VILLAGE OF RUIDOSO

AGENDA INDEX
REGULAR MEETING
NOVEMBER 10, 2025 AT 1:00 PM

313 Cree Meadows Dr. Ruidoso NM,88345

CALL TO ORDER

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

Invocation
Pledge of Allegiance
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

APPROVAL OF AGENDA

CONSENT REGULAR ITEMS

1. Approval of Governing Body Minutes

2. Approval of Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

3. Approval of Adoption of Resolution 2025-40, A Resolution Requesting a Time Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

4. Approval of T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

5. Approval of Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of $15,000.00 Paid in Two Semi-Annual Payments.

6. Approval of Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of $10,000.00.

7. Approval of Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

8. Approval of Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

9. Approval of Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $262,132.81 Including NMGRT.

10. Approval of Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

11. Approval of Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc.

12. Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.

13. Approval of Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.

14. Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-002P.

15. Approval of Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc.

16. Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.

17. Approval of Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

18. Approval of Request to Schedule a Public Hearing on December 9, 2025, for

Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees, Promotions and Transfers

BOARD AND COMMISSION APPOINTMENTS

1. Discussion and Possible Action on Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

VILLAGE MANAGER REPORT

1. Village Manager's Report

2. Update on 603 Mechem Project

3. Update on Upcoming Parks and Recreation Holiday Activities

REPORTS FROM MUNICIPAL OFFICIALS

PUBLIC HEARINGS

1. Public Hearing for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of $1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

2. Public Hearing for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220 from Ronnie Holt, Personal Representative of the Estate of William Glen Holt, to Pay and Save, Inc.

3. Public Hearing for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

REGULAR ITEMS

1. Discussion and Possible Action on Task Order #2024-003P-09 with Bohannan Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of $611,330.78 Including NMGRT.

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.

ADJOURN

I certify that notice has been given in compliance with 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.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 1.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: November 10, 2025

Re: Approval of Governing Body Minutes

Item Summary:

Approval of Governing Body Minutes

October 14, 2025 - Regular Meeting

October 28, 2025 - Special Meeting
November 4, 2025 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes

October 14, 2025 - Regular Meeting

October 28, 2025 - Special Meeting
November 4, 2025 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:
Regular Meeting Minutes - October 14, 2025.pdf
Special Meeting Minutes October 28, 2025.pdf
Workshop Meeting Minutes November 4, 2025.pdf

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY REGULAR MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
OCTOBER 14, 2025
1:00 PM

CALL TO ORDER

Mayor Lynn Crawford, called the Regular Meeting of the Governing Body, Village of Ruidoso to order at 1:00 p.m. by calling for a Moment of Silence, the Pledge of Allegiance and Salute to the State Flag. Councilors Salas, Cory, Hooker, Eby, Jackson and Lutterman were recorded present in person. Municipal employees present were Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Adam Sanchez, Public Works Director; Anthony Montes, Community Center Manager; Zachary J. Cook, Village Attorney; Judi Starkovich, Finance Director; Amber Word, Convention Center Admin Asst; Dick Cooke, Forestry Director; DD Staab, Library Director; Jacquelyn Pena, Water Resource Manager; Randy Koehn, Water Production Manager; Cade Hall, Fire Chief; Levi Beaty, Project Manager; Isabel Martinez, Water Resource Specialist; Connie Tucker, Water Resource Director; Austin Meuli, Asst. Fire Chief; Alex Koenig, Community Development Director; Johanna Quintana, HR Generalist; Cheryl Gerthe, HR Manager; Christy Coker, Purchasing Agent; Vyanca Vega, Capital Project Coordinator; Lee Baker, Airport Manager; Elaine Sanchez, Fire Dept. Admin; Josh Long, Street Manager; Robyn Bryant, Solid Waste Admin. Asst; Eric Queller, Emergency Manager; Steven Minner, Police Chief; Willie Herrera, Water Distribution Supervisor; Mark Coker, Streets Manager; Gina Corliss, Exec Admin Asst; Austin Meuli, Asst Fire Chief; Eddie Ryan, Manager of Event and Strategic Partnerships; Matthew Baird, Parks & Recreation Director; Dontrell Sims, Parks Maintenance Tech; David Tetreault, Asst Parks & Recreation Director; and Lisa Sanchez, Street Dept Admin Asst. There were approximately 13 visitors in attendance.

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

ROLL CALL

APPROVAL OF AGENDA

Councilor Jackson moved to approve the agenda and allow the Mayor to move items as necessary. Councilor Cory seconded the motion and the motion carried with a roll call vote of all present voting "aye".

CONSENT REGULAR ITEMS

Councilor Jackson moved to approve the Consent Regular Items as presented, Councilor Cory seconded the motion and the motion carried with a roll call vote of all present voting "aye".

1 Approval of Governing Body Minutes

2 Approval of Request to Schedule a Public Hearing on November 10, 2025 for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of $1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

3 Approval of Request to Schedule Public Hearing on November 10, 2025 for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220.

4 Approval of T-Hangar Lease Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Daniel Barcena, for Charlie-1 T-Hangar beginning October 20, 2025.

5 Approval of Assignment of Land Lease Agreement from Bobby Pennell to Charles & Tammy Camilleri and George Ryan by the Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

6 Approval of Change Order No.4 with D&R Tank for Water Storage Rehabilitation Re-Bid ITB #2024-001B, Reducing Contract Amount by $1,019,290.88 Including NMGRT, and Requesting an Extension of 117 days to November 3, 2025.

7 Approval of Request to Schedule a Public Hearing on November 10, 2025, for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

PUBLIC INPUT (LIMITED UP TO THE FIRST HOUR OF THE MEETING)

Bill Hall cited Section 38-62 of the Village Ordinances, Property Nuisances, and stated that it is the responsibility of business owners to clean graffiti on their buildings and that the Village should have mechanisms in place to enforce it. Mr. Hall also advocated for a championship disc golf course to be built within the Village and expressed his concerns about enforcement of non-compliance with short term rentals.

Attorney Freda McSwane stated that she represents Christine Manire and looks forward to working with the Village on airport land leases. Ms. McSwane also thanked the Village for the work on roadways during the recent disasters.

Rob Kermanj expressed his concerns about the renewal of certain land leases at the airport. He stated he has questions regarding hangar rentals and land leases and would like to discuss his concerns with the Village.

MAYORAL REPORTS AND PRESENTATIONS

1 Presentation of New Employees, Promotions and Transfers

Mayor Crawford presented the following:

New Employees:

Joely Trujillo – Wingfield House Education Curator; Michael Mackewich – Certified Patrol Officer; Richard Quiroz – Solid Waste Heavy Equipment Mechanic; Clint Eidson – Solid Waste Operator/Driver; Mercedes Espinoza – Library Assistant; Vera Wheeler – Capital Projects Coordinator; Logan Carr – Wastewater Treatment Plant Technician; Colin Bymoen – Non-Certified Patrol Officer; and Raul Tello-Quezada – Street Maintenance Technician.

Water Level Completion: Kyle Hawk – Water Production Maintenance Technician Earned his Water Supply Level 2 Certification on 9/9/25

Promotions:

Daniel "Kayle" Frierson – Fire Lieutenant; Sean Keller – Fire Captain; Mark Coker – Street Department Manager; Isabel Martinez – Public Works Administrative Specialist; and Chrysanti Jones – Short-term Rental Administrator.

2 Presentation of Retirement Plaque to Adam Sanchez, Public Works Director, for his Service to the Village of Ruidoso from October 2000 through October 2025

Mayor Crawford presented a retirement plaque to Adam Sanchez for his service to the Village of Ruidoso, as Public Works Director, from October 2000 through October 2025.

3 Recognition of Award from the New Mexico Municipal League to Ron Sena as Outstanding City Manager Honoring Excellence in Leadership and Services for 2025

Mayor Crawford recognized Ronald Sena, Village Manager, who was awarded as Outstanding Village Manager Honoring Excellence in Leadership and Services for 2025, by the NM Municipal League.

4 Recognition of Certified Municipal Official (CMO) Designation to Councilor Gary Jackson

Mayor Crawford recognized Councilor Gary Jackson for earning certification as a Certified Municipal Officer through the NM Municipal League Municipal Officials Leadership Institute.

5 Presentation of Employees and Department of the Quarter

Mayor Crawford presented:

Employees of the 3rd Quarter:
Gina Corliss- Executive Admin Asst
Jimmy Hernandez- Police Patrol Officer
Dontrell Sims- Parks & Recreation Tech
Willie Herrera- Water Distribution Supervisor

Department of the 3rd Quarter:
Library

6 PROCLAMATION: Retirement of Sadie the Therapy Dog

Mayor Crawford presented a Proclamation recognizing the retirement of Sadie, a golden doodle, for her seven years of service as an emotional support dog for patients at the Lincoln County Medical Center.

7 Announcement of Wingfield Heritage House Museum Annual Open House on October 16, 2025

Councilor Lutterman announced the Annual Open House of the Wingfield Heritage House Museum to be held on October 16, 2025.

BOARD AND COMMISSION APPOINTMENTS

1 Discussion and Possible Action on Appointment of Levi Beaty, Public Works Director, as an Alternate, to the Southeast Regional Transportation Planning Organization (SERTPO).

Councilor Jackson made a motion to approve the appointment of Levi Beaty, Public Works Director, to serve on the Southeast Regional Transportation Planning Organization (SERTPO) as an alternate for the Village of Ruidoso, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

VILLAGE MANAGER REPORT

1 Village Manager's Report

Ronald L. Sena, Village Manager, presented his monthly managers report.

2 Update on Insurance Services Office (ISO) Rating

Cade Hall, Fire Chief and Austin Meuli, Asst. Fire Chief presented to Council on the current (ISO) Insurance Services Office rating for the Village of Ruidoso. The Chief stated that the ISO rating went down from 3 instead of 2. The Chief explained that the rating is due to the fire department's lack of personnel and the need to purchase an additional ladder truck.

3 Update on Lead and Copper Rule

Connie Tucker, Water Resource Director; Jaquelyne Pena, Water Resource Manager and Isabel Martinez, Water Resource Specialist, who presented that notification letters were sent out to any resident that has a property with "unknown" or "galvanized" water lines in the Village's water system. The letters asked residents to fill out a survey that was attached to the letters, or call Village Hall, to provide updated information about their water lines.

REPORTS FROM MUNICIPAL OFFICIALS

Councilor Salas stated that he attended Aspenfest and was pleased with the turnout and participation of the public. He also stated that he had attended, along with Councilor Jackson, a Council of Governments meeting which provided a "refresher course" on procurement.
Councilor Lutterman thanked Adam Sanchez for his years of service, invited the public to attend the annual open house at the Wingfield Heritage House Museum and gave a "shoutout" to the Lady Warriors volleyball team.
Councilor Eby recognized employee promotions, thanked Adam Sanchez for his service and thanked staff for their hard work in hosting the NM Municipal League Annual Conference.
Councilor Hooker expressed his gratitude in serving as Police Chief for the Village, retiring and now becoming a business owner.
Councilor Jackson gave a "shout out" to Adam Sanchez for his service to the Village and also to his wife, Elaine.
Councilor Cory announced Lincoln County Days sponsored by the Chamber of Commerce would be held in Santa Fe on February 4, 2026, during the 2026 Legislative Session.

PUBLIC HEARINGS

1 Public Hearing for Consideration of a Restaurant A -Beer and Wine Liquor License with Martin and Kristi Espinosa LLC. for dba: The Crow at Marty's Golf House located at 1129 Mechem Dr. Suite C., Ruidoso, New Mexico.

Mayor Crawford opened the Public Hearing. The Deputy Village Clerk presented to the Council that the Clerk's office received an application for a Restaurant A- Beer and Wine Liquor License from Martin and Kristi Espinosa, LLC, d.b.a. The Crow at Marty's Golf House, for the Location at 1129 Mechem Dr., Ruidoso, NM. The Deputy Clerk stated that in compliance with state law, notice of the public hearing was published two times as required. The Deputy Clerk also stated that she had not received any correspondence, e-mails or phone calls in opposition of the license. Mayor Crawford asked for public input or questions from the Council, there being none, he closed the Public Hearing.

Councilor Cory moved to approve the liquor license application. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

2 Public Hearing for Consideration of a Restaurant B - Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" for Tinsley Hospitality Group, LLC, d.b.a. K-Bob's Steakhouse located at US Hwy 70, Ruidoso, NM

Mayor Crawford opened the Public Hearing. The Village Clerk presented to the Council that the Clerk's office received an application for a Restaurant B- Beer, Wine and Spirits Liquor License with On Premises Consumption Only with Patio Service and Consideration of a Waiver of the "Within 300 ft. Requirement of a Church or School" from Tinsley Hospitality Group LLC, d.b.a. K-Bob's Steakhouse , for the Location at U.S. Highway 70, Ruidoso, NM. The Village Clerk stated that in compliance with state law, notice of the public hearing was published two times as required. The Village Clerk also stated that she had not received any correspondence, e-mails or phone calls in opposition of the license. Mayor Crawford asked for public input or questions from the Council, there being none, he closed the Public Hearing.

Councilor Jackson moved to approve the liquor license application and to waive the "within 300 ft. requirement of a Church or School". Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3 Public Hearing for Ordinance 2025-04 An Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Section 54-149 Architectural Design Standards.

Mayor Crawford opened the Public Hearing stating that the purpose of the Public Hearing was for the consideration of adoption of Ordinance 2025-04, an Ordinance amending the Village of Ruidoso Municipal Code of Ordinances, Section 54-149, Architectural Design Standards. Mayor Crawford asked for public comments and there being none closed the public hearing. Councilor Lutterman made a motion to approve the adoption of Ordinance 2025-04 ,Councilor Hooker seconded the motion and upon a roll call vote of Councilor Lutterman voting "aye", Councilor Hooker voting "aye", Councilor Eby voting "aye", Councilor Salas voting "aye", and Councilor Cory voting "aye" the motion passed.

REGULAR ITEMS

1 Discussion and Possible Action on Adoption of Resolution 2025-36, a Resolution Designating the Village of Ruidoso as a Colonia.

Councilor Salas made a motion to approve the resolution, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

2 Discussion and Possible Action on Adoption of Resolution 2025-33, a Resolution Amending the Village of Ruidoso Personnel Policy Chapter 6 Section 8 Vacation.

Cheryl Gerthe, Human Resources Manager, presented Resolution 2025-33. After discussion between all, Councilor Jackson made a motion to approve and adopt the resolution, due to lack of a second, the motion died.

3 Discussion and Possible Action Village of Ruidoso Incentive Plan.

Cheryl Gerthe, Human Resources Manager, presented an incentive plan for employees who earn professional level certifications. Councilor Eby asked if finance has been able to determine what the financial impact would be if the plan is approved. Judi Starkovich, Finance Director, stated that she had not been able to calculate what the impact would be. Councilor Cory made a motion to approve the plan, Councilor Hooker seconded the motion. Further discussion by Councilor Eby requesting more information from the finance department and discussion between all to address the issue at a Special Meeting to be held on October 28, 2025. Councilor Cory withdrew his motion. Councilor Jackson made a motion to discuss the issue at the October 28, 2025 meeting, Councilor Eby seconded the motion and upon a roll call vote of all present voting "aye" the motion passed.

4 Discussion and Possible Action on Change Order #2 with J&H Services Inc. for ITB #2025-003B for High Loop Water System Improvements Resulting in a Decrease of the Contract Price by $2,820.00 for a Total Contract Price of $5,583,137.10 and Requesting an Extension of 61 Calendar Days for a Substantial Completion Date of December 29, 2025.

Councilor Jackson made a motion to approve the change order, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

5 Discussion and Possible Action on Agreement with Garrison Tree Services for Fire Mitigation, Forest Health and Watershed Enhancement at Grindstone Lake Utilizing State Contract #30-00000-22-00023 in the Amount of $78,399.16 Including NMGRT.

Councilor Cory made a motion to approve the agreement, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

6 Discussion and Possible Action on the Purchase of Site Furnishing for Two Rivers Park from Exerplay in the Amount of $371,565.16, Including NMGRT, Utilizing the Allied State Contract 22-7425.

Councilor Lutterman made a motion to approve the purchase, Councilor Salas seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

7 Discussion and Possible Action on Task Order RFP #2024-004P-07 with Cobb, Fendley & Associates, Inc. for Completion of a Storm Drainage Master Plan for the Village of Ruidoso in the Amount of $349,892.10 Including NMGRT.

Councilor Lutterman made a motion to approve the task order, Councilor Eby seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

8 Discussion and Possible Action on Task Order RFP #2024-004P-WWE-04 with Water Works Engineers, LLC for Project Management, Additional Engineering Services and Engineering Services During Construction and Resident Project Representative Services for Two Rivers Raw Intake and Transmission System in the

Amount of $669,554.15 Including NMGRT.

Councilor Lutterman made a motion to approve the task order, Councilor Hooker seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

9 Discussion and Possible Action on Adoption of Resolution 2025-35, Relating to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024, between the Village of Ruidoso and the New Mexico Finance Authority Entered into for the Purpose of Financing the Costs of Construction and Rehabilitation of Upper Canyon Surface Diversion Well, Gates and Electrical Equipment Upgrades; Authorizing an Amendment to the Loan/Grant Agreement to Accept an Additional Grant Amount of $1,157,840.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $1,984,413.00; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Resolution and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Amendment to the Loan/Grant Agreement.

Councilor Cory made a motion to approve the resolution, Councilor Lutterman seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

10 Approval of Assignment of Land Lease Agreement from Randy Bailey to Kerry & Christine Manire by The Village of Ruidoso for Land at the Sierra Blanca Regional Airport.

Councilor Cory made a motion to approve the assignment of land lease agreement, Councilor Jackson seconded the motion and upon a roll call vote of all in attendance voting "aye" the motion passed.

CLOSED SESSION

Councilor Jackson made a motion to recess into:

- 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.

Councilor Hooker seconded and the motion carried with a roll call vote of all "ayes".

Mayor Crawford recessed the Regular Meeting and entered into Closed Session at 3:15 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Michael Martinez, Deputy Manager; Zach Cook, Village Attorney; Jini S. Turri, Village Clerk.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 5:17 p.m.

Councilor Jackson moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure, Councilor Cory seconded and the motion carried with a roll call vote of all "ayes". (Councilor Salas was not present for the vote)

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Regular Meeting at 5:18 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of November, 2025.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Jini S. Turri, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY SPECIAL MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
OCTOBER 28, 2025
9:00 AM

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 9:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Eby, Hooker, and Lutterman were recorded present in person. Councilor Jackson was recorded present via Zoom. Councilor Salas was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Jini Turri, Village Clerk; Yvonne Vigil, Deputy Village Clerk; Adam Sanchez, Public Works Director; Christy Coker, Customer Service Manager; Judi Starkovich, Finance Director; Jaquelyne Pena, Water Resource Manager; David Tetreault, Assistant Parks and Recreation Director; Constance Tucker, Water Resource Director; Levi Beaty, Public Works Manager; Esteban Monrreal, Purchasing Agent and Steven Minner, Police Chief. Village of Ruidoso Legal Counsel present was Zachary Cook. Employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Robin Parks, Staff Accountant II; Gina Corliss, Executive Administrative Assistant; Rady Koehn, Water Production Manager; Ann Lowery, Administrative Assistant and Lisa Sanchez, Office Manager.

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

ROLL CALL

AGENDA ITEMS

1 Discussion and Possible Action on Adoption of Resolution 2025-38, an Election Resolution for the Municipal Officer Elections to be Held on March 3, 2026.

Jini Turri stated the following: the Resolution provided for: Mayor for a four-year term to be elected at large; Three Councilors for a four-year term to be elected at large; and Question to be submitted on the ballot: Shall the Village of Ruidoso issue up to $3,000,000.00 of General Obligation Bonds, to be repaid from property taxes for the purpose of enlarging, improving and/or extending the production and distribution components of the Village's water system? For general obligation water system bonds or Against general obligation water system bonds.

Council Hooker moved To Approve Adoption of Resolution 2025-38, an Election Resolution for the Municipal Officer Elections to be Held on March 3, 2026. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Adoption of Resolution 2025-37, a Resolution

Amending the Fiscal Year 2026 Budget (Quarter Ending September 30, 2025) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof.

Judi Starkovich stated the following: Each quarter, the Finance department reviewed changes to the budget and submitted these changes to Council for approval; The following areas were reviewed: revenues, personnel, operations, capital outlay, transfers in, transfers out, and cash for each fund; DFA required Council passed a resolution for all budget increases, decreases, and transfers between funds; The revision encompassed all budget changes processed July 1, 2025 through September 30, 2025 (Quarter 1 of FY 2026); The DFA resolution report was due October 31, 2025; The Resolution would serve as the first budget adjustment for FY 2026; and The internal Finance Committee reviewed and recommended the budget adjustment for approval on October 24, 2025.

Ms. Starkovich reviewed the schedule of all budget changes for all funds for the quarter ending September 30, 2025 with Council to include: 1) DFA Resolution Report titled Schedule of Budget Adjustments, 2) Total Budget Adjustment by Fund, 3) Budget Recap by Fund and Department, and 4) Reconciliation of Budget to Cash for the General Fund.

Councilor Hooker moved to Approve Adoption of Resolution 2025-37, a Resolution Amending the Fiscal Year 2026 Budget (Quarter Ending September 30, 2025) for Certain Funds and Application to the Local Government Division (LGD) of the New Mexico Department of Finance and Administration (DFA) for the Approval Thereof. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Hooker made a motion to recess into Closed Session for:

- 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.

Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

Mayor Crawford recessed the Special Meeting and entered into Closed Session at 9:39 a.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Zachary Cook, Village Legal Counsel; Jini Turri, Village Clerk; and Levi Beaty, Public Works Director.

Mayor Crawford adjourned the Closed Session and reconvened the Special Meeting at 10:41 a.m.

Councilor Hooker moved to certify that matters discussed in the closed session were limited only to those specified in the motion for closure. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the Special Meeting at 10:42 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 10th day of November, 2025.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Jini S. Turri, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY WORKSHOP MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
NOVEMBER 4, 2025
8:00 AM

NOTICE OF WORKSHOP MEETING

CALL TO ORDER

Mayor Crawford called the Workshop Meeting of the Governing Body, Village of Ruidoso to order at 8:00 a.m. Councilors Salas, Jackson, Hooker and Lutterman were recorded present in person. Councilors Eby and Cory were recorded absent. Municipal employees present in person were Jini S. Turri, Village Clerk; Yvonne Vigil, Deputy Clerk; Matthew Baird, Parks and Recreation Director; David Tetreault, Assistant Parks and Recreation Director; Steven Minner, Police Chief; Cade Hall, Fire Chief; Christy Coker, Customer Service Manager; Constance Tucker, Water Resource Director; Randy Koehn, Water Production Manager; Vera Wheeler, Capital Projects Coordinator; Esteban Monrreal, Purchasing Agent; Lee Baker, Airport Manger; Dianne Staab, Library Manager; Joshua Long, Assistant Public Works Director; Eddie Ryan, Manger of Events and Strategic Partnerships; and Isabel Martinez, Public Works Administrative Specialist. Municipal employees present via Zoom were Ronald L. Sena, Village Manager; Judi Starkovich, Finance Director; Robin Parks, Staff Accountant II; Levi Beaty, Public Works Director; Alex Koenig, Community Development Director; Anthony Montes, Community Center Manager; and Gina Corliss, Executive Administrative Assistant. Village of Ruidoso Legal Council present was Zachary Cook.

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

ROLL CALL

AGENDA ITEMS

1 Discussion on Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

2 Discussion on Adoption of Resolution 2025-40, A Resolution Requesting a Time Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025

Regular Council Meeting.

3 Discussion on T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

4 Discussion on Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of $15,000.00 Paid in Two Semi-Annual Payments.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

5 Discussion on Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of $10,000.00.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

6 Discussion on Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

7 Discussion on Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

8 Discussion on Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $262,132.81 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

9 Discussion on Task Order #2024-003P-09 with Bohannan Huston Inc., for

Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of $611,330.78 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Regular Item for the November 10, 2025 Regular Council Meeting.

10 Discussion on Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

11 Discussion on Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

12 Discussion on Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

13 Discussion on Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

14 Discussion on Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal

Guidelines Awarded via RFP #2026-002P.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

15 Discussion on Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

16 Discussion on Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.

After brief discussion, it was the general consensus of the Village of Ruidoso Governing Body to list this item as a Consent Item for the November 10, 2025 Regular Council Meeting.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 8:48 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 10th day of November, 2025.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 2.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: November 10, 2025

Re: Approval of Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

Item Summary:

Approval of Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

Financial Impact:

No financial impact at this time.

Item Discussion:

Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

Recommendations:

To Approve Adoption of Resolution 2025-39, a Resolution Supporting an Application to the New Mexico Finance Authority (NMFA) Under the Colonias Infrastructure Fund to Improve Essential Public Infrastructure in Response to Damages Caused by Flooding and Other Natural Disasters.

ATTACHMENTS:
Resolution 2025-39.pdf

RESOLUTION 2025-39

SUPPORTING AN APPLICATION TO NEW MEXICO FINANCE AUTHORITY UNDER THE COLONIAS INFRASTRUCTURE FUND

WHEREAS, the Village of Ruidoso was designated a Colonia on October 14, 2025; and

WHEREAS,the Village of Ruidoso is in need of Water System Improvements to the Chloride Flats North Water Storage Tank in the form of interior & exterior renovations which will include new interior and exterior coatings, and foundation repairs; and

WHEREAS, the improvements to the Chloride Flats North Water Storage Tank will assure that the Town continues to meet federal and state guidelines for public water systems, and

WHEREAS, the proposed project will benefit low-income individuals & families, local residents, and public services within Ruidoso; and

WHEREAS, the Village of Ruidoso assures and certifies that it will comply with the regulations, policies, guidelines, loan and match requirements and any requirements with respect to the acceptance and use of colonias infrastructure program,

WHEREAS, it is the majority opinion of the governing body in and for the Village of Ruidoso that the proposed grant will be in the best interest of the residents of the community,

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Ruidoso that it endorses and supports an application for the 2025 Colonias Infrastructure Fund funding cycle; and that

1. The Mayor of the Village of Ruidoso, or his designee, is hereby directed to prepare and submit an application on behalf of the Village of Ruidoso for funding assistance from the New Mexico Finance Authority Colonias Infrastructure Fund for Water System Improvements to construct the Chloride Flats North Tank Interior & Exterior Renovations.
2. That the Village Council directs and designates Ronald L. Sena, Village Manager, as the Authorized representative to act in all matters in connection with this application, and to do all acts necessary to carry out the intent of the Resolution.

PASSED, APPROVED and ADOPTED by the governing body of Village of Ruidoso at it's regular meeting of November 10, 2025.

/s/_____
Lynn D. Crawford, Mayor

ATTEST:

/s/

_____
Jini S. Turri, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Approval of Adoption of Resolution 2025-40, A Resolution Requesting a Time Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

Item Summary:

Approval of Adoption of Resolution 2025-40, A Resolution Requesting a Time Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

Financial Impact:

Village of Ruidoso's proportional matching share shall be 25% or $94,491.00; New Mexico Department of Transportation's share shall be $75% or $283,474.00. Total Project Cost is $377,965.00.

Item Discussion:

The Village of Ruidoso Street Department is asking for support and commitment for the 2025 CO-OP Project. The department plans to use its in-house equipment, labor, & to purchase materials to do drainage improvements, pavement rehabilitation/improvements, and overlay roads in project area. The Project streets will be : Abbey Place, Black Forest Road, Buckingham Drive, Flume Canyon Drive, King Richard Drive, Lancelot Court, Nottingham Road, Oxford Road, Westbury Drive, Westminster Road, Wimbleton Road, Winchester Road, & Windsor Drive. The Department is requesting a one year time extension.

Recommendations:

To Approve Adoption of Resolution 2025-40, A Resolution Requesting a Time Extension on Local Government Road Fund Program Cooperative Agreement HW2L200654 with New Mexico Department of Transportation (NMDOT).

ATTACHMENTS:
LGRF_Resolution_2025-40.pdf

L200654 Village of Ruidoso_Executed.pdf

RESOLUTION 2025-40

Village of Ruidoso

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the ***Village of Ruidoso*** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be ***$377,965.00*** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or ***$283,474.00***

and

b. ***Village of Ruidoso***'s proportional matching share shall be 25% or ***$94,491.00***

TOTAL PROJECT COST IS ***$377,965.00***

Village of Ruidoso shall pay all costs, which exceed the total amount of ***$377,965.00***.

Now therefore, be it resolved in official session that ***Village of Ruidoso*** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2026,** and the ***Village of Ruidoso*** 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 the written agreement.

NOW therefore, be it resolved by the ***Village of Ruidoso*** to enter into Cooperative Agreement Control Number ***HW2L200654*** with the New Mexico Department of Transportation for LGRF Project for year **2025** to drainage improvements, pavement improvements/rehabilitation, and miscellaneous within the control of the ***Village of Ruidoso*** in Lincoln County, New Mexico.

_____ _____

Lynn D. Crawford, Mayor DATE

_____ _____

Jini S. Turri, Village Clerk DATE

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Contract No. D20201
Vendor No. 0000054454
Control No. HW2L200654

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Ruidoso** (Public Entity), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L200654**, and the Public Entity's resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.
a. The estimated total cost for the Project is Three Hundred Seventy Seven Thousand Nine Hundred Sixty Five Dollars and No Cents **($377,965)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$283,474**	**$94,491**	**$377,965**
		Total Project Cost	**$377,965**

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b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
o. Allow the Department to inspect the Project to confirm that the Project is constructed in

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accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
q. Prior to Project construction, furnish the Department's District 2 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
r. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the **"Certification of Construction Phase"** form, attached as **Certification No. 2.**
s. Within thirty (30) calendar days of completion, furnish the Department's District 2 Office the **"AS BUILT Summary of Costs and Quantities"** form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
t. Failure to timely provide **Certification Nos. 1, 2** and **3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

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to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. **Termination.**
   a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
   b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
   c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
   d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. **Third Party Beneficiary.**
   It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. **Liability.**
   As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. **Contractors Insurance Requirements.**
    The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

    To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. **Scope of Agreement.**
    This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

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otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

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reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Mallery Manzanares 83F307B82C81449... Date: 07/15/24
Cabinet Secretary or Designee

Recommended By District 2

By: DocuSigned by: Francisco Sanchez 9C4F2A8491B7460... Date: 06/27/24
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: DocuSigned by: Sundarjeet Kaur CBDDF719FE734A2... Date: 07/12/24
Assistant General Counsel

Village of Ruidoso

By: _____ Date: 6/25/24

Title: MAYOR

Attest: Yvonne Bartz, Deputy Clerk
Name and Title

VILLAGE OF RUIDOSO SEAL NEW MEXICO

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RESOLUTION
2024-24
VILLAGE OF RUIDOSO

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the ***VILLAGE OF RUIDOSO*** and the New Mexico Department of Transportation have entered into a Municipal Arterial Program Cooperative Agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be ***$377,965*** to be funded in proportional share by the parties hereto as follows:

CN 6200265 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	**100%**
FY2025 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements	**$283,474**	**$94,491**	**$377,965**

WHEREAS, the *Village of Ruidoso* shall pay all costs, which exceed the total project of **$377,965.**

NOW THEREFORE, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

A. The project for this Cooperative Agreement is adopted and has a priority standing.
B. The Cooperative Agreement terminates on **6/30/2026** and the **Village of Ruidoso** 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 merges into the written agreement.
C. The agent of the **Village of Ruidoso**, **Lynn D. Crawford, Mayor,** shall have signature authority to bind the **Village of Ruidoso** to terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Ruidoso,** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Ruidoso** to enter into Cooperative Agreement for Project Control Number **L200654** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025.** **For Various streets in the project area: Bonanza Drive, Mooney Court, Mustang Drive, Queen Aire Court, Skylane Road, Travel Aire Road, & West White Mountain Drive- Planning Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements within the control of Village of Ruidoso in the State of New Mexico.**

PASSED, ADOPTED AND APPROVED THIS 9th **DAY OF** July **, 2024**

Lynn D. Crawford, Mayor — Date: 7/9/24

Jini S. Turri, Village Clerk — Date: 07-09-2024

VILLAGE OF RUIDOSO (SEAL) SEAL NEW MEXICO

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

EXHIBIT A
Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
   a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
   b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
   c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
   d. **DEPARTMENT**'s Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
   e. **DEPARTMENT'S** Urban Drainage Design Criteria;
   f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
   g. **DEPARTMENT'S** Action Plan;
   h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
   i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
   j. **DEPARTMENT'S** Location Study Procedures;
   k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
   l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
   m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

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EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies, shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

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In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

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EXHIBIT C
Village of Ruidoso RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Ruidoso** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$377,965** to be funded in proportional share by the parties hereto as follows:

CN L200654 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	**$283,474**	**$94,491**	**$377,965**

WHEREAS, the **Village of Ruidoso** shall pay all costs, which exceed the total project cost of **$377,965.**

NOW THEREFORE, be it resolved in official session that **Village of Ruidoso** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **6/30/2026** and the **Village of Ruidoso** 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 the written agreement.
c. The agent of the **Village of Ruidoso,** _____(name or title), shall have signature authority to bind the **Village of Ruidoso** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Ruidoso** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Ruidoso** to enter into Cooperative Agreement for Project Control Number **L200654** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Various streets in the porject Area: Bonanza Drive, Mooney Court, Mustang Drive, Queen Aire Court, Skylane Road, Travel Aire Road, & West White Mountain Drive. - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **Village of Ruidoso** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

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CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200654

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S** Right of Way Handbook (Current Edition) Local Public Agencies, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
   ___a. have been relocated
   ___b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards (Current Edition).
9. That no angle parking has been provided in this Project.

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

10. That the **Public Entity** has completed a (check, which of the following conditions exists):

    _____a. 20 year pavement design; or

    _____b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.

11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.

12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.

13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan,(Current Edition).

14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).

15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):

    a. Lighting;

    b. signalization;

    c. storm sewer and lift station;

    d. landscape;

    e. road exchange; and

    f. any other applicable agreements.

16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

Village of Ruidoso

By:_____ Date: _____

Mayor

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator

Department of Transportation

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200654

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L200654** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

Village of Ruidoso

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

CERTIFICATION NO. 3

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

Form A-110
Rev. 3-95

INTRA-DEPARTMENTAL CORRESPONDENCE

SUBJECT: LGRF L200654 **DATE:** 07/12/2024

TO: Clarissa Martinez
Statewide LGRF Coordinator

FROM: Libby Coslin

Attached is the Resolution and original LGRF agreement signed by Village of Ruidoso.

CONTROL NUMBER L200654

This LGRF Agreement has being submitted for execution.

Thank you for processing at your earliest opportunity, and do not hesitate to contact me if you have any questions or need additional information.

Libby Coslin

Libby Coslin

Attachments

Docusign Envelope ID: B1E2C713-818B-46F6-8889-9191DAB4E538

NEW MEXICO DEPARTMENT OF TRANSPORTATION

SHARE PROJECT BUDGET FORM- LGRF Projects

Note: All Teal Highlighted Fields MUST Be Entered. Once form has been completely filled out they should be routed to the Project Oversight Division at the General Office.
The Project Oversight Division will review form and make sure all information is correct then will enter into SHARE.

FROM: Libby Coslin

DATE: July 12, 2024

PROJECT NUMBER: L200654

CONTROL NUMBER: HW2L200654

Note: For 100% state project add HW2 before the Control Number; For a Federal Project add HWA before theControl Number

DISTRICT: 2

START DATE: 07/01/24

END DATE: 6/30/2026

PROJECT DESCRIPTION: Planning, design, construction, reconstruction, pavement rehab, const management, drainage and misc improvements

BUDGET SETUP

STANDARD ACTIVITY	FUND TYPE	PO AMOUNT	PRO RATA
ST-MAP	100% STATE FUNDS	$283,474.00	75.00%

	LOCAL MATCH	STATE MATCH	TOTAL AMOUNT
STATE	$94,491.00	$283,474.00	$377,965.00

PROJECT SUMMARY

100% STATE FUNDS: $283,474.00

OTHER FUNDS:

Note: Use Other field for Special Funds

TOTAL PROJECT BUDGET: $283,474.00

PROJECT ACCOUNTING INFORMATION

		District	Department Description
DEPARTMENT CODE	9071020000	2	Municipal Arterial Program (MAP) D2
SHARE FUND NUMBER	20300		
BUD REF	124		

SHARE ACCOUNT NUMBER: 400

CLASS: H0000

PROJECT APPROVALS

PROJECT MANAGER: Louis Matta
Please print name

SIGNATURE: DocuSigned by: Louis Matta B441F2D42E6B408...

G.O. BUDGET APPROVED BY:
Please print name

☐ BUDGET

POD APPROVAL:
Please print name

SIGNATURE:

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 4.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: November 10, 2025

Re: Approval of T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

Item Summary:

Approval of T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

Financial Impact:

This lease will bring in revenue to Sierra Blanca regional Airport and The Village of Ruidoso.

Item Discussion:

T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

Recommendations:

To Approve T-Hangar Agreement between the Village of Ruidoso, Sierra Blanca Regional Airport and Jay Bowers, for Bravo-6 T-Hangar Beginning October 20, 2025.

ATTACHMENTS:
T-Hangar B-6.pdf

T-HANGAR LEASE AGREEMENT
Month-to-Month

PARTIES

This LEASE AGREEMENT is entered into this 20th day of November , 2025 by and between the Village of Ruidoso (hereinafter referred to as "Lessor" and Jay Bowers _____, (hereinafter referred to as the "Lessee.")

LEASE FACILITY

The Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, as herein provided, a T-Hangar located at Sierra Blanca Regional Airport, County of Lincoln, New Mexico, known as T-Hangar ___B-6_____ hereinafter referred to as the facility, for the aircraft(s) registered as:

N#85VL_____.

TERM

The term of this lease shall be a month-to-month lease commencing on the first day of each month. Termination notice by the Lessee shall be to the Lessor, no less than 30 days prior to the date of termination.

LEASE PAYMENTS

Lessee hereby agrees to pay Lessor a monthly lease payment for the facility in the amount of $ 275 _____, in advance, postmarked on or before the twenty fifth (25th) day of each month during the lease period.

The monthly lease payment for any portion of a month on which the lease period commences shall be pro-rated on a daily basis. There shall be no pro-ration for any month in which the lease terminates.

The Lessor may adjust the lease payment at any time. Such increase or decrease in the lease payment shall become effective on the first day of the month following thirty (30) days of the postmarked notice of such an adjustment unless otherwise specified.

UTILITIES

Leasee (X accepts ___ does not accept) electric service provided by the Lessor. If electric service is accepted, the Lessor shall pay a system charge of $25 per month which includes taxes. If the kilowatt usage of the unit exceeds $25.00 in a month, the Lessor agrees to pay the excess at the actual rate by Otero County Electric Cooperative as bill to Village of Ruidoso.

CONDITION OF PREMISE

Lessee has inspected the facility and all improvements located thereon and Lessee accepts the facility in its present conditions. Lessee agrees that at the expiration of the term hereof, Lessee agrees to yield up and deliver the facility to Lessor in as good repair and condition as when entered upon, loss resulting from ordinary use and wear accepted.

MAINTENANCE

Lessor accepts responsibility, at Lessor's own expense, for the maintenance and upkeep of the facility, and improvements located thereon. The Lessee will keep facility in a clean and orderly condition. Lessor shall be the sole judge of the quality of maintenance; and, upon written notice by the Lessee to the Lessor, Lessor shall be required to perform whatever maintenance is deemed necessary. Lessor shall only store aircraft and materials necessary for the operation and maintenance of aircraft in the facility. Storage of personal property not related to aircraft or the operation and maintenance of aircraft is prohibited.

INSPECTION OF FACILITY

Upon giving reasonable notice in writing to Lessee, Lessor or the FAA, or agent of either, under the supervision of the Airport Director, may enter the facility and have free access for the purpose of inspecting the condition thereof or exercising any right or power reserved to the LESSOR or the FAA under the terms and provisions herein. Keys to all T-Hangers will be provided by the Lessee and kept in a secured location in the terminal, accessible only to the airport personnel.

ASSIGNMENT AND SUBLET

LESSEE shall not assign this lease nor sublet the facility or any portion thereof without written consent of the LESSOR. In the event of such written consent, the LESSEE shall not thereby be relieved of or from its obligation under this agreement.

AIRPORT RULES, REGULATIONS, COMPLIANCE

Lessee is subject to all rules, regulations now or hereafter to be imposed by Lessor relating to management, operation, and use of Sierra Blanca Regional Airport. Lessee shall at all times comply with airport rules and regulations; federal, state and municipal ordinances, codes or laws; and other regulatory measures now enacted or as are hereafter modified or amended. Lessee understands that this lease is for Aviation use only and any other use of this t-hangar will result in loss of lease. Lessor empowers its authorized agent to apply and enforce compliance of Lessee with the above rules, regulations, state and federal laws and municipal codes, and other regulatory measures. Failure of Lessee to comply with same may be deemed a breach of this agreement by Lessor.

TAXES, LICENSES, UTILITIES

During the term of this Agreement or any extension hereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon the personal property, fixtures, or equipment of Lessee placed in or about the facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the use of the leased premises. Lessee shall procure and maintain all licenses, certificates, permits, and other similar authorizations required for the use of the leased premises. Lessee shall be liable for any and all utilities procured by the Lessee.

ALTERATIONS, ADDITIONS, IMPROVEMENTS

Lessee shall not make, suffer or permit to be made any alterations, additions or improvements whatsoever in or about the facility without first obtaining the written consent of Lessor.

If Lessor gives such consent, all repairs, alterations, additions, or improvements shall be done solely at Lessee's expense and in accordance and compliance with all applicable municipal, state, federal ordinances, laws, rules, and regulations and Lessee may be required to return the t-hangar back to its original configuration.

Lessee shall not allow liens of any kind or whatsoever to be created against or imposed upon the facility or any part thereof. Lessee shall indemnify and hold Lessor harmless from any and all liability

and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against the facility on account of or arising out of such alterations, additions, or improvements. Lessee shall, if required by Lessor, provide a bond to cover all work, including materials and labor, arising out of such alterations, additions, or improvements.

Any and all alterations, additions, and improvements, except unattached shelving and moveable furniture, made in accordance with the provisions contained herein, whether or not attached to the walls, floors, or facility, shall immediately merge and become a permanent part of the facility; and any and all interest of Lessee therein shall immediately be vested to Lessor; and all such alterations, alterations, and improvements shall remain on the facility and shall not be removed by Lessee at the termination of this agreement. Any unattached shelving and moveable furniture must be removed by Lessee at Lessee's sole expense on or before the termination of this agreement, or becomes the property of the Lessor.

INDEMNIFICATION and INSURANCE

Lessor shall not be liable for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, and Lessee shall indemnify and hold harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever which shall occur in any manner in or about the facility, including but not limited to, damage caused by leakage or bursting of heating pipes, drains, tanks, water from any source whatsoever. Lessee hereby indemnifies and holds harmless Lessor from any negligence on the part of the Lessee, its agents, representatives, or employees and shall give to Lessor prompt written notice of any claim, damage, loss, or action in respect thereto. Lessee shall maintain insurance requirements as set forth in the Minimum Standards for Fixed Based Operators and Airport Tenants at Sierra Blanca Regional Airport.

CALAMITY AND CONDEMNATION

If, at any time during the term of this agreement, the said facility shall be totally or partially destroyed by fire, earthquake, flood or other calamity, the facility or any portion thereof shall be condemned for public or quasi-public purposes, or shall be taken by any governmental authority in any manner whatsoever during the term thereof, the parties hereto agree as follows:

In the event the facility shall be totally destroyed, condemned or taken, to such an extent that it is wholly impractical for Lessee to use the facility; this agreement shall terminate as of the effective date of such condemnation or taking.

In the event a portion of the facility shall be condemned or taken, but such condemnation or taking does not render the use of the facility wholly impracticable, Lessee's obligation under this agreement shall continue in full force and effect; but the amount of the lease payment shall be reduced proportionately. In such event, Lessee shall bear any necessary costs of relocating its equipment and placing the remaining facility in proper and usable condition.

In any event, as aforesaid in this section, Lessee shall have no right or cause of action against Lessor. Lessee reserves the right to proceed independently of Lessor with any claims for compensation for damages to which Lessee may become entitled by reason of such total or partial condemnation or taking.

DEFAULT

If Lessee fails to make payment in the time and manner provided herein or if Lessee defaults in any of the covenants or promises to be performed by Lessee, then at its option, Lessor may use any remedy or remedies provided by law or equity including, but not limited to, the following:

Lessor may declare this agreement terminated and enter upon the facility, either with or without

process of law, and repossess the facility.

Lessor may re-enter the facility and may rent same in behalf of Lessee upon such terms as are suitable to Lessor, all without releasing Lessee from any liability hereunder. In such event, any monies collected by such leasing shall be applied first to the expense of restoring and placing the facility in a rentable condition and next to the payment of the rent or any sum due the Lessor hereunder; and the Lessee shall remain liable for any deficiency.

Without waiving any lien given to Lessor by statute, Lessee hereby grants the Lessor a good, valid, and first lien upon any and all of the equipment, chattels, and other property now or hereafter belonging to said Lessee and located on the facility as security for payment of the rent and the fulfillment of the performance of the promises of the Lessee herein.

Lessee shall pay Lessor all reasonable attorney fees, court costs, and expenses that may arise from enforcing any of the terms of this agreement.

BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, Lessor shall have the option to forthwith terminate this agreement and re-enter the facility and take possession thereof; and in no event shall this agreement or the facility be deemed to be an asset of the Lessee after adjudication or a judgment in bankruptcy, the appointment of a receiver, or an assignment for the benefits of creditors.

USE OF FACILITY

Lessee shall use the facility for storage of aircraft and limited equipment as described below. Lessee shall not use the facility for any purpose prohibited by law.

Lessee shall prevent upon the facility anything which in the opinion of the Lessor, may be or become a nuisance or otherwise objectionable condition, including but not limited to noise, vibration, shock, smoke, combustion, dust, odor, obstruction to aerial approaches, or obstruction or hazard to ground traffic. Lessor shall be the sole judge in this matter and Lessee agrees to abide by Lessor's decision and to act in accordance with Lessor's directions.

No hoisting mechanisms may be attached to the structure of the facility without the written permission of the Airport Director. This will include chain fall, block and tackle, or any other hoisting devises passed over struts or braces of the facility's structure.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging them from any facility structural member.

Storage and use of tools and equipment inside the leased facility is limited to hand tools and lightweight portable equipment, such as an air compressor, preheater, or battery charger.

Lessee shall not use the facility for equipment repairs or maintenance. Aircraft maintenance in the facility shall be limited to Preventative Maintenance as defined in Appendix A, 2c. of FAR Part 43, 1994 edition. The facility, particularly the floor, shall be protected during maintenance from spills and leakage.

Painting of, or paint removal from, aircraft or other items inside the facility or surrounding area is prohibited.

Lessee shall not operate nor permit the operation of any commercial activity of any nature, nor provide any commercial service or product sales whatsoever in or about the facility.

Lessee shall not use hoisting mechanisms which require the use of struts or braces of the facility structure for support nor shall Lessee store any item by hanging them from any facility structural member.

The Lessee shall provide a metal drip pan to be placed under any portion of the aircraft that may

leak fuel or lubricants. The Lessee agrees to assume liability for the cost and repair of the floor caused by leakage of fuel, oil or lubricants.

Lessee shall keep the facility clean and free of trash and debris at all times and shall be responsible for the removal of snow, sand and dirt in the door tracks at all times.

Lessee shall not remove or otherwise modify the facility door assemblies. Nor shall the Lessee use any self-propelled equipment such as, but not limited to, tractors, trucks or automobiles to open or close the leases facility doors.

Doors of the facility shall be closed by Lessee when the leased facility is unattended.

Lessee shall not install electrical outlets or modify existing electrical wiring in any manner without the written approval of the Lessor. In addition, the existing electrical service to the facility, if any, is intended for lighting purposes and equipment drawing no more than 20 amps, such as an air compressor, battery charger or preheater. Use of the existing electrical system for other purposes, without the written permission of the Lessor, is strictly prohibited. Any repairs to the electrical system and/or electrician's service call (for resetting of the master circuit breaker, for instance) attributed to the breach of this provision will be charged to the Lessee.

The facility shall not be used for housing or storage of any other vehicles than aircraft described herein.

NOTICES

All notices, requests, or other formal communications to the Lessor shall be given by certified mail, postage prepaid, to:

Sierra Blanca Regional Airport
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

or hand delivered to:

Sierra Blanca Regional Airport
1000 State Highway 220
Alto, New Mexico 88312

All notices, requests, or other formal communications to the Lessee shall be given by certified mail, postage prepaid, as follows:

_____
_____
_____
_____
_____
_____

For and behalf of the Lessee, _____

Date: _____

For and behalf of the Lessor, _____

Date: _____

Airport Manager
Sierra Blanca Regional Airport

VILLAGE OF RUIDOSO

LYNN D. CRAWFORD
MAYOR

_____

JINI TURRI
VILLAGE CLERK

_____

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 5.

To:

Presenter(s): Dianne Staab, Library Manager

Meeting Date: November 10, 2025

Re: Approval of Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of $15,000.00 Paid in Two Semi-Annual Payments.

Item Summary:

Approval of Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of $15,000.00 Paid in Two Semi-Annual Payments.

Financial Impact:

The Ruidoso Public Library will receive $15,000.00 dollars from the County of Lincoln and is budgeted in the Special Library Fund (#213).

Item Discussion:

This contract stipulates that the Ruidoso Public Library will provide library services to all citizens of the County of Lincoln. In consideration of the services to be provided hereunder, the County of Lincoln to provide a total of $15,000.00 paid in two semi-annual payments. The Village of Ruidoso agrees that it will be responsible for all facets of the library services stipulated in the contract and will provide semi-annual report of services at the time the payments are requested. The terms of the contract are for the 2025-2026 state fiscal year.

Recommendations:

To Approve Contract for Services Between the County of Lincoln and Village of Ruidoso to Provide Library Services to All Citizens Within the Boundaries of Lincoln County. To Provide a Total of $15,000.00 Paid in Two Semi-Annual Payments.

ATTACHMENTS:
Contract for Library Services between Lincoln County and Village of Ruidoso 25-26.pdf

CONTRACT FOR SERVICES BETWEEN
THE COUNTY OF LINCOLN
AND
VILLAGE OF RUIDOSO

THIS CONTRACT FOR SERVICES is entered into by and between the County of Lincoln, New Mexico, hereinafter sometimes referred to as the "COUNTY," and Village of Ruidoso.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Lincoln County has determined that Village of Ruidoso performs worthwhile and necessary services for the citizens of Lincoln County by offering library services for all in the vicinity of Ruidoso; and

WHEREAS, Village of Ruidoso has agreed to provide these services to all who are eligible for the program within the boundaries of Lincoln County within program budget; and

WHEREAS, it is in the interest of both parties that the County of Lincoln assist in providing this library access and to acquire these services from the Village of Ruidoso.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to contract for services from Village of Ruidoso, consisting of access to a library in the vicinity of Ruidoso for all citizens in need of such services within the boundaries of Lincoln County.

2. **Consideration.** In consideration for the services to be provided hereunder, COUNTY agrees to provide a total of $15,000 paid in two semi-annual payments.

3. **Stipulations.** Village of Ruidoso agrees that it will be responsible for all facets of these services and shall be responsible for providing a semi-annual report of services at the time payments are requested.

4. **Release.** Village of Ruidoso hereby releases, waives and discharges the County of Lincoln from all liability, for any and all losses of damages, and any claims of damages resulting therefrom, on account of personal injury or property damages resulting while providing library services and expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. **Term.** The term of this Contract for Services shall be for the 2025-2026 state fiscal year, unless otherwise mutually agreed to, in writing, by both parties.

6. **Modification of Agreement.** Any changes to this Contract for Services shall be in writing and agreed to and signed by both parties.

County Manager **Jason Burns**	**Village of Ruidoso**
By: _____	By: _____
Date: 8-22-25	Date: _____

County of Lincoln, NM

PH: (575) 648-2385

PURCHASE ORDER

PO Number: 000797 **Date:** 08/22/2025

Requisition #: 000797 **Vendor #:** 99292

ISSUED TO:
RUIDOSO PUBLIC LIBRARY
107 KANSAS CITY ROAD
RUIDOSO, NM 88345

SHIP TO:
Courthouse
300 Central Ave
Carrizozo, NM 88301

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	15,000	Contract Services FY 25/26	405-044-2536		1.00	15,000.00

Contract Services FY 25/26 Approved by Commission 7/15/25

SUBTOTAL:	15,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	15,000.00

Nich Morerod
Purchasing Officer

IMPORTANT: INSTRUCTION FOR INVOICING AND SHIPPING

1. Lincoln County is tax exempt under Gross Receipts Taxes #01-5008838-003 or request an NTTC.
2. Taxes for services must be at the rate where the services are performed.
3. Merchandise is to be received F.O.B. Carrizozo, NM 88301, unless otherwise stated.
4. Purchase Order number must be accurate and appear on all invoices and packages.
5. If submitting Statements, attach a copy of each invoice to each statement.
6. Invoices are paid on a net 30 unless otherwise agreed upon.
7. Notify us immediately if you are unable to ship a complete order.

(ALL INSTRUCTIONS MUST BE COMPLIED WITH BEFORE PAYMENT CAN BE MADE.)

ADDRESS ALL INVOICES TO:
COUNTY OF LINCOLN
ACCOUNTS PAYABLE
PO BOX 711
CARRIZOZO, NEW MEXICO 88301-0711

PLEASE SEND ONE COP OF YOUR INVOICE
WITH ORIGINAL BILL OF LADING

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 6.

To:

Presenter(s): Dianne Staab, Library Manager

Meeting Date: November 10, 2025

Re: Approval of Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of $10,000.00.

Item Summary:

Approval of Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of $10,000.00.

Financial Impact:

The library will receive $10,000.00 from the New Mexico State Library to supplement the delivery of library services. Funds will be budgeted in the Special Library Fund (#213).

Item Discussion:

This agreement allocates funds in the amount of $10,000.00 to the Ruidoso Public Library. The state aid program is intended to supplement and encourage local effort in providing local library service. State Aid Funds may be used for:
1) library collections
2) library salaries
3) library staff professional staff development
4) library equipment
5) other operational expenditures associated with delivery of library services.

Recommendations:

To Approve Ratification of the State Grants-In-Aid for Public Libraries Agreement with the New Mexico State Library for Fiscal Year 2026, in the Amount of $10,000.00.

ATTACHMENTS:
SGIA AGREEMENT FY 2026.pdf

Docusign Envelope ID: 4D488568-DD25-40CF-8C24-067166C60C49

FY26 State Grants-in-Aid Checklist & Instructions

This DocuSign Email Contains the Following Documents	What To Do with The Documents
Grant Allocation Notification	- ***SAVE*** and ***PRINT*** a copy for your records.
FY26 State Aid Grant Agreement	- A person who has authority to enter into a legal contract with the State of New Mexico must electronically sign the FY26 State Aid Grant Agreement using DocuSign. - If you are not authorized, use the "*Assign to Someone Else*" option to email it to the authorized person. - The grant agreement must be electronically signed using DocuSign by ***December 22, 2025***.
4.5.2 New Mexico Administrative Code (NMAC) - *Revised June 1, 2016*	- ***SAVE*** and ***PRINT*** copies for your records. - Ensure compliance with all requirements this year, to remain eligible for FY27 funding.
State Grants-in-Aid Expenditures Guidance Sheet - *Revised July 2025*	- ***SAVE*** and ***PRINT*** a copy for your records. - Use as a reference for how state aid funds can be spent – Note: this is not an exhaustive list; contact the Library Development Bureau with questions. - Share a copy with your finance person/department and anyone else involved in library purchases.
State Aid Expenditures Tracking Sheet - *This will arrive in a separate email labeled as such*	- When received, ***SAVE*** the Excel spreadsheet on your computer and use it to track FY26 state aid expenditures. - This spreadsheet *is required and must* be completed in its entirety and returned via email *(in Excel format)* to the Library Development Bureau by June 30, 2026.
What Happens Next? Email Carmelita.Aragon@dca.nm.gov with questions	- Once the grant agreement is electronically signed by the library's authorized agent, the State Librarian will electronically sign. A complete signed copy will be emailed *from DocuSign* to the library director. - ***SAVE*** and ***PRINT*** a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons. - Once the grant agreement is fully executed, a request for payment will be made. The library's financial agent will receive a check *or* ACH payment. - **Fully expend *ALL*** FY26 state aid funds in compliance with the 4.5.2 NMAC ***by June 30, 2026***.

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NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2026 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	**Recipient Name**	Ruidoso Public Library
2.	**Remit to Name and Address**	Village of Ruidoso 313 Cree Meadows Ruidoso, NM 88345
3.	**State of NM Vendor #**	54454
4.	**Project Title and Legal and Fiscal Data**	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	**New Mexico State Library Contact**	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	**Source of Funding**	*State of N.M. Legislature - General Appropriation Act of 2026*
7.	**Grant Type and Amount Received**	Library Type Grant: **Public Library** Total Grant Amount: $ **10,000.00** *(Total grant amount includes share(s) for any eligible library branch(es))*
8.	**Allocation Period**	Fiscal Year 2026 Fully expend ***ALL*** State Grants-in-Aid funds by **JUNE 30, 2026**.
9.	**Terms and Conditions of Allocation**	The state aid program is intended to supplement and encourage local effort in providing local library service. A ***library's local budget shall not*** be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Grants-in-Aid funds **may be used** for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Grant recipients must report how all FY26 state grants-in-aid funds were spent in the FY26 Annual Report.
10.	**Date**	October 17, 2025

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State Grants-in-Aid to Public Libraries Agreement For FY2026

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Ruidoso Public Library** , located in **Ruidoso, NM** , hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed
Ten Thousand Dollars and No Cents
(**$10,000.00**) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Fully expend state grants-in-aid funds before **June 30, 2026**;
6. Failure to fully expend state grants-in-aid funds before June 30, 2026, will result in denial of fiscal year 2027 state grants-in-aid;
7. In the event of an extension, this agreement will continue through the life of the grant and subsequent extensions unless terminated by any party;
8. No later than August 12, 2026, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and

9. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation.**

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. 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, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Authorized Agent Signature: Signed by: 08520B2326BF4B4... Date: 10/20/2025

X My signature above verifies that I am an authorized agent with authority to enter into a legal contract with the State of New Mexico.

Print Name of Authorized Agent: Lynn Crawford

Official Title of Authorized Agent: Mayor

NMSL Signature

New Mexico State Librarian Signature: Signed by: Eli Guinnee 55F31E9436424FA... Date: 10/21/2025

New Mexico State Librarian Print Name: Eli Guinnee

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State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to *supplement* and *encourage* local effort in providing local library service and *is not* intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to New Mexico public libraries. Recognized public libraries must meet all eligibility requirements outlined in the 4.5.2 NMAC to receive state aid. *ALL* state aid funds must be fully expended or encumbered *before* June 30 each year.

This is not an exhaustive list of allowable and non-allowable expenditures. If you have questions as how to expend state aid grant funds, contact the Library Development Bureau *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid *can* be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
  - Regular library staff salaries for their work within the library. Paying a part-time/substitute library staff member or a summer intern may also be allowable.
- Library Staff Professional Development
  - Library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library-related training and workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including lodging & meals).
  - Library staff training (in-person and online) that relates to library services/issues, is organized and held at the library, or other locations, etc. may also be allowable.
- Library Equipment
  - Equipment associated with meeting the information needs of library patrons such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, library program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures →

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Non-Allowable Expenditures - State aid ***cannot*** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, library staff fringe benefits, library staff performance bonuses, or similar expenditures, etc.
- Food, giveaways, incentives, prizes, college classes for individual library staff (*i.e.*, library staff tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (*e.g.*, bouncy houses, party supplies, pony rentals), or similar purchases, etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, *i.e.*, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, toilet paper, paper towels, cleaning supplies and equipment (*e.g.*, vacuums, mops, brooms, trashcans, etc.) paint, or similar expenditures, etc.
- Capital improvements and construction.

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Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

(1) provide information in the time, manner, and form prescribed by the state library;

(2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;

(3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

(4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

(1) separate quarters from the main library;

(2) a permanent library collection and reference services;

(3) offers basic library services;

(4) staff present during open hours; and

(5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. **"Circulating materials"** means items from library collections that are checked out by patrons for use outside of the library.

F. **"Collection development policy"** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. **"Community analysis and needs assessment"** means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. **"Developing library"** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:
- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

I. **"Fiscal year"** means July 1 through June 30.

J. **"Legal service area"** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. **"Library board"** means an administrative or advisory group comprised of representative members of the library's community.

L. **"Library collections"** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. **"Library equipment"** means equipment associated with the delivery of library services.

N. **"Library staff"** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. **"Matching funds"** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. **"Public library"** means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:
- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

Q. **"Reference services"** means the provision of library staff to answer reference questions during all the hours the library is open.

R. **"Strategic plan"** means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

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[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least $0.25 per person in its first year and any non-consecutive years of developing library grant application participation; $0.50 per person in its second consecutive year; $0.75 per person in its third consecutive year; $1.00 per person in its fourth consecutive year; and $1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least $1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.
[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.
[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.
[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.
[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.
NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.
NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.
NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.
NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 7.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: November 10, 2025

Re: Approval of Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

Item Summary:

Approval of Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

Financial Impact:

Cameras will be purchased out of the LEPF Special Revenue Fund's Non-cap Furn, Fix, and Equip line item (211-430-51015).

Item Discussion:

Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

Recommendations:

To Approve Purchase of 35 New Body Cameras from Axon Enterprises Inc. Utilizing Statewide Price Agreement #40-00000-23-00004, in the Amount of $38,020.60.

ATTACHMENTS:
Price Agreement
Ruidoso Police Dept. - NM - AB4 Hardware Only(35).pdf

DocuSign Envelope ID: AE390CB3-113E-4930-A304-92245EAB6794

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000054836
AXON Enterprise, Inc.
PO Box 29661-2018
Phoenix, AZ 85038

Contact: Sean Lake
Email: slake@axon.com
Telephone No.: (623) 225-9909

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number**: 40-00000-23-00004AE**

Payment Terms**: See Contract**

F.O.B.**: Destination**

Delivery**: See Contract**

TM

Procurement Specialist**: Theresa Mendibles**

Telephone No.**: (505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title**: Public Safety Video Systems**

Term**: February 16, 2024 thru June 30, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. If procuring goods only, no determination of service is required.

NASPO ValuePoint: https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2023-2028/axon-enterprise-inc/

Accepted for the State of New Mexico

Date: 2/21/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

MS

This has been signed on behalf of the State Purchasing Agent.

Participating Addendum Number OK-MA-145-21-100
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
State of New Mexico
and
AXON ENTERPRISE, INC

.

This Participating Addendum is entered into by **State of New Mexico** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-400, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

AXON Enterprise, Inc.("Contractor")
17800 N 85th Street
Scottsdale, AZ 85255

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:	Participating Entity's contact for this Participating Addendum is
Sean Lake slake@axon.com 623 225 9909	Theresa Mendibles IT Procurement Specialist theresa.mendibles@gsd.nm.gov 505-795-1894

II. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- **a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities
- **b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum.

Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. See Attachment A

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: State of New Mexico Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
Sean Lake slake@axon.com
623 225 9909

For Participating Entity:
Dorothy Mendonca
State of New Mexico/State Purchasing Division
dorothy.mendonca@gsd.nm.gov
505-827-0472

SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

DocuSign Envelope ID: AE390CB3-113E-4930-A304-92245EAB6794

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto. IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:	**PARTICIPATING ENTITY:**
Signature	**Signature**
Robert E. Driscoll, Jr.	Dorothy Mendonca
Printed Name	**Printed Name**
Deputy General Counsel	State Purchasing Agent/Division Director
Title	**Title**
2/20/2024	2/21/2024
Date	**Date**

This has been signed on behalf of the State Purchasing Agent.

Attachment A

1. **Taxes:** The Contractor shall be reimbursed by the Participating State 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 PARTICIPATING 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 Participating State 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.

2. **Retainage:**
   Reserved

3. **Performance Bond:**
   Reserved

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent and end on June 30, 2025. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

5. **Termination:**
   a) Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

   b) Notice; Participating State Opportunity to Cure.
   (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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 provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; 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 Participating State'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 PARTICIPATING STATE'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 Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State 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 providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. 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 State of New Mexico 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 State of New Mexico 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 as of the Effective Date of this Agreement, 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 agrees to the best of its knowledge 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 Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State'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 Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (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 Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State 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 Participating State 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 Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;
      (4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member

of a legislator's family, or a business in which a legislator or a legislator'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 Participating State.

c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State 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 Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State 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 Participating State 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 the Participating State's 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 Participating State.

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 New Mexico 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 Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State 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 Participating State.

19. **Notices:** 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:

To the Participating State:

Name:	State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	theresa.mendibles@gsd.nm.gov

To the Contractor:

Name:	Axon Enterprise, Inc.
Address:	17800 N. 85th St, Scottsdale, AZ 85255-6311
Telephone:	800-978-2737
Contact:	Legal
Email:	legal@axon.com

20. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. **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.

22. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico 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 subject to the limitation of liability specified in the Master Agreement and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

24. **New Mexico Employees Health Coverage:**
    - **a)** If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed $250,000.
    - **b)** Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.
    - **c)** Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

25. **Indemnification:** The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, reasonable 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 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 upon receiving notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

26. **Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, 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 Participating State and/or the Purchasing Entity 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 Participating State 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 Participating State 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.

27. **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 Participating State.

28. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. 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 Participating State.

29. **Inspection of Plant:** The Participating State may inspect one (1) time per calendar year, at any reasonable time during Contractor's regular business hours and upon prior thirty (30) days 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.

30. **Commercial Warranty:** The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

32. **Release:** Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. **Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State 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 Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

34. **Contractor Personnel:**
    a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Sean Lake

    b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement 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 the Participating State's approval. The Participating State, 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 Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The

Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

35. **Incorporation by Reference and Precedence:** 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) this Participating Addendum; (2) the Master Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

36. **Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination, the inspection and acceptance period will be fifteen (15) days upon receipt. Goods 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. Products which are not rejected within the timeframe specified herein shall be deemed Accepted for all purpose under this Agreement.

37. **Inspection of Services:** Except as otherwise provided under the Master Agreement, If this Agreement is for the purchase of services, the following terms shall apply.
   - **a)** Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
   - **b)** The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
   - **c)** The Participating State 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 Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
   - **d)** If the Participating State 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.
   - **e)** If any part of the services do not conform with the requirements of this Agreement, the Participating State 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 Participating State 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.
   - **f)** 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 Participating State may:
     - **(1)** by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State 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 STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. **Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.
   - **a)** Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
   - **b)** 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:

(1) Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
(2) Property damage or combined single limit coverage: $1,000,000.
(3) Automobile liability (including non-owned automobile coverage): $1,000,000.
(4) Umbrella: $1,000,000.

c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

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

40. Reporting:
The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

41. Fees:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **40-00000-23-00004AE** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

For payment of fees through U.S. Mail or Courier Delivery:
New Mexico State Purchasing Division
Joseph Montoya Building, Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

42. Lease Agreements:
Reserved.

Subcontractors: All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

Certificate Of Completion

Envelope Id: AE390CB3113E4930A30492245EAB6794
Status: Completed
Subject: Complete with DocuSign: 40-00000-23-00004AE - Public Safety Video System
Source Envelope:
Document Pages: 12 Signatures: 3
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Theresa Mendibles
1100 S Saint Francis Dr
Santa Fe, NM 87502
Theresa.Mendibles@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/20/2024 2:10:46 PM
Holder: Theresa Mendibles
Theresa.Mendibles@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Robert E. Driscoll, Jr. bobby@axon.com VP, Associate General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/20/2024 2:49:33 PM ID: e0be9424-f85c-4239-b9af-cc84361666c2	 Signature Adoption: Uploaded Signature Image Using IP Address: 104.28.124.140 Signed using mobile	Sent: 2/20/2024 2:18:31 PM Viewed: 2/20/2024 2:49:33 PM Signed: 2/20/2024 3:12:03 PM
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:12:05 PM Viewed: 2/20/2024 3:24:36 PM Signed: 2/20/2024 3:24:51 PM
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:24:52 PM Viewed: 2/20/2024 3:28:02 PM Signed: 2/20/2024 3:28:06 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:28:08 PM Viewed: 2/21/2024 7:17:41 AM Signed: 2/21/2024 7:17:46 AM

Signer Events	Signature	Timestamp
Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/20/2024 2:18:31 PM
Envelope Updated	Security Checked	2/20/2024 2:28:08 PM
Certified Delivered	Security Checked	2/21/2024 7:17:41 AM
Signing Complete	Security Checked	2/21/2024 7:17:46 AM
Completed	Security Checked	2/21/2024 7:17:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-749937-45960AS

Issued: 10/30/2025

Quote Expiration: 12/01/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 458633

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Ruidoso Police Dept. - NM 1085 Mechem Dr Ruidoso, NM 88345-7048 USA	Ruidoso Police Dept. - NM 313 Cree Meadows Dr Ruidoso NM 88345 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Steven Minner Phone: (575) 258-7365 Email: stevenminner@ruidoso-nm.gov Fax: (505) 258-1145

Quote Summary

Program Length	60 Months
TOTAL COST	$38,020.60
ESTIMATED TOTAL W/ TAX	$38,020.60

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$38,020.60	$0.00	$38,020.60
Total	**$38,020.60**	**$0.00**	**$38,020.60**

Quote Unbundled Price:	**$38,020.60**
Quote List Price:	**$38,020.60**
Quote Subtotal:	**$38,020.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
H00001	AB4 Camera Bundle	35			$899.00	$899.00	$31,465.00	$0.00	$31,465.00
H00002	AB4 Multi Bay Dock Bundle	4			$1,638.90	$1,638.90	$6,555.60	$0.00	$6,555.60
Total							**$38,020.60**	**$0.00**	**$38,020.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	35	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	39	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	39	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	39	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	12/01/2025

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1085 Mechem Dr	Ruidoso	NM	88345-7048	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	H00001	AB4 Camera Bundle	35	$31,465.00	$0.00	$31,465.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	$6,555.60	$0.00	$6,555.60
Total				**$38,020.60**	**$0.00**	**$38,020.60**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/30/2025

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 8.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: November 10, 2025

Re: Approval of Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

Item Summary:

Approval of Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

Financial Impact:

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$28,021.32	$2,294.24	$30,315.56
Dec 2026	$28,021.32	$2,294.24	$30,315.56
Dec 2027	$28,021.32	$2,294.24	$30,315.56
Dec 2028	$28,021.32	$2,294.24	$30,315.56
Dec 2029	$28,021.32	$2,294.24	$30,315.56
TOTAL	**$140,106.60**	**$11,471.23**	**$151,577.83**

The annual cost will be paid out of the LEPF Special Revenue Fund (#211).

