

INVITATION FOR BID

Village of Ruidoso



IFB: #2017-012B

INVITATION FOR BID

**VILLAGE OF RUIDOSO
WELL H-1497-POD4 (GREEN WELL)
PUMP REPAIR AND WELL REHABILITATION
NIGP Commodity Code# 962-96**

Contracting Agency: Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345
Telephone: (575) 257-2721

Issued Date: March 3, 2017
Opening Date: March 21, 2017
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 #2017-012B Well-H 1497-POD4 (Green Well) Pump Repair and Well Rehabilitation / NIGP commodity Code# 962-96**. The Project consists of pump repair and well rehabilitation of the Village Well H-1497-POD4 also known as Green Well. In general, the project will consist of removing the existing pump, sending pump and motor for repair, well video, mechanical and chemical rehabilitation of well, well video, and pump reinstall.

Contractor selected for the work must be a licensed well driller with the State of New Mexico.

A mandatory pre-bid conference will be held on Thursday, March 9, 2017 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 March 21, 2017.** 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 _____
Newspaper Las Cruces Daily News _____	Publish Date _____
Newspaper Albuquerque Journal _____	Publish Date _____
Newspaper Ruidoso News _____	Publish Date _____

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 #2017-012B**

The Village of Ruidoso is requesting sealed competitive bids for the Well H-1497-POD4 (Green Well) Pump Repair and Well Rehabilitation / NIGP Commodity Code# 962-96

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 #2017-012B**

**Well H-1497-POD4 (Green Well) Pump Repair and Well Rehabilitation / NIGP
Commodity Code# 962-96**

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
JR 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 if 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.

**VILLAGE OF RUIDOSO
WELL H-1497-POD4 (Green Well)
Pump Repair and Well Rehabilitation**

MARCH 2017

Water production from well H-1497-POD4 (Green Well) has decreased as a result of both pump and well efficiency problems. The Village needs to restore production from the well in order to maintain a safe and secure supply of water for the Village.

The objectives of this project are to remove and arrange repair of the existing pump, rehabilitate the well to remove mineral precipitation, and reinstall the pump. 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.

The Village reserves the right to reject any bid from a Bidder who previously failed to perform properly, or failed to complete contracts of similar nature on time, or to reject the bid of a Bidder who is not in a position to perform such a contract satisfactorily. Such are at the sole discretion of the Village.

**VILLAGE OF RUIDOSO
WELL H-1497-POD4 (GREEN WELL)
PUMP REPAIR AND WELL REHABILITATION**

MARCH 2017

The Undersigned (hereinafter called "BIDDER") is in compliance with the request for Bids for the **VILLAGE OF RUIDOSO WELL H-1497-POD4 (known as Green Well)** , **MARCH 2017** having carefully examined the Contract Documents and the sites of the proposed work, and being familiar with all conditions surrounding the work involved in the proposed project, including the availability of materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the bid items stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a

part. Quantities shown in the Unit Price Bid Proposal are estimated and actual payment will be made on the basis of measured quantities as constructed.

The Village reserves the right to reject any bid from a Bidder who previously failed to perform properly, or failed to complete contracts of similar nature on time, or to reject the bid of a Bidder who is not in a position to perform such a contract satisfactorily. Such are at the sole discretion of the Village.

SCHEDULE

The successful Bidder will be selected based on price, ability to mobilize to the site quickly, and ability to complete the project in a timely manner. The minimum work day shall be not less than 10 hours excluding Contractor's travel time to and from the site. Bidders must submit a schedule indicating the earliest date that they can mobilize to the site, and number of days to complete the project. Bidders shall be required to submit revised schedules with each Application for Payment, identifying any changes since the previous version. Estimated time required to complete scheduled activities is as follows:

Activity	Days to Complete
Rig up. Submersible pump removal, inspection, and shipping	2
Downhole video (including wait time for water to clear)	3
Brushing, material removal	4
Chemical treatment and swabbing	2
Air lifting	1
Downhole video (including wait time for water to clear)	3
Disinfect hole	1
Reinstall pump	1
Total Estimated Days:	17

SUBMITTALS

Bidders must include all required submittals as indicated in this document and technical specifications with their bid. It shall be the Bidder's responsibility to review all portions of the Contract Documents for required submittals.

BID PRICE

The undersigned Bidder hereby proposes and agrees, if this bid is accepted, to enter into agreement in the form attached to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all labor, materials, equipment, bonds, insurance and submittals, permits, all as indicated or specified in the Contract Documents to be performed or furnished by the Bidder. Minor variations in methods proposed herein, including but not limited to, running treatment tools for greater times than proposed, shall be performed at the unit prices bid, and shall not be considered additional services beyond the scope of the project specifications.

NAME OF PROJECT

**VILLAGE OF RUIDOSO
WELL H-1497-POD4 (GREEN WELL)
PUMP REPAIR AND WELL REHABILITATION
March 2017**

**BID FORM
IFB# 2017-012B**

Well H-1497-POD4 (Green Well) Pump Repair and Well Rehabilitation / NIGP
Commodity Code# 962-96

To: Village of Ruidoso
Purchasing Agent
311 Center St.
Ruidoso, NM 88345

DATE: _____

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 60 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 _____

- 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.
- 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.
- 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 shall be broken out using the tables below.

