The successful Bidder will be required to abide by the New Mexico Department of Workforce Solutions wage decision. SEE ATTACHMENT

33. **Bid Bond:** Each Bidder shall submit with his bid a certificate check, cashier's check on a solvent bank, or an acceptable bidding bond in the amount of 5% percent of the total bid shown on the bid. This security shall be made payable to the Owner and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any contract awarded him, in accordance with the terms of his bid, within 10 days after notification of award.

34. **Labor and Material, and Performance Bond:** The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Labor and Material Bond and a Performance Bond in an amount of 100% each; said bonds shall be secured from a surety company satisfactory to the Village, and duly authorized to do business in the State of New

Mexico and approved in Federal circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are include in the Contract documents.

35. **Insurance:**
    a. **Certificate of insurance:** The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.
    b. **Workmen's Compensation Insurance**: The successful Bidder shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the State of New Mexico.
    c. **Automobile Insurance**: The successful Bidder shall carry and maintain during the life of the agreement: Comprehensive Automobile Bodily Injury Liability Insurance with:
        - $500,000 each person and
        - $1,000,000 each accident; together with Property Damage Liability with Limits
        - $500,000 each accident and
        - $1,000,000 aggregate

        Or successful Bidder may carry a policy with a combined single limit of $1,000,000

        This policy shall include all liability of the bidder arising from the operation of all self-owned motor vehicles used in the performance of the agreement; and shall also include a "non-ownership" provision covering the operation of motor vehicles not owned by the bidder, but used in the performance of the work.
    d. **Comprehensive General Liability:**
        - Bodily Injury: and Property Damage $1,000,000
        - Products/completed Operations $1,000,000
        - Umbrella policy $5,000,000

        This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Village against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

        The following entities shall be named as additional insured on the General Contractor's and Subcontractors' Comprehensive General Liability, Umbrella:
        - Village of Ruidoso, its officers and employees and agents
    e. Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any of the work under the agreement shall comply with the foregoing insurance requirements stipulated under paragraphs a, b, c, and d with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Village before commencing any work, as hereinbefore stipulated.

36. **Licenses:** Bidder shall maintain in current status all Federal, State and Local Licenses and permits required. Copies of Contractor's license must be included with bidding documents

37. **Funding**: Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the services contemplated by this Invitation for bid.

38. **Commence Work**: The successful Offeror shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the Village of Ruidoso. The successful offeror will perform all services indicated in the Bid in compliance with the negotiated contract. The successful offeror must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.

39. **Due Diligence:** Offerors shall have no claim against the Village for failure to obtain information made available by the Village which the Offeror could have remedied through the exercise of due diligence.

40. **Signing of Bids and authorization to negotiate**: The original Bid shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the Village in connection with this BID. In addition, the Offeror shall provide evidence, in the form of a duly adopted resolution of its governing body, of the capacity of the person signing the Bid to bind the Offeror should its Bid be accepted by the Village.

41. **Subcontractors:** The Offeror shall not subcontract any portion of the services to be performed under this request for Bid without written approval from the "Village of Ruidoso.

42. **Debarred or Suspended Contractors**: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

43. **Termination for Cause:** The Village may terminate this contract, or any part hereof, for cause in the event of any default by the successful Bidder, or it the Bidder fails to comply with any agreement terms and conditions, or fails to provide the Village, upon request, with adequate assurances of future performance. In the event of termination for cause, the Village shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Bidder shall be liable to the Village for any and all rights and remedies provided by law. If it is determined that the Village improperly terminated this agreement for default, such termination shall be deemed a termination for convenience.

44. **Notice of Contract Requirements binding on Offeror:**
    a. In submitting this Bid, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Bids dealing with federal, state and local requirements which are a part of these Request for Bids.
    b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

45. **Rejection or Cancellation of Bids:** This Invitation for Bids may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

46. **Campaign Disclosure Form**: Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for Bids. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Bid.

47. **Laws and Regulations**: This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The Village also requires that all responses to this BID, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.

48. **Ownership of Documents**: All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, data bases, and all related data base programming, produced by the contractor shall be the property of the Village. All documents submitted in response to this BID shall become property of the Village. Any technical or user documents submitted with the Bids of non-selected Offerors shall be returned after the expiration of the protest period.

49. **Equal Opportunity Employer**: The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.

50. **Liquidated Damages**: Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Bid, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of One Thousand Dollars ($1000.00) per consecutive calendar day, not as penalty, but as liquidated damages for such breach of the Contract.

GENERAL INFORMATION FOR BIDDERS

1. **Tax Exemption Certificate**. The Village of Ruidoso holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate will be provided upon request. Services (including construction or construction materials) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require

all subcontractors to comply with it. Do not include tax in your bid price. Tax must be shown as a separate item on bid and all invoices.

2. **Brand Names**:
   - **a.** It is intended that bid specifications permit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of the Village. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature should be included for bid evaluation purposes. Include sample(s) if specifically requested. Samples, when requested must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his/her expense. Failure to provide this information may disqualify your bid. Determination by the Village as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.
   - **b.** If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule. Equal shall be taken in its general sense and shall not mean identical.
   - **c.** Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The Village of Ruidoso shall be the sole judge of equality in their best interest and decisions of the Village of Ruidoso as to equality shall be final.
   - **d.** All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Successful bidder must submit applicable warranties and/or guarantee in writing to the Purchasing Department, Village of Ruidoso.

3. **Delivery**:
   - a. Bid must show number of days required to place material in receiving agency's designated location under normal conditions, if a delivery date is not stated. A difference in delivery time promise may break a tie bid. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
   - b. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Agent of the Village to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

4. **Award**: Award will be made to the lowest responsible and responsive Bidder taking into consideration prior qualifications and capabilities of the bidder, availability of

funds and any other relevant factors. Following determination of the low bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Village of Ruidoso council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Village council also reserves the right to accept the bid(s) that is deemed most advantageous to the Village. Failure to submit requested information/documentation or the submission of incorrect information/ documentation may result in disqualification of bid.