Item Discussion:

Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

Recommendations:

To Approve Agreement with Axon Enterprise, Inc for License, Maintenance and Storage of Ruidoso Police Department's Body Worn Cameras, Utilizing Sourcewell Contract #101223-AXN in the Amount of $151,577.83 Including NMGRT.

ATTACHMENTS:

RPD AXON.pdf

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-749933-45960AS

Issued: 10/30/2025

Quote Expiration: 11/21/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 458633

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Ruidoso Police Dept. - NM 1085 Mechem Dr Ruidoso, NM 88345-7048 USA	Ruidoso Police Dept. - NM 313 Cree Meadows Dr Ruidoso NM 88345 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	James Urban Phone: 575-258-7365 Email: jaimeurban@ruidoso-nm.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$140,106.60
ESTIMATED TOTAL W/ TAX	$151,577.83

Discount Summary

Average Savings Per Year	$24.36
TOTAL SAVINGS	$121.80

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$28,021.32	$2,294.24	$30,315.56
Dec 2026	$28,021.32	$2,294.24	$30,315.56
Dec 2027	$28,021.32	$2,294.24	$30,315.56
Dec 2028	$28,021.32	$2,294.24	$30,315.56
Dec 2029	$28,021.32	$2,294.27	$30,315.59
Total	**$140,106.60**	**$11,471.23**	**$151,577.83**

Quote Unbundled Price:	**$140,228.40**
Quote List Price:	**$140,228.40**
Quote Subtotal:	**$140,106.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	60		$0.81	$0.81	$9,720.00	$795.82	$10,515.82
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	60		$27.12	$27.12	$45,561.60	$3,730.36	$49,291.96
ProLicense	Pro License Bundle	29	60		$48.82	$48.75	$84,825.00	$6,945.05	$91,770.05
Total							**$140,106.60**	**$11,471.23**	**$151,577.83**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	87	01/01/2026	12/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	29	01/01/2026	12/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	01/01/2026	12/31/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	01/01/2026	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1085 Mechem Dr	Ruidoso	NM	88345-7048	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	$1,944.00	$159.16	$2,103.16
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	$9,112.32	$746.07	$9,858.39
Year 1	ProLicense	Pro License Bundle	29	$16,965.00	$1,389.01	$18,354.01
Total				**$28,021.32**	**$2,294.24**	**$30,315.56**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	$1,944.00	$159.16	$2,103.16
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	$9,112.32	$746.07	$9,858.39
Year 2	ProLicense	Pro License Bundle	29	$16,965.00	$1,389.01	$18,354.01
Total				**$28,021.32**	**$2,294.24**	**$30,315.56**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	$1,944.00	$159.16	$2,103.16
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	$9,112.32	$746.07	$9,858.39
Year 3	ProLicense	Pro License Bundle	29	$16,965.00	$1,389.01	$18,354.01
Total				**$28,021.32**	**$2,294.24**	**$30,315.56**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	$1,944.00	$159.16	$2,103.16
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	$9,112.32	$746.07	$9,858.39
Year 4	ProLicense	Pro License Bundle	29	$16,965.00	$1,389.01	$18,354.01
Total				**$28,021.32**	**$2,294.24**	**$30,315.56**

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	$1,944.00	$159.18	$2,103.18
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	28	$9,112.32	$746.08	$9,858.40
Year 5	ProLicense	Pro License Bundle	29	$16,965.00	$1,389.01	$18,354.01
Total				**$28,021.32**	**$2,294.27**	**$30,315.59**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/30/2025

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 9.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Approval of Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $262,132.81 Including NMGRT.

Item Summary:

Approval of Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $262,132.81 Including NMGRT.

Financial Impact:

$262,132.81 Including NMGRT which will be paid out of the Village portion of the RWWTP in line item Capital Outlay - Projects (510-411-53006).

Item Discussion:

Rymarc Construction, Inc. proposes to accomplish the following items of work per site visit:

Project Scope:
Provide approved traffic control plan. Mark areas of excavation and NM 1- call. Excavate and install 1,200 LF of 6” diameter SDR 35 PVC Sewer Pipe. Install Pipe bedding bottom of trench and compact. Install pipe bedding over pipe and compact, utilize native material to backfill remainder of trench, install detectable warning tape at 18” below top of finish grade. Excavate for 5 new manholes. Install bedding material/base course underneath manholes and compact. Set manhole to correct elevation. Perform two bores underneath Gavilan Road and install PVC casing to install new sewer line pipe. Demo existing lift station, backfill and compact. By-pass pump live sewer while demo of lift station is taking place. Form and place 5- concrete pads to hold new manhole frames and lids in place. This project will eliminate an the antiquated White Mountain lift station. This line will be tied in and gravity fed.

Recommendations:

To Approve Proposal from Rymarc Construction Inc., for the Gavilan Canyon Emergency

Sewer Line Project, Eliminating the Antiquated White Mountain Lift Station and Tying into a Gravity Fed Line, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $262,132.81 Including NMGRT.

ATTACHMENTS:
Proposal Gavilan Canyon Sewer Line.pdf

RYMARC CONSTRUCTION, INC.

3440 Princeton Drive NE

Albuquerque, NM 87199

October 28, 2025

Village of Ruidoso
Attn: Ron Sena and
Adam Sanchez
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Gavilan Canyon Emergency Sewer Line Project

Rymarc Construction, Inc. proposes to accomplish the following items of work per our site visit:
Project Scope:
Provide approved traffic control plan. Mark areas of excavation and NM 1- call. Excavate and install 1,200 LF of 6" diameter SDR 35 PVC Sewer Pipe. Install Pipe bedding bottom of trench and compact. Install pipe bedding over pipe and compact, utilize native material to backfill remainder of trench, install detectable warning tape at 18" below top of finish grade. Excavate for 5 new manholes. Install bedding material/base course underneath manholes and compact. Set manhole to correct elevation. Perform two bores underneath Gavilan Road and install PVC casing to install new sewer line pipe. Demo existing lift station, backfill and compact. By-pass pump live sewer while demo of lift station is taking place. Form and place 5- concrete pads to hold new manhole frames and lids in place.

Mobilization	$9,600.00
Labor	$59,180.00
Equipment	$86,600.00
Traffic Control	$ 6,500.00
Materials	$42,900.00
Total	$204,780.00
Overhead 8%	$16,382.40
Profit 8%	$17,692.99
Bond @ 1.44%	$3,439.52
NMGRT 8.1875%	$19,837.90
Total	262,132.81

EXCLUSIONS: No Engineering, No as-built drawings, No SWPPP, No Temporary Fencing, No permitting, No demo of any other portion or parts of the property.

For your convenience, this project can be issued under our NM GSD Statewide Price Agreement – General Construction Services Contract No. 30-00000-23-00070.
Please feel free to contact me at 575-781-0508, should you have questions on this proposal.

Respectfully,

Bruce Lopez, President

Accepted by: _____ _____

Name, Title Date

Rymarc Construction, Inc. Construction Cost Estimate Breakdown 10/28/2025

PROJECT: Gavilan Canyon Sewer Line Project

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Lump Sum	BARE TOTAL
1	**Mobilization- Equipment, Labor and materials to Ruidoso Cree Street**							9,600.00	**9,600.00**
2	**Labor**								
	Superintendent	50.00	90	4,500.00					**4,500.00**
	Foreman	50.00	160	8,000.00			-		**8,000.00**
	Equipment operator (3x 49.00 = $ 147.00)	147.00	120	17,640.00			-		**17,640.00**
	Laborer (4 x 33.00 = 132.00)	132.00	160	21,120.00			-		**21,120.00**
	Water bypass pumping,(2- Laborers X 33.00 EA. = $66.00)	66.00	120	7,920.00	275.00	120	33,000.00		**40,920.00**
3	**Equipment**								
	Heavy Equipment			-	335.00	160	53,600.00		**53,600.00**
4	**Materials delivered to job site**								
	1,200 LF of 6" diamter SDR 35 PVC Pipe			-			-	14,500.00	**14,500.00**
	5- 4' diameter concrete manholes			-			-	13,900.00	**13,900.00**
	Pipe bedding material, 400 tons delivered			-			-	12,000.00	**12,000.00**
	3,000 PSI Concrete with air							2,500.00	**2,500.00**
	Traffic Control, signs, set up, maintenace							6,500.00	**6,500.00**
	Total		650	59,180.00		280	86,600.00	59,000.00	**204,780.00**
							Overhead	8%	**16,382.40**
									221,162.40
							Profit	8%	**17,692.99**
									238,855.39
							BOND	1.44%	**3,439.52**
									242,294.91
							NMGRT	8.1875%	**19,837.90**
							TOTAL		**262,132.81**

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 10.

To:

Presenter(s): Randy Koehn, Water Production Manager

Meeting Date: November 10, 2025

Re: Approval of Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

Item Summary:

Approval of Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

Financial Impact:

This Project is Budgeted in SGRT's Capital Outlay Water Projects Line Item (202-211-53030 Project #SG23005) in the Amount of $42,395.44 Including NMGRT.

Item Discussion:

Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

Recommendations:

To Approve Amendment No.4 with Souder Miller & Associates to Provide Additional Construction Administrative and Observation Services for an Additional 80 Days in Accordance with Change Order No.2 and No.3 for Water Storage Rehabilitation Re-Bid ITB #2024-001B in the Amount of $42,395.44 Including NMGRT.

ATTACHMENTS:
Amendment No.4.pdf
VOR Tank Rehabilitation Project - Project Cost Summary.pdf

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. __4____

This Amendment to Agreement dated September 13, 2022 made and entered into this _____ day of _____, 2025, between the **VILLAGE OF RUIDOSO** (hereinafter called CLIENT) and **MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES** (hereinafter called CONSULTANT)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services identified in Section 1 below, per the schedule and compensation set forth in Sections 2 and 3, respectively. Any additional work and corresponding compensation not identified below will be detailed and included in future Amendments to the referenced Agreement.

Section 1: Scope of Work

Provide construction administration and observation services as outlined in the original agreement, extended to include an additional 80 days in accordance with Change Orders No. 2 and No. 3.

Section 2: Schedule and Term

An additional 80 days.

Section 3: Compensation

$39,187.00 not including NMGRT ($42,395.44 with 8.1875% NMGRT)

CONSULTANT shall be authorized to commence the Services detailed herein upon execution of this Amendment, unless otherwise specified. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions of the original Agreement, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT:
VILLAGE OF RUIDOSO
313 Cree Meadows Drive
Ruidoso, NM 88346
(575) 258-4343
Federal Tax ID Number: _____

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By: Marty Howell

Name: Marty Howell, P.E.

Title: President

Date: 05/13/2025

Summary of Cost Proposal

Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Village of Ruidoso Water Storage Tank Rehabilitation
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: May 9, 2025
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Construction Administration	$13,354.00	$1,093.36	$14,447.36
Construction Observation	$25,833.00	$2,115.08	$27,948.08
TOTALS	$39,187.00	$3,208.44	$42,395.44

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

CONSTRUCTION PHASE - BASIC ENGINEERING SERVICES

Project Description: Village of Ruidoso Water Storage Tank Rehabilitation
Project Number: 6331008
Owner: Village of Ruidoso
Date of Submittal: May 9, 2025
Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Eng./Sci./ Surv I	Staff EIT/LSIT Sci. II	Construc. Observer IV	Project Fin./Mgr. Asst. II	Mileage	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 250	$ 175	$ 125	$ 130	$ 100	$ 0.70	$ 60			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Days	$	$	$
Task										
Construction Administration										
Ongoing Project Management	3	3						$ 1,275	$ -	$ 1,275
Invoicing	3				5			$ 1,250	$ -	$ 1,250
Respond to Requests for Information	3	5	5					$ 2,250	$ -	$ 2,250
Site Visits (2 site visits)		13				456	1	$ 2,654	$ -	$ 2,654
Preparation and Progress Meetings (2 meetings)		3	5					$ 1,150	$ -	$ 1,150
Preparation of Periodic Pay Requests (2 months)		7	9					$ 2,350	$ -	$ 2,350
Preparation of Contract Change Orders		6	11					$ 2,425	$ -	$ 2,425
Subtotal Hours:	9	37	30		5	456	1	$ 13,354	$ -	**$ 13,354**
	$ 2,250	$ 6,475	$ 3,750	$ -	$ 500	$ 319	$ 60	$ 13,354		
Construction Observation										
Construction Observation				170		3876	17	$ 25,833	$ -	$ 25,833
Number of Visits = 17										
Hours per Visit = 8										
Subtotal Hours:				170		3876	17	$ 25,833	$ -	**$ 25,833**
Subtotal Cost:	$ -	$ -	$ -	$ 22,100	$ -	$ 2,713	$ 1,020	$ 25,833		

Total Cost of Construction Phase Services: $ 39,187

Village of Ruidoso
Tank Rehabilitation Project
Project Cost Summary
11/3/2025

Engineering (Task Order #2022-006P-SMA)			
Original Task Order		$	34,466.00
Amendment No. 1		$	343,932.28
Amendment No. 2		$	42,395.44
NMGRT	8.1875%	$	34,452.49
Engineering Subtotal		**$**	**455,246.21**
Construction			
Base Bid		$	1,812,505.00
Change Order No. 1		$	1,947,063.00
Change Order No. 2		$	(127,355.00)
Change Order No. 3		$	745,723.45
Change Order No. 4		$	(942,152.17)
NMGRT	8.1875%	$	281,304.84
Construction Subtotal		**$**	**3,717,089.12**
Project Total		**$**	**4,172,335.32**

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 11.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Approval of Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc.

Item Summary:

Approval of Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable and will be issued by task order which will come back to Council for budget approval.

Item Discussion:

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of On-Call Professional and General Engineering Services for the Village of Ruidoso. The Village conducted a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25. Twenty-Eight (28) firms drew down on the RFP from the Village of Ruidoso website. No pre-proposal conference was held. Six (6) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, Desert Peak Architects P.C., Kimley-Hom and Associates, Inc., Pettigrew & Associates, and Souder, Miller & Associates. Two (2) addenda were issued for changes to Section II. Conditions Governing the Procurement A. Sequence of Events and answering question of potential proposers.

The Evaluation Committee recommends the award of RFP 2026-00lP for On-Call Professional and General Engineering Services to Bohannan Huston Inc, Souder, Miller and Associates, and Stantec Consulting Services Inc.

Recommendations:

To Approve Multi-Awards for RFP #2026-001P, On Call Professional and General Engineering Services with a Focus on Design and Construction of Recreation Trails and Pathway Design and Roadway Design and Drainage to Include Federal Guidelines to Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc.

ATTACHMENTS:
RFP #2026-001P Evaluation Score Summary.pdf
RFP #2026-001P Evaluation Committe Report.pdf

EVALUATION CRITERIA Summary Totals
10/23/2025 @ 10:00 AM

CRITERIA AND POINT VALUES FOR RFP #2026-001P On-Call Professional and General Engineering Services

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Bohannan Huston	Kimley Horn	NV5	Park-hill	Petti-grew	SMA	Stantec	Tierra West
B. Technical Specifications									
1. Corporate Experience and Capabilities Offerors should submit a detailed narrative describing their relevant corporate experience and capabilities in working with Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for municipalities or other governmental entities. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative. Offerors should provide specific details of relevant corporate experience and capabilities in working with NMDOT- FHWA recreation trail and pathway design and roadway design and drainage. Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.	**20**	**16.5**	**13.75**	**12.25**	**13.75**	**15.25**	**16.5**	**17**	**11**

2. Specialized Design and Technical Competence The Offeror should describe or provide a detailed description of what specialized design and technical competence their business provides, including a joint venture or association, regarding the type of services required in this RFP. Offeror should include specialized problem-solving techniques or approaches, innovative practices/ideas, and advantages its team bring or offers to the project(s). Points will be awarded based on the strength and convincingness of the response.	**20**	**17**	**14.25**	**13.5**	**14**	**13**	**16.25**	**13.75**	**11.25**
3. Capacity and Capability of the Offer to Perform the Work a. The Offeror must provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements, including information that demonstrates the Offeror's ability to perform the services required for this RFP. b. Proposals must include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to while providing the services as listed in the scope of work must be included in the organizational chart. c. Brief resumes for the lead engineer and key project team members	**30**	**26**	**22.25**	**21**	**22.25**	**22.25**	**24.5**	**26.25**	**10.75**

must be included in the proposal, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of the special needs of a municipality. d. The proposal must also identify the Offeror's team's list of current projects. Points will be awarded based on the strength and convincingness of the response.									
4. Past Record of Performance The Offeror should provide a list of past records of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. The Offeror should include examples of three (3) projects of a similar nature to those listed in the Scope of Work and include the contact names and telephone information of project owner(s). The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules. Points will be awarded based on the strength and convincingness of the response.	**15**	**12.25**	**10.75**	**10.5**	**12.5**	**11.25**	**12.5**	**11.75**	**10.5**

5. Proximity to or Familiarity with the Area in which the Project is Located The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise on project needs. Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.	**15**	**13.25**	**10.75**	**9.5**	**11**	**9.75**	**14**	**12.75**	**11.25**
6. Current Volume of Work with the Contracting Agency Not 75% Complete **See page 5**	**No more than 4 points**	**-2**	**N/A**	**N/A**	**N/A**	**N/A**	**-1**	**0**	**N/A**
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
3. Debarment Certification (Appendix G)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
5. Project/Contract Listing Form (Appendix I)	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Fail
6. New Mexico Resident Business Preference	8	8		8	8	8	8	8	
7. New Mexico Resident Veterans Preference	10								
TOTAL POINTS:	**110**	**77.75**	**61**	**65.25**	**70.50**	**69.75**	**76.75**	**76.75**	**43.50**

Christy Cahill
Purchasing Agent

10/23/2025
Date

1. **Current Volume of Work with the Contracting Agency Not 75% Complete (Minus 0 to 4 points)**

This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

Offerors shall be scored on any project that has been previously awarded by the Village of Ruidoso and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project/Contract Listing Form" (see Appendix H) as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

Value of work not yet completed on projects that are not 75% Complete (Contract Balance Amount*)	Points to be deducted for this item
$0 to $800,000	Minus 0 points
$800,001 to $1,334,000	Minus 1 point
$1,334,001 to $2,668,000	Minus 2 points
$2,668,001 to $4,000,000	Minus 3 points
$4,000.001 or more	Minus 4 points maximum**

*Contract Balance Amount is defined as:

a. Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
b. Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

**The maximum total point deduction by Phase (sum of all ongoing contracts) will be 4 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.

The Procurement Division will calculate points.

EVALUATION COMMITTEE REPORT	
RFP TITLE	On-Call Professional and General Engineering Services
RFP NUMBER	2026-001P
DATE OF REPORT	10/23/25
AUTHOR	Christy Coker
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

written by the purchasing lead or designee,
approved by the evaluation committee,
signed by the evaluation committee,
And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of On-Call Professional and General Engineering Services for the Village of Ruidoso.

The Village is conducting a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix F of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25.

Twenty-Eight (28) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Six (6) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, Desert Peak Architects P.C., Kimley-Horn and Associates, Inc., Pettigrew & Associates, and Souder, Miller & Associates.

Two (2) addenda were issued for changes to Section II. Conditions Governing the Procurement A. Sequence of Events and answering question of potential proposers..

c.
Brief resumes for the lead engineer and key project team members must be included in the proposal, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of the special needs of a municipality.
d.
The proposal must also identify the Offeror's team's list of current projects.

- **Past Record of Performance – 15 Possible Points**
  The Offeror should provide a list of past records of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. The Offeror should include examples of three (3) projects of a similar nature to those listed in the Scope of Work and include the contact names and telephone information of project owner(s).
  The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules.
- **Proximity to or Familiarity with the Area in which the Project is Located – 15 Possible Points**
  The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise on project needs.
- **Current Volume of Work with the Contracting Agency Not 75% Complete (Minus 0 to 4 points)**
  This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.
  Offerors shall be scored on any project that has been previously awarded by the Village of Ruidoso and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project/Contract Listing Form" (see Appendix H) as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:
  Value of work not yet completed on projects that are not 75% Complete (Contract Balance Amount*)
  Points to be deducted for this item
  $0 to $800,000
  Minus 0 points
  $800,001 to $1,334,000
  Minus 1 point
  $1,334,001 to $2,668,000
  Minus 2 points
  $2,668,001 to $4,000,000

The Evaluation Committee recommends the award of RFP 2026-001P for On-Call Professional and General Engineering Services to Bohannan Huston Inc, Souder, Miller and Associates, and Stantec Consulting Services Inc.

Section 7. SIGNATURES			
Name	Agree/Object (state objection)	Signature	Date
Adam Sanchez	agree		10/28/25
Levi Beaty	agree	Levi Beaty	10/28/25
Judi Starkovich	agree	Judi M Starkovich	10/28/25
Josh Long	agree	Josh Long	10/28/25

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 12.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.

Item Summary:

Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable.

Item Discussion:

Professional and General Engineering Services to include Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for the Village of Ruidoso, with a focus on design and construction of recreation trails and pathway design and roadway design and drainage under an On-Call Service Agreement. Must be licensed professional engineer in the State of New Mexico.

Recommendations:

To Approve Professional Service Agreements for Souder Miller and Associates, Inc., Stantec Consulting Services, Inc., and Bohannan Huston, Inc. for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-001P.

ATTACHMENTS:
RFP #2026-001P Souder, Miller & Associates Contract - Complete.pdf
RFP #2026-001P Bohannan Huston, Inc. Contract - Complete.pdf
RFP #2026-001P Stantec Consulting Services Contract - Complete.pdf

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR

On-Call Professional and General Engineering Services

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Souder, Miller & Associates., hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Souder, Miller & Associates
Marty Howell, PE
ATTN: President
Street: 3500 Sedona Hills Parkway
City, State, Zip: Las Cruces, NM 88011
Phone: 575-449-3212
Email: marty.howell@soudermill.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP#2026-001P On-Call Professional and General Engineering Services and the Consultant'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 AM to 5:00 PM Local Time.

   B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. <u>Scope of Work</u>.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. <u>Compensation.</u>

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Marty Howell, PE

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:	Souder, Miller & Associates
_____	_____
Lynn D. Crawford, Mayor	Marty Howell, PE, President
Date:_____	Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX F – DETAILED SCOPE OF WORK

RFP#2026-001P
On-Call Professional and General Engineering Services

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide Professional and General Engineering Services to include Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for the Village of Ruidoso, with a focus on design and construction of recreation trails and pathway design and roadway design and drainage under an On-Call Service Agreement. Applicants must be licensed professional engineer in the State of New Mexico.

Applicants must have experience with the New Mexico Department of Transportation (NMDOT) Federal Highway Administration (FHWA) Recreation Trail and Pathway Design and Roadway Design and Drainage. Applicants must also be certified on the Tribal/Local Public Agency (T/LPA) process prior to entering into agreements with the Village and obtaining Federal funds. Federal-Aid Highway funds are only available to T/LPAs that obtain the required certification. (See Attachment A)

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
[X] Programming Phase
[X] Schematic Phase
[X] Design Development Phase
[X] Construction Documents Phase
[X] Bidding & Negotiations Phase
[X] Construction Administration Phase
[X] Post-Construction Phase

Engineers
[X] Study and Report Phase
[X] Preliminary Design Phase
[X] Final Design Phase
[X] Bidding & Negotiations Phase
[X] Construction Phase
[X] Operational Phase

Surveyors
[X] Property Boundary survey
[X] Topographic Survey
[X] Easement Survey
[X] Right-of-Way Survey
[X] Inspection Report

Planning Studies
[ ] Comprehensive Plan
[ ] Strategic (i.e. issue specific)
[X] Mapping and/or Zoning
[X] Other Planning Tasks

Projects May Include:

- Design and construction of multi-use pathways and walking trails
- Design and construction of multi-use path, lighting, and trail amenities
- Engineering for federal, state, and local trails and roadways
- Roadway design and construction
- Drainage design and construction
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services

- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; environmental investigations; architectural and landscape design services; as well as administration of FEMA/FHWA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for NMDOT, FHWA, and Village or Ruidoso review and inspection
- Preparing a final construction project report as required by NMDOT and FHWA Guidelines

On-Call Professional and General Engineering Services

Village of Ruidoso

RFP 2026-001P
October 14, 2025 - 3:00 PM

ELECTRONIC COPY

Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
Stronger Communities by Design®
www.soudermiller.com

Tab A: Signed Letter of Transmittal

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-001P
On-Call Professional and General Engineering Services

Offeror Name: Souder, Miller & Associates **FEIN#** 85-0336964

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Souder, Miller & Associates
   3500 Sedona Hills Parkway
   Las Cruces, NM 88011

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

✓ The following Sub-Consultants will be used in the performance of any resultant contract: ***as needed***

Sites Southwest, LLC; Desert Peaks Architects; The Response Group; RBM Engineering, Inc.

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

7. ✓ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ✓ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ✓ I acknowledge receipt of any and all amendments to this RFP.

Mark Howell — October 8, 2025

Authorized Signature — Date

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

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B. Table of Contents

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Signed Debarment Certification
Signed Non-Collusion Affidavit
Project/Contract Listing Form
New Mexico Resident Business Certificate
Certificate of Liability Insurance

Tab C: Proposal Summary

C. Proposal Summary

Proposal Summary

This proposal has been prepared by SMA in accordance with the Village of Ruidoso RFP #2026-001P for On-Call Professional and General Engineering Services, issued September 25, 2025. SMA has reviewed the RFP and Addenda #1 and #2 and understands the conditions facing the Village. SMA has completed similar projects throughout the state, as well as several current and past infrastructure projects for the Village of Ruidoso. The Village of Ruidoso is a hotspot for the development of recreational trails and outdoor economic opportunities. SMA would like to assist the Village in moving your vision forward to create a useable network of multi-use trails and pathways for generational residents and visitors alike.

SMA appreciates this opportunity to propose to the Village to provide professional engineering services in support of the anticipated on-call contract. Our project team will be led by Russ Doss, P.E., the same Senior Engineer and Project Manager who has led SMA's efforts for the Village's Master Planning and Rate Analysis. Our proposed team also includes staff who have worked on several other Village infrastructure projects.

SMA has assisted the Village in acquiring funding for numerous projects over the past six years, including providing support in the development of 11 Water Trust Board applications for the most recent funding cycle.

Additionally, SMA has worked closely with the Village to provide pro bono assistance with flood recovery efforts, including assessing damage, providing cost estimates, and providing engineering backup for emergency funding requests.

SMA is an incorporated, New Mexico-based, employee-owned consulting firm serving clients throughout the state and the entire Mountain West region since 1985. SMA takes great pride in being known for providing professional engineering, environmental, and geomatics services to communities throughout New Mexico. SMA has provided project management, design, construction phase services, and planning services to numerous municipal clients throughout New Mexico for nearly four decades.

With more than 190 employees throughout 12 offices, SMA has the resources to support the proposed team to perform the anticipated planning, design, and construction services. Our past and current success is based on understanding the concerns, challenges, restrictions, requirements, and funding constraints faced by rural communities. We listen to our clients and work with them to develop solutions to their unique infrastructure needs.

SMA's experience with projects overseen and/or funded by NMDOT and other funding sources will allow us to expedite the process to successfully complete the Village's projects in the desired timeframe and access project payment from the respective agencies with no delays.

We appreciate your consideration of this proposal, and we look forward to continuing our valued relationship with the Village of Ruidoso.

Tab D: Response to Contract Terms and Conditions

D. Offeror's Response to Contract Terms and Conditions

D. Offeror's Response to Contract Terms and Conditions

SMA accepts all terms and conditions set forth in the RFP and the sample contract.

Tab E: Offeror's Additional Terms and Conditions (N/A)

E. Offeror's Additional Terms and Conditions (N/A)

E. Offeror's Additional Terms and Conditions (N/A)

SMA does not have any additional terms or conditions.

Tab F: Response to Technical Specifications

1: Corporate Experience and Capabilities

C. Response to Technical Specifications

1. Corporate Experience and Capabilities

Company Introduction

Souder, Miller & Associates, Inc. (SMA) appreciates this opportunity to propose to the Village of Ruidoso (Village) to provide On-Call Professional and General Engineering Services as outlined in the Village's Request for Proposals (RFP) #2026-001P. SMA requests you consider the advantages of the qualified and experienced team offered in this proposal. Founded in 1985, our staff has successfully provided engineering, environmental, and geomatic services on similar projects for 40 years. Our project team will be led by Russ Doss, P.E., the same Senior Engineer and Project Manager who recently led SMA's efforts for the Village's Master Planning and Rate Analysis. Our proposed team also includes staff who have worked on several other Village infrastructure projects for water, sewer, and roadways.

From our in-house staff of over 190 employees including New Mexico licensed engineers, environmental specialists, surveyors, and support staff, SMA has structured a team of highly experienced professionals with a successful track record working together and with the Village of Ruidoso to provide the highest quality services on each project. SMA has worked on similar projects both in an on-call structure and for stand-alone projects for clients throughout the state, and we have proven our capabilities to deliver quality planning, design, and construction services.

The SMA project team has carefully reviewed the requirements of the RFP and have previously discussed the anticipated projects with Village staff. Our staff have worked with the Village of Ruidoso on several projects over the years, and we have a substantial understanding of the Village's infrastructure, policies, and the logistics and requirements for project completion. This experience and project knowledge gives the SMA team the strongest understanding of project requirements and associated issues.

SMA has completed services utilizing staff from all of our technical service lines for recreational path, trail, and bikeway projects for clients throughout New Mexico, including but not limited to recent work on the Doña Ana County Walking Path Projects; the City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Projects; and the Town of Mesilla La Llorona Multi-Use Trail Extension Project.

Subconsultants

SMA will provide project management, planning, engineering design, surveying, and environmental services in-house. We have enhanced our team with Sites Southwest, Ltd. Co. (SSW) for Landscape Architecture and assistance with planning services, and with Desert Peaks Architects (DPA) for any necessary architectural design services. SMA has teamed with each of these firms on multiple past projects and work seamlessly as a cohesive team familiar with each other's project development processes.

Sites Southwest, LLC (SSW)

SSW was founded in Albuquerque, New Mexico in 1997 as a firm dedicated to community planning and landscape architecture. In their 25+ years in business, the firm's mission has been to help their clients create and sustain strong communities. Whether at the level of a comprehensive plan, corridor plan, facility plan, or landscape design, SSW keeps economic, social, and physical sustainability in mind. SSW is fortunate to partner with their clients over time, supporting local community goals from comprehensive plans through project implementation.

In addition to the community description and growth projection planning work recently provided by SSW on the SMA Village of Ruidoso Master Planning Oversight work, SMA and SSW maintain a consonant working relationship and have partnered on numerous parks, trails, and planning projects, including the City of Las Cruces Desert Trails Community Park, and City of Las Cruces Highland Park, City of Santa Fe Pedestrian Facilities Improvements and Safety Program, and City of Farmington Gateway Park Site Development.

Desert Peaks Architects (DPA)

DPA is a southern New Mexico firm that is dedicated to providing professional services and quality architecture to the region and the communities they serve. As local and long-time residents of New Mexico, they take pride in and appreciate the local community, our state, and the overall beauty of the desert. DPA's vision for the southern New Mexico region is to elevate the community through the development of vibrant, exceptional, and well-crafted buildings. DPA staff have more than 37 years of experience in providing professional architectural design to clients throughout southern New Mexico.

Project Services

Grant Funding Administration

With staff members that have specific expertise in identifying, procuring, and managing funding, SMA provides aggressive assistance to many clients that utilize diverse funding resources. Our staff members consistently secure over $10 million per year in total project funding.

SMA also works with our clients to identify, plan, and prioritize projects for the New Mexico Department of Finance & Administration (DFA) Infrastructure Capital Improvement Plan (ICIP). This planning process is often a requirement for eligibility for various funding sources. SMA has successfully completed planning, design, and/or construction phase services on projects utilizing funding from more than 30 local, state, and federal sources, including T/LPA funding through NMDOT. Our team members understand that T/LPA funding requires the project to follow NMDOT plan development stages and requires the project to be certified using NMDOT certifications.

SMA has successfully completed numerous projects utilizing T/LPA monies, including the recently completed La Llorona Multi-Use Trail Extension in Mesilla.

Planning

SMA has significant knowledge of the Village of Ruidoso, its staff, and its past planning activities. Over the past few years, SMA has assisted the Village with the development of several infrastructure planning projects, most recently being the Water Master Plan and Solid Waste Master Plan that both also contained detailed asset management components.

Our team members have extensive experience in planning activities, both for individual project tasks and in master planning reports for infrastructure, transportation and traffic, community facilities, and present and future land use for a variety of municipal clients. SMA develops many types of infrastructure planning documents, including but not limited to:

- Preliminary Engineering Reports (PER)
- Comprehensive Plans
- Asset Management Plans (AMP)
- Water Conservation Plans
- GPCD Analysis and AWWA Water Audits
- Drought Contingency and Emergency Response Plans
- Route and Alignment Studies
- Feasibility Studies
- Utility Master Plans
- Drainage Master Plans
- Sustainability Plans
- Capital Improvement Plans
- Project Scoping Reports

SMA has broad experience in planning and studies for new infrastructure and existing infrastructure upgrades and has completed numerous design, construction administration, and construction oversight projects, including engineering and design studies. The evaluation of each project considers multiple factors, including, but not limited to, location, planned growth, ease of operation and maintenance (as applicable), potable water quality, sewer requirements, regulatory requirements, constructability, hydrogeology, costs, funding, administration, and public opinions.

Our teaming partner, SSW, has extensive past experience with the Village of Ruidoso and will provide additional planning assistance as necessary, should a project require further services. SMA has worked with SSW on numerous successful planning projects throughout the state over the past two decades.

Engineering Design

Our project team has substantial experience in engineering design for site development, drainage improvements, roadways, and structures. In addition to specific past experience with similar projects of this type, we are familiar with the Ruidoso area, that provides our project team with advanced knowledge of project logistics.

SMA's project team has completed numerous drainage analyses and drainage designs to support infrastructure improvement projects. In addition to site expansion studies, SMA has completed drainage master plans and drainage development planning documents throughout the region. Our completed drainage assessments throughout the state have provided our drainage team the diversity to provide storm management systems for any drainage-related projects throughout New Mexico.

Combined with in-house surveying and GIS resources, SMA is capable of providing drainage detention analysis and facilities design and developing construction documents for the installation of drainage mitigation solutions such as storm drains, open channels, outfall structures, and erosion control and best management practices (BMPs) to meet Storm Water Pollution Prevention Plan (SWPPP) permitting requirements. SMA's team is also well-versed in the development of National Pollutant Discharge Elimination System (NPDES) related construction documents, including Temporary Erosion and Sediment Control plans, Sediment Management plans, and SWPPPs.

SMA has completed many substantial roadway and recreational trail projects throughout New Mexico and surrounding states, including parking lot and driveway design for a variety of structures and commercial development sites. SMA provides data collection, design, stormwater calculations, environmental support, bidding, construction staking, construction observation, project management and development of as-constructed record diagrams.

Clients have included the New Mexico Department of Transportation (NMDOT), counties, cities, towns, villages, tribes/pueblos, public schools, engineering consulting firms and private entities. Recent road design experience includes rural arterial and collector streets in difficult soil and topographic conditions, development/design of traffic circles, urban arterial and collector streets and signalized intersections of state highways.

FEMA Coordination

Through our 40-year history in New Mexico, SMA has substantial experience with the processes, policies, procedures, and requirements associated with projects funded or overseen by FEMA. SMA is familiar with the permitting, emergency recovery engineering, disaster documentation, reporting, and funding recovery processes for FEMA projects, and our team members' experience will expedite these transactions between the Village of Ruidoso and the appropriate agencies.

FEMA

Our project team has the organizational and communication skills and experience to successfully manage FEMA disaster documentation and can successfully coordinate with the Village, FEMA, and all involved stakeholders. We will review all documents to ensure implementation of Environmental Compliance for all open FEMA Project Worksheets. SMA staff routinely works within regulatory processes such as these, and we are adept at suitably completing all required documentation within imposed deadlines.

Surveying (Geomatics)

SMA has field crews and equipment resources to complete any surveying that may be required to complete the Village's anticipated projects. Surveying projects have included easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA surveys; photogrammetric mapping; route surveying for electrical lines; construction surveys; aerial drone; and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS). Additionally, SMA utilizes multiple unmanned aerial vehicles (UAV aka "drone") with high-pixel cameras for site specific mapping applications.

Environmental Investigation

Infrastructure improvement projects sometimes require environmental documentation as a condition of funding and regulatory agencies. SMA has conducted archaeological, threatened/endangered species studies, and Environmental Assessments (EA) compliant with National Environmental Policy Act (NEPA) requirements for many municipal and rural utility clients in southern New Mexico, including several clients throughout Lincoln County, particularly at sites in the Sierra Blanca Mountains, and have an advanced knowledge of the area.

Landscape Architecture

Our teaming partner, SSW, will provide landscape architecture services for the Village's anticipated projects. Whether the project is small or large, SSW keeps economic, social, and physical sustainability in mind. They believe great places are created through the thoughtful and collaborative integration of site, environment, and culture. To that end, SSW understands and respects the diverse ecosystems, cultures, traditions, and environments of the region. SSW will coordinate with SMA and Village staff to develop landscape designs that enhance each project site and fit in with the Village's vision.

Architectural Design

DPA is familiar with the logistics and requirements of projects similar to those anticipated for the Village of Ruidoso. DPA has an established process to address each element of this type of project. Focusing on collaboration, documentation, and coordination between internal staff, teaming partners, and external stakeholders, their staff successfully navigates each element of every project, including the phases of programming/pre-design, schematic design, design development, construction documents, bid phase, and construction administration. For any architectural need for the project, such as the anticipated need for disaster damage assessment and recovery work for buildings and other structures, DPA will work closely with SMA and the Village of Ruidoso to develop a quality product and ensure the Village's needs are being met.

Construction Phase Services

SMA has 40 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently. SMA has six Resident Project Representatives (RPR) based in our Las Cruces and Roswell offices who are available to provide construction observation services for Village's projects. The primary RPRs anticipated to be involved with the anticipated projects each have more than 30 years of experience in a variety of site expansion, roadway, water, wastewater, and structure construction projects, including numerous projects in and around Ruidoso.

NMDOT – FHWA Experience

SMA is quite familiar with FHWA project requirements, having worked on multiple FHWA funded projects. Our project team members have recently worked on projects for NMDOT, City of Las Cruces, and Town of Mesilla compliant with the FHWA requirements.

SMA routinely prepares the required NMDOT / FHWA certifications for projects similar to those anticipated for the Village of Ruidoso. These certifications include Intelligent Transportation Systems (ITS), Utilities, Right-of-Way, Environmental, and Railroad. These certifications require significant coordination with other agencies. Our project team members have positive working relationships with these agencies and can streamline these processes. The certification process is a critical path for the project to be funded in accordance with the T/LPA guidelines. SMA has experience in providing this service to other clients and has strong relationships with local utility representatives that can help facilitate the process.

SMA is quite familiar with FHWA T/LPA funding requirements, having worked with this funding source on multiple recent projects, and we have a close working relationship with Judith Gallardo, P.E., the T/LPA South Region Coordinator.

SMA is also familiar with the process it takes for NMDOT to review T/LPA funded projects for recreation trails, pathway design, roadway design and drainage. To ensure compliance with the NMDOT and FHWA, SMA has an NMDOT Certified T/LPA staff member, and we will meet with the Village and the NMDOT T/LPA Region Coordinator at 30% design completion, 60% design completion and 90% design completion. SMA will then work with the Village to submit plans, specifications and estimates and assist in scheduling required meetings with the District Engineer for review to move a project forward.

Further, SMA is experienced with the documentation requirements for all T/LPA projects which can become overwhelming for any local government. SMA has a positive working relationship with the Southeast Regional Transportation Planning Organization (SERTPO) which is vital in obtaining T/LPA funding and for getting Village projects on the Statewide Transportation Improvement Plan (STIP). SMA has worked with a number of clients in ensuring documentation for any T/LPA project is complete and meets audit requirements by NMDOT and FHWA.

Funding Assistance/Grant Administration

SMA is highly skilled at identifying, obtaining, and managing the necessary funds to transition our clients' needs to a completed project. Our staff members ***successfully secure an average of more than $10 million per year*** in total project funding for our valued clients.

SMA also works with our clients to identify, plan, and prioritize projects for the New Mexico Department of Finance & Administration (DFA) Infrastructure Capital Improvement Plan (ICIP). This planning process is often a requirement for eligibility for various funding sources. ***SMA has successfully completed planning, design, and/or construction phase services on projects utilizing funding from more than 30 local, state, and federal sources.***

2: Specialized Design and Technical Competence

2. Specialized Design and Technical Competence

The SMA team has successfully held several on-call engineering contracts with a variety of clients with varying professional consultant needs, including local communities, counties, tribal entities, rural utilities associations, and various state agencies. While the size of projects and project requirements may change, the client requirements do not. The nature of an on-call contract presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks.

To adequately meet the Village's needs, a consultant MUST be responsive and have resources available at any time. SMA will capitalize on the flexibility and timeliness afforded the Village by the on-call nature of the contract. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- Single point of contact for the client with a thorough understanding of task requirements
- Familiarity with engineering staff, policies, procedures, and specifications
- Multi-discipline capabilities
- Qualified engineers and technicians
- Available staff with diverse capabilities
- In-place quality assurance/quality control (QA/QC) measures and programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Experience with on-call service contracts

We recognize this need and will provide the technical expertise and personnel necessary to complete assignments. We have included specialty subconsultants to further deepen our capabilities. When necessary or as funding constraints dictate, SMA will develop alternative solutions including advantages, disadvantages, priority lists of projects, and construction costs which will provide the information necessary to make an informed decision for proceeding with the project.

Upon receiving a request from the Village, our Project Manager, Russ Doss, P.E., will meet with the Village to define the scope of work associated with the task, identify the Team staff most suited for the assignment, and determine a timeline for completion of the task. It is our goal to meet with the Village within 24-hours of notification, and meetings may occur in an online setting when logistically prudent. We will strive to submit our response to all task requests within five working days, although slightly more time may be needed depending on complexity of the task or the QA/QC requirements of the funding and regulatory agencies. All responses will include, at a minimum, a detailed scope of work, fee summary, and schedule for completion. Project types outlined in the RFP associated with this on-call contract may require multi-disciplined engineering design, analysis, or review, as have been outlined in the specific project services established in Section 1.

On-Call Services

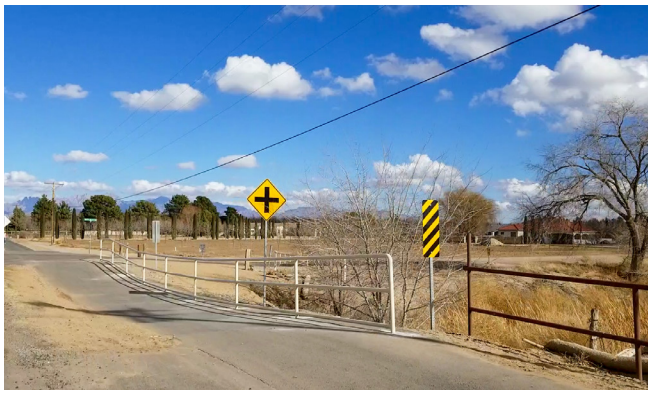
SMA has provided the Village's requested services for on-call contracts for more than 70 clients throughout the Mountain West region. The following represents a small sampling of clients for which the SMA project team has recently provided and/or is currently providing on-call infrastructure engineering services:

Village of Ruidoso	Bernalillo County
City of Albuquerque	Curry County
City of Artesia	Doña Ana County
City of Carlsbad	Eddy County
City of Clovis	Grant County
City of Jal	Lea County
City of Las Cruces	Los Alamos County
City of Lovington	Otero County
City of Roswell	Santa Fe County
City of Santa Fe	Mescalero Apache Tribe
Town of Mesilla	NMDOT
Lower Rio Grande PWWA	NMED
Ft Bliss Water Services Co.	NMSU

Relevant Similar Experience

Our proposed project team has completed or is in the process of completing several similar projects throughout the region. These drainage, roadway, and trail projects include services from initial planning through construction closeout. The following list provides a sampling of these important projects. Further information for selected projects is included in Section 4 of this proposal

- ***Telshor & Lohman Storm Drain, Las Cruces, NM*** (Engineering Design, Surveying)
- ***Brahman Channel Drainage, Doña Ana County, NM*** (Engineering Design, Surveying, Permitting)
- ***La Union Sidewalk Project, La Union, NM*** (Engineering Design, Surveying, NMDOT Clearances)
- ***Doña Ana Walking Path, Doña Ana, NM*** (Engineering Design, Surveying, Public Outreach, Private Utility Coordination)
- ***La Llorona Multi-Use Trail Extension, Mesilla, NM*** (***FHWA Coordination***, Engineering Design, Surveying, NMDOT Clearances, Permitting, T/LPA Funding, Drainage Evaluation, Geotechnical Investigation, Bid Phase Services, Construction Administration & Observation)



- ***City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Project, Las Cruces, NM*** (***FHWA Coordination***, Engineering Design, Geotechnical Investigation, Public Outreach, Construction Administration & Observation)
- ***Animas River Trail – Among the Waters Trail Extension and North Extension, Farmington, NM*** (Engineering Design, Drainage Evaluation, Surveying, Environmental Documentation, NMDOT Clearances, Permitting, Bid Phase Services, Construction Administration & Observation)
- ***City of Las Cruces Nevada Avenue Green Infrastructure Project, Las Cruces, NM*** (Engineering Design, Surveying, Public Outreach, Private Utility Coordination, Construction Administration)
- ***City of Truth or Consequences - Sidewalks and ADA Curb Cuts for South Broadway Street, Truth or Consequences, NM*** (Engineering Design, Surveying, NMDOT Clearances, Construction Administration and Observation)
- ***Canyon Rim Trail, Santa Fe, NM*** (Planning, Engineering Design, Drainage Evaluation, Surveying, Easement and ROW Documentation, Construction Administration & Observation)
- ***La Plata CR 501 Path Phase II, Bayfield, CO*** (Engineering Design, Surveying, Environmental Documentation, Geotechnical Investigation, Bid Phase Services, Construction Administration & Observation)
- ***Acequia Trail, Santa Fe, NM [ACEC Engineering Excellence Award Winner]*** (Planning, Engineering Design, Drainage Evaluation, Structural Design, Utility Relocation, Public Outreach, Permitting, Construction Administration & Observation)
- ***Carrizo Walking Path, Mescalero, NM*** (Engineering Design, Surveying, Environmental Documentation, ROW Documentation, Bid Phase Services, Construction Administration & Observation)

- ***NMDOT – NM 136 Corridor Improvements, Santa Teresa, NM*** (***FHWA Coordination***, Engineering Design, Surveying, Environmental Documentation, ROW Documentation, Bid Phase Services, Construction Administration & Observation)

Specialized Services and Best Practices

Value Engineering

Value engineering is an integral part of SMA's project development process. Our project engineers recognize that resources may be limited and therefore take into consideration the availability of funding, time, and materials without compromising the quality of the design – in other words, achieving the essential design goals at the lowest life cycle cost. As an example of SMA's involvement in value engineering, evaluating the life cycle costs of design alternatives is a required activity for state and federally funded projects. Therefore, SMA project teams are well versed in developing and evaluating design alternatives as is required for the development of preliminary engineering reports.

Quality Assurance/Quality Control (QA/QC

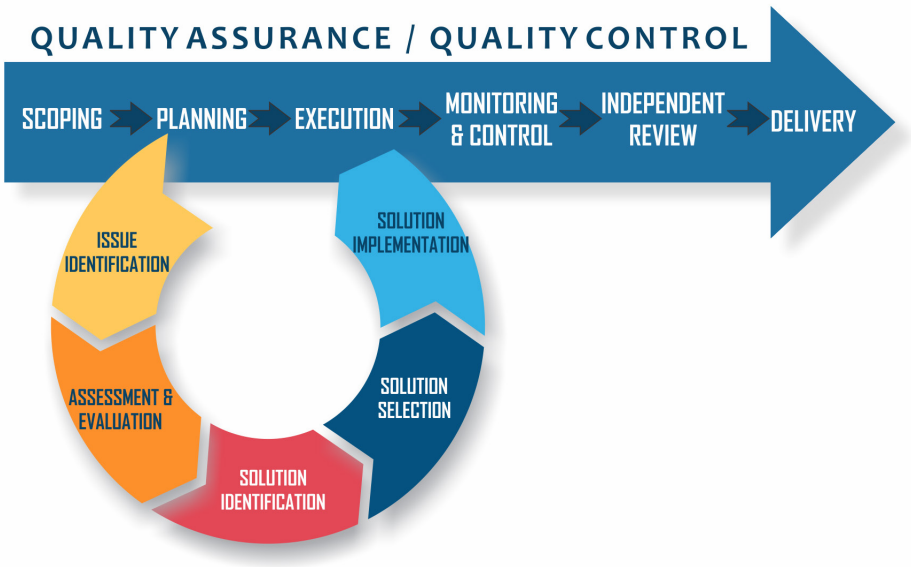
SMA provides high quality services in a timely and cost-effective manner, through effective planning, control of operations, management, and oversight along with continual process improvement. Our Quality Assurance/ Quality Control (QA/QC) Policies & Procedures stipulate the process for embedding and documenting quality reviews and checks and balances into each project's life cycle, irrespective of the technical discipline or location where the work is being completed. Individuals responsible for QA/QC reviews and activities are identified and documented in the planning stage of a project.

Project deliverables are independently reviewed by senior and project level staff other than the author during the development process and before being delivered to the client. All project deliverables receive review and verification during development at all milestone submittals.

All members of the project team have the authority and responsibility to identify quality problems and to initiate, recommend, provide, and verify the necessary solutions. Records of QA/QC activities are documented, stored, and audited on a regular basis ensuring projects follow the requisite procedures. A corrective action plan is implemented if non-conformities with the QA/QC Policy & Procedures are identified. SMA project managers maintain control of product quality while providing successful, on time, cost-effective services to our clients through this ongoing, real-time approach.

Training and Professional Development

SMA keeps personnel up to date on the latest engineering and environmental technologies through participation in several professional organizations and in regular training seminars. As examples, SMA staff members belong to numerous professional organizations, including American Society of Civil Engineers, New Mexico Society of Professional Engineers, and New Mexico Water and Wastewater Association. SMA staff members attend and speak at numerous conventions and seminars each year including the New Mexico Infrastructure Finance Conference, New Mexico Association of Counties, and New Mexico Municipal League.



Geographic Information Systems (GIS)

SMA has GIS capabilities and trained staff to support GIS data development, conversion, and mapping requests that may arise from this contract. Our GIS staff is well versed in ArcGIS and AutoDesk Civil 3D and coordinates very closely with the client, surveyors, and engineers to ensure that the data development and conversion tasks meet the required data standards. SMA is proficient in the development, integration, and analysis of project data. We are experienced at the interoperability between CAD and GIS data. Our highly qualified technical staff routinely provide CAD and GIS deliverables, surface models, plan sets, as-builts, wallmaps, map-books, and even client data portals upon project completion. We are experienced in adapting to our clients' CAD and GIS Standards (if applicable) or we use our own. We have an established quality control process and routinely check and re-check our work. We also cross-reference our digital data to recorded documents to ensure quality products.

Drone Aerial Photography and Data Collection

SMA maintains both fixed-wing and rotary small unmanned aerial vehicles (sUAVs aka "drones") with high-pixel cameras for site-specific surveying and mapping applications. The sUAVs are operated by FAA-licensed pilots that capture the aerial photos that are then processed using specialized photogrammetry and GIS software.

3: Capacity and Capability of the Offeror to Perform the Work

3. Capacity and Capability of the Offeror to Perform the Work

As demonstrated in Sections 1, 2, 3, and 4 of this proposal response, SMA has proven experience throughout the region with the services requested in the Village's RFP. We have provided on-call engineering services of varying scopes and size to more than 100 clients throughout New Mexico and surrounding states since 1985, and our team members have successfully completed hundreds of recreational trail, roadway, and drainage projects in that time.

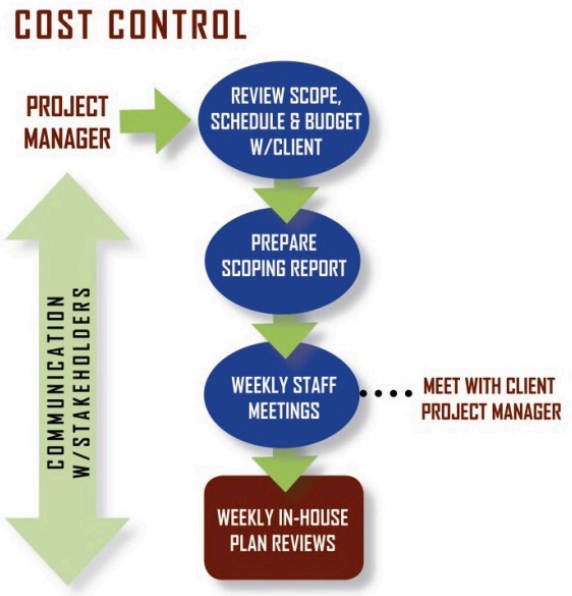
Ability to Meet Time Schedules, Budgets, and Project Administration Requirements

SMA's ability to meet schedules and budget begins with diligent monitoring and managing the project scope, budget, schedule, and quality. Our senior and project managers utilize their expertise and experience with similar projects to effectively plan and execute projects.

SMA recently demonstrated the ability to meet an accelerated schedule by completing the design for the Doña Ana County La Union Sidewalk Project and obtaining the requisite NMDOT clearances required as part of the project. SMA has the capacity and capability to meet this deadline as outlined in the Village's RFP.

SMA's real time tracking of projects and tasks allows for verification of charges and tracking of costs and schedule. Our senior management and project financial assistants frequently review and update the cost and schedule information tracked in our online system. Combined with frequent face-to-face project progress meetings, our senior management is briefed on project progress and financial health to provide early identification and correction of problems. This automated system allows the assignment of personnel resources and real-time tracking of progress versus timeline. SMA assesses project health by tracking the project percent complete versus percent of the project spent and contract amount.

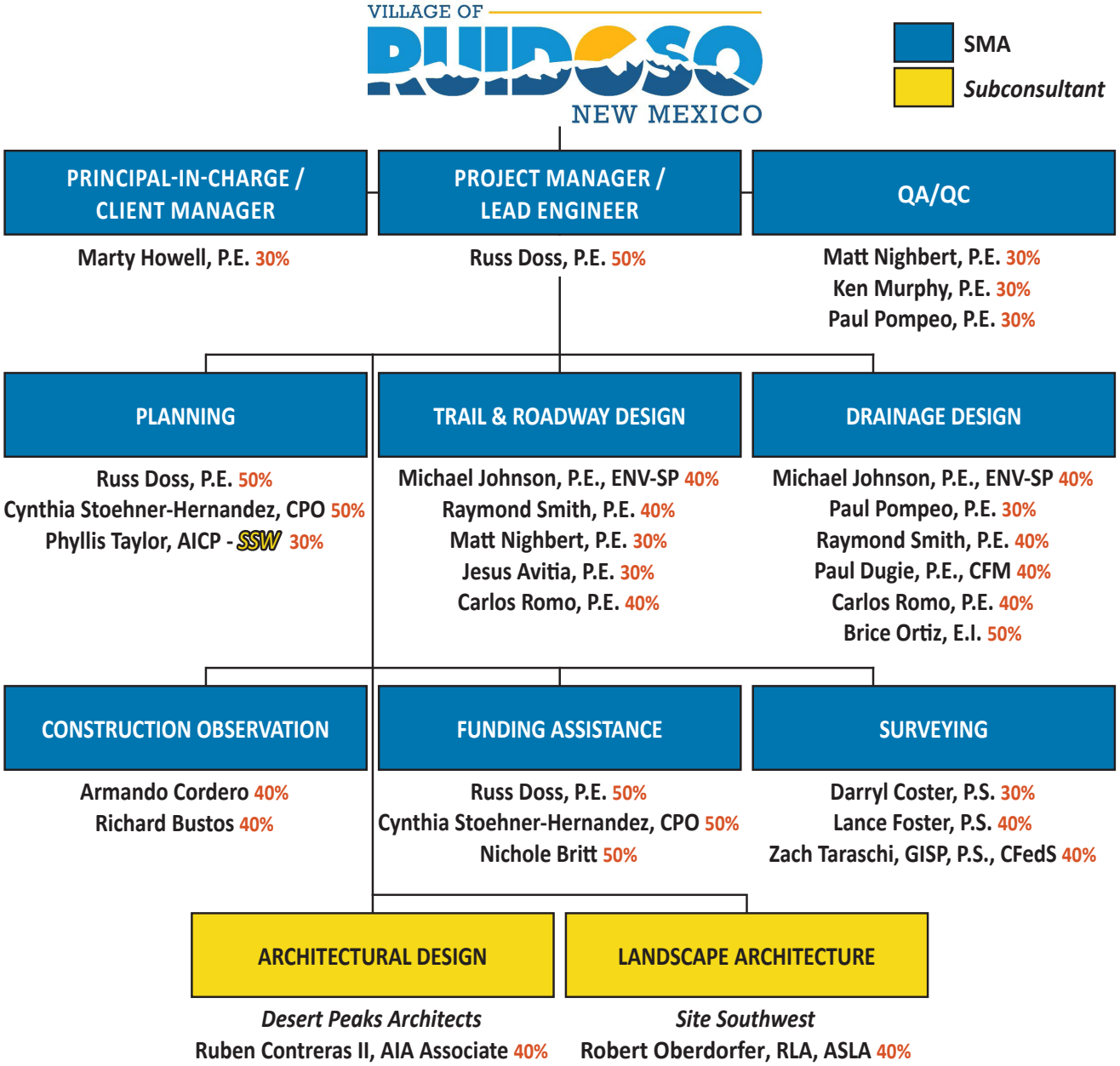
Throughout each project, SMA will provide project status reports to the Village, and all reports will be submitted at desired milestones. We will review the work product, cost estimates, and project schedule with the Village to verify that the project goals are being met. Additionally, SMA will keep in regular contact with regulatory and funding agencies as required.



Organizational Chart

The SMA team has the resources in place to complete all the services requested in the Village's RFP. We have identified a specialized team that includes several professional engineers and other registered professionals to work with the Village. While all the company resources are at the disposal of the Village, the organizational chart on the following page outlines the primary responsibilities of key members, all of whom have provided similar services for municipalities throughout New Mexico, including current and past projects for the Village of Ruidoso.

The bios that follow the organizational chart outline the experience, professional designations, areas of special expertise, and areas of competence for SMA's key team members. For space considerations, this listing only includes Senior level personnel in direct charge of management and task assignment for the project services. Additional information on all listed staff, including full resumes, is available on request. The projected percentage of time committed for each team member is noted in the organizational chart, per the requirements of the RFP.


VILLAGE OF
RUIDOSO
NEW MEXICO
SMA
Subconsultant
PRINCIPAL-IN-CHARGE / CLIENT MANAGER
Marty Howell, P.E. 30%
PROJECT MANAGER / LEAD ENGINEER
Russ Doss, P.E. 50%
QA/QC
Matt Nighbert, P.E. 30%
Ken Murphy, P.E. 30%
Paul Pompeo, P.E. 30%
PLANNING
Russ Doss, P.E. 50%
Cynthia Stoehner-Hernandez, CPO 50%
Phyllis Taylor, AICP - SSW 30%
TRAIL & ROADWAY DESIGN
Michael Johnson, P.E., ENV-SP 40%
Raymond Smith, P.E. 40%
Matt Nighbert, P.E. 30%
Jesus Avitia, P.E. 30%
Carlos Romo, P.E. 40%
DRAINAGE DESIGN
Michael Johnson, P.E., ENV-SP 40%
Paul Pompeo, P.E. 30%
Raymond Smith, P.E. 40%
Paul Dugie, P.E., CFM 40%
Carlos Romo, P.E. 40%
Brice Ortiz, E.I. 50%
CONSTRUCTION OBSERVATION
Armando Cordero 40%
Richard Bustos 40%
FUNDING ASSISTANCE
Russ Doss, P.E. 50%
Cynthia Stoehner-Hernandez, CPO 50%
Nichole Britt 50%
SURVEYING
Darryl Coster, P.S. 30%
Lance Foster, P.S. 40%
Zach Taraschi, GISP, P.S., CFedS 40%
ARCHITECTURAL DESIGN
Desert Peaks Architects
Ruben Contreras II, AIA Associate 40%
LANDSCAPE ARCHITECTURE
Site Southwest
Robert Oberdorfer, RLA, ASLA 40%

Key Project Team Members

Marty Howell, P.E. | Principal-in-Charge / Client Manager

Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO. His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, ***including current and recent infrastructure improvements for the Village of Ruidoso.***

Areas of Specialty
Sustainability Planning

Water Utility Management

Water and Wastewater System Design

Project Management

Education
B.S. - Civil/Environmental Engineering

Licenses/Registrations
Professional Engineer - New Mexico (22670), Arizona, Colorado, Texas, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Village of Ruidoso High Loop (Country Club) Water System Improvements
- Village of Ruidoso Upper Canyon Diversion Project
- Village of Ruidoso Water System Master Plan
- Alto Lakes W&SD Water and Wastewater System Improvements
- Cedar Creek MDWCA Water System Improvements
- Mescalero Apache Tribe Whitetail Waterline Replacement Project
- La Luz MDWC & MSWA Water System Improvements
- Town of Mesilla McDowell Road Wastewater Improvements Phases I & II
- Lower Rio Grande PWWA On-Call Engineering and Multiple Infrastructure Improvements
- Garfield MDWC & MSWA - Multiple Water System Improvements
- City of Carlsbad Engineering On-Call

Russ Doss, P.E. | Project Manager / Lead Engineer / Planning / Funding Assistance

Mr. Doss' role as a Senior Engineer at SMA has included serving as a Project Manager for numerous planning, roadway, utility, and drainage projects throughout southern New Mexico, along with coordination on many additional projects. ***He is currently the Project Manager coordinating the Village's combined Enterprise Utility Master Plan and Rate Analysis.***

Prior to his time with SMA, Mr. Doss worked for the City of Hobbs for 25 years and served 21 of those years as City Engineer, being responsible for the Engineering Department, Traffic Department and Planning Department, as well as design and oversight over a variety of roadway, waterline, sewer line, drainage, landfill, traffic signal and roadway engineering projects. Mr. Doss planned and obtained NMDOT funding for the initial NMDOT State Road 18 walk/bike trail project in Hobbs during his City tenure. During his time with the City of Hobbs, Mr. Doss also prepared a variety of CDBG, NMDOT, EDA, and other Grant applications to acquire funding for projects. The total value of projects constructed during Mr. Doss' tenure in Hobbs exceeded $50,000,000.

Areas of Specialty
Infrastructure and Transportation
Comprehensive Planning
Asset Management
Preliminary Planning
Grant Applications
Project Development
Public Involvement

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (8828)
PAVER Pavement Management System - Level 2 Certification

Select Relevant Experience:

- Village of Ruidoso Enterprise Utility Master Plan and Rate Analysis Coordination
- Village of Ruidoso Solid Waste Master Plan
- Village of Ruidoso Water System Master Plan
- Village of Ruidoso Raw Water Cost Analysis
- City of Hobbs W. Bender NMDOT Roadway preliminary analysis and preliminary Design
- City of Hobbs CDBG Midwest Roadway Project Manager
- Lea County Sanger/Landfill Road Intersection Design Project Manager
- Lea County Landfill Road Flood Drainage Crossing Project Manager
- Lovington Commercial Roadway Phase I Design Project Manager
- Eddy County On-Call Engineering
- City of Carlsbad On-Call Engineering

Matt Nighbert, P.E. | QA/QC / Trail & Roadway Design

Mr. Nighbert's responsibilities as project engineer and Transportation Technical Sector Director include coordinating the preparation of plan sets from project initiation to completion. Project-specific tasks include facilitating the geometric design of roadways and roadway sub-elements, verifying that existing environment elements are accounted for in the designs, coordinating the efforts of sub-consultants and incorporating subconsultant data into plan sets or client deliverables, and making certain of the completion of engineer's opinions of construction cost. Technical consultation tasks include relating project requirements and project types to the best methods to accomplish project designs.

Areas of Specialty
Roadway Design
Geographic Information Systems
Project Cost Estimating
Project Coordination

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (19479)

Select Relevant Experience:

- City of Albuquerque Bikeways and Trails Master Plan Update
- Town of Mesilla La Llorona Multi-Use Trail Extension Project
- NMDOT Statewide On-Call Contracts – Multiple
- Bernalillo County On-Call Traffic and Transportation On-Call Contracts – Multiple

Paul Pompeo, P.E. | QA/QC / Drainage Design

Mr. Pompeo is SMA's Civil Technical Sector Director and has more than 30 years of experience as a Professional Civil Engineer with an emphasis in public works, residential, commercial, and industrial project design and development. His project experience includes total project oversight from the conceptual phases through final construction inspection.

Mr. Pompeo's designs have included grading plans, roadway plan & profile design, drainage plans, utility plans, geotechnical investigations, hydraulic engineering, pavement design, and project specifications. Following the design phase, Mr. Pompeo oversees the submittal of project documents to jurisdictional governmental agencies and private utility companies for review, approval and permitting.

Areas of Specialty
Construction Observation
Water Plant Operations & Maintenance
Wastewater Plant Operations & Maintenance

Licenses/Registrations
New Mexico Water System Operator IV (04643), New Mexico Wastewater System Operator IV (04643), New Mexico Laboratory Technician III (04643)

Select Relevant Experience:

- Village of Ruidoso Sudderth Retaining Structure Evaluation
- Village of Ruidoso Solid Waste Master Plan
- Ruidoso School Maintenance Complex and Portable Buildings
- Hondo Valley PSD New Hondo Valley Combined School
- Brahman Channel Drainage
- Alamogordo Balloon Park Expansion Design
- Otero County Mountain Meadows Roadway Drainage
- Town of Mesilla La Llorona Multi-Use Trail Extension Project
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Project
- City of Las Cruces Design-Build Recreational Trails Project
- City of Las Cruces Telshor & Lohman Storm Drain

Michael Johnson, P.E. | Trail Design / Drainage Design

Mr. Johnson was a former Public Works Director, Facilities Director, and City Traffic Engineer for the City of Las Cruces and has more than 30 years of public works operational, engineering design, and managerial experience. He has extensive engineering experience working with municipalities, counties, and state and federal agencies. In addition to engineering design and management, Mr. Johnson has substantial in-field construction observation experience on a variety of infrastructure improvements projects, providing him with first-hand knowledge of both sides of project work. This experience affords him a unique insight to project logistics.

During his time with the City of Las Cruces, Mr. Johnson was the engineer for the La Llorona Multi-Use Trail from Picacho Avenue to Mesilla. He also has an intimate knowledge of the design and construction of recreational trails and multi-use paths, as well as the design challenges associated with these types of projects. Mr. Johnson has continued and enhanced these capabilities at SMA through several recreational trails projects in southern New Mexico.

Areas of Specialty
Roadway Design
Stormwater Drainage Design
NMDOT Experience
Testing of Soil, Concrete, Asphalt, Pavement
Project Management

Education
M.B.A. - Business Administration
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (24647), Arizona, Colorado, and Texas

Select Relevant Experience:

- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Project
- City of Las Cruces Design-Build Recreational Trails Project
- Town of Mesilla La Llorona Multi-Use Trail Extension Project
- Brahman Channel Drainage
- Doña Ana County La Union Sidewalk Project
- Doña Ana Sidewalks and Lighting Project

Cynthia Stoehner-Hernandez, CPO | Planning / Funding Assistance / T/LPA Certification

Ms. Stoehner-Hernandez is SMA's Local Government Client Community Manager and has nearly 20 years of experience with Local Government projects. She is a Chief Procurement Officer in the State of New Mexico and previously served as the Clerk-Treasurer for the Town of Mesilla for more than a decade. Ms. Stoehner-Hernandez holds a T/LPA certification and will coordinate all associated requirements for the Village's projects. She has broad knowledge of T/LPA projects from her previous experience including applying and obtaining funding to implementing and maintaining the project files to ensure audit compliance. Ms. Stoehner-Hernandez is also familiar with B2G Now and LCP Tracker which is software that is required for all T/LPA Projects. Her experience with municipalities, counties, small water associations, and school districts has helped broaden her knowledge and appreciation of various funding practices and project development logistics. Ms. Stoehner-Hernandez works with our clients in the planning, development, and budget and funding management of infrastructure projects.

Areas of Specialty
Funding Procurement Assistance
Interagency Coordination
Preliminary Planning
Project Development
Project Budgeting
Project Management

Education
B.S. - Psychology

Licenses/Registrations
Chief Procurement Officer Certification
T/LPA Certification (TLPA0231)

Select Relevant Experience:

- Town of Mesilla La Llorona Multi-Use Trail Extension Project (while with Town of Mesilla)
- Village of Ruidoso Solid Waste Master Plan
- City of Deming Financial Management Services
- City of Deming Staff Augmentation for Treasurer Services
- City of Carlsbad ICIP Assistance

Darryl Coster, P.S. | Surveying

Mr. Coster is SMA's Geomatics Technical Sector Director with over 35 years of surveying experience. He provides oversight for all of SMA's geomatics services, and relevant to the Village's project, he provides crew supervision and scheduling for SMA's southern New Mexico survey crews. Mr. Coster's other duties include performing calculations, plat preparation and surveying in the field on projects that include construction staking, control surveys, topographic surveys, right-of-way surveys, as-built surveys, boundary surveys, and aerial photogrammetric projects.

Mr. Coster has provided Senior survey management for projects for a variety of clients throughout the state, including but not limited to Village of Ruidoso, Alto Lakes W&SD, Mescalero Apache Tribe, Otero County, Doña Ana County, City of Las Cruces, and Town of Mesilla.

