



INVITATION TO BID (ITB)

ITB Name: **Village of Ruidoso Annex Building Demolition**

ITB Number: **2022-006B** NIGP Commodity Codes: 912-40

Bids Due No Later Than:

Date: **April 21, 2022** Time: **3:00 pm local time**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**
To occur immediately following due date/time

If you have questions regarding this ITB please contact:

Procurement Manager: Karen Gutierrez
Telephone No.: **575-258-4343** or **575-921-4220**
Email: purchasing@ruidoso-nm.gov

Return Bid To:
Village of Ruidoso
Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):

Company Name: _____ Address: _____

DBA (if applicable): _____

Co. Email: _____ Co. Phone No. _____

NM Gross Receipts Tax # (CRS): _____ Federal Tax ID #: _____

Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Authorized Signature: _____ Print or Type Name: _____

Signatory Email: _____ Phone No.: _____

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder’s name and address, the bid number, title, and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

NOTE: if you decide not to bid, do not return this document.

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

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Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. Bidders can access active procurements at the following site:
<https://www.ruidoso-nm.gov/purchasing>
2. Complete bid documents as required by the ITB specifications and submit any required documentation, supporting materials, certificates, etc. in addition to bid documents.

Submitting Bids:

Hard copy submission delivered by US mail, courier, or in person to:

Village of Ruidoso, Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received, and time stamped at the above address until specified due date and local time.

Late submission of Bids WILL NOT BE ACCEPTED.

Bid Opening:

Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to "Terms and Conditions" as shown on the attached pages of this document and any additional bidding instructions or requirements. If you decide not to bid, do not return this ITB document.

Additional Bidder Information:

All resident businesses/contractors, and resident veteran business/contractors must have qualified and obtained preference certification from the NM Department of Taxation & Revenue prior to the deadline for receipt of bids. For the appropriate preference to be applied to any bid, there must be no federal funds involved in the procurement, and bidder must submit a copy of their preference certificate with their bid.

Applications are available for download at:

<https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>

Technical Questions:

Contact the Village of Ruidoso Procurement Manager listed on the front page of this ITB.

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I. SPECIFICATIONS, TERMS AND CONDITIONS

A. PURPOSE OF THIS INVITATION TO BID

The purpose of the Invitation to Bid (ITB) is to solicit sealed bids to establish a contract through competitive negotiations for the procurement of demolition and removal of the Village of Ruidoso Annex Building located at 421 Wingfield Street, Ruidoso, NM 88345. The property is a 2-story building of approximately 9500 square feet. Asbestos abatement has been previously completed on the building by Keers Environmental.

B. SCOPE OF PROCUREMENT

The Contractor shall perform the work as outlined, attached and/or incorporated herein.

1. The project will consist of demolition and removal of all building material including concrete slab and backfill of basement. Contractor will be responsible for hauling all material to an approved landfill. In addition, the Contractor will be responsible for the following:
 - a) Project supervision
 - b) Trash Removal to a properly permitted Construction and Demolition landfill.
 - c) Obtaining any required permits. Demolition permit shall be obtained within ten (10) days after the retirement of all utilities.
 - d) Provision of temporary fencing
 - e) Furnishing of payment & performance bonds
 - f) Rough grade area with onsite fill
 - g) Disconnection and capping of sewer, water, and gas as required.
 - i. The Contractor is responsible for contacting the appropriate utility provider to retire the necessary utilities prior to demolition.
 - ii. Contractor shall obtain any required permits to cap utilities and work shall be performed by an individual licensed to perform the work whenever applicable.
 - iii. All septic tanks shall be pumped, and the contents disposed of in accordance with appropriate ordinances and regulations. The tank shall be filled, and the top of the tank crushed. A plumbing permit is not required.
 - h) Any necessary electrical work, to include disconnection of service to building and demolition conduits
 - i) Water must be used to settle dust in the process of demolition
 - j) Contractor will be responsible for obtaining a fire hydrant meter from the Village of Ruidoso. Fire hydrant meter will be \$500 - \$250 of which will be a nonrefundable deposit and \$250 of which will go towards the water used.

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2. **CLEANUP:**
 - a) Cleanup shall follow immediately after and at the same rate as demolition. Cleanup shall not be delayed until entire project is finished. The Contractor shall clean all right-of-way and easement areas that were occupied by the Contractor in connection with the demolition. The Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. The Contractor shall clean-up any such mud or debris at its sole expense. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during performance of work by the Contractor, the Village of Ruidoso's representative determines that cleanup is not being accomplished, the Village's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.
 - b) The Contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.
 - c) The Village will vigorously enforce all requirements relating to clean-up of debris, dirt, mud, and demolition materials from the site and on streets, highways, and adjacent properties.

3. **DISPOSAL/OWNERSHIP OF MATERIALS:** Upon demolition and removal from the work site, all demolition and abatement materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local laws, statutes, ordinances, rules and regulations. Any material disposed of in landfills, shall be disposed of at a landfill approved by the Village of Ruidoso. All materials which are permitted at the approved landfill should be disposed of at the that approved landfill. Clean fill may be disposed of at other sites if approved in advance in writing by the Village of Ruidoso.

4. **FINAL INSPECTION OF PERMIT:** Inspection by Construction Industries Division for final permit shall be requested by the Contractor within ten (10) days of completion of demolition. An inspection to finalize the demolition permit **MUST** be requested by Contractor upon completion of demolition and site clean-up.

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5. **GRADE AND BACKFILL:**
 - a) The below ground area shall be filled and compacted with earth. The backfill must not be frozen when placed and shall be compacted to a density of 95% of maximum density of the backfill material used as determined by ASTM designation D-698.
 - b) All basement walls shall be pushed in and broken up. Basement can be filled with clean fill, including that from outside site.
 - c) Any change in vertical elevation greater than one foot for each horizontal five feet shall be backfilled to meet no more than the 1:5 requirement.
 - d) Final grading shall ensure adequate drainage offsite and not permit ponding of water. All filled and disturbed ground shall be smoothed.
 - e) The Contractor shall import fill as necessary to establish proper surface grades, but the Contractor may cut and fill on site to the extent possible.

6. **GUARDS AND LIGHTS:** The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

7. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding.

8. **LIQUIDATED DAMAGES:** If the work is not completed by the time stipulated by the Contractor and agreed to by the Village, the Village reserves the right to cancel the remaining portion of the contract and re-procure for competition of such work as necessary. The Contractor shall be charged for any re-procured work done as liquidated damages.

9. **NOTICE TO PROCEED/PURCHASE ORDER/COMPLETION OF WORK:**
 - a) Within ten (10 business days after a Notice of Award is issued by the Village, and before a notice to proceed/purchase order is issued, the Contractor must submit the following properly applicable executed documents to the Village:
 - i. A copy of their New Mexico Business License
 - ii. Performance/Payment Bonds as required in this ITB.
 - iii. Certificate of Insurance, showing the Contractor has obtained the insurance coverage required in this ITB.
 - b) The Contractor shall commence work upon a date to be specified by the Village in the "Notice to Proceed." The Contractor shall apply for all necessary permits within the time frame as stated.

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- c) The Contractor shall prosecute the work with faithfulness and energy and shall complete the entire work to final completion on or before the completion time stated or pay to the Village the specified liquidated damages resulting from the failure to timely complete the work. The Contractor has the right to finish the work before the contract completion date. The Village assumes no liability for any hindrances to the Contractor except delays caused by the Village of Ruidoso which required the Contractor to be on the job beyond the contract completion date. Failure to obtain a final inspection within 45 days after the permit is issued may result in cancellation of the contract.
- d) Extensions of time will be granted when: (1) changes in the work occur that require additional time; (2) when the work is suspended; or (3) when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, subcontractors or suppliers, and which were not the result of their fault or negligence.
- e) Extensions of time for completion may also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in the Contract Documents) or neglect of the Village of Ruidoso or its employees or by other Contractors employed by the Village, or for any other cause which in the opinion of the Village entitles the Contractor to an extension of time, including but not restricted to fires or floods not caused by the Contractor, unusually severe weather, or labor strikes. If the Contractor claims that any act of the Village or other occurrence beyond the Contractor's control has hampered the Contractor's ability to complete the project by the date required by the Contract, the Contractor shall give written notice to the Village within seven (7) days of the occurrence, or such claim shall be conclusively considered waived by the Contractor and no extension of time shall be granted based thereon.

10. PERFORMANCE BOND/LABOR AND MATERIALS PAYMENT BOND

For any bid submitted and awarded in excess of \$25,000 the following bonds or security shall be delivered to the Village of Ruidoso and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected. Bonds shall be satisfactory to the Village of Ruidoso, executed by a surety company authorized to do business in New Mexico.

- a) a performance bond in an amount equal to one hundred percent of the bid price
- b) a payment bond in an amount equal to one hundred percent of the bid price, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

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11. **POWER:** All power for lighting, operation of the Contractor's plant or equipment, or for any other use by the Contractor, shall be provided at the Contractor's sole cost and expense.
12. **PROJECT SUPERINTENDENT:** The Contractor shall have a superintendent or a responsible foreman on the project at all times when work is in progress.
13. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:** The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the work performed by the Contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.
 - a) All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the Village's representative.
 - b) The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the Contractor or the Contractor's subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement, or payment of costs incurred in connection with said damage.
14. **PROTECTION OF EXISTING VEGETATION:**
 - a) No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the Village's representative. Such approval shall be given in the case of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. No vegetation outside such excavation areas, or on private property, shall be removed, trimmed or otherwise disturbed without the consent of the property owner where the vegetation is located.
 - b) The Contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the Contractor in performing the work, without the approval of the Village's representative or property owner shall be replaced at the Contractor's expense with material of equal or greater value.

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- 15. SAFETY PRECAUTIONS:**
- a) The Contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of this project. The Contractor shall also comply with all regulatory agencies' requirements for safety.
 - b) The Contractor shall use extreme caution to protect the project area to prevent accidents, damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area.
 - c) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the Contractor may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- 16. SAFETY REQUIREMENTS (OSHA):** All Contractors (including Subcontractors or anyone who is working at the project location) shall follow the requirements set forth by the Occupational Safety and Health Act of 1970. All Contractors shall equip their workmen with that protective gear and any equipment protective devices as set forth by this law, including but not limited to, safety glasses and hearing protection. All Contractors shall be responsible to see that their workmen use these measures, and the Contractor shall make daily checks to see that this law is being followed. Any fines imposed by the Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.
- 17. SANITARY FACILITIES:** The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
- 18. SEDIMENT CONTROL:** The Contractor shall provide temporary erosion and sediment control on each respective property prior to the start of demolition operations. Sediment control shall be maintained for the full duration of the

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project. The Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off will not be tolerated and if run-off occurs the Contractor shall take corrective action immediately.