A. COST PROPOSAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	mobilization/demobilization	LS	1		
2	remove existing submersible well pump	LS	1		
3	well video surveys	EH	2		
4	Gicon Pumps and Equipment services, cost plus 15% for pump repair	LS	1		
5	well rehabilitation – brushing, material removal, acidizing, purging, and chlorination	LS	1		
6	equipment disinfection and bacteriological sampling	LS	1		
7	reinstall existing repaired submersible pump	LS	1		
	subtotal (1-7)				

SUB-TOTAL OF BASE BID FOR \$ _____

NEW MEXICO GROSS-RECEIPTS TAX @ _____ \$ _____

B. MARKUP ON ADDITIONAL ITEMS, AS MAY BE REQUESTED BY THE VILLAGE

- A. Markup will apply to possible additional items that are approved by the Village including but not limited to drop-pipe, wire, check vales, and the like. All additional items must be pre-approved by the Village in advance or no payment will be made. The Contractor shall notify the Village of any additional items that may be needed as soon as possible as the well pump and appurtenances are being removed from the well.

ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	markup on materials (markup would apply to pump repair costs, and additional materials which the Village may request during the project that are not included in the specifications)	%		

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: Well H-1497-POD4 (Green Well) Pump Repair and Well Rehabilitation /
NIGP Commodity Code# 962-96

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

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or other markings on the paper.

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:

**Well H-1497-POD4 (Green Well), Pump Repair and Well Rehabilitation /
NIGP Commodity Code# 962-96**

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

**Well H-1497-POD4 (Green Well), Pump Repair and Well Rehabilitation /
NIGP Commodity Code# 962-96**

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: _____
Tom Battin, Mayor

Attest: _____
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

**Well H-1497-POD4 (Green Well), Pump Repair and Well Rehabilitation /
NIGP Commodity Code# 962-96**

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:

**Well H-1497-POD4 (Green Well), Pump Repair and Well Rehabilitation /
NIGP Commodity Code# 962-96**

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

(To be filled in by Agent countersigning bond)

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

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

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.

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 _____)
COUNTY OF _____) SS

_____, 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 of 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 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

TECHNICAL SPECIFICATIONS

VILLAGE OF RUIDOSO WELL H-1497-POD4 (GREEN WELL) PUMP REPAIR AND WELL REHABILITATION

MARCH 2017



**VILLAGE OF RUIDOSO
WELL H-1497-POD4 (GREEN WELL)
PUMP REPAIR AND WELL REHABILITATION**

MARCH 2017

PART 1 *GENERAL INFORMATION*

1.01 LOCATION AND AVAILABLE INFORMATION

- A. The well is located (Fig. 1) along Ski Run Road on land owned by the Village of Ruidoso (Village). The well was completed by K.D. Huey Company in 2007. A diagram showing the well completion (Fig. 2) and the well record (Appendix A) are attached.
- B. No deviation surveys were performed by the Contractor as the borehole was being drilled, in the pilot hole, or final borehole prior to running the casing, nor subsequent to the completion of the well. No deviation surveys of the well have been performed by the Village.
- C. During the initial installation of the subject submersible well pump (pump, motor and appurtenances) and subsequent pump work performed in 2011, Contractor reported difficulties running the equipment at various depths of approximately 90 to 100 ft, 900 ft, 1,210 to 1,225, and 1,375 to 1,385 ft. There may be other areas not identified that could be problematic, therefore, caution should be exercised when removing and reinstalling the submersible pump assembly from the well.
- D. Information provided in these technical specifications are for use by the Contractor in preparing for successfully completing the project. The Village does not make any representation as to the accuracy of the information provided herein or that it is necessarily indicative of the conditions present.
- E. The Contractor must be a licensed well driller with the State of New Mexico to perform the work and shall complete the project according to the specifications, the NMOSE Rules and Regulations, applicable State regulations, and in a manner that would be considered to be acceptable to industry standards.

1.02 GENERAL DESCRIPTION

- A. The Contractor must be a licensed well driller in the State of New Mexico and shall perform the work in accordance with the requirements of the Contractor's license and usual and customary practices for the industry. The Contractor shall have other appropriate licenses that may be required by the State of New Mexico to successfully complete the work.
- B. The Contractor shall not enter on or occupy with men, tools, equipment, or material, any ground outside the construction area without approval of the Owner. Other contractors, employees, or agents of the Owner may, for business purposes, enter the work site and premises used by the Contractor.

- C. The Contractor shall prevent damage to all structures, roads, or other operations during the progress of all work, and shall remove from the location all debris and unused materials. Upon completion of the work, the Contractor shall restore the site to a condition as near to the original condition as possible.

1.03 EXISTING EQUIPMENT

- A. Existing equipment is summarized below. It is possible that some variations in the equipment from that listed below have been used.
1. 138-HP, 2,345-volt Centrilift Pump HC-1000, 10 Stage 675
 2. 81 joints of 6-5/8-in. schedule 80 drop-pipe (21 ft joints)
 3. #2 armored cable
 4. pump shroud 8-5/8-in. diameter and 30 ft long
 5. nine, 6-in. weep back style check valves
 6. pitless adaptor
- B. It is unknown how the armored cable is secured to the drop-pipe or at what frequency the cable is secured to the drop-pipe. It is unknown if the check valves have break-away plugs. No information is available regarding the drop-pipe make up torque. No additional information is available regarding the equipment other than that described in Item A above.

