

## **VILLAGE OF RUIDOSO NOTICE OF SPECIAL MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Tuesday, May 6, 2025 at 9:30 AM. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG.

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL.

AGENDA ITEMS.

1. Discussion and Possible Action on Purchase of One (1) Command Trailer through GSA Contract #GS-30F-014DA from Midway Trailers, Inc. in the amount of \$99,900 Including NMGR.
2. Discussion and Possible Action on Adoption of Resolution 2025-10 a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Pumper Fire Apparatus Trucks.
3. Discussion and Possible Action on Change Order No.3 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Increasing the Contract by \$806,779.56 Including NMGR, and Requesting a Time Extension of 35 days to July 9, 2025.
4. CLOSED SESSION:
  - Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
  - Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
  - Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is

needed.

Jini S. Turri, MMC, Village Clerk

ADJOURN.

# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 1.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Eric Queller, Emergency Manager  
Cade Hall, Fire Chief

**Meeting Date:** May 6, 2025

**Re:** Discussion and Possible Action on Purchase of One (1) Command Trailer through GSA Contract #GS-30F-014DA from Midway Trailers, Inc. in the amount of \$99,900 Including NMGRT.

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### **Item Summary:**

Discussion and Possible Action on Purchase of One (1) Command Trailer through GSA Contract #GS-30F-014DA from Midway Trailers, Inc. in the amount of \$99,900 Including NMGRT.

### **Financial Impact:**

The purchase will be budgeted in the General Fund's Emergency Management Department's Capital Outlay - Equipment line item (101-051-53001). Funds will be budgeted out of General Fund Cash Reserves.

### **Item Discussion:**

The command trailer will support unified command operations during emergencies, disasters, and major special events where public safety coordination and command efforts are required.

### **Recommendations:**

To Approve Purchase of One (1) Command Trailer through GSA Contract #GS-30F-014DA from Midway Trailers, Inc. in the amount of \$99,900 Including NMGRT.

### **ATTACHMENTS:**

Description

Quote

**Midway Trailers, Inc. - GSA Contract GS-30F-014DA**  
**2650 County Hwy 401, Benton, MO 63736**  
**POC: Ryan Heston / 636-980-9429 x303 / ryanh@totaltrailers.com**  
**CAGE: 1Q TJ5 / DUNS: 019652072 / TIN: 43-1204852**  
**Factory 3 year warranty**  
**All aluminum frame for max weight savings, rust prevention & life cycle**

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**Available as of 4/22/25 in O'Fallon, MO. If sold, 8-12 weeks to order from date of order.**

**Trailer Cost: \$99,900**  
**Freight to Ruidoso, NM: \$2,700**  
**Grand Total Delivered: \$102,600**

#### **24' Front Office Medical / Office Trailer w/ Bathroom, Generator**

<b>Type</b>	Trailer or Truck Bed	<b>Category</b>	Office Trailer
<b>Stock#</b>	233503	<b>VIN</b>	233503
<b>Location</b>	St. Louis	<b>Year</b>	2025
<b>Status</b>	Available	<b>Condition</b>	New
<b>Manufacturer</b>	TOTAL TRAILER	<b>Model</b>	24' Front Office Medical / Office Trailer
<b>GVWR</b>	9990	<b>Axle Capacity</b>	5200
<b>Axles</b>	2	<b>Color</b>	White
<b>Construction</b>	Aluminum	<b>Pull Type</b>	Bumper
<b>Suspension Type</b>	Torsion Suspension	<b>Height</b>	84in / 7ft
<b>Width</b>	102in / 8ft 6in	<b>Length</b>	288in / 24ft

[https://totaltrailers.com/tf/units/24-front-office-medical-office-trailer-w-bathroom-generator?stock\\_number=233503](https://totaltrailers.com/tf/units/24-front-office-medical-office-trailer-w-bathroom-generator?stock_number=233503)

**Price: \$99,900.00**

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## **Description**

**24' Front Office Medical / Office Trailer w/ Bathroom, Generator**

**Call for details**

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# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 2.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Cade Hall, Fire Chief

**Meeting Date:** May 6, 2025

**Re:** Discussion and Possible Action on Adoption of Resolution 2025-10 a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Pumper Fire Apparatus Trucks.

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### **Item Summary:**

Discussion and Possible Action on Adoption of Resolution 2025-10 a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Pumper Fire Apparatus Trucks.

### **Financial Impact:**

The loan will be paid from the annual Fire Marshall's Distribution. The funds will be accumulated in the Fire Special Revenue Fund. Annual distribution averages about \$490,000.

### **Item Discussion:**

Resolution 2025-10 a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Pumper Fire Apparatus Trucks.

### **Recommendations:**

To Discuss Resolution 2025-10 a Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority to Purchase and Equip Two (2) Class A Pumper Fire Apparatus Trucks.

### **ATTACHMENTS:**

Description

Resolution 2025-10

## RESOLUTION NO. 2025-10

### AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Village of Ruidoso ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Governing Body is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends purchase and equip two Class A Pumper Fire Apparatus Trucks for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
VILLAGE OF RUIDOSO

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Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 6<sup>th</sup> day of May, 2025

GOVERNING BODY

By \_\_\_\_\_  
Lynn D. Crawford,  
Mayor/Authorized Officer

(Seal)

ATTEST:

\_\_\_\_\_  
Jini Turri, MMC  
Village Clerk



# AGENDA MEMORANDUM

## Village of Ruidoso

Agenda Item - 3.

**To:** Mayor Crawford and Councilors

**Presenter(s):** Randy Koehn, Water Production Manager

**Meeting Date:** May 6, 2025

**Re:** Discussion and Possible Action on Change Order No.3 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Increasing the Contract by \$806,779.56 Including NMGRT, and Requesting a Time Extension of 35 days to July 9, 2025.

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### **Item Summary:**

Discussion and Possible Action on Change Order No.3 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Increasing the Contract by \$806,779.56 Including NMGRT, and Requesting a Time Extension of 35 days to July 9, 2025.

### **Financial Impact:**

Project is currently budgeted in the SGRT Special Revenue Fund's C/O Water System Projects line item (202-211-53030). Change order will be budgeted out of SGRT reserves.