19. **SERVICE REQUIREMENTS:** Bids will only be considered from authorized Contractors who are normally engaged in demolition services. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the Village of Ruidoso.
20. **SPECIFICATIONS:** All work shall be accomplished in accordance with this Statement of Work and the Specifications contained or referenced herein and in accordance with all local, state, and federal laws, regulations, and rules.
21. **STORAGE:** Storage of salvage materials for sale on the work site is prohibited. Signs advertising salvage materials shall not be placed at the work site.
22. **STREET AND SIDEWALK CLOSURES:** The Contractor shall not close any street or sidewalk or divert any traffic without prior written approval of the Village of Ruidoso. Any necessary closure of a street or sidewalk will require submission of an approved Traffic Control Plan.
23. **SUBCONTRACTORS:** No work may be subcontracted without the prior written approval of the Village of Ruidoso. The use of subcontractors or any other personnel prior to the Village's approval may result in cancellation of the contract. If the Contractor intends to subcontract any part of this work, a subcontractor's list must be submitted with their bid response. For the sake of this contract a subcontractor is defined as any person or business entity performing any part of the contractual obligation on behalf of the Contractor.
24. **USE OF RIGHT-OF-WAY AND EASEMENT:**
 - a) The Contractor must conduct all work within public street right-of-way, within designated areas on Village-owned property, or within easements obtained for this project. All disturbed areas shall be backfilled and compacted. All removal items shall be completely removed and disposed of. All remaining items shall be saved from damage.
 - b) The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way which may be required by the Contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the Contractor and that no claim shall be made against the Village of Ruidoso by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately move same.

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- c) Prior to placing materials or equipment upon such easements, the Contractor shall request the Village's representative to approve the specific location to be used. Any damage, which occurs to private property, will be the responsibility of the Contractor. In the event the Contractor gets off the permanent or temporary easements, then all costs to restore the property shall be at the Contractor's expense and final acceptance of the project may be withheld unless the claim is resolved.

25. UTILITIES:

- a) The Contractor shall make every effort to locate and identify all underground pipelines, cables, and conduits by contacting the New Mexico One Call (811) and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations.
- b) Any conflict with these utilities, as a pay item, will be the responsibility of the Contractor. The Contractor will be required to relocate the utility or work around it at no cost to the Village of Ruidoso. It will be the responsibility of the Contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation.
- c) Any delay or extra cost to the Contractor caused by utility, pipeline, or other underground structures or obstructions not shown on the plans or found in different locations than those indicated shall not constitute a claim for additional work, additional payment, or damages.
- d) The Contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipelines, and surroundings, and shall indemnify and hold harmless the Village for any and all claims or judgments whenever made as a result of the Contractor's actions. If additional or unexpected utility conflicts occur, the Contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. Time extensions will not be granted for associated delays.

C. PROCUREMENT MANAGER

- 1. The Village of Ruidoso has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Karen Gutierrez, CPO/Asst. Finance Director/Capital Projects Manager
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345
Telephone: (575) 258-4343, Ext. 1016
Email: purchasing@ruidoso-nm.gov

- 2. All deliveries of responses via express carrier must be addressed as follows:

Name: Karen Gutierrez, Procurement Manager
ITB Name: ITB #2022-006B
Address: Village of Ruidoso Purchasing Department,
313 Cree Meadows Dr, Ruidoso, NM 88345

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3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Bidders may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees or Evaluation Committee members do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing by the protest deadline indicated in Section II., A. Sequence of Events, 9. Protest Deadline will be considered to have been submitted properly and in accordance with statute, rule, and this Invitation to Bid. Emailed protests will not be considered as properly submitted.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“Authorized Purchaser” means an individual authorized by a Participating Entity to place orders against this contract.

“Award” means the final execution of the contract document.

“Business Hours” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Confidential” means confidential financial information concerning Bidder’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this Invitation to Bid can be considered confidential information.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction.

“Contractor” means any business having a contract with the Village of Ruidoso.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy Bids contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Bids.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Bidder who meets all the mandatory specifications of this Invitation to Bid and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“IT” means Information Technology.

“Mandatory” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bid.

“Minor Technical Irregularities” means anything in the Bid that does not affect the price quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

“Bidder” is any person, corporation, or partnership who chooses to submit a Bid.

“Procurement Manager” means any person or designee authorized by the Village of Ruidoso to administer procurements and make written determinations with respect thereto.

“Procuring Agency” means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“Project” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

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“**Redacted**” means a version/copy of the Bid with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this ITB blacked out BUT NOT omitted or removed.

“**Invitation to Bid (ITB)**” means all documents, including those attached or incorporated by reference, used for soliciting Bids.

“**Responsible Bidder**” means a Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Invitation to Bid.

“**Responsive Bid**” or means a bid which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of an Invitation to Bid include, but are not limited to price, quality, quantity or delivery requirements.

“**Sealed**” means, in terms of a non-electronic submission, that the Bid is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Village reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a Bid, the Bidder agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders’ company.

“**Statement of Concurrence**” means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Bidders Bid. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“**Unredacted**” means a version/copy of the Bid containing all complete information including any that the Bidder would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“**Village**” or “**VOR**” means the Village of Ruidoso

“**Written**” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the ITB contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates - Time Frames
1. Issue ITB	VOR	March 25, 2022
2. Pre-Bid Conference	VOR	April 5, 2022, at 10:00 AM MDT Annex Building 421 Wingfield Street Ruidoso, NM 88345
3. Acknowledgement of Receipt	Potential Bidders	April 12, 2022
4. Deadline to submit Questions	Potential Bidders	April 12, 2022, at 3:00 PM MDT
5. Response to Written Questions	Procurement Manager	April 15, 2022
6. <i>Submission of Bid</i>	<i>Potential Bidders</i>	<i>April 26, 2022, by 3:00 PM MDT</i>
7. Bid Evaluation	VOR	April 26, 2022 – April 28, 2022
8. Contract Awards	VOR/Bidder	May 10, 2022
9. Protest Deadline	VOR	Close of Business, 15-Days after award date

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of ITB

This ITB is being issued on behalf of the Village of Ruidoso.

2. Acknowledgement of Receipt

Potential Bidders should hand deliver, return by facsimile, email the Procurement Manager or registered or certified mail the "Acknowledgement of Receipt of Invitation to Bid Form"

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that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MDT on April 12, 2022.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the ITB, and the potential Bidder's organization name shall not appear on the distribution list.

3. Pre-Bid Conference

A non-mandatory pre-bid conference will be held as indicated in the sequence of events beginning at 10:00 AM Mountain Daylight Time at 421 Wingfield St., Ruidoso, NM 88345. Potential Bidder(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I, Paragraph C). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Bidder(s) that attended the pre-bid conference.

Attendance at the pre-bid conference is highly recommended, but not a prerequisite for submission of a bid.

4. Deadline to Submit Written Questions

Potential Bidders may submit written questions to the Procurement Manager as to the intent or clarity of this ITB until April 12, 2022, at 3:00 PM MDT as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph C. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Bidders whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Bidder's that provide Acknowledgement of Receipt Forms before the deadline. Additional copies will be posted to: <https://www.ruidoso-nm.gov/purchasing>

6. Submission of Bid

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **3:00 PM ON April 26, 2022, at 3:00 PM MDT**. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph C. Bids must be sealed and labeled on the outside of the package to

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clearly indicate that they are in response to ITB 2022-006B – Village of Ruidoso Annex Building Demolition. Bids submitted by facsimile, or other electronic means will not be accepted.

Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified, together with the name of each bidder, will be recorded, and the record and each bid will be considered public record upon opening, pursuant to §13-1-107 NMAC 1978.

7. Bid Evaluation

The Village will perform the evaluation of Bids in regard to bidder responsibility and bid responsiveness to specifications. This process will take place as indicated in the sequence of events, depending upon the number of bids received.

8. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this ITB will be finalized with the most advantageous Bidder as per the schedule in Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Village of Ruidoso or the Finance Director. In the event the successful bidder fails to deliver required bonds or other documents prior to award or a Notice to Proceed being issued, the Village reserves the right to finalize a contractual agreement with the next lowest responsible/responsive bidder(s) without undertaking a new procurement process.

9. Contract Awards

If applicable, the Village Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Village of Ruidoso Purchasing Department. The contract(s) shall be awarded to the lowest responsible Bidder(s) submitting a responsive bid.

10. Protest Deadline

Any protest by a Bidder must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Karen Gutierrez, Procurement Manager
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive, Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

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C. GENERAL REQUIREMENTS

1. **Acceptance of Conditions Governing the Procurement**

Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal.

2. **Incurring Cost**

Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any Bid or material submitted in response to this ITB shall be borne solely by the Bidder. Any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

3. **Prime Contractor Responsibility**

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Village which may derive from this ITB. The Village will make payments to only the prime contractor.

4. **Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Village awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. **Amended Bids**

A Bidder may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The Village personnel will not merge, collate, or assemble Bid materials. Bid materials and all bids submitted shall be in a sealed envelope or package.

6. **Bidder's Rights to Withdraw Bid**

Bidders will be allowed to withdraw their bid at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request addressed to the Procurement Manager and signed by the Bidder's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

7. **Bid Offer Firm**

Responses to this ITB, including Bid prices for services, will be considered firm for sixty (60) days after the due date for receipt of Bids.

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8. Disclosure of Bid Contents

- A. Bids documents become public information at the time of opening. At that time, all Bids and documents pertaining to the Bid will be open to the public, except for any material that is clearly marked "proprietary" or "confidential". The Procurement Manager will not disclose or make public any pages of a Bid on which the potential Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Bidder's organization;
 - 2. data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Village Purchasing Division or the Village shall examine the Bidder's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This ITB in no manner obligates the Village of Ruidoso or any of its departments to the use of any Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the Village determines such action to be in the best interest of the Village of Ruidoso.