5. **Packing, Shipping, and Invoicing:**
    a. Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to the Village at the F.O.B. point shown, subject to the right of the Village to reject upon inspection. All bids must be F.O.B. destination.
    b. The purchase order number, vendors name and address shall be shown on each packing and delivery ticket, package, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment
    c. Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Materials, supplies or services shall be furnished as specified, free from all defects in workmanship, materials and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, the Village may reject them and require the Seller to correct without charge, or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by the Village, the Village may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to the Village under other provisions in these terms and conditions, shall reimburse the Village for all related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test program and procedures required by the specifications are in addition to, and do not limit, The Village's rights as provided in this section.

VILLAGE OF RUIDOSO
BID OPENING PROCEDURES

1. The Village of Ruidoso reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any item on the bid.
2. In case of an error in the extension of prices in the bid, the unit price will govern.
3. Time in connection with discount offered will be computed from the date of delivery or from the date a correct bill is rendered on proper voucher form, certified by contractor, is received, whichever date is latest.
4. The Procurement Code, sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. All bids must be clearly marked on the outside of the envelope with the bid number and opening date. Should a bid be opened prior to the official opening date due to lack of proper marking, it will be rejected.
6. All interested parties are invited to attend the bid openings of the Village of Ruidoso.
7. Bids will be opened and read aloud at precisely the time, date and place stipulated in the Invitation to Bid and in the legal notice published in the newspaper.
8. Bids will be opened and read aloud in front of whoever is present at the scheduled time and place.
9. Each bid will be evaluated by the Purchasing Agent and the appropriate department or committee. Acceptable exceptions to specifications will be determined by the Purchasing Agent with the aid of the appropriate department head.
10. The Purchasing Agent and the department or committee will rule on any point in need of clarification.
11. The apparent low bidder meeting specifications will be determined by the Purchasing Agent and the department or committee, when required.
12. Following determination of the low bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid.
13. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award.
14. Bidders request for resident preference will be honored only when the provisions of § 13-1-21 and §13-1-22 of the New Mexico State Statutes have been met.
15. Bidders request for Veterans' Resident preference will be honored only when the provisions of § Chapter 13, Articles 1 and 4 NMSA 1978 have been met.
16. Bidders are instructed not to submit alternate bids unless instructed to do so as alternate bids under these circumstances will not be considered.
17. Notice is hereby given that the Village of Ruidoso Council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities.
18. One complete copy of the bid, to include Invitation to Bid, Specifications and any other requested literature must be submitted with the Bid.
19. All bids must be valid for a minimum of 60 days after bid opening unless otherwise stated on the Bid or Proposal Sheet by the individual bidder to the Village of Ruidoso.
20. All bidders who are engaged in business within the municipal limits of the Village shall be licensed to do business by the Village of Ruidoso.

BID FORM

IFB# 2017-008B

Drill Out and Replace Nested Piezometer MW-4

The objectives of this project are to drill out and replace nested piezometer MW-4. The nested piezometer consists of two casing strings completed with 2.5-in. nominal diameter casing in a single borehole. The selected Contractor must be able to complete this project timely. Therefore, the contractor selected to perform the work must be readily available to begin and complete the work. Work may be performed on a 24-hour per day basis. The minimum work day shall be not less than 8 hours excluding Contractor's travel time to and from the site. This Invitation for Bid is to select a Contractor to carry out the work identified in the accompanying plans and specifications.

By submitting this bid, Bidder hereby proposes to furnish all bonding, insurance, supervision, technical personnel, labor, materials, tools, appurtenances, equipment and services (including all water, utility, and transportation services) required to construct and complete the improvements identified in the plans and specifications. Bidder further acknowledges that if successful, Bidder as Contractor shall be responsible for all permits, fees, and State and Village inspections associated with the construction, and shall be responsible for verifications of all items, measurements and dimensions for bidding.

To: Village of Ruidoso DATE:

_____

Purchasing Agent
311 Center St.
Ruidoso, NM 88345

From: _____
Name of Bidder

The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other bidding documents. This bid will remain subject to acceptance for 90 days after the day of the Bid Opening.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

1. Acknowledgement of Addenda:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

2. The Bidder has familiarized himself with the nature and extent of the bidding documents, work, site, locality and all applicable conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

3. Bidder has given the Village of Ruidoso Purchasing Agent written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Purchasing Agent is acceptable to the Bidder.

4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Village of Ruidoso.

5. The Village of Ruidoso intends to award the contract within ten (10) days after the bid opening. The Contractor shall provide to the Village of Ruidoso within ten (10) days after award, six signed copies of the contract along with the required bonds and certificates of insurance. It is the Village of Ruidoso intent to execute all seven (6) copies within six (6) days after receipt of the signed documents and issue a written "Notice to Proceed" within 10 (10) working days after execution of the Contract.

6. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.

7. If requested, the Bidder agrees to furnish to the Village all information and data necessary for the Village to determine the ability of the Bidder to perform the work.

8. Sub-contractors whose potential work exceeds $5,000.00 must be listed on SFPA-1 at the time bids are submitted. This is for compliance with the New Mexico Subcontractor's Fair Practices Act.

9. Bidder's company name shall be written in space provided on the bid proposal form and on the subcontractors list.

10. Bid Bond: Each Bidder shall submit with his bid a certificate check, cashier's check on a solvent bank, or an acceptable bidding bond in the amount of 5 percent of the total bid shown on the bid. This security shall be made payable to the Owner and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any contract awarded him, in accordance with the terms of his bid, within 10 days after notification of award.

11. Labor and Material, and Performance Bond: The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Labor and Material Bond and a Performance Bond in an amount of 100% of bid amount; said bonds shall be secured from a surety company satisfactory to the Village, and duly authorized to do business in the State of New Mexico and approved in Federal circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are include in the Contract documents.

12. CAMPAIGN DISCLOSURE FORM Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and NMSA 1978. § 13-1-191.1 (2006), as amended by Laws of 2007. Chapter 234, any prospective contractor (engineer or architect) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal. This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

13. Successful Offeror(s) will comply and obtain a Village of Ruidoso business license within ten (10) days of successful Bid Award.