1.04 SCOPE OF WORK

- A. The work includes the furnishing of all labor, material, transportation, tools, supplies, plant, equipment, and appurtenances necessary to complete the pump removal, scheduling pump repair with Gicon Pump and Equipment (Gicon), video surveys, well rehabilitation, disinfection of the well and equipment, and reinstallation of the submersible well pump. All work shall be performed using appropriate equipment, tools, methods, and qualified personnel. Reference to the removal and reinstallation of the submersible well pump shall be considered to include, but not be limited to, the well pump, motor, wire, drop-pipe, check valve(s), connections, and the like. All work associated with the project will be based on lump-sum prices for specified work except for the well video surveys which will be paid for at the unit price bid per survey.
- B. The work required for the construction includes, but is not limited to, the following:
1. Remove submersible well pump.
 - a. The pump wire shall be spooled and once the pump has been removed from the well, the spool of wire shall be immediately transported to the Village's approved storage facility. The Contractor shall provide the spool for placing the wire on as it is removed from the well and during storage.
 - b. Suitable clamps are required for disassembly of the submersible pump and motor. Contractor shall be responsible for providing tooling, which may include renting such from Gicon.

- c. Drop-pipe shall be stored on-site. All pipe shall be properly stacked, tallied, chocked, and secured to prevent pipe from rolling or shifting.
2. Inspect wire, drop-pipe, check valve(s) and appurtenances as the submersible well pump is being removed from the well. If any equipment appears damaged or worn and in need of replacement, the Contractor shall immediately contact the Village and provide a list of materials that should be repaired or replaced. The Village must pre-approve any additional work and costs associated with replacing worn or damaged materials.
3. Coordinate the inspection and repair of the pump with Gicon. The Contractor shall contact Gicon regarding the shipping date and to determine destination of the pump (Gicon service location will depend on schedule). Contractor shall arrange freight service.
 - a. Gicon contact info: Brandon Trull
Gicon Engineered Products
17922 N I-27, Abernathy, TX 79311
Ph: 866-998-2024
4. Downhole video inspection shall be performed to visually assess the condition of the well after pump removal. The video camera and recording equipment must be capable of high-resolution color continuous-video recording, have side-scan capability, and be equipped with an adjustable lamp sufficient to illuminate the interior of the well for inspection. An accurate depth display must be visible in the recorded image at all times. Allow water to clear; sufficient time should be allowed for water to clear, following pump removal prior to performing video inspection. Contractor shall provide four (4) reproducible copies of the well video DVD to the Project Representative.
5. Prior to chemical treatment, brushing shall be performed continuously for 8 hours to help remove encrustation from the surface of well casing and screen. Brush should be constructed with stiff wire bristles, with an outside diameter no smaller than the outside diameter of the well casing and screen (12.75 in). Brush should have a length of at least 6 ft with bristles arranged such that the entire inside diameter of the well is brushed simultaneously (360 degrees). Brush must be sufficiently weighted to carry it to the bottom of the well while overcoming friction, removal of encrustation, and the bending of brush bristles. Brush must be run on a wireline with line speed of at least 300 ft/min without overheating the equipment. The Project Representative may direct preferentially brushing of specific intervals of the screen after review of the well video.
6. After brushing, loose material and debris shall be removed from the well. This may be accomplished by bailing with a sand pump or by reverse air lifting. Fill shall be removed to a depth of at least 5 ft below the bottom of the lowermost screen section.
7. After removal of fill from the well, chemical treatment will consist of the introduction of acid, via tremie pipe, into defined zones within the screened

portion of the well and to a defined distance above the screen. Acid concentration shall be at least 9 percent of a product NSF-approved for use in water-supply wells. Treatment for biofouling is not required. Equal and consistent volumes and concentrations of the acid solution should be tremied into place, starting at the uppermost interval and working downward. Proposed treatment depths are defined in the following table but are subject to change after the Project Representative reviews the well video survey:

Zone	Depth (ft)
1	600
2	885
3	1,170
4	1,455
5	1,740
6	2,023

8. Immediately following chemical introduction, a weighted rubber swab tool shall be lowered and raised through the well. The tool shall be 1/2-in. smaller diameter than the inside diameter of the well screen (giving 1/4-in. clearance), with 1-1/2- to 2-in. of 3/8-in. thick fabric-reinforced rubber on all sides (minimum of 1-1/2 to 2-in. of free rubber extending beyond the steel discs). The tool shall be designed such that the rubber discs can fold over and not become stuck in the well. The tool must be sufficiently weighted to facilitate rapid descent in the water column, and must be run on a wireline with a line speed of at least 300 ft/min. Swabbing shall be conducted continually for 1 hour within the screen section of the well. Subsequently, the swab shall be run down and up once hourly for 8 hours. Downhole acid working time will be determined per the chemical manufacturer's specification.
9. After the chemical solution has been allowed to work within the well for the time specified by the chemical manufacturer, direct or reverse air-lifting shall be used to purge water until the water has a pH of more than 6.5, and the water is relatively clear. Discharge must be controlled in order to avoid contact with personnel working at the site and to convey water to the approved discharge location. Contractor may construct an earthen pit to contain the water, or use another method for containing the water. Air-lift pumping shall be such that at least 150 gpm will be produced.
10. Schedule post rehabilitation down-hole video inspection. Downhole video inspection shall be performed to visually assess the condition of the well after rehabilitation. The video camera and recording equipment must be capable of high-resolution color continuous-video recording, have side-scan capability, and be equipped with an adjustable lamp sufficient to illuminate the interior of the well for inspection. An accurate depth display must be visible in the recorded image at all times. To allow water to clear, the well should remain undisturbed for 2 to 3 days following rehabilitation prior to performing video inspection. Contractor shall provide four (4) reproducible copies of the well video survey on DVD to the Project Representative.