11. Sufficient Appropriation

Any multi-term contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist following the first term. Such terminations will be affected by sending written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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12. Legal Review

The Village requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This ITB and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Bid

Only information supplied, in writing, by the Village through the Procurement Manager or in this ITB should be used as the basis for the preparation of a bid.

15. Contract Terms and Conditions

The contract between the Village and a contractor will follow the format specified by the Village and contain the terms and conditions set forth in the Sample Contract Appendix J. The contents of this ITB, as revised and/or supplemented, and the successful Bid, will be incorporated into and become part of any resultant contract.

The Village discourages exceptions from the contract terms and conditions as set forth in the ITB Sample Contract. Such exceptions may cause a Bid to be rejected as nonresponsive when, in the sole judgment of the Village, the Bid appears to be conditioned on the exception, or correction of what is deemed to be a deficiency.

Should a Bidder object to any of the terms and conditions as set forth in the ITB Sample Contract (APPENDIX J) strongly enough to propose alternate terms and conditions in spite of the above, the Bidder must propose specific alternative language. The Village may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Village and will result in disqualification of the Bid.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If a Bidder fails to propose any alternate terms and conditions during the procurement process (the ITB process prior to selection as successful Bidder), no proposed alternate terms and conditions will be considered later. Failure to propose alternate terms and conditions during the procurement process (the ITB process prior to selection as successful Bidder) is an explicit agreement by the Bidder that the contractual terms and conditions contained herein are accepted by the Bidder.

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16. Bidder's Terms and Conditions

Bidders must submit with the Bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Village.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the ITB process prior to selection as a successful Bidder), will be discussed only between the Village and the Bidder selected and shall not be deemed an opportunity to amend the Bid.

18. Bidder Qualifications

The Village may make such investigations as necessary to determine the ability of the potential Bidder to adhere to the requirements specified within this ITB and reserves the right to reject the Bid of any potential Bidder who is determined not to be a Responsible Bidder or fails to submit a responsive bid as defined in NMSA 1978, § 13-1-82 and 13-1-84.

19. Right to Waive Minor Irregularities

The Village reserves the right to waive minor irregularities. The Village also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Village.

20. Change in Contractor Representatives

The Village reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Village, adequately meeting the needs of the Village.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Village Rights

The Village reserves the right to accept or reject all bids, to award or reject any portion of a bid, and to determine the responsiveness of any bid and the responsibility of any bidder.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Bidders and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Bid or removal from the contract.

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24. Ownership of Bids

All documents submitted in response to the ITB shall become property of the Village of Ruidoso.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Village's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

27. Use of Electronic Versions of this ITB

This ITB is being made available by electronic means. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the Village, the Bidder acknowledges that the version maintained by the Village shall govern. Please refer to: www.ruidoso-nm.gov/purchasing.

28. Letter of Transmittal

Bid must be accompanied by the Letter of Transmittal Form located in APPENDIX B which must be completed and signed by an individual person authorized to obligate the company.

29. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose in their bid whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible forward of contract by any federal entity, state New Mexico or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records,

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- making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal, state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply:
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state of New Mexico or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
 - C. The Contractor shall provide immediate written notice to the Village Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
 - D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Bidder nonresponsive.
 - E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Village Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure,

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in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Purchasing Agent or the Village Finance Director may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Purchasing Agent or Village Finance Director.

2. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Bidders must include a copy of their preference certificate with their Bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your Bid.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your Bid and disclosure of the company's most recent past year gross receipts revenue is required on the appropriate bid form.

The Village shall not award a business both a resident business preference a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this ITB includes federal funds.

III. RESPONSE CONTENT, FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Bidders shall submit only one Bid in response to this ITB.

B. NUMBER OF ORIGINALS/COPIES

Bidder shall submit the following:

1. One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the Bid. ORIGINAL and COPY shall be in separate binders or otherwise bound or secured separately. **The electronic version/copy can NOT be emailed.**

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Bids containing confidential information **must** be submitted as two separate documents plainly marked as “unredacted” and “redacted”:

- **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file
2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted Bid, the Original hard copy shall govern.
 3. Bid must be clearly labeled and numbered and indexed as outlined in **Section III. C. BidFormat**. Bidder shall submit only one copy of their bid. All bids must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:
 - a) Bidder’s name and address
 - b) Bid number and title
 - c) Date and time of Bid opening

Any Bid that does not adhere to the requirements of this Section and **Section III., C. 1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. BID FORMAT, CONTENT AND ORGINAZATION

All Bids must be submitted as follows:

1. Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders or otherwise bound or secured on the right hand side, with tabs delineating each section.
2. Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal.
3. The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:
 - a) Signed Letter of Transmittal
 - b) Bid Summary (Optional)
 - c) Response to or acceptance of Contract Terms and Conditions
 - d) Bidder’s Additional Terms and Conditions (if any)
 - e) Response to Minimum Requirements (Ref. section IV below)
 - 1) Organizational Experience
 - 2) Organizational References
 - f) Response to Disclosure Regarding Responsibility (Ref. Section II.C.30 of this ITB)
 - g) Other Supporting Material (if applicable)

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- h) Completed Cost Response Form
- i) New Mexico Preference Certificate (if applicable)
- j) All forms titled "Bid Form" contained in this ITB

Within each section of the Bid, Bidders should address the items in the order indicated above. All Bid Forms provided in this ITB must be thoroughly completed and included in the appropriate section of the Bid. Failure to include all required forms may result in the bid being deemed non-responsive.

IV. MINIMUM REQUIREMENTS

A. Organizational Experience

Bidders must:

1. Provide a description of relevant corporate experience with government and/or in the private sector providing similar demolition services. The narrative must thoroughly describe how the Bidder has supplied expertise and services for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of building demolition services. **A minimum of two (2) years' experience** in providing comprehensive building demolition services is required and shall be referenced in this section.
2. Provide names and credentials of Project Manager and any other key personnel to be assigned to the project.
3. Provide information on at least three (3) projects similar in scope to the scope of work set forth in the ITB, including dates of commencement and completion.

B. Organizational References

1. Bidders should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Bidders are required to submit APPENDIX I, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I., Paragraph C.** It is the Bidder's responsibility to ensure the completed forms are received on or before April 26, 2022, at 3:00 PM MDT.

Organizational References that are not received or are not complete, may be cause for the bid response to be deemed "non-responsive" and rejected, at the discretion of the Village. The Village may contact any or all business references for validation of information submitted. This information will be used to determine the responsibility of the Bidder. Additionally, the Village reserves the right to consider any and all

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information available to it (outside of the Business Reference information required herein), in its evaluation of Bidder responsibility.

2. In addition to item 1 above, Bidders shall submit the following Business Reference information as part of their bid:
 - a) Client name;
 - b) Project description;
 - c) Project dates (starting and ending);
 - d) Staff assigned to reference engagement that will be designated for work per this ITB; and
 - e) Client project manager name, telephone number, fax number and e-mail address.

Business references may be the same or different than any of the projects of similar scope listed under Section IV., A Organizational Experience.

C. Cost

Bidders must complete the Cost Response Form in APPENDIX C.

D. New Mexico Business Preferences

If the Bidder has provided a copy of their valid NM Resident Business Certificate preference will be given as follows:

1. For a Resident Business, bid will be considered at 5% less than the bid price
2. For a Resident Veteran Business, bid will be considered a 10% less than bid price.

V. EVALUATION PROCESS AND AWARD

1. No bid may be amended after opening.
2. Bids will be reviewed for compliance with, and responsiveness to, all requirements and specifications stated within this ITB. Bids deemed non-responsive will be eliminated from further consideration.
3. The Procurement Manager may contact the Bidder for clarification of the response if necessary. The Village reserves the right to waive technical irregularities in the form of the bid of the low bidder which do not alter the price, quality or quantity of the services offered pursuant to §13-1-132, NMSA 1978.
4. The Village may use other sources to determine bidder responsibility as specified in this ITB, section IV.B.1.
5. Award will be made to the responsible bidder submitting the lowest responsive bid.

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APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX J.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by April 12, 2022. Only potential Bidders who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Bidder written questions and the written responses to those questions as well as ITB addenda, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Bid.

Firm does/does not (circle one) intend to respond to this Request for Bid.

Return completed form to:

Karen Gutierrez, Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1016

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APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB#: _____

Bidder Name: _____ **FED ID#:** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Bid:

Name: _____

Title: _____

E-Mail Address: _____ **Telephone Number:** _____

3. For the person authorized by the organization to negotiate on behalf of this Bid:

Name: _____

Title: _____

E-Mail Address: _____ **Telephone Number:** _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Bid:

Name: _____

Title: _____

E-Mail Address: _____ **Telephone Number:** _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

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NAME OF SUBCONTRACTOR	WORK TO BE DONE
(If no subcontractors are to be used, put "N/A")	

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract (if any.)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement.

___ I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Authorized Signature
(Must be signed by the person identified in item #2, above.)

Date

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APPENDIX C – COST RESPONSE FORM

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 5% or 10% less for the purposes award consideration, at the discretion of the County.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.
5. 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.
6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

LUMP SUM PRICE BID FOR COMPLETE DEMOLITION OF
Village of Ruidoso Annex Building
Located at 421 Wingfield Street, Ruidoso, NM 88345
in accordance with the specifications set forth in this ITB

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)

B I D F O R M

ITB #2022-006B

Village of Ruidoso Annex Building Demolition

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO IFB 21-10" and include with bid.

_____ THERE **ARE NO** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.

Signature

Printed Name and Title

BID FORM

ITB #2022-006B

Village of Ruidoso Annex Building Demolition

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Eddy County of the true facts relating to the submission of Bidders for this contract.

Authorized Signature

Date

Printed Name

B I D F O R M
ITB #2022-006B
Village of Ruidoso Annex Building Demolition

APPENDIX F - PREFERENCE CERTIFICATION

_____ (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

B I D F O R M
ITB #2022-006B
Village of Ruidoso Annex Building Demolition

**APPENDIX H- 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:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three year period preceding this bid been convicted of all has 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 of State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be ground for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Village of Ruidoso
Purchasing Department
ITB #2022-006B
Village of Ruidoso Annex Building Demolition

**APPENDIX I - ORGANIZATIONAL REFERENCE
QUESTIONNAIRE**

The Village of Ruidoso, as a part of the ITB process, requires Bidders to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Bidder's experience relevant to the scope of work in an effort to establish Bidder's responsibility.