Areas of Specialty
Boundary/Cadastral Surveys
Right-of-Way Surveys and Mapping
Subdivision Platting
ALTA Surveys
Construction Staking
Project Management

Licenses/Registrations
Professional Surveyor - New Mexico (21204), Arizona, Colorado, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Project
- City of Las Cruces Design-Build Recreational Trails Project
- City of Las Cruces Design-Build Recreational Trails Project Town of Mesilla La Llorona Multi-Use Trail Extension Project
- Doña Ana Walking Path Project
- Doña Ana County La Union Sidewalk Project
- Doña Ana Sidewalks and Lighting Project

Robert Oberdorfer, RLA, ASLA | Senior Landscape Architect/Trail Planner – SSW

Masters of Community and Regional Planning (MCRP) - Environmental Planning; M.L.A. - Landscape Architecture
Registered Landscape Architect – New Mexico (#167)

Specializing in the development of recreational corridors, Mr. Oberdorfer has been involved in planning and/or design of over 700 miles of urban, rural, and back-country trails across New Mexico and West Texas, as well as several park and trail-related river restoration projects. A registered landscape architect and environmental planner with a strong focus on ecologically responsible design practices and inventive, yet practical, problem-solving, he brings more than 30 years of experience to this effort. Mr. Oberdorfer has managed projects across New Mexico, including feasibility studies, design, and construction observation for numerous multi-use trails, parks, and recreational facilities.

Mr. Oberdorfer is familiar with the Ruidoso area, having served as project manager and lead designer for creek restoration work, back-country trail design, and lake-related recreational improvements at Alto Reservoir in 2017, as well as several restoration and bank stabilization projects on the Rio Ruidoso at Two Rivers Park. He is currently involved in master planning and design of a community park along the Rio Grande near Las Cruces that will serve as a local recreational site, and future waypoint along the planned Rio Grande Trail.

Select Relevant Experience:

- Village of Ruidoso - Alto Reservoir/Eagle Creek Trail and Channel Restoration
- City of Las Cruces - Burn Lake Phase 1 Sports and Recreation Facility Updates
- Los Alamos County - Ashley Pond Park Master Plan and Design

Ruben Contreras II, AIA Associate | Project Manager – DPA

M. Arch. - Architecture; B.A. - Architecture
Licensed Architect – New Mexico (#6187)

Ruben is an Emerging Professional who wears many hats at DPA. As a Project Manager, Ruben provides exceptional services and strives to be highly responsive and attentive to the client's goals. Ruben enjoys working with others at DPA and encourages sharing and developing ideas together as a team. Ruben is enthusiastic and eager to incorporate fabrication into the design processes and services of DPA. His educational experiences in design and fabrication, paired with his metal and wood shop experience, make him knowledgeable in determining how creative ideas might get built.

Select Relevant Experience:

- Ruidoso Village Hall Addition and Renovation
- Otero County Courthouse Renovations
- Otero County Detention Center Renovations
- Alamogordo Recreation Center Renovations
- Alamogordo Hampton Inn Renovations
- City of Alamogordo Re-Roofs - Multiple Sites
- Las Cruces Hadley Recreation Complex Renovations
- New Mexico State University On-Call Projects - Multiple Sites

Current Projects

Project
City of Las Cruces Telshor and Lohman Storm Drain Repair
Brahman Channel Drainage Improvements
NMDOT US64 La Posta Rd to Camino de la Placita
NMDOT NM583 Study
NMDOT US60 MP 203 to 205 Torrance County Roadway Improvements
Santa Fe County Connector Roads
City of Roswell Brasher Road Drainage Improvements
City of Farmington Hood Mesa Trail Drainage
Torrance County Salt Mission Trail FEMA Services
Village of Corona Drainage Master Plan
Santa Fe County Rail Trail Segment 6 Surveying
Town of Edgewood CR 7 Multi-Use Trail
Bernalillo County On-Call Transportation Engineering
Mescalero Apache Tribe Gallerito Water Project Phase 2
City of Roswell Asset Management Plan

4: Past Record of Performance

4. Past Record of Performance

SMA's management approach focuses on cost control, meeting budget constraints, providing high-quality work products and complying with performance schedule. Our satisfactory performance of required services is the reason we continue to be the engineers of choice with clients throughout the region. SMA's senior and project managers will utilize their expertise and experience with similar projects to effectively execute scope development, team and client coordination, project planning, schedule, cost, and quality control.

Cost Control

SMA makes every attempt to scope and complete projects with respect to the owner's budget. The planning process includes collection and analysis of both past and current data in order to assist in determining the direction a community will progress in the future. SMA has prepared a team of internal staff with extensive knowledge of infrastructure improvements for the Village that will allow us to call upon that previous knowledge to maintain current developmental goals for the Village's comprehensive planning. QA/QC procedures will provide a "reality check" in staying aligned with those goals.

Value engineering is an integral part of SMA's project development process. Our project engineers recognize that resources may be limited and therefore take into consideration the availability of funding, time, and materials without compromising the quality of the design – in other words, achieving the essential design goals at the lowest life cycle cost. As an example of SMA's involvement in value engineering, evaluating the life cycle costs of design alternatives is a required activity for state and federally funded projects.

Ability to Meet Project Schedule Requirements

Our schedule control process is largely managed through our web-based tracking program. This program allows for tracking of anticipated completion dates by subtask and presents all managers and project participants with visual indicators of progress versus budget.

In many instances with larger and longer duration projects, task-dependent critical path scheduling methods utilizing in-house and online collaborative software are prepared and tracked. Although some projects are delayed by circumstances outside of the control of SMA (e.g. weather, utility locates), SMA makes every effort to maintain initial project schedules including efforts outside of regular hours.

SMA will hold project team meetings as necessary to facilitate unambiguous communication. This communication provides the opportunity to identify, analyze, and resolve project elements that might have become a problem without open discussions between the team members. SMA has found that these discussions within a well-rounded team will eliminate many problems on a project and will assist in the timely completion of a successful project.

With a depth of resources in excess of 190 staff members, SMA has repeatedly shown the ability to manage multiple disparate projects simultaneously.

During the entire project, SMA's Project Manager will provide regular project status reports to the Village. All reports and design plans will be submitted to the Village within the established schedule. SMA will review the work product, cost estimates, and project schedule with the Village to verify that the project goals are being met. Additionally, SMA will keep in regular contact with regulatory and funding agencies, as required.

Past Relevant Projects

Arroyo Chamiso / Nava Ade Flood Control Levee Improvements, Santa Fe, NM

Client: City of Santa Fe
Contact: Ms. Melissa McDonald, Parks and Open Space Division Director; 505.955.6840; mamcdonald@santafenm.gov

In 2019 Santa Fe experienced a 1000-year storm event, which caused significant flooding in various parts of the City. The Arroyo Chamiso overtopped its banks and flooded several homes in the Nava Ade subdivision. The City asked SMA to prepare a study of the existing conditions in the arroyo and provide recommendations for flood mitigation.

SMA used the FEMA FIS HEC-RAS model for the arroyo and modified it to model the flood event and the proposed levee. The study model duplicated the flood event very closely, so it was determined to be accurate enough for design. SMA provided the Arroyo Chamiso Nava Ade Drainage Improvements Existing Conditions Summary report, dated April 2020, which provided the City and the USACE with the modeling needed for both a USACE 404 permit as well as the LOMR-F for updating FEMA flood mapping.

SMA then prepared the drainage improvement plans to construct the levee, assisted with bidding and provided construction oversight. Construction of the levee was completed in 2021.

The project was completed under budget and on time. Please contact our listed reference for specifics about our quality of work.

City of Las Cruces Walking, Jogging, Biking, and Recreational Trails Project, Las Cruces, NM

Client: Highland Enterprises, Inc.
Contact: Mr. Mark Hettinga, Vice President; 575.524.3551

As a subconsultant to Highland Enterprises, Inc. (HEI), SMA provided a variety of professional consulting services for a Design-Build project for three of the City's trails. The project, funded through GO Bonds, includes improvements to the Armijo Lateral Trail, Southwest City Loop Trail, and Las Cruces Lateral Trail Segment "A", a total of more than 11 miles of trails. SMA's services for the project included public meeting facilitation, civil engineering design, surveying, geotechnical engineering, construction material testing, construction administration, and construction observation. ***All engineering design plans for the project complied with the FHWA Manual on Uniform Traffic Control Devices (MUTCD)***, City of Las Cruces Traffic Standards, and National Association of City Transportation Officials (NACTO) bikeway guidance.

The design phase of the project began in December 2019, and construction was completed in May 2022. Our team members worked with HEI to develop construction cost estimates to the City for review and submittal for approval for the General Obligation Bond funding.

Our Project Manager for the project was instrumental in both project coordination and the public outreach aspect of the project, having provided coordination between the City and EBID representatives, establishing work sessions with the City Council, presentations to the EBID Board, and coordinating multiple public meetings over the course of the project.

Animas River Trail – Among the Waters Trail Extension and North Extension, Farmington, NM

Client: City of Farmington – Parks, Recreation, and Cultural Affairs Department
Contact: Ms. Rachelle Crosby, Parks Planner; 505.599.1197

SMA and SSW worked together to develop plans for a 0.85-mile extension of the City's signature Animas River Trail to close all but a few hundred feet of the gap between the existing southern trailhead on the San Juan River and the south end of the main trail just north of US 64 (blocked only by a single property inholding). The trail design consisted of an eight to ten-foot-wide crusher fines surface, with benches, signage, and a shaded rest area. The trail traversed near river wooded and riparian areas, designated drainage and irrigation canal corridors, crossed under an NMDOT bridge, and a dramatic thirty-foot-high bluff overlooking the Animas River. Notable challenges that were addressed included traversing the bluff at sustainable and accessible grades, bridge crossings of two significant drainage and irrigation ditches, and an armored undercrossing at the US 64 highway bridge. Construction was completed in August 2022.

The SMA team continued their work with the City of Farmington to continue the development of the Animas Trail through the city, to the north extension. Our team designed nearly 2.5 miles of trail that traversed the underside of an NMDOT bridge, wooded, riparian, and wetland environments, erosion and flood control structures, three major drainage areas with pedestrian bridges, and three minor drainage corridors. The trail consisted of an eight to sixteen-foot-wide trail section with various surfacing including crusher fines, concrete, and pedestrian bridge decking. Notable challenges that were addressed throughout the design were severalfold.

The project required river front retaining walls, FEMA permitting, US Army Corps of Engineers (USACE) Nation Wide Permit (NWP) permitting, and NMDOT permitting. Additionally, an unexpected high spring run-off season during the Spring 2019 eroded almost 300-cubic yards of bank and created obstacles halfway through design. The team rallied to design a solution to construct the bank to the previous condition and mitigate future erosion so the trail could be constructed as designed. A separate NWP was required for the bank stabilization project.

Additional Relevant Projects

- City of Las Vegas FEMA Flood Repairs, Las Vegas, NM
- Santa Fe River Bishops Garden Diversion Structure Improvements, Santa Fe, NM
- Buffalo Thunder Resort and Casino Arroyo Improvements, Santa Fe, NM
- City of Rio Rancho FEMA Flood Damage Repairs
- La Llorona Multi-Use Trail Extension
- Canyon Rim Trail, Santa Fe, NM
- La Plata CR 501 Path Phase II, Bayfield, CO
- Acequia Trail, Santa Fe, NM
- Carrizo Walking Path, Mescalero, NM
- City of Albuquerque – Bikeways and Trails Master Plan Update, Albuquerque, NM
- City of Las Cruces Design-Build Recreational Trails Project, Las Cruces, NM
- Mountain Meadows Roadway & Drainage Project, Otero County, NM
- Commercial Street Phase II Roadway Reconstruction and Drainage, Lovington, NM
- Village of Ruidoso Water, Sewer, and Roadway Improvements, Ruidoso, NM
- Doña Ana County Walking Path, Doña Ana County, NM
- Doña Ana County Sidewalk and Lighting Rehabilitation Phases I & II, Doña Ana, NM
- Doña Ana County Tres Caballos Right-of-Way and Roadway Construction, Doña Ana County, NM
- City of Carlsbad San Jose Blvd Disaster Recovery Design & Construction, Carlsbad, NM
- City of Carlsbad Drainage Master Plan, Carlsbad, NM
- Tesuque Pueblo Drainage Master Plan, Tesuque Pueblo, NM
- New Mexico Tech Drainage Master Plan, Socorro, NM

5: Proximity to or Familiarity with the Area in which the Project is Located

5. Proximity to or Familiarity with the Area in which the Project is Located

SMA has worked extensively with the Village over the past several years on a variety of infrastructure improvements projects. These projects have included:

- Town and Country Water, Sewer, and Roadway Improvements (completed)
- Pinecliff Water, Sewer, and Roadway Improvements (first phase completed)
- High Loop Water System Improvements (under construction)
- Tank Rehabilitation Projects (planning completed for next three years; first three tank projects under construction; assisted with Village's grant applications for next round of funding)
- Water System Master Plan (completed)
- Solid Waste Master Plan (completed)
- Combined Enterprise Utility Master Plan and Rate Analysis Coordination (completed)
- Upper Canyon Diversion Structure (construction complete; awaiting funding for repairs from flooding)
- Raw Water Cost Analysis (completed)
- WWTP UV Replacement (in process of award to contractor)
- WWTP Solar Project (awaiting start of construction)
- WWTP Fine Screen Replacement (completed)
- Renewable Energy Feasibility Assessment (completed)
- Alto Waterline Geotechnical Investigation (completed)
- Alto Diversion Project (plans revised and approved for grant funding)
- Alto Reservoir Improvements (bid assistance complete)
- Sudderth Retention Wall Structural Evaluation (completed)
- Roadway Certifications (completed)
- Track Improvements (completed prior to damage from flooding)

SMA has provided comprehensive services on the projects noted above, including but not limited to planning, engineering design, funding assistance, surveying, environmental documentation, public involvement activities, bid phase services, and construction phase services.

SMA has facilitated and attended numerous meetings with representatives of the Village Council, individual Councilors, the Mayor, Village Administration and Department Directors over the past several years and in doing so, has become quite familiar with many issues of concern for the Village.

SMA has intentionally and proactively chosen to get to know the elected officials and leadership in the Village. We believe the direct result of our ongoing effort to become familiar with the Village administration and department directors is that we now deeply understand the needs and desires for the Village as a whole and are thereby well positioned to deliver the necessary level of services required to make each project successful.

Beyond the familiarity with the Village of Ruidoso noted above, SMA's team members have extensive experience with water and wastewater system planning, design, and construction projects, as outlined in Section 2 of this proposal response.

Additionally, SMA staff members are very familiar with local support agency staff and have strong relationships with personnel from all regulatory and funding agencies anticipated to be involved with the Village's proposed projects, which will prove instrumental for the completion of current and future projects under this contract.

6: Current Volume of Work with the Contracting Agency Not 75% Complete

6. Current Volume of Work with the Contracting Agency Not 75%Complete

SMA currently has five projects with the Village that are less than 75% complete, as noted in the table below.

Project	Total Contract Value	Amount Remaining	% Complete
Water Resource Engineering - Tank Rehabilitation	$ 392,822.39	$ 129,082.50	67%
Alto Reservoir Improvements Phase I	$ 144,273.00	$ 123,243.00	12%
Lead and Copper Rule Revisions	$ 34,566.00	$ 31,110.46	10%
WWTP UV Replacement	$ 155,894.00	$ 74,759.40	52%
Country Club Sewer	$ 213,781.00	$ 213,781.00	0%
Rainier Sewer Extension	$82,800.00	$52,207.00	37%
Water Conservation Plan	$72,459.00	$72,459.00	0%
Wastewater Improvements	$431,785.00	$290,809.00	33%
FEMA Waterline Replacement	$ 289,656.00	$ 289,656.00	0%
Total Volume of Work Remaining		**$1,277,107.36**	

Referencing the Contract Balance Amount table on Page 23 of the Village's RFP, the total value of remaining work reflects a one-point deduction value.

The required Project/Contract Listing Forms on the following pages further outline these projects, as well as SMA's projects with the Village that are beyond 75% complete.

Tab G: Other Supporting Material

Signed Campaign Contribution Form

Signed Debarment Certification

Signed Non-Collusion Affidavit

Project/Contract Listing Form

New Mexico Resident Business Certificate

Certificate of Liability Insurance

Campaign Contribution Form

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Mark Howell October 8, 2025
Signature Date

President
Title (Position)

Debarment Certification

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Marty Howell, P.E. - President, Souder, Miller & Associates

Typed Name & Title of Authorized Representative

October 8, 2025

Date

Signature of Authorized Representative

Non-Collusion Affidavit

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP#2026-001P
On-Call Professional and General Engineering Services

STATE OF New Mexico)
) SS
COUNTY OF Doña Ana)

Paul Pompeo, P.E., being first duly sworn, deposes and says:

That he/she is Vice President of Souder, Miller & Associates, Inc. who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: _____

SUBSCRIBED and sworn to before me this 7th day of October 20__.

Notary Public: Eileen Aven

My commission expires: 7/23/2028

State of New Mexico
Notary Public
Eileen Aven
Commission # 1025050
Commission Expires: 07/23/2028

Project/Contract Listing Form

APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2024-001P

On-Call Professional and General Engineering Services

Firm: Souder, Miller & Associates Date: October 8, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. High Loop Water Sys Imprv.	7/24/2023	$437,310.00	84%	$365,608.90	$ 71,701.10
2. Alto Reservoir Imprv. Ph II	7/12/2023	$144,273.00	12%	$ 18,030.00	$123,243.00
3. Country Club Sewer	3/6/2025	$213,781.00	0%	$ 0.00	$213,781.00
4.					
5.					
			Totals	$383,638.90	$408,725.10

Table B-On-Call Contracts *Task orders under On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. SB Airport Svy	7/16/2025	$ 17,000.00	$ 15,300.00	90%	$ 15,300.00	$ 1,700.00
2. Upper Cyn Div Rehab	9/18/2023	$187,714.00	$169,588.86	90%	$169,588.86	$ 18,125.14
3. Water Res Eng	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50
4. LCRR	11/4/2024	$ 34,566.00	$ 3,455.54	10%	$ 3,455.54	$ 31,110.46
5. WWTP UV Rplcmt	1/21/2025	$155,894.00	$ 81,134.60	52%	$ 81,134.60	$ 74,759.40
		Totals*	$1,330,642.78		$1,330,642.78	$1,116,525.00

*MORE PROJECTS ON NEXT PAGE

Notes:

1. If any award does not proceed in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror,

within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

*Addtl Task Order projects from On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
6. FEMA Waterline Replacement	3/7/2025	$289,656.00	$289,656.00	0%	$289,656.00	$289,656.00
7. Rainier Sewer Extension	6/17/2025	$82,800.00	$30,593.00	37%	$30,593.00	$79,741.00
8. Water Conservation Plan	10/9/2025	$72,459.00	$72,459.00	0%	$72,459.00	$72,459.00
9. Wastewater Improvements	11/15/2024	$431,785.00	$140,976.00	33%	$140,976.00	$290,809.00
10. Water Res Eng - Tank Rehab	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

73

Certificate of Liability Insurance

SOUDMIL-01 FENRY1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	CONTACT NAME: Jenifer Pinckley PHONE (A/C, No, Ext): (505) 923-9938 FAX (A/C, No): E-MAIL ADDRESS: jpinckley@mianm.com
INSURED Souder, Miller And Associates, Inc. 5454 Venice Ave. NE Suite D Albuquerque, NM 87113	INSURER A : National Fire Insurance Of Hartford — NAIC # 20478 INSURER B : Continental Insurance Company — 35289 INSURER C : Gemini Insurance Company — 10833 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Primary & Non Contri X X,C, U GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC X OTHER: Drone Liability	X	X	6076497447	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6076497464	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	6076497450	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6076497478	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Occ/Agg	3,000,000
C	Prof. Errors & Omiss			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

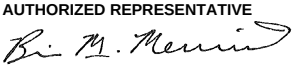
CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Las Cruces, NM 88011
575.647.0799

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SOUDER, MILLER & ASSOCIATES

PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE JANUARY 2025*

PROFESSIONAL SERVICES

Professional Staff

Principal	$250.00 per hour	Staff VIII	$235.00 per hour
Senior Manager III	$235.00 per hour	Staff VII	$205.00 per hour
Senior Manager II	$220.00 per hour	Staff VI	$185.00 per hour
Senior Manager I	$205.00 per hour	Staff V	$165.00 per hour
Senior III	$195.00 per hour	Staff IV	$145.00 per hour
Senior II	$185.00 per hour	Staff III	$135.00 per hour
Senior I	$175.00 per hour	Staff II	$125.00 per hour
Project III	$165.00 per hour	Staff I	$115.00 per hour
Project II	$155.00 per hour		
Project I	$145.00 per hour		

Technical Staff

Tech VIII	$180.00 per hour
Tech VII	$165.00 per hour
Tech VI	$150.00 per hour
Tech V	$135.00 per hour
Tech IV	$120.00 per hour
Tech III	$100.00 per hour
Tech II	$90.00 per hour
Tech I	$75.00 per hour
Technical Intern II	$65.00 per hour
Technical Intern I	$50.00 per hour
Construction Observer IV	$130.00 per hour
Construction Observer III	$110.00 per hour
Construction Observer II	$90.00 per hour
Construction Observer I	$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	$100.00 per hour
Project Financial/Manager Assistant I	$75.00 per hour
Administrative Assistant IV	$130.00 per hour
Administrative Assistant III	$110.00 per hour
Administrative Assistant II	$90.00 per hour
Administrative Assistant I	$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ $0.70 per mile (or current IRS rate)
Per diem $220.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR

On-Call Professional and General Engineering Services

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Bohannan Huston, Inc., hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Bohannan Huston, Inc.
Kurt Thorson, PE
ATTN: Senior Vice President
Street: 7500 Jefferson St, NE
City, State, Zip: Albuquerque. NM 87109
Phone: 505-823-1000
Email: kthorson@bhinc.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP#2026-001P On-Call Professional and General Engineering Services and the Consultant'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 AM to 5:00 PM Local Time.

   B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. <u>Scope of Work</u>.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. <u>Compensation.</u>

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Kurt Thornson, PE.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

Lynn D. Crawford, Mayor

Date:

Bohannan Huston, Inc.

Kurt Thorson, PE, Senior Vice President

Date:

ATTEST:
Jini S. Turri, Village Clerk

APPENDIX F – DETAILED SCOPE OF WORK

RFP#2026-001P
On-Call Professional and General Engineering Services

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide Professional and General Engineering Services to include Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for the Village of Ruidoso, with a focus on design and construction of recreation trails and pathway design and roadway design and drainage under an On-Call Service Agreement. Applicants must be licensed professional engineer in the State of New Mexico.

Applicants must have experience with the New Mexico Department of Transportation (NMDOT) Federal Highway Administration (FHWA) Recreation Trail and Pathway Design and Roadway Design and Drainage. Applicants must also be certified on the Tribal/Local Public Agency (T/LPA) process prior to entering into agreements with the Village and obtaining Federal funds. Federal-Aid Highway funds are only available to T/LPAs that obtain the required certification. (See Attachment A)

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
[X] Programming Phase
[X] Schematic Phase
[X] Design Development Phase
[X] Construction Documents Phase
[X] Bidding & Negotiations Phase
[X] Construction Administration Phase
[X] Post-Construction Phase

Engineers
[X] Study and Report Phase
[X] Preliminary Design Phase
[X] Final Design Phase
[X] Bidding & Negotiations Phase
[X] Construction Phase
[X] Operational Phase

Surveyors
[X] Property Boundary survey
[X] Topographic Survey
[X] Easement Survey
[X] Right-of-Way Survey
[X] Inspection Report

Planning Studies
[ ] Comprehensive Plan
[ ] Strategic (i.e. issue specific)
[X] Mapping and/or Zoning
[X] Other Planning Tasks

Projects May Include:

- Design and construction of multi-use pathways and walking trails
- Design and construction of multi-use path, lighting, and trail amenities
- Engineering for federal, state, and local trails and roadways
- Roadway design and construction
- Drainage design and construction
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services

- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; environmental investigations; architectural and landscape design services; as well as administration of FEMA/FHWA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for NMDOT, FHWA, and Village or Ruidoso review and inspection
- Preparing a final construction project report as required by NMDOT and FHWA Guidelines

RFP: #2026-001P

ON-CALL PROFESSIONAL AND GENERAL ENGINEERING SERVICES

RUIDOSO
NEW MEXICO

10/14/2025 **3:00 PM**

Bohannan Huston
great people *supporting* great communities

Bohannan Huston
great people supporting great communities

7500 Jefferson Street NE
Albuquerque, NM 87109

505.823.1000
bhinc.com

October 14, 2025

Purchasing Agent
Village of Ruidoso
131 Cree Meadows Drive
Ruidoso, NM 88345

RE: On-Call Professional and General Engineering Services | RFP: #2026-001P

Dear Purchasing Agent and Members of the Selection Committee:

Thank you for providing us with the opportunity to submit our proposal to assist the Village of Ruidoso for General Engineering Services. For 65 years, numerous villages (including Ruidoso), counties, towns, and cities in New Mexico and the surrounding region have been able to rely on Bohannan Huston, Inc., (BHI) to provide timely, high-quality services and accessible project teams. We have worked for many local government clients on past projects, and we see this contract as an opportunity to continue to provide you with professional engineering services and to further develop our relationships. We hope to further earn your trust as a valued and preferred service provider. We are confident that you will find our capabilities to be a good match for your needs. Below are a few highlights of what the BHI team offers you:

On-Call Expertise: Managing an on-call contract takes an experienced team that is accustomed to responding to the varied nature of projects, and our depth of resources allows us to fully staff Village projects. BHI offers the full range of planning, engineering, and construction support services from conception to completion. Our team also has a strong background in identifying funding sources and has extensive experience in obtaining funding from a variety of sources, such as New Mexico Department of Transportation, Federal Highway Administration Grants, USDA-Rural Development, the New Mexico Finance Authority, Community Development Block Grants, state and federal appropriations, and more. Our team understands the funding requirements of all these agencies and routinely works with many of their staff. We also have experience designing and implementing FEMA-obligated disaster mitigation projects.

Client Commitment: Being a New Mexico firm, BHI has developed professional relationships with the many villages, counties, towns, and smaller cities across the state. We have become reliable partners with our clients, and we have earned their trust by working with them through a challenging construction industry environment and limited budgets to provide innovative, cost-effective solutions. As a home-grown firm, our livelihoods, as well as our roots, are here in New Mexico. Our firm values are based on our commitment to our local communities. This ensures that we create, nurture, and grow our local relationships with our clients, such as the Village of Ruidoso, by providing dedicated service and being a team you can trust.

Responsiveness and Resources: Our team will maintain open, ongoing communication with the Village to ensure that your needs are being met throughout the duration of this contract. With offices in Albuquerque and Las Cruces, we have staff available to be on site within 3 hours, so we can meet with you on relatively short notice. In providing the proposed services, our project team is backed by the full depth of BHI's resources, which translates to more than 270 personnel who are available to help maintain project progress and answer any project needs that arise.

As Principal-in-Charge, I am confident that with the BHI team's strong technical expertise, we can ensure your project objectives and needs are met. We will commit the right resources and expertise to maintain positive project progress and see projects through to completion. If you have any questions about our proposal, please contact me. I can be reached by phone at 505.823.1000 or by email at kthorson@bhinc.com. Thank you for the opportunity to submit this proposal. We look forward to continuing to work with you. BHI accepts the conditions governing the procurement and has received Addendum 1 dated September 29, 2025, and Addendum 2 dated October 10, 2025.

Sincerely,

Kurt D. Thorson

Kurt Thorson, PE
Senior Vice President, Traffic and Transportation
505-823-1000 | kthorson@bhinc.com

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-001P
On-Call Professional and General Engineering Services

Offeror Name: Bohannan Huston, Inc. **FEIN#** 85-0202-170

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Bohannan Huston, Inc.
   7500 Jefferson St. NE
   Albuquerque, NM 87109

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

   Name Kurt Thorson, PE
   Title Senior Vice President
   E-Mail Address kthorson@bhinc.com
   Telephone Number 505-823-1000

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

   Name Same as above
   Title _____
   E-Mail Address _____
   Telephone Number _____

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

   Name Same as above
   Title _____
   E-Mail Address _____
   Telephone Number _____

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

__X__ The following Sub-Consultants will be used in the performance of any resultant contract:

Pland Collaborative; COZ Engineering; Epsilon Systems; Cobb, Fendley & Associates, Inc.

(Attach extra sheets, as needed)

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

See below

(Attach extra sheets, as needed)

7. __x__ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
__x__ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
__x__ I acknowledge receipt of any and all amendments to this RFP.

Kurt D. Thorson

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

October 14, 2025
Date

6. BHI maintains teaming relationships with a variety of specialty firms and consultants offering niche services to meet any project demand or requirement. We are also happy to honor any existing relationships the Village has with specialty firms and work with them to execute any task orders issued.

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C. PROPOSAL SUMMARY

None.

D. RESPONSE TO CONTRACT TERMS AND CONDITIONS

BHI has no objections to the sample agreement.

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

None.

F. RESPONSE TO SPECIFICATIONS

1. CORPORATE EXPERIENCE AND CAPABILITIES

Bohannan Huston, Inc., (BHI) was founded in 1959 as Bohannan and Stephenson Engineers. The mid-60s brought maturing expertise to BHI's progressive staff. Late in the decade, a partner photogrammetry company was established, expanding available services. In 1977, the company changed to Bohannan Huston, Inc. and it offered engineering, photogrammetry, computer applications, and community development and planning. In 1995, BHI opened a branch office in Las Cruces and in 2005 opened another branch office in Denver. In early 2023, a fourth office was opened in Grand Junction, CO.

As a home-grown New Mexico business, for more than 66 years, we have been providing the full range of planning, design, and construction phase services to New Mexico's villages, towns, and cities. BHI offers municipalities and local public entities the support to improve their communities. BHI is a well-known service provider for both government and private sectors. Our multi-disciplinary team allows us to provide start-to-finish services from planning, surveying, and design to construction engineering and materials testing on a large variety of projects.

BHI has an outstanding record of providing quality-driven services to its clients. The reputation of the company is the direct result of individual efforts and close cooperation of all its principals and employees. Our future success depends upon the continuation of these efforts and adherence to high professional standards and ideals.

The graphic below outlines our current corporate capabilities and service offerings. An overview of our understanding and experience with each of the specific services requested in the RFP is also provided, along with a chart of current and former clients who have utilized those services under on-call contracts to further illustrate our experience providing them.

WATER & WASTEWATER UTILITIES

- Planning and modeling
- Source assessment and development
- Treatment systems and plants
- Elevated, ground, and sub-surface storage
- Booster pump stations
- Distribution mains and transmission lines
- Permitting services and O&M solutions

SPATIAL DATA

- Surveying, land boundary surveys and legal descriptions
- Topographic design surveys
- Plat, annexation, legal description reviews
- Geodetic and photogrammetric control points for mapping/GIS
- GIS database development
- State-of-the-art GPS
- Photogrammetry/mapping
- Spatial data aquisition
- Right-of-way

TRANSPORTATION

- Transportation master plans
- Rural roadways
- Urban arterials
- Intersections
- Lighting and illumination plans
- Traffic studies
- Corridor analysis
- Planning documents
- Traffic signal systems
- Streetscape/urban enhancement
- Pedestrian, bicycle, and equestrian facilities
- Airports and aviation
- Interstate and US highways
- Interchanges

SURFACE WATER

- Hydrology and hydraulics
- Master drainage plans
- Floodplain management
- Street drainage and storm sewers
- Culverts and bridges
- Detention storage facilities
- Open channels and river Restoration
- Geomorphology
- Irrigation facilities
- Storm water quality and Best Management Practices (BMPs)

PLANNING

- Multi-modal transportation planning
- Comprehensive planning
- Land use planning
- Transportation planning
- Public involvement
- Affordable housing
- Broadband feasibility
- Independent reviews
- Land development plans & submittals for permitting
- Land use code

STRUCTURAL

- Stormwater infrastructure
- Large earth-retaining systems
- Evaluation of municipal facilities
- Structural facilities
- Design for substations and plants
- Bridge rehabilitation
- Bridge damage repair
- Bridge evaluation/assessments
- Scanning and model generation
- Inspections and sufficiency ratings
- Seismic screening
- Traffic signal systems
- Rendering and animations
- Bridges (roadway and pedestrian)

COMMUNITY DEVELOPMENT

- Stormwater management plans
- State stormwater permitting
- Site feasibility studies
- Site layout and access
- Zoning and entitlements
- Plan processing
- Construction permitting

MECHANICAL & ELECTRICAL

- Facilities infrastructure design
- Natural gas utilities
- Building systems
- Mechanical engineering (process, piping, and HVAC)
- Electrical engineering (power, controls, SCADA, communications, and lighting)

CONSTRUCTION ENGINEERING

- Constructibility review
- Cost estimating
- Bidding and contract management
- Inspection and observation
- Materials testing laboratory

GRANT FUNDING CONSULTING, GRANT SEARCHING, AND APPLICATION PROCESS

Because of the availability of federal funding for infrastructure, grant consulting will be important to this on-call contract. BHI routinely assists our clients with grant administration and funding applications. We work with various funding agencies to help with the necessary planning, design, and funding for improvements to infrastructure and can offer assistance with funding applications by providing project estimates, scoping documents, studies, and background information to support the application. In the past several years, BHI has worked on numerous projects that are funded by:

- United States Department of Agriculture (USDA)
- Federal Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- New Mexico Department of Finance and Administration (NMFA)
- Water Trust Board (WTB)
- Local Government Planning Fund (LGPF)
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)
- New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF)
- NMDOT Transportation Project Fund (TPF)
- NMDOT Highway Safety Improvement Program (HSIP)
- NMDOT Cooperative Agreements (COOP)
- NMDOT Municipal Arterial Program (MAP)
- State Capital Outlay
- Federal appropriations (Congressional Directed Spending – earmarks)
- State and Tribal Assistance Grants (STAG)
- Bureau of Reclamation WaterSMART Grants
- Environmental Protection Agency (EPA) funding
- Homeland Security Fund/FEMA Reimbursement programs
- New Mexico Environment Department (NMED) Rural Infrastructure Program (RIP) loans

Our staff is knowledgeable about these agencies' requirements, including administration, right-of-way (ROW) and permitting documentation, preliminary engineering reports (PERs), design procedures, construction drawings and contract documents, and construction management and inspection. If necessary, we can assist you in making applications to these agencies. After each application is submitted, we act as your advocate, following up with the funding agency to track the application's progress. We take pride in our effective and successful funding team with an established track record in New Mexico.

PLANNING

BHI has a history of preparing a range of planning documents and preliminary engineering reports (PERs) that provide a strong foundation for future design efforts. During the planning process, BHI brings knowledge of current land-use planning techniques, an understanding of zoning regulations (including form-based zoning), experience with current design standards, and ideas for mixed-use and infill development opportunities. BHI strives for innovative solutions that are based on sound professional practices and that are a suitable fit for your community. This includes the initial consideration of many factors: stakeholder input, agency issues, environmental concerns from both the compliance perspective as well as sustainability, engineering feasibility, quality of life, and available funding opportunities.

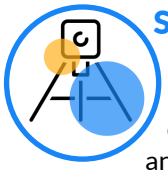
Many infrastructure projects begin with an initial planning study phase to determine the engineering need for or feasibility of a potential design project. BHI can support these efforts and provide a clear statement of need, offer a thorough and thoughtful investigation of the potential project alternatives, and identify the needed improvements in a clear and concise manner. These feasibility studies often become the basis for applying for project funding or future projects.

BHI can also support long-range planning for individual infrastructure types (i.e. transportation, water, wastewater, affordable housing, broadband) or more broad analysis such as comprehensive or sub-area plans. All long-range plans include capture of existing data, analysis of gaps and needs over the next 10 to 20 years, solutions and recommendations, as well as phasing or prioritization of projects.

ENGINEERING/DESIGN SERVICES

As part of BHI's commitment to providing end-to-end services for our clients, our multidisciplined teams work together under one roof to provide quality solutions that are effective, functional, sustainable, resilient, and reliable. BHI offers the full suite of engineering planning and design expertise for traffic and transportation, structures, storm drainage, water and wastewater, electrical instrumentation, mechanical, and other public sector facilities projects.

More specific to a community like Ruidoso, improvements like pedestrian and multi-use trails projects, roadway and drainage projects, and intersection and bridge improvements are second-nature to us. We also have a thorough and comprehensive understanding of Plans, Specifications and Estimate (PS&E) requirements and the final design process that goes into final plan development.



SURVEYING SERVICES

With many facets of surveying now a highly technical and instrumented science, BHI takes pride in our ability to keep pace with the current technology in this field, while remaining cognizant of the need for conventional field survey expertise. Our team is skilled in computerized data reduction, computations, and presentation of survey data. Utilizing in-house and field computer equipment, graphics databases and computations are handled quickly, accurately, and efficiently. We can effectively handle your project assignments, whether the need is for,topographical surveys, boundary surveys, legal descriptions, or geodetic and photogrammetric control points for mapping and GIS.

Utilizing modern equipment such as robotic total stations, digital levels, GNSS GPS receivers, terrestrial LiDAR scanners, and aerial drones, we provide a multitude of data collection resources. Our team performs comprehensive surveying services for commercial and residential developments, buildings, highways, bridges, utilities, waterways, and property acquisitions. Our Survey team has every aspect of survey, mapping, boundary work, development of plats and record surveys, right-of-way, and land acquisition conveyance instruments in our toolbox, and we are ready to assist the Village.

LANDSCAPING SERVICES

While BHI does not provide landscaping services in house, we maintain professional relationships with specialty subconsultants that do, such as Pland Collaborative (Pland), shown in the organizational chart.

CONSULTING

Our engineers and planners are skilled at working through each phase of a project with timeliness and efficiency, as we address regulatory requirements, legal requirements, development codes, and the physical environment. These services combine to save our clients' valuable time and money and expedite the final result. We use our wide range of skills to produce solutions for public and private spaces that are livable, sustainable, and efficient. We have senior staff available to consult and advise your team on project planning, funding opportunities, and project scoping needs.

MUNICIPAL ON-CALLS

An on-call services contract requires more than technical expertise. It requires a close working relationship with the client. This relationship forms the basis for quick response, effective communication, and precise undertaking of project goals and requirements. The BHI team has extensive experience performing on-call services for a wide variety of public entities located throughout New Mexico. We have performed structural assessments of existing buildings; designed roadways, parking lots, and transit facilities; prepared feasibility studies; performed drainage analyses; prepared drainage plans; designed water and sewer infrastructure; prepared boundary and topographic surveys; and completed many other tasks based on each client's needs. Our breadth of experience allows us to respond to the varied nature of projects, and our depth of resources allows us to fully staff your projects to meet your schedules. We also take seriously the need to be accountable to both our clients and the greater community by making sure project staff are available for day-to-day consultation with Village and to attend conferences, meetings, and workshops as needed.

On-Call Clients	Grant Funding	Planning	Design Services	Survey Services	Consulting	Engineering
Ruidoso		•	•	•	•	•
Moriarty	•	•	•	•	•	•
Carlsbad		•	•	•	•	•
Clovis		•	•	•	•	•
Gallup	•	•	•	•	•	•
Roswell	•	•	•	•	•	•
Belen		•	•	•	•	•
Estancia		•	•	•	•	•
Mesilla		•	•	•	•	•
Mountainair		•	•	•	•	•
Tularosa	•	•	•	•	•	•

ROADWAY DESIGN AND DRAINAGE

BHI's experts are highly skilled in the analysis and development of public roadways as well as rehabilitation design for existing streets. Our experience covers all project phases from planning and studies through design, and includes activities associated with maintenance and operations. Our projects embrace all modes of travel, such as rural roadways, local surface streets, multi-lane highways, bicycle ways, and pedestrian trails. Our breadth of knowledge allows us to address project issues dealing with safety, access, geometric alignments, vehicular circulation, and mobility, while balancing technical factors such as earthwork, drainage, operational capabilities, and staying within environmental, fiscal, and political parameters. Our team is well versed in analysis and design of storm drain systems within roadways and other public facilities, including outfall energy dissipation structures and erosion control.

Roadway

The transportation and traffic field is very diverse, requiring expertise in a variety of areas, ranging from interstate highways, bridges, and interchanges, to smaller and more localized transportation modes, such as intersections, local roads, and bicycle and pedestrian facilities. BHI has a team of experts that is highly skilled in both the upfront traffic analysis and the subsequent design and development of transportation projects.

Our traffic engineering capabilities include industry state-of-the-art, macro-level traffic system modeling, using programs like VISSIM, to model street networks and forecast traffic loading on individual roads and intersections. Micro-level simulations to reflect operational performance of roadway segments or intersections can be completed using VISSIM or CORSIM software. More conventional intersection and roadway capacity analyses are completed using HiCAP, Synchro, and HCS software packages, which follow latest HCM methodology for traffic analysis. Carl Vermillion is our lead engineer in completing traffic analysis.

We utilize Civil3D tracking module to complete roundabout intersection analyses and layouts. Our staff is well versed in conducting corridor alignment studies, such as the US 70/ NM 48 Roundabout Study completed for the Village and detailed in section 4: Past Record of Performance. Our Traffic Engineering staff is also well versed in preparation of signing and striping plans and maintenance of traffic plans following the latest MUTCD criteria. We utilize Transoft's GuideSIGN software to create details of special sign face details. We also provide traffic signal design and street lighting analysis and design capabilities within our team.

The transportation engineering services BHI offers include design of interstates, US highways, rural roadways, and urban arterials; intermodal and multi-modal systems; interchanges and intersections, including roundabouts; local roadways and streets; as well as planning documents, traffic studies, corridor analyses, traffic signal systems, lighting and illumination plans, streetscape and urban enhancement projects, and pedestrian, bicycle, and equestrian facilities.

Our designers utilize the latest versions of AutoCAD software and Civil 3D design software. Our team is well versed in the latest Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) and are aware of how to implement them on transportation improvement projects.

Our Transportation staff are also well versed in NMDOT Local Government project development procedures and have excellent working relationships with NMDOT staff, including District Two. We can assist the Village with any of their projects that have NMDOT, FHWA, or special funding administered through these agencies. Our transportation staff typically take the lead on all aspects of NMDOT project coordination such as environmental clearances, utility certifications, and right-of-way certifications required for PS&E and project authorization from NMDOT and FHWA.

Our team of trail designers and transportation engineers have years of experience working with the NMDOT, and we will assist you in developing a project that complies with all the requirements in the NMDOT's Tribal/Local Public Agency Handbook (T/LPA) Handbook. We have direct knowledge of these requirements because we helped the NMDOT prepare the latest edition of the handbook for publication and helped them develop training material they could use in local agency workshops.

Drainage

BHI's decades of experience with surface water planning studies and stormwater infrastructure design allows us to successfully complete designs for individual site developments, primary roadways, and urban drainage master plans. Our quality-driven hydrology and hydraulic (H&H) services include rainfall and runoff modeling, existing drainage facility optimization, floodplain management, and stormwater treatment analysis and design. We have extensive experience in the continued integration of GIS, allowing better visualization of spatial information and more thorough analysis using various software programs, such as the HEC-supported products.

Combined with our drainage analysis experience, this expertise translates to storm drainage infrastructure design which allows us to successfully complete drainage design plans for individual site developments, primary roadways, and urban drainage master plans and improvements. Our broad expertise also includes dams, channels, levees, storm sewers, drop structures, energy dissipaters, river restoration, and structural Best Management Practices (BMPs).

RECREATIONAL TRAIL AND PATHWAY DESIGN

A sustainable trail balances several elements. It has minimal impact on the environment, resists erosion through proper design, construction, and maintenance, and blends with the surrounding area. With proper trail design and construction, challenges presented by multiple users can be minimized and effectively managed. Throughout its history, BHI has been involved with many planning and design projects that have involved trails systems that may be part of the roadway, sidewalk network, or a separate trail facility. Our work has often incorporated trails as part of major commercial, retail, and industrial projects, transportation systems, and drainage/flood control projects. BHI has provided the full range of services on these projects, spanning from initial survey and site analysis, through environmental documentation, preliminary and final design, and even construction support. Outlined below is a partial list of projects that display our extensive trail project experience:

Village of Ruidoso:

- Cree Meadows Multi-Use Path
- Moon Mountain Trail
- Links Trail
- Warrior Drive Trail

City of Santa Fe:

- Acequia Trail
- Santa Fe River Trail Improvements

City of Roswell:

- Spring River Trail

Middle Rio Grande Council of Governments (MRCOG):

- Bosque Trails

City of Albuquerque:

- Alameda Boulevard Multi-Use Trail Feasibility Study
- Bachechi Open Space Master Plan
- Bear Canyon Trail
- Black Arroyo Trail
- Embudo Channel/Carlisle Boulevard Bike Path
- High Desert Open Space and Trail System
- North Diversion Channel Trail
- Rio Grande Trail, Rio Rancho Bosque Pilot Project
- South Pino Pond Open Space Trail

2. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE

Kurt Thorson, PE, will be the Principal-in-Charge (PIC) and Logan Brandenburg, PE, will serve as Project Manager (PM) for assignments issued under this contract. As PIC, Kurt will review all aspects of the work, confirm compliance with the contract terms, and ensure Village satisfaction. As PM, Logan will meet with your staff to receive each task, coordinate necessary team resources to respond, oversee the work, verify accuracy and completeness, and ensure client satisfaction. This is the same leadership team on the current on-call contract with Ruidoso.

Upon receiving a written project assignment from the Village, Logan will identify the appropriate task manager for the work. Together they will prepare a written work plan for your review and acceptance. The work plan will include a scope of work, a list of staff necessary to complete the assignment, and a labor-hour estimate. Sufficient staff and resources are then allocated to the task to meet the required schedule.

The following illustration highlights how we will approach task-order requests for this on-call contract. We will follow the same general process from task order to task order to successfully deliver each task order request:

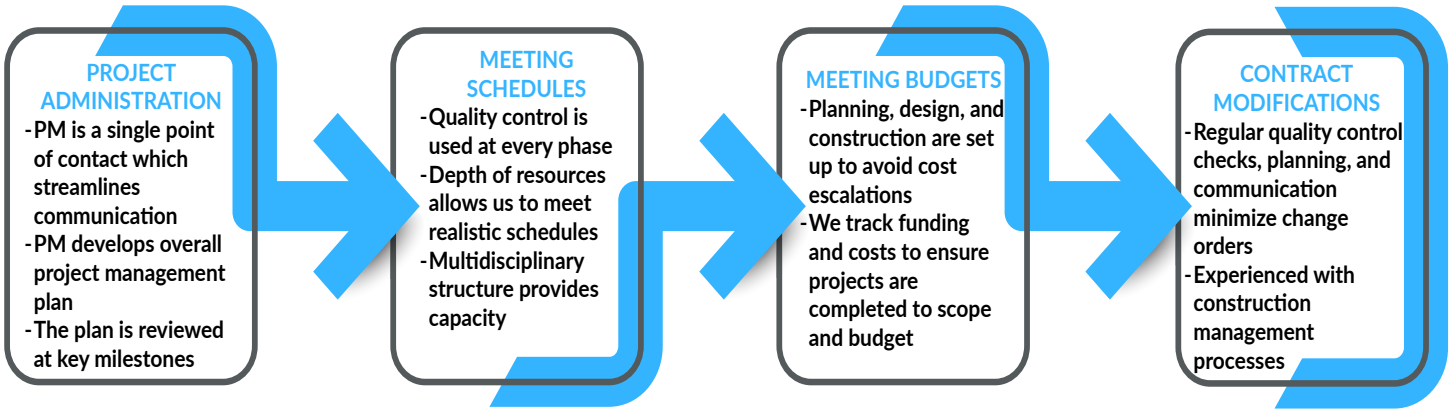
CONCEPT-TO-COMPLETE SERVICES

With BHI's Concept-to-Complete portfolio of services, we have the ability and technical expertise to go from the initial idea through construction completion for many projects. This includes the planning, feasibility/study phase, data collection, engineering and design phases, and construction phase. We apply our expertise in multiple disciplines to help our clients and partners visualize their projects, optimize their resources, and realize exceptional solutions that meet their vision for the natural and built environments. We have also proposed a team of specialty subs to further ensure that all of your project infrastructure needs are met. Our staff helps you:

- **ESTABLISH** the guiding concepts and create a definitive vision for your projects that can be shared to generate support and consensus.
- **IDENTIFY** ways that help you best capitalize on your resources: available data, personal and institutional knowledge, in-house personnel and resources, industry best practices from the spatial data and engineering community, and potential funding opportunities.
- **DEVELOP** innovative and implementable ideas that achieve your goals, fit your constraints, and reflect your responsibility as a steward of both your community and your environment.
- **VIEW** your project not as a sequence of tasks but as an evolving continuum of a concept. To best facilitate this evolution, each point in the process must be approached with respect to both the desired, tangible end-result as well as the initial idea.
- **FOCUS** on how this initial planning and feasibility effort becomes a roadmap to implementation, not a compilation of grand ideas that sits on the shelf.
- **SURVEY AND MAP** for your project so we know the spatial data collected is accurate foundational data of the work, forming the basis of decisions throughout your project's development and ultimate construction.
- **DESIGN** your project, scrutinizing the plan sets to ensure that your road, storm drain, treatment system, or bridge can be constructed with ease, within your budget, and on your schedule.

» **CREATE** models and renderings of your design when needed to support public involvement or stakeholder meetings. We devote ourselves to accurately reflecting the vision you've set at the beginning of the project as well as to portraying the final product as it will appear in the field to help visually communicate the project's impact on your community to the public.

» **PROVIDE** construction phase support on your project and hold the contractor accountable to the planning vision and design intent so that the project built is the project you've envisioned.



We do these things because we know that—for you—the project is not truly complete until your concept is finally transformed into reality. That is what it means for BHI to provide Concept-to-Complete services.

We know from your RFP you would like to have streets improved and/or repaired and replaced and multi-use trails designed. We are qualified and have the depth of staff to do those projects in-house. You know that, from our history of project delivery for the Village the BHI team has the resources and have included specialty services provided by subconsultants to ensure that our team truly can do all of the work that you want completed under this contract.

Our team of trail designers and transportation engineers have years of experience working with the NMDOT, and we will assist you in developing a project that complies with all the requirements in the NMDOT's Tribal/Local Public Agency Handbook (T/LPA) Handbook. We have direct knowledge of these requirements because we helped the NMDOT prepare the latest edition of the handbook for publication and helped them develop training material they could use in local agency workshops.

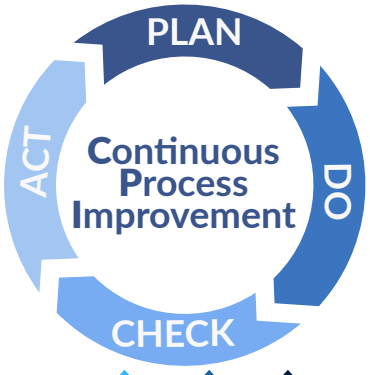
ON-CALL ENGINEERING SERVICES FOR EMERGENCY/DISASTER OPERATIONS

BHI can provide services for emergency/disaster operations that fall within our current capabilities, as we did following the Cerro Grande Fire. Working with FEMA, Los Alamos County, and the U.S. Army Corps of Engineers (USACE), BHI and our design-build partner Cumbre Construction launched an intensive effort to quickly provide temporary housing to 300 displaced families. First occupation of the units occurred only 24 days after the design contract was signed. Additionally, we are currently working with Mora County to utilize FEMA funding for replacing roads washed out following the Hermits Peak Fire. This project requires specialized drainage analysis to size drainage structures given the change in surface conditions and the time frames expected before re-vegetation and stabilization can occur.

BHI is also currently under contract with the Village to complete a number of roadway and drainage improvement projects throughout the Village, in response to flooding disaster relief efforts being coordinated with FEMA and the NM State Homeland Security Department. BHI has been working diligently with Village staff for the past six months to complete field inspections and develop written scopes of work. Field surveys are currently being completed and phased design packages will be developed in the coming months.

QUALITY CONTROL AND ASSURANCE SERVICES

The BHI team's QA philosophy focuses on eliminating the cause of failures before they happen. Every person, at every level of responsibility, is committed to total quality services at each step of the process. Each team member is technically knowledgeable and skillful in their tasks to be performed. Everyone understands how specific tasks relate to—and affect—the overall project goals. Led by Kurt Thorson, a Senior Vice President with 33 years of municipal engineering experience, BHI team members conduct quality reviews regularly and prior to submittals. A specific QC Lead will be assigned to each on-call task and will apply several quality control measures throughout the course of the project to ensure we meet your project expectations. Before a project is finalized, a final QC review is completed by an independent reviewer, usually someone from our



Construction Engineering Group. These checks review design criteria for completeness, appropriateness, and accuracy; address constructability issues; and verify that the documents are prepared according to the project requirements and comply with generally accepted professional standards of engineering as well as current standards and applicable laws and regulations.

MATERIALS TESTING

Our team can perform testing services in aggregates, soils, hot mix asphalt, concrete, and masonry. This testing can be done on new or existing structures, as applicable. BHI's Construction Engineering Group also operates an Albuquerque-based field and materials testing laboratory accredited by the American Association of State Highway and Transportation Officials (AASHTO) Material Reference Laboratory (AMRL) and Cement/Concrete Reference Laboratory (CCRL).

CONSTRUCTION MANAGEMENT

For us, projects are only complete after the planning and design elements have been transformed into the final constructed project. At BHI, our engineering team understands all these steps and provides a wide range of services during construction. We know that maintaining strong communication links between the contractor and owner, establishing and meeting schedules, providing a watchful eye during construction, and resolving problems in a professional and expeditious manner are critical for success.

BHI has the staff needed to provide construction phase services, ranging from periodic site visits to full construction management and inspection. Based on our experience with similar contracts, we have the resources available to provide you with varying levels of involvement during construction. Staff members are available to provide you with contract project management, observation, or inspection services, working closely with the Village to ensure that the required level of service is implemented to meet the contract needs. We can also represent the Village with contractor negotiations, scheduling issues, or coordination with outside agencies.

PROJECT MANAGEMENT: BHI offers a selection of highly skilled, ethical, and experienced project managers who have the proven capability to supervise and coordinate the assigned engineers and technicians. They are well versed in federal, state, and other agency policies, procedures, and rules. We take pride in our ability to be effective and proactive with the day-to-day project issues that can arise in the field.

CONSTRUCTION STAKING: Our team's construction staking technicians have experience in staking projects, ranging from multi-million-dollar highway projects to small subdivision infrastructure projects, and everything in between. Converting a paper plan set to a physical layout on the project site requires accuracy, persistence, attention to detail, and responsiveness to our clients. We have a history of successfully providing earthwork, pipeline, and highway staking services.

CONSTRUCTION INSPECTION: BHI has a long history of construction inspection for our clients in the private, municipal, county, state, and federal sectors. Our inspectors are highly skilled and experienced in the areas of documentation and reporting requirements based on construction plans and contract documents. Our inspectors hold the contractors to the strictest compliance with the projects plans and specifications.

CONSTRUCTION PROJECT TRACKER: Coordination during construction is important to the success of any construction project. BHI will use our construction BHITracker™ software to track requests for information, design revisions, submittals/shop drawings, field reports, field materials test reports, and other relevant documents. Key personnel and agencies may access the site using a username and password. Once access is established, BHITracker allows the user access to the documentation so they have the latest information available to them. The software is user friendly, and BHI's project manager will monitor the program to keep information flowing. Automatic email notifications will keep the responsible personnel aware if they have any outstanding items pending.

PROJECT CLOSEOUT: After all major systems and installations are substantially complete, our inspector schedules an inspection to generate a project punch list. Our inspector will conduct this inspection with all end users and agencies associated with the project. This process may consist of several different meetings or walk-throughs to ensure contract compliance. Upon distribution of the final punch list, the inspector will conduct a follow-up inspection to ensure all items are completed to your satisfaction. Once the project punch list is completed, the contractor is issued a certificate of substantial completion. Following these activities, we will assemble the closeout package, including record drawings and a certificate of substantial compliance along with all relevant testing and documentation, which shall be delivered to the Village for review and acceptance.

PROJECT CERTIFICATIONS

BHI has longstanding relationships with many of the agencies that could potentially be involved in the funding, reviews, and approvals of projects under this on-call. We have worked closely with NMDOT, FHWA, USACE, Lincoln County, and many of the other entities that could become involved in some of these projects. Where requested or needed, we will conduct meetings with these other agencies to facilitate the review and approvals associated with the funding, permitting, and certifications. In particular, we are very knowledgeable of the NMDOT final inspection review and certification process for local government funded projects such as LGRF or TPF. If the project has federal funding, we can also assist the Village in completing the proper documentation to comply with federal guidelines and in meeting the federal funding reimbursement requirements. We can assist the Village with the information needed for any environmental, right-of-way, utility, railroad, and ITS certifications.

401 AND 404 PERMITTING & STORM WATER POLLUTION PREVENTION PLANS (SWPPP)

BHI partner Epsilon has extensive experience with Clean Water Act permitting requirements, having completed both Nationwide and Individual Permits for Sections 401 and 404 of the Clean Water Act. BHI staff is also very familiar with Section 402 that governs sediment and pollutant control from construction sites. Our experience in this area ranges from preparation of temporary sediment and erosion control plans to authorship of SWPPPs. We will work with the Village to determine whether permitting is required, identify the type of permitting necessary, and assist the Village with developing the materials necessary for successful permitting submissions.

VISUAL AIDS/RENDERING/CONCEPT DEVELOPMENT

BHI's graphic design and visualization division has a wealth of experience in providing 3D modeling and graphic design services in support of our technical work. We have created 2D and 3D models, visualizations, renderings, animations, and dynamic presentations for a wide range of structural, planning, drainage, water systems, and transportation projects. By combining cutting-edge technology with artistic creativity, we successfully communicate the most technical of design concepts in ways that the public and stakeholders can readily visualize and understand.

We often place a proposed design within existing area imagery to create realistic 3D renderings that highlight what a project can look like both before and after construction. Our graphic team is also skilled in integrating 3D design linework with spatial data to produce convincing 3D animations of a proposed design within the surrounding terrain to demonstrate what the final project will look like. These techniques can be powerful tools in helping the public to understand the end-product. We frequently utilize drone technology to obtain aerial photography/video of a project site prior to any work being done so the stakeholders and the public can visualize the proposed changes to the area.

3. CAPACITY AND CAPABILITY

BUSINESS INFORMATION

Our multi-disciplined engineering structure allows us to combine our knowledge of local conditions with the resources and expertise needed to assist the Village with the engineering aspects for this contract. BHI presently has a total staff of more than 270 who specialize in different disciplines that can be used on any project required. In addition to BHI's in-house capabilities, our team adds expertise in additional services from COZ Engineering, Epsilon, Pland Collaborative, and Cobb, Fendley, & Associates.

Since this project is a village-wide open-end contract, there are no designated projects yet established or defined in the request for proposals. Regardless of the actual project assignments that may be administered through this contract, the BHI team can staff a team to respond and deliver to **meet your schedules.** Our multi-disciplined structure allows BHI to provide end-to-end services, from planning and mapping to construction engineering. BHI maintains a knowledgeable and efficient professional staff that is capable of **responding to project schedules and delivery projects accurately while providing cost-effective solutions.** For any given task order, our general approach allows us to meet schedules and budgets, along with managing project administration for client satisfaction.

BHI is familiar with the utilization of multiple-source funding, including FHWA, NMDOT, and Village funds. With our multi-disciplined team and resources, BHI is capable of performing a majority of the technical tasks required, while concurrently managing the communication aspects of each project.

BHI works with our clients to visualize projects, optimize resources, and realize the best solutions. We strive to design projects that are sustainable and sensitive to their environmental context, while contributing lasting value to the community. The organization chart illustrates our team structure and proposed staff assignments for your on-call projects. With the proposed team, we can focus our experience, ensure continuity from project start to finish, and take responsibility for project delivery. Our motto is that we deliver projects from concept through completion, and we look forward to continuing

to serve as an end-to-end service provider for Ruidoso.

BHI's depth of experience and breadth of capabilities – as witnessed by the completion of a significant number of diverse projects in a variety of locations – are continually expanding. These, combined with our proposed project team as shown in the organizational chart, will allow us to meet the needs of the Village for this contract. Each team member is qualified to do the work proposed under this contract, and we offer the capacity to take on new task orders. Please note the time percentages shown in the organizational chart are estimates and will vary by task order and the scope of work required.

Municipal Mindset

Being a native New Mexican firm, BHI has had over 64 years to form professional relationships with the many small villages, towns, cities, and counties in the state, along with the large cities and various state agencies. In addition to working with the NMDOT on many local government funded roadway projects, we have committed the people and resources to become partners with the smaller municipalities – places like Ruidoso, Belen, Roswell, Moriarty, Grants, Gallup, Hatch, Elephant Butte, Alamogordo, Otero County, Luna County, Lincoln County, and Grant County – and earn their trust by working with them through good times and bad. We look forward to serving you on a regular basis through this on-call contract and demonstrating how BHI can be one of your preferred service providers.

ORGANIZATIONAL CHART

RUIDOSO NEW MEXICO

Kurt Thorson, PE (15%)
PRINCIPAL-IN-CHARGE

Logan Brandenburg, PE (30%)
PROJECT MANAGER/LEAD ENGINEER

Alvin Dominguez, PE (15%)
CLIENT ADVISOR & PROJECT CLOSEOUT CERTICFICATIONS

Joseph Kaberlein, PE (30%)
Roadway/Trail Design

Kyle Flowers, PE (20%)
Roadway/Trail Design

Carl Vermillion, PE,PTOE (15%)
Lighting/Signalization

Scott Armstrong, PE (15%)
Drainage Engineering

Dean Christmas, PS (15%)
Surveying

Sean Melville, PE (10%)
Structural Engineering

Denise Aten, AICP (10%)
Planning and Public Outreach

Rebecca Maes (15%)
Grant Consulting

Anthony Dominguez (15%)
Construction Management & Grant Consulting

David Dawson (15%)
Construction Management

Mike Tungate (5%)
Project Visualizations

Skylar DeWeese, PE, RSO (5%)
Materials Testing

SUBCONSULTANTS:

PLAND Ladscape Architecture	COZ ENGINEERING Geotechnical	EPSILON SYSTEMS Enviornmental	COBBFENDLEY SUE/Survey & Drainage Support

BRIEF RÉSUMÉS

The following brief résumés demonstrate the experience of individual team members and why each was selected to be on the team to provide the Village with on-call services expertise. Each team member listed below has worked on Village projects under our previous and current on-call contracts and brings additional, extensive experience working for municipalities around New Mexico. While we strive to understand the local flavor of each of our municipal clients, we also understand there are overarching needs unique to municipalities over other entities. Needs like funding support, community representation, bidding support and negotiation, construction inspection management, project closeout and certification, and familiarity with NMDOT funding requirements. For that reason, we've assembled a team who can meet the special needs of a municipality.

KURT THORSON, PE | PRINCIPAL-IN-CHARGE

NM PE 13310 | 33 YEARS' EXPERIENCE

Kurt will serve as Principal-in-Charge and key contact person for each assignment. He manages transportation design projects and staff throughout development and production, along with coordinating survey, mapping, drainage, and structural design tasks associated with transportation projects, working closely with clients to ensure their project objectives are met. He was selected for this project because of his extensive experience overseeing on-call contracts, and his technical experience includes traffic access management, roadway and street design, trail design intersection geometric design (including roundabout geometrics), intersection grading, roadway signing and striping, drainage, and traffic signal and street lighting design. Kurt was also selected for this project because he is experienced in multiple agency design and review processes. Additionally, as a result of his wide range of experience in transportation studies and design, he provides realistic and cost-effective design concepts on every project which makes him ideal for this project. Kurt has also completed T/LPA certification.

Relevant Project Experience: Cree Meadows Multi-Use Path • Village of Ruidoso | Links Trail Rehabilitation • Village of Ruidoso | Moon Mountain Trailhead and Trail Design • Village of Ruidoso | Bridge Replacements Project • Village of Ruidoso (as a sub to WSP) | E. Mescalero Road Bridge Replacement • City of Roswell | Tribal Road 98 (TR 98) | Pueblo of Isleta

LOGAN BRANDENBURG, PE | PROJECT MANAGER/LEAD ENGINEER

NM PE 23908 | 16 YEARS' EXPERIENCE

As a transportation engineer and project manager, Logan thrives on figuring out how all the various pieces of the project puzzle get put into place, from planning through design and into construction. Transportation projects always have many moving parts to coordinate across disciplines, and Logan inherently sees how to line up all the pieces and knows where everything needs to go. He has assisted municipalities, counties, and the NMDOT in developing their transportation infrastructure, ranging from sidewalks and multimodal trails, to roadways and intersections, to interstates and interchanges. He has worked on many projects requiring the rehabilitation or installation of roadways. He has experience in both rural and urban contexts. He is proficient in many computer programs, such as AutoCAD, MicroStation, Inroads, and Microsoft Office.

Relevant Project Experience: US 70/NM 48 Intersection Design • Village of Ruidoso | E. Mescalero Road Bridge Replacement • City of Roswell | University Avenue • City of Las Cruces | Frost Road Roundabout • NMDOT

ALVIN DOMINGUEZ, PE | CLIENT ADVISOR & PROJECT CLOSEOUT CERTIFICATIONS

NM PE 12438 | 42 YEARS' EXPERIENCE

Alvin is a Senior Transportation Engineer who supports design teams in civil engineering projects, ranging from a variety of transportation projects, including roadway facilities and associated drainage for rural corridors to interstate interchanges. He also provides direct support in the completion of state and federal grant applications for transportation funds. Alvin has held several positions within NMDOT including Cabinet Secretary and District One Engineer, as well as local positions within District. He provided technical support to local governments while designing and constructing their projects to ensure they were built to NMDOT standards. Alvin's extensive career at the NMDOT gives him broad knowledge on traffic safety, planning, design, construction, maintenance, and engineering services relating to all transportation infrastructure and modes, including rail, aviation, transit, highways, and bridges.

Relevant Project Experience: E. Mescalero Road Bridge Replacement • City of Roswell | Starlite Road Emergency Repair • Village of Ruidoso US 70/NM 48 Roundabout Study • Village of Ruidoso | 2022 Local Government Road Fund (LGRF) Co-Op Program Certification • Village of Ruidoso | Engineer Certification 2020 Co-op Project • Village of Ruidoso | FY 2021 MAP Certification • Village of Ruidoso | MAP-7527(901) L200395 • Village of Ruidoso | MAP-7627(915) Professional Engineer's Certification • Village of Ruidoso | River Trail, Ph. III • Village of Ruidoso | Engineer's Certification MAP Project #L200617 • Village of Ruidoso

CARL VERMILLION, PE, PTOE | LIGHTING/SIGNALIZATION

NM PE 25650, PTOE 5364, RSP 1 | 10 YEARS' EXPERIENCE

Carl's experience includes traffic analysis, signal analysis, roundabout analysis, and future traffic needs analysis, including development of traffic generation models for new development. Carl was selected for this project for his experience in the analysis of alternatives and the integration of new design ideas to enhance corridor and intersection efficiency. He has been fundamental to the integration of multimodal facilities on many collector and arterial roadways throughout both urban and rural communities within the state. Carl's software expertise includes AutoCad Civil 3D, Synchro, HCS7, and TransModeler.

Relevant Project Experience: US 70/NM 48 Roundabout Study • Village of Ruidoso | | N. Main Street and Country Club Road Intersection and Signal Improvements • City of Roswell | Recreational Trails Program Grant, Las Cruces Lateral Trail • City of Las Cruces

SCOTT ARMSTRONG, PE | DRAINAGE ENGINEERING

NM PE 15782 | 31 YEARS' EXPERIENCE

Scott manages the day-to-day activities for multiple projects and brings significant experience in several areas, including H&H modeling, levee/reservoir/dam analysis and design, stream bank stabilization, natural channel design, roadway drainage, sedimentation pond design, and the hydraulic design of bridges. He is proficient in HEC-HMS, HEC-RAS, and ArcGIS and has a working knowledge of various engineering software applications working with AutoCAD.

Scott's experience also includes environmental engineering and planning work on numerous sites across the United States. These projects required knowledge in permitting with multiple agencies/jurisdictions, site characterizations, data gathering and analysis, water rights analysis and water flow measurement and monitoring, remedial design, and cost estimating.

Relevant Project Experience: | US 70/NM 48 Roundabout Study • Village of Ruidoso | Cree Meadows Multi-Use Path • Village of Ruidoso | Bridge Replacements Project • Village of Ruidoso (as a sub to WSP) | Upper Hondo Site 1 Dam Improvements • Upper Hondo Soil & Water Conservation District | Bachelor Draw Pedestrian Bridge • Town of Edgewood | E. Mescalero Road Low Water CBC Structure Crossing • City of Roswell

DEAN CHRISTMAS, PS | SURVEYING

NM PS 23788 | 13 YEARS' EXPERIENCE

As a Professional Surveyor in BHI's Las Cruces office, Dean leads field crews and assists other surveyors and project managers in a wide range of projects. He is responsible for overall survey phase project management and coordination of field survey data acquisition. He excels in topographic, construction staking, and cadastral surveying projects and supports photo control and geodetic surveying projects. Dean was selected for this project both because of his previous experience on Village projects and his breadth of surveying expertise.

Relevant Project Experience: Cree Meadows Multi-Use Path • Village of Ruidoso | Recreational Trails Program Grant, Las Cruces Lateral Trail • City of Las Cruces | Upper Hondo Site 1 Dam Improvements • Upper Hondo Soil & Water Conservation District | Bachelor Draw Pedestrian Bridge • Town of Edgewood | Camino Cinco Roadway Improvements • City of Elephant Butte

DENISE ATEN, AICP | PLANNING AND PUBLIC OUTREACH

AICP 023292 | 30+ YEARS' EXPERIENCE

Denise has more than 30 years of planning experience, including the implementation of a variety of infrastructure, land use, and environmental planning projects with a focus on public and stakeholder outreach and engagement, agency coordination, and community benefits. Her entire career has been spent on publicly funded transportation planning efforts resulting in a broad-based knowledge of Federal-Aid transportation funds available to local agencies, regions, states, and tribes. As project manager and under previous employment, she has worked closely with metropolitan planning agencies and council of governments on the funding processes required for expenditure of some of these funds, as well as supported the NMDOT in applying asset management and decision making tools to develop the Statewide Transportation Improvement Program (STIP). She is well-versed in the requirements around FHWA funds. She was selected for this project because she has successfully developed federal grant applications and previously updated the NMDOT Tribal/Local Public Agency Handbook with guidance on how to align with federal funding requirements.