11. After water pH is above 6.5, the well shall be disinfected with calcium hypochlorite. Chlorination may not be performed until the pump, motor, and all required equipment and supplies are on-site. Chlorination shall not be performed more than 24 hours in advance of the pumping equipment being installed in the well. Concentration in the well shall be between 200 and 500 mg/L (approximately 65 pounds; actual quantity to be determined by Contractor). Chlorine will be placed using gravity by tremie pipe at the same intervals used for chemical treatment, and shall be distributed equally at each interval and swabbed in for at least 30 min using methods described for acid swabbing.
12. Reproducible disinfect well and equipment prior to reinstalling submersible well pump.
 - a. Contractor shall collect water-quality sample(s) from the well after the pump has been reinstalled and submit them to a qualified laboratory for analysis of total coliform and fecal coliform.
 - b. If bacteriological test results indicate that the well contains the presence of total coliform or fecal coliform bacteria, the Contractor shall disinfect the well again at the Contractor's own expense.
 - c. It is the Contractor's responsibility to ensure that the well is properly disinfected and sampled and that no bacteria are present in the water produced from the well.
13. Reinstall submersible well pump (after any necessary repairs have been approved and completed) to the original depth. The Contractor shall assume that the Contractor's equipment will be demobilized from the site during the period that the pump may need to be repaired, and remobilized for reinstallation of the submersible well pump. The armored cable shall be secured to the drop pipe at intervals not to exceed 10 ft.

1.05 SUBMITTALS

- A. **With the bid, the Contractor must provide the following submittals.** Owner reserves the right to approve or reject Contractor's proposed methods and materials.
 - a. Rig capacity
 - b. Manufactures information for proposed acid.
 - c. Proposed quantity of acid required for the work.
 - d. Description of tremie pipe including diameter.
- B. Submittals **required within 5 days** after Owner has issued Notice to Proceed. Owner reserves the right to reject or accept Contractor submittals.
 - a. Site-Specific Health and Safety Plan
 - b. Schedule

1.06 PERMITTING

- A. The Village has obtained a Well Repair and Deepen Permit from the NMOSE to perform the rehabilitation work. Permit will be provided to the Contractor.

1.07 DISCHARGE OF WATER

- A. Eagle Creek is located about 200 ft south of the well. No water may be discharged to the creek unless the Contractor has an approved discharge permit from the Environmental Protection Agency and New Mexico Environment Department and the discharge is documented to meet all permit conditions. Contractor shall provide permit and permit conditions to the Owner prior to performing work.
- B. Contractor shall maintain all fluids on-site. Earthen pits or berms may be used to contain the water. Contractor shall be responsible for all earthwork and restoration as may be required.

1.08 WELL SECURITY

- A. The Contractor shall be responsible for protection of the well. The Owner cannot be held responsible for well security.
- B. The Contractor must protect the well from the entry of undesirable fluids and materials at all times. Any time the site is unoccupied by the Contractor, the well and gage line shall be covered and secured against tampering.

1.09 HEALTH AND SAFETY

- A. The Contractor shall be responsible for all health and safety issues at the site and shall make sure all personnel working at the site have, and use, appropriate personal protective equipment, and that all appropriate safety devices for equipment are properly installed and functioning.
- B. At minimum, all personnel working at or visiting the site shall wear the personal protective equipment (PPE) listed below at all times. The Contractor shall also use other safety equipment as the Contractor may deem necessary throughout the project. Ear protection and other appropriate personal protective equipment shall also be used per the Contractor's company Health and Safety Plan. Proper PPE shall be worn while working with or around acids and other chemicals.
 - 1. hard hat
 - 2. steel-toe boots
 - 3. safety glasses
- C. Contractor shall inspect the site for the presence of overhead and underground utilities and shall satisfy himself in regard to their existence and locations prior to submitting his bid. A safe distance shall be maintained between equipment and materials and power lines at all times.

- D. Contractor shall submit a Site Specific Health and Safety Plan prior to beginning the project. The plan shall contain all required personal protective equipment needed to perform the work.

1.10 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.

1.11 MINIMUM CREW REQUIREMENTS

- A. A minimum work crew of two qualified personnel shall be on-site at all times work is being performed. No work shall be performed with a crew of less than two.

PART 2 PAYMENT

2.01 MEASUREMENT AND PAYMENT

- A. All measurements and payments will be based on completed work performed in strict accordance with the 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, the removal of the existing submersible well pump having an initial setting of up to 5 percent greater than indicated and resetting the submersible well pump to a depth of up to 5 percent greater than indicated (assumes using only the existing equipment) variations in the nature or brand of the existing equipment shall not be considered additional services beyond the scope of the project specifications.

2.02 MEASUREMENT

1. Mobilization and Demobilization: Mobilization and demobilization will be measured on a lump-sum basis for the project. No additional measurement will be made for demobilizing and remobilizing during the period when the submersible well pump is being repaired.
2. Remove Existing Submersible Well Pump: Removal of the existing submersible well pump will be measured on a lump-sum basis for the removal of the submersible pump/motor, drop-pipe, wire and appurtenances, spooling the wire and delivery to Plant 3 for storage, properly stacking pipe, and coordinating with Gicon Pump and Equipment.
3. Well Video Surveys: Well video surveys will be measured per well video survey performed as specified.
4. Gicon Pumps and Equipment Services: Services provided by Gicon Pumps and Equipment for disconnecting, shipping, and reconnecting the submersible well pump will be measured on a lump-sum basis for work acceptably performed. Contractor must provide invoice for payment.
5. Well Rehabilitation: Well rehabilitation shall be measured on a lump-sum basis for work including brushing, removal of fill, acidizing, purging water, and chlorination as specified.
6. Equipment Disinfection and Bacteriological Sampling: Disinfection and bacteriological sampling will be measured on a lump-sum basis for work acceptably performed based on the absence of total coliform and fecal bacteria in the water produced from the well as documented by laboratory analysis.
7. Reinstallation of Submersible Well Pump: Reinstallation of existing repaired submersible well pump will be measured on a lump-sum basis for the reinstallation of the submersible pump/motor, drop-pipe, wire and appurtenances, retrieving the wire from Plant 3, and coordinating with Gicon Pumps and Equipment and the Village for obtaining the repaired pump.