Bidder is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Karen Gutierrez, Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1016

by April 26, 2022, by 3:00 PM MDT for inclusion. The form and information provided will become a part of the submitted Bid. Business references provided may be contacted for validation of content provided therein.

BID FORM

ITB #2022-006B

Village of Ruidoso Annex Building Demolition

ITB # 2022-006B

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Bidder)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Village of Ruidoso, via facsimile or e-mail at the following address no later than April 26, 2022, at 3:00 PM MDT, and **must not** be returned to the company requesting the reference.

Karen Gutierrez, Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Fax: (575) 258-5361
Phone: (575) 258-4343, Ext. 1016

For questions or concerns regarding this form, please contact the Village of Ruidoso Procurement Manager listed above. When contacting us, please be sure to include the Invitation to Bid number and title listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	

B I D F O R M

ITB #2022-006B

Village of Ruidoso Annex Building Demolition

Rating Scale: 3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor? _____

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

Village of Ruidoso
Purchasing Department
ITB #2022-006B
Village of Ruidoso Annex Building Demolition

APPENDIX J - SAMPLE CONTRACT

(Blank to next page)

CONTRACT FOR GOODS AND SERVICES RFP # 2022-009P

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and XXXXXXXXX, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso
Department: Purchasing
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343
Email: purchasing@ruidoso-nm.gov

Contractor Name:
ATTN:
Title: President
Street: 123 Main Street
City, State, Zip: Any Town, NM 99999
Phone: XXX-XXX-XXXX
Cell : XXX-XXXX
Email: XXX-XXXX

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2022-006B – Village of Ruidoso Annex Building Demolition and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule. D. "RFP" means Request for Proposals as defined in statute and rule.

D. "You" and "your" refers to (Contractor Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. Scope of Work.

The Contractor shall perform the work as outlined in Exhibit A and attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE**

CONTRACTOR BY THE STATE. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. **Retainage.** Not Applicable – The Parties agree there is no retainage.

E. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective upon notice of award to the Contractor and until final project closeout, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. **Grounds.** The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. **Notice; Procuring Agency Opportunity to Cure.**

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30)

day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because

1. the Contractor is not a councilor;
2. the Contractor is not a member of a councilor's family;
3. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
4. if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial

interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings

both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession.

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings.

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring

Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement,

caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

25. Default and Force Majeure.

The Village reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

26. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

27. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

28. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

29. **Commercial Warranty.**

RESERVED

30. **Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

31. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

32. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

33. **Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor

shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

34. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

35. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

36. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

C. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

D. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

E. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

F. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

G. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

H. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

37. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

I. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers' liability: \$100,000.

J. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

38. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

CONTRACTOR:

Lynn D. Crawford, Mayor

Contractor, Title

Date

Date

ATTEST:

Ronald Sena, Village Clerk

Village of Ruidoso
Purchasing Department
ITB #2022-006B
Village of Ruidoso Annex Building Demolition

APPENDIX K – ASBESTOS ABATEMENT

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**PROTECTING PEOPLES HEALTH
BY REMOVING TOXIC MATERIALS**



PRODOC™ PROJECT CLOSEOUT DOCUMENTATION

Corporate Office
5904 Florence Ave NE, Albuquerque, NM 87113
P: (505) 823-9006 F: (505) 823-2766
www.Keers.com

JOB: 421 Wingfield Street

(✓) DOCUMENTATION CONTAINED WITHIN:

- NESHAP Notification/Permit
- QualPRO® Daily Project Logs
- QualPRO® Visual Inspection Report
- QualPRO® Final Inspection Report
- QualPRO® Air Sampling Forms & Results
- QualPRO® Negative Exposure Assessment
- Final Clearance Laboratory Results
- Differential Pressure Recordings/Printout
- Waste Manifests
- Insurance Certificate
- Emergency Response Plan
- Employee Medicals
- Employee Respirator Fit Test
- Employee Training Certificates
- Certified Payroll
- Other Project Documentation (Describe)

IMPORTANT NOTICE – PLEASE READ

THE DOCUMENTATION CONTAINED WITHIN THIS FILE REPRESENTS IMPORTANT REGULATORY INFORMATION ON YOUR ENVIRONMENTAL ABATEMENT/REMEDIATION PROJECT. THIS INFORMATION SHOULD BE KEPT IN SECURE, LONG-TERM STORAGE FOR 30 YEARS.

ProDOC™ is Keers proprietary project documentation system that documents important regulatory/liability information for the protection of the facility owner.

ProDoc™ is Keers proprietary quality assurance program.

KEERS QUALPRO® DAILY PROJECT LOG

Job No. 200301 Date 9/2/2020

IMPORTANT NOTICE-PLEASE READ- I agree to comply with applicable state regulation, project specifications, OSHA/EPA regulations, and Keers standard operating procedures/safety requirements when working in this area. I am fully aware of the potential detrimental effects of contamination and I assume all inherent occupational risks involved. By my signature below I acknowledge that I have read and fully understand the above notice.

Work Classification Codes

20101 ASB: Site Preparation	20302 LEAD: Removal	20504 SITE: Touchup/Restore
20102 ASB: Removal	20303 LEAD: Cleanup/Detail	20505 SITE: Supervision
20103 ASB: Cleanup/Detail	20304 LEAD: Touchup/Detail	20701 SPEC/IND: Site Prep
20104 ASB: Touchup/Restore	20505 LEAD: Site Supervision	20702 SPEC/IND: Removal
20105 ASB: Site Supervision	20501 SITE: Preparation	20703 SPEC/IND: Cleanup/Detail
20301 LEAD: Site Preparation	20502 SITE: Removal	20704 SPEC/IND: Touchup/Res
	20503 SITE: Cleanup/Detail	20705 SPEC/IND: Site Supervision

EMPLOYEES: SIGN-IN LOG

Name (Print)	Signature	Time In/Out	Work Code	Time In/Out	Work Code	Total Hrs
1. <u>LIMON VALENZUELA</u>		<u>5:30</u>	<u>20102</u>	<u>8:00</u>		<u>2.5</u>
2. <u>Isaac Coronado</u>		<u>5:30</u>	<u>20102</u>	<u>8:00</u>		<u>2.5</u>
3. <u>Ismael Martinez</u>		<u>5:30</u>	<u>20102</u>	<u>8:00</u>		<u>2.5</u>
4. <u>Rebeca Kato</u>		<u>5:30</u>	<u>20102</u>	<u>8:00</u>		<u>2.5</u>
5.						
6.						
7.						
8.						
9.						
10.						

VISITORS AND SUBCONTRACTORS: SIGN-IN LOG

Name (Print)	Signature	Employer	Time In/Out	Purpose of visit or work performed	Total Hours
1.					<u>1.0</u>
2.					
3.					

COMPLETED WORK DESCRIPTION

Note: Actual Quantities Removed
 Today we only prep approx 40 sq ft inside Bldg. in Phone Room. 1 9x9 tile (associated with the wall removed). Also try to remove some penetrations but we can't. 1200

PROBLEMS/DELAYS/UNUSUAL EVENTS/ACCIDENTS/SAFETY HAZARDS

is to No. 7 - Metal Roof -
 x Wood platform half of the room do know if it is Floor tile & mastic under. Scope of work is only the 9x9 tile and mastic that is exposed.

NEXT DAY PLAN/GOALS

- locate and remove roof penetrations
 daily tomorrow -

RECORD OF JOBSITE COMMUNICATION/EXTRA WORK

Safety meeting -

wood platform stay.
F-T & Mastic only.
STEP.

Removal Method Used

Negative Pressure Enclosure

Mini-Enclosure

Glove Bag

Component Removal

Outdoor Removal

R/C Method

Disposal

Prep

Other (Describe)

Locate on Drawing

Regulated Work Area
 Critical Barriers
 Neg. Air Machines
 Exhaust Locations →
 Decon Station

Pre-Existing Damage & Fixture Condition Log

Item	Condition	Location

Contaminant
 Asbestos Lead
 Mold Other (Specify Below)

Project
102-407 Wingfield St.
Location
401 Wingfield St.
Customer
Willare of Renda82

SUPERVISOR'S CHECKLIST

- BEGINNING OF JOB**
- Uniforms/ID Badges/PPE
 - Training Certs & Medicals
 - Notifications/Updates
 - Start Pack, Production Worksheet
 - QualPRO Manual, Abatement Plan and/or Project Specs
 - Safety Planning
 - Emergency Response Plan Posted
 - Negative Exposure Assessment
 - OSHA's Required
 - Confined Space & Lock-out/tag-out
 - Necessary Equip/Supplies

BEGINNING OF WORK SHIFT/DAY

- Safety Meeting
- Production Worksheet: Record actual hours and production rate/hour.
- Set-up Air-Monitoring & Post
- Previous Day's Results (unless NEA) sign & date manometer printout
- Organize workers into work teams with goals/tasks
- Review/train workers on correct work practices
- Check jobsite/inventory
- Check staging area & job board
- Change primary/secondary filters on Neg airs

DURING WORK SHIFT/DAY

- 2-Hours in containment
- Check work progress vs. goal
- Work organized for productivity
- Prep/abatement work NOT damaging surfaces, equipment, etc.
- Work practices in compliance with QualPRO, Abatement Plan and/or Specifications
- Jobsite safety hazards noted for safety meeting
- QA/QC checklist filled out
- Check equipment
- Progress report to superintendent

END OF WORK SHIFT/DAY

- All wet waste in containers
- Containment/staging area clean
- Sign and date manometer printout
- Tools checked-in/secure
- Collect air cassettes/overnight
- Daily paperwork complete
- Equip/Disposal Trailer Locked
- Turn off water/lights
- Work area secure/locked
- Security called
- Record and analyze day's production on production worksheet

END OF JOB

- Visual inspection form completed/signed off
- Final inspection form completed/signed
- Disposal manifest signed (by owner) & call for disposal pickup
- Leave job site clean
- Punch list items completed
- Rentals returned
- K-Team score cards completed
- Close-out documentation submitted

01-28-05

KEERS QUALPRO® DAILY PROJECT LOG

Job No. 202301 Date 9/3/20

IMPORTANT NOTICE-PLEASE READ—I agree to comply with applicable state regulation, project specifications, OSHA/EPA regulations, and Keers standard operating procedures/safety requirements when working in this area. I am fully aware of the potential detrimental effects of contamination and I assume all inherent occupational risks involved. By my signature below I acknowledge that I have read and fully understand the above notice.