Relevant Project Experience: US 70/NM 48 Roundabout Study • Village of Ruidoso | Charging and Fueling Infrastructure (CFI) Discretionary Grant • City of Roswell | Grant Support • NMDOT | St. Michael's Dr. Rail Trail Pedestrian Crossing/ Underpass | City of Santa Fe | Bicycle & Pedestrian Master Plan • City of Roswell

ANTHONY DOMINGUEZ | CONSTRUCTION MANAGEMENT & GRANT CONSULTING

10 YEARS' EXPERIENCE

Anthony Dominguez is a construction observer in BHI's Construction Engineering Group (Las Cruces office). His duties include monitoring and facilitating contractor-owner relations; ensuring the compliance and proper application of the project plans, contract documents, and specifications; documenting, researching, discussing, and providing solutions to design issues; and quantifying and providing justification of contract quantities and costs. Anthony applies a personal responsibility to each project that extends beyond the construction phase, to include constructability review during design and project closeout that provides a complete, turn-key project to the owner. He also helps in the coordination of the project with the contractor, the owner, the materials and testing laboratory, and survey crews and works toward developing a consensus among the stakeholders with a functional approach. His documentation skills for the construction phase of a project includes compliance with oversight agencies' guidelines and requirements that include testing documentation, workforce documentation, and ADA documentation, among numerous others. When required by the project, he monitors traffic control operations and performs concrete, soils compaction, and hot mix asphalt testing. He also coordinates and conducts final inspection of work as required by the project, funding agency, and the client.

Relevant Project Experience: Anthony reviewed the grant application for the US 380 Project with NMDOT, and has also been involved with the City of Roswell and Curry County on Safe Streets 4 All grant projects.

SUBCONSULTANT PARTNERS

We understand the nature of on-call contracts is such that individual task orders may differ significantly in the services and expertise required for execution. For this reason, BHI maintains professional relationships with a wide variety of New Mexico-based providers of specialty services in addition to those listed below and in the organization chart.

CobbFendley | SUE and Survey/Drainage Support

In their 45-year history, CobbFendley has successfully completed thousands of SUE projects for their clients. The firm has provided SUE services all throughout New Mexico, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays. CobbFendley's utility coordination and design experts maintain existing contacts and working relationships with numerous local private utility companies and public agencies, and their staff is experienced in implementing city, county, state, and job specific utility coordination and design procedures. To accommodate project and schedule requirements, CobbFendley has professional engineers and surveyors with experience in SUE, utility design, and utility coordination. CobbFendley also has survey and drainage staff that are available to augment the BHI team as needed, and provide additional resources.

Epsilon Systems | Environmental Services

Epsilon Systems is a certified resident New Mexico business with regional operations based out of Las Cruces. Epsilon specializes in providing high-quality environmental compliance services throughout the US since 1998. The firm's team of professional archaeologists, historians, architectural historians, biologists, National Environmental Policy Act (NEPA) specialists, and GIS personnel has served federal, state, municipal, and private project proponents in the Southwest since 2006.

Brad Beacham has served as the manager of the Environmental Program for New Mexico since 2012, with responsibilities inclusive of agency coordination, project management, as well as the completion of NEPA, Natural Resources, and Cultural Resource surveys and documentation in compliance with the provisions of the National Historic Preservation Act of 1966, as amended through 1992; the New Mexico Cultural Properties Act (18-6-1 through 18-6-17 New Mexico Statues Annotated [NMSA] 1978); and the Prehistoric and Historic Sites Preservation Act (18-8-1 through 18-8-9 NMSA 1978), and applicable regulations. These activities have been successfully completed in support of the development of commercial and municipal infrastructure throughout New Mexico.

Coz Engineering | Geotechnical

Dan Cosper has 25 years' experience providing geotechnical evaluation and reporting for projects, including municipal structures, commercial structures, schools, residential, industrial structures, pavement section design, rail track, refineries, railroad bridges, and highway bridges. He has performed investigations for wastewater treatment plants, including foundation design for clarifiers, digesters, and embankments, and has evaluated slopes, borrow areas, and retaining walls. He has provided forensic engineering for structures that have experienced foundation movement due to soil issues and has provided remedial solutions. Dan has also performed quality assurance testing and project management on highways, railroads, bridges, large commercial and industrial structures, casinos, municipal water storage tanks, retaining walls, and lift stations.

TEAM'S LIST OF CURRENT PROJECTS

As a regional firm with annual gross revenue over $50M and more than 270 employees, BHI has hundreds of projects active at any one time both through our on-call and project-specific contracts. While each project presents a unique scope, schedule, budget, and deliverable, having defined steps that move our projects from negotiation to closeout ensures that our clients can expect a focus on effective project management from our company that is consistent from project to project. Regardless of the client, our approach to managing the work remains the same. Responsiveness and communication are the keys to successful execution of the work under any contract.

Our team can also easily draw upon the expansive BHI personnel in other offices to have the availability to handle any tasks or projects assigned under this contract. We believe the depth of our team and resources in professional service areas are very useful if multiple tasks should be requested simultaneously. Our project team is flexible enough to shift onto projects to meet extremely tight deadlines as necessary. To ensure that the Village's schedules and budgets are being met, our project manager is always mindful of resource needs and associated costs and draws upon the depth of available resources from our team.

4. PAST RECORD OF PERFORMANCE

E. MESCALERO ROAD BRIDGE REPLACEMENT | CITY OF ROSWELL

Reference: James MacCornack, PE | Director of Engineering and Infrastructure, City of Roswell | 575.637.6288 | j.maccornack@roswell-nm.gov

After an extreme rainfall event compromised the existing low water crossing over the South Berrendo Creek, the City sought to plan, design, and construct a new bridge on E. Mescalero Road (utilizing NMDOT funds) and enlisted BHI for the professional design and project development services associated with the bridge replacement.

Our project development services included hydraulic review, flood review, permitting, surveying, and geotechnical and environmental investigations provided by specialty subconsultants for the recommended 2 barrel, 10'x10' concrete box culvert (CBC) located adjacent to a live suspended waterline. Design tasks included topographical and river surveys, preliminary and final design, and bidding and construction support services. This project was completed on time.

Relevance: NMDOT-funded project; located within NMDOT District 2; Flood Relief Project

After this project was completed in 2024, it successfully survived and endured the record-breaking floods during the fall of 2024 in Roswell.

LINKS TRAIL AND MOON MOUNTAIN TRAIL | VILLAGE OF RUIDOSO

Reference: David Tetreault | Parks and Recreation, Village of Ruidoso | davidtetreault@ruidoso-nm.gov | 575.257.5030

Links Trail: BHI prepared plans and contract documents to rehabilitate an existing multi-use path that circles the Sierra Blanca Golf Course with connections to NM 48 (Mecham Drive) along White Mountain Drive. The project also included Hull Loop, which connects the Links Trail to Hull Road. The overall length was approximately 4 miles. The project followed the NMDOT 2019 T/LPA Handbook, including certifications for ITS, railroad, right-of-way, and utilities.

Using provided survey information, BHI established a horizontal and vertical alignment that best fits the existing path alignment. Grading and landings were designed in several areas with steep running slopes. ADA ramps were designed for the intersection of Sierra Blanca Road. The existing trail connection to White Mountain Road contained drop inlets with a storm drain pipe outfalling to the golf course. Asphalt berms were constructed in the trail so the drop inlets would collect water. These berms are not ADA compliant. BHI proposed sloping the trail towards White Mountain Road with a valley gutter. Median drop inlets in the valley gutter pick up stormwater. The existing drop inlets in the trail were be capped.

Epsilon Systems provided the environmental clearance for the project, including biological and cultural resource surveys and a Categorical Exclusion. One archaeological site adjacent to the trail required monitoring during construction. The first phase of this project (loop around the golf course) was completed in 2024.

Moon Mountain Trail: BHI assisted the Village of Ruidoso with Phase 1 of the Moon Mountain Recreational Trail. The project included approximately 5 miles of compacted-earth and unsurfaced trails designed for mountain bikes, including the Lunar Orbit Loop, Summit Connectors, and Summit Loop. The project followed the NMDOT T/LPA Handbook and utilized the NMDOT Standard Specifications for Highway and Bridge Construction.

BHI established centerline, typical sections, and general notes with which to build the project. Wayfinding signage and information on trail difficulty will be added for users.

Since the trails are on a State Land Office (SLO) lease, BHI and subconsultant Epsilon Systems coordinated with the SLO on the level of effort for the environmental documentation, including a natural resources survey and preparation of a Biological Assessment, a cultural resources survey of portions of the project area that have not been previously surveyed, and preparation of a Categorical Exclusion.

BHI prepared all contract documents for bidding, construction management, inspection, and quality control testing services during construction. The project was completed in 2024.

Both projects were completed on time in 2024.

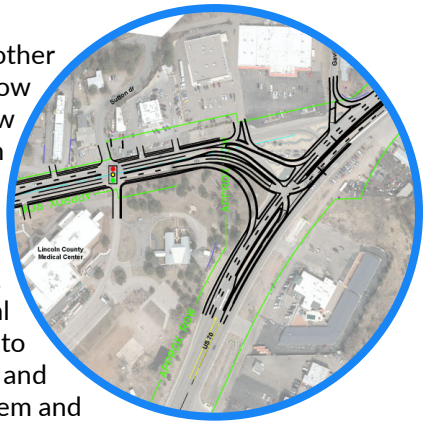
Relevance: Federal Funding – NMDOT T/LPA Project; Roadway/Multi-Use Trail Design; Surveying; SUE; Environmental; Geotech; Construction Management

US 70/NM 48 INTERSECTION STUDY | VILLAGE OF RUIDOSO

Reference: Ronald L. Sena | Village Manager, Village of Ruidoso | 575.258.4343 | RonaldSena@Ruidoso-nm.gov

In 2006, BHI conducted a study of the US 70/NM 48 intersection that resulted in a conceptual design of a roundabout to replace the existing signalized intersection. The installation of a roundabout would have solved operational deficiencies at the intersection and provide access to vacant land east of US 70 that was in the process of being developed. However, due to funding constraints, the NMDOT was unable to prioritize the resources to reconstruct the intersection. Over the next several years, there were several attempts to secure funding needed for the project, but the NMDOT and Village of Ruidoso were not successful.

In 2020, utilizing our existing on-call, the Village of Ruidoso tasked BHI with an analysis of the intersection once again to see if a roundabout was still feasible. The traffic study also evaluated the NM 48 Corridor from US 70 to Mescalero Trail. This was included because of the construction of a new medical facility (Lincoln County Hospital) that is located on the south side of NM 48 (Sudderth Drive) and the need to improve access and circulation for the roadway system adjacent to the new medical facility. Due to growth in the area that had occurred for 15 years since the original study had been conducted, a roundabout was determined to no longer be a feasible solution for the intersection. The study evaluated several different roundabout configurations that included connectivity to Gavilan Canyon Road as well as access to properties on the east side of US 70.



Since the study concluded that a roundabout would not work, the team considered other options and developed an innovative intersection alternative to improve traffic flow and operations. BHI recommended a High-T configuration that would allow free flow movements for the higher volume traffic and minimize red time at the intersection for those higher volume movements. Once the traffic and operational analysis was complete, a conceptual design of the recommended improvements was developed to determine scope of construction needed and to prepare a preliminary estimate of construction costs. The preliminary engineering services included survey and mapping, drainage analysis and design, public involvement and outreach, and initial environmental investigations. This conceptual engineering was used by the Village of Ruidoso to coordinate with NMDOT District 2 to seek the funding that is needed for final design and construction. This is still a high priority for the Village, and BHI continues to support them and is currently under contract to prepare environmental clearances and a design package, however the project is currently on-hold until NMDOT can establish needed drainage management strategy for US 70 within the project area. This project is currently underway.

Relevance: Alternatives Analysis; Conceptual Design; Survey and Mapping; Drainage Analysis, intersection design

5. FAMILIARITY WITH THE VILLAGE OF RUIDOSO

BHI and our teaming partners are very familiar with Ruidoso from our work on area projects, including for the Village of Ruidoso. As the Village On-Call Engineer, we have been providing professional consulting services for many projects, including the trail projects described above, the Ruidoso Traffic Calming Guide, and the Ruidoso Roadway Design Guide. Under a separate contract, as part of a planning team, we provided support for the Ruidoso Comprehensive Plan. Our proposed team members CobbFendley and Epsilon have assisted with the trail projects described above; in addition, they have assisted with other projects in the area, including projects at the schools. CobbFendley has recently completed post-

fire hydrology and hydraulics modeling for the Village to assist the Village to establish an interim FEMA floodway/zone map that the village can use to help property owners of potential flooding risks moving forward.

Alvin Dominguez has helped advise and alert the Village with NMDOT funding applications and has been available to assist your staff with other technical advice, including securing certifications for LGRF projects in the Village. He is familiar with your community because of his previous positions at the NMDOT and can bring his historical knowledge of the area to help guide the team on projects that will be developed through this on-call contract.

Currently, BHI is performing engineering services for other clients in your area. Projects include drainage engineering task orders to improve the infrastructure along US 70 with the NMDOT. Logan Brandenburg, proposed Project Manager, is in the area frequently attending field surveys and developing designs for the rehabilitation and replacement of roads and drainage structures impacted by recent flooding. He has toured numerous areas impacted with Village staff including six bridge sites that were originally washed out in 2008. **Logan is 100% Team Ruidoso! He is ready to continue standing side-by-side with Village staff and help to design and rebuild damaged infrastructure.**

6. CURRENT VOLUME OF WORK NOT 75% COMPLETE

As part of our on-call contract, we are currently working on the following projects with Ruidoso that are less than 75% complete:

- US 70/NM 48 Intersection Design (16.54% complete)
- Starlite Road Emergency Repair (69.44 % complete)
- Restoration and Improvements - FEMA DR-4795-NM PW #9, 21, & 163 (23.34 % complete)
- FEMA DR-4795-NM PW #11, 24,290, & 299 (1.99% complete)

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Kurt D. Thorson October 14, 2025
Signature Date

Senior Vice President
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP#2026-001P
On-Call Professional and General Engineering Services

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Kurt Thorson, PE | Senior Vice President
Typed Name & Title of Authorized Representative

October 14, 2025 Kurt D. Thorson
Date Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP#2026-001P
On-Call Professional and General Engineering Services

STATE OF New Mexico)
) SS
COUNTY OF Bernalillo)

Kurt Thorson, being first duly sworn, deposes and says:

That he/she is Senior Vice President of Bohannan Huston, Inc.
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: Kurt D. Thorson

SUBSCRIBED and sworn to before me this 9th day of October 2025.

CLAIRE BLUETT
Notary Public
State of New Mexico
Comm. # 1116227
My Comm. Exp. Nov 4, 2028

Notary Public: Claire Bluett

My commission expires: November 4, 2028

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APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2024-003P
On-Call Professional and General Engineering Services

Firm: Bohannan Huston, Inc. Date: October 14, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. BHI has no competitively awarded projects.					
2.					
3.					
4.					
5.					
			Totals		

Table B-On-Call Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. RFP 2024-003P*	1/10/2024	Not capped	$2,610,001.15	22%	$574,182.20	$2,035,818.95
2.						
3.						
4.						
5.						
		Totals	$2,610,001.15		$574,182.20	$2,035,818.95

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6

months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

*Task Orders contracted under BHI's Village of Ruidoso On-Call Professional & General Engineering Services Contract (contract code RFP 2024-003P) include the following:

+ US 70 NM 48 Intersection Design
+ Starlite Road Emergency Repair
+ Restoration and Improvements - FEMA DR-4795-NM PW #9, 21, & 163
+ FEMA DR-4795-NM PW #11, 24, 290, & 299

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **BOHANNAN-HUSTON, INC.**

DBA: **BOHANNAN-HUSTON, INC.**
7500 JEFFERSON ST NE
ALBUQUERQUE, NM 87109-4338

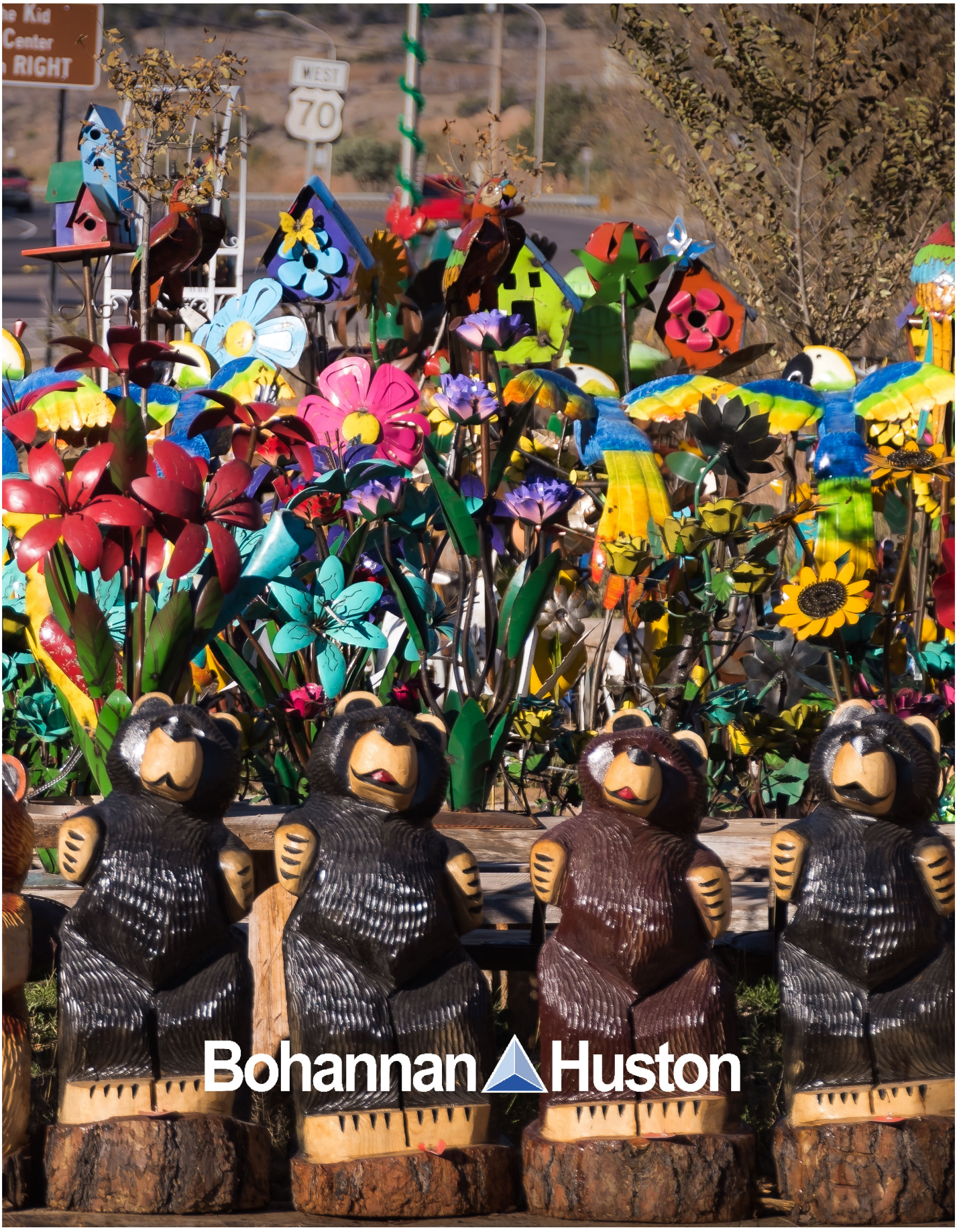
Expires: **16-Nov-2026**

Certificate Number:

L0937286256

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE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70
Bohannan Huston

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 27, 2025

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	$128	$143	$168	$188	$213	$248	$273
SURVEYOR	$128	$143	$168	$188	$213	$248	$273
TECHNICAL MANAGER Project Manager, Data Scientist, Construction, IT	$128	$143	$168	$188	$213	$248	$273
PLANNER Community, Transportation	$113	$123	$148	$168	$188	$218	$273
DESIGNER Civil, Structural, Mechanical, Electrical, Survey, Geospatial	$108	$118	$143	$153	$173	$193	$213
PROJECT ADMINISTRATOR	$103	$123	$148	$168	$188	$213	$233
CONSTRUCTION OBSERVER	$98	$103	$113	$118	$133	$148	$188
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, GIS Tech, Graphics Specialist	$88	$93	$113	$118	$133	$143	$158
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	$73	$83	$98	$108	$118	$143	$163
ADMINISTRATIVE PROFESSIONAL	$73	$83	$98	$108	$118	$123	$138

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem - Field personnel in accordance with the latest GSA Schedule based on location of service

Travel - Office/Professional staff travel costs (Air, car, meals and lodging) will be billed at cost

Survey Equipment Charge - $33.00/Hour

Survey Material Charge - $7.00/Hour

GIS Equipment Charge - $25.00/Hour

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

Web/Data hosting fee **$ 1,295.00** per month

Web/Data hosting Setup **$ 5,000.00** per site

Bohannan Huston

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR

On-Call Professional and General Engineering Services

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Stantec Consulting Services, Inc. hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Stantec Consulting Services, Inc.
Gabby Contreras-Apodaca
ATTN: Principal, Transportation
Street: 3831 E. Lohman Avenue, Suite 200
City, State, Zip: Las Cruces, NM 88011-8447
Phone: 575-366-2991
Email: gabby.contreras-apodaca@stantec.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP#2026-001P On-Call Professional and General Engineering Services and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. <u>Scope of Work</u>.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. <u>Compensation.</u>

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Gabby Contreras-Apodaca

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes,

remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)
B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).
C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.
E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:	Stantec Consulting Services, Inc.
Lynn D. Crawford, Mayor	Gabby Contreras-Apodaca, Principal, Transportation
Date:	Date:

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX F – DETAILED SCOPE OF WORK

RFP#2026-001P
On-Call Professional and General Engineering Services

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide Professional and General Engineering Services to include Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for the Village of Ruidoso, with a focus on design and construction of recreation trails and pathway design and roadway design and drainage under an On-Call Service Agreement. Applicants must be licensed professional engineer in the State of New Mexico.

Applicants must have experience with the New Mexico Department of Transportation (NMDOT) Federal Highway Administration (FHWA) Recreation Trail and Pathway Design and Roadway Design and Drainage. Applicants must also be certified on the Tribal/Local Public Agency (T/LPA) process prior to entering into agreements with the Village and obtaining Federal funds. Federal-Aid Highway funds are only available to T/LPAs that obtain the required certification. (See Attachment A)

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
[X] Programming Phase
[X] Schematic Phase
[X] Design Development Phase
[X] Construction Documents Phase
[X] Bidding & Negotiations Phase
[X] Construction Administration Phase
[X] Post-Construction Phase

Engineers
[X] Study and Report Phase
[X] Preliminary Design Phase
[X] Final Design Phase
[X] Bidding & Negotiations Phase
[X] Construction Phase
[X] Operational Phase

Surveyors
[X] Property Boundary survey
[X] Topographic Survey
[X] Easement Survey
[X] Right-of-Way Survey
[X] Inspection Report

Planning Studies
[ ] Comprehensive Plan
[ ] Strategic (i.e. issue specific)
[X] Mapping and/or Zoning
[X] Other Planning Tasks

Projects May Include:

- Design and construction of multi-use pathways and walking trails
- Design and construction of multi-use path, lighting, and trail amenities
- Engineering for federal, state, and local trails and roadways
- Roadway design and construction
- Drainage design and construction
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services

- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation
- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; environmental investigations; architectural and landscape design services; as well as administration of FEMA/FHWA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for NMDOT, FHWA, and Village or Ruidoso review and inspection
- Preparing a final construction project report as required by NMDOT and FHWA Guidelines

Village of Ruidoso

On-Call Professional and General Engineering Services
Funding Sources: Local, State, and Federal

DIGITAL

A.

Signed Letter of Transmittal

Appendix D

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-001P
On-Call Professional and General Engineering Services

Offeror Name: Stantec Consulting Services Inc. **FEIN#** 11-2167170

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

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

Stantec Consulting Services Inc.
3831 E Lohman Avenue, Suite 200 Las Cruces, NM 88011-8447

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

Name Gabby Contreras-Apodaca
Title Principal, Transportation
E-Mail Address gabby.contreras-apodaca@stantec.com
Telephone Number (575) 366-2991

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

Name Gabby Contreras-Apodaca
Title Principal, Transportation
E-Mail Address gabby.contreras-apodaca@stantec.com
Telephone Number (575) 366-2991

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

Name Gabby Contreras-Apodaca
Title Principal, Transportation
E-Mail Address gabby.contreras-apodaca@stantec.com
Telephone Number (575) 366-2991

5. Use of Sub-Consultants (Select one)

____ No Sub-Consultants will be used in the performance of any resultant contract OR

_X_ The following Sub-Consultants will be used in the performance of any resultant contract:

GEOMAT Inc., T2 Utilities Engineers, Barr Engineering, Square Root Services, All Traffic Data/Rekor Systems

(Attach extra sheets, as needed)

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

n/a

(Attach extra sheets, as needed)

7. _X_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

_X_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_X_ I acknowledge receipt of any and all amendments to this RFP.

J C Aprdaca — October 14, 2025

Authorized Signature — Date

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

B.
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C.
Proposal Summary

CORPORATE EXPERIENCE + CAPABILITIES

Stantec offers comprehensive consulting, engineering, and support services tailored to the needs of small communities, municipalities, and rural governments. Our expertise spans securing and managing state and federal grant funding, developing effective planning documents, and delivering engineering and design solutions for projects of all sizes. This integrated team provides specialized surveying, landscape architecture, and multi-use trail design, emphasizing sustainability and community connectivity. We have a thorough understanding of environmental permitting, geotechnical engineering, and advanced civil design, utilizing modern technologies and collaborative approaches so that projects are completed efficiently, within budget, and in compliance with regulatory standards. We are committed to partnering with our clients to enhance infrastructure and environmental stewardship for long-term community benefit.

SPECIALIZED DESIGN + TECHNICAL COMPETENCE

Stantec has an extensive multidisciplinary team, local expertise in New Mexico, and proven experience with complex projects such as bikeway networks and roadways in mountainous terrain. This team excels at integrating innovative solutions, advanced digital tools, and visualization technologies, enabling efficient project delivery and effective stakeholder engagement. The proposed seasoned professionals have deep connections to local agencies like NMDOT, which helps to streamline processes and provide practical, cost-effective solutions tailored to challenging environments. Our approach to issue resolution and commitment to community-focused outcomes further highlight the technical proficiency and adaptability of this team.

CAPACITY + CAPABILITY OF THE OFFEROR TO PERFORM THE WORK

Our approach emphasizes robust schedule and cost monitoring, risk management, reliable client communication, and focused quality assurance/quality control (QA/QC). Project schedules are developed using critical path methods, regularly updated, and closely monitored to mitigate delays. Cost estimates are grounded in local market data and updated throughout design stages to keep projects on budget, and the ability to apply flexible bidding strategies when needed. Risks are documented, tracked, and addressed collaboratively with clients, while quality assurance is maintained via strict internal reviews and compliance with International Organization for Standardization (ISO) standards. Effective communication is key and will be led by our dedicated client manager. Our extensive experience with on-call contracts highlights this team's capacity for managing diverse project tasks and delivering solutions tailored to meet community needs.

PAST RECORD OF PERFORMANCE

Stantec was recently awarded the On-Call for General Engineering Services with NMDOT District 2, which incorporates the Village of Ruidoso. Similar completed work is highlighted in Chapter F of this document and includes:

+ US180 Multi-Use Path in Santa Clara, NM
+ Town of Clayton Container Park in Clayton, NM
+ Rio Rancho 2nd Street Drainage Improvements in Rio Rancho, NM

PROXIMITY TO OR FAMILIARITY WITH THE AREA IN WHICH THE PROJECT IS LOCATED

Stantec has a strong understanding of the Village of Ruidoso's (Village) unique project area, having completed numerous projects in similar mountainous regions across New Mexico and directly supporting the Village with expertise from its nearby offices. We are well-acquainted with the area's steep, rugged terrain, narrow roadways, and the challenges these present for expanding transportation infrastructure. Our knowledge extends to local transportation dynamics, such as traffic congestion during tourist seasons, the need for traffic calming, and the growing interest in alternative modes of transportation and economic activities like recreational biking. We are familiar with ongoing issues like business access along major drives, coordination with the New Mexico Department of Transportation (NMDOT), and the Village's interest in enhanced walkability, improved school access, better trail connectivity, and expanded public transit.

D.

Response to Contract Terms & Conditions

RESPONSE TO CONTRACT TERMS & CONDITIONS

Stantec has thoroughly reviewed the terms outlined in the Professional Services Agreement (Appendix C) accompanying this request for proposal (RFP). At present, we have no concerns regarding these terms and do not anticipate any arising should our team be selected to perform the work.

Thank you for the opportunity to participate in this process. We look forward to the possibility of working together.

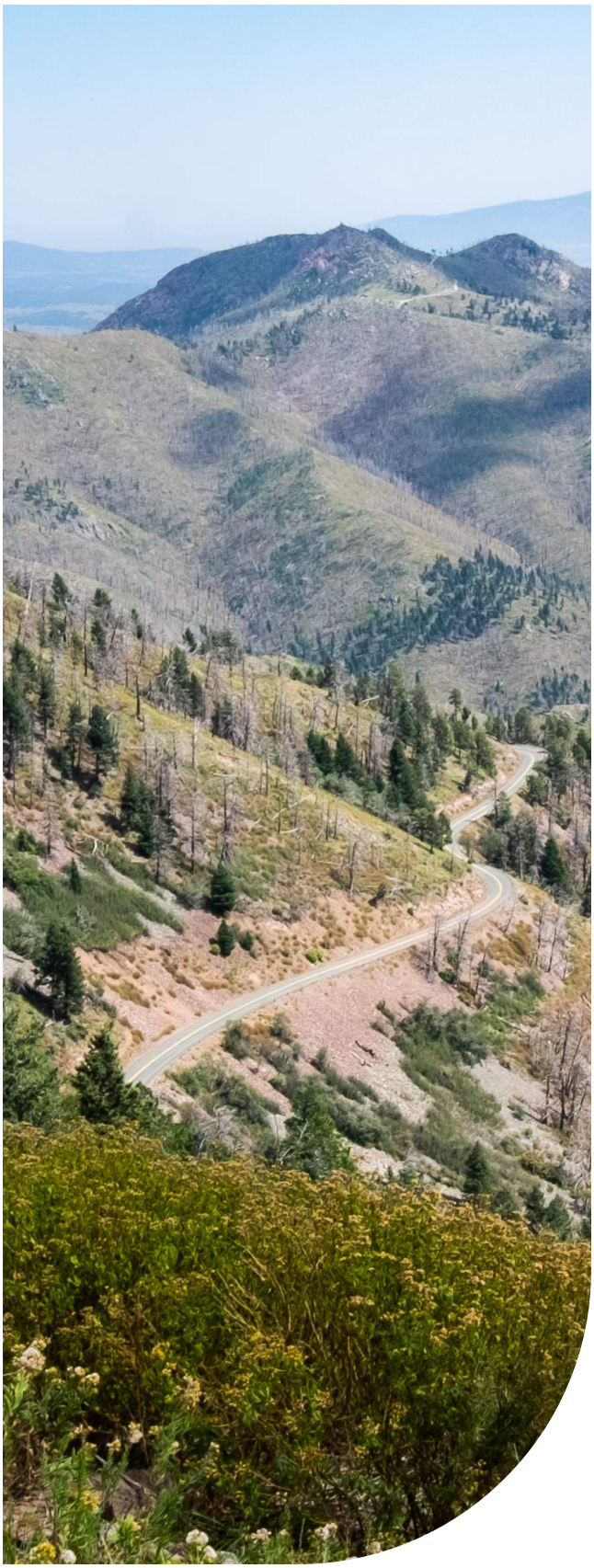
Village of Ruidoso, NM

E.

Offeror's Additional Terms & Conditions

OFFEROR'S ADDITIONAL TERMS & CONDITIONS

Stantec does not have any additional Terms or Conditions.



Windy Point | Ruidoso, NM

F.

Response to Specifications

1. Corporate Experience and Capabilities

GRANT FUNDING, SEARCHING, AND APPLICATION CONSULTING

Many of Stantec's clients are small water associations, municipalities, and rural county governments with limited fiscal capacity and little room for minor budget overruns. They depend on federal and state government grants, requiring rigid schedule compliance to qualify for future funding.

We will assist the Village with identifying and applying for funding opportunities to meet the needs of this contract—coordinating efforts and sharing our expertise to strengthen the Village's visibility with state and federal agencies.

To stay current with all processes and guidelines, our New Mexico funding manager, **Lisa Campbell**, regularly attends application and implementation workshops about grant and loan programs in the state. She is well-known and highly respected by representatives of various funding agencies. With Lisa's guiding expertise, our team will aid the Village in identifying funding sources and assisting with financial packaging and funding applications.

It's crucial that our teams work seamlessly together to complete projects within the time allowed and within budget, so communities can close out projects before the next application cycle begins. When applications are successful, our team also searches for additional funding sources to enable our client to complete larger projects and subsequent related work.

Effective planning is key to maximizing your opportunities to secure funding and avoid delays in planning and construction. We believe that our success in grant writing comes from the processes we follow. All applications, including the scope of work and cost estimate, are reviewed by an appropriately experienced registered engineer.

Lisa will partner with the Village throughout the administration process, including managing the funding source's rules and regulations. We'll seek to acquire interim financing for projects, when necessary, which is a source of early funding for projects that need to pay pre-development costs before receiving federal program funding.

FUNDING PROGRAMS STANTEC HAS SUPPORTED

New Mexico Department of Transportation
Safety Improvement Program, Municipal Arterial Program, County Arterial Program, School Bus Route, Cooperative Agreement Program, Enhancement Funds, Safe Routes to School Program, Legislative Severance Tax Bonds, Transportation Project Fund

New Mexico Environment Department
Clean Water Revolving Loan Fund, Drinking Water Revolving Loan Fund, Special Appropriations Grants, Rural Infrastructure Program

Community Development Block Grant (CDBG)
Stantec has completed more than a hundred CDBG-funded projects in New Mexico.

New Mexico Department of Finance and Administration
Division of Local Government (LGD) Community Development Block Grant Program, Planning Grants, Economic Development Funds, Emergency Funding

New Mexico Finance Authority (NMFA)
Water Trust Board, Planning Funds, NMFA Colonias

US Department of Agriculture Rural Development
Regular Water and Wastewater Grant Program, Colonias Water and Wastewater Grant Program, Community Facilities

FEMA Department of Homeland Security (DHS)
Hazard Mitigation Assistance

US Army Corps of Engineers
Civil Works Program

US Economic Development Agency
Planning Program and Local Technical Assistance

New Mexico Office National Resources Trustee
Recreational Trails Program

Federal Highway Administration
Community and System Preservation Program, Scenic By-Ways Program, and Transportation Alternatives Program

CONSULTING, ENGINEERING, PLANNING AND DESIGN SERVICES

Consulting and Planning

We understand how to deliver an array of different project complexities and are prepared if challenges arise. Our creative and collaborative approach to planning prevents problems from the start. It provides early warnings for course correction on the rest of the project. We're passionate about creating a sense of certainty from the beginning, you can meet your objectives with confidence—and without crisis.

Our team frequently prepares Preliminary Engineering Reports (PERs) for New Mexico communities as most funding agencies require them to be prepared, or the preparation of a PER provides our clients with a better score and, therefore, a better chance of obtaining funding. A PER would evaluate current conditions affecting the project, investigate potential alternatives, develop opinions of probable construction costs (OPCCs), include schematic layouts for the selected alternatives, and analyze lifecycle costs, operating costs, utility rates, and local population trends as applicable. We prepare our PERs in accordance with US Department of Agriculture (USDA) standards, which are accepted by federal and state funding agencies.

In addition to PERs, we prepare alignment/corridor studies, feasibility studies, asset management plans, comprehensive plans, 40-year water plans, conservation plans, rate studies, and master plans for our clients, depending on our client's specific needs. Often, when a community already has funding available for planning and design services, a feasibility study can be performed, saving the community some upfront costs by not having to prepare a full-blown PER. We work closely with our clients to understand the problems experienced—during the past, present, and foreseeable future. Our team also understands the desired solutions and provide additional alternatives the client may not have considered yet. It is important that we understand the client's financial status and intended funding they wish to pursue, so we can tailor the planning document to the client's precise needs.

Funding and schedule are major considerations and are addressed in the planning phase where design approach, preliminary estimates, and phasing opportunities are developed and reviewed. Often, planning workshops are held to establish requirements for a project, build upon previous discussions, gather stakeholder input and Village user preferences, discuss issues already identified, fill data gaps, and review design concept models and cost analyses.

We are committed to bringing expertise, passion, and a collaborative spirit to the Village's planning projects. Our team strives to be a part of the Village's successful planning, which will positively impact its infrastructure for decades to come.

Freeport McMoRan Chino-Cobre Haul Road | Hanover, NM

Engineering and Design

Our New Mexico design team has completed hundreds of municipal, county, state, and federal projects ranging from less than $50,000 to more than $20,000,000. We have extensive expertise in all facets of engineering design.

During the development of a project, different design stages and reviews will be considered and submitted for the Village's approval. The number of reviews may differ depending on the phase and milestones. These are established at the onset of the project during scoping and kick-off. The first review milestone will typically be the preliminary design, corresponding to 30% of project completion. During this period, a conceptual design and selection of potential alternatives will be performed. At this design stage's end, conceptual plans and a conceptual cost estimate will be prepared.

The second design stage is equivalent to 60% project completion. The design of the selected alternative will be carried out at this stage. The comments received during the 30% submittal will be incorporated, and an updated cost estimate will be prepared.

The third design milestone is the final design stage, which corresponds to a 90% submittal. At this stage, comments on the 60% submittal are addressed, and drawings, specifications, and a cost estimate are essentially complete.

The final submittal includes engineer-stamped and signed plans, technical specifications, and an OPCC is finalized. The number of plan sheets, and specifications prepared and delivered to the client, will depend on the project. However, we will work with you to verify all plans and specifications meet your current standards and are produced in the required media and timeframe.

SURVEYING SERVICES

Surveying is the science of collecting, analyzing, displaying, and managing spatial information. The art is in interpreting this information for legal matters of land definition or to support mapping, design, and construction activities. Addressing unique aspects of each project, our experts offer survey services that include boundary and cadastral surveys, topographic mapping, construction staking, residential builder layout, American Land Title Association and American Congress on Surveying and Mapping (ALTA/ACSM) surveys, 3D laser scanning, geodetic and control surveys, route surveys, as-built surveys, aerial photogrammetric mapping, water rights surveys, hydrographic/ bathymetric mapping, and subsurface utility engineering.

Our survey team also performs property surveys and develops easement and ROW mapping. We have completed plats with legal descriptions for the acquisition of rights-of-way and/or easements and, for larger projects, ROW mapping together with title searches per NMDOT requirements. We also have a ROW acquisition team that provides acquisition services to clients.

Our in-house survey team can perform all the services outlined within the RFP and will occasionally team with surveying subconsultants when needed depending on availability and cost. We want to provide the Village with the best product and price available.

LANDSCAPING ARCHITECTURAL SERVICES

Our architectural and landscape architectural teams are heavily invested in our New Mexico communities. Our New Mexico team will have the support of our global landscape architecture practice, connecting our landscape architecture teams across all our North America offices to leverage their knowledge, creativity, and experience. Our team's array of talent will collaborate and work seamlessly across teams and offices to produce work that brings the Ruidoso community closer to nature, and closer to each other.

Multi-Use Trails

Functional and accessible circulation networks support community vitality, attract and retain residents, and contribute to quality of life and economic sustainability. At Stantec, we believe successful trail and pathway networks require a deep understanding of the land, a strong vision, and a dedicated and experienced team of professionals. Working closely with our client and stakeholders, we create pathways that function in harmony with the natural landscape and roadways. Trails can be used to preserve, define, or link open space, provide a natural respite in urban areas, protect the environment, and preserve cultural resources. Our experience includes multimodal systems. Our approach to design allows users to access, explore, and enjoy these special areas while offering protection for natural and scenic resources.

Figure 1: *Proposed Beautification | City of Deming, Intersection of Gold and Cedar - Before*

Figure 2: *Proposed Beautification | City of Deming, Intersection of Gold and Cedar - Rendering*

Natural Environments

Natural areas can offer long-term benefits for generations of park and open space users. Natural environments not only play an important role in habitat protection, but they also enhance public use and enjoyment of a site, creating inspiring recreational opportunities, fostering an understanding of natural world, and promoting stewardship. Stantec's planners and landscape architects take a comprehensive inventory of an existing site and its natural surroundings and deliver aesthetically striking designs that are responsive to the environmental context. Through thoughtful planning, design, and ecological restoration strategies, we are able to protect, enhance, help maintain natural environments as an integral part of the park and open space system, allowing users to experience the unique qualities of nature, and the capacity for wonder.

Sustainable Solutions

As a Corporate Knights Top 10 sustainability ranked company-#8 overall and #1 among industry peers-our team is committed to the principles of sustainability and stewardship in every area of our practice. "Sustainable" means delivering on the triple bottom line of environmental, social, and economic responsibility. We provide solutions to our clients by offering cost-effective and environmentally responsible services that contribute to ensuring a viable, healthy future for our world. We understand that the success of trail systems depends on balancing the fulfillment of human needs now, while protecting the natural environment for the future. Our experienced professionals work with clients to implement progressive, cost-effective strategies for sustainable development to manage the overall environmental impact. We aim to identify sustainable solutions for parks and open space projects, creating a responsive fit between site opportunities, existing conditions, and project requirements. Our designs result in landscapes that emerge as models of how to minimize environmental impacts, use resources creatively and wisely, and connect people to the environment.

SUPPORT SERVICES

Environmental Services

We know what's required and excel at matching those requirements with project goals. For example, when gathering data to permit a new facility or collaborating on a plan to remediate an old one, we're helping to find the balance between progress and protection. Whether preparing a complex permit application, monitoring a site during construction, or designing a decommissioning plan, our team has the environment down to a science.

Obtaining environmental clearances, certifications, and various permitting requirements are most often included in the services provided for state and federally funded roadway projects. Stantec has obtained the five certifications (environmental, ROW, utilities, railroad, and Intelligent Transportation System (ITS)) required for local lead projects administered through NMDOT many times before. These projects also often require biological and cultural resource surveys from our environmental subconsultant, **Barr Engineering**. We have completed the documentation for categorical exclusions (CatExs) and environmental assessments (EAs) and, in a few instances, have been involved with Environmental Impact Statements (EIS). Permitting is often required for work inside of or connecting to NMDOT ROW. We are intimately familiar with the jurisdictional agencies and their required processes. As with our in-house survey team, we occasionally team with environmental subconsultants when it makes sense based on availability and price.

Geotechnical Services

Stantec will subcontract a local geotechnical engineering firm when necessary for design. Stantec typically teams with GEOMAT Inc. but will work with whichever firm the Village prefers.

Recreation Trail, Pathway and Roadway Design

For civil design, earthwork, and modeling, we use AutoCAD Civil 3D (current version) and BIM 360. Internally, Stantec uses cloud-based tools to integrate multiple offices working on a design project such as BIM 360. As we are doing on the CN 4101670 North Springer Bridge, and have done on a Signalization Project on NM 200, we'll implement and use traffic engineering tools to complete traffic studies and design such as:

- Highway capacity software
- Simtraffic
- Synchro
- Travel demand modeling (four packaged depending upon project scope and needs)
- Our team routinely uses and references the Institute of Transportation Engineers (ITE) Manual of Transportation Studies when conducting traffic engineering studies. For traffic data collection, the team will confer with the project development engineer (PDE) and depending upon the needs of the task, we will select one of the following options:
  - The team will use our subconsultant **All Traffic Data/Rekor Systems** (All Traffic Data/Rekor) when the task requires experience to efficiently collect data for large or small projects. All Traffic Data/Rekor can collect traffic data for large projects efficiently so that analyses can begin quickly.
  - Stantec uses "Big Data" platforms to calibrate traffic data for the effects of altered traffic patterns.

Drainage

Stantec's experience and lessons learned from innovative drainage solutions elsewhere can be brought to the team for this on-call service agreement. We specialize in the planning, analysis, and design of water resources, drainage and flood control, transportation, public utilities, soil and water conservation, and stormwater quality.

We are proud to be a local and international leader in stormwater management, wet infrastructure design, and water resources. Our team understands southwestern water complexity, policy, and opportunities like few others. We will always provide local project management and delivery for every project assigned under this contract.

2. Specialized Design and Technical Competence

FIRM QUALIFICATIONS

Stantec is a multi-disciplinary firm uniting more than 34,000 employees working in over 450 locations across six continents. **Locally in New Mexico, we have five offices and more than 50 staff members supported by regional experts in neighboring states.**

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

ADVANTAGES OF OUR TEAM

Stantec brings unique advantages to the Village.

Local Presence

Stantec's offices in Las Cruces and Roswell give us close access to your community. Many of us have attended concerts and events at Wingfield Park and festivals at the Ruidoso Convention Center for great entertainment. We care about the Ruidoso community because it is our community too, and we want to see it thrive! Our team brings a great mix of local New Mexico and Ruidoso expertise and has the capacity and capability to meet the needs listed in the scope of work in this RFP. Our team is available for the duration of the contract and is ready to start upon notice to proceed.

While we are engaged in several exciting projects, we only pursue work that we can commit to with highly responsive service in accordance with our clients' schedules and needs. We recognize unexpected project changes can occur and our depth of resource capacity will keep projects running smoothly, within budget, and on schedule.

Bicycle Paths Experience

One of the Village's priorities is to create a bikeway network providing additional means for residents and visitors to access Midtown as well as connecting recreational trail systems in the area. Stantec is recognized as one of the top bicycling facility consultants within the state. When NMDOT wanted to evaluate feasible alternatives for providing bicycle facilities to the Santa Fe Ski Resort, they selected Stantec to complete the study. **Gabby Contreras-Apodaca**, our proposed principle in charge and lead engineer for this on-call contract, is leading that project. Several of our team members including, **Gabby, Art Garcia, and Clay Koontz are bicyclists that frequently enjoy bicycle facilities and events throughout the state, including the Tour de Ruidoso Century Bicycle Ride.** They view bicycle facilities and safety from their experience as bicyclists, but with the knowledge that implementing bicycle facilities can be difficult, costly, and often misunderstood.

Engineering for Roadways in Mountainous Terrain

Stantec is familiar with the challenges and limitations imposed by the steep, rugged terrain and narrow roadways which are characteristic of the Ruidoso area. We have successfully completed many projects in similar mountainous areas of New Mexico including the Village of Cloudcroft, Catron County, San Miguel County, Grant County, Santa Fe County, and Taos County. It is often not practical to build these roads in strict accordance with the same standards as roadways built in less challenging terrain.

We understand the fiscal constraints and limited resources available to small local governments and have developed feasible solutions to mitigate the higher costs associated with these conditions.

Relationship with NMDOT

We know that the Village has a good relationship with NMDOT's District 2. Stantec can supplement and enhance that relationship with District 2, as Gabby, Gene Paulk, and Frank–proposed team members for this contract– are all retired from NMDOT. They are intimately familiar with the individuals in District 2 and are highly respected by the Department. Our team members have the connections with NMDOT that can assist in streamlining the processes that enable progress for the best interest of the communities we serve.

ISSUE RESOLUTION

Our approach to issue resolution prioritizes frequent communication. Obstacles don't have to result in negative outcomes—quite the opposite. The passion we bring to projects can help drive solutions. How project stakeholders work through issues determines whether the outcomes will be positive, thereby improving the project, or negative, potentially leading to failure achieving project goals. And, of course, the latter is avoided at all costs. In a recent intersection relocation project (CN 2104490 US 285/ NM 31), unknown to the county, NMDOT project development engineers, and Stantec—a permit had been issued to allow a future high pressure gas line directly under the new intersection. As soon as we became aware, we brought it to the attention of NMDOT. This afforded NMDOT, County stakeholders, and Stantec time to bring all parties to a consensus. Prior to 60% design, we realigned the intersection 100 feet north and the gas company moved 10 feet south to allow ample room for signal foundations and a gas line to safely coexist in the same corridor.

INNOVATION PRACTICE AND IDEAS

Stantec's Practice Technology Community is responsible for helping ensure our teams have access to the most effective digital tools, services, and resources available to support your design and delivery success. Our digital experts conduct research and development to keep our teams—and your projects—ahead of the technological curve. They implement established technologies and find emerging solutions for all business lines, bridging existing knowledge domains and facilitating the integration of powerful tools and methods. Our goal is to make projects more efficient and help provide higher-quality results to our clients.

From internal design collaboration and public outreach to permitting and approvals, the use of design visualization services means effective aesthetic and functional feedback. Using virtual reality (VR), augmented reality (AR), and interactive mixed reality (MR), the Visualization group brings ideas to life. The team develops photo-realistic renderings, 3D models, animations, and interactive media, such as simulations and video games. Our local teams are currently using digital animation in public meetings to provide visualizations for our clients and stakeholders as seen in the figures to the right.

Figure 3: *Proposed Beautification | City of Deming, Intersection of Gold and Cedar - Before*

Figure 4: *Proposed Beautification | City of Deming, Intersection of Gold and Cedar - Rendering*

3. Capacity and Capability of the Offeror to Perform the Work

A. PROFESSIONAL COMPETENCE

Schedule Control

Schedule control begins with the development of the project plan, which includes scope of work and fee proposal development. We prepare a detailed and realistic breakdown of all the tasks to be performed, reviews and approvals that must be obtained, and coordination that must occur. Identifying and using the critical path method, we determine when each task must be finished and consider the amount of time it will take, and when it must begin. If a project begins to fall behind schedule because of a reason, we have control over, we will add additional resources or put in the extra time needed to get the project back on track. We review the schedule during internal design team meetings and again with regularly scheduled status meetings with the owner. Unanticipated project delays are often caused by one or more of the following:

- Reviews and approvals needed by applicable state and federal regulatory agencies
- Utility coordination, particularly if adjustments are necessary
- Acquisition of ROW, where required

Working closely with public and private entities early in the design stage is crucial to identifying constraints and refining the relative infrastructure locations to mitigate the issues that can lead to delays and cost overruns. We will take the following actions to effectively manage the schedule for the life of the project:

- Provide an updated schedule during progress meetings with the Village and at project milestones (i.e., planning, 30%, 60%, 90%, etc.)
- Monitor that the schedule is being efficiently executed, and updated weekly by the project manager to provide real time evaluation and adjustments as required and verify project goals are being met
- Engage with the Village, adjacent property owners, utilities, and other entities to identify issues that could lead to design and construction delays and cost overruns
- Document and track potential risks in a Risk Management Log along with mitigation measures to avoid delays and overruns. Review the Risk Management Log with the Village during monthly progress meetings so the Village is aware of the project risks and agrees with any mitigation measures

Cost Control and Considerations

In today's environment, with several shortages in the construction supply chain and a high level of inflation being experienced, it is a challenge to control costs and schedule, particularly when budgets are based upon estimates from two to three years prior.

We use our internal construction cost estimating experts to provide construction cost estimates based on the local market, the individual project characteristics, the anticipated construction period, and recent bid data. This approach has resulted in our estimates being close to the average of the construction bids received. We have completed these projects on budget resulting in our clients not requiring additional funds or personal investments.

The owner generally creates an approximate budget for construction by the time design work begins based on some form of high-level approximation or planning efforts. Conditions or goals regarding the project often evolve and reevaluation needs to occur before design begins to confirm that the owner's goals for the project remain realistic and feasible within the limitations imposed by the budget. If not, then the project scope and budget modifications may be necessary.

Stantec makes a conceptual level estimate upfront before design work begins unless the estimate is based upon a recently completed engineering study. As the design progresses through 30%, 60%, and 90% design stages, estimates are updated and presented to the owner with each design review. To provide flexibility, if bids exceed the project budget, we often use bids lots and/or additive and deductive alternatives to make the project more affordable.

PROJECT ADMINISTRATION REQUIREMENTS

Risk Management

We prepare and maintain a Risk Management Log containing identified risks and mitigation measures throughout the project to control cost and schedule. This Risk Management Log will be updated on a weekly basis or as needed and will be reviewed with the design team, Village, and eventual construction teams during regularly scheduled progress meetings.

Through this plan, risks are documented and provided a value corresponding to their probability and potential impact. Each risk is then assigned at least one mitigation measure to reduce the chances of the risk being realized. Risks and mitigations are tracked, monitored, and measured until the risk is eliminated, mitigated, or allocated.

Client Communication

We provide a client manager who is responsible for continually communicating with you to verify you are satisfied with the services we are providing. Gene Paulk, our proposed client manager, continuously monitors the projects and looks out for your best interests. He has the authority and backing of local practice leaders and holds our project team accountable for meeting the obligations we have made to the Village. If a client is dissatisfied, Gene discusses it with the practice leader, who then calls in Stantec resources as needed and meets with the client and applicable project stakeholders. We seek solutions and take urgent corrective actions first. The team then evaluates the root cause of the deficiency and adjusts our approach.

Ability to Perform the Services

On-calls can be unpredictable as there are no defined tasks, but we bring a successful history serving NMDOT on-call contracts demonstrating our capacity to manage the variety of multiple tasks in previous contracts. We always design with communities in mind. This proposed team brings together diverse perspectives allowing us to collaborate toward shared success. Our local strength, combined with Stantec's world-class expertise and global reach, will allow us to meet your needs in more creative, personalized ways. We care about the communities we serve because they are our communities too. Stantec's ability to solve roadway challenges is deep. We can help the Village with everything from planning, surveying, environmental challenges, and design, to travel and revenue forecasting, and traffic operations. This history, paired with our NMDOT on-call experience, culminates into the following proposal, outlining our commitment to this effort.

Quality Assurance and Quality Control (QA/QC)

Stantec's project manager will serve as the quality manager and schedule internal quality control reviews, as well as coordinate independent peer reviews. The project manager will develop a project-specific quality plan that leverages our senior/technical advisors for each discipline to focus on key schedule and delivery items. The Quality Control Plan (QCP) will identify key QC processes and reviewers who will be responsible for the key elements and deliverables of this contract. Our QCP will formally and clearly define and address:

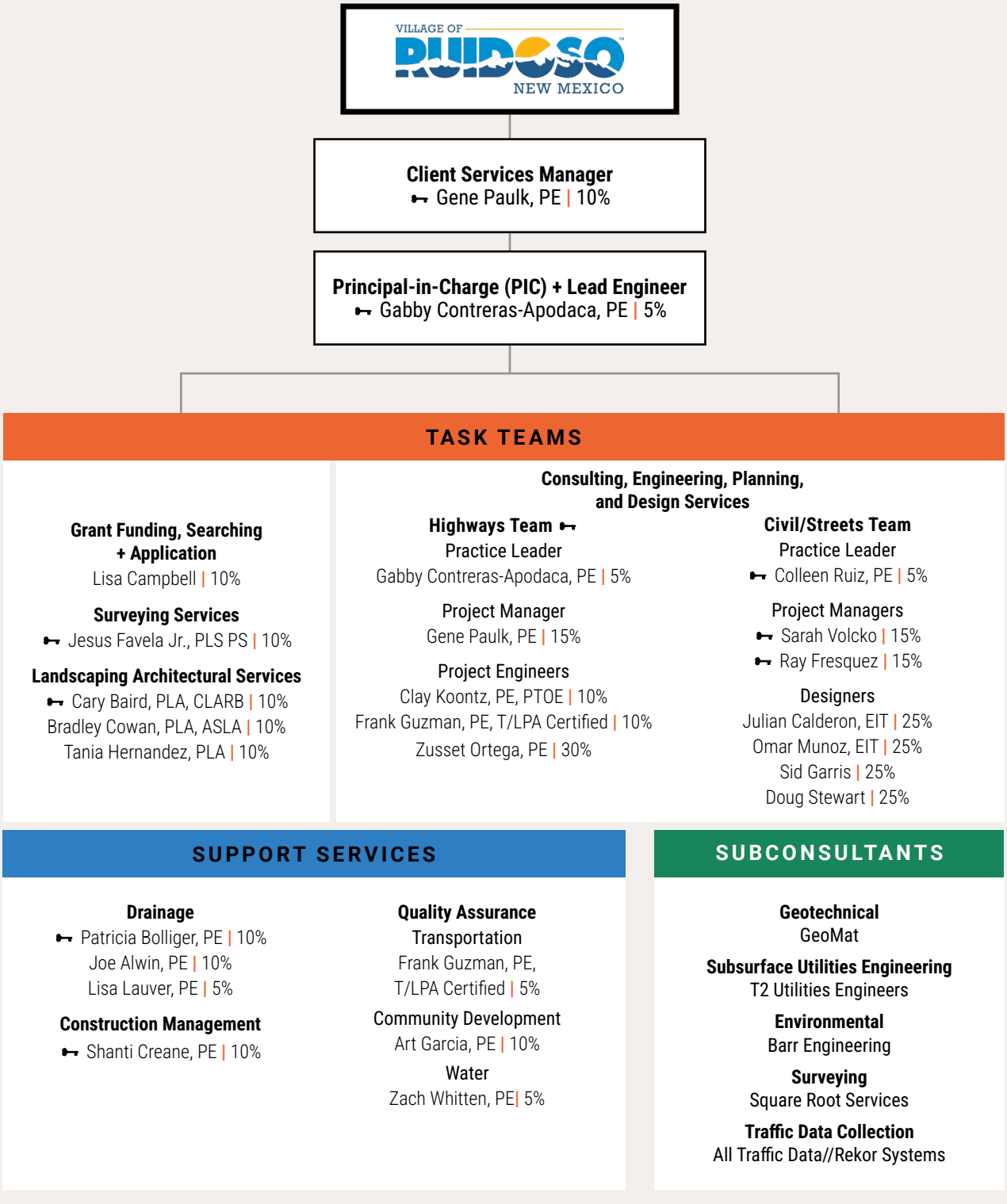
- Management responsibility
- Quality management system
- Oversight and review requirements
- Document and design control from comments received at design milestone meetings
- Evaluation and control of subconsultants
- Documented corrective actions
- Quality records

The project manager will schedule an independent peer review of the plans, engineering estimates, design reports, specifications, and other deliverables at each project milestone. He or she will review the submittals to determine if QC procedures are being applied adequately and appropriately for the work presented. Additional QA/QC documentation may be in the form of copies of appropriate deliverables lists, tables, checklists, etc., which show columns for checking, revising, re-checking, and quality control reviews, as appropriate.

Documentation of the application of QC procedures will be a requisite element of each review submittal. We regularly perform quality audits to verify compliance with Stantec's ISO certification, which requires we follow and document our rigorous QC process.

B. ORGANIZATIONAL CHART

We have the resources and experience needed to complete any task order throughout this on-call contract. The organizational chart below illustrates our proposed team members and their availability for the duration of this contract.



C. KEY TEAM MEMBERS

Qualification summaries of our key team members can be found below.

Gene Paulk
PE

Client Services Manager
Las Cruces, NM
28 years of experience

Gene brings more than two decades of comprehensive experience in transportation engineering, spanning a variety of roles that include transportation planning, budget allocation, and the management of major projects as well as personnel. Over the course of his career, Gene has developed a robust working relationship with the NMDOT and several local government municipalities, such as the City of Deming and the City of Las Cruces. These collaborations have enabled him to gain an in-depth understanding of the standard procedures, common challenges, and specific needs that are unique to municipal on-call contracts.

As a lifelong resident of New Mexico, Gene has accumulated valuable experience working throughout the southwestern region. He remains committed to promoting safety and advancing the development of transportation infrastructure within the state, developing projects that uphold the highest standards of quality and community benefit.

Relevant Project Experience:

+ NMDOT District 4-Task Order No. 1, Wildfire Damage Drainage Improvements on NM 94 & NM 434 | NMDOT
+ NMDOT District 4-Task Order No. 2, Wildfire Damage Drainage Improvements on NM 105 & NM 276 | NMDOT
+ Hobbs College Lane Realignment Design Project | City of Hobbs, NM
+ Ruidoso Upper Sudderth Revitalization Project | Village of Ruidoso, NM
+ Bloomfield Bergin Lane Reconstruction Design Project | City of Bloomfield, NM
+ Gila River Study, Design and Resiliency Plan | NMDOT

Gabby Contreras-Apodaca
PE

Principal In Charge + Lead Engineer
Las Cruces, NM
32 years of experience

Gabby brings a wealth of experience to transportation engineering, having dedicated 26 years to the NMDOT. During her extensive tenure, she developed a nuanced understanding of the complexities and specific requirements involved in maintaining and enhancing transportation infrastructure across the state. Gabby's career at NMDOT spanned various positions within Districts 1 and 2, allowing her to tackle a wide range of projects and challenges unique to New Mexico's transportation landscape. As a manager at the South Region Design Center, Gabby was responsible for overseeing Statewide Transportation Improvement Program (STIP) projects not only for NMDOT but also for local government partners. Her role involved close collaboration with the Federal Highway Administration (FHWA), where she navigated the intricacies of federal compliance, handled the allocation of federal funds, and maintained accurate spending and forecasting practices.

Gabby's leadership and detailed approach have significantly contributed to the successful delivery of critical transportation projects, supporting both local communities and statewide initiatives.

Relevant Project Experience:

+ NM15 Reconstruction | Silver City, NM
+ NM475 Hyde Park | NMDOT
+ US60 | NMDOT
+ Jal Relief Route | NMDOT

Lisa Campbell

Funding Lead
Las Cruces, NM
31 years of experience

Bridging our clients with desperately needed funding sources is a passion for Lisa—she is our dedicated grant specialist and serves rural New Mexico clients by administering grants from various programs such as the NMDOT, Small Cities Community Development Block Grant Program (CDBG), Legislative Appropriation, programs through New Mexico Environment Department and USDA/Rural Utilities Service. Lisa understands the grant process, available buckets of funding, and the best way to approach complicated application requirements. She has built professional relationships with state and federal funding agencies and staff, allowing her to serve as a voice for clients navigating the application process.

Relevant Project Experience:

+ Cedar Street Grant Funding | City of Deming, NM
+ Community Development Block Grants | Various Clients

Cary Baird

PLA, CLARB

Landscape Architecture
Las Vegas, NV
39 years of experience

Cary has served as Landscape Architect on several "Built" City, County, and State Department of Transportation landscape and aesthetic enhancement projects undertaken across the southwest. Cary is a leader in promoting Context Sensitive Solutions on Transportation Projects. Several DOT designs have won awards for ASLA, FHWA, and APWA organizations. His knowledge and experience for these types of projects have included site and natural resource inventories/analysis, program development, asset management, historic preservation, environmental mitigation, stakeholder/public participation workshops and outreach, schematic and conceptual studies/renderings, design development, construction documents, and contract and construction administration.

Relevant Project Experience:

+ Chandler Heights & Power Road Streetscapes | Town of Queen Creek, AZ
+ Boulder City Parkway | Boulder City, NV
+ Upper Sudderth Revitalization Project | Village of Ruidoso

Jesus Favela Jr.

PLS PS

Surveying Services
Las Cruces, NM
20 years of experience

Jesus is a licensed professional land surveyor with 20 years of experience in land surveying, ranging from fieldwork to project management. He previously managed surveying operations for the NMDOT, City of Las Cruces, and Dona Ana County for several years, leading survey projects for a variety of scopes. Jesus has a broad base of experience in surveying, with work experience including large-scale ROW projects, topographic mapping, subdivision preparation, ALTA land title surveys, residential/condominium surveys, and construction surveys. He works with any array of equipment including terrestrial scanners, robotics, GNSS, drone flights, and conventional total stations. Jesus has his Part 107 drone license.

Relevant Project Experience:

+ Blue Hole Ponds Surface Water Declaration | City of Santa Rosa, NM
+ Gila River Study | NMDOT
+ Young Park Master Plan | City of Las Cruces, NM

Clay Koontz

PE, PTOE

Highway Team Project Engineer
Albuquerque, NM
29 years of experience

Clay has a wide variety of traffic engineering experience in all areas of the state. Clay has served as traffic engineer on small and large, municipal and the NMDOT projects. Such projects have included traffic operations, planning, public involvement, traffic data collection, traffic signalization, and roadway lighting. He has specialized experience as highway safety engineer for the strategic highway safety plan for NMDOT and led multiple road safety audits across the state.

Relevant Project Experience:

+ US 180 Multi-Use Path | NMDOT
+ US 285/NM 31 Intersection Phase A/B Study | Eddy County, NM
+ Main Street Revitalization | City of Las Vegas, NM

Colleen Ruiz

PE, MPA

Civil/Streets Team Practice Leader
Albuquerque, NM
29 years of experience

Colleen understands the funding mechanisms and processes within the state to help match community contributions for big changes. With more than two decades of engineering design experience working on multi-disciplinary projects across New Mexico, and beyond, she has a knack for empowering communities to realize their potential and works with stakeholders to make sure all voices are heard. As the operations leader for Arizona and New Mexico's community development group, Colleen works with project teams to set clear objectives, staffing, project needs, schedules, and expectations.

Relevant Project Experience:

+ Rio Rancho 2nd Street Drainage Improvements | City of Rio Rancho, NM
+ Town of Clayton Container Park | Town of Clayton, NM
+ Santa Rosa Blue Hole Park Master Plan | City of Santa Rosa, NM
+ Las Cruces Picacho Blvd Revitalization Plan | City of Las Cruces, NM
+ State of New Mexico Fairgrounds Master Plan | State of NM
+ Cloudcroft Roadway Improvements | Village of Cloudcroft, NM

Sarah Volcko

Civil/Streets Team Project Manager
Las Cruces, NM
23 years of experience

Sarah is a solutions-oriented project manager with a proven track record of delivering both public and private infrastructure projects on time and on budget. Her expertise spans multi-million dollar infrastructure ventures, encompassing both vertical and linear projects, all while demonstrating sustainable growth in capital improvement initiatives. Leveraging her background in design and construction, Sarah excels at leading multi-disciplinary teams and managing diverse construction projects from inception to completion.

Relevant Project Experience:

+ City-Wide Photo Voltaic Array Project | City of Las Cruces, NM (Completed Outside of Stantec)
+ City-Wide Electric Vehicle Charging Stations | City of Las Cruces, NM

Frank Guzman

PE, T/PLA Certified

Highway Team Project Engineer + QA/QC
Las Cruces, NM
37 years of experience

Frank has over three decades of experience and has held various positions with the NMDOT District 1 and the Texas Department of Transportation (TXDOT) El Paso District. While at NMDOT District 1, he was a project engineer, district bridge inspection engineer, district technical support engineer, district engineering support manager, and district engineer. As district engineer in Deming, NM, Frank was responsible for highway operations for state and federal highways in Doña Ana, Hidalgo, Luna, Grant, Sierra, and Socorro Counties.

Relevant Project Experience:

+ Southeast Loop Reconstruction Phase I/II | Eddy County, NM
+ US 285/NM 31 Realignment & Reconstruction | NMDOT
+ NM 200 Intersection Improvements & Signal installation | NMDOT

Ray Fresquez

Civil/Streets Team Project Manager
Roswell, NM
34 years of experience

Ray is a senior civil designer with more than 30 years of experience in civil design, planning, and construction of highways, water, and wastewater systems. He was the lead designer on more than 100 miles of highways in southeastern New Mexico which have included NM 128, Jal to the Texas State Line; NM 18, Jal to Eunice; US 70, east of Roswell to the Chaves/Roosevelt County Line; and US 285, State Road 20 to Ramon. Ray has also designed more than 50 local street, water, and sanitary sewer line projects. He has designed over 50 local street water and sanitary sewer line projects, some of which have involved the Village of Ruidoso, including development of traffic control plans, permanent signing, and striping plans on many of these projects.

Relevant Project Experience:

+ Artesia Industrial Park Addition | City of Artesia, NM
+ Artesia 26th Street Improvements | City of Artesia, NM
+ Artesia 26th Street Improvements | City of Artesia, NM

Zusset Ortega

PE

Civil/Streets Team Project Engineer
Las Cruces, NM
6 years of experience

Zusset is a civil engineer with six years of experience working with government and consulting agencies in the state of New Mexico. She has prior experience in roadway construction and maintenance, transportation design, and bridge inspections with NMDOT. Since joining Stantec, Zusset has worked with community development in roadway and drainage improvement design for local communities.

Relevant Project Experience:

+ Pyramid Heights Roadway and Drainage Improvements | City of Lordsburg, NM
+ Comprehensive Plan Update | City of Jal, NM

Shanti Creane

PE

Construction Management
Silver City, NM
24 years of experience

Shanti serves as the construction manager on transportation, stormwater, and water/wastewater utility projects across New Mexico. She brings over two decades of experience in construction engineering to the team. At Stantec she served as a design technical lead before moving back into a construction management role. She manages a large crew of construction observers and has completed construction management services on several local government and NMDOT projects across the state including the US 54 Reconstruction (17 miles), Eddy County SE Loop (12 miles), Ridge Road/Little Walnut Reconstruction in Silver City, and Reconstruction of White Mountain Road in Mescalero Indian Reservation.

Relevant Project Experience:

+ Cedar Street Pedestrian Access Design | City of Deming, NM
+ Orchard Street Road Improvements | City of Bayard, NM

Patricia Bolliger

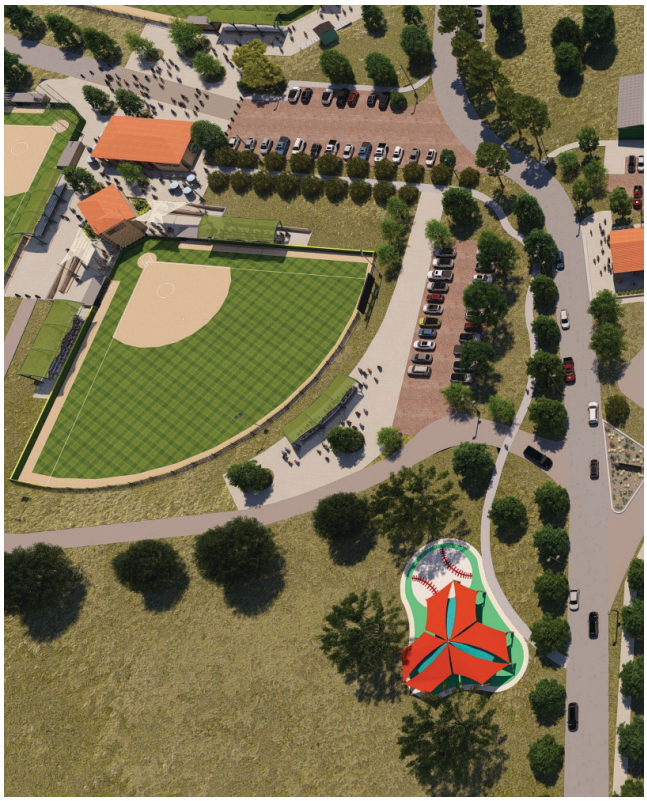
PE

Drainage Practice Lead
Albuquerque, NM
20 years of experience

Patricia has two decades of industry experience, eight years of that focused on planning, design, and construction management of engineering projects. Her responsibilities cover project management, engineering design, and coordination with public and private clients, including the Village of Ruidoso. As a past construction liaison engineer (CLE) for NMDOT Districts 3, 5, and 6, she provided design and construction oversight for federal-aid construction projects, confirming compliance with federal and state requirements and continued federal reimbursement for state, tribal, and local public agency projects. Patricia has worked on drainage for NMDOT Local Lead projects, and is familiar with the NMDOT Drainage Manual.