2.03 ALTERNATE MEASUREMENT ITEMS (AT OWNER'S DISCRETION)

1. Materials: Measurement for additional materials that the Owner may request will be made only for materials that are pre-approved by the Owner at the actual cost plus the bid percentage markup. Contractor must provide invoices for all materials.

2.04 PAYMENT

1. Mobilization and Demobilization: Mobilization and demobilization of equipment, which shall constitute full compensation for bringing equipment, demobilization of equipment, disposal of excess materials, cleaning up after completion of the work, and other appurtenances and incidental items not specifically called out in the bid proposal shall be paid at the lump sum contract price for the work measured.
2. Remove Existing Submersible Well Pump: Removal of the existing submersible well pump will be paid for at the lump-sum contract price for the work measured.
3. Well Video Surveys: Well video surveys will be paid at the contract unit price per video survey measured.
4. Gicon Pumps and Equipment: Services provided by Gicon Pumps and Equipment for disconnecting, shipping, and reconnecting the submersible well pump will be paid for at the lump-sum contract price for work measured plus 15 percent. Contractor must provide invoices from Gicon and for shipping costs (if not included in Gicon invoice).
5. Well Rehabilitation: Well rehabilitation will be paid for at the lump-sum contract price for work measured.
6. Equipment Disinfection and Bacteriological Sampling: Disinfection and bacteriological sampling will be paid for at the lump sum amount bid for work measured.
7. Reinstallation of the Submersible Well Pump: Reinstallation of the existing repaired submersible well pump will be paid for at the lump-sum contract price for the work measured.

2.05 ALTERNATE PAYMENT ITEMS (AT OWNER'S DISCRETION)

1. Materials: Additional materials which the Owner may request will be paid at the invoice price plus the percentage markup bid amount for materials that are pre-approved and measured. Contractor must provide original invoices from supplies, vendors, and the like.