Work Classification Codes

20101 ASB: Site Preparation	20302 LEAD: Removal	20504 SITE: Touchup/Restore
20102 ASB: Removal	20303 LEAD: Cleanup/Detail	20505 SITE: Supervision
20103 ASB: Cleanup/Detail	20304 LEAD: Touchup/Restore	20701 SPEC/IND: Site Prep
20104 ASB: Touchup/Restore	20305 LEAD: Site Supervision	20702 SPEC/IND: Removal
20105 ASB: Site Supervision	20501 SITE: Preparation	20703 SPEC/IND: Cleanup/Detail
20301 LEAD: Site Preparation	20502 SITE: Removal	20704 SPEC/IND: Touchup/Res
	20503 SITE: Cleanup/Detail	20705 SPEC/IND: Site Supervision

EMPLOYEES: SIGN-IN LOG

Name (Print)	Signature	Time In/Out	Work Code	Time In/Out	Work Code	Total Hrs
1. <u>Ramon J. Luvizuel</u>	<u>[Signature]</u>	<u>5:30</u>	<u>20105</u>	<u>9:00</u>		<u>3.5</u>
2. <u>Roberto</u>	<u>[Signature]</u>	<u>5:30</u>	<u>20105</u>	<u>9:00</u>		<u>3.5</u>
3. <u>Ignacio Coronado</u>	<u>[Signature]</u>	<u>5:30</u>	<u>20105</u>	<u>9:00</u>		<u>3.5</u>
4. <u>Ismael Y. Ortiz</u>	<u>[Signature]</u>	<u>5:30</u>	<u>20105</u>	<u>9:00</u>		<u>3.5</u>
5.						
6.						
7.						
8.						
9.						
10.						

VISITORS AND SUBCONTRACTORS: SIGN-IN LOG

Name (Print)	Signature	Employer	Time In/Out	Purpose of visit or work performed	Total Hours
1.					
2.					
3.					

COMPLETED WORK DESCRIPTION Note: Actual Quantities Removed

Today approx 16 penetrations was removed. For this metal roof, we just removed flat to the metal roof can't dig more.

PROBLEMS/DELAYS/UNUSUAL EVENTS/ACCIDENTS/SAFETY HAZARDS

Some units are attached very close to the roof impossible to remove the 3" layer slabs.
Will attempt to remove 1/c units for us.

NEXT DAY PLAN/GOALS

Continue w/ roof penetrations on 9/9/20.

RECORD OF JOBSITE COMMUNICATION/EXTRA WORK

Safety meeting - COVID-19 - screening - was told by the crew - everybody are ready to work today.



Locate on Drawing	Pre-Existing Damage & Fixture Condition Log		
Regulated Work Area <input type="checkbox"/>	Item	Condition	Location
Critical Barriers <input type="checkbox"/>			
Neg. Air Machines <input checked="" type="checkbox"/>			
Exhaust Locations <input type="checkbox"/>			
Decon Station <input type="checkbox"/>			

Contaminant
 Asbestos Lead
 Mold Other (Specify Below)

Project
1012-40 Wingfield St -
Location
Rochester, NY
Customer
Village of Rochester

SUPERVISOR'S CHECKLIST

- BEGINNING OF JOB**
- Uniforms/ID Badges/PPE
 - Training Certs & Medicals
 - Notifications/Updates
 - Start Pack, Production Worksheet
 - QualPRO Manual, Abatement Plan and/or Project Specs
 - Safety Planning
 - Emergency Response Plan Posted
 - Negative Exposure Assessment
 - OSHA's Required
 - Confined Space & Lock-out/tag-out
 - Necessary Equip/Supplies

BEGINNING OF WORK SHIFT/DAY

- Safety Meeting
- Production Worksheet: Record actual hours and production rate/hour.
- Set-up Air-Monitoring & Post
- Previous Day's Results (unless NEA) sign & date manometer printout
- Organize workers into work teams with goals/tasks
- Review/train workers on correct work practices
- Check jobsite/inventory
- Check staging area & job board
- Change primary/secondary filters on Neg airs

DURING WORK SHIFT/DAY

- 2-Hours in containment
- Check work progress vs. goal
- Work organized for productivity
- Prep/abatement work NOT damaging surfaces, equipment, etc.
- Work practices in compliance with QualPRO, Abatement Plan and/or Specifications
- Jobsite safety hazards noted for safety meeting
- QA/QC checklist filled out
- Check equipment
- Progress report to superintendent

END OF WORK SHIFT/DAY

- All wet waste in containers
- Containment/staging area clean
- Sign and date manometer printout
- Tools checked-in/secure
- Collect air cassettes/overnight
- Daily paperwork complete
- Equip/Disposal Trailer Locked
- Turn off water/lights
- Work area secure/locked
- Security called
- Record and analyze day's production on production worksheet

END OF JOB

- Visual inspection form completed/signed off
- Final inspection form completed/signed
- Disposal manifest signed (by owner) & call for disposal pickup
- Leave job site clean
- Punch list items completed
- Rentals returned
- K-Team score cards completed
- Close-out documentation submitted

Ramon J. Luvizuel
 Project Leader/Supervisor (Printed Name)

[Signature]
 Signed

01-2R-05

KEERS QUALPRO® DAILY PROJECT LOG

Job No. 202301 Date 9/15/2020

IMPORTANT NOTICE-PLEASE READ—I agree to comply with applicable state regulation, project specifications, OSHA/EPA regulations, and Keers standard operating procedures/safety requirements when working in this area. I am fully aware of the potential detrimental effects of contamination and I assume all inherent occupational risks involved. By my signature below I acknowledge that I have read and fully understand the above notice.

Work Classification Codes		
20101 ASB: Site Preparation	20302 LEAD: Removal	20504 SITE: Touchup/Restore
20102 ASB: Removal	20303 LEAD: Cleanup/Detail	20505 SITE: Supervision
20103 ASB: Cleanup/Detail	20304 LEAD: Touchup/Restore	20701 SPEC/IND: Site Prep
20104 ASB: Touchup/Restore	20305 LEAD: Site Supervision	20702 SPEC/IND: Removal
20105 ASB: Site Supervision	20501 SITE: Preparation	20703 SPEC/IND: Cleanup/Detail
20301 LEAD: Site Preparation	20502 SITE: Removal	20704 SPEC/IND: Touchup/Res
	20503 SITE: Cleanup/Detail	20705 SPEC/IND: Site Supervision

EMPLOYEES: SIGN-IN LOG						
Name (Print)	Signature	Time In/Out	Work Code	Time In/Out	Work Code	Total Hrs
1. <u>Ramon Chirizuelo</u>	<u>[Signature]</u>	<u>2:30</u>	<u>0750</u>	<u>8:05</u>		<u>5.5</u>
2. <u>Araceli Bantec</u>	<u>[Signature]</u>	<u>5:30</u>	<u>2062</u>			<u>2.5</u>
3. <u>Ruben Kati</u>	<u>[Signature]</u>	<u>5:30</u>	<u>2062</u>			<u>2.5</u>
4. <u>Ismael Martinez</u>	<u>[Signature]</u>	<u>5:30</u>	<u>2062</u>			<u>2.5</u>
5.						
6.						
7.						
8.						
9.						
10.						

VISITORS AND SUBCONTRACTORS: SIGN-IN LOG					Total Hours
Name (Print)	Signature	Employer	Time In/Out	Purpose of visit or work performed	
1.					<u>13</u>
2.					
3.					

COMPLETED WORK DESCRIPTION Note: Actual Quantities Removed
- today we continue removing silver cement around penetrations on Roof.

PROBLEMS/DELAYS/UNUSUAL EVENTS/ACCIDENTS/SAFETY HAZARDS
- Done
- Daily Covid-19 Screening done - all workers are OK to work.

NEXT DAY PLAN/GOALS
Complete this project.

RECORD OF JOBSITE COMMUNICATION/EXTRA WORK
Safety meeting material was bagged and disposed

- Removal Method Used**
- Negative Pressure Enclosure
 - Mini-Enclosure
 - Glove Bag
 - Component Removal
 - Outdoor Removal
 - RFC1 Method
 - Disposal
 - Prep
 - Other (Describe)

Locate on Drawing	Pre-Existing Damage & Fixture Condition Log		
Regulated Work Area <input type="checkbox"/>	Item	Condition	Location
Critical Barriers <input type="checkbox"/>			
Neg. Air Machines <input checked="" type="checkbox"/>			
Exhaust Locations <input type="checkbox"/>			
Decon Station <input type="checkbox"/>			

Contaminant
 Asbestos Lead
 Mold Other (Specify Below)

Project
102-401 Wingfield St
Location
Ruidoso, N.M.
Customer
Village of Ruidoso

SUPERVISOR'S CHECKLIST

- BEGINNING OF JOB**
- Uniforms/ID Badges/PPE
 - Training Certs & Medicals
 - Notifications/Updates
 - Start Pack, Production Worksheet
 - QualPRO Manual, Abatement Plan and/or Project Specs
 - Safety Planning
 - Emergency Response Plan Posted
 - Negative Exposure Assessment
 - OSHA's Required
 - Confined Space & Lock-out/tag-out
 - Necessary Equip/Supplies
- BEGINNING OF WORK SHIFT/DAY**
- Safety Meeting
 - Production Worksheet: Record actual hours and production rate/hour.
 - Set-up Air-Monitoring & Post
 - Previous Day's Results (unless NEA) sign & date manometer printout
 - Organize workers into work teams with goals/tasks
 - Review/train workers on correct work practices
 - Check jobsite/inventory
 - Check staging area & job board
 - Change primary/secondary filters on Neg airs

- DURING WORK SHIFT/DAY**
- 2-Hours in containment
 - Check work progress vs. goal
 - Work organized for productivity
 - Prep/abatement work NOT damaging surfaces, equipment, etc.
 - Work practices in compliance with QualPRO, Abatement Plan and/or Specifications
 - Jobsite safety hazards noted for safety meeting
 - QA/QC checklist filled out
 - Check equipment
 - Progress report to superintendent

- END OF WORK SHIFT/DAY**
- All wet waste in containers
 - Containment/staging area clean
 - Sign and date manometer printout
 - Tools checked-in/secure
 - Collect air cassettes/overnight
 - Daily paperwork complete
 - Equip/Disposal Trailer Locked
 - Turn off water/lights
 - Work area secure/locked
 - Security called
 - Record and analyze day's production on production worksheet

- END OF JOB**
- Visual inspection form completed/signed off
 - Final inspection form completed/signed
 - Disposal manifest signed (by owner) & call for disposal pickup
 - Leave job site clean
 - Punch list items completed
 - Rentals returned
 - K-Team score cards completed
 - Close-out documentation submitted

Ramon Chirizuelo
 Project Leader/Supervisor (Printed Name)

[Signature]
 Signed

01-28-05

KEERS QUALPRO® DAILY PROJECT LOG

IMPORTANT NOTICE-PLEASE READ-I agree to comply with applicable state regulation, project specifications, OSHA/EPA regulations, and Keers standard operating procedures/safety requirements when working in this area. I am fully aware of the potential detrimental effects of contamination and I assume all inherent occupational risks involved. By my signature below I acknowledge that I have read and fully understand the above notice.