SPECIAL CONDITIONS

1. AUTHORITY OF the Owner. The Owner shall have full authority to perform inspection of the project during construction and reserves the right to require the Contractor or its representative to take necessary action if the approved specifications are not being met. The Contractor's persistent failure to perform the Work in accordance with the Bid Specifications (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the required work schedule, or failure to adhere to the established Progress Schedule) shall justify the Owner's termination of work notification to the Contractor.

2. COMMENCEMENT AND COMPLETION. The Contractor shall commence work within 10 days after receipt of written Notice to Proceed from the Owner. Work must be substantially complete and all items of work must be completed as specified in the Bid Proposal.

3. EMERGENCY PROVISIONS. The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the Ruidoso Chief of Police, the Fire Chief, and the Utilities Director.

COST PROPOSALS

VILLAGE OF RUIDOSO
DRILL OUT AND REPLACE NESTED PIEZOMETER MW-4
OCTOBER 2016

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
1	mobilization and demobilization	1	LS		
2	earthen pit, 15' by 15' by 3' deep	1	LS		
3	drill out borehole/piezometers, 8-in	802	LF		
4	PVC blank casing, 2.5-in sch. 80	1173	LF		
5	stainless perforated casing, 2.5-in	20	LF		
6	stainless blank casing, 2.5-in	20	LF		
7	8-16 silica sand filter gravel	152	LF		
8	10-20 silica sand	4	LF		
9	¼-in coated bentonite pellets	646	LF		
10	well development	12	HR		
11	wellhead completion	1	LS		
	Bid Lot Total, Replace MW-4 (Add 1 thru 11)				

SUB-TOTAL OF BASE BID FOR $_____

NEW MEXICO GROSS-RECEIPTS TAX @ _____% $_____

B. Additive Alternate: Remove and Replace Conductor Casing

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
1	remove and replace existing conductor casing with larger diameter casing	40	LF		
		Replace Conductor Casing			

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within ten (10) days execute and return to the VILLAGE the prescribed construction contract and bonds.

THIS BID PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

_____

Name of Bidder's Company

_____

Signature: Representative Date

_____

Printed Name & Title of Authorized Signature

Bidder's New Mexico Contractor's
License Number and Classification:

_____

Bidder's Address:

_____

_____

_____

Bidder's Telephone Number:

_____

SUBCONTRACTORS FAIR PRACTICES ACT

REQUIRED LISTING

VILLAGE OF RUIDOSO, NEW MEXICO

Bidders' listing of subcontractors for compliance with Subcontractors Fair Practices Act. This sheet must be filled in.

PROJECT: Drill Out and Replace Nested Piezometer MW4

Bidder must list sub-contractors where estimated work exceeds five thousand dollars ($5,000.00). List only one subcontractor per category of work. This listing must be filled out with either a subcontractor's name or the words "no subcontractor to be used" or "no bid was received" corresponding to each category. Failure to fill in this sheet may result in a non-responsive bid, which may be rejected.

SUBCONTRACTOR'S NAME	ADDRESS	CATEGORY

REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION
(In Lieu of IRS Form W-9)

Please complete or make changes to following information:

Vendor Name: _____

Street Address: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

Representative: _____

Type of Organization (Check One) ( ) Single ( ) Partnership ( ) Corporation

( ) Government ( ) Medical Provider

Federal Tax ID No. or Social Security No.: _____

New Mexico CRS Number (if applicable): _____

Is your firm designated as a non-profit organization? _____ Yes _____ No

Is your firm exempt from income tax? _____ Yes _____ No

Is your firm a dealer of retail supplies or
provide a service for which you furnish parts? _____ Yes _____ No

Payment Terms: Village of Ruidoso pays net within 30 days of receipt of invoice unless otherwise stated below:

_____ NET 30 DAYS _____

Certification – Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service(IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition of abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Signature: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and the _____, of , hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar ($_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Drill Out and Replace Nested Piezometer MW-4

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ___ day of _____, 20 ___, in the presence of:

_____ _____

WITNESS

PRINCIPAL: _____

_____

TITLE: _____

_____ _____

WITNESS

SURETY:_____

_____

TITLE: _____

CONTRACT

THIS CONTRACT, made this ___ day of _____, 20___, between the Village of Ruidoso and _____ (State whether individual, partnership, corporation or joint venture; if incorporated, give State of incorporation) of _____ or its successors and assigns, hereinafter called the Contractor.

WITNESSETH: That the Contractor, in consideration of the payment or payments herein specified and agreed to by the Village of Ruidoso, hereby covenants and agrees to furnish and deliver all the labor, materials, and equipment necessary to do and perform all the work required for the operation of

Drill Out and Replace Nested Piezometer MW-4

at the unit prices bid by the said Contractor for the respective estimated quantities aggregating approximately the sum of _____ (excluding Gross Receipts Tax), and other items as are mentioned in the contract documents, including the original bid proposal, which proposal and prices named, together with Notice to Bidders and Information for Bidders, Specifications, and Supplemental Specifications are made a part of this contract and accepted as such.

The Contractor shall perform the work above described for the amount stated above in strict accordance with the unit prices bid and the plans and specifications to the complete approval of and acceptance by the Village of Ruidoso and in accordance with the laws of the State of New Mexico and Federal laws, rules, and regulations pertaining thereto.

The Contractor agrees that the work will be accomplished in a timely and efficient manner.

The Contractor agrees to receive the prices set forth in the proposal as compensation for furnishing all the materials, equipment, and labor which may be required in the prosecution and completion of the work to be done under this contract.

The Performance Bond, and Labor and Material Bond given by the Contractor to secure the proper compliance with the terms and provisions of this contract are hereto attached and made a part hereof.

In the event that the Contractor cannot or will not complete the project as specified, the VILLAGE will hire another contractor to complete the work at the sole expense of the Contractor. The VILLAGE will select the replacement contractor without input or consultation from the Contractor.