ILLUSTRATIONS

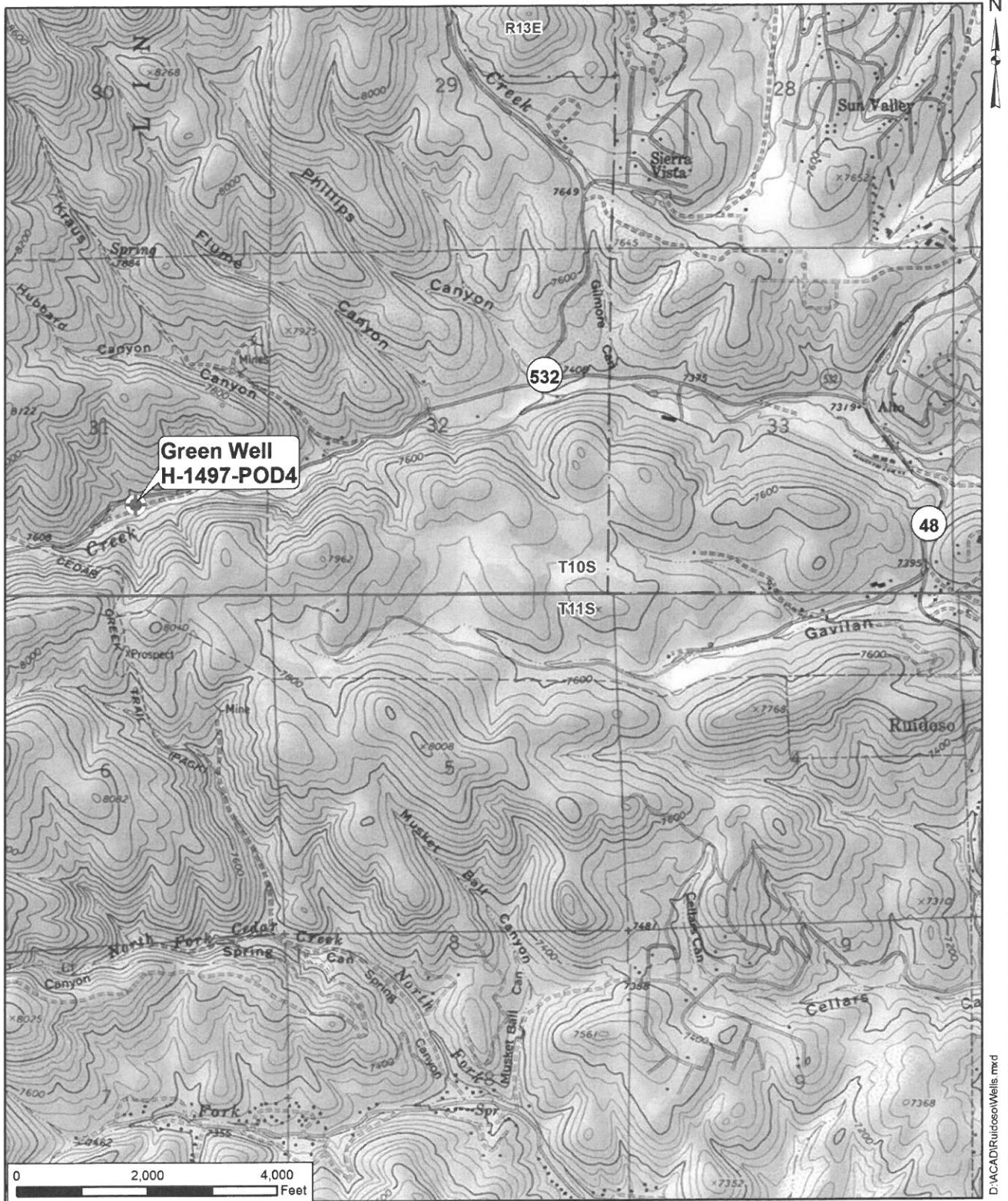


Figure 1. Topographic map showing location of existing well H-1497-POD4, Village of Ruidoso, New Mexico.

JOHN SHOMAKER & ASSOCIATES, INC.

H-1497-POD4 (Green Well)

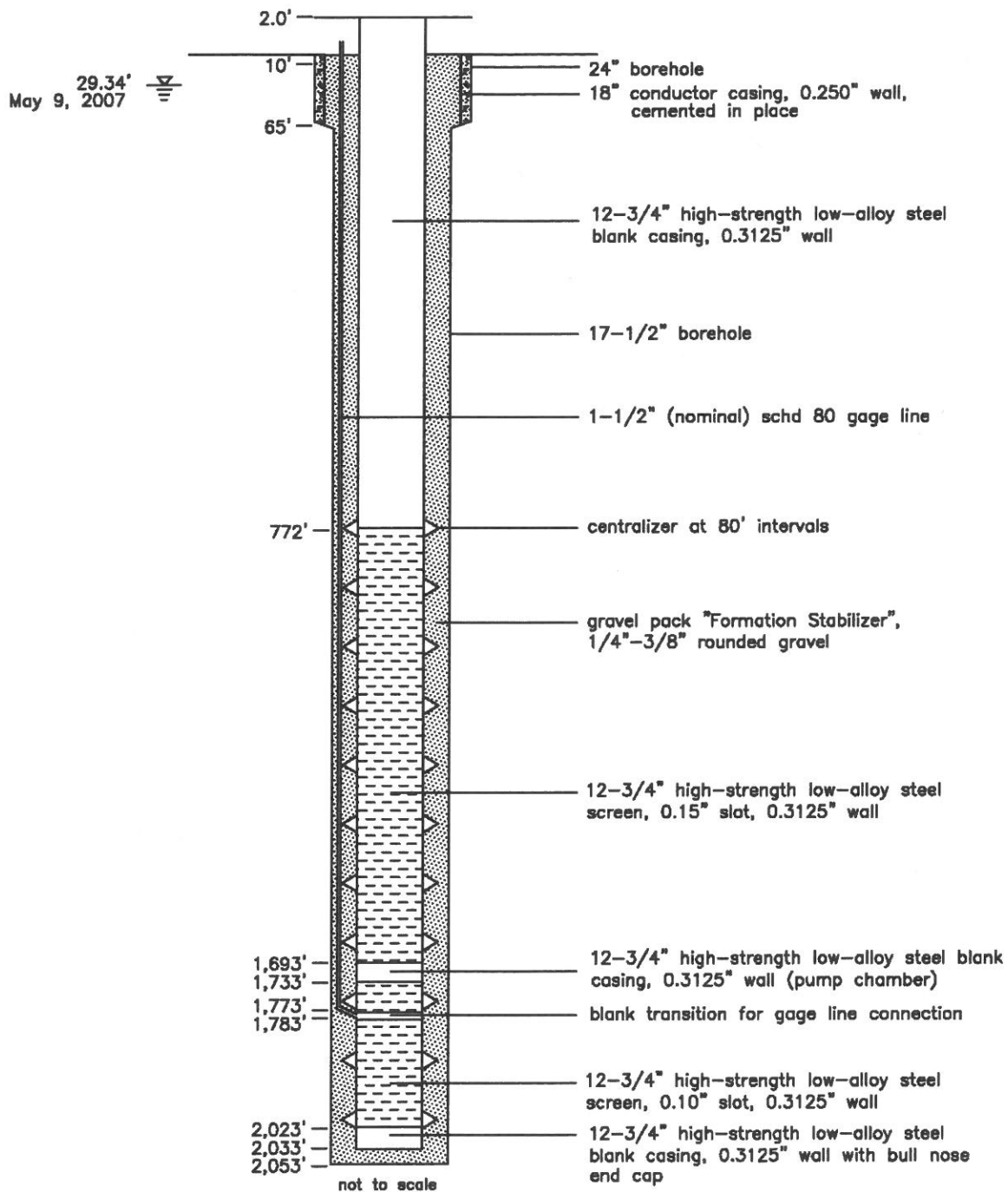


Figure 2. Well completion diagram, Green Replacement Well, March 2007, Village of Ruidoso, New Mexico.

APPENDIX
WELL RECORD

H-1497-POD4 (Green Well)**NEW MEXICO OFFICE OF THE STATE ENGINEER
WELL RECORD****1. OWNER OF WELL**

Name: Village of Ruidoso Work Phone: _____
 Contact: _____ Home Phone: _____
 Address: 313 Cree Meadows Dr.