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20103 ASB: Cleanup/Detail	20304 LEAD: Touchup/Restore	20701 SPEC/ND: Site Prep
20104 ASB: Touchup/Restore	20305 LEAD: Site Supervision	20702 SPEC/ND: Removal
20105 ASB: Site Supervision	20501 SITE: Preparation	20703 SPEC/ND: Cleanup/Detail
20301 LEAD: Site Preparation	20502 SITE: Removal	20704 SPEC/ND: Touchup/Res
	20503 SITE: Cleanup/Detail	20705 SPEC/ND: Site Supervision

EMPLOYEES: SIGN-IN LOG

Name (Print)	Signature	Time In/Out	Work Code	Time In/Out	Work Code	Total Hrs
Ramon Gonzalez	<i>[Signature]</i>	6:30	20105			3.5
Ramon Kato	<i>[Signature]</i>	6:30	20105			2.5
Josmar Martinez	JSMCA/VA	6:30	20105			2.5
Therese Dentler	A3A	6:30	20105			2.5
5.						
6.						
7.						
8.						
9.						
10.						

VISITORS AND SUBCONTRACTORS: SIGN-IN LOG

Name (Print)	Signature	Employer	Time In/Out	Purpose of visit or work performed	Total Hours
1.					
2.					
3.					

COMPLETED WORK DESCRIPTION

Note: Actual Quantities Removed
 - Today we complete to remove all silver scrub around the roof penetrations.

PROBLEMS/DELAYS/UNUSUAL EVENTS/ACCIDENTS/SAFETY HAZARDS

- None
 - COVID-19 SCREENING was completed - all workers are OK to work.

NEXT DAY PLAN/GOALS

Done

RECORD OF JOBSITE COMMUNICATION/EXTRA WORK

Safety meeting - A total of 8 guys was generated on this project.

Removal Method Used

- Negative Pressure Enclosure
- Mini-Enclosure
- Glove Bag
- Component Removal
- Outdoor Removal
- RFCI Method
- Disposal
- Prep
- Other (Describe)

Locate on Drawing

Regulated Work Area
 Critical Barriers
 Neg. Air Machines
 Exhaust Locations
 Decon Station

Pre-Existing Damage & Fixture Condition Log

Item	Condition	Location

Job No. 20301 Date 7/16/20

Contaminant
 Asbestos Lead
 Mold Other (Specify Below)

Project
V012-401 Wingfield St.
Location
Rucker N.W.
Customer
Village of Rucker

SUPERVISOR'S CHECKLIST

- BEGINNING OF JOB**
- Uniforms/ID Badges/PPE
 - Training Certs & Medicals
 - Notifications/Updates
 - Start Pack, Production Worksheet
 - QualPRO Manual, Abatement Plan and/or Project Specs
 - Safety Planning
 - Emergency Response Plan Posted
 - Negative Exposure Assessment
 - OSHA's Required
 - Confined Space & Lock-out/tag-out
 - Necessary Equip/Supplies

BEGINNING OF WORK SHIFT/DAY

- Safety Meeting
- Production Worksheet: Record actual hours and production rate/hour.
- Set-up Air-Monitoring & Post
- Previous Day's Results (unless NEA) sign & date manometer printout
- Organize workers into work teams with goals/tasks
- Review/train workers on correct work practices
- Check jobsite/inventory
- Check staging area & job board
- Change primary/secondary filters on Neg airs

DURING WORK SHIFT/DAY

- 2-Hours in containment
- Check work progress vs. goal
- Work organized for productivity
- Prep/abatement work NOT damaging surfaces, equipment, etc.
- Work practices in compliance with QualPRO, Abatement Plan and/or Specifications
- Jobsite safety hazards noted for safety meeting
- QA/QC checklist filled out
- Check equipment
- Progress report to superintendent

END OF WORK SHIFT/DAY

- All wet waste in containers
- Containment/staging area clean
- Sign and date manometer printout
- Tools checked-in/secure
- Collect air cassettes/overnight
- Daily paperwork complete
- Equip/Disposal Trailer Locked
- Turn off water/lights
- Work area secure/locked
- Security called
- Record and analyze day's production on production worksheet

END OF JOB

- Visual inspection form completed/signed off
- Final inspection form completed/signed
- Disposal manifest signed (by owner) & call for disposal pickup
- Leave job site clean
- Punch list items completed
- Rentals returned
- K-Team score cards completed
- Close-out documentation submitted

[Signature]
 Project Leader/Supervisor (Printed Name)

[Signature]
 Signed

01-28-05



QUALPRO® VISUAL INSPECTION REPORT

TASK SEQUENCING 1. Preparation 2. Removal/Abatement 3. Detail Final Cleaning 4. Post-Abatement Visual Inspection 5. Recleaning (if necessary)		Project Leader: <u>Lawrence (Luzak)</u> E/PC		
		Project Number: <u>202301</u>	Date/Hour: <u>9/16/2022 8:00 AM</u>	
Post Abatement Visual Inspection Checklist Objective: absence of residue, dust, or debris on surfaces in work area (any residue, dust, or debris found during inspection must be assumed to contain ACM/LBP – reclean)		Project Title: <u>V02-401 Wingfield St.</u>		
		Location: <u>Ruidoso N.M.</u>		
		Owner/Client: <u>Village of Ruidoso</u>		
		Equipment needed: <u>flashlight, small screwdriver, putty knife, PPE, ladder, scaffolding</u>		
AC: Affirmative/Complete CA: Corrective Action Required NA: Not Applicable		AC (3)	CA (3)	NA (3)
1. Check surfaces from which ACM/LBP has been removed (with the unaided eye) for remaining residue.		✓		
2. Enter all spaces where ACM/LBP abatement was performed and inspect all surfaces at close range. (Close enough to touch) use a ladder/scaffolding to reach high areas.		✓		
3. Touch and rub substrates from which ACM/LBP have been removed to identify any remaining ACM/LBP residue.		✓		
4. Use a flashlight for areas of inadequate illumination. Shine it across surfaces and notice if any remaining residue casts shadows.		✓		
5. Inspect areas that are difficult to reach or see, or have been covered/enclosed prior to demolition:		✓		
Check inside electrical J-boxes (pull covers) and behind conduit.				✓
'Check inside air register covers of HVAC system (clean as far into duct as can be reached)				✓
Check entire surface area to make sure nothing is covering surface that prevents adequate removal.			✓	
'Check air duct flanges, pipe hangers & suspended ceiling wall angle.				✓
Check around/behind surface mounted fixtures.				✓
'Check by poking screwdriver into spaces between steel beams and roof deck.				✓
Check backside of steel beams including building corners.				✓
Check bolts, nuts, hangars on steel beams and deck.				✓
Check all the area around pipe elbows, tees, bolts and valves where ACM was mudded-on.				✓
Check all surface area corners and perimeters, etc.				✓
Check all surface area holes, crevices and openings.				✓
'Check to see if floor tile/sheeting and mastic extend under wall plates or other fixed objects.		✓		✓
'Check tops of door jambs, window sills, etc.				✓
'Check wall studs/cavities, J-boxes, and ceiling openings/deck for over spray.				✓
6. Inspect poly barriers for residue and water between or behind layers of poly.				✓
7. Inspect crawl spaces on hands and knees with flashlight checking soil carefully for remaining debris. Note: No pieces of ACM/LBP shall be present on top or mixed in with loose soil.				✓
8. Report location of any inaccessible ACM/LBP on final inspection report form (brief: owner/consultant).		✓		
The undersigned, having inspected the regulated work area according to industry guidelines and ASTM standards, certify that no visible ACM/LBP residue/dust/debris was discovered within the containment/regulated work area prior to clearance sampling/analytical and containment/regulated work area barrier removal.				
SIGNED: <u>[Signature]</u> Project Leader		SIGNED: _____ Inspector Conducting Visual Inspection		
DATE: _____		_____ Certification/License Number (if applicable)		



QUALPRO® FINAL INSPECTION REPORT

CONTRACTOR

Customer Representative <u>Mr - RONALD SEW</u>	Project Leader <u>Ramondaluzuela</u>	Service Coordinator <u>Emily Sanchez</u>
Company/Organization <u>Village of Ruidoso</u>	Project Number <u>202301</u>	Date/Hour <u>9/16/20 9:30 AM.</u>
Address <u>313 Cree Meadows Drive</u>	Project Title <u>1012-401 Wingfield St.</u>	
City <u>Ruidoso</u>	State <u>N.M.</u>	Zip <u>88345</u>
Phone Number <u>575) 252-4345</u>	Fax Number <u>575) 252-4345</u>	
Service(s) Provided (Check)		
<input checked="" type="checkbox"/> Asbestos Abatement	<input type="checkbox"/> Decontamination	
<input type="checkbox"/> Lead Abatement	<input type="checkbox"/> Site Remediation	
<input type="checkbox"/> UST Removal	<input type="checkbox"/> Demolition	
<input type="checkbox"/> HVAC Air Duct Cleaning		

The undersigned, having completed the scope of work, and after carefully inspecting the work area in accordance with Keers QualPRO® quality inspection procedures, and reviewing the final clearance sampling/analytical results (if applicable) authorize release of the work area.