IN WITNESS WHEREOF the Mayor of the Village of Ruidoso by authority in him vested, has executed this contract on its behalf and affixed its seal hereto, and the said _____ have hereunto set their hand and seals, the day and year first above written.

OWNER: Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

By: _____ Attest:_____
Tom Battin, Mayor Irma Devine, Village Clerk

CONTRACT (cont'd)

CONTRACTOR:
_____

(Corporate Seal) Contractor

New Mexico State Contractor's License No. _____
_____

ATTEST:
By:_____
(Witness)

Title:_____

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed in behalf of a Corporation)

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20___, by _____ of _____, a

_____ _____ _____
(Name and Title of Officer) (Name of Corporation) (State of Incorp.)

My Commission Expires:

_____ _____
Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____as Principal, hereinafter called "Contractor," and _____ (insert the legal title of Surety) as Surety, hereinafter called "Surety," are held and firmly bound unto Village of Ruidoso, as Obligee, hereinafter called the "Owner," in the amount of _____ excluding Gross Receipts Tax for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20___, entered into a Contract with the Village for

Drill Out and Replace Nested Piezometer MW-4

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Village.

Whenever Contractor shall be, and declared by the Village to be in default under the Contract, the Village having performed the Village's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,

2. Obtain a bid or bids for submission to the Village for completing the Contract in accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph shall mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

The Contractor shall guarantee any and all work performed under this Bond against defective materials and workmanship, for a period of one-year following its completion and acceptance.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators or successors of the Village.

SIGNED AND SEALED THIS ____ day of _____, 20___.

_____	_____
WITNESS	Principal's Signature
	_____
	Name
	_____
	Title
_____	_____
WITNESS	Surety (Signature)
	_____
	Name
	_____
	Title

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that_____, hereinafter called "Principal," and _____ as Surety, hereinafter called "Surety," are held and firmly bound unto Village of Ruidoso, as Obligee, hereinafter called "Owner," for the use and benefit of claimants as herein below defined, in the amount of$_____ excluding Gross Receipts Tax, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with the Village for:

Drill Out and Replace Nested Piezometer MW-4

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions: A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract. The above named Principal and Surety hereby jointly and severally agree with the Village that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Village shall not be liable for the payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Village, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in any for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part

thereof, is situated, and not elsewhere. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Surety of mechanics' liens, which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED this ____ day of _____, 20___, in the presence of:

_____

WITNESS Principal's Signature

_____

Name

_____

Title

_____ _____

WITNESS Surety (Signature)

_____

Name

_____

Title

RESIDENT AGENT'S AFFIDAVIT

(To be filled in by Agent countersigning bond)

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says that he is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that certain bonds given to indemnify Village of Ruidoso in connection with the:

Drill Out and Replace Nested Piezometer MW-4

dated this ___ day of _____, 20__, executed by _____Contractor, as principal and Surety, and countersigned by this deponent as licensed agent in this state, were made, issued, and delivered in full compliance with Section 60-417 of New Mexico Statutes 1941, Annotated; and deponent further states that said bonds were written, signed, and delivered by him, and the premium on the same has been or will be collected by him, and that the full commission thereon has been or will be retained by him, except as provided in said statute.

Subscribed and sworn to before me, a notary public, in and for the County of_____ this day of _____, 20____.

My Commission Expires:

_____ _____
Notary Public

Resident Agent's Address:

RELATED PARTY DISCLOSURE

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

   Yes_____ No ____

_____

_____

2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following transactions in the last 12 months which Village of Ruidoso was, is to be, a party?

	Yes	No
Sales, Purchase or leasing property	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments?	_____	_____

_____

_____

3. Does any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso?

   Yes_____ No_____

_____

_____

4. At any time during the last 12 months did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso?

   Yes_____ No _____

_____

_____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

   Yes _____ No _____

_____

_____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ Date: _____

(Print Name and Title) _____

DEBARMENT CERTIFICATION
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all
   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;
3. Are not presently indicted for or 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
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____
Typed Name & Title of Authorized Representative

_____ _____
Date Signature of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF_____)
) SS
COUNTY OF_____)

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
who submits herewith to the Village of Ruidoso, a proposal/bid:
That all statement of fact in such proposal/bid is true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,
That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED and sworn to before me this _____ day of _____20 __.

Notary Public: _____

My commission expires: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for bids and ending with the award of the contract or the cancellation of the request for bids.

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

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS MADE TO: Elected Officials

Contribution Made By: _____

_____

Relation to Prospective Contractor: _____

_____

Name of Applicable Public Official: _____

_____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

_____

(Attach extra pages if necessary)

_____ _____

Signature Title (Position)

_____

Date

–OR–

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Title (Position)

_____

Date

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

DRILL OUT AND REPLACE
NESTED PIEZOMETER MW-4
VILLAGE OF RUIDOSO, NEW MEXICO

October 2016

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TECHNICAL SPECIFICATIONS

DRILL OUT AND REPLACE
NESTED PIEZOMETER MW-4
VILLAGE OF RUIDOSO, NEW MEXICO

1.0 GENERAL

A. The work includes the furnishing of all labor, material, transportation, tools, supplies, plant, equipment, and appurtenances necessary to complete the satisfactory drilling out of existing well materials, record keeping, sample collection, installation of new piezometers, gravel packing, annular seal placement, development, wellhead completion, and restoration of the site.

B. Work shall be completed in strict accordance with the specifications and drawings. Figure 1 is a map showing the proposed well location and location of discharge area, Figure 2 is a diagram of the existing piezometer nest, and Figure 3 is a diagram of the replacement piezometer nest.

C. The work required for the project includes, but is not limited to, the following:

1. Move equipment on-site and rig up.
2. Install earthen pit to contain water produced during drilling
3. Drill out existing piezometers to total depth.
4. Collect samples to verify materials being drilled out.
5. Install blank casing and well screens as specified.
6. Install filter gravel and annular seals in the annulus as specified.
7. Develop well by air-lift pumping and bailing.
8. Install locking steel protective cover and complete wellhead.
9. Clean and restore work site.