### **Item Discussion:**

(Bid Item No. A-5) Replace rafter bolts as necessary at the Alto Crest Tank has been removed, resulting in a contract price decrease of \$125.00.

(Bid Item No. A-10) Restocking fee for Bid Item 12 has been included, resulting in a contract price increase of \$35,035.45.

(Bid Item No. A-11) Tank Roof and Supporting Structure Replacement at the Alto Crest Tank has been included, resulting in a contract price increase of \$702,113.00.

(Bid Item No. GA-4) Repair (i.e., seal cracks) in concrete ring wall at the Gavilan Tank has been removed, resulting in a contract price decrease of \$10,000.00.

(Bid Item No. GA-10) Cathodic protection at the Gavilan Tank has been included, resulting in a contract price increase of \$16,500.00.

(Bid Item No. GA-11) Cathodic protection supports at the Gavilan Tank has been included, resulting in a contract price increase of \$2,200.00.

**Recommendations:**

To Approve Change Order No.3 with D&R Tank for Water Storage Tank Rehabilitation Re-Bid ITB #2024-001B, Increasing the Contract by \$806,779.56 Including NMGRT, and Requesting a Time Extension of 35 days to July 9, 2025.

**ATTACHMENTS:**

Description

C-94 Change Order #3

D&R Agreement

**CHANGE ORDER NO. 3**

Date of Issuance: 1-May-25	Effective Date: 1-May-25
Owner: Village of Ruidoso	Owner's Contract No.: N/A
Contractor: D&R Tank Company	Contractor's Project No.: N/A
Engineer: Souder, Miller & Associates	Engineer's Project No.: 6331008
Project: Village of Ruidoso Water Storage Tank Rehabilitation Project	Contract Name: Village of Ruidoso Water Storage Tank Rehabilitation Project

The Contract is modified as follows upon execution of this Change Order:

**(Bid Item No. A-5)**

Replace rafter bolts as necessary at the Alto Crest Tank has been removed, resulting in a contract price decrease of \$125.00.

**(Bid Item No. A-10)**

Restocking fee for Bid Item 12 has been included, resulting in a contract price increase of \$35,035.45.

**(Bid Item No. A-11)**

Tank Roof and Supporting Structure Replacement at the Alto Crest Tank has been included, resulting in a contract price increase of \$702,113.00.

**(Bid Item No. GA-4)**

Repair (i.e., seal cracks) in concrete ring wall at the Gavilan Tank has been removed, resulting in a contract price decrease of \$10,000.00.

**(Bid Item No. GA-10)**

Cathodic protection at the Gavilan Tank has been included, resulting in a contract price increase of \$16,500.00.

**(Bid Item No. GA-11)**

Cathodic protection supports at the Gavilan Tank has been included, resulting in a contract price increase of \$2,200.00.

Attachments: *Unit Price Worksheet, Supplier's Quote*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>1,812,505.00 (\$1,960,903.85 w/ NMGR)</u>	Original Contract Times: Substantial Completion: <u>December 11<sup>th</sup>, 2024 (365 days)</u> Ready for Final Payment: <u>January 10<sup>th</sup>, 2025 (395 days)</u> dates (days)
Increase from previously approved Change Orders:  \$ <u>1,819,708.00 (\$1,968,696.59 w/ NMGR)</u>	Increase from previously approved Change Orders: Substantial Completion: <u>175</u> Ready for Final Payment: <u>175</u> days
Contract Price prior to this Change Order:  \$ <u>3,632,213.00 (\$3,929,600.44 w/ NMGR)</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 4<sup>th</sup>, 2025 (540 days)</u> Ready for Final Payment: <u>July 4<sup>th</sup>, 2025 (570 days)</u> dates (days)
Increase of this Change Order:  \$ <u>745,723.45 (\$806,776.56 w/ NMGR)</u>	Increase of this Change Order: Substantial Completion: <u>35</u> Ready for Final Payment: <u>35</u> days
Contract Price incorporating this Change Order:  \$ <u>4,377,936.54 (\$4,736,380.00 w/ NMGR)</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 9<sup>th</sup>, 2025 (575 days)</u> Ready for Final Payment: <u>August 8<sup>th</sup>, 2025 (605 days)</u> dates (days)

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

Engineer (if required)

Title:

Senior Engineer

Date:

5/1/2025

By:

Owner (Authorized

Title

Date

By:

Contractor (Authorized

Title

Date

## Change Order Estimate

Item		Original Contract Information				Revised Contract Information					Revised Contract Information				
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference	Change Order #	Revised Item Quantity	Revised Unit Price	Revised Value	Difference
1	Pre-construction and post-construction Video Documentation	1	LS	\$3,458.00	\$3,458.00										
2	Mobilization (75%) and Demobilization (25%), including removal of all debris from storage sites and delivery of O&M manuals, also as-builts; not to exceed 5% of total bid	1	LS	\$33,360.00	\$33,360.00										
3	Material Testing Allowance	1	ALLOW	\$5,000.00	\$5,000.00										
4	Interior Lead Testing	3	EA	\$140.00	\$420.00										
5	AMPP (NACE) Tank Testing	1	LS	\$196,648.00	\$196,648.00										
Alto Crest Tank Rehabilitation															
6	Sandblast and re-coat Interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$477,584.00	\$477,584.00										
7	Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$137,232.00	\$137,232.00										
8	Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$10,011.00	\$10,011.00										
9	Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$5,986.00	\$5,986.00										
10	Furnish and install gasket on existing manway (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$175.00	\$175.00										
11	Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$1,907.00	\$1,907.00										
12	Remove and replace all vault components per sheet DT-4 (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$143,750.00	\$143,750.00	2	-			-\$143,750.00					
13	Remove and replace existing 14-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP.	2	EA	\$27,025.00	\$54,050.00										
A3-1	Interior lead abatement with lead suitable blasting material for the Alto Tank		LS			1	1	\$207,160.00	\$207,160.00	\$207,160.00					
A-1	Recoat exterior incl. lead abatement		LS			1	1	\$474,431.00	\$474,431.00	\$474,431.00					
A-2	Replace the floor		LS			1	1	\$333,052.00	\$333,052.00	\$333,052.00					
A-3	Remove and replace wet subgrade underneath the floor		ALLOW			1	1	\$180,000.00	\$180,000.00	\$180,000.00					
A-4	Repair (i.e., seal cracks) in concrete ring wall		ALLOW			1	1	\$15,000.00	\$15,000.00	\$15,000.00					
A-5	Replace rafter bolts as necessary.		EA			1	1	\$125.00	\$125.00	\$125.00					
A-6	Add toe boards and mid-rail to stairs		LS			1	1	\$52,332.00	\$52,332.00	\$52,332.00	3	-		-\$125.00	
A-7	Add swing safety gate to top of ladder entry		LS			1	1	\$700.00	\$700.00	\$700.00					
A-8	Install handrail on roof near hatch		LS			1	1	\$6,304.00	\$6,304.00	\$6,304.00					
A-9	2nd 30" manway per AWWA requirements		LS			1	1	\$7,196.00	\$7,196.00	\$7,196.00					
A-10	Restocking Fee for Bid Item 12		LS								3		1	\$35,035.45	\$35,035.45
A-11	Tank Roof and Supporting Structure Replacement		LS								3		1	\$702,113.00	\$702,113.00
Grindstone Tank Rehabilitation															
14	Sandblast and re-coat Interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$192,658.00	\$192,658.00	1	-			-\$192,658.00					
15	Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$79,954.00	\$79,954.00	1	-			-\$79,954.00					
16	Furnish and install new impressed current cathodic protection (incl. all labor, material, inspections as required to meet the project requirements), CIP.	1	LS	\$21,221.00	\$21,221.00	1	-			-\$21,221.00					
17	Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$10,011.00	\$10,011.00	1	-			-\$10,011.00					
18	Remove and replace existing liquid level indicator (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$5,479.00	\$5,479.00	1	-			-\$5,479.00					
19	Remove and replace interior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$6,206.00	\$6,206.00	1	-			-\$6,206.00					
20	Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$1,907.00	\$1,907.00	1	-			-\$1,907.00					
GR-1	Demolish Existing Tank		LS			1	1	\$233,171.00	\$233,171.00	\$233,171.00					
Gavilan Tank Rehabilitation															
21	Sandblast and re-coat Interior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$191,862.00	\$191,862.00										
22	Overcoat Exterior of existing steel tank (incl. all labor, material, and all other appurtenances as required for a complete operating installation), CIP.	1	LS	\$80,380.00	\$80,380.00										
23	Furnish and install manway (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$7,196.00	\$7,196.00										
24	Remove and replace existing roof vent (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$10,011.00	\$10,011.00										
25	Furnish and install gasket on existing roof manway (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$175.00	\$175.00										
26	Furnish and install handrail near roof hatch (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$6,304.00	\$6,304.00										
27	Remove and replace exterior ladder (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$6,903.00	\$6,903.00										
28	Furnish and install screen on overflow line near the flap valve (incl. labor, material, and all related appurtenances not included on bid form), CIP.	1	LS	\$1,907.00	\$1,907.00										
29	Remove and replace existing 6-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP.	3	EA	\$10,925.00	\$32,775.00										
30	Remove and replace existing 8-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP.	3	EA	\$12,650.00	\$37,950.00										
31	Remove and replace existing 12-inch gate valve, (incl. exploratory digging to locate existing valve, all material, labor, valve, valve box, lid, site restoration and all related appurtenances not separately listed on the bid form), CIP.	3	EA	\$16,675.00	\$50,025.00										
A2-1	Interior lead abatement with lead suitable blasting material for the Gavilan Tank		LS			1	1	\$75,259.00	\$75,259.00	\$75,259.00					
GA-1	Recoat exterior incl. lead abatement		LS			1	1	\$152,074.00	\$152,074.00	\$152,074.00					
GA-2	Replace the floor		LS			1	1	\$160,150.00	\$160,150.00	\$160,150.00					
GA-3	Remove and replace wet subgrade underneath the floor		ALLOW			2	2	\$130,000.00	\$130,000.00	\$130,000.00					
GA-4	Repair (i.e., seal cracks) in concrete ring wall		ALLOW			1	1	\$10,000.00	\$10,000.00	\$10,000.00					
GA-5	Replace roof plate, rafters, and center column		LS			1	1	\$220,316.00	\$220,316.00	\$220,316.00					
GA-6	Install interior ladder with fall protection system		LS			1	1	\$4,779.00	\$4,779.00	\$4,779.00					
GA-7	Add swing safety gate to top of ladder entry		LS			1	1	\$700.00	\$700.00	\$700.00					
GA-8	Mechanical target/float system needs to be repaired/replaced		LS			1	1	\$1,750.00	\$1,750.00	\$1,750.00					
GA-9	Repair pitting on interior shell		LS			2	1	\$146,395.00	\$146,395.00	\$146,395.00					
GA-10	Cathodic Protection		LS								3		1	\$16,500.00	\$16,500.00
GA-11	Cathodic Protection Supports		LS								3		1	\$2,200.00	\$2,200.00
										</					



**Smithco Construction, Inc.**

**6 King Canyon Loop**

**Caballo, NM 87931**

**P.) 575-894-6161**

**F.) 575-894-6012**

[smithco@smithco.cc](mailto:smithco@smithco.cc)

February 17<sup>th</sup> 2025

Sabrina Ansley

D&R Tank

P: 505-934-0407

**RE: Ruidoso tank improvements**

Sabrina,

The previous Change Order Request was \$15,406.88 for the spools that have already been fabricated and associated restocking fees for bid item 12. However, I made an error and the total cost is actually \$35,035.45. In the Breakdown attached here I have given credit for the previous \$15,406.88, and the total remaining cost is **\$19,628.57**.

Also included in this COR is the cost cost for the change in valve sizes from 12" to 10", restocking fees for the 12" valves, and the additional labor for the 6" and 8" valves for the reason of them being much closer together than what the plans show.

**Total of Request: \$ 23,360.29**

Should any further clarifications or additional information be required, please let me know.