 City: Ruidoso State: NM Zip: 88345

2. LOCATION OF WELL (A, B, C, or D requires, E or F if known)

A. 1/4 1/4 1/4 Section: _____ Township _____ Range: _____ N.M.P.M.
 in _____ LINCOLN County.

B. X = _____ Feet, Y = _____ feet, N.M. Coordinate System
 Zone in the _____ Grant.
 U.S.G.S. Quad Map _____

C. Latitude: _____ d _____ m _____ s Longitude: _____ d _____ m _____ s

D. East _____ (m), north _____ (m), UTM Zone 13, NAD _____ (27 or 83)

E. Tract No. _____ Map No. _____ of the _____ hydrographic survey

F. Lot No. _____, Block No. _____ of Unit/Tract _____ of the
 _____ Subdivision recorded in _____ County.

G. Other: _____

H. Give State Engineer File Number if existing well: H-1497

I. On land owned by (required): VILLAGE OF RUIDOSO

3. DRILLING CONTRACTOR

License Number: WD-68 Work Phone: (505) 354-2246
 Name: K.D. HUEY COMPANY
 Agent: Kenneth D. or Heath N. Huey
 Mailing Address: PO box 488
 City: Capitan State: NM Zip: 88316

4. DRILLING RECORD

Drilling began: 8-8-06; Completed: 8-28-07 Type Tools: AIR ROTARY
 Size of Hole: _____ in.; Total Depth of Well: 2035 ft.;
 Completed well is: SHALLOW (shallow, Artesian);
 Depth to water upon completion of well: 23 ft.

File Number: H-1497 EXP
 form: wr-20

Trn Number: _____
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File Number: H-1497 EXP.

NEW MEXICO OFFICE OF THE STATE ENGINEER WELL RECORD

5. PRINCIPAL WATER-BEARING STRATA

Depth in Feet		Thickness	Description of	Estimated Yield
From	To	in feet	water-bearing formation	(GPM)
115	160	45	GREY BASALT	30
395	400	5	GREY BASALT	100
830	840	10	GREY BASALT	50
1160	1180	20	GREY BASALT	100

SEE ADDITIONAL INFO.

6. RECORD OF CASING

Diameter (inches)	Pounds per ft.	Threads per inch.	Depth in Ft. Top Bottom	Length (feet)	Type of Shoe	Perforations From To
12.75	49.56		+2 TO 2035	2037	BULL NOSE	825 2025
18	47.39		0 TO 65	65		

7. RECORD OF MUDDING AND CEMENTING

Depth in feet From To	Hole Diameter	Sacks of Mudd	Cubic feet of Cement	Method of Placement
GRAVEL STABILIZATION FROM GROUND LEVEL TO 2035 FT.				
18-INCH. CEMENTED FROM 12 FT. TO 65 FT. IN 24 INCH HOLE				
METAL PLATE WELLED BETWEEN 12.75 INCH AND 18-INCH CASING				

8. PLUGGING RECORD

Plugging Contractor: _____
 Address: _____
 Plugging Method: _____
 Date Well Plugged: _____

Plugging approved by: _____
 State Engineer Representative

No.	Depth in Feet Top Bottom	Cubic feet of Cement
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

File Number: H-1497 EXP.
 Form: wr-20

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Trn Number: 0

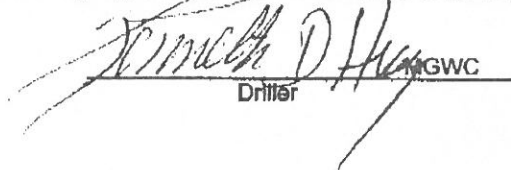
File Number: H-1497 EXP.

**NEW MEXICO OFFICE OF THE STATE ENGINEER
WELL RECORD**

10. ADDITIONAL STATEMENTS OR EXPLANATIONS:

1410-1420	100 GPM	CONTINUED WATER BEARING STATAS
1610-1623	30 GPM	
1816-1850	50 GPM	
2020-2030	100 GPM	

The undersigned hereby certifies that, to the best of his knowledge and belief,
the foregoing is a true and correct record of the above described hole.


Vincent D. Hays GWG
 Driller

6-27-07
 (mm/dd/year)

FOR STATE ENGINEER USE ONLY

Quad ____; FWL ____; FSL ____; Use ____; Location No. ____

File Number: H-1497 EXP.
 Form: wr-20

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Trn Number: 0

Well Location: Village of Ruidoso, NM
 Well Name: Green Well Replacement
 Date Drilled: August 8 - November 2, 2006
 Drilled By: K.D. Huey
 Total Depth Drilled: 2,200 ft bgl

page 1 of 2
 (Draft)