Signed: [Signature] Date: 9/16/20 Quality Checked by: _____ Date: _____

Project Leader

Project Completion Briefing Checklist ✓

- Work area left clean and neat.
- Job walk-thru with customer representative explaining/reviewing all work completed.
- Keys and any owner provided items returned.
- Closeout documentation importance discussion (Owner will receive within 4 weeks).
- Repairs needed due to destructive nature of work, to be repaired at Keers' expense
- Other information or concerns customer should know
- Other: _____

Final Clearance Results (Asbestos & Lead Projects Only)

Analytical clearance results None - N/A
(asbestos release criteria: .01 fibers/cc PCM or 70 structures/mm² TEM). **Lead release:** interior floors 40 µg/ft²; interior windowsills 250 µg/ft²; window trough 400 µg/ft². **Soil:** play areas 400 ppm; remainder of yard 1200 ppm.

Important-Asbestos Projects Only

Location and quantity of ACM/PACM remaining in the work area, not scheduled for abatement (required per OSHA 29 CFR 1926.1101). _____

Responsibility of building owner to post warning signs at entrances to areas which employees enter, identifying class 1 ACM/PACMs present, location and work practices required to ensure no disturbance (OSHA 29 CFR 1926.1101).

Comments

Customer Authorized Representative

I acknowledge that the applicable items on the project completion-briefing checklist have been reviewed with me by my Keers Environmental representative to my satisfaction. I have inspected the job-site and work completed. All work contracted has been performed in an acceptable manner in accordance with the proposal/agreement and/or contract/specifications, other than noted above.

Signed: [Signature]

Date: 9/16/20

Owner or Authorized Representative

KEEERS QualPRO™ SAMPLING FORM

Project Number 202301	Date 9/2/2020	Analysis Required (Circle One) Asbestos	Other (Specify)
Project Title 102-401 Winfield St. (Coxy House)	Lead		
Project Location 102-401 Winfield St. Coxy House	On-Site Competent Person Kamran Khan	Signature	
Customer/Owner Village of Rorabaugh	Rotometer # HVR#17	Calibration Date 8/21/2020	

Sample No. (Job#DateSample#)	Time On	Starting Flow Rate (LPW)	Time Off	Ending Flow Rate (LPM)	Total Minutes	Total Air Volume	Employee Name Social Sec. #	Task Code	Sample Code	Lab Results	8 Hour TWA	STEL (Asb.)	Mitriat Code	% ASB ACM DPE Code	Eng. Controls Code	Work Areas Code
2023019220-1	6:00 a.m.	4	8:00 a.m.	4	120	480	Outside phenol room in hallway -	MF G	B	0.013 FCC			NFL		ME B	T
2	a.m.				Blank											
3	a.m.				Blank											
	a.m.															
	a.m.															
	a.m.															
	a.m.															
	a.m.															
	a.m.															
	a.m.															
	a.m.															

Samples Relinquished by Kamran Khan	Date 9/2/2020
Samples Received by L.P. Sicutic	Date 9/10/20
Samples Relinquished by:	Date
Lab Sent to: L.P. Sicutic	Date
Lab Signature: L.P. Sicutic	Date 9/14/20
Chain of Custody continued internally within Lab	Purchase Order #
Required Turn Around (Hrs)	

WORK AREA CODES
 I - Indoor
 CS - Crawl Space
 AP - Attic Plenum
 BR - Boiler Room
 R - Roof
 O - Outdoor
 OT - Other (Specify)

ENG. CONTROL CODES
 NPE - Neg. Pressure Enclosure
 ME - Mini Enclosure
 GB - Glove Bag
 W - Wet
 OT - Other (Specify)

ASBESTOS TYPE CODES
 C - Chrysotile
 A - Amosite
 CR - Crocidolite
 T - Tremolite
 AC - Actinolite
 AN - Anthophyllite

SAMPLING CODES
 B - Field Blank
 C - Clearance
 E - Excursion
 G - General Environ.
 P - Personal
 W - Wipe
 S - Soil
 C - Composite
 T - TCLP

ANALYSIS CODE/LAB RESULTS
 A - f/cc
 D - Damaged Filter
 L - µm
 ND - None Detected
 NA - Not Analyzed
 O - Overloaded
 T - sh/m
 OT - Other (Specify)

TASK CODES (ASBESTOS & LEAD)
 AR - Asphalt Roof Removal
 CA - Clean-up Activities
 CS - Ceiling Strips
 CR - Cement Transite Removal
 DR - Drywall Removal
 ED - Equipment Demolition
 FM - Fluid Mastic Removal
 MF - Manual Flaking Removal
 MD - Manual Demolition
 MM - Mech. Mastic Removal
 PA - Preparation Activities
 RF - RFI Method
 SE - Soil Excavation

MATERIAL DESCRIPTION CODES
 SR - Sprayed Fireproofing Removal
 TR - TSI Removal
 AB - Abrasive Blasting
 AV - Abrasive Vacuum blasting
 CO - Component Removal
 CH - Chemical Stripping
 EE - Encapsulation
 MS - Manual Scraping
 PS - Pneumatic Scaling/Scabbler
 WB - Waterblasting
 BS - Bulk Sampling
 OT - Other

(See Back)



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Consulting, LLC**

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13291 Montana Ave.
EL Paso, TX 79938
Phone (915) 838-1188
Fax (915) 838-1166
www.lpscientific.com

September 14, 2020

Keers Remediation Inc.
Attn: Mr. Emily Sanchez
5904 Florence Ave. NE
Albuquerque, NM 87113

Dear Ms. Sanchez:

The following samples were brought to our laboratory on September 10, 2020. Analysis was performed on September 14, 2020 using Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method.

Project Name: 421 Wingfield St. - Courthouse
Ruidoso, NM

Project: 20,442

Field Sample No.	Volume (L)	Fibers/mm ²	Fibers/cc
2023019220-1	480	16.56	0.013
2023019220-2	N/A	<7.00	ND*
2023019220-3	N/A	<7.00	ND*

*None Detected

Sampling Date: September 2, 2020

The samples indicate asbestos fibers below the OSHA Permissible Exposure Level of 0.1 fibers per cubic centimeter (f/cc) and the Excursion Limit of 1.0 (f/cc). We appreciate the opportunity to be of service to you. Please call if you have any questions or if we may be of further assistance.

Sincerely,

Fernando Ocana
Analyst



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September 14, 2020

Keers Remediation Inc.
Attn: Mr. Emily Sanchez
5904 Florence Ave. NE
Albuquerque, NM 87113

Dear Ms. Sanchez:

The following samples were brought to our laboratory on September 10, 2020. Analysis was performed on September 14, 2020 using Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method.

Project Name: 421 Wingfield St. - Courthouse Ruidoso,
NM

Project: 20,442

Field Sample No.	Volume (L)	Fibers/mm ²	Fibers/cc
2023019320-1	720	22.93	0.012
2023019320-2	60	7.64	0.048
2023019320-3	300	12.10	0.016
2023019320-4	N/A	<7.00	ND*
2023019320-5	N/A	<7.00	ND*

*None Detected

Sampling Date: September 3, 2020

The samples indicate asbestos fibers below the OSHA Permissible Exposure Level of 0.1 fibers per cubic centimeter (f/cc) and the Excursion Limit of 1.0 (f/cc). We appreciate the opportunity to be of service to you. Please call if you have any questions or if we may be of further assistance.

Sincerely,

Fernando Ocana
Analyst

KIEIERS QualPRO™ SAMPLING FORM

Project Number 20301	Date 9/15/2020	Analysis Required (Circle One) Asbestos	Other (Specify)
Project Title VR-401 Wingfield St	Lead		
Project Location Village of Rudosa	On-Site Competent Person PCM: JEM	Signature [Signature]	Calibration Date 6/22/2020
Customer/Owner Village of Rudosa	Rotometer # H0221	Material Code RF	% ASB M1000

Sample No. (Job#/Date/Sample#)	Time On	Starting Flow Rate (LPM)	Time Off	Ending Flow Rate (LPM)	Total Minutes	Total Air Volume	Employee Name Social Sec. #	Task Code	Sample Code	Lab Results	8 Hour TWA	STEL (Ash)	Material Code	ACMI Type Code	Eng. Controls Code	Work Areas Code
20301/15/20-1	6:00 a.m.	4	8:00 a.m.	4	120	480	AREA	NR	S	0.010 f/cc			RF		W	O
2	6:00 a.m.	0	6:30 p.m.	0	30	60	Ismail Martinez	NR	E	0.049 f/cc						
3	6:30 a.m.	0	8:00 a.m.	0	90	180	Ismail Martinez	NR	F	0.070 f/cc						
4	a.m.		p.m.		Blank				B	ND*						
5	a.m.		p.m.		Blank				B	ND*						

ND* None Detected

Samples Relinquished by: [Signature] Date: 9/15/2020

Samples Received by: F-10 Date: 9/21/20

Samples Relinquished by: _____ Date: _____

Lab Sent to: L & P Scientific Date: 9/23/20

Lab Signature: F-10 Date: _____

Chain of Custody continued internally within Lab

Required Turn Around (Hrs) 72 Purchase Order # _____

- TASK CODES (ASBESTOS & LEAD)**
- AR - Asphalt Roof Removal
 - CA - Clean-up Activities
 - CS - Ceiling Scrape
 - CR - Cement Transite Removal
 - DR - Drywall Removal
 - ED - Equipment Demolition
 - FM - Fluid Mastic Removal
 - MF - Manual Flooring Removal
 - MD - Manual Demolition
 - MM - Mech. Mastic Removal
 - PA - Preparation Activities
 - RF - RECT Method
 - SE - Soil Excavation
- SR - Sprayed Fireproofing Removal**
- TR - TSI Removal**
- AB - Abrasive Blasting**
- AV - Abrasive Vacuum Blasting**
- CO - Component Removal**
- CH - Chemical Stripping**
- EE - Encaps/Enclosure**
- MS - Manual Scraping**
- PS - Pneumatic Scraping/Scabbler**
- WH - Waterblasting**
- BS - Bulk Sampling**
- OT - Other**
- MATERIAL DESCRIPTIONS CODES**
(See Back)
- WORK AREA CODES**
- I - Indoor
 - CS - Civil Space
 - AP - Attic Plenum
 - BR - Boiler Room
 - R - Roof
 - O - Outdoor
 - OT - Other (Specify)
- ENG. CONTROL CODES**
- NPE - Neg. Pressure Enclosure
 - ME - Mini Enclosure
 - GB - Glove Bag
 - W - Wet
 - OT - Other (Specify)
- ANALYSIS CODE/LAB RESULTS**
- A - f/cc
 - D - Damaged Filter
 - I - f/m
 - ND - None Detected
 - NA - Not Analyzed
 - O - Overhauled
 - T - smm
 - OT - Other (Specify)
- SAMPLING CODES**
- H - Field Blank
 - C - Clearance
 - F - Excavation
 - G - General Envtion
 - P - Personal
 - W - Wipe
 - S - Soil
 - T - TCU/P
- ASBESTOS TYPE CODES**
- C - Chrysotile
 - A - Amosite
 - CR - Crocidolite
 - T - Tremolite
 - AC - Actinolite
 - AN - Anthrophyllite



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September 23, 2020

Keers Remediation Inc.
Attn: Mr. Emily Sanchez
5904 Florence Ave. NE
Albuquerque, NM 87113

Dear Ms. Sanchez:

The following samples were brought to our laboratory on September 21, 2020. Analysis was performed on September 23, 2020 using Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method.