Thank you,

**Teryn Roberts**

**Smithco Construction, Inc.**

**Ruidoso Tank Improvements  
Change Order Request (COR) 2**

**Summary Sheet**

Sheet	Description	Amount*
1	Previous Credit for Bid Item 12 Spools	\$ (15,406.88)
2	Total Actual Cost of Bid Item 12 Spools and 12" Valves and material	\$ 35,035.45
3	Cost of 10" Valves and Associated Material and additional labor	\$ 3,731.72
Total Amount of this Request**		\$ 23,360.29
Total Additional Calendar Days of this Request**		0.00

\*Detailed Breakdown Attached

***\*\*This request only accounts for and includes known costs and schedule impacts at this time. Smithco reserves all rights and claims to all future costs and impacts related to this change and time extension.***

Detailed Breakdown for			
Previous Credit for Bid Item 12 Spools			
Long Description Here			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	\$ 50.00		\$ -
Foreman	\$ 40.00		\$ -
Operator	\$ 32.35		\$ -
Laborer	\$ 29.11		\$ -
Truck Driver	\$ 29.50		\$ -
Ironworker	\$ 47.80		\$ -
Plumber/Pipe Fitter	\$ 57.24		\$ -
Cement Mason	\$ 36.07		\$ -
SUBTOTAL			\$ -
LABOR BURDEN		45%	\$ -
TRAVEL/PER DIEM	\$ 75.00	0.00	\$ -
LABOR TOTAL			\$ -
EQUIPMENT			
DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe Running	\$ 55.48		\$ -
CAT 420 Backhoe Standby	\$ 15.00		\$ -
CAT 320 Excavator Running	\$ 123.16		\$ -
CAT 320 Excavator Standby	\$ 38.38		\$ -
CAT 330 Excavator Running	\$ 160.76		\$ -
CAT 330 Excavator Standby	\$ 48.46		\$ -
CAT 345 Excavator Running (Requires 3rd Party Transport)	\$ 242.53		\$ -
CAT 345 Excavator Standby (Requires 3rd Party Transport)	\$ 72.69		\$ -
CAT 349 Excavator Running (Requires 3rd Party Transport)	\$ 245.74		\$ -
CAT 349 Excavator Running (Requires 3rd Party Transport)	\$ 70.95		\$ -
Crew Truck & Tool Trailer (standby does not apply)	\$ 40.14		\$ -
CAT D6 Dozer Running	\$ 184.62		\$ -
CAT D6 Dozer Standby	\$ 48.43		\$ -
Personnel Truck (standby does not apply)	\$ 21.14		\$ -
CAT 140 Motograder Running (Topcon GPS not included)	\$ 144.89		\$ -
CAT 140 Motograder Standby	\$ 42.75		\$ -
CAT CP34 Roller Running	\$ 106.08		\$ -
CAT CP34 Roller Standby	\$ 35.44		\$ -
Trench Compactor Running	\$ 68.58		\$ -
Trench Compactor Standby	\$ 16.52		\$ -
Trench Box (10x24) with Spreaders (Delivery Separate)	\$ 38.57		\$ -
Water Truck Running	\$ 65.21		\$ -
Water Truck Standby	\$ 15.23		\$ -
Dump Truck Running	\$ 112.92		\$ -
Dump Truck Standby	\$ 20.70		\$ -
All terrain 4x4 ariel lift truck Running	\$ 134.20		\$ -
All terrain 4x4 ariel lift truck Standby	\$ 28.88		\$ -
Scissor Lift Running	\$ 20.50		\$ -
Scissor Lift Standby	\$ 5.03		\$ -
4x4 Man Lift Running	\$ 35.86		\$ -
4x4 Man Lift Standby	\$ 11.63		\$ -
CAT 966 Wheel Loader Running	\$ 119.28		\$ -
CAT 966 Wheel Loader Standby	\$ 42.38		\$ -
CAT 950 Wheel Loader Running	\$ 94.47		\$ -
CAT 950 Wheel Loader Standby	\$ 34.52		\$ -
Epiroc ER250-4 Drum Cutter (Rock Grinder)	\$ 55.00		\$ -
Muller MS-28 HFV Crane Mounted Vibro Unit (Crane NIC)	\$ 175.00		\$ -
50-ton Transport Tractor & Lowboy (driver Included)	\$ 250.00		\$ -
EQUIPMENT TOTAL			\$ -
MATERIAL			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Previous Credit for Spools	\$ 15,406.88	-1	\$ (15,406.88)
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
MATERIAL TOTAL			\$ (15,406.88)
SUBCONTRACTS			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBCONTRACTS TOTAL			\$ -
PROFIT AND OVERHEAD ON LABOR, EQUIPMENT AND MATERIALS		0%	\$ -
PROFIT AND OVERHEAD ON SUBCONTRACTS		0%	\$ -
BREAKDOWN TOTAL			\$ (15,406.88)