Relevant Project Experience:

+ White Mountain Drive | Mescalero Apache Tribe
+ On-call Engineering Contract | Sandoval County, NM
+ NMDOT US 285/NM 31 Intersection | Eddy County, NM
+ Jal Relief Route | Lea County, NM



Rodriguez Sportsplex | Las Vegas, NV

SUBCONSULTANTS

We value repeat partnership and are partnering with the following subconsultants with strong and established experience with Stantec and prior Village work history.

GEOMAT, Inc. (GEOMAT)
Geotechnical

GEOMAT, Inc. has extensive experience with geotechnical engineering with a staff that collectively has over 100 years of experience and over 70 industry certifications. GEOMAT provides engineering and testing services on projects of all types and sizes and owns two nationally accredited, AASHTO AMRL, laboratory facilities as well as four drill rigs, allowing them to mobilize quickly and better control project schedules.

T2 Utilities Engineers (T2)
Subsurface Utilities Engineering

T2 provides a full range of utility engineering services, including subsurface utility engineering (SUE), advanced geophysics, test holes/potholing, surveying, and utility coordination, to support Infrastructure projects. T2 has provided SUE services to municipalities, NMDOT and utility owners around New Mexico since 1999.

Barr Engineering (Barr)
Environmental

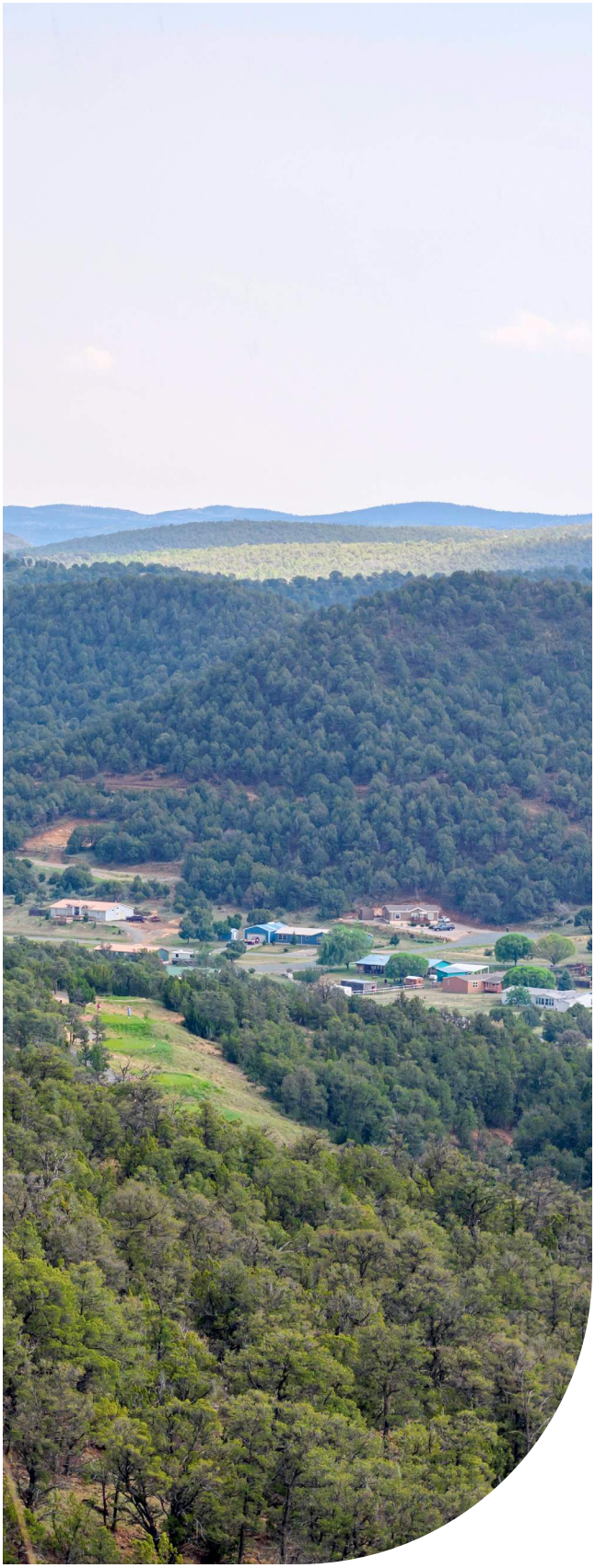
Founded in 1966, Barr Engineering (Barr) specializes in environmental compliance and permitting, natural resources consulting, public outreach and participation, and environmental planning and monitoring. Stantec has worked with Barr on several NMDOT direct and local lead projects.

Square Root Services
Surveying

Square Root Services is a civil engineering, surveying, geomatics, and construction firm based in New Mexico with over 60 years of combined experience.

All Traffic Data/Rekor Systems (All Traffic Data/Rekor)
Traffic Data Collection

All Traffic Data/Rekor is a is a leading transportation data services company with nearly 20 years of experience of working with public clients of all sizes in developing an array of tailored data collection services including traffic counts, turning movements, origin/destination, and radar speed.



Golf Course | Ruidoso, NM

D. TEAM'S LIST OF CURRENT PROJECTS

Project Name	Client	Completion Date
NMDOT District 4-Task Order No. 1, Wildfire Damage Drainage Improvements on NM 94 & NM 434	NMDOT	December 2025
NMDOT District 4-Task Order No. 2, Wildfire Damage Drainage Improvements on NM 105 & NM 276	NMDOT	December 2025
Hobbs College Lane Realignment Design Project	City of Hobbs, NM	November 2025 (current phase)
Ruidoso Upper Sudderth Revitalization Project	Village of Ruidoso, NM	June 2026
Bloomfield Bergin Lane Reconstruction Design Project	City of Bloomfield, NM	March 2026
Gila River Study, Design and Resiliency Plan	NMDOT	December 2026
Rio Rancho 2nd Street Drainage Improvements	City of Rio Rancho, NM	November 2025
Town of Clayton Container Park	Town of Clayton, NM	October 2025
Las Cruces Picacho Blvd. Revitalization Plan	City of Las Cruces, NM	October 2025
State of New Mexico Fairgrounds Master Plan	State of New Mexico	December 2025
Cloudcroft Roadway Improvements	Village of Cloudcroft, NM	November 2025
Village of Ruidoso Wingfield Project	Village of Ruidoso, NM	March 2026
Main Street Lighting	City of Jal, NM	December 2026
Liebelt Channel Multi-Use Trail	City of Clovis, NM	June 2026
Valley View Drive Roadway Reconstruction	City of Alamogordo, NM	December 2025
2022 CDBG	Town of Silver City, NM	December 2026
Ruidoso, NM Brady Canyon SUE and Title Reports	NMDOT	February 2026
Alamogordo, NM - Phase I & II Pavement Study and Geotechnical Reports/Phase IAB US54 Corridor Study	NMDOT	December 2027
Oak Street Lift Station	City of Bayard, NM	December 2026
Hawks Landing Subdivision Geotechnical Investigation	County of Bernalillo, NM	February 2026
NM30 Phase 2 Engineering Design	Bohannan Huston Inc.	November 2025

4. Past Record of Performance

US180 Multi-Use Path

Location: Santa Clara, NM

Team: Clay Koontz

Completed On-Time and On-Budget

Relevance: Multi-use path, flashing beacon pedestrian crossing light, extensive public involvement, and coordination between NMDOT and two municipal governments.

In 2016, we completed a road safety audit (RSA) under our safety on-call contract for a multi-use path between Santa Clara and Bayard in Grant County. We were awarded Phase 1D, IC, IID, and III services and began design in early 2019. In April 2020, a construction contract was awarded to Hamilton Construction. The primary scope of work added a 2.5-mile-long buffered multi-use path on the west side of US 180 from NM 152 to Bayard, provide a flashing beacon pedestrian crossing of US 180, and add lighting for US 180 and decorative lighting for the proposed path. The scope also included drainage crossings and retaining walls that were added adjacent to portions of the path to reduce the limits of embankment and tree removal. This change was made in response to comments at one of several public and stakeholder engagement meetings held to acquire input from the communities of Santa Clara and Bayard. During completion of the design, Gabby was involved in planning and overseeing the project as NMDOT's South Regional Design Office Leader.

Town of Clayton Container Park

Location: Clayton, NM

Team: Colleen Ruiz

Completed On-Time and On-Budget

Relevance: Design of an urban community space and assistance with grant funding.

Clayton is a historical community located in Northeast New Mexico that draws in visitors year-round due to its proximity to both Clayton Lake State Park and Preston National Monument. The Town of Clayton reached out to our team to help them transform a block in the center of town into a vibrant urban space for both locals and visitors to enjoy.

The areas amenities include a container park for vendors, open areas, lighting, sunshades, seating, a stage for live entertainment, public restrooms, a dog park, food truck parking, a kid zone, and public parking. The design used shipping containers to pay homage to the towns long railroad history being adjacent to a major railway line. The Stantec team assisted with Mainstreet Grant funding through cost estimates and conceptual renderings, surveyed and designed the park site to reflect the culture and needs of the community and ultimately created a right sized community gathering place for family and friends to gather, listen to live music, play, exercise dogs, and celebrate events.

Rio Rancho 2nd Street Drainage Improvements

Location: Rio Rancho, NM

Team: Colleen Ruiz, Jesus Favela Jr.

Completed On-Time and On-Budget

Relevance: Analysis, survey, and engineering to address drainage issues.

Stantec worked with the City of Rio Rancho staff to analyze drainage concerns related to a sump condition on an arterial road and upstream wash outs from erosion. We surveyed the surrounding area including a nearby arroyo, upstream basin, and undeveloped sites for potential retention basins. We prepared a 2D model of the existing contributing drainage system. Large lots in Rio Rancho are not landscaped, and during rain events, sediment is washed into the streets and clogs inlets, storm drainpipe and culverts resulting in backed up drainage and localized ponding. We worked with the maintenance crews to determine the most maintenance friendly solutions. Engineers designed surface drainage routes and provided erosion protection to nearby homes. We addressed drainage coming from the west and north toward the sump with multiple detention basins to slowly drain water under Coors without inundating the sump condition for the safety of residents.

5. References

US180 Multi-Use Path

Arthur J. Romero | Project Development Engineer
South Regional Design (SRD) Office
(575) 202-3340

Town of Clayton Container Park

Ferron Lucero, Town of Clayton Manager
Town of Clayton, NM
(575) 374-8331

Rio Rancho 2nd Street Drainage Improvements

Alex Clay, Project Manager
City of Rio Rancho
(505) 896-8227

Santa Cruz Shared Use Path | Marana, AZ

6. Proximity to or Familiarity with the Area in which the Project is Located

Stantec has primarily served the Village of Ruidoso from our offices in Roswell, a little over an hour away, and its office in Las Cruces, approximately two hours away. Other offices in Silver City, Albuquerque, and Tucumcari provide specialized expertise or additional capacity as needed. Various members of Our proposed team have current or previous experience working with the Village, including the following projects:

UPPER SUDDERTH STRIPING PROJECT

Ray Fresquez out of our Roswell office is managing this project.

WINGFIELD PARK TRAFFIC ANALYSIS

Clay Koontz out of our Albuquerque office is managing this project.

UPPER SUDDERTH REVITALIZATION PROJECT

Gene Paulk, out of our Las Cruces office, is managing this revitalization project.

SUDDERTH DRIVE

Gabby Contreras-Apodaca and Clay Koontz, out of our Las Cruces office, completed a study for the Village for modifications along Sudderth Drive to support outdoor dining availability.

BRADY CANYON TITLE REPORTS & SUBSURFACE UTILITY ENGINEERING (SUE)

Trent Doolittle, out of our Las Cruces office, is currently working with subconsultants to conduct 33-year title reports and SUE near Brady Canyon at Mechem Drive. He is coordinating with Stantec's structural team and NMDOT to begin design of a prefabricated CBC along Brady Canyon under Mechem Drive. Trent has spent significant time in the Village familiarizing himself with the existing conditions of Brady Canyon and the community as a whole.

Village officials have met with and are also acquainted with other members of our team including **Ray Fresquez, Patricia Bolliger, and Lisa Campbell.**

KNOWLEDGE OF THE PROJECT AREA

Stantec is familiar with the challenges and limitations imposed by the steep, rugged terrain and narrow roadways which is characteristic of the Ruidoso area. We have successfully completed many projects in similar mountainous areas of New Mexico including the Village of Cloudcroft, Catron County, San Miguel County, Grant County, Santa Fe County, and Taos County.

Many of the Village's roadways are narrow two-lane facilities. Widening roads or providing parallel facilities is generally very costly and often impractical. There is increasing interest in alternative transportation modes and a desire for more diverse economic activities, such as recreational biking, alongside expanded options for residents and visitors.

The midtown area experiences high degrees of traffic congestion on weekends during the tourist seasons, and higher than desired speeds outside of the tourist seasons. Some of the Village's secondary roads are frequently used as bypass roads, during the tourist seasons, when the main roadways are congested. Residents have expressed a desire for traffic calming on these roadways.

Other issues include access to businesses along Sudderth and Mechem Drives and coordination with the NMDOT over traffic impacts and turning movements associated with business access is ongoing.

NEEDS THAT EMERGED FROM THE PLAN INCLUDE:

+ Improve biking conditions
+ Increase walkability
+ Address left-turn movements
+ Improve school access
+ Improve trail connectivity
+ Enhance public transit
+ Manage speeds with traffic calming improvements

Businesses and Village officials also recognize that additional means for visitors and resident to access Midtown can reduce the parking demand, providing benefit to commercial establishments. Creating a bikeway network is challenging in Ruidoso but would involve a combination of shared use facilities, parallel routes to the main roads, and improved and expanded trails.

Expanded transit service would provide benefits in terms of increased transportation options for Village residents, could bring workers into town from surrounding communities to access basic services and would have the added benefit of reduced parking demand. Identifying routes and stop locations is made difficult by the lack of pedestrian facilities on most roadways.

In preparation for the proposal, we have reviewed the Village's Comprehensive Plan. The Plan is well written and provides a very good description of the primary transportation issues affecting the Village and provides a blueprint for addressing those issues. As part of the 2019 Comprehensive Plan Update, the third-most popular comments related to improving or changing transportation and roads including: improving traffic through midtown during peak seasons, making roads more bikeable, and improving road conditions and signage.

7. Current Volume of Work

The current volume of work with the Contracting Agency not 75% complete is shown in Appendix H of this document.

West Picacho Metropolitan Redevelopment Plan | Las Cruces, NM

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP#2026-001P
On-Call Professional and General Engineering Services

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX I.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Stantec Consulting Services Inc.

REPRESENTED BY: Gabby Contreras-Apodaca

TITLE: Principal, Transportation PHONE NO.: (575) 366-2991

E-MAIL gabby.contreras-apodaca@stantec.com FAX NO.: N/A

ADDRESS: 3831 E Lohman Avenue, Suite 200

CITY: Las Cruces STATE: NM ZIP CODE: 88011-8447

SIGNATURE: G C Apodaca DATE: October 14, 2025

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

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

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

M C Aprodaca October 14, 2025
Signature Date

Principal, Transportation
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP#2026-001P
On-Call Professional and General Engineering Services

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Gabby Contreras-Apodaca, Principal, Transportation
Typed Name & Title of Authorized Representative

October 14, 2025 G C Apodaca
Date Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP#2026-001P
On-Call Professional and General Engineering Services

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana County)

Gabby Contreras-Apodaca, being first duly sworn, deposes and says:

That he/she is Principal, Transportation of Stantec Consulting Services, Inc. who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: GC Apodaca

SUBSCRIBED and sworn to before me this 6th day of October 2025

Notary Public: Becky Jean Battles

My commission expires: 9/6/2026

STATE OF NEW MEXICO
NOTARY PUBLIC
BECKY JEAN BATTLES
COMMISSION #1138686
EXPIRATION DATE 9/06/2026

12. Appendix I

APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2024-003P For RFP #2026-001P

On-Call Professional and General Engineering Services

Firm: Stantec Consulting Services Inc. Date: October 07, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. Village of Ruidoso Wingfield Park Expansion Traffic Study - As of 11/01/2024	09/14/2023	$53,510.64	82.28%	$44,026.88	$9,483.76
2.					
3.					
4.					
5.					
			Totals	$44,026.88	$9,483.76

Table B-On-Call Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. Village of Ruidoso, NM - RFP No. 2024-003P - On-Call Professional and General Engineering Services - As of 08/15/2025	01/09/2024	$ 840,727.41 (Task Order Issuance, No Contract CAP)	$840,727.41	38.06%	$319,980.40	$520,747.01
2.						
3.						
4.						
5.						
		Totals	$840,727.41		$319,980.40	$520,747.01

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct

completion of this form. (Use additional sheets if necessary).

REMARKS:

N/A

EXHIBIT A - PROPOSAL SUBMITTAL EXAMPLE (Note: This is only an Example)

13. New Mexico Preferences

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **STANTEC CONSULTING SERVICES, INC.**

DBA: **STANTEC CONSULTING SERVICES, INC.**
6100 SEAGULL ST NE STE 102B
ALBUQUERQUE, NM 87109-2500

Expires: **31-Oct-2025**

Certificate Number:

L0794536048

Stephanie Sharelin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

U.S. Department of Transportation
Federal Highway Administration

CONSTRUCTION & CIVIL RIGHTS BUREAU (CCRB)

Certificate of Training

Tribal/Local Public Agency Certification

This is to signify that

Frank Guzman

has obtained a minimum passing grade on the T/LPA certification exam and is certified on the Federal T/LPA Handbook.

Instructor – Ted Barela

Frank Lozano
Instructor – Frank Lozano

Approved by: Tisha Clark
NMDOT Course Coordinator

Effective Date: 10/12/2023
Expiration Date: 10/12/2025
Hours of Instruction (PDH): 12
Certificate No.: TLPA0153

An Equal Employment Opportunity Program

Note:

Frank's T/LPA certification will be renewed in 2025.

G.

Other Supporting Material

OTHER SUPPORTING MATERIAL

Stantec does not have other supporting material to submit.

Bismarck-Mandan Bicycle and Pedestrian Plan | Bismarck, ND

FEE SCHEDULE

The proposed team does not exceed billing level 16, however, Stantec employees across the country could have higher billing levels when the expertise is warranted.

Billing Level	Rate/Hour
Level 3	$139
Level 4	$156
Level 5	$170
Level 6	$176
Level 7	$185
Level 8	$192
Level 9	$207
Level 10	$214
Level 11	$230
Level 12	$238
Level 13	$248
Level 14	$261
Level 15	$294
Level 16	$333
Level 17	$345
Level 18	$353
Level 19	$364
Level 20	$379
Level 21	$394

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 13.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: November 10, 2025

Re: Approval of Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.

Item Summary:

Approval of Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable and will be issued by task order which will come back to Council for budget approval.

Item Discussion:

The Village was conducting a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25.
Twenty-Three (23) firms drew down on the RFP from the Village of Ruidoso website.

Four (4) of the proposals received were very well prepared and met all requirements of this procurement. Cobb, Fendley & Associates, Inc., Parkhill, Souder, Miller & Associates, Water Works Engineers, LLC scored higher and were within the budget for this service.
The Evaluation Committee recommends the award of RFP 2026-002P for On-Call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Inc., Park Hill, Souder, Miller & Associates, Water Works Engineers, LLC.

Recommendations:

To Approve Multi-Awards for RFP #2026-002P, On Call Professional and General Engineering Services for Water and Sewer System Improvements to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Parkhill, and Water Works Engineers, LLC.

ATTACHMENTS:
RFP #2026-002P Evaluation Committee Report.pdf
RFP #2026-002P Evaluation Score Summary.pdf

EVALUATION COMMITTEE REPORT	
RFP TITLE	On-Call Professional Engineering Services for Water and Sewer System Improvements
RFP NUMBER	2026-002P
DATE OF REPORT	10/23/25
AUTHOR	Christy Coker
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

written by the purchasing lead or designee,
approved by the evaluation committee,
signed by the evaluation committee,
And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of On-Call Professional Engineering Services for Water and Sewer System Improvements for the Village of Ruidoso.

The Village of Ruidoso is requesting sealed qualification-based proposals for the procurement of On-Call Professional Engineering Services for Water and Sewer System Improvements. The award shall be made to the responsible offeror whose proposal is most advantageous to the Village of Ruidoso (Village), taking into consideration the evaluation factors set forth in this RFP.

The Village is conducting a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix E of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25.

Twenty-Three (23) firms drew down on the RFP from the Village of Ruidoso website.

b. Proposals must include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to while providing the services as listed in the scope of work must be included in the organizational chart.

c. Brief resumes for the lead engineer and key project team members must be included in the proposal, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of the special needs of a municipality.

d. The proposal must also identify the Offeror's team's list of current projects.

Points will be awarded based on the strength and convincingness of the response.

- Past Record of Performance – 15 Possible Points

  The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of water and sewer system improvements recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise on project needs.

  Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

- **Past Record of Performance – 15 Possible Points**

  The Offeror should provide a list of past records of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. The Offeror should include examples of three (3) projects of a similar nature to those listed in the Scope of Work and include the contact names and telephone information of project owner(s).

  The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules.

  Points will be awarded based on the strength and convincingness of the response.

- **Proximity to and or Familiarity with the Area in which the Project is Located – 15 Possible Points**

  The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of water and sewer system improvements recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise on project needs.

  Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.

- **Current Volume of Work with the Contracting Agency Not 75% Complete – (Minus 0 to 4 points**

  This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in

Evaluation Committee Kick Off Meeting	10/15/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	10/23/25	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Four (4) of the proposals received were very well prepared and met all requirements of this procurement. Cobb, Fendley & Associates, Inc., Parkhill, Souder, Miller & Associates, Water Works Engineers, LLC scored higher and were within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-002P for On-Call Professional Engineering Services for Water and Sewer System Improvements to Cobb, Fendley & Associates, Inc., Parkhill, Souder, Miller & Associates, Water Works Engineers, LLC.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Constance Tucker	agree	Constance Tucker	10/28/2025
Adam Sanchez	agree		10/28/25
Levi Beaty	agree	Levi Beaty	10/28/25
Joshua Long	agree		10/28/25

EVALUATION CRITERIA Summary Totals
10/23/2025 @ 11:00 AM

CRITERIA AND POINT VALUES FOR RFP #2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements
OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Cobb Fendley	Parkhill	Souder Miller	Tierra West	Water Works
B. Technical Specifications						
1. Corporate Experience and Capabilities	20	18	14	18	12	16
Offerors should submit a detailed narrative describing their relevant corporate experience and capabilities in working with Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Landscaping Services, Consulting, and Engineering for municipalities or other governmental entities. The documentation should thoroughly describe how the offeror has supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they wish that they feel will support their descriptive narrative. Offerors should provide specific details of relevant corporate experience and capabilities in working with water and sewer system improvements. Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.						

2. Specialized Design and Technical Competence The Offeror should describe or provide a detailed description of what specialized design and technical competence their business provides, including a joint venture or association, regarding the type of services required in this RFP. Offeror should include specialized problem-solving techniques or approaches, innovative practices/ideas, and advantages its team bring or offers to the project(s). Points will be awarded based on the strength and convincingness of the response.	**20**	**17**	**14**	**17**	**12**	**17**
3. Capacity and Capability of the Offer to Perform the Work a. The Offeror must provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, and project administration requirements, including information that demonstrates the Offeror's ability to perform the services required for this RFP. b. Proposals must include an organizational chart indicating key project team members, including any sub-consultants, and their specific roles on the project and/or area(s) of expertise, and clearly identifying the lead engineer who will be directly responsible for the project. The percentage of time each team member will spend or commit to while providing the services as listed in the scope of work must be included in the organizational chart. c. Brief resumes for the lead engineer and key project team members must be included in the proposal, describing why each team member was selected for this project, highlighting relevant project experience and knowledge of the special needs of a municipality. d. The proposal must also identify the Offeror's team's list of current projects. Points will be awarded based on the strength and convincingness of the response.	**30**	**25**	**20**	**25**	**19**	**24**

4. Past Record of Performance The Offeror should provide a list of past records of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work, and ability to meet schedules. The Offeror should include examples of three (3) projects of a similar nature to those listed in the Scope of Work and include the contact names and telephone information of project owner(s). The examples should describe the project(s), the process used to complete the project and include any difficulty of performing similar duties required in this proposal with respect to such factors as control of costs, quality of work, and ability to meet schedules. Points will be awarded based on the strength and convincingness of the response.	**15**	**12**	**13**	**13**	**11**	**13**
5. Proximity to or Familiarity with the Area in which the Project is Located The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of water and sewer system improvements recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work or associated consultants who could enhance the firm's ability to provide timely responses or special expertise on project needs. Points will be awarded based on the depth, breadth, and applicability of the offeror's previous experience as it relates to the needs of this effort.	**15**	**12**	**12**	**14**	**10**	**11**

6. Current Volume of Work with the Contracting Agency Not 75% Complete **See page 5**	**No more than 4 points**	**0**	**N/A**	**-1**	**N/A**	**0**
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass	Pass	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass	Pass	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass	Pass	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass	Pass	Pass	Pass
5. Project/Contract Listing Form (Appendix H)	Pass/Fail	Pass	Pass	Pass	Fail	Pass
6. New Mexico Resident Business Preference	8	8	8	8		
7. New Mexico Resident Veterans Preference	10					
TOTAL POINTS:	**110**	92	81	94	64	81

Christy Allen — 10/27/2025

Purchasing Agent — Date

6. Current Volume of Work with the Contracting Agency Not 75% Complete (Minus 0 to 4 points)

This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

Offerors shall be scored on any project that has been previously awarded by the Village of Ruidoso and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project/Contract Listing Form" (see Appendix H) as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

Value of work not yet completed on projects that are not 75% Complete (Contract Balance Amount*)	Points to be deducted for this item
$0 to $800,000	Minus 0 points
$800,001 to $1,334,000	Minus 1 point
$1,334,001 to $2,668,000	Minus 2 points
$2,668,001 to $4,000,000	Minus 3 points
$4,000.001 or more	Minus 4 points maximum**

*Contract Balance Amount is defined as:

a. Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
b. Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

**The maximum total point deduction by Phase (sum of all ongoing contracts) will be 4 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.

The Procurement Division will calculate points.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 14.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: November 10, 2025

Re: Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-002P.

Item Summary:

Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-002P.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable.

Item Discussion:

On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and
Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Must be a licensed professional engineer in the State of New Mexico.

Recommendations:

To Approve Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., Park Hill, and Water Works Engineers, LLC for On Call Professional and General Engineering Services to Include Federal Guidelines Awarded via RFP #2026-002P.

ATTACHMENTS:
RFP# 2026-002P Park Hill Contract - Complete x.pdf
RFP# 2026-002P Souder, Miller & Associates Contract - Complete.pdf
RFP# 2026-002P Cobb Fendley Contract - Complete.pdf
RFP# 2026-002P Water Works Engineers LLC Contract- Complete.pdf

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Park Hill, hereinafter referred to as the "Consultant" 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	Parkhill
Department: Finance	Kole Glover, PE
ATTN: Procurement Manager	ATTN: Partner-in-Charge
Street: 313 Cree Meadows Drive	Street: 333 Rio Rancho Boulevard NE, Suite 400
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Rio Rancho, New Mexico 87124
Phone: 575-258-4343 Ext. 1082	Phone: 806-670-4705
Email: purchasing@ruidoso-nm.gov	Email: KGlover@Parkhill.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Kole Glover, PE, Partner-in-Charge

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:	**Parkhill**
_____	_____
Lynn D. Crawford, Mayor	Kole Glover, PE, Partner-in-Charge
Date:_____	Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
- [X] Programming Phase
- [X] Schematic Phase
- [X] Design Development Phase
- [X] Construction Documents Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Administration Phase
- [X] Post-Construction Phase

Engineers
- [X] Study and Report Phase
- [X] Preliminary Design Phase
- [X] Final Design Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Phase
- [X] Operational Phase

Surveyors
- [X] Property Boundary survey
- [X] Topographic Survey
- [X] Easement Survey
- [X] Right-of-Way Survey
- [X] Inspection Report

Planning Studies
- [ ] Comprehensive Plan
- [ ] Strategic (i.e. issue specific)
- [X] Mapping and/or Zoning
- [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation

- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

VILLAGE OF RUIDOSO

On-Call Professional Engineering Services for
Water and Sewer System Improvements

RFP #2026-002P | October 15, 2025

Parkhill

VILLAGE OF RUIDOSO NEW MEXICO

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Offeror Name: Parkhill **FEIN#** 75-1156936 / 02-000076-00-6

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Parkhill
   333 Rio Rancho Boulevard NE, Suite 400
   Rio Rancho, New Mexico 87124

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

   Name Kole Glover, PE
   Title Partner-in-Charge
   E-Mail Address KGlover@Parkhill.com
   Telephone Number 806.670.4105

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

   Name Kole Glover, PE
   Title Partner-in-Charge
   E-Mail Address KGlover@Parkhill.com
   Telephone Number 806.670.4105

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

   Name Kole Glover, PE
   Title Partner-in-Charge
   E-Mail Address KGlover@Parkhill.com
   Telephone Number 806.670.4105

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

A. SIGNED LETTER OF TRANSMITTAL **APPENDIX D**

__X__ The following Sub-Consultants will be used in the performance of any resultant contract:

Cobb Fendley & Associates, Inc.; Geo-Test, Inc.; SJR Consulting, Inc.

(Attach extra sheets, as needed)

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

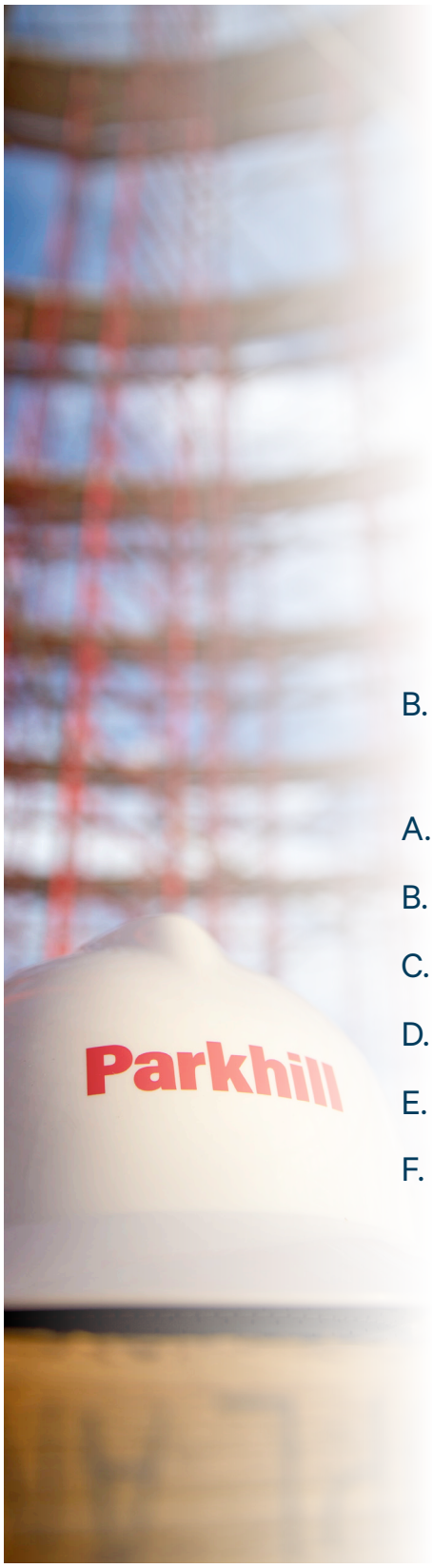
No relationship with any entity.

(Attach extra sheets, as needed)

7. __X__ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
__X__ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
__X__ I acknowledge receipt of any and all amendments to this RFP.

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

October 15, 2025
Date



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C. PROPOSAL **SUMMARY**

Parkhill is honored to submit this proposal expressing our interest in providing on-call engineering services for water and sewer system improvements to support the Village of Ruidoso in the recovery and rebuilding of its critical infrastructure following the recent flooding events. We understand the tremendous challenges your community has faced - damaging roads, utilities, and essential public systems - and we are deeply committed to helping the Village rebuild stronger, safer, and more resilient than before.

At Parkhill, our mission is to build communities that strengthen local economies and improve quality of life. For over 75 years, communities across the Southwest have relied on Parkhill for innovative, collaborative, and practical design solutions. We take pride in our tradition of personalized client service and technical excellence, and we understand that each project - and each community - has its own unique needs and priorities. Our approach is always tailored to those local circumstances, ensuring that our solutions are both effective and enduring.

Our team brings extensive experience assisting municipalities across New Mexico, Texas, and Oklahoma with water and wastewater system improvements, roadway reconstruction, drainage design, and federally funded infrastructure projects. Our engineers, grant specialists, and construction professionals work seamlessly together to deliver projects that are efficient, compliant, and responsive to each client's goals, while staying on schedule and within budget.

As your on-call engineering partner, Parkhill will be available to:

- Assess and prioritize infrastructure and utility needs
- Provide planning, design, and permitting services for water and sewer improvements
- Coordinate with planned roadway reconstruction efforts
- Assist with cost estimating, funding coordination, and grant administration
- Support construction administration and project closeout

Parkhill has partnered with numerous rural and municipal clients facing similar post-disaster recovery efforts - helping turn emergency response into long-term resilience. We approach each partnership with empathy, technical precision, and a shared commitment to helping communities not only recover but thrive.

We are honored by the opportunity to partner with the Village of Ruidoso and contribute to the success of your community. Parkhill stands ready to provide responsive, comprehensive, and high-quality engineering and architectural services that align with your goals and the requirements of federally funded projects.

Sincerely,

Kole Glover, PE
Partner-in-Charge
KGlover@Parkhill.com
806.670.4105

Jacquie Martinez, CM
Client Liaison
JMartinez@Parkhill.com
505.639.3844

D. RESPONSE TO CONTRACT **TERMS AND CONDITIONS**

30. Commercial Warranty

Revision: Standard of Care
The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license and (ii) as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect, as the case may be.

32. 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 payment liabilities, claims and obligations whatsoever arising from or under this Agreement.

39. Insurance

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

E. OFFEROR'S ADDITIONAL **TERMS AND CONDITIONS**

Parkhill does not propose any additional terms and conditions in a contract negotiated with the Village of Ruidoso.

El Paso Water 48-Inch Emergency Repair

F. RESPONSE TO **SPECIFICATIONS**

1. Corporate Experience and Capabilities

As a multidisciplinary engineering and architecture firm, Parkhill recognizes that developing accurate Engineer's Opinion of Probable Costs (EOPCs) is a critical component of our service to public agencies. Approximately 60% to 70% of Parkhill's work is performed for public sector clients, with the majority of those projects serving local governmental entities such as cities, counties, and school districts. Our mission—**Building Community** by creating inventive, relevant built environments together—is most evident in our partnerships with local governments to deliver essential infrastructure projects.

A core value at Parkhill is **Enduring Relationships.** We believe that long-term connections are a true measure of our success in keeping people at the center of all we do. In local government projects, technical knowledge is vital, but so is the trust and collaboration we build with each community. Parkhill has handpicked your project team with individuals who already share trusted, long-standing relationships with the Village of Ruidoso. We see these connections as vital to maintaining open communication, mutual trust, and continued project success. The projects highlighted herein also demonstrate this value in action.

Parkhill provides on-call engineering services to both public and private sector clients. Our approach is to listen carefully to our clients' needs and concerns, then develop a detailed scope of services for review and approval, ensuring clear direction and deliverables. We thoroughly research project conditions and maintain a clear understanding of the standard of care and level of service our clients expect. Construction projects are often highly diversified, requiring a firm with a broad base of knowledge. To meet these demands, our project teams are composed of highly motivated professionals with experience in all aspects of the applicable construction project.

As a multidisciplinary engineering and architecture firm, Parkhill recognizes that developing accurate Engineer's Opinion of Probable Costs (EOPCs) is a critical component of our service to public agencies. EOPCs are highly valuable, providing clients with the information needed for planning and budgeting. We continually update our clients with budgetary costs based on prevailing industry rates and economic factors. We meet regularly with our clients to discuss current projects and future needs, keeping the project Team aligned and providing opportunities to share new ideas for operational improvements.

Project costs are managed through the development of CPB-approved Construction Plans, Specifications, and Contract Documents that meet New Mexico State Procurement Code requirements. We develop precise, project-specific subcontractor work specifications and thoroughly evaluate cost proposals from a minimum of three qualified subcontractors with whom we have established relationships. We conduct timely pre-bid and pre-construction meetings to ensure project objectives and costs are clearly understood, and we assign qualified Parkhill staff to oversee key phases of construction.

Borger Northwest Wellfield

For over 80 years, Parkhill has employed a dedicated construction management team for each project. Our Construction Managers and Resident Project Representatives focus solely on project construction administration, bringing an average of more than 20 years of experience to each assignment. These seasoned professionals are available for deployment throughout the region to provide timely response and the knowledge required for county projects.

Other best practices at Parkhill include:

- Listening to the needs and desires of users and owners
- Considering the user and owner as integral members of the design team
- Seeking input and communication from all project stakeholders
- Integrating quality control throughout the design process

Experience Working with a Local Government Agency and the New Mexico Procurement Code

Parkhill is certified as a "Resident Business" per the New Mexico State Procurement Code, and our New Mexico clients continue to retain us for additional services—a testament to the quality of our performance. Our services are designed to help counties and municipalities plan and deliver cost-effective, environmentally safe projects at the local level.

For many rural community clients, project funding is secured through Grant Funds or Special Appropriations Projects (SAP). Parkhill's grant funding assistance experience in New Mexico spans local government, solid waste, airport, and infrastructure projects with strong relationships and compliance knowledge for state and federal funding agencies. We are frequently requested to develop Preliminary Engineering Reports (PERs) and assist with preparing Grant Fund Applications for construction projects. We have negotiated Professional Service Agreements approved by the New Mexico Environment Department (NMED) Construction Programs Bureau (CPB), which administers publicly funded projects in accordance with State Procurement guidelines. Our clients for these successful projects include Sandoval County, De Baca County, Sierra County, City of Truth or Consequences, Town of Clayton, Estancia Valley Solid Waste Authority, Southwest New Mexico Solid Waste Authority, and City of Deming. We also prepare project budgets and engineer's status reports consistent with NMED formats for timely reimbursement. To further enhance our grant funding capabilities, we have partnered with SJR Consulting, Inc., bringing added depth of experience with legislative funding sources and the New Mexico Department of Transportation.

Your Client Liaison, Jacquie, brings direct experience with federal, state, and local procurement processes, including preparing documentation for projects advertised through the Village of Ruidoso's bidding platform and maintaining consistent engagement with stakeholders. She is also familiar with the Village's Capital Projects Team, which coordinates communication among key personnel regarding capital improvements and major infrastructure projects. Parkhill will support Village staff by providing timely project updates and scheduling information to help the Team plan necessary closures and ensure effective coordination across departments.

Amount of Work to be Completed in New Mexico

Parkhill provides most services in-house from our Rio Rancho office. When ancillary services are required, we utilize the following trusted sub-consultants for survey, geotechnical, and sub-surface utility engineering services:

- CobbFendley
- Geo-Test, Inc.
- SJR Consulting, Inc.

With a staff of over 600 professionals, Parkhill can draw on additional resources and disciplines as needed.

2. Specialized Design and Technical Competence

Parkhill offers a comprehensive range of specialized design and technical competence, supported by decades of experience, a multidisciplinary team, and a proven record of innovative problem-solving for complex projects. Below is a detailed description addressing the requirements of your RFP.

Parkhill is a nationally ranked architecture and engineering firm with over 600 design professionals across 14 offices in New Mexico, Texas, and Oklahoma. Our team includes New Mexico-registered water resources and support engineering disciplines ensuring we can assemble project teams with the precise technical knowledge required for any project scope. We have provided design services to a wide array of clients, including school districts, universities, municipalities, and federal agencies, and have been a New Mexico Resident Business since 2002:

Our specialized design and technical competence is demonstrated through:

- A full-service, multidisciplinary approach including water and sewer improvements in coordination with roadway infrastructure projects.
- Experience with projects of all sizes, from large-scale vertical construction and infrastructure to small departmental remodels and specialized renovations.
- A collaborative project delivery model that retains the same partner-in-charge, project manager, and design professionals from pre-design through close-out, ensuring continuity and accountability.

Specialized Problem-Solving Techniques and Innovative Practices:

- Parkhill employs a proactive, team-oriented mindset that emphasizes transparency and accountability. We facilitate open, consistent communication with all stakeholders, document and track issues in a centralized log, and use cross-disciplinary insight to evaluate root causes and implement effective solutions.
- We leverage advanced technology, such as GIS and 3D modeling, to analyze site conditions, develop multiple solution scenarios, and optimize design outcomes. For example, our use of GIS to splice LiDAR and proposed contours allows for rapid updates and scenario planning.
- Our design process is highly iterative and interactive, involving stakeholders through visioning workshops, design charrettes, and virtual reality tools to ensure that solutions are tailored to user needs and project goals.
- We prioritize knowledge-sharing by documenting lessons learned and applying them across future projects, fostering continuous improvement and innovation.
- Parkhill's approach to project management emphasizes transparency, proactive communication, and adherence to best practices, ensuring that clients are fully informed and engaged at every stage.

Advantages Our Team Brings:

- Deep familiarity with local, state, and federal regulatory requirements, bid climates, and bioclimatic issues, particularly in New Mexico.
- A culture of responsiveness and client service, with the ability to quickly mobilize specialized teams to address project challenges.
- A strong record of successful joint ventures and associations, allowing us to scale resources and technical knowledge as needed for complex or multidisciplinary projects.
- Commitment to quality, cost control, and schedule adherence, as demonstrated by our high percentage of repeat clients and successful project outcomes.

Parkhill's proficiency in water and sewer system improvements is rooted in decades of hands-on design and implementation experience. Our engineers have a deep understanding of hydraulic and hydrologic systems, treatment processes, and distribution and collection networks. We apply this technical knowledge to develop innovative, cost-effective, and sustainable solutions that strengthen system reliability and protect public health. From rehabilitating aging infrastructure to designing new water and wastewater facilities, our in-depth engineering design experience enables us to anticipate challenges, optimize system performance, and deliver infrastructure that serves communities well into the future.

In summary, Parkhill's specialized design and technical competence, innovative problem-solving techniques, and collaborative project delivery model provide significant advantages to our clients. Our multidisciplinary team, advanced technology, and client-focused approach ensure that we deliver creative, efficient, and effective solutions tailored to the unique needs of each project.

3. Capacity and Capability of the Offeror to Perform the Work

Parkhill has worked for both large and small municipalities throughout the state to deliver on-call projects and solutions of all sizes and types. Our goal for Ruidoso in assembling our Team for this on-call contract is to bring the resources that are necessary to accomplish any assignment given. The Team below represents our key leadership for civil engineering services but, because the timing and complexity of any given project is unknown, we will verify exact personnel required at the time of the assignment. The specific individuals assigned to the project will be based on three primary criteria:

1. **Proven experience that aligns with the project needs.**
2. **Availability to adequately deliver the project and be responsive to Ruidoso.**
3. **Familiarity with Ruidoso staff, standards and processes.**

VILLAGE OF RUIDOSO NEW MEXICO

Kole Glover, PE | 25%
Partner-in-Charge

Jacquie Martinez, CM | 30%
Client Liaison

Kim LaBree, PE | 50%
Project Manager

PROJECT TEAM

Keith Rutherford, PE | 50%
Project Engineer

Mike Ramirez, PE, CCM | 30%
QA/QC

Tim Solberg, PE, CCM | 30%
Construction Manager

SUBCONSULTANTS

CobbFendley
Survey/SUE

Geo-Test
Geotechnical

SJR Consulting, Inc.
NMDOT/Legislative Funding

600+ PARKHILL EMPLOYEES FOR ADDITIONAL SUPPORT

Civil Engineering » Landscape Architecture » Interior Design » Cost Estimating » Construction Administration » Surveying » Mechanical Engineering » Electrical Engineering » Structural Engineering » Architecture

YEARS WITH PARKHILL: 7

YEARS IN INDUSTRY: 9

Kole **GLOVER,** PE

Partner-in-Charge

Kole Glover, PE is a Partner and a Civil Engineer in Parkhill's Water Resources Sector. His passion is assisting clients in the southwest with their infrastructure needs. His experience includes planning, design, and management of numerous small and large-scale water and wastewater related projects with both traditional and design-build delivery. Kole's water experience includes new and rehabilitated public water supply wells, collection and transmission systems, new and rehabilitated ground storage tanks, new and rehabilitated elevated storage tanks, booster pump stations, water line extension and replacements, and public water system setup. His wastewater experience includes wastewater line extensions and replacements and new and rehabilitated lift stations.

EDUCATION

New Mexico State University
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM No. 27134

NOTABLE PROJECTS

- Tucumcari Water Storage Improvements
- Boise City Water Well
- Boise City CDBG Wastewater Line Replacement
- Lea County Waterline PER
- Mesalands Sitework Improvements
- Hereford City-Wide Water Meter Replacement
- Wheeler CDBG Elevated Storage Tank
- Lea County Water Supply Improvements
- Dimmitt TxCDBG Water Supply Well

Jacquie **MARTINEZ,** CM

Client Liaison

With over 17 years of experience as a Project Manager in the Aviation Sector, Jacquie has built a distinguished career marked by collaboration, innovation, and impact. She excels at navigating the complexities of high-stake environments and aligning diverse stakeholder interests to drive success in strategic project and economic planning initiatives. Though her project management experience is typically within the aviation industry, her approach to each project is defined by her commitment to clear communication, strategic problem-solving, and a results-oriented mindset making her the right person to be your Client Liaison for all projects related to this contract. She believes that a client liaison is a "mentor in action", teaching teams to collaborate, adapt, and innovate, while guiding the project development process with clarity, purpose, and shared knowledge for overall success our local communities.

NOTABLE PROJECTS

- Clayton Municipal Airpark Runway 2-20 Reconstruction**
- Clayton Municipal Airpark Taxiway A Rehabilitation**
- Clayton Municipal Airpark Apron Rehabilitation**
- Lubbock Preston Smith AIrport Taxiway L Extension and Air Cargo Apron Expansion
- Artesia Taxiway A Rehabilitation

**indicates work completed with previous firm

YEARS WITH PARKHILL: 2

YEARS IN INDUSTRY: 17

EDUCATION

New Mexico State University
Bachelor of Civil Engineering Technology
Kaplan University/Purdue Global
Master of Business Administration

ACCREDITATIONS

AAAE Loretta Scott Academy
Certified Member

Kim **LABREE,** PE

Project Manager

Kim LaBree, PE, is an Associate with Parkhill's Water Resources Sector. She managed the Vinton Water and Wastewater Improvement Project which was funded by four different funding agencies and involved coordination with 10 stakeholders. Kim has a passion for getting clean water to people in need, specializing in the funding processes. She has planned, modeled and designed about 100 miles of pipeline and has presented several papers at conferences.

YEARS WITH PARKHILL	YEARS IN INDUSTRY
13	13

EDUCATION

University of Texas at El Paso

Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer

NM No. 23692

NOTABLE PROJECTS

- Vinton Phase 1 Water Improvements
- Vinton Phase 2 Water Improvements
- El Paso Water Ranchos Real Pump Station and Montana East Water Line
- El Paso Water Ascarate 8-inch Water Line Replacement
- El Paso County Colonia Revolucion Water System Improvement Project
- LVWD Transmission Pipeline Evaluation
- EPWU 24-inch Westwind Waterline
- El Paso Water Luckett Wastewater Improvements
- El Paso Water Canutillo Phase 4

Keith **RUTHERFORD,** PE

Project Engineer

Keith Rutherford, PE, is a Partner and a Senior Project Manager for Parkhill's Treatment Sector. As an expert in hydraulics, pipelines, and pumping systems, he has planned and designed small irrigation pump stations and large potable water pumping stations. He has also developed distribution system expansions and identified the need for new pressure zones in many existing water systems. Keith has been an innovator with vacuum systems technology in the Canutillo wastewater project, the second such system installed in Texas, and designed a 3 million-gallon-per-day reverse osmosis plant in Fort Stockton, the first in Texas. He designed a polymer injection system for Alto Lakes' water system near Ruidoso. He has provided hydraulic and process design for water and wastewater treatment plants ranging in size from 32,000 gallons per day to 80 million gallons per day.

NOTABLE PROJECTS

- Alto Lakes 500k Tank Project
- Alto Lakes On-Call Services
- Alto Lakes New Mexico Water System Improvements/Distribution Project
- Alto Lakes SCADA Computer Upgrade
- Alto Lakes Tank PER USDA Upgrade
- Alto Lakes W&SF Tank Replacement PER Update
- Hobbs General Engineering Services Agreement
- Chippeway Park Water Association PER
- Anthony Sonic Lift Station Replacements
- Las Cruces Downtown Revitalization Street Improvements - 2 Way Conversion

YEARS WITH PARKHILL	YEARS IN INDUSTRY
30	30

EDUCATION

University of Texas at El Paso

Master of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer

NM No. 18953

Mike **RAMIREZ,** PE

QA/QC

Mike Ramirez, PE, is a Partner and a Regional Business Development Leader. He brings 25 years of experience in multidisciplinary projects. Prior to leading the Construction Phase Services/Construction Management Sector, Mike managed several million dollars in infrastructure across West Texas. He has managed the staff, document control protocols and project documentation procedures. He has directly managed or served as the partner-in-charge for similar projects for the City of Amarillo, City of El Paso, and El Paso Water.

YEARS WITH PARKHILL	YEARS IN INDUSTRY
24	25

EDUCATION

University of Texas at El Paso
Bachelor of Science, Civil Engineering

REGISTRATION

Licensed Professional Engineer
NM No. 18901
Certified Construction Manager
No. 18901

NOTABLE PROJECTS

- Butterfield Trail Regional Landfill
- Hobbs General Engineering Services Agreement
- Carlsbad Primary Lift Station Electrical Upgrades
- Hobbs NE Reclaimed Water Distribution System
- Anthony Sonic Lift Station
- Alto Lakes New Mexico Water System Improvements/Distribution Project
- Mesilla Water System Improvements
- Las Cruces Downtown Revitalization Street Improvements - 2 Way Conversion

Tim **SOLBERG,** PE, CCM

Construction Manager

Tim Solberg, PE, CCM, is an Associate and Construction Project Manager in Parkhill's CPS/Construction Management Sector. He has managed and pushed countless engineering and construction projects over many different fields. This includes aviation, commercial real estate, water utilities, and electrical transmission and substation projects. He has been a member of the American Institute of Steel Construction and is affiliated with the American Water Works Association and the Texas Society of Professional Engineers. Tim has supported El Paso Water with construction management for several projects, including projects at water and wastewater treatment plants, water tanks, booster stations, pump stations, and stormwater areas. He coordinates with the owner, engineers, and general contractors to deliver quality projects.

NOTABLE PROJECTS

- El Paso Water Packed Towers Design and Construction Support
- El Paso Water Ranchos Real Pump Station and Montana East Water Line
- El Paso Water Arroyo 1 Dam - Detention Improvements
- El Paso Water Northwest and Northeast Reclaimed Tank Rehabilitation
- El Paso Water Upper Valley 30" Outfall Relocation
- EPIA Taxiway G Construction Management Services
- El Paso Water Hickerson Bar Screen Replacement TO#4
- El Paso Water On-Call MEP Services

YEARS WITH PARKHILL	YEARS IN INDUSTRY
1	14

EDUCATION

Stanford University
Master of Structural Engineering

REGISTRATION

Licensed Professional Engineer
NM No. 30037
Certified Construction Manager
No. 38807

ALTO LAKES WATER SYSTEM IMPROVEMENTS/DISTRIBUTION

CONTACT

David Edington
E: dedington@altolakes.net
P: 575.336.4333

Parkhill provided Construction Phase Services for the Alto Lakes Water & Sanitation District to upgrade its water system and improve fire protection in Alto Lakes, N.M. The project included renovating a pump station, installing 6,000 LF of 6- and 8-inch waterlines, three pressure-reducing stations, 38 fire hydrants, and completing two street overlays. Parkhill coordinated with NMED, residents, and Lincoln County officials, and structured the project with a base bid and additive alternates to match available funding. Lower-than-expected bids allowed the addition of 2,000 LF of 8-inch waterline.

LOWER VALLEY INTERCEPTOR COLLAPSE

CONTACT

XX
E: XX
P: XX

Voids created as soil fell from above into failed pipe under a busy Lower Valley El Paso street eventually became large enough to reveal large underground caverns. Parkhill was contracted to help repair the catastrophic failure of the pipe as quickly as possible to allow the interceptor to continue to flow and without creating new sinkholes in the neighborhood that would impede the day-to-day commute for the residents, including school buses. More than 5,000 linear feet of CIPP was used parallel to the railroad tracks and within the neighborhood along with 24/7 by-pass pumping. Repair of the line proved to be difficult and challenging due to the location of the interceptor next to the railroad and overhead power lines. The project included using ground penetrating radar. It was completed in 126 days with minor delays. Responsiveness, efficiency in getting the railroad permits quickly, managing the costs and a small change order percentage were pluses.

EL PASO WATER 48-INCH EMERGENCY REPAIR

CONTACT
Gisela Dagnino, PE
E: gdagnino@parkhill.com
P: 915.594.5553

On an early morning in August of 2017, Parkhill was called to attend a site meeting. A car had fallen into a sinkhole on La Placita Avenue and El Paso Water was responding to an emergency. Parkhill was tasked to evaluate different options to repair a collapsed portion of parallel 48-inch corrugated metal storm drains. Parkhill quickly called on its network of pipe suppliers and contractors to help El Paso Water get a contractor on site to start repairs immediately.

The first phase was in a neighborhood that included a large apartment complex and a day care that required a lot of coordination. The first phase included the open cut and removal of the existing CMP and replacing with ADS plastic pipe. Parkhill had to coordinate with a subcontractor that provided nearly 2,400 feet of Ground Penetrating Radar Services (GRPS) that would help identify any voids under the streets located within the neighborhood. This procedure provided additional verification and size of any additional voids located under the pavement that would not be identified with the videotaping of the line.

The initial repair consisted of the removal and replacement of approximately 770 LF of parallel 48-inch corrugated metal pipes (CMP) storm drain along La Placita Ave and approximately 400 LF of parallel 48-inch CMP storm drain pipes along Villa Hermosa. Project includes removal and replacement of 12, 48-inch manholes, HMAC, sidewalk, curb and gutter, landscaping and handicap ramps. The scope of work was extended to install approximately 2,000 linear feet of 42-inch Cured in-Place Pipe (CIPP) along Belvidere Street and the rehabilitation or replacement of seven manholes.

Coordination was vital during this project because of the location of the project. The second phase was along an extremely busy roadway and one of the busiest intersections in El Paso, Belvidere and Westwind. Due to the extreme amount of vehicle traffic in the area, CIPP was utilized for this portion of the work. Utilizing CIPP reduced the amount of roadway to closures and was able to keep the intersection open with only minimal impact to traffic. Choosing CIPP for the second phase, El Paso Water was able to utilize the use of the Buy-Board, which saved precious time compared to bidding the project. Parkhill assisted in this coordination during the negotiation process.

5. Proximity to or Familiarity with the Area in which the Project is Located

Proximity

Parkhill has a long history of service throughout New Mexico and Southwest Texas, supported by decades of regional experience and strong local relationships. With more than 80 years of engineering and architectural experience across our offices, we have developed deep knowledge of the unique infrastructure needs, environmental conditions, and community priorities in this part of the Southwest.

Parkhill Office Locations

Our full-service capabilities and multidisciplinary team bring more resources, experience, and depth than most firms in the region. We understand the scope of work under the On-Call contract may include, but is not limited to, roadway and drainage projects—areas where we frequently collaborate with public works departments and local agencies. We also recognize that other departments may have additional infrastructure or facility needs requiring specialized services or integrated solutions. Parkhill is well positioned to support the Ruidoso community with any project that arises.

Familiarity with the Area

Our team has a strong familiarity with the Village of Ruidoso, particularly through our client liaison, Jacquie, who previously worked on airport projects for the Village for approximately eight years before joining Parkhill. Her firsthand experience with the Village's processes, staff, and community values provides us with a unique understanding of how to successfully navigate local procedures and expectations. We recognize the importance of operating as an extension of Village staff, maintaining open and effective communication, and delivering projects that reflect the Village's vision and pride. Additionally, we are partnering with Cobb Fendley for subsurface utility engineering (SUE) and survey services. Their extensive history of locating utilities for the Village gives them a deep understanding of existing infrastructure and future system needs - further strengthening our ability to provide accurate, efficient, and well-coordinated project delivery.

6. Current Volume of Work with the Contracting Agency not 75% Complete

Parkhill does not currently have any work contracted with the Village of Ruidoso.

7. Signed Campaign Contribution Form (Appendix B)

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

_____ October 15, 2025
Signature Date

Partner-in-Charge
Title (Position)

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Kole Glover, PE | Partner-in-Charge
Typed Name & Title of Authorized Representative

October 15, 2025
Date

Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

STATE OF Texas)

COUNTY OF Potter)

PERLA PEREZ
Notary Public, State of Texas
Comm. Expires 10-02-2028
Notary ID 135114908

Kole T. Glover , being first duly sworn, deposes and says:

That he/she is Kole T. Glover of Parkhill, Amarillo, Tx who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: _____

SUBSCRIBED and sworn to before me this 8th day of Oct 2025

Notary Public: _____

My commission expires: 10/02/2028

APPENDIX H – PROJECT/CONTRACT LISTING FORM

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

Firm: Parkhill Date: October 15, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1.					
2.					
3.					
4.					
5.					
			Totals	$0.00	$0.00

Table B-On-Call Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1.						
2.						
3.						
4.						
5.						
		Totals	$0.00		$0.00	$0.00

Notes:

1. If any award does not proceed in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror,

within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

Parkhill does not currently have any contracts with the Village of Ruidoso.

11. New Mexico Preferences (If Applicable)

PARKHILL SMITH & COOPER INC
333 RIO RANCHO DR NE STE 400
RIO RANCHO, NM 87124-1460

June 20, 2019
CRS: 02-000076-00-6
Letter ID: L1953025200

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
10-Apr-1984	02-000076-00-6	01-Apr-1984
Business Location: 333 RIO RANCHO DR NE STE 400		Business End Date
City and State: RIO RANCHO, NM		Zip Code: 87124-1460
Taxpayer Name: PARKHILL SMITH & COOPER INC		Taxpayer Type: S Corp
Firm Name: PARKHILL SMITH & COOPER INC		Filing Frequency: Monthly
Mailing Address: 333 RIO RANCHO DR NE STE 400		
City and State: RIO RANCHO, NM		Zip Code: 87124-1460

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: PARKHILL SMITH & COOPER INC

DBA: PARKHILL SMITH & COOPER INC
333 RIO RANCHO BLVD NE STE 400
RIO RANCHO, NM 87124-1460

Expires: 02-Jul-2028

Certificate Number:

L0129997680

Stephanie Scharam Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Date: October 3, 2025

Ref: RFP# 2026-002P On-Call Engineering Services for Water and Sewer Improvements

ADDENDUM #1

The following is being provided in response to questions/comments submitted by offerors/to include the following items and shall be incorporated into the RFP documents for the above referenced project.

***Questions Submitted on September 30, 2025:**

Q1. The RFP indicates federal funding, however, does not include any requirements for Disadvantaged Business Enterprises (DBE) Certification. Does this RFP require DBE Certifications, and if so, could the proposal due date be extended to allow time to complete the certification?

A1. No, the DBE Certification will not be required. At this time we are not extending the RFP due date.

***All questions must be submitted in writing. Reminder, the last day for written questions is 10/02/2025 at 5:00 PM local time**

The above clarification/adjustments shall be incorporated in the RFP documents and included in your proposal. Please enter the latest addendum number on the bid page where requested.

All other terms and conditions of RFP #2025-002P remain unchanged.

Please sign and return by E-Mail (See Below)

Parkhill
Company

Signature

October 9, 2025
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2026-002P
On-Call Professional Engineering Services for Water and Sewer System Improvements

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Parkhill

REPRESENTED BY: Kole Glover, PE

TITLE: Partner-in-Charge PHONE NO.: 806.670.4105

E-MAIL: KGlover@Parkhill.com FAX NO.: 806.630.4301

ADDRESS: 333 Rio Rancho Blvd. NE, Suite 400

CITY: Rio Rancho STATE: New Mexico ZIP CODE: 87124

SIGNATURE: DATE: October 8, 2025

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

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

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

Parkhill

COST PROPOSAL

VILLAGE OF RUIDOSO

On-Call Professional Engineering Services for
Water and Sewer System Improvements

RFP #2026-002P | October 15, 2025

Parkhill

VILLAGE OF RUIDOSO NEW MEXICO

Parkhill

Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: Village of Ruidoso **Project:** RFP #2026-002P

Agreement Date: N/A **Location:** Ruidoso, New Mexico

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$67.00
SUPPORT STAFF II	$78.00
SUPPORT STAFF III	$108.00
SUPPORT STAFF IV	$115.00
SUPPORT STAFF V	$127.00
SUPPORT STAFF VI	$138.00
PROFESSIONAL LEVEL I	
Architect	$135.00
Civil Engineer	$147.00
Electrical Engineer	$150.00
Interior Designer	$128.00
Landscape Architect	$128.00
Mechanical Engineer	$141.00
Structural Engineer	$141.00
Survey Tech	$120.00
Other Professional	$126.00
PROFESSIONAL LEVEL II	
Architect	$146.00
Civil Engineer	$165.00
Electrical Engineer	$170.00
Interior Designer	$135.00
Landscape Architect	$135.00
Mechanical Engineer	$162.00
Structural Engineer	$160.00
Survey Tech	$130.00
Other Professional	$133.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$166.00
Civil Engineer	$203.00
Electrical Engineer	$198.00
Interior Designer	$148.00
Landscape Architect	$160.00
Mechanical Engineer	$189.00
Structural Engineer	$196.00
Survey Tech	$152.00
Other Professional	$146.00
PROFESSIONAL LEVEL IV	
Architect	$202.00
Civil Engineer	$237.00
Electrical Engineer	$232.00
Interior Designer	$162.00
Landscape Architect	$173.00
Mechanical Engineer	$222.00
Structural Engineer	$226.00
Survey Tech	$185.00
Other Professional	$172.00
PROFESSIONAL LEVEL V	
Architect	$246.00
Civil Engineer	$281.00
Electrical Engineer	$279.00
Interior Designer	$195.00
Landscape Architect	$211.00
Mechanical Engineer	$266.00
Structural Engineer	$250.00
Professional Land Surveyor	$210.00
Other Professional	$192.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$259.00
Civil Engineer	$282.00
Electrical Engineer	$281.00
Interior Designer	$211.00
Landscape Architect	$226.00
Mechanical Engineer	$268.00
Structural Engineer	$252.00
Professional Land Surveyor	$235.00
Other Professional	$219.00
PROFESSIONAL LEVEL VII	
Architect	$330.00
Civil Engineer	$340.00
Electrical Engineer	$334.00
Interior Designer	$241.00
Landscape Architect	$290.00
Mechanical Engineer	$317.00
Structural Engineer	$334.00
Professional Land Surveyor	$285.00
Other Professional	$277.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025.
After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Parkhill

Parkhill.com

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Souder, Miller & Associates, hereinafter referred to as the "Consultant" 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	Souder, Miller & Associates,
Department: Finance	Marty Howell, P.E.
ATTN: Procurement Manager	ATTN: President
Street: 313 Cree Meadows Drive	Street: 3500 Sedona Hills Parkway
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Las Cruces, NM 88011
Phone: 575-258-4343 Ext. 1082	Phone: 575-449-3213
Email: purchasing@ruidoso-nm.gov	Email: marty.howell@soudermiller.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Marty Howell, P.E., President

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

Lynn D. Crawford, Mayor

Date:_____

Souder, Miller & Associates,

Marty Howell, P.E., President

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
- [X] Programming Phase
- [X] Schematic Phase
- [X] Design Development Phase
- [X] Construction Documents Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Administration Phase
- [X] Post-Construction Phase

Engineers
- [X] Study and Report Phase
- [X] Preliminary Design Phase
- [X] Final Design Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Phase
- [X] Operational Phase

Surveyors
- [X] Property Boundary survey
- [X] Topographic Survey
- [X] Easement Survey
- [X] Right-of-Way Survey
- [X] Inspection Report

Planning Studies
- [ ] Comprehensive Plan
- [ ] Strategic (i.e. issue specific)
- [X] Mapping and/or Zoning
- [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation

- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

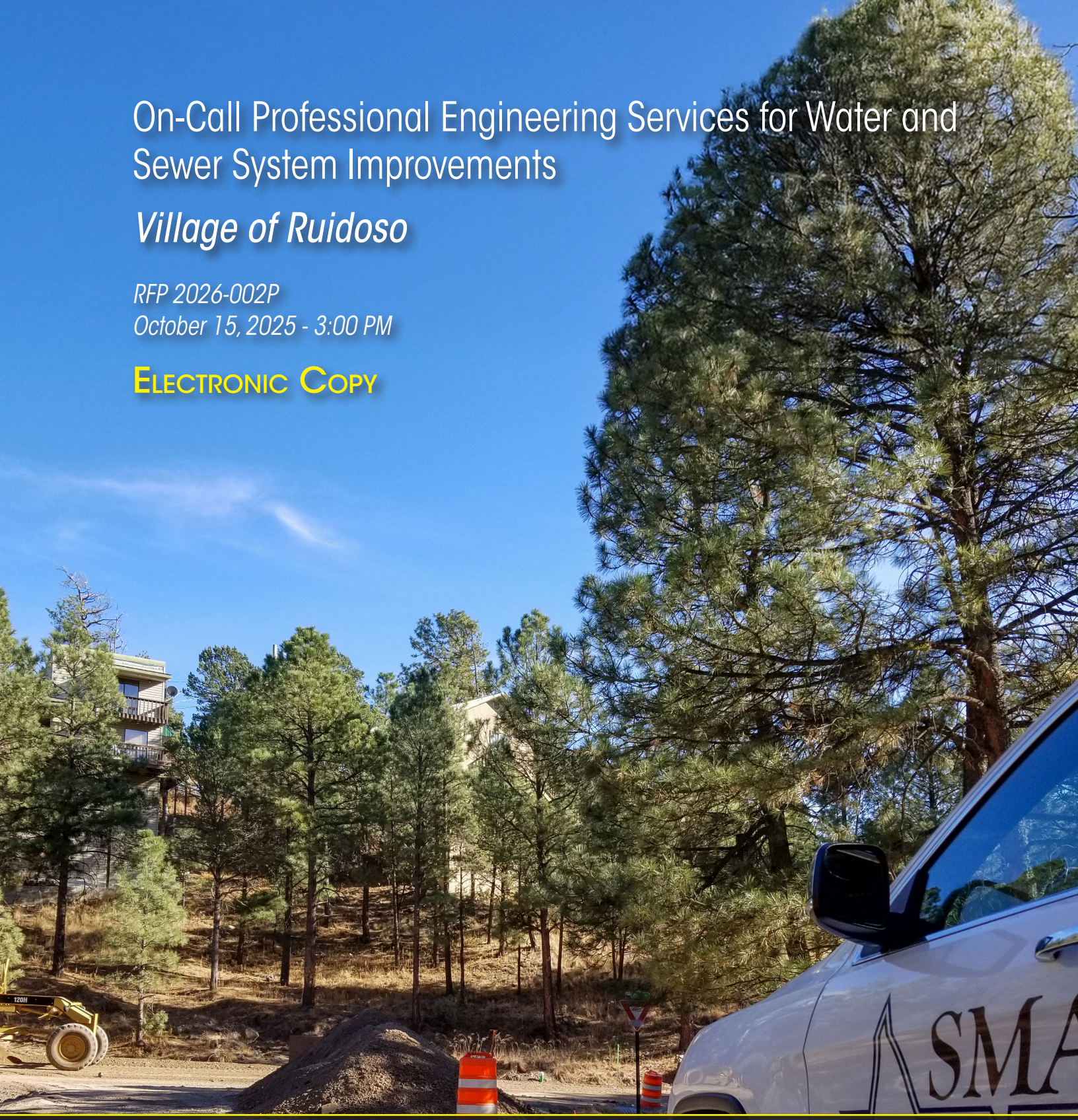
- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

On-Call Professional Engineering Services for Water and Sewer System Improvements

Village of Ruidoso

RFP 2026-002P
October 15, 2025 - 3:00 PM

ELECTRONIC COPY



Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
Stronger Communities by Design®
www.soudermiller.com

Tab A: Signed Letter of Transmittal

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Offeror Name: Souder, Miller & Associates **FEIN#** 85-0336964

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Souder, Miller & Associates
   3500 Sedona Hills Parkway
   Las Cruces, NM 88011

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

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

   Name Marty Howell, P.E.
   Title President
   E-Mail Address marty.howell@soudermiller.com
   Telephone Number 575.449.3213

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

✓ The following Sub-Consultants will be used in the performance of any resultant contract: ***as needed***

Sites Southwest, LLC; Desert Peaks Architects; The Response Group; RBM Engineering, Inc.

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

7. ✓ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   ✓ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   ✓ I acknowledge receipt of any and all amendments to this RFP.