Project Name: 421 Wingfield St. - Courthouse Ruidoso,
NM

Project: 20,442

Field Sample No.	Volume (L)	Fibers/mm ²	Fibers/cc
20230191520-1	480	12.74	0.010
20230191520-2	60	7.64	0.049
20230191520-3	180	9.55	0.020
20230191520-4	N/A	<7.00	ND*
20230191520-5	N/A	<7.00	ND*

*None Detected

Sampling Date: September 15, 2020

The samples indicate asbestos fibers below the OSHA Permissible Exposure Level of 0.1 fibers per cubic centimeter (f/cc) and the Excursion Limit of 1.0 (f/cc). We appreciate the opportunity to be of service to you. Please call if you have any questions or if we may be of further assistance.

Sincerely,

Fernando Ocana
Analyst

KIEIERS QualPRO™ SAMPLING FORM

Project Number 202301	Date 9/16/2020	Analysis Required (Circle One) Asbestos	Lead	Other (Specify)
Project Title VOR-401 wing field S-1	Project Location Village of Rubeo	Off-Site Competent Person KAYMON BROWN	Signature	
Customer/Owner Village of Rubeo	Rotometer # 10211	Calibration Date 8/21/2020		

Sample No. (Job/Date/Sample#)	Time On	Starting Flow Rate (LPM)	Time Off	Ending Flow Rate (LPM)	Total Minutes	Total Air Volume	Employee Name Social Sec. #	Task Code	Sample Code	Lab Results	8 Hour TWA	STEL (Asb.)	Material Code	% ASB ACM/Type/Code	Eng. Controls Code	Work Areas Code
202301/0204	6:00 am	4	8:30 am	4	150	600	APPEAL TOP TO	NL	G	0.012 f/cc	f/cc				W	0
2	6:00 am	2	6:30 am	2	30	60	1-150 BANISH-12	NL	F	0.057 f/cc	f/cc					
3	6:30 am	2	8:30 am	2	120	240	1-150 BANISH-12	NL	F	0.019 f/cc	f/cc					
4	am		pm						B	ND*						
5	am		pm						B	ND*						

Samples Relinquished by: Raymond C. Brown Date: 9/16/20

Samples Received by: F-10 Date: 9/21/20

Samples Relinquished by: _____ Date: _____

Lab Sent to: LAP Scientific Date: 9/23/20

Lab Signature: [Signature] Date: _____

Chain of Custody continued internally within Lab

Required Turn Around (Hrs) 70 Purchase Order # _____

White - Job File Yellow - Closeout
Pink - Monitoring Binder Gold - Field

- TASK CODES (ASBESTOS & LEAD)**
- AR - Asphalt Roof Removal
 - CA - Clean-up Activities
 - CS - Ceiling Scraping
 - CR - Cement Transit Removal
 - DR - Drywall Removal
 - EM - Fluid Mastic Removal
 - MF - Manual Flooring Removal
 - MD - Manual Demolition
 - MM - Mech. Mastic Removal
 - PA - Preparation Activities
 - RF - RFI Method
 - SE - Soil Excavation
- SR - Sprayproofing Removal**
TR - TSI Removal
AB - Abrasive Blasting
AV - Abrasive Vacuum Blasting
CO - Component Removal
CH - Chemical Stripping
EE - Encap/Enclosure
MS - Manual Scraping
PS - Pneumatic Scaling/Scabbling
WB - Waterblasting
BS - Bulk Sampling
OT - Other
- WORK AREA CODES**
- T - Indoor
 - CS - Crowd Space
 - AP - Aisle Plenum
 - BR - Boiler Room
 - R - Roof
 - O - Outdoor
 - OT - Other (Specify)
- ENG. CONTROL CODES**
- NPE - Neg. Pressure Enclosure
 - ME - Mini Enclosure
 - GB - Glove Bag
 - W - Wet
 - OT - Other (Specify)
- ANALYSIS CODE/LAB RESULTS**
- A - Free
 - D - Damaged Filter
 - L - W/P
 - ND - None Detected
 - NA - Not Analyzed
 - O - Overloaded
 - T - soam
 - OT - Other (Specify)
- SAMPLING CODES**
- B - Field Blank
 - C - Clearance
 - E - Excursion
 - G - General Environm.
 - P - Personal
 - W - Wipe
 - S - Soil
 - C - Composite
 - T - TCLP
- ASBESTOS TYPE CODES**
- C - Chrysotile
 - A - Amosite
 - CR - Crocidolite
 - T - Tremolite
 - AC - Actinolite
 - AN - Anthophyllite



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www.lpscientific.com

September 23, 2020

Keers Remediation Inc.
Attn: Mr. Emily Sanchez
5904 Florence Ave. NE
Albuquerque, NM 87113

Dear Ms. Sanchez:

The following samples were brought to our laboratory on September 21, 2020. Analysis was performed on September 23, 2020 using Phase Contrast Microscopy (PCM) in accordance with the NIOSH 7400 method.

Project Name: 421 Wingfield St. - Courthouse Ruidoso,
NM

Project: 20,442

Field Sample No.	Volume (L)	Fibers/mm ²	Fibers/cc
20230191620-1	600	19.11	0.012
20230191620-2	60	8.92	0.057
20230191620-3	240	12.10	0.019
20230191620-4	N/A	<7.00	ND*
20230191620-5	N/A	<7.00	ND*

*None Detected

Sampling Date: September 16, 2020

The samples indicate asbestos fibers below the OSHA Permissible Exposure Level of 0.1 fibers per cubic centimeter (f/cc) and the Excursion Limit of 1.0 (f/cc). We appreciate the opportunity to be of service to you. Please call if you have any questions or if we may be of further assistance.

Sincerely,

Fernando Ocana
Analyst



Special Waste Disposal, Inc
 5904 Florence Ave. NE
 Albuquerque, New Mexico 87113
 Office 505.828.2650
 Disposal Site: 505.847.2917

**WASTE MANIFEST FOR SHIPMENT
 OF ASBESTOS WASTES TO SPECIAL
 WASTE DISPOSAL FACILITY**

Located 14 Mi. So. On Highway 55

from Mountainair, New Mexico

All applicable blanks MUST BE COMPLETED, including signature

Part I GENERATOR

A generator must sign and keep a copy of each manifest in accordance with NMAC 20.9.8.19 and retain a hand signed copy from the designated facility that received the waste. Only hand signed copies are legal documents for generators.

Job Number: 20230-1 Tracking Number: _____
 Project Name: VOR - Ruidoso Municipal Court. Generator Name: Village of Ruidoso
 Address: 421 Wingfield St Address: 313 Cree Meadows Dr.
 City/State/Zip: Ruidoso N.M. 88345 City/State/Zip: Ruidoso N.M. 88345
 Telephone: (575) 258-4343 Telephone: (575) 258-4343

CERTIFICATION. I hereby declare that the contents of this consignment are fully and accurately described by proper shipping name and are classified, packaged, and labeled in accordance with applicable regulations, and are in all respects in proper condition for transport by highway according to applicable international and government regulations and is not a hazardous waste as defined by 40 CFR, Part 261.

[Signature]
 Name of Authorized Agent

[Signature]
 Signature

0	9	1	6	2	0
---	---	---	---	---	---

Waste Generation Date

Part II CONTRACTOR CONTENTS

Contractor Name: Keap Remediation Inc.
 Address: 5904 Florence Ave. NE Abq. N.M.
 City/State/Zip/Phone: Abq. N.M. 87113

Responsible Agency: NMED-SWB 1190
St Francis Dr. Santa Fe, N.M.
87502 ✓

CERTIFICATION. I hereby declare that the contents of this consignment are fully and accurately described by proper shipping name and are classified, packaged, and labeled in accordance with applicable regulations, and are in all respects in proper condition for transport by highway according to applicable international and government regulations and is not a hazardous waste as defined by 40 CFR, Part 261.

Weight		Friable	
Bags	<u>8</u>	Non-Friable	✓
Barrels		UN2212 Pkg. Group II	
Cu. Yds.	<u>1</u>	UN2590 Pkg. Group III	

Special Handling Instructions:
Accept only in tightly and unruptured containers-
Remove chert
[Signature]
 Name of Authorized Agent

[Signature]
 Signature

Waste Description
ACM is roofing tarp material

Part III TRANSPORTER

Name of Transporter #1: Kenneth Valencia Special Waste Hauler Permit No.: 0101265
 Mailing Address: 5904 Florence Ave. NE Abq. N.M. 87113 Phone No. 505-823-9006 Truck License No.: K-015-12-1
 Name of Transporter #2: Special Waste Disposal Special Waste Hauler Permit No.: 0101265-00006
 Mailing Address: 5904 Florence Ave. Albuquerque 87113 Phone No. _____ Truck License No.: K91-K200

The following statement must be signed by the truck driver prior to unloading at the Special Waste Disposal Facility. "I certify that no other material has been placed in this truck since the containers described in Part 1 of the form were loaded."

Signature of Transporter #1: [Signature] Date Received: 09/16/20
 Signature of Transporter #2: [Signature] Date Received: 09/21/20

Part IV DISPOSAL SITE

This is to certify that the Special Waste Disposal Facility, operating under NMED Solid Waste Bureau Facility ID No. SWM013035 (SP) has been approved for the disposal of asbestos waste has received the above indicated waste (except for noted discrepancies)

Discrepancy Explanation: _____
 Active Area# 5 Cell # 3 Date Received 09/21/20
 Authorized Signature: [Signature]

RESPONSIBLE AGENCY
 New Mexico Environment Department
 Solid Waste Bureau
 1190 St. Francis Drive
 Santa Fe, NM 87502