Detailed Breakdown for			
#REF!			
Long Description Here			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	\$ 50.00		\$ -
Foreman	\$ 40.00		\$ -
Operator	\$ 32.35		\$ -
Laborer	\$ 29.11		\$ -
Truck Driver	\$ 29.50		\$ -
Ironworker	\$ 47.80		\$ -
Plumber/Pipe Fitter	\$ 57.24		\$ -
Cement Mason	\$ 36.07		\$ -
SUBTOTAL			\$ -
LABOR BURDEN		45%	\$ -
TRAVEL/PER DIEM	\$ 75.00	0.00	\$ -
LABOR TOTAL			\$ -
EQUIPMENT			
DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe Running	\$ 68.52		\$ -
CAT 420 Backhoe Standby	\$ 18.16		\$ -
CAT 320 Excavator Running	\$ 123.16		\$ -
CAT 320 Excavator Standby	\$ 38.38		\$ -
CAT 330 Excavator Running	\$ 160.76		\$ -
CAT 330 Excavator Standby	\$ 48.46		\$ -
CAT 345 Excavator Running (Requires 3rd Party Transport)	\$ 242.53		\$ -
CAT 345 Excavator Standby (Requires 3rd Party Transport)	\$ 72.69		\$ -
CAT 349 Excavator Running (Requires 3rd Party Transport)	\$ 245.74		\$ -
CAT 349 Excavator Running (Requires 3rd Party Transport)	\$ 70.95		\$ -
Crew Truck & Tool Trailer (standby does not apply)	\$ 40.14		\$ -
CAT D6 Dozer Running	\$ 184.62		\$ -
CAT D6 Dozer Standby	\$ 48.43		\$ -
Personnel Truck (standby does not apply)	\$ 21.14		\$ -
CAT 140 Motograder Running (Topcon GPS not included)	\$ 144.89		\$ -
CAT 140 Motograder Standby	\$ 42.75		\$ -
CAT CP34 Roller Running	\$ 106.08		\$ -
CAT CP34 Roller Standby	\$ 35.44		\$ -
Trench Compactor Running	\$ 68.58		\$ -
Trench Compactor Standby	\$ 16.52		\$ -
Trench Box (10x24) with Spreaders (Delivery Separate)	\$ 38.57		\$ -
Water Truck Running	\$ 65.21		\$ -
Water Truck Standby	\$ 15.23		\$ -
Dump Truck Running	\$ 112.92		\$ -
Dump Truck Standby	\$ 20.70		\$ -
All terrain 4x4 ariel lift truck Running	\$ 134.20		\$ -
All terrain 4x4 ariel lift truck Standby	\$ 28.88		\$ -
Scissor Lift Running	\$ 20.50		\$ -
Scissor Lift Standby	\$ 5.03		\$ -
4x4 Man Lift Running	\$ 35.86		\$ -
4x4 Man Lift Standby	\$ 11.63		\$ -
CAT 966 Wheel Loader Running	\$ 119.28		\$ -
CAT 966 Wheel Loader Standby	\$ 42.38		\$ -
CAT 950 Wheel Loader Running	\$ 94.47		\$ -
CAT 950 Wheel Loader Standby	\$ 34.52		\$ -
Epiroc ER250-4 Drum Cutter (Rock Grinder)	\$ 55.00		\$ -
Muller MS-28 HFV Crane Mounted Vibro Unit (Crane NIC)	\$ 175.00		\$ -
50-ton Transport Tractor & Lowboy (driver Included)	\$ 250.00		\$ -
EQUIPMENT TOTAL			\$ -
MATERIAL			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Total Actual Cost of Spools	\$ 35,035.45	1	\$ 35,035.45
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
MATERIAL TOTAL			\$ 35,035.45
SUBCONTRACTS			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBCONTRACTS TOTAL			\$ -
PROFIT AND OVERHEAD ON LABOR, EQUIPMENT AND MATERIALS		0%	\$ -
PROFIT AND OVERHEAD ON SUBCONTRACTS		0%	\$ -
BREAKDOWN TOTAL			\$ 35,035.45



DUPLICATE  
**INVOICE**

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # W387480  
Invoice Date 2/04/25  
Account # 108118  
Sales Rep JOHN LACK  
Phone # 575-527-4229  
Branch #118 Las Cruces, NM  
Total Amount Due \$35,035.45

Backordered from:  
1/17/25 W123989

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

SMITHCO CONSTRUCTION INC\*  
ACCOUNTS PAYABLE  
PO BOX 45  
CABALLO NM 87931 0045

Shipped To:  
1010 KING CANYON LOOP  
CABALLO, NM

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
12/05/24	2/03/25	575-23-191				CORE & MAIN LP	W387480

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/20017970696	14X10 FLG STL RED BID SEQ# 120	1	1		2008.22000	EA	2,008.22
/19217970697	10 FLGXPE STL PIPE, 1'-0" .5" THICK STL, CEMENT MORTAR BID SEQ# 130	2	2		1346.38000	EA	2,692.76
/20017970698	10 FLG STL TEE BID SEQ# 160	2	2		4064.30000	EA	8,128.60
/19217970699	10 FLGXFLG STL PIPE, 1'-10" .5" THICK STL, CEMENT MORTAR BID SEQ# 220	2	2		2866.76000	EA	5,733.52
/20017970700	10 FLG STL 90? BEND BID SEQ# 240	1	1		3210.98000	EA	3,210.98
/19217970701	10 FLGXPE STL PIPE, 2'-4" .5" THICK STL, CEMENT MORTAR BID SEQ# 250	1	1		2868.95000	EA	2,868.95
/19217970702	10 FLGXFLG STL PIPE, 1'-6" .5" THICK STL, CEMENT MORTAR BID SEQ# 330	2	2		1985.23000	EA	3,970.46
/20017970703	10 FLG STL 90? BEND BID SEQ# 350	2	2		3210.98000	EA	6,421.96

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30  
Ordered By: TERYN ROBERTS

Subtotal:	35,035.45
Other:	.00
Tax:	.00
Invoice Total:	\$35,035.45

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>

Detailed Breakdown for			
#REF!			
Long Description Here			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	\$ 50.00		\$ -
Foreman	\$ 40.00	10	\$ 400.00
Operator	\$ 32.35	10	\$ 323.50
Laborer	\$ 29.11	30	\$ 873.30
Truck Driver	\$ 29.50		\$ -
Ironworker	\$ 47.80		\$ -
Plumber/Pipe Fitter	\$ 57.24		\$ -
Cement Mason	\$ 36.07		\$ -
SUBTOTAL			\$ 1,596.80
LABOR BURDEN		45%	\$ 718.56
TRAVEL/PER DIEM	\$ 75.00	5.00	\$ 375.00
LABOR TOTAL			\$ 2,690.36
EQUIPMENT			
DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe Running	\$ 68.52	10	\$ 685.20
POTHOLING Vac Trailer	\$ 38.38	10	\$ 383.80
Crew Truck & Tool Trailer (standby does not apply)	\$ 40.14	10	\$ 401.40
CAT D6 Dozer Running	\$ 184.62		\$ -
CAT D6 Dozer Standby	\$ 48.43		\$ -
Personnel Truck (standby does not apply)	\$ 21.14	10	\$ 211.40
CAT 140 Motograder Running (Topcon GPS not included)	\$ 144.89		\$ -
EQUIPMENT TOTAL			\$ 1,681.80
MATERIAL			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
Credit for 12" Valves and associated Piping	\$ 12,356.85	-1	\$ (12,356.85)
Credit for 10" Valves and associated Piping	\$ 8,758.29	1	\$ 8,758.29
Restocking fees for 12" Valves and Material @ 20%	\$ 2,471.37	1	\$ 2,471.37
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
MATERIAL TOTAL			\$ (1,127.19)
SUBCONTRACTS			
DESCRIPTION	UNIT PRICE	UNIT	TOTAL
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBCONTRACTS TOTAL			\$ -
PROFIT AND OVERHEAD ON LABOR, EQUIPMENT AND MATERIALS		15%	\$ 486.75
PROFIT AND OVERHEAD ON SUBCONTRACTS		5%	\$ -
BREAKDOWN TOTAL			\$ 3,731.72