Mark Howell — October 8, 2025

Authorized Signature — Date

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

Tab B: Table of Contents

B. Table of Contents

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Signed Campaign Contribution Form
Signed Debarment Certification
Signed Non-Collusion Affidavit
Project/Contract Listing Form
New Mexico Resident Business Certificate
Certificate of Liability Insurance

Tab C: Proposal Summary

Proposal Summary

This proposal has been prepared by SMA in accordance with the Village of Ruidoso RFP #2026-002P for On-Call Professional Engineering Services for Water and Sewer System Improvements, issued September 25, 2025. Through our review of the RFP and Addendum #1, and through our close working relationship with the Village on multiple projects in recent years, we understand the Village's need for improving various water and wastewater system infrastructure. With our experience on the projects listed in Sections 4, 5, and 6 of this proposal submittal, SMA has first-hand knowledge of the conditions facing the Village in their efforts to provide clean and safe drinking water and reliable wastewater disposal for the community.

SMA appreciates this opportunity to propose to the Village to provide professional engineering services in support of the anticipated on-call contract. Our project team will be led by Marty Howell, P.E., the same Senior Engineer and Project Manager who is presently leading SMA's efforts for the Village's projects noted in Sections 4, 5, and 6 of this proposal submittal. Our proposed team also includes staff who have worked on these and several other Village infrastructure projects.

SMA will apply the lessons learned from previous water and sewer improvements project that will require the contractor to restore all disturbed roadways prior to November 1st, in any construction year thereby protecting the Village and its citizens from unacceptable roadway conditions in the winter months.

SMA is an incorporated, New Mexico-based, employee-owned consulting firm serving clients throughout the state and the entire Mountain West region since 1985. SMA takes great pride in being known for providing professional engineering, environmental, and geomatics services to communities throughout New Mexico. SMA has provided project management, design, construction phase services, and planning services to numerous municipal clients throughout New Mexico for nearly four decades.

With more than 190 employees throughout 12 offices, SMA has the resources to support the proposed team to perform the anticipated planning, design, environmental, surveying, and construction services. Our past and current success is based on understanding the concerns, challenges, restrictions, requirements, and funding constraints faced by rural communities. We listen to our clients and work with them to develop solutions to their unique infrastructure needs.

SMA's experience with projects overseen and/or funded by the funding sources noted in the RFP will allow us to expedite the process to successfully complete the Village's projects in the desired timeframe and access project payment from the respective agencies with no delays.

We appreciate your consideration of this proposal, and we look forward to continuing our valued relationship with the Village of Ruidoso.

SMA has assisted the Village in acquiring funding for numerous projects over the past six years, including providing support in the development of 11 Water Trust Board applications for the most recent funding cycle.

Additionally, SMA has worked closely with the Village to provide pro bono assistance with flood recovery efforts, including assessing damage, providing cost estimates, and providing engineering backup for emergency funding requests.

Tab D: Response to Contract Terms and Conditions

D. Offeror's Response to Contract Terms and Conditions

D. Offeror's Response to Contract Terms and Conditions

SMA accepts all terms and conditions set forth in the RFP and the sample contract.

Tab E: Offeror's Additional Terms and Conditions (N/A)

E. Offeror's Additional Terms and Conditions (N/A)

E. Offeror's Additional Terms and Conditions (N/A)

SMA does not have any additional terms or conditions.

Tab F: Response to Technical Specifications

1: Corporate Experience and Capabilities

1. Corporate Experience and Capabilities

Relevant Corporate Experience

Souder, Miller & Associates, Inc. (SMA) successfully provides professional engineering, environmental, and geomatics services to utility clients throughout New Mexico, ***including current and past projects for the Village of Ruidoso (Village)***. Emphasizing close working relationships and frequent interaction allows us to provide the highest quality product tailored to our client's needs while closely managing project costs and timelines.

SMA was established in 1985 and has grown to become an employee-owned, 190-person civil engineering, environmental, and geomatics consulting firm dedicated to serving clients throughout the Mountain West. SMA has six offices in New Mexico, as well as branch offices in Arizona, Colorado, and Texas. Each year, our staff assists New Mexico communities with projects to address a variety of concerns, all of which aim to create the greatest benefit to each community.

The SMA team is structured to provide the Village with the highest quality services using experienced professionals all coordinated from SMA's Las Cruces office, which has proven to serve the needs of the Village of Ruidoso on several current and past projects. SMA began expanding into southern New Mexico in 1995 with our Las Cruces office and has since opened additional offices to serve our southern New Mexico clients.

SMA has 40 years of specific experience and technical expertise pertinent to the services requested by Village of Ruidoso and has worked with numerous state, federal, municipal, tribal, and private clients on projects throughout the region, including current and past projects for the Village. SMA has successfully performed professional engineering and consulting services on numerous infrastructure projects utilizing multiple disciplines both as basic services and on an as-needed task order basis.

Our staff has provided water resource services similar to those anticipated for the Village of Ruidoso to clients throughout New Mexico including but not limited to those noted in the following table:

Village of Ruidoso	Anthony W&SD
City of Carlsbad	Berrendo Cooperative WUA
City of Eunice	Cedar Creek MDWCA
City of Jal	Chamberino MDWC & SA
City of Las Cruces	Chippeway Park WA
Town of Carrizozo	Enchanted Forest MDWCA
Town of Dexter	Fambrough MDWCA
Village of Corona	Garfield MDWCA & MSWA
Hondo Valley PSD	La Luz MDWC & MSWA
Alto Lakes W&SD	Lower Rio Grande PWWA

Grant Funding Consulting, Searching, and Application Process

SMA is highly skilled at identifying, obtaining, and managing the necessary funds to transition our clients' needs to a completed project.

SMA staff members successfully secure an average of more than $10 million per year in total project funding (primarily grants) for our valued clients. Our project team has successfully completed planning, design, and/or construction phase services on infrastructure projects utilizing funding from more than 30 local, state, and federal sources.

SMA also works with our clients to identify, plan, and prioritize projects for the New Mexico Department of Finance & Administration (DFA) Infrastructure Capital Improvement Plan (ICIP). This planning process is often a requirement for eligibility for various funding sources. SMA has successfully completed planning, design, and/or construction phase services on projects utilizing funding from more than 30 local, state, and federal sources.

SMA's Project Manager, Mr. Marty Howell, P.E., has previously assisted the Village in the development of multiple applications for Water Trust Board (WTB) and Community Development Block Grant (CDBG) funding, which have both been successfully utilized for past and current Village projects.

Planning

SMA has significant knowledge of the Village of Ruidoso, its staff, and its past planning activities. Over the past five years, SMA has assisted the Village with the development of several infrastructure planning projects, most recently being the Water Master Plan and Solid Waste Master Plan that both also contained detailed asset management components.

Our team members have extensive experience in planning activities, both for individual project tasks and in master planning reports for infrastructure, transportation and traffic, community facilities, and present and future land use for a variety of municipal clients. SMA develops many types of infrastructure planning documents, including but not limited to:

- Preliminary Engineering Reports (PER)
- Comprehensive Plans
- Asset Management Plans (AMP)
- Water Conservation Plans
- GPCD Analysis and AWWA Water Audits
- Drought Contingency and Emergency Response Plans
- Route and Alignment Studies
- Feasibility Studies
- Utility Master Plans
- Drainage Master Plans
- Sustainability Plans
- Capital Improvement Plans
- Project Scoping Reports

SMA has broad experience in planning and studies for new infrastructure and existing infrastructure upgrades and has completed numerous design, construction administration, and construction oversight projects, including engineering and design studies. The evaluation of each project considers multiple factors, including, but not limited to, location, planned growth, ease of operation and maintenance (as applicable), potable water quality, sewer requirements, regulatory requirements, constructability, hydrogeology, costs, funding, administration, and public opinions.

Our teaming partner, SSW, has extensive past experience with the Village of Ruidoso and will provide additional planning assistance as necessary, should a project require further services. SMA has worked with SSW on numerous successful planning projects throughout the state, including the Village of Ruidoso, over the past two decades.

Design Services

Our project team has substantial experience in engineering design for water and wastewater improvements and related infrastructure. In addition to specific past experience with similar projects of this type, we are familiar with the Ruidoso area, that provides our project team with advanced knowledge of project logistics.

SMA starts the design process by interviewing the client and analyzing the existing system infrastructure and data and any available prior planning documents. SMA creates and runs a hydraulic model to determine how the improvements will impact the water system and analyzes the demand of the existing system or change to infrastructure and customers. Alternatives are evaluated, taking into consideration potential environmental impacts, land requirements, potential construction concerns, sustainability considerations, and life cycle cost analysis.

Based upon the findings of the data collection phase and available sources of design and construction funding, SMA prepares contract documents, technical specifications, detailed plans, and an opinion of probable construction costs. These documents will be in a form suitable for competitive bidding as required by funding and regulatory agencies

Surveying Services

SMA has field crews and equipment resources to complete any surveying that may be required to complete the Village's anticipated projects. Surveying projects have included easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA surveys; photogrammetric mapping; route surveying for electrical lines; construction surveys; aerial drone; and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS). Additionally, SMA utilizes multiple unmanned aerial vehicles (UAV aka "drone") with high-pixel cameras for site specific mapping applications.

Environmental Services

Infrastructure improvement projects sometimes require environmental documentation as a condition of funding and regulatory agencies. SMA has conducted archaeological, threatened/endangered species studies, and Environmental Assessments (EA) compliant with National Environmental Policy Act (NEPA) requirements for many municipal and rural utility clients in southern New Mexico, including several clients throughout Lincoln County, particularly at sites in the Sierra Blanca Mountains, and have an advanced knowledge of the area. SMA has also completed categorical exclusion checklists for CDBG, EDA, and Drinking Water Revolving Loan fund requirements.

Architectural Services

SMA's teaming partner, DPA, is familiar with the logistics and requirements of projects similar to those anticipated for the Village of Ruidoso. DPA has an established process to address each element of this type of project. Focusing on collaboration, documentation, and coordination between internal staff, teaming partners, and external stakeholders, their staff successfully navigates each element of every project, including the phases of programming/pre-design, schematic design, design development, construction documents, bid phase, and construction administration. For any architectural need for the project, such as the anticipated need for disaster damage assessment and recovery work for buildings and other structures, DPA will work closely with SMA and the Village of Ruidoso to develop a quality product and ensure the Village's needs are being met.

Landscaping Services

Our teaming partner, SSW, will provide landscape architecture services for the Village's anticipated projects. Whether the project is small or large, SSW keeps economic, social, and physical sustainability in mind. They believe great places are created through the thoughtful and collaborative integration of site, environment, and culture. To that end, SSW understands and respects the diverse ecosystems, cultures, traditions, and environments of the region. SSW will coordinate with SMA and Village staff to develop landscape designs that enhance each project site and fit in with the Village's vision.

Electrical Engineering

Electrical Engineering and Systems Control support (if needed) will be performed by The Response Group, Inc. (TRG). TRG offers proven expertise in municipal infrastructure and other complex facilities, delivering reliable, cost-effective solutions through a commitment to quality and client-focused service. TRG has also worked with SMA on many projects involving electrical and controls design for well houses, storage tanks, and pump stations. TRG has provided similar services on several SMA projects throughout the state, ***including past projects for the Village of Ruidoso.***

Mechanical Engineering

Mechanical Engineering services (if needed) will be performed by RBM Engineering. RBM has provided mechanical, electrical, and plumbing engineering services to clients throughout the southwest for more than 30 years. SMA has worked with RBM on many similar projects, and our staff have established a strong working relationship. SMA's clients for whom RBM has provided similar services have included City of Carlsbad, Lower Rio Grande PWWA, Town of Dexter, and Garfield MDWCA.

Bid and Construction Phase Services

As part of the design services provided, SMA can prepare all contract and bidding documents, including plans and specifications. SMA can manage the entire bidding process including advertisement for bids, bid opening, contractor evaluation, bid tabulation, recommendation of contract award, review of bonding and insurance, notice of award, construction contract processing and notice to proceed. SMA will hold a pre-construction meeting with the selected construction contractor(s) to review construction protocol and coordination between contractors to assure compliance with the design documents, NMED and County regulations, and the Construction Quality Assurance (CQA) procedures developed for the project.

SMA provides complete construction management services, including inspections, for a variety of water and wastewater system projects. SMA prepares construction certification reports and quality assurance reports for infrastructure projects that meet all funding and regulatory agency requirements. SMA also provides full-time and part-time construction observation for our water and wastewater system clients.

SMA has 40 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently.

Beyond customary inspection tasks such as verification of materials, quantities, construction techniques and compliance with bid specifications, SMA also has the availability of several in-house survey crews to provide verification of grades, limits of construction and slopes should the need arise. Construction inspection services often also involve close involvement with funding agencies for completion of pay requests and closeout documentation.

SMA provides support services from the pre-construction meeting, through the final walk-through and the one-year warranty meeting. As required for each project and the project funding agency, SMA's observation personnel are OSHA safety trained and PPE equipped. Our construction observation staff prepares detailed daily reports that are available to the project engineer and client. SMA's project engineer monitors progress pay applications, information requests and issues review and approval of all project submittals. Upon project completion, SMA provides funding agency closeout documents, operation and maintenance manuals (if required), reconciliation of funding and construction payments and engineering completion certifications.

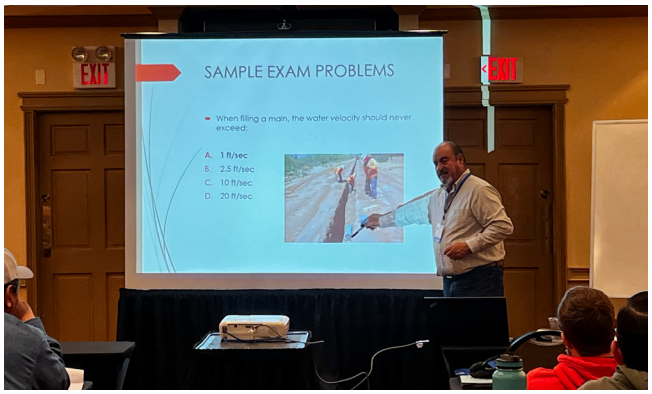
Operational Phase Services

Water and wastewater system startup and operation often requires substantial troubleshooting skills, whether the facilities are brand new or upgraded/retrofitted from previous systems. Potential components of the process can include the debugging of equipment and the transition of old processes to new with minimal operational interruption. These transitions often include the coordination between the client, construction contractors, electrical and controls subcontractors, design engineers and existing operations staff.

SMA has many New Mexico Certified Water System and Wastewater System Operators in-house, several of whom have previously served in positions such as Utility Director, WWTP Operations Manager, and Facilities Manager for several municipalities throughout the state.

SMA offers detailed training to operations staff with SOPs that are streamlined, easy to understand and comply with all regulatory requirements. SMA requires videotaped on-site training from system vendors so operators have ready access to the information they need. SMA also schedules follow-up training several months after start-up so operators can ask more detailed questions from equipment providers. The SMA approach to start-up assistance provides a multidisciplinary team with the experience to solve real-world problems.

Additionally, Gallatin Operational Solutions (Gallatin) provides operations and technical support for several facilities throughout New Mexico. This staff includes Level 4 operators, supervisors, and other employees who handle day-to-day operations, maintenance, and compliance at the facilities.



SMA regularly attends and provides instructors at various conferences and seminars, including the New Mexico Water & Wastewater Association Conference and the New Mexico Rural Water Conference. Our staff provides training for water and wastewater operators in the areas of operations, maintenance, and management of their systems.

2: Specialized Design and Technical Competence

2. Specialized Design and Technical Competence

The SMA team has successfully held several on-call engineering contracts with a variety of clients with varying professional consultant needs, including local communities, counties, tribal entities, rural utilities associations, and various state agencies. While the size of projects and project requirements may change, the client requirements do not. The nature of an on-call contract presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks.

To adequately meet the Village's needs, a consultant MUST be responsive and have resources available at any time. SMA will capitalize on the flexibility and timeliness afforded the Village by the on-call nature of the contract. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- **Single point of contact for the client with a thorough understanding of task requirements**
- **Familiarity with engineering staff, policies, procedures, and specifications**
- **Multi-discipline capabilities**
- **Qualified engineers and technicians**
- **Available staff with diverse capabilities**
- **In-place quality assurance/quality control (QA/QC) measures and programs**
- **In-place accounting systems to handle on-call tasks and accelerated schedules**
- **Experience with on-call service contracts**

We recognize this need and will provide the technical expertise and personnel necessary to complete assignments. We have included specialty subconsultants to further deepen our capabilities. When necessary or as funding constraints dictate, SMA will develop alternative solutions including advantages, disadvantages, priority lists of projects, and construction costs which will provide the information necessary to make an informed decision for proceeding with the project.

On-Call Services

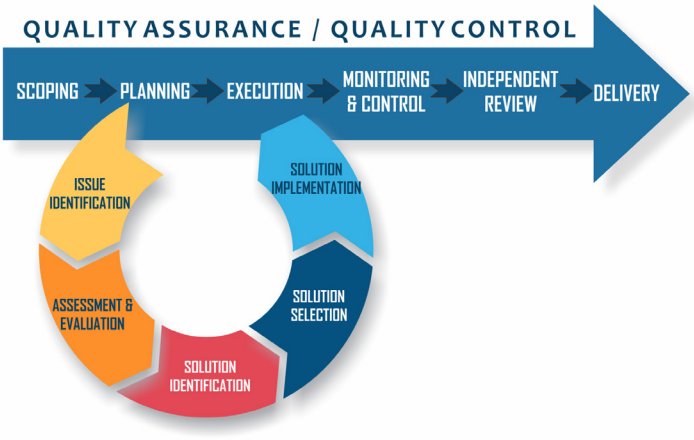
SMA has provided the Village's requested services for on-call contracts for more than 75 clients throughout the Mountain West region. The following represents a small sampling of clients for which the SMA project team has recently provided and/or is currently providing on-call infrastructure engineering services:

Village of Ruidoso	Bernalillo County
City of Albuquerque	Curry County
City of Artesia	Doña Ana County
City of Carlsbad	Eddy County
City of Clovis	Grant County
City of Jal	Lea County
City of Las Cruces	Otero County
City of Lovington	Mescalero Apache Tribe
City of Roswell	NMDOT
Town of Mesilla	NMED
Lower Rio Grande PWWA	NMSU

Specialized Services and Best Practices

Quality Assurance/Quality Control (QA/QC)

SMA provides high quality services in a timely and cost-effective manner, through effective planning, control of operations, management, and oversight along with continual process improvement. Our Quality Assurance/ Quality Control (QA/QC) Policies & Procedures stipulate the process for embedding and documenting quality reviews and checks and balances into each project's life cycle, irrespective of the technical discipline or location where the work is being completed. Individuals responsible for QA/QC reviews and activities are identified and documented in the planning stage of a project.



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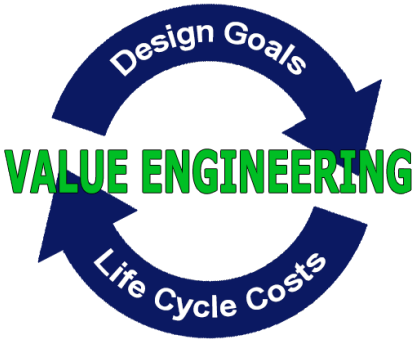
Project deliverables are independently reviewed by senior and project level staff other than the author during the development process and before being delivered to the client. All project deliverables receive review and verification during development at all milestone submittals.

All members of the project team have the authority and responsibility to identify quality problems and to initiate, recommend, provide, and verify the necessary solutions. Records of QA/QC activities are documented, stored, and audited on a regular basis ensuring projects follow the requisite procedures. A corrective action plan is implemented if non-conformities with the QA/QC Policy & Procedures are identified. SMA project managers maintain control of product quality while providing successful, on time, cost-effective services to our clients through this ongoing, real-time approach.

Value Engineering

Value engineering is an integral part of SMA's project development process. Our project engineers recognize that resources may be limited and therefore take into consideration the availability of funding, time and materials without compromising the quality of the design – in other words, achieving the essential design goals at the lowest life cycle cost. As an example of SMA's involvement in value engineering, evaluating the life cycle costs of design alternatives is a required activity for state and federally funded projects. Therefore, SMA project teams are well versed in developing and evaluating alternatives in PERs, Master Plans, and other planning documents.



Public Involvement Experience

SMA staff routinely coordinates the public involvement process for our clients' infrastructure improvements projects, which is frequently mandated by funding agency and/or regulatory agency requirements. The ultimate goal of our approach is to create opportunities for the public to effectively participate in the process, to ensure that all stakeholders have an opportunity to learn about the project, and that issues and concerns can be addressed through this process. SMA prepares a Public Involvement Plan (PIP) consistent with Context-Sensitive Solution methods and practices to identify strategies for working with the communities and stakeholders. The PIP provides background context and information on local values, and it identifies the design approach, potential project issues, and various stakeholders. Stakeholders may include local, County, and State agencies, as well as adjacent property owners and local community members.

Training and Professional Development

SMA keeps personnel up to date on the latest engineering and environmental technologies through participation in several professional organizations and in regular training seminars. As examples, SMA staff members belong to numerous professional organizations, including American Society of Civil Engineers, New Mexico Society of Professional Engineers, American Water Works Association, and New Mexico Water and Wastewater Association. SMA staff members attend and speak at numerous conventions and seminars each year including the New Mexico Water and Wastewater Association, New Mexico Infrastructure Finance Conference, New Mexico Association of Counties, and New Mexico Municipal League.

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Geographic Information Systems (GIS)

SMA has GIS capabilities and trained staff to support GIS data development, conversion, and mapping requests that may arise from this contract. Our GIS staff is well versed in ArcGIS and AutoDesk Civil 3D and coordinates very closely with the client, surveyors, and engineers to ensure that the data development and conversion tasks meet the required data standards. SMA is proficient in the development, integration, and analysis of project data. We are experienced at the interoperability between CAD and GIS data. Our highly qualified technical staff routinely provide CAD and GIS deliverables, surface models, plan sets, as-builts, wallmaps, map-books, and even client data portals upon project completion. We are experienced in adapting to our clients' CAD and GIS Standards (if applicable) or we use our own. We have an established quality control process and routinely check and re-check our work. We also cross-reference our digital data to recorded documents to ensure quality products.

Drone Aerial Photography and Data Collection

SMA maintains both fixed-wing and rotary small unmanned aerial vehicles (sUAVs aka "drones") with high-pixel cameras for site-specific surveying and mapping applications. The sUAVs are operated by FAA-licensed pilots that capture the aerial photos that are then processed using specialized photogrammetry and GIS software.

Water and Wastewater Modeling Software

SMA employs the most up-to-date versions of the following software in the development of water and wastewater system planning and design.

Autodesk Civil 3D - Civil engineering design suite used for a myriad of infrastructure design and analysis applications, including piping networks, surface modeling, grading, geotechnical modeling, and geospatial analysis.

Bentley WaterCAD Connect - Water distribution modeling and analysis software used to design water distribution systems, build and manage hydraulic models, analyze pipe and valve criticality, assess fire flow capacity, develop flushing plans, identify water loss, and manage energy use.

Bentley SewerCAD Connect - Modeling software for the design and analysis of sanitary sewers used to design sewer systems, build and manage hydraulic models, simulate gravity and pressure hydraulics, and allocate and estimate sanitary loads.

Esri ArcGIS - Geographic Information System (GIS) for developing and analyzing maps and geographic information for a wide range of applications, including precision layout for water and wastewater systems.

3: Capacity and Capability of the Offeror to Perform the Work

3. Capacity and Capability of the Offeror to Perform the Work

Capability to Meet Schedules and Budget Requirements

SMA's ability to meet schedules and budget begin with diligent monitoring and managing the project scope, budget, schedule, and quality. Our senior and project managers utilize their expertise and experience with similar projects to effectively plan and execute projects.

SMA employs an online accounting and time and expense charging system that provides real time tracking of projects and tasks to allow for verification of charges and tracking of costs and schedule. Our senior management and project financial assistants frequently review and update the cost and schedule information tracked in this system. Combined with frequent face-to-face project progress meetings, our senior management is briefed on project progress and financial health to provide early identification and correction of problems. This automated system allows the assignment of personnel resources and real-time tracking of progress versus timeline. SMA assesses project health by tracking the project percent complete versus percent of the project spent and contract amount.

Throughout the project, SMA's project manager will provide project status reports to the Village, and all reports will be submitted at desired milestones. We will review the work product, cost estimates, and project schedule with the Village to verify that the project goals are being met. Additionally, SMA will keep in regular contact with regulatory and funding agencies as required.

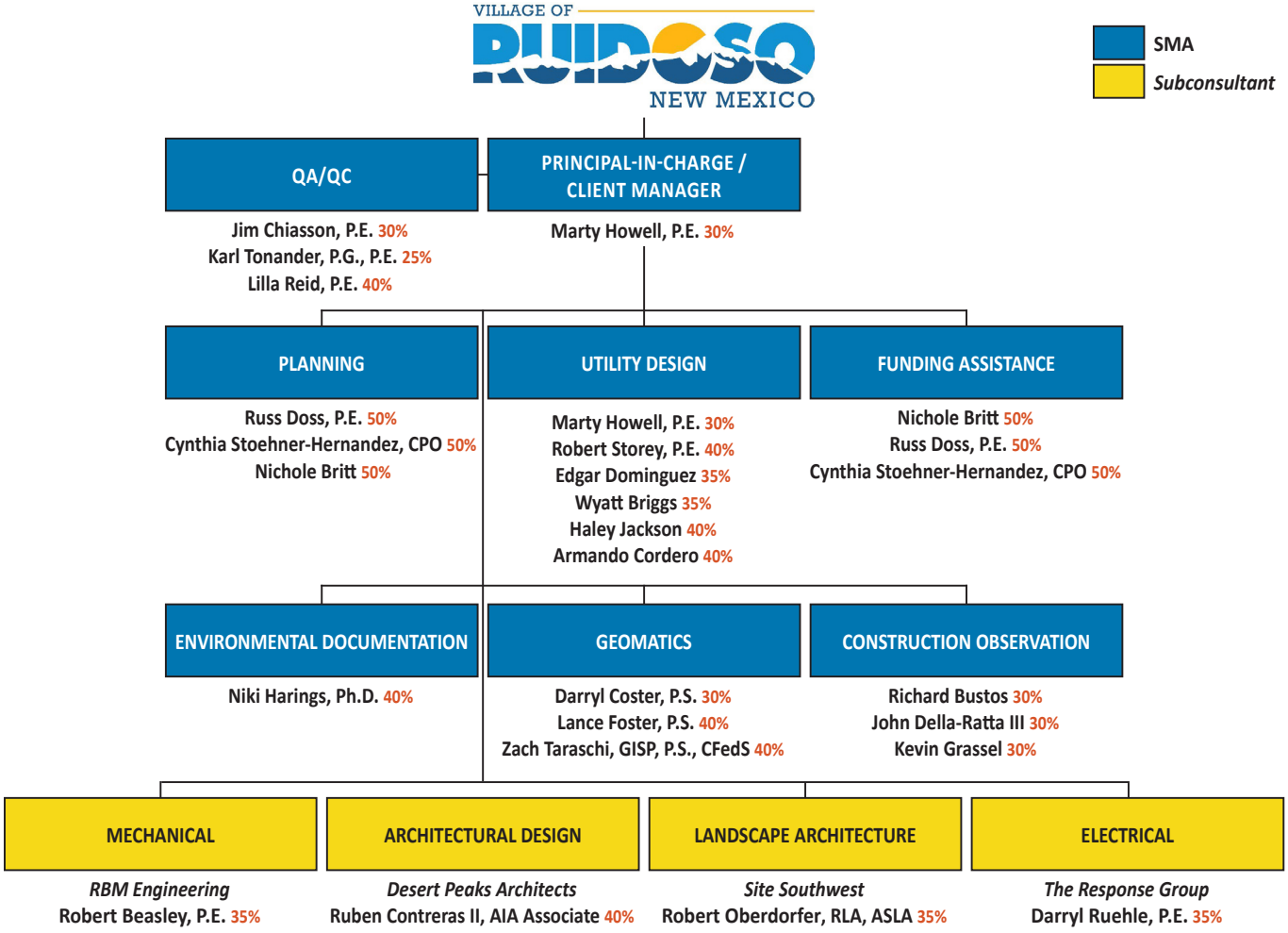
Schedule and Budget Control

Our schedule control process is largely identified by status in our web-based project tracking program. This program monitors start and finish schedules and requires the Project Manager to frequently update the status. In many instances with larger and longer duration projects, critical path scheduling methods utilizing in-house and online collaborative software are prepared and tracked.

Organizational Chart

The SMA team has the resources in place to complete all the services requested in the Village's RFP. We have identified a specialized team that includes several professional engineers and other registered professionals to work with the Village. While all the company resources are at the disposal of the Village, the following organizational chart outlines the primary responsibilities of key members, all of whom have provided similar services for municipalities throughout New Mexico, ***including current and past projects for the Village of Ruidoso.***

The bios that follow the organizational chart outline the experience, professional designations, areas of special expertise, and areas of competence for SMA's key team members. Additional information on all listed staff, including full resumes, is available on request. The projected percentage of time committed for each team member is noted in the organizational chart, per the requirements of the RFP.



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Key Project Team Members

Marty Howell, P.E. | Client Manager

Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO. His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, ***including current and recent infrastructure improvements for the Village of Ruidoso.***

Areas of Specialty
Sustainability Planning

Water Utility Management

Water and Wastewater System Design

Project Management

Education
B.S. - Civil/Environmental Engineering

Licenses/Registrations
Professional Engineer - New Mexico (22670), Arizona, Colorado, Texas, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Village of Ruidoso High Loop (Country Club) Water System Improvements
- Village of Ruidoso Upper Canyon Diversion Project
- Village of Ruidoso Water System Master Plan
- Alto Lakes W&SD Water and Wastewater System Improvements
- Cedar Creek MDWCA Water System Improvements
- Mescalero Apache Tribe Whitetail Waterline Replacement Project
- La Luz MDWC & MSWA Water System Improvements
- Town of Mesilla McDowell Road Wastewater Improvements Phases I & II
- Lower Rio Grande PWWA On-Call Engineering and Multiple Infrastructure Improvements
- Garfield MDWC & MSWA - Multiple Water System Improvements
- City of Carlsbad Engineering On-Call

Jim Chiasson, P.E. | Principal-in-Charge / QA/QC

Mr. Chiasson has more than 35 years of experience in water, wastewater, and solid waste engineering, with a substantial focus on water and wastewater system projects within New Mexico. Mr. Chiasson has been involved in the completion of engineering design, QA/QC, and construction administration for water and wastewater system improvements projects for many New Mexico clients.

Mr. Chiasson has previously served as Utilities Director for the City of Rio Rancho, NM and as the Bureau Chief for the NMED Construction Programs Bureau. His project experience has included PERs, Project Funding Analysis, and the design and QA/QC for water and wastewater treatment systems, water transmission and distribution lines, water well and storage tanks, lift stations, and vacuum stations, as well as construction phase services for many of these projects.

Since joining SMA, Mr. Chiasson has provided Principal project assistance to municipal and utility clients throughout the state.

Areas of Specialty
Water & Wastewater System Management
Water & Wastewater System Design & Analysis
Solid Waste Design & Operations
Project QA/QC
Regulatory Agency Coordination
Project Management

Education
M.S. - Civil Engineering
B.S. - Mechanical Engineering

Licenses/Registrations
Professional Engineer - New Mexico (13061)

Select Relevant Experience:

- City of Carlsbad East Plaza Street Sewer Replacement
- Town of Hagerman Force Main Project
- Town of Hagerman Lift Station Replacement Project
- Town of Hagerman WWTP Improvements
- City of Farmington 30th Street Waterline Replacement
- Mora MDWC & SWA Water Supply Well
- City of Rio Rancho New 12MGD WWTP Headworks
- City of Rio Rancho Utilities System Management

Russ Doss, P.E. | Planning

Mr. Doss' role as a Senior Engineer at SMA has included serving as a Project Manager for numerous planning, roadway, utility, and drainage projects throughout southern New Mexico, along with coordination on many additional projects. ***He was recently the Project Manager coordinating the Village's combined Enterprise Utility Master Plan and Rate Analysis.***

Prior to his time with SMA, Mr. Doss worked for the City of Hobbs for 25 years and served 21 of those years as City Engineer, being responsible for the Engineering Department, Traffic Department and Planning Department, as well as design and oversight over a variety of roadway, waterline, sewer line, drainage, landfill, traffic signal and roadway engineering projects. Mr. Doss planned and obtained NMDOT funding for the initial NMDOT State Road 18 walk/bike trail project in Hobbs during his City tenure. During his time with the City of Hobbs, Mr. Doss also prepared a variety of CDBG, NMDOT, EDA, and other Grant applications to acquire funding for projects. The total value of projects constructed during Mr. Doss' tenure in Hobbs exceeded $50,000,000.

Areas of Specialty
Infrastructure and Transportation Comprehensive Planning
Asset Management
Preliminary Planning
Grant Applications
Project Development
Public Involvement

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (8828)
PAVER Pavement Management System - Level 2 Certification

Select Relevant Experience:

- Village of Ruidoso Enterprise Utility Master Plan and Rate Analysis Coordination
- Village of Ruidoso Solid Waste Master Plan
- Village of Ruidoso Water System Master Plan
- Village of Ruidoso Raw Water Cost Analysis
- Eddy County On-Call Engineering
- City of Carlsbad On-Call Engineering

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Robert Storey, P.E. | Utility Design

As a Project Engineer with SMA, Mr. Storey's duties include water and wastewater system modeling and the development and review of construction drawings, technical specifications, and Opinion of Probable Construction Cost (OPCC) documentation for site development, water, and wastewater infrastructure projects. He also assists in permitting and bid phase services for these projects.

Mr. Storey has worked as a research assistant at New Mexico State University, researching various water treatment methods. He has worked as a co-op at the City of Las Cruces Water Resources Department working with the City's water model, developed reports on the well production, water quality, and various other aspects of the City's water operations. He has also provided design support for structural, water, wastewater, and gas systems throughout southern New Mexico. Mr. Storey currently or has recently provided planning and design services for numerous water and wastewater system improvements projects in southern New Mexico.

Areas of Specialty
Water and Wastewater System Design
Site Development
Computer Aided Modeling
Structural Analysis

Education
B.S. - Civil Engineering (Math Minor)

Licenses/Registrations
Professional Engineer - New Mexico (26569)

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Water System Master Plan
- Village of Ruidoso Alto Reservoir Improvements
- Village of Ruidoso Tank Rehabilitation Project
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Lower Rio Grande PWWA On-Call Engineering and Multiple Infrastructure Improvements
- City of Carlsbad Engineering On-Call

Darryl Coster, P.S. | Surveying

Mr. Coster is SMA's Geomatics Technical Sector Director with over 35 years of surveying experience. He provides oversight for all of SMA's geomatics services, and relevant to the Village's project, he provides crew supervision and scheduling for SMA's southern New Mexico survey crews. Mr. Coster's other duties include performing calculations, plat preparation and surveying in the field on projects that include construction staking, control surveys, topographic surveys, right-of-way surveys, as-built surveys, boundary surveys, and aerial photogrammetric projects.

Mr. Coster has provided Senior survey management for projects for a variety of clients throughout the state, including but not limited to ***Village of Ruidoso***, Alto Lakes W&SD, Mescalero Apache Tribe, Otero County, Doña Ana County, City of Las Cruces, and Town of Mesilla.

Areas of Specialty
Boundary/Cadastral Surveys
Right-of-Way Surveys and Mapping
Subdivision Platting
ALTA Surveys
Construction Staking
Project Management

Licenses/Registrations
Professional Surveyor - New Mexico (21204), Arizona, Colorado, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Village of Ruidoso Alto Waterline Improvements
- Lower Rio Grande PWWA On-Call Engineering and Multiple Infrastructure Improvements
- Garfield MDWC & MSWA – Multiple Water System Improvements
- City of Carlsbad Engineering On-Call

Niki Harings, Ph.D. | Environmental

Dr. Harings is a Senior Environmental Scientist with 21 years of experience - 13 directly with SMA producing NEPA documents for a variety of agencies, including Federal, State, local, and tribal clients. She has managed and or participated in NEPA projects including solar farms, institutional facilities, dams and other water retention structures, linear transmission facilities, roadways, and conveyance channel projects. Dr. Harings has completed CatExs and EAs for both new and old construction. Dr. Harings will use her extensive NEPA experience in the development of any environmental services that may be required for the Village's projects, ensuring all data collected is complete, concise, and correct, meeting the objective of providing sufficient information for environmental assessments to meet regulatory compliance and funding requirements.

Areas of Specialty
Roadway Design
Geographic Information Systems
Project Cost Estimating
Project Coordination

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (19479)

Select Relevant Experience:

- Enchanted Forest MDWCA Water System Improvements
- Chippeway Park WA Water System Improvements
- Mescalero Apache Tribe – Multiple Environmental Investigations
- Dove Creek Raw Water Reservoir Improvements

Nichole Britt | Funding and Planning

Ms. Britt brings over 13 years of experience to all things grants related. Her broad experience includes working with both rural and urban communities, non-profit organizations, institutes of higher education, utilities, and the private sector to research funding opportunities, write competitive and successful grant applications, and facilitate all the grant administration and management needed to complete a successful project. Ms. Britt has extensive experience applying for and managing everything from Federal (EPA, USDA, HUD, EDA, etc.), State and foundation grants. Ms. Britt has been incredibly successful in being awarded grant funding through hard work, collaboration, and extensive knowledge of the grant process.

Areas of Specialty
Geology
Hydrology
NEPA Compliance
Groundwater Contamination Investigation and Remediation
Permitting
Project Management

Education
M.S. - Geology
B.S. - Geological Engineering

Licenses/Registrations
Professional Geologist - Utah

Select Relevant Experience:

- Village of Ruidoso LCRR Compliance
- Santo Domingo Pueblo Funding Assistance
- NMDFA Hermits Peak-Calf Canyon Recovery Program Staff Augmentation Services
- Quemado Lake WA Water System Improvements
- NWNMCOG Grant Writing and Technical Services

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Subconsultants

In order to provide the highest quality services and technical diversity to the Village, SMA will utilize the services of Sites Southwest, LLC (SSW) for landscape architecture services, Desert Peaks Architects (DPA) for architectural design services, The Response Group, Inc. (TRG) for electrical systems and controls, and RBM Engineering, Inc. (RBM) for mechanical engineering. SMA has teamed with each of these firms on multiple past projects and work seamlessly as a cohesive team familiar with each other's project development processes. Should the need arise for additional services, our team has worked with multiple New Mexico-based subconsultants and specialists and will bring them on as needed for specific task orders with the Village's approval in each case.

Sites Southwest, LLC (SSW) - Landscape Architecture

SSW was founded in Albuquerque, New Mexico in 1997 as a firm dedicated to community planning and landscape architecture. In their 25+ years in business, the firm's mission has been to help their clients create and sustain strong communities. Whether at the level of a comprehensive plan, corridor plan, facility plan, or landscape design, SSW keeps economic, social, and physical sustainability in mind. SSW is fortunate to partner with their clients over time, supporting local community goals from comprehensive plans through project implementation.

In addition to the community description and growth projection planning work recently provided by SSW on the ***Village of Ruidoso Enterprise Utility Master Plan***, SMA and SSW maintain a consonant working relationship and have partnered on numerous parks, trails, and planning projects, including the City of Las Cruces Desert Trails Community Park, and City of Las Cruces Highland Park, City of Santa Fe Pedestrian Facilities Improvements and Safety Program, and City of Farmington Gateway Park Site Development.

Desert Peaks Architects (DPA) - Architecture

DPA is a southern New Mexico firm dedicated to providing professional services and quality architecture to the region and the communities they serve. As local and long-time residents of New Mexico, they take pride in and appreciate the local community, our state, and the overall beauty of the desert. DPA's vision for the southern New Mexico region is to elevate the community through the development of vibrant, exceptional, and well-crafted buildings.

DPA staff have more than 36 years of experience in providing professional architectural design to clients throughout southern New Mexico.

The Response Group (TRG) - Electrical

TRG was established in 1997 and has a long-established presence in New Mexico as an electrical and mechanical engineering company, having completed numerous similar infrastructure projects in the region.

Their success with municipalities and rural utilities throughout the state has resulted in numerous repeat clients that depend upon TRG's responsiveness, cooperation, partnering, and customer satisfaction. Darryl Ruehle, P.E. (NM #6729), President and Principal Engineer of TRG has been designing successful projects since 1971 and is a founding member of the company.

SMA has worked with TRG on numerous similar projects and have developed a synergistic relationship to successfully complete each project. Recent utility infrastructure project clients for whom we have teamed with TRG have included ***Village of Ruidoso***, Hondo PSD, and City of Carlsbad.

RBM Engineering, Inc. (RBM) - Mechanical

RBM is a Mechanical, Electrical and Plumbing engineering firm with decades of experience in the Southwest. They have been in business since 1993, and any necessary mechanical engineering for the Village's projects will be completed in their nearby Las Cruces office. RBM prepares preliminary investigations, studies, cost estimates, and reports, preparation of construction contract plans, schedules, specifications, assistance during construction bidding and advice regarding contract awards, review of shop drawings, site visits, construction observations and testing to assure conformance with plans and specifications, troubleshooting or investigations of existing systems and recommendations on repair, replacement, or modifications. RBM also provides plans for updating or remodeling existing electrical, lighting, plumbing, heating and air conditioned systems, engineered maintenance programs with recommendations and scheduling if required, energy conservation services ranging from preliminary audits and reports to complete engineering design and life-cycle reports for retrofit of remodeling projects, to include the studies required for LEED projects, technical reports, studies, and construction administration services. SMA has teamed with RBM on water system projects for several southern New Mexico clients.

Current Projects

Project
Village of Ruidoso Country Club Sewer Project
Village of Ruidoso High Loop Water System Improvements
Village of Ruidoso Upper Canyon Diversion Flood Repairs
Village of Ruidoso WWTP UV System Replacement Project
Village of Ruidoso Tank Rehabilitation Project
Lower Rio Grande PWWA Valle del Rio Water System Improvements
Lower Rio Grande PWWA South Valley Waterline Extensions
Santa Clara Pueblo Water Treatment Plant Project
City of Roswell Asset Management Plan
Enchanted Forest MDWCA Water System Improvements
Hondo Valley PSD Water Storage Tank Project
City of Hobbs Waterline Improvements Project
Cedar Creek MDWCA Water System Improvements Project
Garfield MDWCA Supplemental Well Project
La Luz MDWCA Well 3 Replacement Project
La Luz MDWCA Treatment and Meter Project

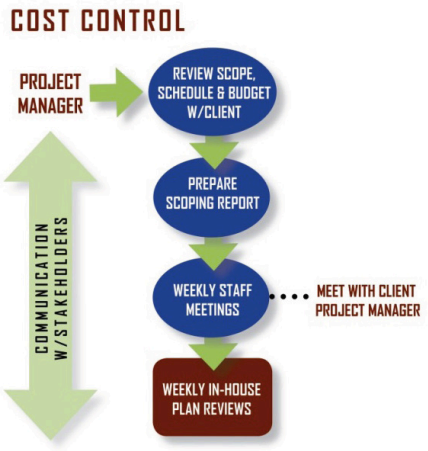
4: Past Record of Performance

4. Past Record of Performance

SMA's management approach focuses on cost control, meeting budget constraints, providing high-quality work products and complying with performance schedule. Our satisfactory performance of required services is the reason we continue to be the engineers of choice with clients throughout the region. SMA's senior and project managers will utilize their expertise and experience with similar projects to effectively execute scope development, team and client coordination, project planning, schedule, cost, and quality control.

Cost Control

SMA makes every attempt to scope and complete projects with respect to the owner's budget. The planning process includes collection and analysis of both past and current data in order to assist in determining the direction a community will progress in the future. SMA has prepared a team of internal staff with extensive knowledge of infrastructure improvements for the Village that will allow us to call upon that previous knowledge to maintain current developmental goals for the Village's comprehensive planning. QA/QC procedures will provide a "reality check" in staying aligned with those goals.



Value engineering is an integral part of SMA's project development process. Our project engineers recognize that resources may be limited and therefore take into consideration the availability of funding, time, and materials without compromising the quality of the design – in other words, achieving the essential design goals at the lowest life cycle cost. As an example of SMA's involvement in value engineering, evaluating the life cycle costs of design alternatives is a required activity for state and federally funded projects.

Ability to Meet Project Schedule Requirements

Our schedule control process is largely managed through our web-based tracking program. This program allows for tracking of anticipated completion dates by subtask and presents all managers and project participants with visual indicators of progress versus budget.

In many instances with larger and longer duration projects, task-dependent critical path scheduling methods utilizing in-house and online collaborative software are prepared and tracked. Although some projects are delayed by circumstances outside of the control of SMA (e.g. weather, utility locates), SMA makes every effort to maintain initial project schedules including efforts outside of regular hours.

SMA will hold project team meetings as necessary to facilitate unambiguous communication. This communication provides the opportunity to identify, analyze, and resolve project elements that might have become a problem without open discussions between the team members. SMA has found that these discussions within a well-rounded team will eliminate many problems on a project and will assist in the timely completion of a successful project.

With a depth of resources in excess of 190 staff members, SMA has repeatedly shown the ability to manage multiple disparate projects simultaneously.

During the entire project, SMA's Project Manager will provide regular project status reports to the Village. All reports and design plans will be submitted to the Village within the established schedule. SMA will review the work product, cost estimates, and project schedule with the Village to verify that the project goals are being met. Additionally, SMA will keep in regular contact with regulatory and funding agencies, as required.

Past Relevant Projects

City of Carlsbad – Multiple Water and Wastewater Improvements, Carlsbad, NM

Contact: Mr. Ivan M. Abell, Director of Utilities;
575.885.6313; imabell@cityofcarlsbadnm.com

SMA has worked with the City of Carlsbad on multiple infrastructure improvement projects since 2011. These projects have encompassed all of SMA's technical service areas, providing ongoing, collaborative project development to successfully complete our client's important community projects. These projects have included but are not limited to the following:

- Old Cavern Area Waterline and Sewer Line Improvements,
- Orchard Lane Sewer Improvements,
- Arrowstone Sanitary Sewer and Lift Station,
- Cherry Lane Sewer Line Design,
- City of Carlsbad Water System Hydraulic Model Calibration and Update,
- Capitan and Ogallala Water Blending Study,
- East Greene Street Water Line,
- Blodgett Street Water Line Canal Crossing,
- Hidalgo Road Waterline Replacement,
- Water Line Isolation Valves (Insert-a-Valves),
- Water System Risk & Resilience Assessment,
- Wastewater Plant UV Treatment System,
- Airport PRV,
- Reservoir 2 Transmission Line,
- Sheep Draw Well Field 5MG Reservoir #5,
- Double Eagle Well Field Water Line, and
- West Rose Street Waterline Interconnect.

Reservoir 2 Transmission Line Construction

Lower Rio Grande PWWA – Multiple Water and Wastewater Improvements, Doña Ana County, NM

Contact: Ms. Karen Nichols, Project Manager;
575.233.5742; karen.nichols@lrgauthority.org

SMA has worked with Lower Rio Grande Public Water Works Authority (PWWA) on projects since 2013, and we have successfully completed projects with its member systems as far back as 2003. The work has included funding acquisition assistance, planning, preliminary and final design, permitting, surveying, environmental documentation, bid phase services, and construction observation services. Recent projects include:

High Valley Water System Improvements: Planning, funding assistance, design, and bid phase assistance for well rehabilitation, new well, well house, transmission lines for new interconnection with Vista Del Rey MDWCA, and relocation of booster pump skid and generator from Valle del Rio system.

Stern Drive Waterline Extension: Design, surveying, funding acquisition assistance, and construction phase services for waterline extensions, including design and construction of 1,200 LF of waterline for Phase I, extending fire flow capabilities to the Landmark Mercantile site, beginning the process of completing the Three Hawks Tank loop, design of 1,800 LF of waterline for Phase II, cost estimating for funding applications, and design surveying for an additional 1,000 LF of waterline along Stern Drive for future development.

Stern Drive Waterline Construction

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Valle Del Rio System, Multiple Projects: System evaluation; design, and construction management for well meter replacement, fire hydrant replacement, SCADA system installation, backup generator installation, 165,000-gallon storage tank construction, booster system replacement, water service line replacement, existing storage tank rehabilitation, distribution line replacement, coordinate extension of three-phase power to site with El Paso Electric, design and construction of new higher capacity pumping system, design relocation of existing treatment skid for iron and manganese, and design new booster pump and treatment building.

Enchanted Forest MDWCA Water System Improvements, Alto, NM

Contact: Ms. Tracie Johnson, Secretary/Treasurer;
575.808.9006; jctajohnson@gmail.com

SMA has worked with Enchanted Forest MDWCA on several infrastructure projects and other assistance, including an Asset Management Plan, a PER to evaluate and provide alternatives to address deficiencies in the Association's water storage and distribution system, and assistance with the completion and submittal of WTB, USDA Emergency Funding, and Drinking Water Revolving Loan Fund (DWRLF) funding applications. Our team recently completed construction for replacement waterlines and is working on design for a supplemental well and water storage tank.

Waterline Construction

Additionally, SMA staff completed surveying, preliminary and final engineering design, and construction phase services for emergency water system improvements for Enchanted Forest Water Corporation in 2012. This project adhered to FEMA funding requirements and involved major ongoing coordination with multiple agencies. Due to the requirements of the federal funding, FEMA dictated many of the project specifics, including the size and type of tank.

Additional Relevant Projects

- Cedar Creek MDWCA Water System Improvements Project, Ruidoso, NM
- Alto Lakes W&SD Water and Wastewater System Improvements, Alto, NM
- Chippeway Park WA Water System Improvements, Cloudcroft, NM
- Mescalero Apache Tribe Whitetail Waterline Replacement Project, Mescalero, NM
- Mescalero Apache Tribe Gallerito Water Project, Mescalero, NM
- Hondo Valley PSD Water Storage Tank Project, Hondo, NM
- Town of Carrizozo Water System Improvements, Carrizozo, NM
- Village of Corona On-Call Engineering and Multiple Water System Improvements, Corona, NM
- Waterfall Community WUA Water System PER, Cloudcroft, NM
- Timberon W&SD Water System Improvements, Timberon, NM
- La Luz MDWCA & MSWA Water System Improvements, La Luz, NM
- Berrendo CWUA Drinking Water System Improvements, Chaves County, NM
- City of Las Cruces Hacienda Acres/Homestead Acres Estates Sewer Improvements Project - Phase I and II, Las Cruces, NM
- City of Las Cruces Missouri Water Storage Tank Rehabilitation, Las Cruces, NM
- Doña Ana County Wastewater System Rehabilitation, Doña Ana County, NM
- Town of Mesilla McDowell Road Wastewater Improvements Phases I & II, Mesilla, NM
- Garfield MDWC & MSWA Multiple Water System Improvements, Garfield, NM
- Quemado Lakes WA Water System Improvements, Quemado, NM
- City of Jal Water System Improvements, Jal, NM
- Town of Dexter Water System Improvements, Dexter, NM
- Town of Hagerman WWTP Improvements, Hagerman, NM
- Fambrough MDWCA Water System Improvements, Hagerman, NM

5: Proximity to or Familiarity with the Area in which the Project is Located

5. Proximity to or Familiarity with the Area in which the Project is Located

SMA has worked extensively with the Village over the past several years on a variety of infrastructure improvements projects. These projects have included:

- Town and Country Water, Sewer, and Roadway Improvements (completed)
- Pinecliff Water, Sewer, and Roadway Improvements (first phase completed)
- High Loop Water System Improvements (under construction)
- Tank Rehabilitation Projects (planning completed for next three years; first three tank projects under construction; assisted with Village's grant applications for next round of funding)
- Water System Master Plan (completed)
- Solid Waste Master Plan (completed)
- Combined Enterprise Utility Master Plan and Rate Analysis Coordination (completed)
- Upper Canyon Diversion Structure (construction complete; awaiting funding for repairs from flooding)
- Raw Water Cost Analysis (completed)
- WWTP UV Replacement (in process of award to contractor)
- WWTP Solar Project (awaiting start of construction)
- WWTP Fine Screen Replacement (completed)
- Renewable Energy Feasibility Assessment (completed)
- Alto Waterline Geotechnical Investigation (completed)
- Alto Diversion Project (plans revised and approved for grant funding)
- Alto Reservoir Improvements (bid assistance complete)
- Sudderth Retention Wall Structural Evaluation (completed)
- Roadway Certifications (completed)
- Track Improvements (completed prior to damage from flooding)

SMA has provided comprehensive services on the projects noted above, including but not limited to planning, engineering design, funding assistance, surveying, environmental documentation, public involvement activities, bid phase services, and construction phase services.

SMA has facilitated and attended numerous meetings with representatives of the Village Council, individual Councilors, the Mayor, Village Administration and Department Directors over the past several years and in doing so, has become quite familiar with many issues of concern for the Village.

SMA has intentionally and proactively chosen to get to know the elected officials and leadership in the Village. We believe the direct result of our ongoing effort to become familiar with the Village administration and department directors is that we now deeply understand the needs and desires for the Village as a whole and are thereby well positioned to deliver the necessary level of services required to make each project successful.

Beyond the familiarity with the Village of Ruidoso noted above, SMA's team members have extensive experience with water and wastewater system planning, design, and construction projects, as outlined in Section 2 of this proposal response.

Additionally, SMA staff members are very familiar with local support agency staff and have strong relationships with personnel from all regulatory and funding agencies anticipated to be involved with the Village's proposed projects, which will prove instrumental for the completion of current and future projects under this contract.

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6: Current Volume of Work with the Contracting Agency Not 75% Complete

6. Current Volume of Work with the Contracting Agency Not 75%Complete

SMA currently has five projects with the Village that are less than 75% complete, as noted in the table below.

Project	Total Contract Value	Amount Remaining	% Complete
Water Resource Engineering - Tank Rehabilitation	$ 392,822.39	$ 129,082.50	67%
Alto Reservoir Improvements Phase I	$ 144,273.00	$ 123,243.00	12%
Lead and Copper Rule Revisions	$ 34,566.00	$ 31,110.46	10%
WWTP UV Replacement	$ 155,894.00	$ 74,759.40	52%
Country Club Sewer	$ 213,781.00	$ 213,781.00	0%
Rainier Sewer Extension	$82,800.00	$52,207.00	37%
Water Conservation Plan	$72,459.00	$72,459.00	0%
Wastewater Improvements	$431,785.00	$290,809.00	33%
FEMA Waterline Replacement	$ 289,656.00	$ 289,656.00	0%
Total Volume of Work Remaining		**$1,277,107.36**	

Referencing the Contract Balance Amount table on Page 23 of the Village's RFP, the total value of remaining work reflects a one-point deduction value.

The required Project/Contract Listing Forms on the following pages further outline these projects, as well as SMA's projects with the Village that are beyond 75% complete.

Tab G: Other Supporting Material

Signed Campaign Contribution Form

Signed Debarment Certification

Signed Non-Collusion Affidavit

Project/Contract Listing Form

New Mexico Resident Business Certificate

Certificate of Liability Insurance

Campaign Contribution Form

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Mark Howell October 8, 2025
Signature Date

President
Title (Position)

Debarment Certification

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Marty Howell, P.E. - President, Souder, Miller & Associates

Typed Name & Title of Authorized Representative

October 8, 2025

Date

Signature of Authorized Representative

Non-Collusion Affidavit

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

STATE OF New Mexico)
) SS
COUNTY OF Doña Ana)

Paul Pompeo, P.E., being first duly sworn, deposes and says:

That he/she is Vice President of Souder, Miller & Associates, Inc. who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: _____

SUBSCRIBED and sworn to before me this 7th day of October 2025

Notary Public: Eileen Aven

My commission expires: 7/23/2028

State of New Mexico
Notary Public
Eileen Aven
Commission # 1025050
Commission Expires: 07/23/2028

Project/Contract Listing Form

APPENDIX H – PROJECT/CONTRACT LISTING FORM

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

Firm: Souder, Miller & Associates Date: October 8, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. High Loop Water Sys Imprv.	7/24/2023	$437,310.00	84%	$365,608.90	$ 71,701.10
2. Alto Reservoir Imprv. Ph II	7/12/2023	$144,273.00	12%	$ 18,030.00	$123,243.00
3. Country Club Sewer	3/6/2025	$213,781.00	0%	$ 0.00	$213,781.00
4.					
5.					
			Totals	$383,638.90	$408,725.10

Table B-On-Call Contracts *Task orders under On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. SB Airport Svy	7/16/2025	$ 17,000.00	$ 15,300.00	90%	$ 15,300.00	$ 1,700.00
2. Upper Cyn Div Rehab	9/18/2023	$187,714.00	$169,588.86	90%	$169,588.86	$ 18,125.14
3. Water Res Eng	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50
4. LCRR	11/4/2024	$ 34,566.00	$ 3,455.54	10%	$ 3,455.54	$ 31,110.46
5. WWTP UV Rplcmt	1/21/2025	$155,894.00	$ 81,134.60	52%	$ 81,134.60	$ 74,759.40
		Totals*	$1,330,642.78		$1,330,642.78	$1,116,525.00

*MORE PROJECTS ON NEXT PAGE

Notes:

1. If any award does not proceed in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror,

within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

*Addtl Task Order projects from On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
6. FEMA Waterline Replacement	3/7/2025	$289,656.00	$289,656.00	0%	$289,656.00	$289,656.00
7. Rainier Sewer Extension	6/17/2025	$82,800.00	$30,593.00	37%	$30,593.00	$79,741.00
8. Water Conservation Plan	10/9/2025	$72,459.00	$72,459.00	0%	$72,459.00	$72,459.00
9. Wastewater Improvements	11/15/2024	$431,785.00	$140,976.00	33%	$140,976.00	$290,809.00
10. Water Res Eng - Tank Rehab	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50

New Mexico Resident Business Certificate

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Liability Insurance

SOUDMIL-01 FENRY1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	CONTACT NAME: Jenifer Pinckley PHONE (A/C, No, Ext): (505) 923-9938 FAX (A/C, No): E-MAIL ADDRESS: jpinckley@mianm.com
INSURED Souder, Miller And Associates, Inc. 5454 Venice Ave. NE Suite D Albuquerque, NM 87113	INSURER A : National Fire Insurance Of Hartford — NAIC # 20478 INSURER B : Continental Insurance Company — 35289 INSURER C : Gemini Insurance Company — 10833 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Primary & Non Contri X X,C, U GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC X OTHER: Drone Liability	X	X	6076497447	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6076497464	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	6076497450	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6076497478	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Occ/Agg	3,000,000
C	Prof. Errors & Omiss			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

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Stronger Communities by Design®

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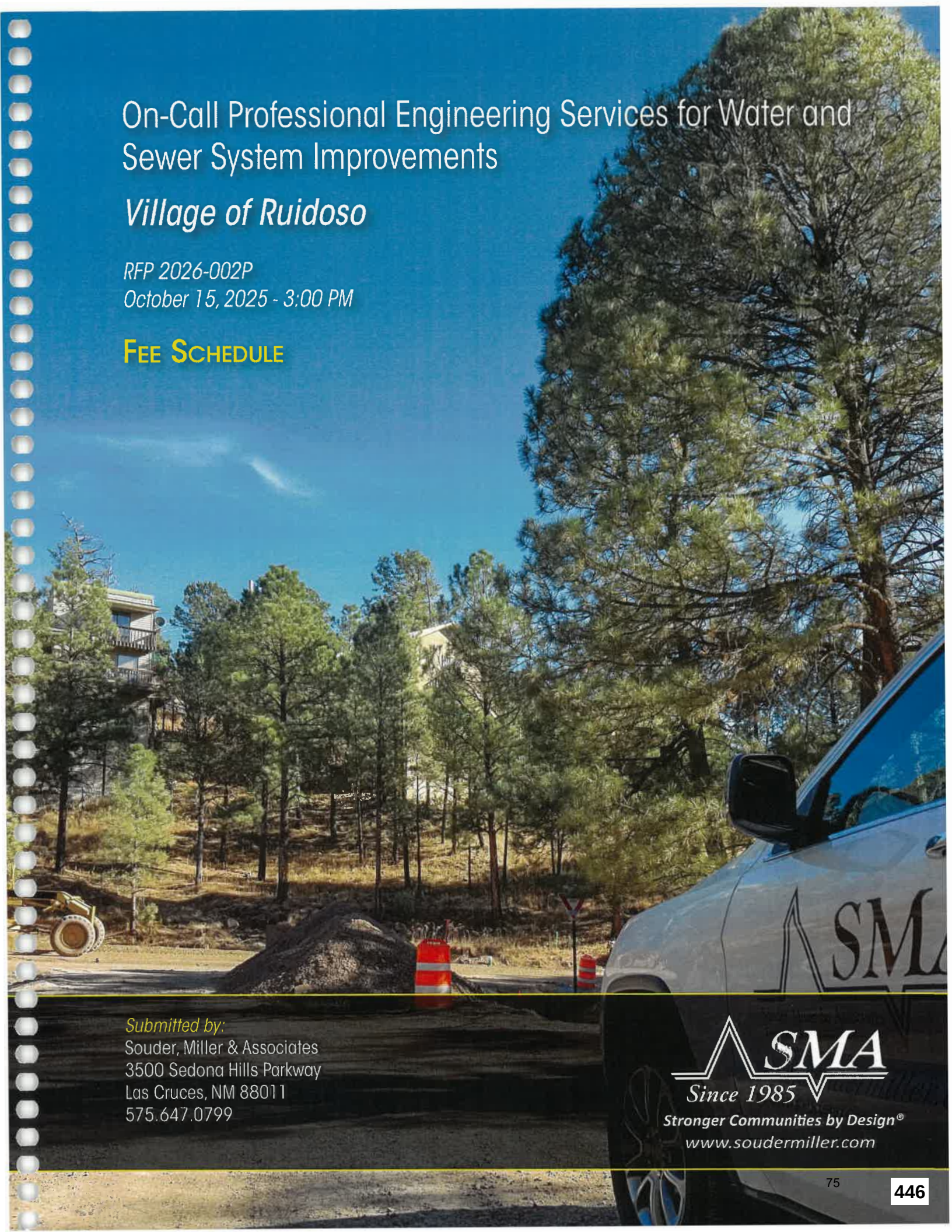
On-Call Professional Engineering Services for Water and Sewer System Improvements

Village of Ruidoso

RFP 2026-002P
October 15, 2025 - 3:00 PM

Fee Schedule



Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

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SOUDER, MILLER & ASSOCIATES

PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE JANUARY 2025*

PROFESSIONAL SERVICES

Professional Staff

Principal	$250.00 per hour	Staff VIII	$235.00 per hour
Senior Manager III	$235.00 per hour	Staff VII	$205.00 per hour
Senior Manager II	$220.00 per hour	Staff VI	$185.00 per hour
Senior Manager I	$205.00 per hour	Staff V	$165.00 per hour
Senior III	$195.00 per hour	Staff IV	$145.00 per hour
Senior II	$185.00 per hour	Staff III	$135.00 per hour
Senior I	$175.00 per hour	Staff II	$125.00 per hour
Project III	$165.00 per hour	Staff I	$115.00 per hour
Project II	$155.00 per hour		
Project I	$145.00 per hour		

Technical Staff

Tech VIII	$180.00 per hour
Tech VII	$165.00 per hour
Tech VI	$150.00 per hour
Tech V	$135.00 per hour
Tech IV	$120.00 per hour
Tech III	$100.00 per hour
Tech II	$90.00 per hour
Tech I	$75.00 per hour
Technical Intern II	$65.00 per hour
Technical Intern I	$50.00 per hour
Construction Observer IV	$130.00 per hour
Construction Observer III	$110.00 per hour
Construction Observer II	$90.00 per hour
Construction Observer I	$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	$100.00 per hour
Project Financial/Manager Assistant I	$75.00 per hour
Administrative Assistant IV	$130.00 per hour
Administrative Assistant III	$110.00 per hour
Administrative Assistant II	$90.00 per hour
Administrative Assistant I	$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ $0.70 per mile (or current IRS rate)
Per diem $220.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "Consultant" 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	Cobb, Fendley & Associates, Inc
Department: Finance	Sean Wolfe, PG
ATTN: Procurement Manager	ATTN: Senior Vice President, Region Manager
Street: 313 Cree Meadows Drive	Street: 3820 Academy Parkway North NE
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Albuquerque, NM 87109
Phone: 575-258-4343 Ext. 1082	Phone: 505-389-4696
Email: purchasing@ruidoso-nm.gov	Email: swolfe@cobbfendley.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025, through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Sean Wolfe, PG

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:	Cobb, Fendley & Associates, Inc
_____	_____
Lynn D. Crawford, Mayor	Sean Wolfe, PG
Date:_____	Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
- [X] Programming Phase
- [X] Schematic Phase
- [X] Design Development Phase
- [X] Construction Documents Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Administration Phase
- [X] Post-Construction Phase

Engineers
- [X] Study and Report Phase
- [X] Preliminary Design Phase
- [X] Final Design Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Phase
- [X] Operational Phase

Surveyors
- [X] Property Boundary survey
- [X] Topographic Survey
- [X] Easement Survey
- [X] Right-of-Way Survey
- [X] Inspection Report

Planning Studies
- [ ] Comprehensive Plan
- [ ] Strategic (i.e. issue specific)
- [X] Mapping and/or Zoning
- [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation

- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

Technical Proposal

Village of Ruidoso

On-Call Professional Engineering Services for Water and Sewer System Improvements
RFP #2026-002P

ORIGINAL

October 15, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

CobbFendley

Technical Proposal

Village of Ruidoso

On-Call Professional Engineering Services for Water and Sewer System Improvements
RFP #2026-002P

COPY

October 15, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

CobbFendley

A. Signed Letter of Transmittal (Appendix D)

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Offeror Name: Cobb, Fendley & Associates, Inc. **FEIN#** 742192879

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Cobb, Fendley & Associates, Inc.
   3820 Academy Parkway North NE, Albuquerque, New Mexico 87109

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

   Name Sean Wolfe, PG
   Title Senior Vice President, Region Manager
   E-Mail Address swolfe@cobbfendley.com
   Telephone Number 505.389.4696

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

   Name Sean Wolfe, PG
   Title Senior Vice President, Region Manager
   E-Mail Address swolfe@cobbfendley.com
   Telephone Number 505.389.4696

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

   Name Brad Sumrall, PE
   Title Project Principal
   E-Mail Address bsumrall@cobbfendley.com
   Telephone Number 505.389.4693

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

A. Signed Letter of Transmittal (Appendix D)

✓ The following Sub-Consultants will be used in the performance of any resultant contract:

Consensus Planning will provide Landscape Architecture and Planning Services; **Formative Architecture** will provide architectural engineering Services; and **SWCA Environmental Consultants** will provide Environmental Services
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.
N/A
(Attach extra sheets, as needed)

7. ✓ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
✓ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
✓ I acknowledge receipt of any and all amendments to this RFP.

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

10/15/2025
Date

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CobbFendley

Infrastructure solutions to move you from concept to completion.

C. Proposal Summary

Village of Ruidoso
Attn: Procurement Manager
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345

October 15, 2025

RE: RFP #2026-002P | On-Call Professional Engineering Services for Water and Sewer System Improvements

Members of the Selection Committee:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit our technical proposal for consideration in response to the Village of Ruidoso's On-Call Professional Engineering Services for Water and Sewer System Improvements RFP. We have a proven track record of success working on similar on-call engineering contracts for local New Mexico municipalities, including the Cities of Las Cruces, Alamogordo, and Roswell; and the New Mexico Energy, Minerals, and Natural Resources Department (ENMRD); and the NMDOT. ***In addition, we have consistently provided quality services and deliverables since 2024 in support of fire and flood recovery projects.*** We are confident that our ***expertise*** and ***commitment to excellence*** will be of great value to the Village.

Project Leadership

Our local Project Manager, Chris Almy, PE, is a dedicated, qualified engineer focused on managing your projects to successful completion. He has experience working on similar multi-disciplined projects and will work with the Village to meet expectations and goals to enable project success. Mr. Almy holds not only the technical knowledge to serve the Village, but also the experience of understanding the public challenges that potentially surround public infrastructure improvement projects. He will be integrally involved in the design, development, bidding, and construction of projects. Mr. Almy will be your primary point of contact for project tasks and ***can be reached at 505.389.4705 and calmy@cobbfendley.com***. Mr. Almy is supported by Mr. Brad Sumrall, Project Principal, who will provide executive oversight and QA/QC. Mr. Sumrall will also work with Mr, Almy to confirm resources and that budgets and schedules stay on target.

Project Team

CobbFendley understands that the Village requires a multi-disciplined team to perform water and sewer system improvement services including water distribution, water transmission, sewer system improvements, reuse system, wastewater collection systems, and pipeline design. We are aware that significant portions of the water delivery and wastewater collection systems were severely damaged in the Upper Canyon. Our firm's experience with multiple disciplines is ready to provide cost-effective, value-engineered water and sewer system infrastructure replacement and improvements to avoid further damage due to flood events. Mr. Almy's team will operate out of our Albuquerque office and will be supported by local design engineers and surveyors from CobbFendley's other mountain region offices to provide additional resources for larger or quick-turnaround projects or multiple work orders. CobbFendley will provide engineering, construction management, SUE, and surveying services in-house and partner with three local subconsultants as follows: **Consensus Planning, Inc. (Consensus Planning)** will provide landscape architecture and planning services; **Formative Architecture (Formative)** will provide architectural services; and **SWCA Environmental Consultants (SWCA)** will provide environmental services.

Enclosed, you will find our comprehensive technical proposal, which includes detailed information about our company, our team, and our relevant experience. We have highlighted key projects and methodologies that demonstrate our capabilities and the ***history of success*** we have achieved. As Region Manager, I, Sean Wolfe, PG, am authorized to contractually obligate and negotiate the contract on behalf of CobbFendley. ***CobbFendley accepts the Conditions Governing the Procurement as required in Section II. C.1., the Evaluation Factors contained in Section V of this RFP and receipt of any and all amendments to this RFP***. We are excited about the opportunity to work with the Village and contribute to the success of your future on-call projects.

Sincerely,

Sean Wolfe

Sean Wolfe, PG | Senior Vice President + Region Manager | swolfe@cobbfendley.com | 505.389.4696

D. Response to Contract Terms and Conditions

CobbFendley respectfully requests consideration of the following exceptions to the Sample Professional Services Agreement.

2. Scope of Work.
At the end of the paragraph, request to insert: "Consultant's services shall be performed with the professional skill and care ordinarily provided by competent members of the same profession practicing under the same or similar circumstances and professional license (Standard of Care).".