D. The existing piezometers were vandalized. It appears that rocks and woody debris were placed into the casings. The objective of the project is to drill out the existing piezometers and recomplete them as closely as possible, with new materials installed at the same depths.

2.0 GEOLOGY

A. The geology at the site is anticipated to consist of about 20 ft of alluvium underlain by Tertiary-age Sierra Blanca Volcanics to total depth. Contractor shall verify site conditions as may be deemed necessary to adequately complete the specified work.

3.0 EXISTING PIEZOMETER NEST MW-4

A. The US Geological Survey (USGS) installed the existing piezometer nest. Drilling was performed using direct air-rotary methods. The piezometer nest consists of two piezometers, referred to as MW-4B and MW-4C, completed in a single borehole. Completion information is summarized in the table below and the well completion detail from the USGS is provided as Figure 2.

Table 1. Summary of completions for existing 2.5-in. diameter piezometers MW-4B and MW-4C, North Fork Eagle Creek.

Piezometer	Borehole depth, ft bgl	Borehole dia., in.	Surface casing dia., in	Schd. 80 PVC blank casing, depth, ft bgl	Stainless steel screen, ft bgl	Stainless steel sump, ft bgl
MW-4B	802	8 (40-720')	*8	390	390-400	400-410
MW-4C	802	6.75 (720-802')	*8	777	777-787	787-797

*It is assumed that the surface casing was installed prior to drilling the 8-in. diameter borehole to 720 ft bgl.

B. Additional details regarding the geology and piezometer completions can be found in the USGS publication *Hydrology of Eagle Creek Basin and Effects of Groundwater Pumping on Streamflow, 1969-2009, Scientific Investigations Report 2010-5205, Revised November 2010.*

4.0 SUBMITTALS

A. Contractor shall provide a schedule for completing the project. Schedule shall be based on the number of days to complete after receiving notice to proceed.

B. Contractor shall be responsible for obtaining appropriate permits for discharging water to the earthen pit as may be required by the New Mexico Environment Department, or the EPA. The Village of Ruidoso will obtain permits that may be required from the US Forest Service.

5.0 HEALTH AND SAFETY

A. Prior to beginning work at the site, Contractor shall submit a site specific health and safety plan that is acceptable to the Village of Ruidoso. Cost of developing the plan shall be considered incidental to the project.

6.0 SANITARY FACILITIES

A. The Contractor shall provide and maintain portable sanitary toilet facilities at the work site for the duration of the project. Facilities shall be maintained at regular intervals. Contractor's costs associated with providing and maintaining sanitary toilet facilities are considered incidental to the project, and no separate payment will be made.

7.0 CONTRACTOR COMMUNICATION WITH VILLAGE AND PROJECT REPRESENTATIVE

A. The Contractor shall provide a hospitable working environment, including, but not limited to, a clean work site, and communicating with Village staff and employees and the Project Representative in a non-hostile or threatening manner.

B. Village staff or employees and the Village's Project Representative may request verbal or written information from the Contractor. The Contractor shall provide such information in a non-hostile and timely manner.

C. Any owner, employee, or subcontractor of the Contractor that provides a hostile work environment, communicates with the Village or Project representative in a hostile or combative manner as solely determined by the Village or Project Representative, shall be required to immediately leave the site and shall not return to site for the remainder of the project. The decision to remove an owner or employee of the Contractor, or subcontractor of the Contractor shall be made solely by the Project Representative, or the Village.

8.0 MATERIALS

A. Blank PVC casing shall consist of 2.5-in. nominal diameter, schedule 80 PVC. All joints shall be factory manufactured flush threaded. Casing shall be new, free from defects, and shall not have oil, grease, dirt, excessive scratches, or markings not provided by the manufacturer.

B. Screen shall be 2.5-in. nominal diameter Type 304 stainless steel, with 0.010-in. wide factory manufactured openings. All joints shall be factory manufactured flush threaded with the same thread configuration as the blank PVC casing. Screen shall be new, free from defects, and shall not have oil, grease, dirt, excessive scratches, or markings not provided by the manufacturer.

C. Blank stainless steel casing shall be 2.5-in. nominal diameter Type 304 stainless steel. All joints shall be factory manufactured flush threaded with the same thread configuration as the blank stainless steel screen and PVC casing. Casing shall be new, free from defects, and shall not have oil, grease, dirt, excessive scratches, or markings not provided by the manufacturer.

D. End cap shall be 2.5-in. nominal diameter Type 304 stainless steel and shall be factory manufactured flush threaded with the same thread configuration as the blank stainless steel screen and PVC casing. Cap shall be new, free from defects, and shall not have oil, grease, dirt, excessive scratches, or markings not provided by the manufacturer.

E. Filter gravel around the screen sections shall consist of 8-16 gradation silica sand provided by Colorado Silica Sand, Daniels Industrial Sand, Premier Silica, or approved equal.

F. Silica sand placed above the top of the filter gravel shall consist of 10-20 gradation silica sand provided by Colorado Silica Sand, Daniels Industrial Sand, Premier Silica, or approved equal.

G. Annular seals shall consist of ¼-in. bentonite pellets manufactured for environmental completions. Pellets shall be coated to slow down the initial hydration process to allow installation by tremie pipe.

H. Additive-alternate, if needed: conductor casing shall be at least 8.625-in. outside diameter, ¼-in. wall thickness, mild steel. Inside diameter shall be adequate to allow passage of 8-in. diameter drill bit after installation.

9.0 DRILLING

A. It is assumed that the existing 8-in. diameter conductor casing (fig. 2) was installed prior to drilling the 8-in. diameter borehole to 720 ft bgl (assuming standard 8.625-in. diameter, ¼-in. wall conductor) If an 8-in. bit cannot be advanced through the existing conductor casing, then the conductor would have to be removed and replaced. This would be done as an additive-alternate bid item. See measurements and payments section and additive-alternate bid tab.

B. Drilling shall be performed using direct or reverse air-rotary methods. Water may be injected during the drilling process. All water shall be from a potable water source. Water from creeks, rivers, ponds, ditches, non-potable wells, and the like may not be used for drilling water.