## Bid Proposal for Smithco - Ruidoso Tanks 10" Gate Valves

CUSTOMER	<b>SMITHCO CONSTRUCTION INC*</b> 1010 KING CANYON LOOP CABALLO, NM 87931	<b>Job</b> Smithco - Ruidoso Tanks 10" Gate Valves Ruidoso, NM Bid Date: 02/14/2025 Bid #: 4016824
	<b>Sales Representative</b> John Lack (T) 575-527-4229 (F) 575-527-1314 John.Lack@coreandmain.com	<b>Core &amp; Main</b> 1000 Parkhill Dr Las Cruces, NM 88012 (T) 5755274229
CONTACT		
NOTES		



## Bid Proposal for Smithco - Ruidoso Tanks 10" Gate Valves

**SMITHCO CONSTRUCTION INC\***

**Job Location:** Ruidoso, NM

**Bid Date:** 02/14/2025

**Core & Main Bid #:** 4016824

**Core & Main**

1000 Parkhill Dr

Las Cruces, NM 88012

**Phone:** 5755274229

**Fax:** 5755271314

Seq#	Qty	Description	Units	Price	Ext Price
10	2	10 A2361-23 MJ RW GV OL L/ACC	EA	2,536.07	5,072.14
20	2	10 EBAA MEGALUG C900IPS 2010PV RED	EA	128.68	257.36
30	2	10 EBAA MEGALUG MJ DI 1110 RST F/DI PIPE , BLACK	EA	82.15	164.30
40	4	10 MJ REGULAR SET L/GLAND (LESS GLAND)	EA	37.42	149.68
50	1	10 A2361-6 FL RW GV OL L/ACC	EA	2,633.57	2,633.57
60	2	10X1/8 FLG ACC RR FF	EA	65.62	131.24
80	1	FREIGHT	EA	350.00	350.00
				<b>Sub Total</b>	<b>8,758.29</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>8,758.29</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



# Bid Proposal for Village of Ruidoso Water Storage Tank Rehab Project

Bid #: 2967325

Seq#	Qty	Description	Units	Price	Ext Price
BID ITEM #28 SUBTOTAL					124.00
<del>800</del>		<del>BID ITEM #28 - REMOVE AND replace existing 6-inch gate valve, (incl. exploratory digging to locate existing</del>			
<del>810</del>		<del>EA - 3</del>			
<del>820</del>	<del>3</del>	<del>6 A2361-23 MJ RW GV OL L/ACC</del>	<del>EA</del>	<del>982.80</del>	<del>2,951.40</del>
<del>830</del>	<del>3</del>	<del>504-S VLV BOX W/LID M/WATER</del>	<del>EA</del>	<del>132.09</del>	<del>396.27</del>
<del>840</del>	<del>3</del>	<del>SNAKEPIT RB14 TP BLUE TW BOX ROADWAY T/W BOX W/BLUE LID</del>	<del>EA</del>	<del>74.27</del>	<del>222.81</del>
<del>850</del>	<del>3</del>	<del>WIRE NUT SILICONE FILLED</del>	<del>EA</del>	<del>1.46</del>	<del>4.38</del>
<del>860</del>	<del>40</del>	<del>6 PVC C900 DR18 PIPE (G) 20' PC235</del>	<del>FT</del>	<del>14.80</del>	<del>592.00</del>
<del>870</del>	<del>3</del>	<del>6 MJ S/P SLV C153 IMP</del>	<del>EA</del>	<del>89.19</del>	<del>267.57</del>
		<del>AS/IF NEED FOR EASE OF INSTALL</del>			
<del>880</del>	<del>12</del>	<del>6 EBAA MEGALUG C900&amp;IPS 200CPV RED</del>	<del>EA</del>	<del>40.71</del>	<del>500.52</del>
<del>900</del>	<del>12</del>	<del>6" MJ GASKET &amp; BLUE BOLT KIT</del>	<del>EA</del>	<del>43.68</del>	<del>524.16</del>
		<del>COAL TAR EPOXY BY OTHERS??</del>			
<del>BID ITEM #29 SUBTOTAL</del>					<del>5,519.11</del>
<del>940</del>		<del>BID ITEM #30 - REMOVE AND replace existing 8-inch gate valve, (incl. exploratory digging to locate existing</del>			
<del>950</del>		<del>EA - 3</del>			
<del>960</del>	<del>3</del>	<del>8 A2361-23 MJ RW GV OL L/ACC</del>	<del>EA</del>	<del>1,566.88</del>	<del>4,700.64</del>
<del>970</del>	<del>3</del>	<del>564-S VLV BOX W/LID M/WATER</del>	<del>EA</del>	<del>132.09</del>	<del>396.27</del>
<del>980</del>	<del>3</del>	<del>SNAKEPIT RB14 TP BLUE TW BOX ROADWAY T/W BOX W/BLUE LID</del>	<del>EA</del>	<del>74.27</del>	<del>222.81</del>
<del>990</del>	<del>3</del>	<del>WIRE NUT SILICONE FILLED</del>	<del>EA</del>	<del>1.46</del>	<del>4.38</del>
<del>1000</del>	<del>40</del>	<del>8 PVC C900 DR18 PIPE (G) 20' PC235</del>	<del>FT</del>	<del>25.27</del>	<del>1,014.80</del>
<del>1010</del>	<del>3</del>	<del>8 MJ S/P SLV C153 IMP</del>	<del>EA</del>	<del>115.27</del>	<del>345.81</del>
		<del>AS/IF NEED FOR EASE OF INSTALL</del>			
<del>1030</del>	<del>12</del>	<del>8 EBAA MEGALUG C900&amp;IPS 2008PV RED</del>	<del>EA</del>	<del>69.14</del>	<del>829.68</del>
<del>1040</del>	<del>12</del>	<del>8" MJ GASKET &amp; BLUE BOLT KIT</del>	<del>EA</del>	<del>43.68</del>	<del>524.16</del>
		<del>COAL TAR EPOXY BY OTHERS??</del>			
<del>BID ITEM #30 SUBTOTAL</del>					<del>8,038.55</del>
1080		BID ITEM #31 - REMOVE AND replace existing 12-inch gate valve, (incl. exploratory digging to locate existing			
1090		EA - 3			
1100	3	12 A2361-23 MJ RW GV OL L/ACC	EA	3,091.35	9,274.05
1110	3	564-S VLV BOX W/LID M/WATER	EA	132.09	396.27
1120	3	SNAKEPIT RB14 TP BLUE TW BOX ROADWAY T/W BOX W/BLUE LID	EA	74.27	222.81
1130	3	WIRE NUT SILICONE FILLED	EA	1.46	4.38
1140	40	12 PVC C900 DR18 PIPE (G) 20' PC235	FT	53.58	2,143.20
1150	3	12 MJ S/P SLV C153 IMP	EA	232.96	698.88
		AS/IF NEED FOR EASE OF INSTALL			
1170	12	12 EBAA MEGALUG C900IPS 2012PV RED	EA	137.38	1,648.56
1180	12	12" MJ GASKET & BLUE BOLT KIT	EA	61.28	735.36
		COAL TAR EPOXY BY OTHERS??			
					\$12,356.85
BID ITEM #31 SUBTOTAL					15,123.51