Professional services are judged on the basis of a professional Standard of Care; we would like to request the establishment of a standard for our performance of the services in the contract.

21. Default/Breach.
Request to insert: "In case of Default and/or Breach by the Consultant, ~~for any reason whatsoever,~~ the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible to the extent caused by Consultant's negligence 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.".

Our Professional Liability policy only covers damages caused as a direct consequence of our negligent acts or omissions.

25. Indemnification.
In the first sentence, request to delete "The Consultant 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...".

'Of any kind from any source' is a very broad descriptor of liabilities, which may or may not have coverage under our Professional Liability policy.

26. Default and Force Majeure.
In the first sentence, request to insert: "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 Consultant fails to meet the provisions of this Agreement according to the Standard of Care and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default.".

Our Professional Liability policy covers errors and omissions based on a Standard of Care; the statement as written may be uninsurable.

30. Commercial Warranty.
Request to delete: "The Consultant agrees that the tangible personal property ~~or services~~ furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property ~~or services~~, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.".

Our Professional Liability insurance covers errors and omissions for our services based on a Standard of Care, not warranties. Language regarding warranties of fitness for a particular purpose or merchantability is not generally used for professional services and may void our insurance coverage.

37. Inspection of Services.
E. In the first sentence, request to insert: "If any part of the services does not conform with the requirements of this Agreement, according to the Standard of Care, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount.".

Our Professional Liability policy covers errors and omissions based on a Standard of Care; the statement as written may be uninsurable.

39. Insurance.
C. On lines 1 and 2, request to delete: "Consultant 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 Consultant.

Workers' Compensation and Professional Liability policies do not allow for additional insureds.

On lines 4 and 5, request to delete: "Such a 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.".

The term "primary" is a function of additional insured status. Since Workers' Compensation and Professional Liability policies cannot have additional insureds, the policies technically cannot be termed primary to a third party. They will function in the same way as a primary policy, and the client's insurance won't be asked to respond to WC/PL claims, but it won't be labeled as such on our certificate of insurance.

E. Offeror's Additional Terms and Conditions

Please see our response from the previous page for CobbFendley's additional terms and conditions

Excellence in Action

F. Response to Specifications

1. CORPORATE EXPERIENCE AND CAPABILITIES

Firm's History and Background

CobbFendley was established on April 1, 1980, to provide infrastructure consulting services. As a client-oriented firm, CobbFendley believes that the principal factor behind our 45 years of success and growth is our dedication to producing quality, timely work. Mr. John "Odis" Cobb and Mr. William Fendley have seen CobbFendley grow into a top-ranking firm that offers a range of integrated services that support value and quality-based solutions for our clients. CobbFendley has nearly 700 specialized professionals with dedicated full-service departments in the fields of municipal engineering, hydraulics and hydrology (H&H), water and wastewater, surveying, subsurface utility engineering (SUE), utility coordination, structural, transportation, construction management, GIS, right-of-way (ROW) acquisition, development, and power delivery, among others. Currently, we have nearly 700 employees comprised of surveyors, engineers, SUE specialists, GIS specialists, designers, technicians, ROW agents, permitting specialists, and support personnel. ***We look forward to bringing our commitment and expertise to the Village of Ruidoso.***

Firm's Local Presence in New Mexico and Overall Corporate Capabilities

In 2010, our firm committed to improving communities in New Mexico when we opened our Albuquerque office to provide civil engineering, surveying, and SUE services. ***The following proposal demonstrates CobbFendley's capabilities and experience of our team of engineers and experts who are exceedingly capable and immediately available to work with the Village on your on-call projects.***

Our clients in New Mexico benefit from our experienced and skilled local team. Our engineering, survey, and telecommunications experts work together, coordinating each effort to deliver additional value in the form of streamlined schedules and early identification and resolution of potential project issues. The team for the Village's projects is led by engineers licensed and residing in New Mexico. While the Village's projects will be led by our local office, the Village will have access to CobbFendley's depth of resources and expertise, as needed. Our teams are ready to put our boots on the ground as soon as we are given notice to proceed. This has been our approach and commitment since beginning work for the Village last year on multiple projects including stormwater asset inventory data collection; Rio Ruidoso Bridge Hydraulic Analysis and Recommendations; and New Floodplain Designation for Perk Canyon.

AREAS OF EXPERTISE	LOCAL CAPABILITY	FIRM CAPABILITY
Broadband	●	●
Construction Management	●	●
Development	●	●
GIS	●	●
Hydraulics & Hydrology	●	●
Municipal Engineering	●	●
Oil & Gas Pipeline Design		●
Power Delivery		●
Right-of-Way Acquisition	●	●
Structural Engineering	●	●
SUE	●	●
Survey	●	●
Transportation	●	●
Telecommunications	●	●
Traffic Engineering		●
Utility Engineering	●	●

Grant Funding Consulting, Grant Searching, and Application Process

CobbFendley has experience with securing financial assistance for our clients. Below, we have outlined our grant funding process, the types of grants available, and our coordination with granting agencies.

Step 1: Identify Project Needs and Target Specific Granting Authorities

To support our clients, the best solution to achieving project success is to find grant funding that aligns with the project objectives and provides terms that are amenable to the client. Many grants require some form of match or potentially include grant/loan terms. Not all funds align with financial conditions for the client, so such terms must be considered. Our team will research the available funding sources to identify those that best meet the Village's needs. We are aware that specific projects have been identified for which the Village is seeking grant funding. ***In addition, members of our project team will be attending a Grant Funding workshop presented at the New Mexico Infrastructure Finance Conference, November 6, 2025 in Albuquerque.*** This workshop will address the latest information related to grant applications and programs available to municipal governments.

F. Response to Specifications

Step 2: Field Assessment + Budget Creation

Once the appropriate funding and the project is identified for grant application, CobbFendley will perform a site visit to identify local conditions and determine the scope of work. Based on field observations, CobbFendley prepares the budget justification for the project which is sealed by a licensed Professional Engineer. This budget breaks down the estimated cost of construction and the cost of professional engineering design services. Grant funding can apply to various aspects of the project depending on the funding source and program requirements. Grants can cover engineering design, the cost of the construction of the project, and grant administration, although specific terms vary. In some cases, grants will only cover a portion of the construction costs, thus requiring the Village to provide matching funding for the remaining cost of construction. However, contributions in kind may be considered depending on the terms of the grant.

Step 3: Stakeholder Coordination and Scheduling

Upon grant approval, a coordination meeting between the Village and CobbFendley is needed. At this meeting, we will clarify what the grant will pay for and the amount of the grant. Specific terms that must be fulfilled, such as Tribal/Local Public Agency compliance requirements to meet NMDOT/FHWA funding obligations are included. After the program criteria are identified, a project schedule is established that includes the preliminary and final design submittals, partnering meeting dates, advertising dates, council award dates, construction notice to proceed, and construction completion dates.

Types of Grant Fundings and Coordination with Grant Agencies

CobbFendley's engineers have worked with numerous agencies that provide grant and loan funding which include ***extensive experience with the New Mexico Finance Authority, NMED Construction Programs Bureau, NMED, and USDA-Rural Development***. CobbFendley is thoroughly familiar with their requirements and protocols. Our team has experience with the following potential sources of funding for your project(s):

- U.S. Department of Agriculture Rural Development
- Colonias Infrastructure Fund (CIF), Drinking Water State Revolving Loan Fund (DWRLF), and
- New Mexico Water Trust Board
- Clean Water State Revolving Loan Fund (CWSRF) administered by the New Mexico Environment Department (NMED)
- Rural Infrastructure Loan Program (RIP)
- Natural Resource Conservation Service Emergency Watershed Protection Program
- Direct Coordination with NM Department of Homeland Security and Emergency Management
- Appropriation grants from the New Mexico State Legislature Experience With Federally-Funded Projects

CobbFendley also has successfully delivered projects funded by various federal programs including:

- Community Development Block Grant (CDBG)
- FEMA-approved 404 Hazard Mitigation Grant Program (HMGP)
- American Rescue Plan Act (ARPA)
- FHWA-funded projects administered by NMDOT
- U.S. Economic Development Administration (EDA) grants
- HUD Disaster Recovery Funding
- Transportation Alternatives Program (TAP)

Team's Planning, Landscape, Design, and Surveying Capabilities

Planning and Landscape Services Capabilities

As the scopes of work will differ for the various types of task orders anticipated under this contract, CobbFendley has included Consensus Planning as a subconsultant to the team. Consensus Planning is a landscape architecture and planning firm located in Albuquerque, with a staff of 18 professionals, including five landscape architects and designers. They provide the highest quality site planning, landscape, and irrigation design services to their clients. Their experience and professional staff are described below. The firm has completed projects ranging from small residential designs to large-scale master planning projects, including recreation and neighborhood parks, schools, health, office, commercial developments, environmental studies, urban design elements, strategic plans, location studies, area plans, mixed-use developments, and state park/campground master planning and design.

Design Services Capabilities

CobbFendley's municipal engineering team has a history of dedication and commitment to the communities where we live and work. We are a trusted advisor to counties and cities throughout New Mexico, and we pride ourselves on thinking outside the box while recommending common sense approaches that best serve the interests of the

client and its taxpayers. Attention to constructability, reducing maintenance requirements and integration with existing infrastructure are paramount.

The Village has benefited from our skills through our on-going work to address on-call requests as we work toward stability of infrastructure and protecting public safety. During this time, we have supported other municipalities and private sector clients in achieving their infrastructure goals through effective management, clear and concise communication and maintaining our commitments to quality. Our skills cover all aspects of municipal engineering including roadways, trails, H&H, water and sewer conveyance systems, and related technical services. These projects require creation of stamped engineering drawings later used for construction bidding and installation.

Surveying Services Capabilities

CobbFendley's survey experience includes thousands of projects for clients throughout the Mountain Region. Our experience includes land title, boundary, topographic, tree, horizontal and vertical control networks, engineering design, American Land Title Association (ALTA), construction staking and utility surveys. We use innovative techniques including aerial photogrammetry, ground-based laser scanning, rapid static and static GPS, and electronic field books to provide our clients with cost-effective solutions to their surveying requirements. Our team is experienced in using TMOSS and is also able to provide the Village with specialized 3D mapping services, including terrestrial, aerial, and mobile LiDAR, photogrammetry, and drone-based aerial imagery.

CobbFendley's survey team has provided survey support for the Village over the last year and half in response to the flood damage incurred due to fire impacts. We also have identified, cataloged and mapped all storm water infrastructure now a part of the Village's asset management program. Other work includes surveying for multiple highway design projects, utility corridor projects, private development projects, and various on-call projects in multiple municipalities and utility districts.

Our team uses innovative ideas along with cutting edge survey equipment to keep project budgets on task while still providing accurate survey information. For PS&E purposes, CobbFendley's GIS experts can define a roadway network (spatial data that graphically represents the geometry of the roadways, i.e. an electronic map) and its geographically referenced component attributes (road, bridge, and highway data).

Many of these services require a specialized understanding of the spatial properties of the project area of which we are very familiar with in the Village of Ruidoso. CobbFendley has licensed GIS Professionals who will incorporate MicroStation and/or AutoCAD drawing files into a custom GIS database to be utilized by Village Staff. Our staff is confident in our ability to produce quality information and products using these technologies to increase our accuracy and efficiency of project delivery.

Firm's Experience Working with Government and Private Clients on Similar Engineering and Consulting Contracts

CobbFendley understands the challenges around quick deployment to respond to on-call requests and has structured our operations and management approach to meet them. The fact that a majority of our firm's business comes from repeat clients is a direct result of their satisfaction with our services. ***Our clients continue to utilize our expertise due to our depth of experience, customer service, and dependability.*** Due to the quick turnaround of many of our project schedules, CobbFendley's business model is established to allow for efficient decision-making and scoping. CobbFendley has extensive experience with on-call, quick turnaround and emergency response projects.

Our current active on-call engineering agreements with similar agencies throughout the state of New Mexico include the Cities of Alamogordo, Las Cruces, Rio Rancho, Truth or Consequences, Counties of Bernalillo and Catron, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), New Mexico Department of Transportation (NMDOT), New Mexico Energy, Minerals, and Natural Resources Department (EMNRD), Energy Transfer, and the New Mexico Facilities Management Division (FMD). Below is a list of our active on-call agreements with similar agencies throughout the region:

CURRENT NEW MEXICO ON-CALL CONTRACTS	
Agency	**Agreement**
City of Alamogordo	On-Call Engineering Services
City of Rio Rancho	■ Utility Engineering On-Call ■ Public Works Engineering On-Call
City of Roswell	On-Call Civil Engineering Services
City of Truth or Consequences	On-Call Engineering Services
New Mexico Facilities Management Division	On-Call Architectural and Engineering Services

F. Response to Specifications

CURRENT NEW MEXICO ON-CALL CONTRACTS	
Agency	**Agreement**
City of Las Cruces	■ On-Call Civil Engineering Services ■ On-Call General Engineering Services ■ On-Call Utilities Engineering Services
Village of Ruidoso	■ On-Call Water and Sewer System Improvements ■ On-Call Professional Engineering Services for Watershed Projects
Catron County	On-Call General Engineering Services
Bernalillo County	On-Call Engineering and Surveying Services
Southern Sandoval County Arroyo Flood Control Authority (SSCAFA)	On-Call Water Resources Engineering & Planning Services
New Mexico EMNRD State Parks	On-Call Professional Engineering Services
NMDOT Statewide	On-Call Drainage Engineering Services
Albuquerque Bernalillo County Water Utility Authority	On-Call Engineering Services
New Mexico State University	On-Call Civil Engineering Services

CobbFendley has established, and will continue to maintain our commitment to Ruidoso, by exhibiting sound management, offering unrivaled professional engineering experience and capability, producing quality products, and adhering to the highest standards of professional engineering ethics.

Firm's Relevant Experience and Capabilities Working with Water and Sewer System Improvements

Water and Sewer System Improvements Design

CobbFendley is fully capable of providing complete water and systems improvements. From securing the easements or ROW, to the development of construction plans, through the management of construction, our experienced professionals approach each project focused on providing cost-effective solutions to the challenges of building public infrastructure. Other municipal expertise includes:

- Storm sewer and drainage system designs
- Water supply and distribution systems, including wells, pump stations, and delivery systems ranging from transmission lines down to building service water supply lines
- Wastewater collection and treatment including on-site treatment such as lagoons, septic systems, and package plants, particularly in rural areas. Integration with existing utility systems and networks is also addressed
- Construction management
- Master planning and CIP development, including advising local authorities in evaluating current infrastructure systems and needs
- Support of public financing Initiatives
- Natural gas systems ranging from permitting and design through construction record document development
- Broadband and fiber optic communication infrastructure

2. SPECIALIZED DESIGN AND TECHNICAL COMPETENCE

Technical Expertise

CobbFendley has successfully completed water-related projects for 45 years, including numerous projects for municipal utility districts, authorities, and similar agencies charged with providing safe, reliable drinking water. Services for these clients have included water plant rehabilitation/expansion, modifications to existing ground level and elevated storage tanks, new ground level and elevated storage tanks, new water mains, and water main replacements/renewals.

CobbFendley has the unique characteristic of providing in-house survey, SUE, utility coordination, and ROW acquisition to complement our water utility design capabilities. Our breadth of capabilities also adds flexibility to our ability to respond to the specific demands of each project and allows us to adjust the team as the project progresses, in consultation with the Village.

For the benefit of the Village, CobbFendley has assembled a highly qualified and experienced team of professionals and technical support staff to serve the Village's mission. Our team has detailed experience directly related to water and sewer system infrastructure design with an emphasis on sustainable solutions across the entire state of New Mexico and the southwest region.

F. Response to Specifications

Value Added: Cross-Functional Team Resources and Collaboration

The primary advantage of contracting with a full-service civil engineering firm to deliver surveying services is our ability to provide project solutions that normally fall outside the scope of traditional land surveying. Sourcing services like land surveying, SUE, GIS, ROW acquisition, and permitting from multiple firms for individual task orders can quickly erode project budgets and schedules, and complicate project management and administration tasks. Our breadth of capabilities also adds flexibility to our ability to respond to the specific demands of each project and allows us to adjust the team or project scope as the project progresses, in consultation with the Village.

Beyond practical and environmentally conscious design approaches, we are also very familiar with regulatory requirements stipulated by the Federal Safe Drinking Water Act the New Mexico Administrative Code, and NMED Construction Programs Bureau guidance. By blending our technical competence and experience with a holistic approach to addressing the conditions faced by the Village, CobbFendley can address and solve the Village's water and sewer system challenges.

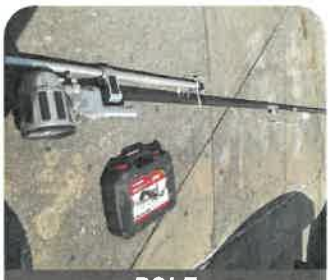
Our team provides a specialized combination of services designed to expedite the delivery of project components critical to the design process. Our expertise focuses on providing highly accurate underground and above-ground utility location data to design engineers at a project's outset to minimize interference between utility facilities and design features. Combining engineering, utility coordination, and surveying disciplines on a single team allows optimization of resources and early identification of high-priority tasks. ***The benefits of our approach are tangible – we save clients time and money by streamlining critical tasks.***

CobbFendley's work history was built on private utility relocations. Our utility engineering capabilities are marked by strong relationships with local utility owners, former DOT/private utility company staff, and in-house utility specialists available to mobilize quickly. When planning begins with infrastructure projects, inaccessible or incomplete records of utility facilities can complicate the design process. ***CobbFendley's utility coordination and SUE services are key tools for setting up communication lines among the involved organizations and identifying potential conflicts.***

Land/Utility Surveying and Mapping

CobbFendley's survey experience includes thousands of projects for clients across New Mexico and neighboring states. CobbFendley's survey team has provided survey support for multiple highway design projects, utility corridor projects, private development projects, and various on-call projects in multiple municipalities and utility districts. Our team uses innovative ideas along with cutting-edge survey equipment to keep project budgets on task while still providing accurate survey information.

In addition to having our own in-house land/utility survey and mapping capabilities, CobbFendley also has robotic culvert crawlers and pole cameras to assist in the data-gathering stage. Our culvert crawler is a robotically-controlled video camera that can travel within a pipe and collect real-time video imagery. The camera can also measure distance from the starting point in feet so that elements within the pipe can be identified by location within the pipe. These inspection activities can be recorded and saved as digital video files for later viewing and annotation. This system would be an ideal means of inspecting culverts or storm drain systems that are not accessible by field personnel and avoid "confined space" conditions that are unsafe. Pole cameras operate under the same principle, however, footage is limited by the length of the pole.



POLE CAMERA

POLE CAMERA

CULVERT CRAWLER

CULVERT CRAWLER (DEBRIS BLOCKAGE)

F. Response to Specifications

Subsurface Utility Engineering (SUE)

In addition to identifying public utilities based on records and/or surface features, CobbFendley also has extensive experience performing SUE Quality Levels B and A (in accordance with ASCE Standard Guideline for Investigating and Documenting Existing Utilities, ASCE/UESI/CI 38-22) throughout the surrounding areas. As design progresses past 30% CobbFendley has the capability to upgrade the quality of the utility information by performing field designating/locating (Quality Level B) activities and mapping these field-verified utilities to the project control datum.

With this more accurate utility information (horizontal accuracy to ±1 foot), the design team can make minor adjustments to avoid costly relocations and possible schedule delays. After 60% design and utilizing a utility conflict list identifying potential vertical conflict locations, CobbFendley can again upgrade the utility quality information by performing utility test holes (Quality Level A) at critical locations.

GIS Data and Analysis Management

CobbFendley uses GIS technology for data integration and analytics, and the mapping and modeling of various physical features. As a result, our clients have improved access and understanding of the data crucial to daily decision-making and long-range planning, offering a comprehensive operational insight.

CobbFendley's GIS team includes 13 GIS technicians firmwide, each offering years of experience using desktop GIS applications such as ArcMap and ArcGIS Pro to manipulate geospatial data and publish maps. The team has robust experience with web-based GIS environments, such as ArcGIS Online, to maintain geospatial data in the most secure and globally accessible manner, as well as creating web mapping applications that can be accessed from web browsers. CobbFendley's GIS team has GIS development experience with Esri's ArcGIS Enterprise/Online, Utility Network, Field Maps, WebApp builder, Custom Widgets, QGIS, Cartegraph, VertiGIS, scripting and automation techniques using Safe FME, Python and Javascript.

Many of these services require a specialized understanding of the spatial properties of the project area. CobbFendley has licensed GIS professionals who will incorporate AutoCAD drawing files into a custom GIS database to be utilized by Village Staff. We have provided several deliverables to the Village in the past that are now incorporated into the Village's GIS database.

Our staff is confident in our ability to produce quality information and products using these technologies to increase our accuracy and efficiency of project delivery.

ROW Acquisition

If any ROW/easements are required due to alignment or design constraints, these needs will be identified in the preliminary phase so the document preparation and acquisition process may be started. This should allow for the acquisition without delaying the start of construction.

Permitting

Some projects may require permits for construction, such as NMDOT, EPA, railroads, etc. CobbFendley has extensive knowledge and experience concerning applicable regulations and permits within the public infrastructure arena. We regularly contact, coordinate, and obtain permits from a wide array of public and private agencies that have vested rights on properties impacted by infrastructure improvements. These permits include:

- **City of Alamogordo:** Utility department shut off, utility locating, and utility coordination
- **NMDOT:** Driveway and access permits, easements, and right-of-entry for data collection and investigations
- **El Paso Electric:** Easements and right-of-entry
- **Union Pacific Railroad:** Right-of-entry and utility crossing permits impacting railroad ROW
- **USACE:** Clean Water Act 401 / 404 permits due to impacts on jurisdictional waterways
- **New Mexico Gas Company (NMGC):** Access permits, creation of easements, and right-of-entry

Municipal Engineering

CobbFendley serves numerous cities as their City Engineer or Municipal Utility District (MUD) Engineer. In these roles, we are accustomed to developing and maintaining water systems. This includes the replacement and/or rehabilitation of aging infrastructure. We are fully capable of providing complete water systems engineering services. From securing the easements or ROW, to the development of construction plans, through the management of construction, our experienced professionals approach each project focused on providing cost-effective solutions to the challenges of building public infrastructure. This expertise also includes:

F. Response to Specifications

- Construction management
- Storm sewer and drainage system designs
- Water supply and distribution systems, including wells, pump stations, and delivery systems ranging from transmission lines to building service water supply lines
- Wastewater collection and treatment including on-site treatment such as lagoons, septic systems, and package plants, particularly in rural areas. Integration of existing utility systems and networks is also addressed
- Master planning and CIP development, including advising local authorities in evaluating current infrastructure systems and needs
- Support of public financing Initiatives
- Natural gas systems ranging from permitting and design through construction record document development
- Broadband and fiber optic communication infrastructure

Our team has supported these types of projects from inception through design and construction. We understand the need for high-quality utility data collection and property boundary identification to facilitate a successful project without delays due to redesign and construction change orders. As providers of surveying and SUE services, we are attentive to the details required during the data collection effort to facilitate the most efficient design solution.

Our design process begins with a clear definition of project objectives so that the appropriate data is collected to support an effective design. The base data, including topographic, ground features, and existing utility information, forms the backbone upon which the design will be based. Through numerous projects, our thorough data collection efforts have facilitated successful engineering projects by eliminating successive field visits to obtain additional data. We also strive to provide that "little bit extra" information that makes the engineer's job easier with the objective of designing an innovative and cost-effective solution.

Water Utility Design

CobbFendley and our team of subconsultants bring you the most highly qualified team to perform the engineering services on your project. Our engineers have designed numerous systems that required the same type of improvements needed to provide a more reliable water system that benefits the Village and its customers. Categories of specialized design and technical competence demonstrated by our team that are relevant to this project include the following:

- Preliminary engineering reports and environmental documents
- Wells and booster stations
- Disinfection and treatment systems
- Elevated and ground level storage facilities
- Transmission and distribution lines
- Water meter upgrades and replacements
- Water system operation and hydraulic modeling

All these services are managed and performed by a team of highly experienced professionals who pride themselves on attention to detail, exemplary work, and customer satisfaction. In addition to water utility infrastructure design, CobbFendley offers the following major services and expertise that may become applicable to your project:

- Feasibility studies
- Surveying
- Geographic information systems
- SUE
- Utility coordination
- Constructability and safety reviews
- ROW and easement acquisition
- NMDOT and County Road permitting

Our team is highly qualified to complete your project. We know rural New Mexico, the culture, and people. Our well-established office in Albuquerque can respond to the needs and requests of the Village promptly and cost-effectively. We are a multi-disciplined firm capable of assessing, evaluating, and developing cost-effective recommendations for your water system improvements. We are fully qualified with successful experience in completing each stage of water system projects from preliminary engineering through operational start-up and construction close-out.

Meeting Project Objectives

CobbFendley understands that the Village's primary goal is to improve the operational efficiency of their water and sewer systems. We are accustomed to providing engineering designs that are tailored to each client's needs. Our proven approach couples our talented, skilled, and dedicated technical team with a detailed, well-thought-out plan and process. Technical design capabilities are crucial to project development; as is an understanding of the complexities in agency coordination, timing, permitting, review times, community engagement, and other 'softer' elements of the project. CobbFendley believes in owning a project, right alongside the Village, and championing the project from inception, through design, bid, construction, and warranty phases.

F. Response to Specifications

Mr. Almy will work diligently to manage schedules, staff resources, and client expectations. We are available to begin working on the Village's projects immediately upon NTP. Additional support and leadership are provided by Mr. Sumrall. Mr. Almy's project approach incorporates the following steps:

- Conduct a project scope evaluation and implement a project plan
- Identify project challenges and potential risks that may affect schedule and objectives
- Prepare a plan for addressing and mitigating obstacles
- Communicate with the client

Having designed infrastructure projects throughout New Mexico since 2007, Mr. Almy has a keen understanding for the requirements to build a successful project and navigate the design, permitting, and coordination processes. Mr. Sumrall will add his perspective to the project planning and execution process to help optimize outcomes and maximize returns for the Village. Certified in the T/LPA program by NMDOT, he will aid in project administration when NMDOT/FHWA funding is utilized.

Quality Control (QC)

QC is the cornerstone of our success. At CobbFendley, QC is a continuous process throughout design development, occurring daily with informal review and then prior to each submittal with a scheduled comprehensive technical and constructability review of the reports, plans, specifications, and cost estimates. Communication and transparency with the project owner is essential to our overall QC process. In addition to as-needed conversations and meetings, monthly progress updates are provided to the owner to summarize project progress, needs, schedule, and upcoming work.

Interface with the Village

Clear and concise communication with the Village and its staff is crucial to the success of this project. Village staff will be made an integral part of the project team and will be included in all specific project assessments and key decisions. Mr. Almy is dedicated to accomplishing the Village's objectives. He understands the importance of well-timed coordination with the appropriate Village personnel and welcomes your valuable input. He will be available for regular progress and coordination meetings, as well as emergency meetings as required. Our communication plan for your project is as follows:

- A kick-off meeting will be conducted to clearly define your objectives and requirements for the project and to refine the scope and schedule.
- We will conduct initial field reviews (walk-throughs) before planning is started to document known challenges with the water system.
- We will conduct interviews with system operators to gain insight into operational and maintenance challenges.
- We will conduct two on-site design reviews at the 60% and 90% design stages.
- Mr. Almy will communicate with the Village weekly throughout the course of the project development concerning the status of the project.
- The Village's primary point of contact will be copied on all correspondence concerning the project.

Project Work Plan

CobbFendley has developed the following Work Plan that describes our project understanding and the technical components of our approach to your anticipated projects.

Project Start-Up and Contracting

Before an agreement is executed, a scoping meeting will be held between the Village representatives and senior members of the CobbFendley team. The purpose of this meeting is to clearly define expectations, objectives, funding requirements, approach, design standards, and milestone dates. Minutes of this meeting will be prepared and distributed to all participants for concurrence. After concurrence, CobbFendley will prepare a fee proposal with a detailed description of tasks to be performed together with the schedule needed to complete each task. This final scope, fee, and schedule will be presented to the Village to finalize the engineering agreement.

Preliminary Engineering Report Development

CobbFendley knows that a preliminary engineering report (PER) is a common tool used to effectively outline the project scope and approach and may be required as part of a publicly-funded project. Many grant programs utilize the USDA Rural Development (RD) Rural Utility Service (RUS) PER template as part of the grant application process. CobbFendley team members are very familiar with this document format and methodologies.
We fully understand that a PER must identify, evaluate, and select a pragmatic engineered solution to achieve funding agency approval. CobbFendley's PER will accurately quantify existing challenges, identify potential future challenges based on population changes, and provide recommendations that maintain operational efficiency and water quality. It will include life cycle cost analyses to provide effective evaluation tools to support various project alternatives presented in the report.

F. Response to Specifications

Development of the PER will be initiated with one or more scoping meetings with the Village's team members to narrow the focus of the PER so that it addresses issues of importance. Simultaneously, a comprehensive collection and review of previous work on the water or sewer system and available data such as record drawings, GIS data, water quality, hydraulic modeling, and maintenance logs will be conducted to understand the history and nature of the water and sewer system. Our team schedules and conducts interviews with Village operator(s) and resident stakeholders to gain a better understanding from both viewpoints. Once all previous studies and plans have been reviewed, interviews conducted, and data collected; hydraulic modeling and evaluation will begin.

Based on the availability of an existing hydraulic model, CobbFendley staff will either create a new model or update the existing one. Our team will use this model to evaluate the operation of the existing and proposed infrastructure during both present and future population conditions and correlate the results with interviews to quantify the problem areas. Alternatives will be developed to address each challenge and optimize operation of the water system.

CobbFendley always considers life-cycle costs when evaluating alternatives. Our method considers not only probable construction costs, but also design, ROW acquisition, permitting, bidding, construction management/observation, O&M, and short-lived assets. We make every effort to utilize existing ROW and easements for new infrastructure.

Environmental Documentation

Environmental documentation is required for projects that use some state and all types of federal funding. Initiating the environmental process simultaneously with the development of the PER will expedite the development of documentation needed to facilitate future funding opportunities for your project. CobbFendley will use the Environmental Assessment (EA) process to provide a second opportunity for community input on the proposed alternatives. This EA document will be prepared in accordance with USDA-RUS Bulletin 1970, a commonly used format suitable for grant applications with state and federal agencies.

Surveying, Utility Mapping, and Easement Acquisition

Field surveying to map the horizontal and vertical location of existing and future facilities will be performed in-house to facilitate an efficient data collection effort. This surveying effort includes mapping of existing features such as topography, property/ROW boundaries, and existing infrastructure. Our utility locating team will identify all buried and above ground utilities for which records are available. Once identified, our surveyors will map them for integration into the project base for use in the design process. Necessary permanent and temporary easements are identified and documented as part of the design process. Appropriate documentation will be prepared for execution and recording with all affected public and private parties.

Design Process

Project design programs follow a consistent process for most publicly funded projects, particularly when utilizing NMDOT/FHWA funding. Application of the T/LPA process is very prescriptive, which Mr. Sumrall has been certified in its application by NMDOT. The design program typically follows the following process when following the NMDOT Roadway Design Handbook:

30% Design Phase

The 30% design phase identifies the overall design objectives and establishes the overall limits and expectations of the design effort. It is used as a first step in identifying additional data and information needs, determining impacts and begins the construction cost estimation process. This deliverable serves to highlight opportunities and constraints in the interest of a successful project construction. A review by the Village with CobbFendley will result in clear directions to move the project onto more detailed design.

60% Design Phase

The 60% design will advance the design further toward enabling final decisions, modifications, and more detailed construction cost estimating. Any remaining conflicts or data needs will be identified. Detailed items such earthwork, easements, materials, and constructability are included for critical review.

90% Design Phase

By the 90% design phase, the project is effectively complete with this deliverable serving as the final review set for Village comment. A final engineer's estimate of construction cost is included, as well as a complete set of specifications and supporting contract documents provided by the Village for bidding purposes.

Plans, Specifications, and Estimates (PS&E) - 100% Design Deliverable

Any comments received during the 90% design review are incorporated and the final plans, specifications, and construction cost estimate is provided in preparation for bidding activities. During the design process, Mr.

F. Response to Specifications

Almy will initiate coordination with NMDOT and the Village regarding any necessary permits for construction within their ROWs. CobbFendley will submit plans, specifications, and estimates to the Village for review at the 60% and 90% progress stages. After completion of the changes identified during the final design review, Mr. Almy will coordinate with the Village staff to submit these documents to the appropriate ROW owners and the appropriate funding agencies for approval.

Utility Design and Permitting

CobbFendley's design team will develop detailed plan view sheets and plan and profile sheets with grade control for the water and sewer system improvements. Traffic control plans, construction sequencing sheets, survey control sheets, general and project-specific notes, and structure details will be prepared as appropriate. In addition, construction cost estimates, specifications, and contract documents will be prepared and developed with each milestone design review.

During the design process, CobbFendley's project manager will initiate coordination with NMDOT and Lincoln County regarding any necessary permits for construction within their ROWs. CobbFendley will submit plans, specifications, and estimates to the Village for review at their 60% and 90% progress stages. After completion of the changes identified during the final design review, Mr. Almy will coordinate with Village staff to submit these documents to the appropriate ROW owners, New Mexico Construction Programs Bureau, and the appropriate funding agencies for approval.

Bid Administration

Mr. Almy will work with the Village to establish the construction bidding period, bid due date, and issue advertisements for construction. We can provide any level of bid administration services including distributing plans to prospective bidders, scheduling and conducting a pre-bid meeting, issuing addenda, conducting the bid opening, assisting the Village with evaluating bids, preparing the bid tabulation, checking references, and preparing a letter of bid recommendation. Mr. Almy can assist the Village with the construction contract execution and prepare conformed documents.

Construction Administration

CobbFendley can also provide any level of construction management services such as conducting the pre-construction conference, reviewing submittals and material certifications, responding to contractor's requests for information (RFI's), processing pay applications, processing change orders, developing punch lists, conducting substantial and final completion meetings, and certify project completion documentation.

11-Month Warranty Inspection

CobbFendley will schedule and conduct a walkthrough inspection of the project improvements with the Contractor and Village. Our project manager will develop a final warranty punch list for the contractor to address before 12-month warranty period expires.

QA/QC Process

QA/QC and value engineering are a cornerstone of our project processes. We have a history and culture of performing projects with quick start-up and turnaround timelines as evidenced by our many on-call contracts in multiple departments. Our firm has established a company-wide QA/QC program used by our team members on each project.

Quality Management Team

Production Team
- Produces exceptional quality work following client standards

Team Task Leaders
- Verifies compliance with client standards
- Implements project Quality Control Plans

Project Manager
- Coordinates QA/QC activities and schedule
- Provides high-level technical review

Technical Reviewer
- Provides detailed technical review
- Gives feedback to QA/QC Manager

QA/QC Manager
- Directs and reviews QA/QC activities
- Back-checks calculations and standards

Project Principal
- Provides final review of overall project
- Allocates QA/QC resources

F. Response to Specifications

Specialized Problem-Solving Techniques or Approaches

Considering the breadth of experience that our team brings to the table, we are uniquely qualified to address conditions and challenges that we encounter in New Mexico. Our project approach and problem-solving techniques are applied with consideration to the ultimate goal required by the Village. Some examples of our techniques are as follows:

- Implementation of applicable software
  - AutoCAD Civil 3D Storm and Sanitary for plan and profile drawings of gravity and pressurized water systems
  - AutoCAD Civil3D for cross sections and earthwork analysis
  - HY-8 hydraulic structure modeling for potential modification to drainage structures encountered within the utility alignments.
- Online research to identify solutions to unique conditions encountered
- Cross company consultation with professionals with applicable experience
  - Within the Mountain Region of CobbFendley, we have experts with direct experience addressing arid land hydrology conditions. We often conduct cross-region dialogs to address technical questions and challenges unique to individual project conditions.
  - Industry leaders throughout CobbFendley's organization with expertise in transportation, traffic engineering, structural engineering, multi-use trail design, site development, and water and wastewater engineering.

Ultimately, we rely on making the best use of the resources available to our team whether by reaching out beyond our locally available expertise, including other CobbFendley offices or our outside staff we have included as part of our project team. This includes environmental/NEPA documentation and compliance and geotechnical investigations and analysis. By leveraging our experience, team, and available resources, we are very confident we can address all technical and condition specific elements.

Innovative Practices/Ideas

To best address New Mexico's unique environment, it is important to evaluate both regional aspects along with site specific conditions that affect a project. We are uniquely qualified to address circumstances impacting the statewide highway network. Examples of challenges and solutions are shown below.

Example 1: Rock Within Utility Alignment Profile

Solution: Evaluate potential for boring or micro-tunneling for installation of utility lines

Example 2: Excessive Utility Conflicts Due to Existing Infrastructure

Solution: Develop cost effective realignment solution and minimize constructability challenges during future maintenance and replacement programs.

Example 3: Limited Easement or ROW Width Available for New Construction

Solution: Explore co-location alternatives or realignment of utility to avoid acquiring additional easements.

CobbFendley Team Advantages

The CobbFendley team offers a vast experience with innovative ideas that can address the challenges often faced in mountainous environments experiencing wide temperature extremes, snow and ice, shallow bedrock, and impacts from wildland fire. We have multiple civil engineers that can bring more regionalized experience and knowledge of local conditions, agency interface and project proximity to improve execution efficiency and timeliness. We bring a team that covers all the elements of a project scope that may be encountered including:

- Innovative utility rehabilitation and installation techniques
- Green Infrastructure/Low Impact Design/Biomimicry
- Drainage master planning
- Hydraulic structure design
- Erosion and sediment control design and stabilization
- Architectural design
- Landscape Architecture
- Protection of structures and bridges

3. CAPACITY AND CAPABILITY OF THE OFFEROR TO PERFORM THE WORK

CobbFendley's capabilities include the core civil engineering areas of paving and drainage design, water distribution and wastewater collection design, H&H, water and wastewater plant design, lift station design, and roadway engineering. We also have in-house capabilities for services that are less common to the typical engineering firm, including surveying,

F. Response to Specifications

ROW services, private utility coordination and design, telecommunications design, electrical transmission design, gas distribution design, and SUE.

These in-house services provide CobbFendley with the advantage of utilizing highly experienced supporting resources during our design phases, which leads to more innovative designs and cost-saving solutions. CobbFendley's team of engineers and experts are exceedingly capable and available to work with the Village for your future on-call projects.

Capacity To Handle Multiple Projects

CobbFendley is capable of addressing multiple projects and deliverables when competing demands occur. We facilitate clear communication and schedule requirements through a weekly meeting where all active projects are evaluated and discussed to verify that we are maintaining schedules, budgets, and deliverables as described in our executed scope of work. We understand that in some cases, funding constraints and governing body expectations can sometimes require accelerated schedules and deliverables. Should such conditions arise, our team will confer to address schedule conflicts to reallocate resources and staff internally.

Project Management

CobbFendley has successfully managed and delivered numerous multi-disciplined local projects. Mr. Almy will manage the project execution and design processes, incorporating the following activities:

- Establish a clear definition of project objectives with the Village so that the appropriate data is collected to support a functional and sustainable design.
- Prepare a Project Management Plan (PMP) to outline and define the project scope, schedule, and budget for clear details involving the project execution.
- Instill a "Plan the Work/Work the Plan" mindset and process. This serves to keep our team on track, the Village well informed, and produces quality deliverables for Village's benefit.
- Collect required base data including topographic, ground features, existing utility information, and reference reports which form the design foundation. Our thorough data collection efforts facilitate successful engineering projects by eliminating successive field visits to obtain additional data. We also strive to provide additional information to make the engineer's job easier with the objective of designing an innovative and cost-effective solution.

Applying these practices consistently, along with clear and effective communication, allows us to balance and maintain efficient workflow and schedules while maintaining quality. We hold regular internal coordination meetings to keep our teams on track.

Specialized Services

CobbFendley can provide many of the necessary services outlined in the RFP in support of civil, municipal, and facilities engineering projects. This includes engineering design, surveying, utility locating, utility coordination, and ROW acquisition services.

Site Visits

Site visits will be conducted to verify a timely and efficient assessment of existing conditions, progress monitoring, and troubleshooting of engineering issues. These visits are integral to maintaining a thorough understanding of each project, ensuring that all tasks are executed according to plan and standards. ***For emergency response needs, we will mobilize engineers to the site within five working days to assess any urgent issues and recommend immediate solutions***. During each visit, we will provide detailed reports summarizing observations, action items, and recommendations. These reports will be shared with the Village for review and will serve as documentation for progress and project quality assurance.

Damage Assessments and Public Assistance

The New Mexico Department of Homeland Security and Emergency Management facilitate conveyance of Federal FEMA funding, a fact well known by the Village administration. Public Assistance funds can be used for permanent utility repairs due to disaster declarations. We are ready and available to support the Village in assessing damage, scoping necessary repairs or replacement, and supporting the funding application process. Our team is very familiar with the Village and areas experiencing damage and at continued risk going forward.

In addition, our team is very experienced in obtaining land access agreements, securing permits, and providing construction administration services. Mr. Jacob Hays, our licensed structural engineer, has performed bridge, roadway condition, and structural surveys to identify maintenance, upgrade, and replacement needs.

Water and Sewer Utility Evaluation and Design

Water delivery and wastewater collection and conveyance analysis and design are prime functions of the CobbFendley Municipal Engineering business team. Our experience with potable water systems ranges

from development of new water wells to above ground storage tanks, disinfection and pumping, transmission lines, fire protection lines, and service connections. Sewer collection and conveyance skills include design of both gravity and force main systems including lift stations. Our team has experience with pipe bursting, manhole rehabilitation, and pipe lining technologies. The Village may have needs to upsize or relocate portions of the system to avoid future damage. We can use in-house software to model flows to determine appropriate pipe size and alignments.

Culvert Design (Hydraulics + Construction Documents)

The CobbFendley team has recent and on-going experience focused on hydraulic analysis and culvert design construction documents. Our site development project experience includes design of subsurface gravity flow storm drain, detention ponds, and ported risers to address storm water quality permit requirements prior to discharge to receiving waters. The entire storm drain network required hydraulic grade line analysis. The ported riser design required detailed analysis of discharge rates due to varying pond water storage elevations and could not exceed acceptable flow rates from the outfall.

We have also designed large diameter culverts for new construction and retrofit of existing structures. These design documents have been prepared for municipalities and local governments. Mr. Sumrall delivered a detailed hydraulic analysis of proposed bridge replacement structures along the Rio Ruidoso. Six critical river crossings were damaged or obliterated during flood events of 2024.

The analysis determined the appropriate replacement structures that can pass the elevated flood and debris flows that are currently impacting the Village. He has addressed drainage, fire recovery, and land stabilization projects for over 30 years in the southwest.

Roadway Design (Repair to Cross-Sections)

Our design engineers are well versed in design requirements for roadways based on NMDOT and local government requirements. This includes design of new rural gravel roadways, repairs to existing paved roadways, striping plans, and design of new multi-lane roadways requiring medians, turn-lanes, and paved pedestrian trails within the roadway section. As a part of these projects, we were also responsible for traffic control design for implementation during the construction phase activities.

Roadway drainage is also a critical element to prevent flooding of the traveling surface and the adjoining property. Our approach is to incorporate drainage structures and features into the design that maintain historic flow paths and patterns to minimize impacts to off-site development and receiving waters.

Preparing H&H Studies

Hydrologic Analysis

Hydrologic analysis studies are a strong suit of the CobbFendley team. Members of our proposed project team have undergone detailed training conducted by the USACE in the use of their HEC-HMS watershed modeling program. We have used this program to analyze watersheds of varying sizes and determine peak flow rates and volumes for standard design storms including the 100-year storm frequency. These studies have been performed in varying terrain ranging from high-desert grasslands to fire damaged forested watersheds.

A relevant case study that we have completed analysis of the ***Village of Ruidoso's Upper Rio Ruidoso Watershed*** that was impacted by the South Fork fire that occurred in June of 2024. New interim floodplains have been produced and have been adopted by the Village of Ruidoso for use in planning and redevelopment activities currently underway. Careful evaluation of watershed conditions is a major element of effective modeling.

Our team is reviewing all available information provided by the Village of Ruidoso and federal agencies that document changes in the vegetative condition that greatly influence runoff due to lack of tree canopy and soil cover lost to the fire. This analysis will serve as a basis for funding applications to FEMA and the State of New Mexico to aid in fire recovery.

Hydraulic Analysis

Concurrent hydraulic analysis of the ***Upper Rio Ruidoso Watershed*** began with collecting field survey data reflecting flood limits occurring due to monsoon rains that occurred post-fire. Application of HEC-RAS, a USACE hydraulic analysis program, was completed to compare observed conditions with modeled floodplain extents.

This analysis served as an Interim Flood Elevation map for review and approval by FEMA to apply to rebuilding destroyed homes in the Village of Ruidoso. We have also performed similar hydraulic analysis to determine design requirements for protection of a 30-inch diameter, high pressure natural gas pipeline exposed by erosion due to elevated runoff resulting from fire damage of the watershed outside Flagstaff, Arizona.

F. Response to Specifications

Preparation of Construction Documents

Upon acceptance of the schematic design and completion of preliminary investigations, the CobbFendley team will progress to the design phase of the project and prepare plans, specifications, and detail drawings. CobbFendley will provide the technical expertise to design these projects and understands the importance of engaging the County and relevant stakeholders in the process. CobbFendley will provide submittals at intervals agreed upon with County, typically 30%, 60%, 90%, and final. Critical design decisions will be discussed during the design development process and addressed as we progress rather than waiting for review meetings.

Permitting Assistance

Some projects may require permits for construction, such as ROW use, access/driveway, utility accommodation, use/occupancy, and Clean Water Act compliance. CobbFendley has extensive knowledge and experience concerning applicable regulations and permits within the public infrastructure arena. We regularly contact, coordinate, and obtain permits from various public and private agencies that have vested rights on properties impacted by infrastructure improvements including:

- **Chaves County:** ROW use permit
- **NMDOT:** Utility accommodation, use/occupancy, road work, and access/driveway
- **Railway:** Utility, temporary occupancy, roadway surfacing, and general license
- **USACE:** Clean Water Act 401/404 permit for jurisdictional waterways
- **NM Gas:** New gas line installation permits within public ROW

Procurement/Bidding Assistance

As part of our design project process, CobbFendley aids our clients during the contractor bidding process. Our role includes participating in the pre-bid conference, reviewing contractor bids for contract compliance, and providing a recommendation for bid to the project owner.

Development of FEMA Hazard Mitigation Opportunities

Forest fires have a devastating effect on the environment and local communities both in the near term and over an extended period as the watershed recovers. During the watershed recovery process, the risk to existing development and infrastructure remains high with critical assets at risk. CobbFendley recognizes this and can help prioritize critical projects that serve to stabilize the environment while protecting vital infrastructure. Sediment capture structures, upsizing of conveyance structures, design of diversions and levees, and armoring structures at risk are all recommended priorities.

Code Analysis

Building codes sometimes require revision and update to address changes in conditions that impact design and development. Interim codes and standards may be needed to accommodate changes that don't support established approaches and standards. For example, standards affecting building finished floor elevations may require adjustment due to changes in local drainage conditions. We are seeing these conditions in the ***Upper Rio Watershed*** where current standards do not adequately prevent new structures from being constructed in a newly created floodplain that resulted from a fire damaged watershed. To that end, temporary changes to fill requirements may be necessary to prevent placing new construction at risk. CobbFendley is able to assess codes and standards and identify conditions that may not be attainable based on current conditions.

Construction Administration

We will verify that all phases of the project are executed according to design specifications, budget, and schedule. With an experienced team of engineers, inspectors, and project managers, we can provide on-site oversight, quality control, and contract management throughout the construction process. Key capabilities include:

- **Contractor Coordination:** Foster clear communication between all stakeholders for project alignment.
- **Quality Assurance:** Regular site inspections to verify that construction activities comply with the project's plans, specifications, and standards.
- **Change Management:** Prompt and effective resolution of any changes or unforeseen conditions, minimizing delays and cost overruns.
- **Budget and Schedule Monitoring:** Ongoing tracking of the project's budget and schedule, with detailed reporting to verify timely project completion.
- **Document Control:** Management of submittals, RFIs, change orders, and progress reports to maintain accurate and organized project records.
- **Compliance Oversight:** Confirming adherence to all relevant safety regulations, environmental requirements, and permitting conditions.

F. Response to Specifications

Communication

Communication at all levels is critical to the success of a project. This includes effective communication with the Village and other project stakeholders. CobbFendley will work with Village staff, as requested, to keep the public informed of the projects before and during construction.

We have worked on numerous projects that require public input and feedback and have hosted many open houses and public hearings. For these projects, CobbFendley will develop exhibits, prepare materials, provide presentations, and be present to explain the project to the attendees and listen to and record feedback on their concerns.

Following public input, the CobbFendley team will assemble the comments and will coordinate with the Village to determine the action required, if any, to address feedback. The public's concern/input will be balanced with Village intent for the project to provide a coordinated approach to the project. For larger or high-profile projects requiring extensive public involvement and meetings, CobbFendley is able to work with local subconsultant(s) that specialize in public engagement services.

Contingency Plan

CobbFendley has staff redundancy across the entire team to fill in should unforeseen personnel changes occur. CobbFendley also has established leadership and project management training programs in place, allowing staff to be able to immediately step in and take over if a key task member were to leave. If a key team member does leave, Mr. Almy and Mr. Sumrall will address the issue immediately and provide solutions to keep the project on schedule and within budget, while maintaining quality.

Firm's Ability to Manage Costs

CobbFendley always strives to design our projects with attention to multiple cost-control objectives that include:

- Maximize operational efficiency
- Work within available row/easements, if possible
- Specify materials and methods that are cost-effective
- Facilitate ease of maintenance into the future
- Perform constructability review through the design phase of the project
- Evaluate potential for phased construction if available budgets do not allow for the complete project from the outset
- Consider end-of-life requirements so that replacing the project does not involve special methods and allows for material recycling and re-purposing

With these multi-faceted objectives at the forefront of our efforts, the Village can have confidence that we are serving their best operational and financial interests to gain the most benefit for their constituents.

Firm's Ability to Meet Schedules

CobbFendley's engineering and survey teams successfully schedule projects through team assignments. Mr. Almy will assign a team of engineers, surveyors, and field crews to work on the project(s) from beginning to end. When needed to meet accelerated schedules, other teams can assist on a project, but all will be working under the direction of Mr. Almy to confirm that project scope, budget, and schedules are met. He will meet with the Village to determine the scope of the project and then develop the final scope, fee, and timetable for deliverables.

Schedule Management

CobbFendley's team members are immediately available to work on the Village's projects, deploying local office and field staff to deliver efficient and responsive service. With dedicated local staff, the CobbFendley team has the capacity and capability to perform professional engineering and surveying services for the Village, beginning immediately. CobbFendley has a history of working with our clients to meet special requests and tight deadlines. We meet regularly to coordinate resources and prioritize deadlines and deliverables. This includes a daily staff check-in to verify tasks and priorities.

In addition, our team has staff redundancy to fill in should schedules be expedited or unforeseen personnel changes be required. The CobbFendley team provides the Village with an arsenal of diversely experienced professionals committed to serving and meeting the ever-evolving needs of the Village. Mr. Almy will confirm that commitments to budgets and schedules are upheld. Our team has a history of meeting commitments and completing successful projects throughout New Mexico and will bring that same commitment of quality service to the Village. In addition, Mr. Almy has the authority to direct staff and bring additional team members into the effort if needed.

F. Response to Specifications

Local Leadership

PROJECT MANAGER
Chris Almy, PE – Albuquerque Office
505.389.4705
calmy@cobbfendley.com

The CobbFendley team is available to support the Village in real time. We have responded to many urgent requests to provide information, data, advisement and coordination through the management of emergency conditions now experienced by the Village. Our staff have all had direct experience working on projects in Ruidoso and are very familiar with conditions and features in the Village.

Our local Project Manager, Mr. Chris Almy, PE, ***has 19 years of experience performing technical designs and coordinating with multiple reviewing, permitting, and funding agencies***. He specializes in H&H analysis, stormwater systems, grading, drainage, erosion/ sediment control, and National Pollutant Discharge Elimination System compliance. His duties include conducting studies, preparing plans, specifications and construction estimates for drainage improvement projects. He has performed numerous drainage feasibility and engineering design studies. Mr. Almy excels in technical writing, project and team management, agency coordination, and performing drainage analysis using HEC-HMS and HEC-RAS.

Mr. Almy is supported by engineering experts in the fields of water supply and distribution, hydraulic modeling, permitting, surveying, SUE, ROW, and other technical services. Mr. Almy will provide senior leadership and guidance to project teams overseeing delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

Additional support and leadership are provided by Mr. Sumrall. Having designed infrastructure projects throughout New Mexico since 1995, Mr. Sumrall has a keen understanding for the requirements to build a successful project and navigate the design, permitting, and coordination processes.

CURRENT ACTIVE PROJECT	
Project Name/Owner	**% Complete**
Drainage Engineering On-Call, NMDOT	As needed
Ruidoso Watershed Based Plan, Village of Ruidoso	80%
Standard Drawing 602 Revision and Update, NMDOT	90%
Drainage Basin Rehab, City of Alamogordo	90%
Street Re-Striping Plans, City of Alamogordo	75%
SSCAFCA Pond Design Manual	10%
NMDOT I-40 Drainage Improvements	15%

Subconsultants Capabilities

Consensus Planning
Landscape Architecture Services

Established in 1991, Consensus Planning is a landscape architecture and planning consulting firm dedicated to providing sustainable design services to the public and private sectors. They have experience with green storm water infrastructure, watershed restoration, outdoor recreation planning and design, land use evaluation, policies, and regulations, as well as historic and cultural resources protection, and public outreach programs and strategies, working with municipalities, counties, state and federal agencies, and tribal communities.

Consensus Planning has extensive experience and competence in preparing and facilitating all types of community planning and outdoor recreation design and studies that are tailored to community goals, including comprehensive plans, parks and recreation master plans and landscape design, metropolitan redevelopment area plans, neighborhood plans, affordable housing plans, facility plans, locational studies, and economic impact analyses for cities, counties, and tribes throughout New Mexico

Planning, Zoning, and Landscape Architecture Services Capabilities

Ability and Plan to Provide Planning and Zoning Services

Consensus Planning's planning approach is rooted in collaboration and clarity. They excel at translating complex technical issues into formats that are easily understood by both decision-makers and the general public. Through early kickoff meetings, schedule coordination, and alignment of project goals, they will verify that each

task moves forward in step with the Village's objectives. Community engagement is central to their process—they design and facilitate public and community partner meetings that capture local priorities and help guide recommendations and solutions.

Consensus Planning also emphasizes rigorous quality control at every phase. Internal staff reviews, document proofing, and milestone reporting help them manage scope, maintain schedules, and deliver accurate products. This includes support for planning studies, mapping and zoning tasks, and integration of land use considerations with CobbFendley's engineering design. Their team-based approach, combined with deep knowledge of New Mexico planning processes and municipal requirements, will provide the Village with coordinated, cost-effective, and high-quality services under this on-call contract.

Ability and Plan to Provide Landscape Architecture Services

Consensus Planning is experienced in watershed reclamation techniques, including the "softer" types of erosion control structures, such as media lunas, one-rock dams, and Zuni bowls. Typically employed higher in the watershed, these structures alleviate sedimentation, creating opportunities to stabilize soils with vegetation and reduce head cuts.

Their landscape architect and designers are experienced with green stormwater/drainage structures, such as bioretention swales, infiltration trenches, and sedimentation basins, which are used to treat, harvest, and infiltrate stormwater to the greatest extent possible before it enters waterways. These structures, coupled with native vegetation and robust seeding operations, serve to stabilize sites for the long term. Not only has their staff contributed to the NMDOT NPDES manual by researching, illustrating, and promoting best practices for watershed reclamation, but they have also personally built these structures in the field as volunteers on the Navajo Nation.

Staff is also dedicated to xeriscape planting principles and the use of native plant material. We are aware of the austere planting conditions in New Mexico and develop planting plans with tailored seeding mixes to create optimal conditions for maximizing survival and germination rates as a way to maximize the positive impacts to the health of the watershed.

Formative Architecture
Architectural Services

Formative Architecture (Formative) is a design firm led by principals with a combined experience of more than 20 years. Formative is committed to creating sustainable, high-performance architecture, which minimizes the built environment's impact and meets their client's needs. They attribute their success to their collaborative approach with clients and subconsultants and their thoughtful consideration of design options that incorporate cost-effective design solutions.

Ability and Plan to Provide Architectural Services

CobbFendley has enlisted the help of Formative to provide architectural services for the Village's future projects. They bring a unique perspective to this on-call contract, combining local knowledge with proven collaboration. Formative has successfully partnered with CobbFendley on multiple projects, thus building a strong working relationship that allows for clear communication and seamless coordination between disciplines. Formative has worked alongside CobbFendley to deliver construction documents for the new Pecos River Hotshots Crew Headquarters in Las Vegas, NM and the Eagle Nest Lake State Park Comfort Station project.

Formative is actively engaged in various New Mexico reforestation projects with other clients, ***giving them direct, hands-on experience with the area and a deep understanding of the challenges that come with post-wildfire recovery and rebuilding***. They will focus on delivering solutions that are durable, sustainable, and tailored to the unique needs of rural communities. Whether supporting the design of essential Village facilities, integrating infrastructure with surrounding landscapes, or ensuring structures can withstand future natural events, they are committed to designing with purpose and resilience.

SWCA Environmental Consultants
Environmental Services

SWCA is a nationally recognized, employee-owned firm with more than 1,600 scientists, planners, and technical specialists across 45 offices nationwide. They have two offices in New Mexico with more than 80 planning, natural resources, and cultural resources professionals with extensive experience in New Mexico. Their locally based team of scientists, hydrologists, planners, biologists, cultural resources specialists, historians, and Environmental Policy Act (NEPA) planners are experienced in solving complex environmental problems with sound science and creative solutions.

Ability and Plan to Provide Environmental Services

SWCA understands that engaging experienced National NEPA compliance support is essential for any project with a federal nexus, such as those involving federal funding or the use of federal lands. Navigating the NEPA

process is a complex, multi-faceted undertaking that demands technical expertise, strategic coordination, and a deep understanding of both environmental resources and legal frameworks. SWCA is often the selected third-party contractor for large-scale, complex projects that involve environmental resources constraints, multi-land management jurisdiction, and public involvement.

A successful NEPA process begins with rigorous issue identification, which forms the backbone of a defensible and efficient environmental review. Their team facilitates early coordination meetings with agencies, stakeholders, and project proponents to systematically gather information about the proposed action and its context to uncover potential concerns related to threatened and endangered species, air and water quality, noise, soils, jurisdictional waters, sensitive habitats, visual and cultural resources, socioeconomic factors, and hazardous materials.

This early and thorough identification of issues allows them to tailor the level of NEPA documentation to the Village's actual project(s) needs, whether that is a categorical exclusion (CE), environmental assessment (EA), or environmental impact statement (EIS). Their team crafts concise and compliant documents that describe proposed actions and alternatives, assess potential impacts across a full spectrum of resources, and present practical mitigation measures.

Water Resource and Wetlands Delineations

The SWCA water resources team conducts hundreds of wetland and non-wetland (OHWM) delineations a year, as well as floodplain presence/absence surveys. SWCA conducts delineations in accordance with the most up-to-date guidance from the USACE for field data collection. For wetlands, SWCA uses the methods outlined in the USACE Wetlands Delineation Manual (USACE 1987) and the Regional Supplement to the USACE Wetlands Delineation Manual: Arid West Region (Version 2.0) (Regional Supplement) (USACE 2010). The extent of non-wetland waters (e.g., creeks, rivers, arroyos, ponds, and constructed ditches) is determined in the field using the guidance and methods provided in USACE Regulatory Guidance Letter 05-05 (USACE 2005) and the USACE technical guidance, A Guide to the Identification of the OHWM in the Arid West Region of the United States (USACE 2008).

Habitat and Ecological Surveys

The SWCA team has a long history of successfully completing biological studies in New Mexico for projects ranging in size from less than one acre to more than 25,000 acres. Their scientists are prepared to conduct WOTUS, vegetation, avian, fisheries, wildlife, protected species, and aquatic biota investigations in support of resource management planning, permitting, impact assessments, and mitigation evaluations. SWCA has extensive experience with field sampling techniques and designs for flora and fauna inventory and mapping, and the expertise to determine which methods and designs are appropriate for various project needs. Their scientists are experienced in all ecosystems of the western United States and can provide client-focused, project-specific solutions to all facets of biological resource issues and constraints.

Cultural Resources Studies

Cultural resources compliance is a core strength of SWCA, and the Village can expect their team to execute cultural resources inventories and other investigations. They are fully equipped to field multiple crews to complete cultural resources projects of any scale at any location in New Mexico on short notice. Their in-house specialists have experience completing cultural resources surveys, testing, and data recovery and their team includes staff experienced with built environment surveys, cultural landscapes, Tribal outreach, and creative mitigation measures. They will perform all the necessary tasks required to research and document the investigations and tasks assigned in accordance with the requirements established by the New Mexico SHPO, the New Mexico Cultural Properties Review Committee, the Advisory Council on Historic Preservation, and other applicable land managing agencies and regulatory bodies.

Any cultural resources tasks completed under this on-call contract would be summarized in a report, dictated by the nature and scale of the task on a project-specific basis, to comply with the applicable federal and state standards. Reports will be overseen by a permitted SWCA Principal Investigator who meets Secretary of Interior Standards for Archaeology or History, and who is permitted as a Principal Investigator by the State of New Mexico.

F. Response to Specifications

A Team You Can Trust

Organization + Management

LEGEND

- CobbFendley [1]
- Consensus Planning [2]
- Formative [3]
- SWCA [4]
- Key Personnel
- T/LPA Certified
- (%) Availability

Village of Ruidoso

PROJECT MANAGER

Chris Almy, PE [1] *(50%)*
NM PE, No. 19120

Role: Lead Engineer; Assigns responsibilities, sets deadlines, monitors progress, and serves as liaison between project team and client.

PROJECT PRINCIPAL + QA/QC MANAGER

Brad Sumrall, PE [1] *(40%)*
NM PE, No. 14806

Role: Oversees contract compliance, project delivery, and allocation of resources; Verifies quality deliverables using QA/QC guidelines; Engaged from kickoff to closeout.

Design Team

WATER + WASTEWATER SYSTEMS LEAD

Chris Almy, PE [1] *(50%)*
NM PE, No. 19120

Water + Wastewater Systems Support
Cesar Madrid, PE [1] *(40%)*
Jacob Hays, PE [1] *(50%)*
Rembrandt Fernandez, EIT [1] *(40%)*

Role: Design Team will be responsible for planning, designing, surveying, bidding, and construction phase services.

Support Services

GRANT ADMINISTRATION
Brad Sumrall, PE [1] *(40%)*

SURVEYING
Surveying Lead
Kyle Sunday, PLS [1] *(30%)*
Surveying - Field Coordination Lead
Bobby Ortiz, CST [1] *(50%)*

ARCHITECTURE
Stephen Teeters, RA [3] *(25%)*

SYSTEMS MANAGEMENT + EMERGENCY OPERATIONS
Brad Sumrall, PE [1] *(40%)*

SUE + UTILITY COORDINATION
Freddie Jaramillo [1] *(35%)*

LANDSCAPE ARCHITECTURE
Ken Romig, RLA, ASLA [2] *(25%)*

MATERIALS ENGINEERING
Jacob Hays, PE [1] *(50%)*

CONSTRUCTION MANAGEMENT
Jesus Ramos, PE [1] *(30%)*

PLANNING + ZONING
Erin Callahan, AICP [2] *(25%)*

ENVIRONMENTAL ASSESSMENT
Andrea McArdle [4] *(25%)*

Vast Available Resources

50 Engineers | **75** Utility Specialists | **10** ROW Agents | **15** Surveyors

F. Response to Specifications

CHRIS ALMY, PE | COBBFENDLEY

PROJECT MANAGER | WATER + WASTEWATER SYSTEMS LEAD

Years of Experience	19
Education	M.S., Civil Engineering, New Mexico State University, 2006 B.S., Civil Engineering, New Mexico State University, 2002
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 19120

QUALIFICATIONS FOR SELECTION

Mr. Almy has 19 years of civil engineering experience performing utility designs and coordinating with multiple reviewing, permitting, and funding agencies on projects throughout New Mexico. He specializes in hydraulic analysis, rural and municipal domestic water systems, drainage engineering, sanitary sewer collection systems, and decentralized wastewater treatment and disposal systems. He has performed numerous engineering studies and prepared plans, specifications, and estimates. Mr. Almy will provide technical guidance to our design teams confirming contract compliance and delivery of scope, budget, schedule, and appropriate resource allocation.

RELEVANT PROJECT EXPERIENCE

Drainage Detention Basin, City of Alamogordo, New Mexico. CobbFendley is providing surveying and engineering services to re-establish the design volume of four existing large detention ponds that have accumulated sediment. The project scope of work consists of conducting UAV (drone) topographical surveying and grading design to re-establish the design detention volumes based on the record drawings of each pond. As Project Manager, Mr. Almy is tasked with leading the design and development of construction plans, technical specifications, and opinion of probable construction costs to be incorporated into the contract documents.

Alameda Drain Trail Phase 4, Bernalillo County, New Mexico. Mr. Almy served as Project Manager overseeing the design survey, SUE, drainage analysis/design, and water quality features design services for Phase 4 of the Bernalillo County Alameda Drain Trail Project. This phase of the multi-use trail project extended along the Alameda Drain, parallel to 2nd Street from El Pueblo Road northward to Alameda Boulevard. The design survey consisted of topography, roadway and drain planimetrics, existing drainage structures, and apparent ROW. SUE services included QL D, C, and B mapping of utilities along the Alameda Drain ROW and six QL A test holes at potential utility conflict locations. A H&H analysis was completed to determine existing storm water flow rates so that drainage structures could be designed to manage runoff at low points along the trail and mitigate erosion of the drain embankment. In addition, CobbFendley coordinated with the landscape architect to locate curb opening along 2nd Street and adjust the grading in areas adjacent to the trail to direct roadway runoff into water harvesting bio-swales in support of the Green Infrastructure (GI) and Low Impact Development (LID) initiative. CobbFendley designed in-drain water quality features consisting of log check dams and step-down structures/structural trash screens to meet the water quality requirement described in the trail master plan. Mr. Almy supported public engagement by responding to public input questions regarding drainage and water quality.

Buckeye and Iron Street Drainage Improvements, City of Deming, New Mexico. Mr. Almy served as Project Engineer for the utilities portion of this project. The project scope of work consisted of the design of a portion of the drainage improvements identified in the City's drainage master plan to reduce the incidence of large-scale flooding of personal property and ponding on the roadway. The design included the abandonment of an existing 8-inch asbestos-concrete water line and replacement with a new 8-inch PVC water line (~1,560 linear feet) to accommodate the proposed drainage improvements. Mr. Almy led the design team tasked with identifying the path of the replacement water line and the appurtenances necessary to return the water system back to normal operation. Mr. Almy oversaw the production of construction plans, specifications, and estimates related to the water utilities that were incorporated into the overall project construction documents. He was responsible for the budget and schedule related to the utilities design.

F. Response to Specifications

BRAD SUMRALL, PE | COBBFENDLEY

PROJECT PRINCIPAL + QA/QC MANAGER | GRANT ADMINISTRATION | SYSTEMS MANAGEMENT + EMERGENCY OPERATIONS

Years of Experience	32
Education	M.S., Civil Engineering, University of Missouri - Columbia, 1992 M.S., Rangeland Ecology, University of Arizona, 1990 B.S., Rangeland Reclamation, Texas A&M University, 1985
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 14086 T/LPA Certified, 2024

QUALIFICATIONS FOR SELECTION

Mr. Sumrall has 32 years of professional water resources, land reclamation, municipal development, and master planning experience. With a background in natural resource management and civil engineering, he strives to incorporate sustainable design practices into all his projects for the benefit of the environment and the end user. Specific areas of expertise include potable water and waste water conveyance and retrofit, reclamation and stabilization of disturbed land including mines, roadways and natural waterways, hydraulic and hydrology (H&H), MS4 compliance, storm water best management practice design and evaluation, and pedestrian trails.

RELEVANT PROJECT EXPERIENCE

Watershed Based Plan, Village of Ruidoso, New Mexico. As Project Manager, Mr. Sumrall performed a comprehensive H&H engineering analysis of all floodplains as part of our on-call engineering contract with the Village. The watersheds in and around Ruidoso were devastated by massive wildfires in 2024, thereby dramatically altering the runoff conditions. Summer rains immediately following the fires and continuing through the present time are producing elevated runoff rates and volumes, exceeding historic levels and above the currently mapped FEMA flood elevations. CobbFendley produced a comprehensive HEC-HMS model in line with FEMA requirements. The results of this study were used in hydraulic modeling through application of HEC-RAS, a 2-dimensional modeling program. Revised floodplains have been created and adopted by the Village to help manage on-going emergency response actions during rainfall events and to guide redevelopment policy as the Village works to rebuild and recover.

Calabacillas Arroyo HEC-HMS, SSCAFCA, Rio Rancho, New Mexico. As Project Principal, Mr. Sumrall provided hydrologic model review and verification on behalf of the SSCAFCA through its on-call engineering services contract. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho. A thorough review of SSCAFCA's HEC-HMS (USACE Hydrologic Engineering Center – Hydrologic Modeling System) model was performed under direction of Mr. Sumrall to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included.

Drainage Bureau On-Call Services, New Mexico Department of Transportation (NMDOT), Statewide, New Mexico. Mr. Sumrall is the Principal Engineer for drainage support to the NMDOT Drainage Bureau. CobbFendley is providing H&H analyses for development projects discharging into NMDOT ROW. This includes reviewing H&H analysis designs completed by other consultants to verify compliance with NMDOT standards, preventing impacts to NMDOT facilities. CobbFendley is also currently updating storm water quality standards to align with the department's National Pollution Discharge Elimination System (NPDES) manual and construction specifications.