C. Borehole diameter shall be 8-in.

D. A tally shall be kept of all bits, subs, cross-overs, drill collars and drill pipe run into the borehole. Tally shall be kept of each joint, and each joint shall be measured to the nearest 0.01 ft.

E. All materials and cuttings produced during drilling shall be discharged to an above ground steel tank, or similar, to remove existing completion materials prior to discharging water to the earthen pit.

F. Drilling additives shall not be used unless deemed necessary to complete the project. If additives such as such as "soap" or "foam" are necessary to complete the project, the produced water shall be de-foamed on site prior to discharging to the earthen pit. Any additive used shall be NSF approved for use in water supply wells.

G. After drilled out materials and cuttings have been removed, water produced during drilling shall be conveyed via piping or lay-flat type hose to an earthen pit constructed by the Contractor. The pit shall be on the east side of Forest Road 127A, and on the west side of North Fork Eagle Creek (Figure 1). The pit shall be at least 3 ft deep and 15 ft by 15 ft in width. Conveyance of the water across Forest Road 127A shall be such that traffic can use the road without interruption.

H. Water shall not be allowed to discharge into North Fork Eagle Creek or the drainage from Carlton Canyon. Work shall stop if any water produced during drilling and related activities has the potential to flow into surface water systems.

10.0 PIEZOMETER COMPLETION

A. All well casing, screen, and annular materials shall be available for installation within 24 hours of drilling out the existing materials. Completion of the piezometers shall begin as soon as possible after the existing materials are drilled out.

B. Casing and screen shall be handled by methods and means that prevent them from being damaged during installation and completion.

C. All annular materials shall be installed using a tremie pipe. A tally shall be kept of each joint of tremie or other piping run into the borehole to the nearest 0.01 ft.

D. Casing strings shall be held in suspension until all annular materials are placed.

E. Completion of each piezometer including placement of annular materials shall be as shown on Figure 3.

11.0 DEVELOPMENT

A. Initial development shall consist of air-lift pumping each piezometer string. Depth to water in the area is highly variable and may range from 50 to 200 ft. Contractor shall not use excessive air pressure or volume in order to protect the casing from damage. In the event that the depth to water is too great and the Contractor deems it unsafe to air-lift develop the piezometer strings, the piezometers will be developed solely by bailing.

B. Bailing will be performed following air-lift development, or in the case the piezometers cannot be safely developed by air-lifting, then development will be solely by bailing. Bailer shall be either disinfected stainless steel, or new PVC. Light weight disposable type bailers will not be allowed.

C. Bailing shall be performed by running the bailer on a wire rope from a pump rig or drilling rig sand line (high speed winch). The wire rope shall be clean and not contain oil, grease, dirt, or debris. Bailing by hand will not be allowed. The bailer shall be run through the entire piezometer string for each bailer run.

D. All development water shall be conveyed to the earthen pit.

12.0 SURFACE COMPLETION

A. The current wellhead completion includes a locking 10-inch steel protective cover. If this cover must be removed or cut down to allow access for the drilling work, it shall be replaced. The protective cover must extend a minimum of 3 ft above the ground surface and be cemented in place at least one ft below ground surface.

B. Drainage shall be provided near the bottom of the protective cover to prevent it from filling with water. A small interval of gravel shall be installed inside the cover across the drain holes to prevent insects and debris from entering the cover.

C. A 2 ft by 2 ft by 4-in. thick concrete pad exists around the protective 10-in. steel casing. If it is damaged during the work or must be removed to complete the work it shall be replaced.

D. The top of casing for each piezometer string shall extend 2.5 ft above the ground surface. Each piezometer string shall be labelled with a metal tag affixed to the casing.

E. Each piezometer string shall be capped with a factory-manufactured hand-removable waterproof cap. The cap shall be equipped with a thick rubber compression gasket that will prevent water from entering the well even if the wellhead is submerged.

13.0 SITE RESTORATION

A. Upon completion of the work, the Contractor shall restore the site to a condition as near to the original condition of the site as possible. All trash, debris, cuttings, and materials shall be removed from the site and disposed of in accordance with applicable State and Federal regulations.

B. The earthen pit shall be backfilled and re-contoured to match the adjoining topography.

C. ~~All~~ All costs incurred in connection with the disposal of trash and site restoration shall be incidental to the Contract and shall be included in the Contract Price.

14.0 MEASUREMENT AND PAYMENT

A. All measurements and payments will be based on completed work performed in strict accordance with the drawings and specifications and in accordance with contract unit-prices. Incidental work and items not listed in the contract unit-price schedule will not be paid for separately, and will be considered incidental to which such work applies. Minor variations in methods proposed herein, including but not limited to installation of greater quantities of annular materials than proposed, shall be performed at the unit prices bid, and shall not be considered additional services beyond the scope of the project specifications. No "hard-rock" or "impenetrable formation" clauses will be accepted or apply to this project.

Measurements

1. Mobilization and Demobilization: Mobilization and demobilization will be measured on a lump-sum basis.

2. Earthen Pit for Produced Water; Construction of an earthen pit as specified will be measured on a lump sum basis.

3. Drilling out Existing Borehole and Piezometers: Drilling out the existing borehole and piezometers as specified will be measured from the surface to total depth.

4. PVC Blank Casing: PVC blank casing will be measured from end of blank pipe to end of blank pipe acceptably installed.

5. Stainless Steel Perforated Casing: Stainless steel perforated casing will be measured from end of perforated pipe to end of perforated pipe acceptably installed.

6. Stainless Steel Blank Casing; Stainless steel blank casing will be measured from end of blank pipe to end of blank pipe acceptably installed. End caps shall be considered incidental and no measurement will be made.

7. 8-16 Silica Sand Filter Gravel: 8-16 gradation filter gravel envelope will be measured per linear foot acceptably installed.

8. 10-20 Silica Sand; 10-20 gradation silica sand will be measured per linear foot acceptably installed.

9. ¼-in. Bentonite Pellets: Bentonite pellets will be measured per linear foot acceptably installed.