## WATER STORAGE SOLUTIONS

### QUOTE

April 25, 2025

**Robert Storey**

Souder Miller

3500 Sedona Hills Parkway

Las Cruces, NM 88011

Robert.storey@soudermiller.com

**Re: Ruidoso, NM – 5MG Alto Water Storage Tank Roof and Supporting Structure Replacement**

D&R Tank Co will provide all supervision, labor, material, tools and equipment to shop fabricate, shop paint, field erect, field paint, and chlorinate **one (1) 122' Diameter with 3' knuckle 5,000,000-gallon welded steel water storage tank**. Roof will be fabricated and painted in accordance with the latest revision of the American Water Works Association (AWWA), with the inclusions and exclusions listed below. Roof will be abrasive blasted, and shop primed at our facility in accordance with NSF-600 and paint manufacturer's standards and specifications.

**Included**

- Certified Wage Rates
- Submittal / Fabrication Drawings and Calculations
- Required Appurtenances (Roof Plate, Knuckle Plate, Roof Rafters, Rafter Clips W/ Bolts and Nuts, Bay Beams, Bay Columns, Base Plates, Center Pole W/ Halo)
- Removal and Replacement of Roof Plate and Supporting Structure
- Shop Prime
- Removal of Second Floor
- Independent NACE Inspection

**Excluded**

- ***AIS/Domestic Steel Certification***
- Seal Weld Interior Roof /Sika Flex Interior Roof
- Electrical, Telemetry, Level Sensor Equipment, SCADA, Lightning Protection
- Road, Site, Foundation (per AWWA 12.6), Dirt, Sand or Gravel Work, Yard Piping & Valves
- Water for Testing, Hydrostatic Testing, Bacteriological Tests, Soil Testing & Reports
- Temporary Facilities, Licenses, Permits, Bonds and Sales Tax. All items not specifically included are excluded with common exclusions stated above.

1210 Prosperity Avenue SE  
Albuquerque, NM 87105

**505-873-1101**  
**info@drtank.com**  
**www.drtank.com**

facebook.com/DRTankCo

NM License No. 026784, GB98, GF7, GF8  
NM Resident Contractor Cert No. L0137965520  
NM Dol No. 0034920050527  
AZ License No. ROC286001, CR-56, ROC333819, A-16

*Additional charges will be added if D&R Tank Co. cannot readily access and fabricate the tank with our standard erection and painting equipment. **25' of working room is required around perimeter of tank until completed by D & R Tank Co** .Bid is based on information provided; any changes will be at additional cost. Prior to mobilization D & R Tank Co. will require that foundation is ready, all back fill in place, no open ditches or holes and site access road is clear and must remain clear for equipment and materials access during construction and painting of the tank or back charges for equipment and field crew downtime may be applied.*

<b>LUMP SUM PRICE</b>	<b>5,000,000 GALLON TANK</b>	<b>\$</b>	<b>702,113.00</b>
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This is a ALL or NONE Quote and is good for **14** days only.

**SALES TAX NOT INCLUDED-BONDS AVAILABLE @ 1.5% of CONTRACT**

Respectfully Submitted,

*Jake Hawkins*

Jake Hawkins



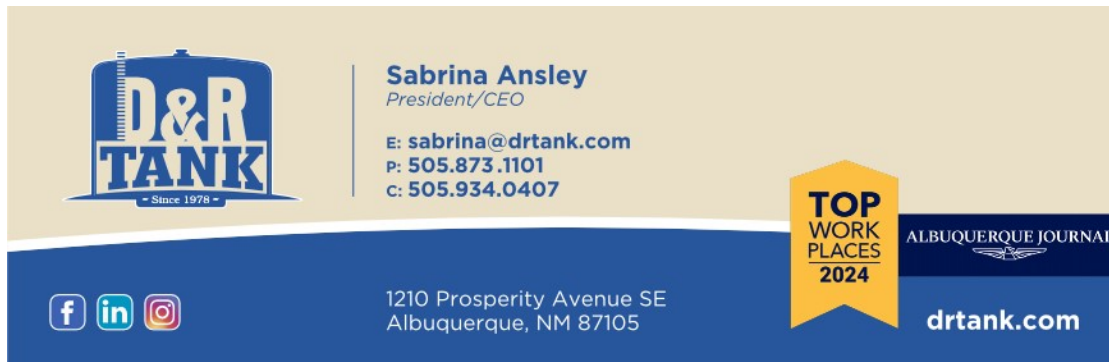
## Robert Storey

---

**From:** Sabrina Ansley <sabrina@drtank.com>  
**Sent:** Tuesday, January 21, 2025 12:58 PM  
**To:** Edgar Dominguez; Scott Salvas; Randy S. Koehn; Teryn Roberts; Terry Yarborough  
**Cc:** Robert Storey  
**Subject:** [EXTERNAL]RE: VOR Tank Rehab Project | Progress Meeting

The RCO is coming for the Cathodic. Its \$2200 for D&R to put in the attachments required. If desired this welding needs completed asap to make sure we don't have to incur more cost due to welding damage (or CO goes up). Can you decide asap if we should put the attachments even if you ultimately decide not to put in the CP till another time.....