DEPTH (ft)	DESCRIPTION
0- 10	Soil, some organics present, brown, 80%; Volcanic clasts, green and brown, 20%.
10- 30	Basalt, some inclusions, green, grey, and brown.
30- 40	Basalt with sandstone, inclusions, grey, 90%; Volcanic clasts, brown, blocky and subangular, 9%; Sandstone, purple, 1%.
40- 160	Basalt, inclusions, some alteration present, grey.
160- 170	Basalt, increased alteration present, inclusions, grey.
170- 180	Basalt, less alteration, inclusions, dark grey to black, chips are angular
180- 190	Basalt with sandstone, inclusions, dark grey, 75%; Sandstone, very fine-grained, light grey, 25%.
190- 200	Siltstone with basalt, maroon and greenish-grey, 85%; Basalt, inclusions, some alteration present, dark grey, 15%.
200- 210	Basalt with siltstone, inclusions, some alteration present, dark grey, 95%; Siltstone, maroon and greenish-grey, 5%.
210- 260	Basalt, inclusions, dark grey.
260- 270	Siltstone with basalt, grey, 95%; Basalt, inclusions, dark grey, 5%.
270- 280	Basalt, inclusions, dark grey.
280- 300	Basalt with siltstone, inclusions, dark grey, 97%; Siltstone, light grey, 3%.
300- 320	Basalt, inclusions, dark grey.
320- 330	Siltstone with basalt, maroon and greenish-grey, 8%; Basalt, inclusions, dark grey, 20%.
330- 340	Sandy siltstone, light to dark grey, fine-grained sand.
340- 350	Basalt, inclusions, dark grey.
350- 360	Basalt with siltstone, inclusions, dark grey, 85%; siltstone, maroon and greenish-grey, 15%.
360- 690	Basalt, inclusions, light to dark grey, clay alteration from 360 to 370 feet bgl, some pyrite alteration also present.
690- 710	Siltstone with basalt, purple and grey, 85%; Basalt, inclusions, some alteration present, 15%.
710- 760	Basalt, inclusions, some alteration present, light to dark grey.
760- 770	Siltstone with basalt, maroon and grey, 70%; Basalt, inclusions, grey, 30%.
770- 820	Basalt, inclusions, dark grey.
820- 980	Basalt, pyrite alteration, inclusions, dark grey.
980- 1130	Basalt, inclusions, dark grey.
1130- 1150	Basalt, pyrite alteration, inclusions, dark grey.
1150- 1180	Basalt, inclusions, dark grey.
1180- 1190	Basalt, pyrite alteration, inclusions, dark grey.
1190- 1200	Basalt, inclusions, grey.
1200- 1250	Basalt, white carbonate inclusions, light to med. grey.
1250- 1270	Basalt, pyrite alteration, inclusions, light grey.
1270- 1300	Basalt, white carbonate inclusions, light to dark grey.
1300- 1320	Basalt, pyrite alteration, inclusions, light grey.
1320- 1330	Basalt, pyrite and olivine inclusions, grey.
1330- 1430	Basalt, olivine and white carbonate inclusions, grey.
1430- 1510	Basalt, olivine and white carbonate inclusions, pyrite alteration present, grey.
1510- 1520	Basalt, with carbonate inclusions, pyrite alteration, light to dark grey, 85%; Sandstone, med.-grained, black, very hard, 5%.

Well Location: Village of Ruidoso, NM
 Well Name: Green Well Replacement
 Date Drilled: August 8 - November 2, 2006
 Drilled By: K.D. Huey
 Total Depth Drilled: 2,200 ft bgl

page 2 of 2
 (Draft)

DEPTH (ft)	DESCRIPTION
1520- 1530	Basalt, white carbonate inclusions, light to dark grey, 85%; Sandy shale, med.-grained sand, black, slight Rx. to HCl, very stiff, 15%.
1530- 1540	Basalt, white carbonate inclusions, some alteration present, light to dark grey, 75%; Shale, pyrite inclusions, black, slight Rx. to HCl, 15%; Sandstone, med.-grained, grey, 10%
1540- 1550	Silty shale, black, stiff, 60%; Sandstone, med.-grained, grey, 25%; Basalt, white-carbonate inclusions, light to dark grey, 15%.
1550- 1600	Basalt, white carbonate and olivine inclusions, grey, 97%; Shale, black, 3%.
1600- 1690	Basalt, white carbonate and olivine inclusions, grey.
1690- 1760	Basalt, white carbonate and olivine inclusions, some alteration present, grey.
1760- 1770	Basalt, grey.
1770- 1860	Basalt, white carbonate and olivine inclusions, some alteration present, grey.
1860- 1890	Basalt, olivine and pyrite inclusions, grey, 95%; Shale, black, 5%.
1890- 1900	Shale, black and dark grey, 95%; Basalt, olivine inclusions, grey, 5%.
1900- 1910	Basalt, white carbonate and olivine inclusions, light to dark grey, 60%; Shale, black, 40%.
1910- 1920	Basalt, white carbonate inclusions, dark grey, 90%; Shale, black, 10%.
1920- 1930	Basalt, white carbonate inclusions, grey, 75%; Shale, black, 25%.
1930- 1950	Shale, dark grey to black, 75%; Basalt, light to dark grey, 25%.
1950- 1960	Shale, some pyrite inclusions, dark grey to black, 95%; Basalt, some alteration, light to dark grey, 5%.
1960- 1970	Basalt, light to dark grey, 85%; Shale, some pyrite inclusions, black, 15%.
1970- 1980	Shale, some pyrite inclusions, dark grey to black, 85%; Basalt, light to dark grey, 15%.
1980- 2000	Basalt, olivine inclusions, grey to black.
2000- 2110	Basalt, white carbonate and olivine inclusions, some alteration present, grey to black.
2110- 2140	Basalt, olivine inclusions, some alteration present, grey to black.
2140- 2160	Basalt, white carbonate and olivine inclusions, some alteration present, grey to black, 97%; Shale, black, 3%.
2160- 2180	Basalt, white carbonate and olivine inclusions, some alteration present, grey to black. Trace black shale.
2180-2200	Basalt, white carbonate and olivine inclusions, some alteration present, grey to black. Trace amounts of black shale, brown clay-stone and quartzite.