10. Well Development: Development will be measured per hour for the various types of development work actually performed, exclusive of breakdown time. Setting and pulling development tools, and removal of sediment from the bottom of the well, shall be considered incidental to development. No measurement of time involving preparation, installation, or removal of tools, or interruption of development, will be recognized.

11. Wellhead Completion: The wellhead completion will be measured on the wellhead acceptably installed as specified.

B. Measurement, Additive-Alternate Item

1. Additive-Alternate, Remove and Replace Conductor Casing: If needed, removal and replacement of conductor casing will be measured from end of blank pipe to end of blank pipe acceptably installed.

C. Payments

1. Mobilization and Demobilization: Mobilization and demobilization of drilling, well construction, pit construction equipment, restoration equipment, and development equipment will be paid for at the lump-sum contract price which shall constitute full compensation for site preparation, bringing equipment, demobilization of equipment, disposal of excess materials, cleaning up after completion of the work, pit and site restoration, and other appurtenances and incidental items not specifically called out in the bid proposal. **All work will be done in one mobilization.** No second mobilization and/or demobilization will be authorized.

2. Earthen Pit Construction; Payment will be made at the contract unit price for an earthen pit measured.

3. Drilling out Existing Borehole and Piezometers: Payment will be made at the contract unit price per linear foot measured.

4. PVC Blank Casing: Payment will be made at the contract unit price per linear foot measured.

5. Stainless Steel Perforated Casing: Payment will be made at the contract unit price per linear foot measured.

6. Stainless Steel Blank Casing; Payment will be made at the contract unit price per linear foot measured.

7. 8-16 Silica Sand Filter Gravel: Payment will be made at the contract unit price per linear foot measured.

8. 10-20 Silica Sand: Payment will be made at the contract unit price per linear foot measured.

9. ¼-in. Bentonite Pellets: Payment will be made at the contract unit price per linear foot measured.

10. Well Development: Payment will be made at the contract unit price per hour measured. No payment for time involving preparation, installation, or removal of tools, bailing sediment from the bottom of the well, or interruption of development work will be made.

11. Wellhead Completion: Payment will be made at the lump-sum unit price for the assembly successfully installed and accepted by the owner.

D. Payment, Additive-Alternate Item

1. Additive-Alternate, Remove and Replace Conductor Casing; If needed, payment will be made at the contract unit price per linear foot measured.

aerial photography: NAIP 2014

Figure 1. Aerial photograph showing location of existing nested piezometer MW-4 and discharge pit along North Fork Eagle Creek, Lincoln County, New Mexico.

DRAFT

JOHN SHOMAKER & ASSOCIATES, INC.

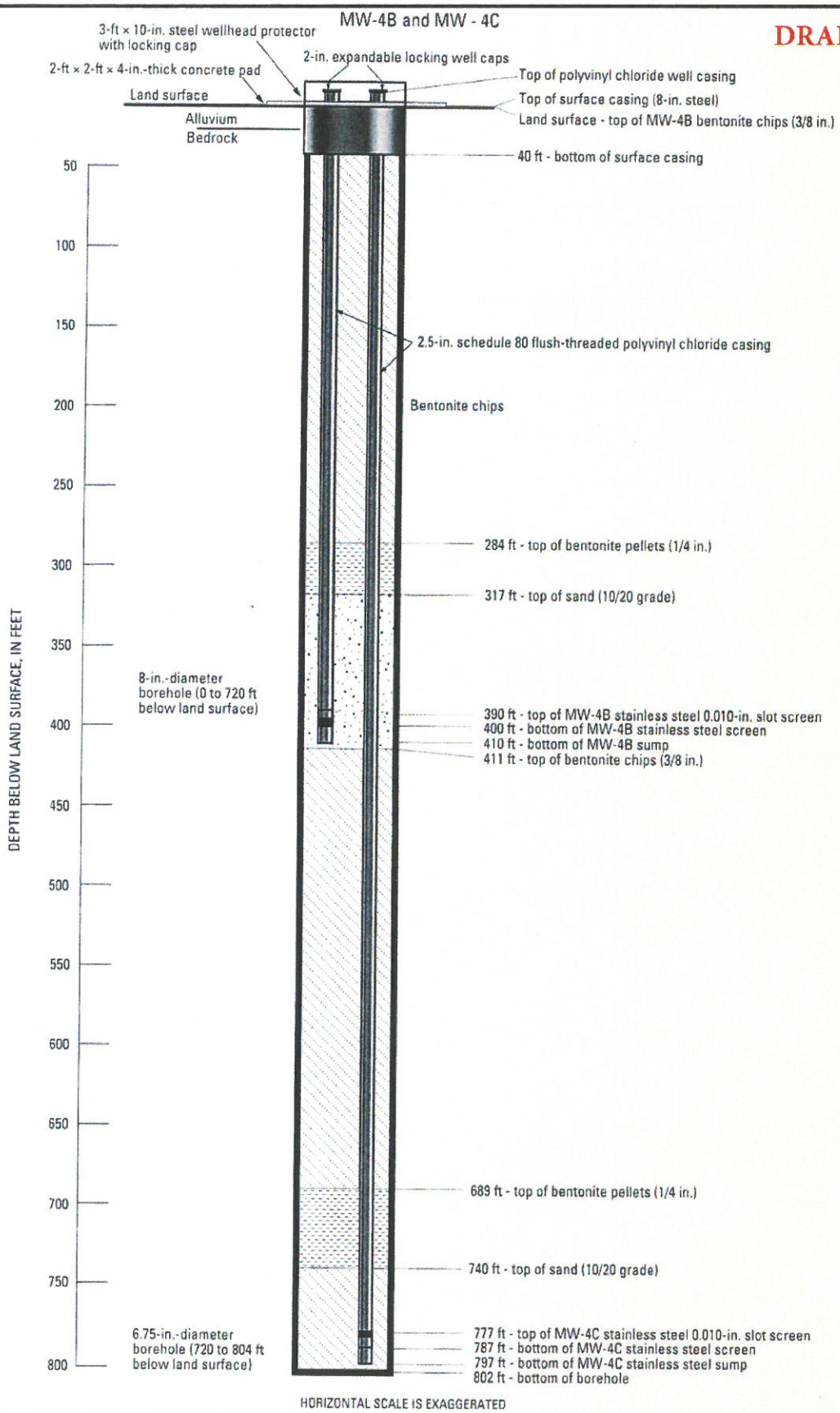

Figure 2. Existing MW-4B and MW-4C Piezometers, from *Hydrology of Eagle Creek Basin and Effects of Groundwater Pumping on Streamflow, 1969-2009, Scientific Investigations Report 2015-5205, Revised November 2010.*