SMA – the CO for the restocking valves needs to be part of the next CO. This CO should include an additional 35 days which will account for the time needed for pit filling and reblasting.



---

**From:** Edgar Dominguez <edgar.dominguez@soudermiller.com>  
**Sent:** Tuesday, January 21, 2025 10:56 AM  
**To:** Scott Salvas <scott@drtank.com>; Randy S. Koehn <RandyKoehn@ruidoso-nm.gov>; Teryn Roberts <teryn@smithco.cc>; Terry Yarborough <TerryYarborough@ruidoso-nm.gov>  
**Cc:** Robert Storey <robert.storey@soudermiller.com>; Sabrina Ansley <sabrina@drtank.com>  
**Subject:** VOR Tank Rehab Project | Progress Meeting

All,

Please find attached the progress meeting minutes for your records.

Thank you,



**Edgar Dominguez**  
*Staff Civil Designer*

Direct/Mobile: 575.449.2968  
Office: 575.647.0799

3500 Sedona Hills Parkway  
Las Cruces, NM 88011



## WATER STORAGE SOLUTIONS

### REQUEST FOR CHANGE ORDER

January 31, 2025

Robert Storey  
Souder Miller  
3500 Sedona Hills Parkway  
Las Cruces, NM 88011  
O: 575-647-0799, M: 575-449-3214 email: [robert.storey@soudermiller.com](mailto:robert.storey@soudermiller.com)

Re: Cathodic Protection Proposal Gavilan Water Tank- Ruidoso, NM

#### **Gavilan 1MG Horizontal Galvanic System**

- Design, Furnish and install a complete horizontal suspended galvanic cathodic protection system to protect internal submerged surfaces from corrosion.

#### **Commissioning, Testing, and Reporting**

- Commissioning and system testing, a full report documenting performance and recommendations to be submitted.


**Price \$ 16,500.00**

Please feel free to contact me with any questions or comments.

Respectfully,



Alejandra Alderete, Project Manager



1210 Prosperity Avenue SE  
Albuquerque, NM 87105

**505-873-1101**  
**[info@drtank.com](mailto:info@drtank.com)**  
**[www.drtank.com](http://www.drtank.com)**

[facebook.com/DRTankCo](https://facebook.com/DRTankCo)

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Ruidoso ("Owner") and  
D&R Tank Company ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

The project includes the rehabilitation of the Alto Crest Tank, Grindstone Tank, and Gavilan Tank.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is described as follows:

Village of Ruidoso Water Tank Rehabilitation Project

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by Miller Engineers, Inc. d/b/a Souder, Miller & Associates ("Engineer") who will act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,505 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,505 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

---

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$1,812,505.00 + NMGR (8.1875%) \$148,398.85 = \$1,960,903.85.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

In the event that lead is detected during the interior lead testing of the tanks, Additive Alternative A2, A3, and A4 will be incorporated in the contract award. The contract amounts are as follows:

Additive Alternative A2:  $\$75,259.00 + \text{NMGR } (8.1875\%) \$6,161.83 = \$81,420.83$

Additive Alternative A3:  $\$207,160.00 + \text{NMGR } (8.1875\%) \$16,961.23 = \$224,121.23$

Additive Alternative A4:  $\$76,194.00 + \text{NMGR } (8.1875\%) \$6,238.38 = \$82,432.38$

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 100 percent of Work completed; and
  - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5% per month, or other rate mutually agreed between the Owner and Contractor prior to presentation of corresponding Application for Payment.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Contractor's Bid Form [EJCDC C-410] (pages 1 to 6, inclusive).
  - 5. General Conditions (pages 1 to 65, inclusive).
  - 6. Supplementary Conditions (pages 1 to 9, inclusive).
  - 7. Appendices as listed in the Index to Appendices of the Project Manual.
  - 8. Technical Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings as listed in the table of contents of the Project Manual.
  - 10. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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

### **10.04 Severability**

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

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.
- B. Non-Appropriations Clause: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Owner or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Owner or the Department.
- C. Termination Clause: This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should NMED early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or Vendor for acceptable goods delivered and services rendered before the termination date.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/8/23 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Village of Ruidoso

D&R Tank Company

By: [Signature]

By: -Signatures attached-

Title: Lynn D. Crawford - Mayor

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

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

Attest: [Signature]

Attest: \_\_\_\_\_

Title: Shi S. Turri - Clerk

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

Address for giving notices:

Address for giving notices:

313 Cree Meadows Drive

1210 Prosperity Ave SE

Ruidoso, NM 88345

Albuquerque, NM 87105

License No.: 26784

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Agency Concurrence:

Agency Concurrence:

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

Agency: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/8/23 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Village of Ruidoso  
By: [Signature]  
Title: Lynn D. Crawford - Mayor

D&R Tank Company  
By: [Signature]  
Title: President

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

Attest: [Signature]  
Title: Assistant

VILLAGE OF RUIDOSO  
Attest: [Signature]  
SEAL  
Title: Th S. Turri - Clerk

Address for giving notices:

313 Cree Meadows Drive

Ruidoso, NM 88345

Address for giving notices:

1210 Prosperity Ave SE

Albuquerque, NM 87105



License No.: 26784  
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)  
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Agency: \_\_\_\_\_

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

Date: \_\_\_\_\_

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