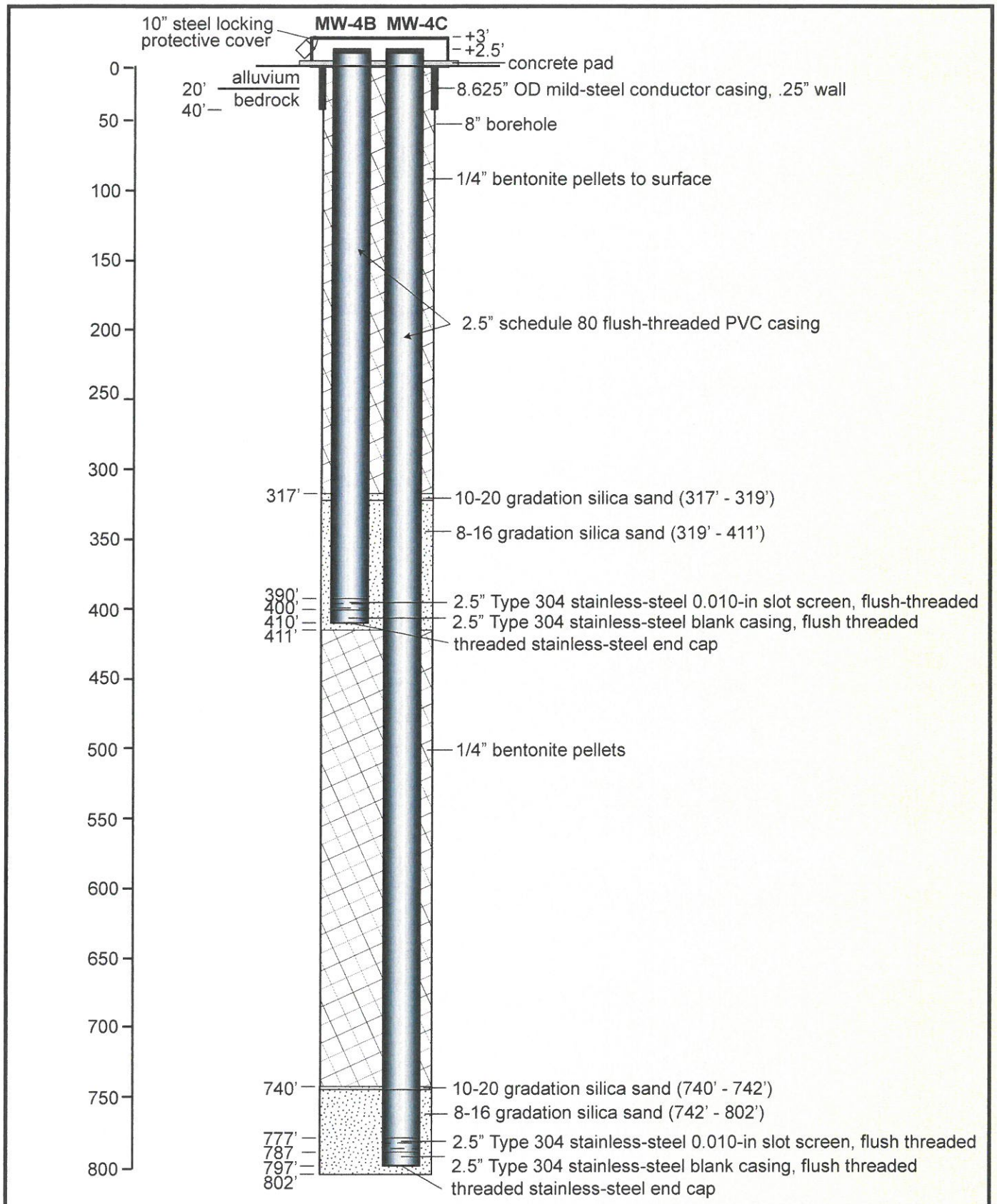

Figure 3. Proposed replacement piezometers, MW-4B and MW-4C.

DRAFT

JOHN SHOMAKER & ASSOCIATES, INC.

KJ; 10/19/16

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division,
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

Wage Decision Approval Summary

1) Project Title: Drill Out and replace Nested Piezometer MW-4
Requested Date: 10/21/2016
Approved Date: 10/24/2016
Approved Wage Decision Number: LI-16-1849-H

Wage Decision Expiration Date for Bids: 02/21/2017

2) Physical Location of Jobsite for Project:
Job Site Address: US Forest service Rd. 127A / Co Rd. 532
Job Site City: Ruidoso
Job Site County: Lincoln

3) Contracting Agency Name (Department or Bureau): Village of Ruidoso
Contracting Agency Contact's Name: Billy Randolph
Contracting Agency Contact's Phone: (575) 257-2721 Ext.

4) Estimated Contract Award Date: 12/13/2016

5) Estimated total project cost: $150,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: The project consists of drilling out and replacing nested piezometer MW-4, consisting of two piezometer casing strings in one bore hole

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway Engineering (H) **Cost:** $150,000.00	The project consists of drilling out and replacing nested piezometer MW-4, consisting of two piezometer casing strings in one borehole

New Mexico Department of WORKFORCE SOLUTIONS

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).

- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

TYPE "H" - HEAVY ENGINERRING

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
Electricians			
Outside Classifications			
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
Inside Classifications			
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
Operators			
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
Laborers			
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
Truck Drivers			
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.