Site Engineering, City of Albuquerque, New Mexico. As part of a proposed facility expansion, Mr. Sumrall served as Project Principal to perform a comprehensive infrastructure analysis to ascertain the complexity and extent of constructing a 25,000 square foot addition to an operational high-tech facility. The evaluation included impacts to water, sewer, high purity water, storm drain, communication, electrical, and roadway infrastructure surrounding the existing facility and relocation requirements due to the building expansion. The project is moving into preliminary design after evaluation of six different options with two selected for further evaluation and design consideration.

F. Response to Specifications

JACOB HAYS, PE | COBBFENDLEY

WATER + WASTEWATER SYSTEMS SUPPORT | MATERIALS ENGINEERING

Years of Experience	13
Education	M.S., Civil Engineering, University of New Mexico, 2011 B.S., Civil Engineering, University of New Mexico, 2009
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 22904

QUALIFICATIONS FOR SELECTION

Mr. Hays is a Project Manager with over 13 years of civil engineering experience specializing in geotechnical, structural, materials, and construction projects. His portfolio also includes major airfield and roadway projects for military installations and public infrastructure, where he provided pavement design, drainage solutions, and construction cost estimates. His leadership roles have encompassed project management, quality control, client communication, and technical oversight.

RELEVANT PROJECT EXPERIENCE

I-40 Median Drainage Improvements, NMDOT, Coolidge, New Mexico. Mr. Hays is currently serving as the Project Manager for the drainage design associated with ongoing median improvements between mileposts 44 and 47 on Interstate 40 near Coolidge, New Mexico. The project includes replacing the existing cable median barrier with a 42-inch concrete wall barrier. Additionally, the median will be filled and graded to support a future two-lane expansion, which involves paving the median and shoulder to accommodate additional lanes for emergency use. Mr. Hays is leading a team of engineers and designers in conducting a hydrological study and developing project plans. He also performs interim QA/QC reviews between official milestone submissions and prepares quantity takeoffs to support the development of quantity schedules.

Pine Road Drainage Improvements, City of Rio Rancho, New Mexico. Mr. Hays is currently serving as the Project Manager for the Pine Road Drainage Improvement project, which includes drainage easement acquisition and property procurement in support of a sediment retention and conveyance system. Mr. Hays oversaw comprehensive title research for ten properties, including the preparation of electronic title reports and key findings in accordance with NMDOT standards. He is currently working with the City on a contract amendment to provide updated ROW mapping for six parcels, including one summary plat and six parcel exhibits with legal descriptions and five foot public utility easements. His responsibilities have included project management, scoping ROW/survey services, and subcontractor management. Future services will include field surveying and filing summary plat, legal property descriptions, and parcel exhibits with Sandoval County and the City to maintain compliance with federal and local requirements.

Atkinson Road Bridge Replacement, City of Roswell, New Mexico. Mr. Hays served as the Project Engineer responsible for designing a box culvert to replace a bridge spanning an active storm channel in Roswell, New Mexico. He conducted a hydraulic analysis using the Federal Highway Administration's Culvert Analysis Program (HY-8) to size the box culvert in accordance with the performance criteria outlined in the NMDOT's Drainage Design Manual. A double-barrel box culvert with 14-foot by 12-foot openings was selected based on the flow requirements. Mr. Hays also performed a bearing analysis to confirm that the bearing pressure remained within allowable limits. He led the design team in developing the construction drawings and details for the final deliverable.

Trucking Facility Storm Drain Evaluation, ABF Freight, Albuquerque, New Mexico. Mr. Hays served as the Project Engineer responsible for developing repair recommendations for channel lining and slope paving. The main loading dock at this facility is located in a low-lying area, surrounded by steep, shotcrete-stabilized slopes, with drainage channels along the edges designed to divert runoff into catch basins. These slopes and channels exhibit various forms of distress, including shrinkage and structural cracking, joint deterioration, and voids beneath the pavement, all of which compromise their integrity and allow water infiltration. The recommended repair plan was developed considering Department of Interior Guidance, and includes replacing the channel lining and slope paving, regrading the drainage channels, sealing joints, filling cracks, and remediating voids.

F. Response to Specifications

CESAR MADRID, PE, SIT | COBBFENDLEY

WATER + WASTEWATER SYSTEMS SUPPORT

Years of Experience	15
Education	M.S., Industrial Engineering, New Mexico State University, 2020 B.S., Geomatics, New Mexico State University, 2024 B.S., Civil Engineering, New Mexico State University, 2014 A.S., Civil/Survey Technology, Doña Ana Community College, 2011
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 26360 Professional Engineer, Texas, No. 139663 Surveyor In Training, New Mexico, No. 7856 Unmanned Aircraft System (UAS) Pilot, No. 4677224

QUALIFICATIONS FOR SELECTION

Mr. Madrid brings 15 years of civil engineering experience with a focus on utility design and coordination across New Mexico, working with various reviewing, permitting, and funding agencies. His expertise spans water distribution hydraulic analysis, rural and municipal domestic water systems, sanitary sewer collection systems, gas distribution systems, preliminary engineering reports, design drawings, civil site design, roadway improvement, and survey and mapping. With a decade of experience in the public sector, Cesar has supported engineering projects related to water, wastewater, natural gas, and solid waste facilities, confirming adherence to federal, state, and local regulations. He also has a proven track record in designing, planning, and supervising infrastructure projects such as roads and water systems.

RELEVANT PROJECT EXPERIENCE

Hutton to Highway 14 Aerial Cable Construction Project, Light Connections, Santa Fe, New Mexico. CobbFendley provided management and engineering services for the installation of aerial cable construction in partnership with Light Connections. The project scope included the design and installation of overhead fiber optic cables to improve telecommunications services. Key tasks included conducting site surveys, securing necessary traffic control permits, and sourcing quality materials. The installation involved erecting poles and stringing cables, all while verifying safety and minimizing disruption to the community. Mr. Madrid served as the Transportation Engineer responsible for designing and sealing certified traffic control plans, which included assessing traffic patterns, determining appropriate signage, coordinating detours, and confirming compliance with local regulations to maintain safe traffic flow during construction.

Campo St. and Organ Ave Rehabilitation Project, City of Las Cruces, New Mexico. Mr. Madrid served as the Assistant Project Manager for this street rehabilitation project, which focused on restoring and upgrading road infrastructure to improve functionality, safety, and aesthetics. The project scope involved assessing existing systems including roadways, water, storm, gas, and sewer systems and developing detailed plans and designs that incorporate sustainable practices. The rehabilitation design covered Campo St. from Picacho Avenue to Lohman Avenue and Organ Avenue from Campo St. to Mesquite St. Design components included resurfacing roadways, replacing sidewalks, installing ADA ramps, updating intersection signalization, and upgrading stormwater, water, gas, and sewer systems. Verifying compliance with environmental regulations and securing necessary permits were essential, along with engaging the community to address concerns and provide regular updates.

I-10 Study Report AB, NMDOT, Deming, New Mexico. Mr. Madrid served as the Project Manager for the NMDOT Interstate Study Report AB. The scope of work included a review of four alternatives to identify the most effective traffic flow solutions for the project. Each option was evaluated based on traffic capacity, safety, and community impact. Following a thorough assessment, the installation of three roundabouts was determined to be the best alternative, chosen for its potential to enhance traffic efficiency, reduce congestion, and improve safety at key intersections. The evaluation also incorporated environmental impact assessments and feedback from community stakeholders to confirm a comprehensive approach to traffic management. Additionally, the scope encompassed crash analysis, traffic analysis, an evaluation matrix for the alternative analysis, and level of service assessments provided by eRMSI. Mr. Madrid also oversaw coordination efforts with the City of Deming, NMDOT, and railroad certification.

F. Response to Specifications

REMBRANDT FERNANDEZ, EIT | COBBFENDLEY

WATER + WASTEWATER SYSTEMS SUPPORT

Years of Experience	4
Education	M.S., Civil Engineering, New Mexico State University, 2021 B.S., Civil Engineering, New Mexico State University, 2019
Professional Licenses + Certifications	Engineer in Training, New Mexico, No. 7632

QUALIFICATIONS FOR SELECTION

Mr. Fernandez has four years of experience in the civil engineering industry. His primary responsibilities include performing supporting calculations and modeling for a variety of project work under Professional Engineers. Areas of experience include BIM software, Civil3D, HEC-HMS, steel design, wood design, concrete design, drainage analysis, and grading. Mr. Fernandez has assisted in large projects while maintaining communication amongst multiple project managers at a time on a multi-disciplinary level. As an EIT, Mr. Fernandez has been at the forefront in quality assurance and quality control on any work submitted for review.

RELEVANT PROJECT EXPERIENCE

Eagle Nest Lake State Park Campground Improvements, New Mexico EMNRD, Colfax County, New Mexico. Project Engineer. Mr. Fernandez served as Project Engineer for civil engineering design and surveying services to improve State Park facilities in rural Northern New Mexico. Due to increased user needs, CobbFendley completed design improvements to a 30-site RV campground at this rural state park in Eagle Nest, New Mexico. Improvements included an extension of new electrical service, design of a comfort station containing restroom and shower facilities, and a wastewater collection, treatment, and disposal system for flows generated by the comfort station. Improvements to the existing well-fed water supply system were needed due to the increased system demand created by the comfort station. Improvements included design of a standpipe aboveground storage facility, booster pumps to increase system pressure, and addition of a hypochlorite water disinfection system installed at the wellhead. CobbFendley managed the entire project and coordinated numerous subconsultants including architecture, landscape architecture, electrical, mechanical, plumbing, and geotechnical engineering. Permits for water and sewer system upgrades were obtained through NMED. As Project Engineer, Mr. Fernandez performed calculations, routine regulatory information compliance, and Civil3D work for campground improvements at Eagle Nest Lake State Park in New Mexico. Calculations included ADA grading compliance, wastewater discharge, and field dosing wastewater in a low-pressure system. Civil3D work included grading plans, utility plans, existing conditions plans, proposed site plans, and detail sheets.

Calabacillas Arroyo HEC-HMS, SSCAFCA, Rio Rancho, New Mexico. Mr. Fernandez served as Project Engineer providing backchecking to a HEC-HMS model on behalf of the SSCAFCA. Backchecking procedures included performing test runs of their existing model, building a new model from scratch to compare to SSCAFCA's model, and reporting the differences in similarities in the two models' analyses. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho. A thorough review of SSCAFCA's HEC-HMS (USACE Hydrologic Engineering Center – Hydrologic Modeling System) model was performed to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included. A summary report compared and contrasted the SSCAFCA version with the parallel model created by CobbFendley as part of the verification process.

Cimarron Canyon Wastewater Upgrades, EMNRD, Ute Park, New Mexico. As Project Engineer, Mr. Fernandez performed calculations, routine regulatory information compliance, and Civil3D work for wastewater system improvements at Cimarron Canyon State Park in New Mexico. Calculations included leach field dosing rates and proximity checks to drinking water sources. Additionally, Mr. Fernandez coordinated geotechnical data with a partnered firm.

F. Response to Specifications

KYLE SUNDAY, PS | COBBFENDLEY

SURVEYING LEAD

Years of Experience	27
Education	Master of Legal Studies - Real Estate and Construction Law, Texas A&M University, 2025 B.S., Construction Management/Surveying and Mapping, University of Houston, 2004 A.S., Mathematics, Alvin Community College, 2006
Professional Licenses + Certifications	Professional Surveyor, New Mexico, No. 30539 Unmanned Aircraft Systems (UAS) Pilot, No. 3912595

QUALIFICATIONS FOR SELECTION

Mr. Sunday is a Professional Land Surveyor with over 28 years of experience performing survey operations including terrestrial, aerial, and mobile laser scanning; planning drone flights and processing data; GPS/GNSS surveying activities and developing/maintaining current procedures and techniques to verify quality control; conducting field note data reduction and traverse analysis; performing boundary analysis based on research and field reconnaissance; and coordinating the preparation of survey control mapping and survey monumentation.

RELEVANT PROJECT EXPERIENCE

Webster Reservoir Hydrographic Mapping, Boy Scouts of America, Cimarron, New Mexico. Mr. Sunday served as Project Surveyor, overseeing hydrographic survey data collection and upland topography, developing 1-foot contours for volumetric capacity calculations of Webster Reservoir, and serving the Philmont Boy Scout Ranch. He implemented RTK-GPS hydrographic data collection via a multibeam sonar, including "ground-truthing" via conventional surveying methodology. Mr. Sunday implemented various field procedure methods to work around densely vegetated areas in shallow flats by towing the rig and various areas of conventional survey integration.

I-45 North Houston Highway Improvement Project, TxDOT Houston District, Harris County, Texas. As Task Leader, Mr. Sunday completed 3+ miles of design survey within a heavily traveled corridor near downtown Houston. CobbFendley captured numerous overhead bridges & utility structures by utilizing robotic and laser scan stations. CobbFendley utilized TopoDOT and Trimble software suites to extract detailed structural components & detail in inaccessible areas. Utilizing LiDAR laser scanners, CobbFendley was able to stay clear of the traveled lanes & operate at safe distances from both pedestrian and vehicular traffic. For crew safety, CobbFendley worked in larger groupings by employing two three-man crews working in tandem, allowing for a continuous traffic control spotter/flagger and another crew member observing trucks and survey station setups.

SH 242, TxDOT Houston District, Montgomery County, Texas. As Project Manager, Mr. Sunday was responsible for control and monumentation of approximately nine miles of right-of-way to support an aerial survey, including wing panels and centerline panels at 1000-foot intervals throughout the entire length of the project. This included a combination of static GPS/GNSS data collection/processing, as well as secondary Real Time Kinematic (RTK) observations, adhering to TxDOT specifications.

FM 3248 from FM 511 to FM 1847, TxDOT Pharr District, Cameron County Texas. Mr. Sunday was responsible for establishing ground control and panel placement to facilitate aerial mapping for 2.3 miles of FM 3248 in Cameron County. He performed survey for design and construction to obtain channel cross-sections, cross culverts, and obscured areas. He also prepared 3D and 3D design files to supplement aerial mapping.

Buffalo Bayou Bike Trail, City of Houston, Texas. Mr. Sunday performed a 3D Laser Scan of approximately 1,800-linear feet of riverbank and structural modeling alongside Buffalo Bayou, including all utilities, bridges, retaining walls, buildings, and historical sites within project corridor, resulting in a high-definition point cloud of the overall project and yielding a multitude of data available for various aspects of design.

F. Response to Specifications

BOBBY ORTIZ, CST III | COBBFENDLEY

SURVEYING - FIELD COORDINATION LEAD

Years of Experience	33
Education	N/A
Professional Licenses + Certifications	Certified Survey Technician (C.S.T) Level III, No. 1100-1289

QUALIFICATIONS FOR SELECTION

Mr. Ortiz has spent 33 years in the surveying industry acting as a Project Manager on hundreds of surveying projects. He has served as a Crew Chief and Project Manager on many projects throughout the state of New Mexico to perform control work, boundary verification, topographic surveys, property surveys, right-of-way (ROW) surveys, and construction staking and leveling. He has been responsible for supervising and scheduling survey field crews in the production of all types of surveys, including second and third order geodetic surveys, second and third order leveling surveys, and a variety of photogrammetric control surveys throughout New Mexico and the Southwest. He also has experience on military installations, and national laboratories, national forests, municipalities, and Native American Pueblos and Reservations throughout the southwest.

RELEVANT PROJECT EXPERIENCE

Grisum Park Surveying, City of Moriarty, New Mexico. Mr. Ortiz served as Survey Project Manager responsible for providing topographic services for park restoration within the City of Moriarty. The topographic survey was performed on five acres for design purposes. Information collected included planimetric data, utilities, and enough detail to produce one-foot contours. Conventional survey equipment along with UAV technology were utilized to collect survey information for production of a topographic survey and georeferenced orthophoto. All survey work was performed in accordance with the minimum standards for surveying in New Mexico.

Idalia Road Surveying, Weston Solutions, Inc., Rio Rancho, New Mexico. Mr. Ortiz served as the Project Surveyor responsible for performing survey and SUE services to collect data critical to the development and evaluation of design alternatives for this project. The scope of work included topographic surveying, utility records research and mapping, fixed ROW surveying, and production of a summary plat for subdivision of an existing parcel of land within the project limits. The purpose of this project was to correct the physical deficiencies, improve safety, accommodate future traffic demands, and provide multi-modal accessibility within the Idalia Road study corridor. This included updating intersection geometry for improved sight distance at intersections, providing connectivity for multi-modal users, and upgrading the drainage facilities as required to accommodate the full build out of the typical section for corridor.

Southeast Loop Road Phase II, Eddy County, New Mexico. Mr. Ortiz provided survey support. This project, jointly funded by Eddy County, the City of Carlsbad, and the NMDOT, aims to relieve heavy truck congestion through the City of Carlsbad through the construction of a bypass loop connecting US Highways 285 and 62/180. Survey services included setting and surveying 5 GPS control points, fixed right-of-way mapping, preparation of a preliminary property ownership map, and preparation of ROW maps for the 21 partial takes and 12 temporary construction permits required by the project, including research and title reports, and monumentation maps.

Paradise Road and La Paz Boulevard Intersection Improvements, City of Albuquerque, New Mexico. As Project Manager, Mr. Ortiz oversaw scheduling field crews for collection of topographic survey information, SUE QLs B and D data, and establishing a fixed right-of-way through the corridor for this suburban intersection improvement project. He also coordinated with the engineering design firm and managed field and office staff in the production and quality control of the final deliverable to client.

Edgewood Waterline Replacement Project, City of Roswell, New Mexico. As Project Manager, Mr. Ortiz oversaw collection of topographic survey and SUE information through a residential neighborhood for a waterline replacement project. He coordinated field SUE and survey crews to optimize field mobilizations. In addition, he oversaw the production of the final deliverable, ensuring the quality and accuracy of the data provided to the City.

F. Response to Specifications

FREDDIE JARAMILLO | COBBFENDLEY

SUE + UTILITY COORDINATION

Years of Experience	13
Education	N/A
Professional Licenses + Certifications	N/A

QUALIFICATIONS FOR SELECTION

Mr. Jaramillo has 13 years of experience locating utilities using vacuum excavation and radio equipment. He has worked on projects using as-builts, utility records, and visible features to designate utilities using various locate equipment such as an RD-8100, GPR, Metrotech 810, and a GEO mapper. His field experience includes creating field sketches with line types and features to hand off to survey crews, working with pole cameras to video pipe conditions, and mapping communication manholes and sketched fiber runs for various utility owners. Mr. Jaramillo has managed field crews to complete projects on time and under budget.

RELEVANT PROJECT EXPERIENCE

US 60 and 84 from 7th Street East Prince Street, NMDOT, Clovis, New Mexico. Mr. Jaramillo serves as Field Technician. As part of the team selected to design 3.28 miles of roadway reconstruction and drainage improvements, CobbFendley provided SUE and utility coordination services. Our scope consisted of collecting precision location data on all existing underground and overhead utilities within the project limits, including 25 QL A test holes, as well as obtaining NMDOT utility certification letters from each of the seven affected utility owners.

US 285 Roadway Rehabilitation Phase I, NMDOT, Eddy County, New Mexico. Mr. Jaramillo served as Field Technician. Increasing heavy truck traffic from nearby oilfields prompted the NMDOT to rehabilitate 22 miles of US 285 through the heart of New Mexico's Permian Basin. To assist the design engineer, CobbFendley provided SUE services including records research of existing utilities, above ground utility feature identification, utility designation, and preliminary utility coordination. Upon completion of all necessary research and designating services, CobbFendley determined apparent impacts the proposed design had on existing utility infrastructure. This potential impact list was then provided in report format for use by the design team and NMDOT, along with a utility conflict matrix identifying a unit rate cost estimate for the relocation of utilities potentially impacted by the proposed design.

NM 566 Bridge Reconstruction, FNF Construction, Church Rock, New Mexico. Mr. Jaramillo served as Project Manager for this project, which contained SUE Quality Levels D, C, B, and A, including 18 test holes. The project involved reconstruction of the bridge along NM 566 which crossed two BNSF rail lines in Church Rock, New Mexico. CobbFendley was tasked to survey existing utilities prior to construction. Test holes were needed at each utility conflict. All necessary one calls, standbys, and permits were acquired to dig on or near high pressure gas lines near BNSF RR tracks.

Trevino Channel and Middle Venada Channel SUE QLs A and B Utility Survey, City of Rio Rancho, New Mexico. Mr. Jaramillo served as Field Technician responsible for performing SUE QLs A and B utility surveys for roadways crossing both Channels. He and the field team secured permits and traffic control along with placing NM 811 dig tickets. Mr. Jaramillo scheduled NM Gas standbys for each high-pressure gas line that was potholed, monitored schedules and field staff to keep project on budget, and submitted Job Safety Analysis forms daily to the City.

Reuse Water Transmission Pipeline, City of Rio Rancho, New Mexico. A critical component of the City of Rio Rancho's Effluent Reuse Master Plan is the construction of a reuse water pipeline from Wastewater Treatment Plant (WWTP) No. 1 to the Cabezon WWTP No. 6, which facilitates the delivery of reuse water to strategic locations for irrigation, industrial uses, and aquifer replenishment. To inform the design of the nearly 2.5-mile pipeline, Mr. Jaramillo served as SUE Field Technician responsible for providing SUE services, including records research and identification of all utility owners affected by the project and mapping of existing utilities within specified project areas. Our team coordinated with nine different utility owners to obtain as-built records, correlated owner records with designating data, and updated the existing utility facility plan where applicable.

F. Response to Specifications

JESUS RAMOS, PE | COBBFENDLEY

CONSTRUCTION MANAGEMENT

Years of Experience	28
Education	M.S., Construction Management, The University of Texas at El Paso, 2015 B.S., Civil Engineering, The University of Texas at El Paso, 2005 A.A.S, Drafting and Design, El Paso Community College, 1997
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 23052 Professional Engineer, Texas, No. 103721

QUALIFICATIONS FOR SELECTION

Mr. Ramos is a Senior Project Manager with 28 years of experience in civil engineering including constructability review, construction management, and coordination. Mr. Ramos is a versatile and well-rounded civil engineer, with experience in construction management and coordination, storm drainage design, SUE, and highway engineering design. His construction experience include complete bidding process, scheduling, field investigations, and utility management and verification.

RELEVANT PROJECT EXPERIENCE

Florida Street Widening, City of Deming, New Mexico. Mr. Ramos served as Construction Management Lead for approximately 1,144 linear feet of pavement widening along Florida Street from NM 11 to Santa Clara Street. The project is within state jurisdiction and required coordination with NMDOT.

Racetrack Street and Drainage Improvements, Luna County, New Mexico. Mr. Ramos served as Construction Management Lead for approximately 2,700 linear feet of street and drainage improvements along Racetrack Road from Chato Road to Hunt and Little Drive Road.

Gateway Stormwater Ponds, El Paso Water Utilities (EPWater), El Paso, Texas. Mr. Ramos worked under the direct supervision of the Principal and Lead Engineer to develop a full Civil Package for two Stormwater Detention Ponds. He was involved in the design and performed coordination with the EPWater and participated in the weekly project meeting. He also generated and coordinated the General and Utility Demolition Plans and the Construction Sequence Plans. He reviewed and provided comments to the Lead Engineer for the Preliminary Drainage Analysis Report. He reviewed and provided comments to the Technical Specifications and Opinion of Probable Cost. He also conducted a careful "take-off" to determine quantities for the cost opinion. This project was constructed in conjunction with a tunneling project to connect both ponds for stormwater equalization, therefore careful coordination with other consultants was eminent.

Haciendas San Gabriel Unit One, Sunland Park, New Mexico. Mr. Ramos served as Construction Management Lead for 20.512 acres of Residential Subdivision Improvements in Sunland Park, New Mexico. Services included coordination with construction activities between the owner's construction representative and the City of Sunland Park, New Mexico, performed coordination with all utilities to successfully lay underground conduits for cable installation for electric, fiber optics cable, telephone, and gas main services. Coordination also included final platting. The improvements included stormwater infrastructure, grading and drainage, curb and gutter, asphalt pavement, rockwalls, illumination, water distribution, sanitary sewer system, landscaping, and irrigation.

East Border Highway Extension, TxDOT - El Paso District, El Paso, Texas. Mr. Ramos served as Project Engineer for approximately 20.3 miles of proposed extension, from Loop 375 (Americas Avenue) to the Fabens port-of-entry, Mr. Ramos identified watershed areas over 200 acres to calculate the storm water runoff using the NRCS and Unit Hydrograph methods. He determined and calculated the watersheds and sub-watersheds of an area over 33,845 acres (52.9 square miles). Due to the extent of farmland within the total contributing watershed and project area, he placed special emphasis on the existing irrigation channels and coordinated extensively with the El Paso County Water Improvements District #1.

F. Response to Specifications

STEPHEN TEETERS, RA, CPTED, APACBE | FORMATIVE ARCHITECTURE

ARCHITECTURAL

Years of Experience	19
Education	M.A., Architecture, University of New Mexico, 2007 B.S., Mechanical Engineering, University of Akron, 2002 B.S., International Business, University of Akron, 2002
Professional Licenses + Certifications	Registered Architect, New Mexico, No. 5371 CPTED Certified Professional (Crime Prevention and through Environmental Design) APACBE Certified Professional (Accessibility Professional Association Certification for the Built Environment)

QUALIFICATIONS FOR SELECTION

Mr. Teeters is a founding principal of Formative Architecture with over 19 years of experience in the planning, design, and construction of award-winning architecture. Stephen combines his engineering mind-set of how building systems work with his practical business and design sense to complete projects on-time and within budget. His ability to effectively listen and communicate will provide any project with a proven leader committed to effective collaboration.

RELEVANT PROJECT EXPERIENCE

New Mexico Reforestation Center, City of Mora, New Mexico. The New Mexico Reforestation Center (NMRC) is a collaborative effort between New Mexico State University, New Mexico Highlands University, University of New Mexico, the New Mexico Energy, Minerals, and Natural Resources Department, as well as Formative Architecture and consultants. Mr. Teeters served as the Project Manager responsible for designing a visitor center, administrative, and greenhouse infrastructure that will produce and distribute approximately five million seedling trees per year in effort to replant burn scars in New Mexico and the southwest. Furthermore, NMRC will serve as an educational center with learning opportunities for students from universities as well as K-12 schools and regional community members.

New Headquarters for Pecos River Hotshots Crew, New Mexico Forestry Division, Las Vegas, New Mexico. Mr. Teeters served as the Project Manager responsible for designing a new headquarters campus for the New Mexico Forestry Division's Wildland Firefighters, supporting their mission to protect and restore the state's natural landscapes. Situated above Storrie Lake, the campus integrates durability, sustainability, and comfort to serve the operational and training needs of wildland firefighting crews. The project includes a new engine bay, classroom, and support spaces to accommodate daily operations, training, and equipment preparation. Four new bunkhouses provide sleeping quarters for crew members, supported by communal outdoor amenities including a BBQ patio and basketball court for rest and recreation.

Eagle Nest Lake State Park Comfort Station, EMNRD, Eagle Nest, New Mexico. Formative Architecture is currently collaborating with CobbFendley to design and construct a new 1,600 square foot comfort station, along with campground improvements, for Eagle Nest Lake State Park. The park is located in the high mountains of the Moreno Valley. The new comfort station will serve as the central hub of the campground and provide restroom and shower facilities for campers as well as a place to gather out of the elements.

Valle de Oro Outdoor Classroom, City of Albuquerque, New Mexico. The Valle de Oro National Wildlife Refuge is the first urban wildlife refuge in the Southwest. This growing destination required a new visitor center and maintenance facility to serve the community. Mr. Teeters served as the Project Manager responsible for designing the new visitor center. The project had three goals serving as guiding forces— encouraging visitor engagement, sustainability, and providing community gathering places. The site planning placed the building pad elevated above the surrounding refuge to provide visitors easy visual access to the acres of refuge beyond. The visitor center building design of a large folding plate roof provides big shade to the entrance plaza, outdoor covered amphitheater, and wetland terrace, encouraging visitors and staff to enjoy the programmed outdoor spaces. The visitor center includes visitor reception and exhibit spaces within the lobby.

F. Response to Specifications

KEN ROMIG, PLA, ASLA, LEED AP | CONSENSUS PLANNING

LANDSCAPE ARCHITECT LEAD

Years of Experience	23
Education	M.S., Community and Regional Planning, University of New Mexico
Professional Licenses + Certifications	Professional Landscape Architect, New Mexico, No. 337

QUALIFICATIONS FOR SELECTION

Mr. Romig, PLA, ASLA, LEED AP, is a Landscape Architect with over 23 years of experience envisioning and designing great outdoor spaces that are responsive to place, human wellness and vernacular traditions. Having grown up on a sustainable farm in Northern New Mexico, he is exceptionally aware of the austere growing conditions in the Southwest, including diurnal temperature fluctuations, soils, and microclimates.

Mr. Romig has developed a niche landscape architectural practice that involves the master planning and design of abandoned mine land and has conducted community-based planning efforts and design to safeguard and reclaim mined lands in Madrid and Silver City, New Mexico. These master planning and design efforts have implemented watershed reclamation techniques that preserve and protect ecological and cultural resources, while reflecting the vernacular building traditions of the local community.

RELEVANT PROJECT EXPERIENCE

Madrid Mining Landscape, Madrid, New Mexico. Mr. Romig served as Landscape Architect to manage the community-based planning process to utilize AML funds for the reclamation of legacy mining issues in the Village of Madrid, New Mexico. The project entailed master planning reclamation efforts for the arroyo, village, and the steep east hillside to minimize erosion, stabilize soils and safely convey storm water through residential neighborhoods. Design efforts included the development of construction drawings for two reclamation efforts, including Phase 1 emergency stormwater conveyance construction drawings, and Phase 2 design of village-wide stormwater system utilizing Zuni Bowls and other watershed reclamation techniques.

Alameda Drain Trail Master Plan and Phases I-III Implementation, Albuquerque, New Mexico. Mr. Romig served as Landscape Architect to manage the master planning of 9-miles of urban and rural trails with multiple jurisdictions to include community amenities and harvest stormwater for landscape plantings using green stormwater infrastructure techniques. He designed construction drawings for three miles of trail and green stormwater infrastructure to use MRGCD and AMAFCA drainage facilities as community amenities.

Safeguarding Abandoned Mines on Boston Hill, Town of Silver City, New Mexico. Mr. Romig served as Landscape Architect to manage a community based planning and design process to safeguard abandoned mines to incorporate trails and safe recreational experiences in landscapes that were severely affected by hard rock mining.

Lake Bonito Campground, City of Alamogordo, New Mexico. Mr. Romig served as Landscape Architect to work with the City of Alamogordo to develop plans for the reclamation and rebuilding of Lake Bonito Recreation Area into a campground, fishing, and recreation area.

F. Response to Specifications

ERIN CALLAHAN, AICP | CONSENSUS PLANNING

PLANNING + ZONING

Years of Experience	10
Education	M.S., Community and Regional Planning, University of New Mexico B.A., Environmental Planning and Design, University of New Mexico
Professional Licenses + Certifications	American Institute of Certified Planners (AICP), #29835

QUALIFICATIONS FOR SELECTION

Ms. Callahan, AICP, has over 10 experience performing long-range planning projects like comprehensive plans and affordable housing plans. Prior to joining Consensus Planning, Ms. Callahan worked for the Village of Los Lunas in multiple departments as a land use planner, community development director, and ultimately, deputy administrator. She gained extensive experience in plan review, land use cases, long-range plan implementation, ordinance development, and budgeting, which provided her with valuable insight into how local government operates. She also has both training and experience in hazard mitigation and emergency response. She has completed the National Incident Management System (NIMS), Incident Command System (ICS), and Advanced Incident Command and All-Hazards Planning Section Chief certifications. Outside of her position with Consensus Planning, she is also a part-time faculty member at the University of New Mexico School of Architecture and Planning, where she teaches both studio and lecture courses. Through UNM, Ms. Callahan co-taught the Design and Planning Assistance Center Capstone Planning Studio in 2023, focused on ***wildfire recovery and resilience in Mora and San Miguel Counties***.

RELEVANT PROJECT EXPERIENCE

Chaves County Comprehensive Plan 2025 Update, Chavez County, New Mexico. Chaves County has contracted with Consensus Planning to update its 2016 Comprehensive Plan. Ms. Callahan is serving as Project Planner responsible for conducting a review of the current plan, coordination of a steering committee, data research and analysis, and drafting of a new plan for approval. The Plan includes background information and goals for public land, land use, code enforcement, economic development, housing, transportation, water and wastewater.

Eastern Reservation Master Plan, Laguna Economic Advancement, Pueblo of Laguna, New Mexico. Ms. Callahan is serving as Project Planner responsible for updating the Laguna Economic Advancement's 2008 Eastern Reservation Master Plan. The Master Plan provides long-term goals for the approximately 225,000-acre Eastern Reservation of Laguna Pueblo. This plan presents background information and goals for cultural resources, environmental issues, land management, land use, economic development, water and wastewater, infrastructure, transportation, and public safety.

Hermit's Peak/Calf Canyon Fire Recovery and Resilience Plan, Mora and San Miguel Counties, New Mexico. The Design and Planning Assistance Center is a Research Center (DPAC) at the UNM School of Architecture and Planning, established to deliver design and planning assistance to communities throughout the state of New Mexico and the Southwest Region through community-engaged learning and scholarship. In 2023, Ms. Callahan was the co-instructor of the Capstone Planning Studio section for DPAC, which focused on resilience planning for fires and flooding. She oversaw seven graduate planning students as they developed the Hermit's Peak/Calf Canyon Fire Recovery and Resilience Plan for Mora and San Miguel Counties. The plan has since been distributed and utilized by local and federal agencies working on recovery efforts in the area.

Update of Impact Fee Capital Improvements Plan, Village of Las Lunas, New Mexico. Ms. Callahan served as Community Development Director responsible for updating the Village's impact fees. This began with a review of the Village's existing Impact Fee Capital Improvements Plan and approved Impact Fee Ordinance in order to complete the required 5-year review of the Land Use Assumptions. Through this process, it became clear that the Plan and the Ordinance required significant updates to align more closely with state statute, and the Village needed to establish a dedicated Impact Fee Fund for the first time. Ms. Callahan worked with multiple Village departments, Village legal counsel, the Village engineer, and the Impact Fee Committee to update the Village's impact fees, approve a new Impact Fee Capital Improvements Plan, and create an Impact Fee Fund.

F. Response to Specifications

ANDREA MCARDLE | SWCA ENVIRONMENTAL CONSULTANTS

ENVIRONMENTAL ASSESSMENT LEAD

Years of Experience	8
Education	B.S., Ecology and Evolution, Ohio State University, 2015
Professional Licenses + Certifications	New Mexico Department of Game and Fish Take Permit (3143), Subpermittee U.S. Fish and Wildlife Service, Native Endangered & Threatened Species Recovery Permit (ES045236): AR, AZ, CO, NM, NV, OK, TX, UT; Permittee: Mexican spotted owl (NM)

QUALIFICATIONS FOR SELECTION

Ms. McArdle is a National Environmental Policy Act (NEPA) specialist in SWCA's Albuquerque office with a background in and working knowledge of permitting requirements for watershed restroation projects, renewable energy planning, and wildlife survey methodologies. Ms. McArdle's projects range from NEPA support in the Bureau of Land Management (BLM) Carlsbad and Farmington Field Offices to project feasibility assessments for renewable energy. She gained extensive knowledge in invasive plant species conducting physiological and ecological research at Ohio State and the University of New Mexico. Ms. McArdle also specializes in Mexican spotted owl habitat assessments.

RELEVANT PROJECT EXPERIENCE

South Sacramento Restoration Project, New Mexico Department of Game and Fish, Multiple Counties, New Mexico. SWCA was contracted by New Mexico Department of Game and Fish to support the USFS in developing an EIS for a 140,000-acre landscape scale forest restoration project on USFS lands. Ms. McArdle served as Biologist responsible for facilitating meetings with agencies and the public, drafting resource specialist reports and producing the draft and Final Environmental Impact Statement (FEIS). The Proposed Action would allow implementation of a landscape scale, 20-year forest restoration project on USFS lands in the Sacramento Mountains. SWCA prepared the FEIS for the USFS in 2021.

Sandia Mexican Spotted Owl Surveys, Edgewood Soil and Water Conservation District, Bernalillo County, New Mexico. SWCA conducted Mexican spotted owl surveys in the Sandia Mountains. Ms. McArdle served as Biologists responsible for managing and conducting field work for threatened and endangered species within Cibola National Forest. She also assisted with summary reports and agency coordination.

Los Lunas River Mile 163 River-System Maintenance Project, New Mexico Interstate Stream Commission, Bernalillo County, New Mexico. SWCA prepared an environmental assessment (EA), conducted an aquatic resources delineation, and provided Clean Water Act permitting assistance and consultation with the U.S. Army Corps of Engineers for the proposed 43.8-acre project area. The purpose of the project is to improve water conveyance, improve and diversify riverine habitat, and reduce flood risk based on the existing hydrologic and geomorphic regimes by lowering the existing bank and removing berms within the historic channel and floodplain. Ms. McArdle served as Natural Resources Lead and NEPA Writer responsible for assisting with finalizing the proposed action with the agencies, including U.S. Army Corps of Engineers coordination and permitting. She also authored portions of the EA and supporting documents for NEPA analysis.

Town of Corona Planning Collaborative Forest Restoration Program, Claunch-Pinto Soil and Water Conservation District, Lincoln County, New Mexico. SWCA prepared a Collaborative Forest Restoration Program grant application to complete NEPA on USFS lands that are adjacent to the Town of Corona. About six to ten sections of land were included in this analysis and 800 acres of USFS (Cibola) land were surveyed.

Cunningham Solar Transmission Line, Xcel Energy, Lea County, New Mexico. Ms. McArdle served as the Project Manager and Report Author responsible for completing environmental surveys as well as New Mexico Public Regulation Commission Location Approval documentation. The scope of services has included biological and cultural surveys, authoring the biological and cultural resource reports, authoring the environmental report for the location approval application, submitting testimony for the location approval application, and agency coordination.

F. Response to Specifications

4. PAST RECORD OF PERFORMANCE

LAGUNA PUEBLO ON-CALL ENGINEERING CONTRACT (SANITARY SEWER REHABILITATION) | LAGUNA PUEBLO PUBLIC WORKS DEPARTMENT

LAGUNA PUEBLO, NEW MEXICO

Completion: May 2022
Ability to Meet Schedules: CobbFendley completed this project on time.

Project Budget: $8,900 (Design Fee) | **Final Cost Estimate:** $87,450
Bid Price including Accepted Alternates: N/A
Final Cost: $79,865 | **Change Orders:** N/A

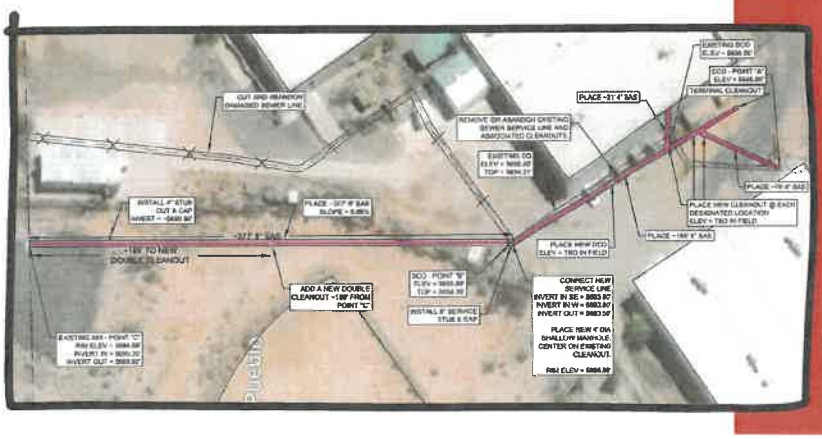
Star Cheromiah | Project Engineer
cheromiahs@pol-nsn.gov | 505.785.2276

Project Description: As a subconsultant to the Pueblo's on-call engineer, CobbFendley designed an emergency replacement of 300 linear feet of a four-inch sewer service line to reconnect three existing buildings at Laguna Pueblo to the sanitary sewer main line. The original design met the required schedule to allow for reopening of the buildings to support the Pueblo's COVID-19 vaccination program during the pandemic.

CobbFendley adapted the design to the site with limited site survey data or control information, and no record information concerning the failed line that required replacement. The work was performed for Pueblo of Laguna Public Works Department at the direction of the Director of Public Works. However, utility systems are managed and operated by the Pueblo of Laguna Utility Authority (PoLUA) who were not included by Public Works as part of the design program. The Public Works department contacted PoLUA for the first time at the 90% complete design review milestone. Because of new information provided by PoLUA during their review, the proposed sewer replacement system required complete reconfiguration of layout and alignment. CobbFendley modified the system to address Utility Department comments and provided the final design within two weeks after the 90% design review.

Control of Costs: CobbFendley specified locally available materials due to limited supply during Covid.

Quality of Work: The COVID-19 pandemic severely limited available construction materials and contractor access. CobbFendley verified that the required materials were locally accessible despite limited supplies to support ease of construction. The new system was designed for a 50-year design life using the most current design standards issued by the Indian Health Service Engineering Division. Constructibility is considered along with ease of replacement or upgrade by allowing for innovations in utility rehabilitation technology and techniques.



F. Response to Specifications

4. PAST RECORD OF PERFORMANCE

EAGLE NEST LAKE STATE PARK CAMPGROUND IMPROVEMENTS | NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT

COLFAX COUNTY, NEW MEXICO

Completion: September 2024
Ability to Meet Schedules: CobbFendley completed this project on time.

Project Budget: $5M | **Final Cost Estimate:** $4.7M
Bid Price including Accepted Alternates: $4.2M
Final Cost: Still in construction | **Change Orders:** None to date

Emily Stout | Project Manager
emily.stout@emnrd.nm.gov | 505.476.3408

Project Description: Through an on-call/master service agreement, CobbFendley's engineers and surveyors are designing improvements for State Park facilities in rural Northern New Mexico. Due to increased user needs, CobbFendley completed design improvements to a 30-site RV campground at this rural state park in Eagle Nest, New Mexico. Improvements include an extension of new electrical service, design of a comfort station containing restroom and shower facilities, and a wastewater collection, treatment, and disposal system for flows generated by the comfort station. Improvements to the existing well-fed water supply system were needed due to the increased system demand created by the comfort station. Improvements include design of a standpipe above-ground storage facility, booster pumps to increase system pressure, and addition of a hypochlorite water disinfection system installed at the wellhead.

CobbFendley managed the entire project and coordinated numerous subconsultants including architecture, electrical, mechanical, and plumbing engineering, geotechnical engineering, and landscape architecture to address the improvements at Eagle Nest Lake State Park. Permits for water and sewer system upgrades were obtained through the New Mexico Environment Department (NMED).

Control of Costs: This project faced significant challenges due to its rural location and the availability of specialty subcontractors. The general contractor worked diligently to locate trades to provide the required construction support while managing the potential inflated costs due to travel and per diem needs for out-of-town providers.

Quality of Work:

Durability and Maintainability

The team went to extraordinary lengths during the design to verify source availability of materials and perform analysis to support design decisions. Equipment selection was based on availability of locally available replacement parts and local contractors capable of maintaining the equipment. Heating and cooling units were sourced from an Albuquerque-based supplier while maintenance contractors in the Taos area (nearest town) were contacted to verify equipment selection decisions. Water system equipment was sourced from an Albuquerque-based supplier who can also service the equipment if necessary. The proposed on-site wastewater system equipment and disposal field materials were chosen from the NMED-approved products list and approved as part of the design program.

Energy Efficiency Benefits

Selection of equipment and materials were all determined to comply with the State of New Mexico Building Energy Code program. Due to participation of federal funding, the requirements of Buy America were also considered and incorporated. Equipment and materials were selected based on local availability while equipment configuration was based on protection from the elements due to Eagle Nest's winter subzero temperatures.

F. Response to Specifications

4. PAST RECORD OF PERFORMANCE

COPPER AVENUE EMERGENCY WATERLINE REPLACEMENT | ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA)

ALBUQUERQUE, NEW MEXICO

Completion: Ongoing
Ability to Meet Schedules: On-Call Response

Project Budget: $35,200 | **Final Cost Estimate:** TBD
Bid Price including Accepted Alternates: Self perform
Final Cost: TBD | **Change Orders:** TBD

Ege Richardson | Chief Engineer
erichardson@abcwua.org | 505.289.3048

Project Description: In response to an emergency waterline break covering over two city blocks, CobbFendley mobilized our surveying and engineering resources to support the ABCWUA in replacing 8-inch steel line with PVC pipe. Our surveying team is collecting all existing and replacement utility data and our engineering team is performing regular site observation to verify construction materials and techniques. The reconstruction must be adjusted to accommodate unknown conditions and utility conflicts as excavation proceeds. This includes fiber optic, telephone, gas, fire protection, water and sanitary sewer line conflicts. We will prepare the record drawings once the project is completed using the field collected survey data.

Control of Costs: Emergency conditions utilizing force account.

Quality of Work: CobbFendley is responsive to daily needs and data coordination.

F. Response to Specifications

5. PROXIMITY TO OR FAMILIARITY WITH THE AREA IN WHICH THE PROJECT IS LOCATED

Familiarity with the Village of Ruidoso

Our project team has both personal and professional experience in Ruidoso, New Mexico. We recently completed the design of a comprehensive fiber optic distribution network throughout the community supplying "fiber to the home" connections. We are very familiar with existing utility networks and physical features within the Village that may impact water and sewer systems. Our project engineers are familiar with the community having spent time in the area for personal and business purposes. The mountainous terrain and impacts from recent forest fires have a significant impact on infrastructure networks within the Village. Significant damage has occurred to public infrastructure in the past and attention to mitigation strategies during project development and implementation are important considerations. Extreme temperatures must also be considered with respect to freezing conditions that could impact water system operation. Appropriate insulation, bury depths or winter-time system shut-down may be required to protect capital investments.

Firm's Proximity with the Village of Ruidoso

CobbFendley's project staff is able to respond quickly to work authorization requests from the Village from our Albuquerque office. CobbFendley is able to provide project coverage through our Albuquerque regional office and our annex located in Las Cruces, New Mexico. We also have the ability to mobilize multiple crews and office technicians to meet constrained or fast-track time schedules. CobbFendley will work diligently to respond quickly to requests under this contract. We maintain flexible operations to respond to the specific requirements of each project. We strive to be available and responsive to both our clients and other project stakeholders throughout the life of a project and beyond. CobbFendley will respond to new work requests within five working days and will communicate with the Village throughout the scope and fee development.

Our client relationships are not one-sided, however, and we make a practice of ***maintaining consistent and ongoing communication and coordination with our clients.*** Public sector work benefits from a clear and open dialog as priorities, funding, and management programs evolve. CobbFendley will meet with Village staff to develop which methodologies to apply on individual projects to verify that maximum efficiencies and high standards are met. CobbFendley's project management team and field crews have many years of experience utilizing the latest cutting-edge technologies to deliver projects efficiently. In addition, our Mountain Region offices enjoy access to the resources of the entire 630+ person firm so we can scale our operations and team size to meet client needs.

Project Competence

The CobbFendley team has performed numerous projects in New Mexico following local government regulations, codes, guidelines, professional standards, and policies. Based on this experience, we recognize some local challenges that will be considered as each project kicks off. We understand the challenges and issues associated with design within existing ROW such as limited space for new utilities, managing existing customer service lines, maintaining service during construction, and traffic control during construction.

As the scopes of work will differ for the various types of projects anticipated under this contract, achieving project success will depend greatly on the team's ability to quickly develop and implement an approach plan specifically tailored to accomplish the objectives of each project. Our approach to addressing these challenges is to thoroughly research existing conditions and prepare designs with careful consideration to the effects of the project during construction, as well as future operations and maintenance requirements. Our extensive experience gives us the know-how to make these project determinations and guide the Village's project to success.

Understanding of The Future Needs of Water and Sewer System Improvements

As communities age and grow, both existing infrastructure and new infrastructure are required to support the community. A thoughtful review and evaluation of existing water, sewer, drainage, and transportation networks serves to form a basis to best invest in expansion and upgrades to these networks. Before starting a new project, the CobbFendley team can assess the condition and operational history of the affected infrastructure networks to help guide the best approach and investment of public funds towards

F. Response to Specifications

providing efficient service and operational life. Water and sewer systems can sometimes be undersized as communities grow so careful consideration of future expansion should be considered before investments are made. This can occur through the evaluation of zoning, access, and site conditions that can impact expansion and operation of water and sewer networks. Topographical and geologic conditions must also be included to address the potential need for lift or pump stations, difficulty in trenching, or site access because of weather. A system-wide approach in determining future needs aids in preventing investments that limit operations or require higher maintenance costs.

6. CURRENT VOLUME OF WORK WITH THE CONTRACTING AGENCY NOT 75% COMPLETE

Information pertaining to CobbFendley's current volume of work with the Village of Ruidoso is provided in the Project/Contract Listing Form (Appendix H) on page 48.

Why CobbFendley?

TRUSTED PARTNER

We have established trust with clients through quality designs and innovative solutions. Our sole focus is to remain a dependable consultant to address your needs as they arise.

+

EXPERIENCE THAT DELIVERS

With a focus on effective communication, our experienced staff navigate the complexities of various markets and sectors, paving the way for successful project outcomes.

+

PERSONALIZED PROBLEM SOLVING

We provide cost-effective solutions with your goals in mind, looking beyond the obvious issues and thinking outside the box to solve problems.

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

F. Response to Specifications

7. SIGNED CAMPAIGN CONTRIBUTION FORM (APPENDIX B)

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Sean Wolfe 10/15/2025
Signature Date

Senior Vice President, Region Manager
Title (Position)

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Sean Wolfe, PG | Senior Vice President, Region Manager
Typed Name & Title of Authorized Representative

10/15/2025 Sean Wolfe
Date Signature of Authorized Representative

F. Response to Specifications

9. NON-COLLUSION AFFIDAVIT (APPENDIX G)

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

STATE OF Texas)

) SS

COUNTY OF Harris County)

Sean Wolfe, PG, being first duly sworn, deposes and says:

That he/she is Senior Vice President, Region Manager of Cobb, Fendley & Associates, Inc. who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: Sean Wolfe

SUBSCRIBED and sworn to before me this **10th** day of **October** 20**25**.

Notary Public:

My commission expires: **12/20/2026**

AMI ZANDRA OBOURN-GOUDIE
Notary Public, State of Texas
Comm. Expires 12-20-2026
Notary ID 130016481

F. Response to Specifications

10. PROJECT/CONTRACT LISTING FORM (APPENDIX H)

APPENDIX H – PROJECT/CONTRACT LISTING FORM

RFP #2026-002P

On-Call Professional Engineering Services for Water and Sewer System Improvements

Firm: Cobb, Fendley & Associates, Inc. Date: 10/15/2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. N/A					
2.					
3.					
4.					
5.					
			Totals		

Table B-On-Call Contracts
Task Orders Issued for Contract RFP #2024-004P

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars) (Including NMGRT)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars) (Including NMGRT)	Total Remaining Balance of Tasked Out Work (in dollars)
1. Ruidoso Watershed Based Plan	06/12/2024		$371,500.50	75%	$276,512.30	$94,988.20
2. Storm Drain Asset Inventory	10/08/2024		$426,658.25	100%	$388,933.86	$37,724.39
3. Base Flood Elevation/Interim Floodplain Survey	10/24/2024		$290,128.58	100%	$145,078.06	$145,050.52
4. Rio Ruidoso Bridge Hydraulics	03/17/2025		$37,865.65	100%	$17,000.45	$20,865.20
5. Ruidoso FEMA Floodway Impacts	03/28/2025		$9,256.86	100%	$5,672.91	$3,583.95
6. Peak Canyon H&H	06/23/2024		$36,631.25	70%	$14,411.52	$22,219.73
		Totals	$1,172,041.09		$847,609.10	$324,431.99

F. Response to Specifications

10. PROJECT/CONTRACT LISTING FORM (APPENDIX H)

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.
5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

Task Order 1 - Watershed Based Plan: Continuing effort to complete the scope of work and incorporating feedback obtained from the partnering meeting held on September 23, 2025.

Task Order 2 - Storm Drain Asset Inventory: Work is complete and final deliverables has been provided.

Task Order 3 - Base Flood Elevation/Interim Floodplain Survey: Work is complete and final deliverables has been provided.

Task Order 4 - Rio Ruidoso Bridge Hydraulics: Analysis of proposed Rio Ruidoso replacement bridges completed and provided to Village for FEMA funding application.

Task Order 5 - FEMA Floodway Impacts: Quantification of structures within FEMA Floodway has been identified, cataloged, and provided to the Village. The final deliverables has been provided.

Task Order 6 - Perk Canyon H&H: H&H analysis of Perk Canyon for the establishment of mapped floodplain that is not currently shown on FEMA FIS map. The modeling work has been completed and project is currently undergoing final quality assurance review.

F. Response to Specifications

11. NEW MEXICO PREFERENCES (IF APPLICABLE)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **COBB, FENDLEY & ASSOCIATES, INC.**

DBA: **COBBFENDLEY**
13430 NORTHWEST FWY STE 1100
HOUSTON, TX 77040-6153

Expires: **27-Dec-2025**

Certificate Number:

L0387987568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

F. Response to Specifications

12. APPENDIX A – ACKNOWLEDGMENT OF RECEIPT FORM

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2026-002P
On-Call Professional Engineering Services for Water and Sewer System Improvements

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Cobb, Fendley & Associates, Inc.

REPRESENTED BY: Brad Sumrall, PE

TITLE: Project Principal PHONE NO.: 505.389.4693

E-MAIL: bsumrall@cobbfendley.com FAX NO.: N/A

ADDRESS: 3820 Academy Parkway North NE

CITY: Albuquerque STATE: New Mexico ZIP CODE: 87109

SIGNATURE: Sean Wolfe DATE: 10/15/2025

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

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

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

F. Response to Specifications

13. ADDENDUM ACKNOWLEDGMENT FORM

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

Date: October 3, 2025

Ref: RFP# 2026-002P On-Call Engineering Services for Water and Sewer Improvements

ADDENDUM #1

The following is being provided in response to questions/comments submitted by offerors/to include the following items and shall be incorporated into the RFP documents for the above referenced project.

***Questions Submitted on September 30, 2025:**

Q1. The RFP indicates federal funding, however, does not include any requirements for Disadvantaged Business Enterprises (DBE) Certification. Does this RFP require DBE Certifications, and if so, could the proposal due date be extended to allow time to complete the certification?

A1. No, the DBE Certification will not be required. At this time we are not extending the RFP due date.

***All questions must be submitted in writing. Reminder, the last day for written questions is 10/02/2025 at 5:00 PM local time**

The above clarification/adjustments shall be incorporated in the RFP documents and included in your proposal. Please enter the latest addendum number on the bid page where requested.

All other terms and conditions of RFP #2025-002P remain unchanged.

Please sign and return by E-Mail (See Below)

Cobb, Fendley & Associates, Inc.
Company

L Bradford Sumrall
Signature

10/06/2025
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Page 1
RFP# 2025-002P - Addendum #1

G. Other Supporting Material

COBBFENDLEY'S MUNICIPAL ENGINEERING BROCHURE

Please see the following pages for our firm's ***Municipal Engineering Services*** brochure to further highlight our local resources, expertise, and capabilities.

WHY COBBFENDLEY?

CobbFendleys' qualifications that make us uniquely qualified to serve as your engineering consultant are:

- Office in Albuquerque with personnel available to support projects locally.
- Project Manager with 13 years of experience with county, municipal, and NMDOT projects
- Project Manager with proven experience on previous similar projects throughout southern New Mexico.
- In-house expertise in SUE, utility coordination, and dry utility design services.
- Experience with project funding and grant writing.
- Extensive experience working on local government projects backed by 200+ years of strong roadway, bridge, water, wastewater, and construction management expertise.
- In-house geospatial services including GIS, surveying, LiDAR, and drone expertise.
- Committed regional engineering firm, consisting of several New Mexico residents

MUNICIPAL ENGINEERING

Public Progress Partners

Infrastructure solutions to move you
from concept to completion.
www.cobbfendley.com

CobbFendley

Progress Made Possible.

Cobb, Fendley & Associates, Inc. (CobbFendley) is a **nationally recognized infrastructure solutions firm** with a regional focus and a commitment to excellence. Since 1980, CobbFendley has been dedicated to the success of our projects, clients, and, most importantly, our people. We deliver comprehensive, tailored solutions for both public and private markets, leveraging the expertise of our multi-disciplinary team to guide infrastructure projects seamlessly from concept to completion. With **650 employees** operating across multiple states, we take pride in enhancing communities through innovative strategies and efficient, **client-centered services**.

MUNICIPAL ENGINEERING SERVICES

CobbFendley's civil engineers play a pivotal role in making a positive impact on the daily lives of community members. Our expertise lies in designing, constructing, maintaining, and enhancing public infrastructure, offering holistic solutions for public improvement projects.

CobbFendley treats each project as an opportunity to form a long-term partnership with our clients. Our goal is to extend the lifespan of infrastructure, reduce maintenance needs, and incorporate new technologies and materials to improve efficiency. Our team of experts combines their engineering skills with a deep understanding of the needs and goals of the communities we serve. We work collaboratively with local stakeholders to tailor our solutions to meet the unique needs of each area. Our capabilities include:

- **City Engineering Services**
- **Master Planning + CIP Development**
- **Support for Public Financing Initiatives**
- **Roadway Design, Maintenance + Rehabilitation**
- **Pedestrian + Bicycle Facility Design**
- **Traffic Analysis + Design**
- **Hydraulics + Hydrology**
- **Storm Sewer + Drainage System Design**
- **MS4 Permitting**
- **Detention + Water Quality Design**
- **Water Storage, Supply, + Distribution**
- **Wastewater Collection + Treatment + Permitting**

Contact Us

BRAD SUMRALL, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

CHRIS ALMY, PE
Project Manager
calmy@cobbfendley.com
505.389.4705

TOP 500 DESIGN FIRMS 2025
RANKED #176
ENGINEERING NEWS-RECORD

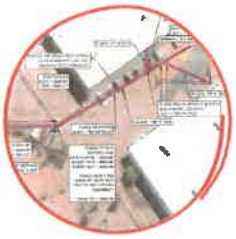
MUNICIPAL ENGINEERING EXPERIENCE

DRAINAGE BASIN IMPROVEMENTS |
Alamogordo, New Mexico
Design and surveying services to reestablish the design volume of two existing large detention ponds. Designed and developed construction plans, technical specifications, and opinion of probable construction costs.

EAGLE NEST LAKE STATE PARK CAMPGROUND IMPROVEMENTS |
Colfax County, New Mexico
Design and surveying services to improve State Park facilities, including a comfort station facility, new electrical service, wastewater systems, water supply systems, and associated permitting.

WESTSIDE BOULEVARD DECELERATION LANE |
Rio Rancho, New Mexico
Design of deceleration lane for this major arterial, including the removal of existing curb and gutter, relocation of landscaping, and construction of new curb and gutter and asphalt paving.

CABEZON SITE DEVELOPMENT | *Rio Rancho, New Mexico*
Site development services to support a 126-unit multi-family residential development, including drainage, transportation access from a principal arterial, and water and sewer system design.



SANITARY SEWER REHABILITATION |
Laguna Pueblo, New Mexico
Design for the emergency replacement of sewer service line to reconnect three buildings at Laguna Pueblo to the main line. The design was adapted with limited site survey data and no records of the failed line that required replacement.

ALAMEDA DRAIN MULTI-USE TRAIL, PHASE 4 + 6 |
Bernalillo County, New Mexico
Hydraulic and hydrologic analysis, design of water quality structures, surveying, and SUE services for this multi-use trail project aimed at facilitating walking, biking, and equestrian use.

PINE ROADS DRAINAGE IMPROVEMENTS |
Rio Rancho, New Mexico
Design of a sediment retention facility to prevent sediment accumulations within an existing 84-inch storm drain. Included an equipment accessible facility and replaced the existing pipe.

Project Portfolio

Scan to explore our full portfolio of projects by Market, Discipline and Location.

APPLIED TECHNOLOGY
ADVANCED SOFTWARE + EQUIPMENT

Integrated Infrastructure Expertise.

Since our founding in 1980, CobbFendley has evolved into a versatile infrastructure solutions provider, offering a range of integrated services. Our work history was built on private utility relocations and has expanded to include fundamental and specialized services needed to complete the most innovative projects. Our team collaborates with each other, our clients, and stakeholders to see projects through – from concept to completion.

DISCIPLINES

- Construction Management
- Oil + Gas Pipeline
- Telecommunications
- Development
- Power Delivery
- **Transportation**
- Geospatial
- Right-of-Way
- **Utility Coordination**
- Hydraulics + Hydrology
- Structural
- Municipal Engineering
- Subsurface Utility Engineering

We take pride in our ability to combine technical design excellence with responsiveness and a strong project management approach. Our proven process—rooted in rigorous management practices, ethical standards, and decades of experience—delivers the best outcomes for our clients and their communities.

NEW MEXICO

3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
505.508.0786

ARIZONA

1131 W. Warner Road, Suite 111
Tempe, Arizona 85284
480.307.6923

NATIONALLY RECOGNIZED
WITH A REGIONAL FOCUS

CobbFendley

www.cobbfendley.com

Cost Proposal

Village of Ruidoso

On-Call Professional Engineering Services for Water and Sewer System Improvements
RFP #2026-002P

ORIGINAL

October 15, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

CobbFendley

CobbFendley 2025 Standard Rate Schedule

CobbFendley

2025 Standard Rate Schedule

Principal	$360.00/HR
Senior Engineer V or Project Manager VI	$357.00/HR
Senior Engineer IV or Project Manager V	$340.00/HR
Senior Engineer III or Project Manager IV	$320.00/HR
Senior Engineer II or Project Manager III	$300.00/HR
Senior Engineer I or Project Manager II	$260.00/HR
Engineer III or Project Manager I	$215.00/HR
Engineer II	$195.00/HR
Engineer I	$165.00/HR
Graduate Engineer II	$152.00/HR
Graduate Engineer	$140.00/HR
Sr. Coordinator (Project, Utility)	$180.00/HR
Coordinator II (Project, Utility)	$150.00/HR
Coordinator I (Project, Utility)	$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$180.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$154.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$136.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$121.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$91.00/HR
Licensed State Land Surveyor	$303.00/HR
Senior Registered Professional Land Surveyor II	$306.00/HR
Senior Registered Professional Land Surveyor	$275.00/HR
Registered Professional Land Surveyor II	$247.00/HR
Registered Professional Land Surveyor	$215.00/HR
Project Surveyor	$198.00/HR
Certified Photogrammetrist	$205.00/HR
3 Person Survey Crew	$240.00/HR
2 Person Survey Crew	$190.00/HR
1 Person Survey Crew	$140.00/HR
Construction Manager III	$350.00/HR
Construction Manager II	$281.00/HR
Construction Manager I	$219.00/HR
Construction Observer III	$195.00/HR
Construction Observer II	$165.00/HR
Construction Observer I	$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$300.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$260.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$215.00/HR
Right-of-Way Agent III	$210.00/HR

(Continued)

CobbFendley 2025 Standard Rate Schedule

Right-of-Way Attorney	$205.00/HR
Right-of-Way Agent II	$180.00/HR
Right-of-Way Agent I	$140.00/HR
Right-of-Way Technician	$125.00/HR
Administrative	$135.00/HR
Clerical	$105.00/HR
Field Data Device	$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	$262/HR
One-Man Designating Crew (4-Hour Minimum)	$146/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$370/HR
Terrestrial Scanner (excluding labor) (4-hr Min)	$200/HR
Mobile LiDAR (excluding labor)	$8,500/day
Helicopter	$2,750/HR
UTV and Trailer (excluding labor)	$200/day
Dump Trailer	$75/day
Boat w/ motor	$1,250/day
Ground Penetrating Radar (Equipment only)	$300/day
Traffic Control Officer	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation, Location & Traffic Control Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Water Works Engineers, LLC., hereinafter referred to as the "Consultant" 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	Water Works Engineers LLC.
Department: Finance	John Matta
ATTN: Procurement Manager	ATTN: Managing Member
Street: 313 Cree Meadows Drive	Street: 7500 N. Dobson Road, Suite 200
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Scottsdale, AZ 85256
Phone: 575-258-4343 Ext. 1082	Phone: 480-712-0145
Email: purchasing@ruidoso-nm.gov	Email: johnm@wwengineers.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

John Matta, Managing Member

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

Lynn D. Crawford, Mayor

Date:_____

Water Works Engineers LLC.

John Matta, Managing Member

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

PROJECT DESCRIPTION

The Village of Ruidoso, New Mexico is requesting proposals to provide On-Call Professional Engineering Services for Water and Sewer System Improvements, Grant Funding Consulting, Grant Searching and Application Process, Planning, Design Services, Surveying Services, Consulting, and Engineering for the Village of Ruidoso. Applicants must be a licensed professional engineer in the State of New Mexico.

The Contracting Agency is requesting proposals for professional:

Architects/Landscape Architects
- [X] Programming Phase
- [X] Schematic Phase
- [X] Design Development Phase
- [X] Construction Documents Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Administration Phase
- [X] Post-Construction Phase

Engineers
- [X] Study and Report Phase
- [X] Preliminary Design Phase
- [X] Final Design Phase
- [X] Bidding & Negotiations Phase
- [X] Construction Phase
- [X] Operational Phase

Surveyors
- [X] Property Boundary survey
- [X] Topographic Survey
- [X] Easement Survey
- [X] Right-of-Way Survey
- [X] Inspection Report

Planning Studies
- [ ] Comprehensive Plan
- [ ] Strategic (i.e. issue specific)
- [X] Mapping and/or Zoning
- [X] Other Planning Tasks

Projects May Include:

- Design and construction of water and sewer system improvements
- Engineering for federal, state, NMED, EPA, Water Trust Board, and local water and sewer system improvements
- On-call engineering services necessary for providing emergency/disaster operations, damage and repair assessment and emergency recovery engineering services
- Preliminary and final engineering studies, environmental, historical reports, preliminary and final design services
- Provide engineering and technical assistance (project evaluations, field inspections and investigations, analysis, recommendation, system design, cost and time estimates, testing, reports, studies, etc.) to other professional, design and assessment services
- Provide quality control and assurance services relating to the review of project and system design documents, specifications, recommendations, and cost estimates prepared by others
- Sub-surface investigation

- System assessment, material condition review, reliability analysis, testing, and design services
- Emergency operations, damage and repair assessment and recovery engineering services to include engineering, planning, and surveying services; architectural and landscape design services; as well as administration of FEMA projects, debris reduction contracts and debris removal contracts.
- Provide the required engineering, observation, inspection, testing, and support services during the construction and/or renovation of new or existing infrastructure, facilities, buildings and building systems to ensure compliance and adherence to construction project documents.

Project Phase:

Each individual project's scope of work performed will be subject to the Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes, and resources that best fit their project's goals, objectives, and outcomes, and to assist them in developing, implementing, executing, conducting, and completing the identified project in the most cost effective and timely manner.

The project phases may include, but are not limited to:

- Programming phase;
- Conceptual design and alignment studies;
- Schematic design phase;
- Design development phase;
- Construction documents phase;
- Procurement and/or bidding phase;
- Construction phase;
- Project acceptance and close-out;
- Project 11-month warranty phase

Post Construction:

- Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution
- Finalize all project documents for Village or Ruidoso review and inspection
- Preparing a final construction project report as required

WATERWORKS ENGINEERS

October 15 , 2025

Statement of Qualifications

On-Call Professional Engineering Services for Water and Sewer System Improvements

RFP: #2026-002P

VILLAGE OF RUIDOSO NEW MEXICO

TAB A - LETTER OF TRANSMITTAL

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Offeror Name: Water Works Engineers, LLC **FEIN#** 20-3148271

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Water Works Engineers, LLC
   7500 N. Dobson Road, Suite 200
   Scottsdale, AZ 85256

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

   Name John Matta
   Title Managing Member
   E-Mail Address johnm@wwengineers.com
   Telephone Number (480) 712-0145

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

   Name John Matta
   Title Managing Member
   E-Mail Address johnm@wwengineers.com
   Telephone Number (480) 712-0145

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

   Name Mohsen Karbakhsh
   Title Senior Project Manager
   E-Mail Address mohsenk@wwengineers.com
   Telephone Number (505) 932-8480

5. Use of Sub-Consultants (Select one)

   X No Sub-Consultants will be used in the performance of any resultant contract OR

____ The following Sub-Consultants will be used in the performance of any resultant contract:

Subconsultants will be utilized on an as-needed basis upon approval of the Village.

(Attach extra sheets, as needed)

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

Not Applicable

(Attach extra sheets, as needed)

7. _X_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
   _X_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
   _X_ I acknowledge receipt of any and all amendments to this RFP.

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

10.13.2025 — Date

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TAB B - TABLE OF CONTENTS

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TAB C – PROPOSAL SUMMARY

TAB C – PROPOSAL SUMMARY

Water Works Engineers (Water Works) is a focused water and wastewater consulting firm, with over 20 years of experience, nine offices, and one satellite office throughout the western United States. We have built a reputation for providing high-quality consulting services within the water and wastewater industry, using dedication, depth and breadth of our western experience, and through availability via a local approach. We have been serving the water and wastewater industry in New Mexico since 2011, and after establishing our Albuquerque office in 2023, we began working with the Village the following year. We are prepared to continue delivering high-quality work to clients like the Village of Ruidoso. In this proposal we have summarized what differentiate us from other firms, and how these differences allow us to provide the Village with innovative, cost effective, timely, and local based Professional Engineering Services focused on water and wastewater.

WATERWORKS ENGINEERS

https://www.waterworksengineers.com

CORPORATE OFFICE:	**ALBUQUERQUE OFFICE:**
7500 North Dobson Road, Suite 200 Scottsdale, Arizona 85256 (480) 661-1742	8650 Alameda Blvd NE, Suite 102E Albuquerque, New Mexico 87122 (505) 210-9546

TAB D - RESPONSE TO CONTRACT TERMS AND CONDITIONS

TAB D - RESPONSE TO CONTRACT TERMS AND CONDITIONS

Water Works Engineers confirms that we are willing and able to execute the Village's standard Professional Services Agreement with the following changes requested.

We respectfully request discussion of the following provisions in Draft-Professional Services Agreement:

25. Request reciprocal indemnification as follows: "The Consultant 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 negligent performance by Consultant under ~~of~~ this Agreement…"

TAB E - OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

TAB E - OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Water Works Engineers has no additional Contract Terms and Conditions.

TAB F - RESPONSE TO SPECIFICATIONS

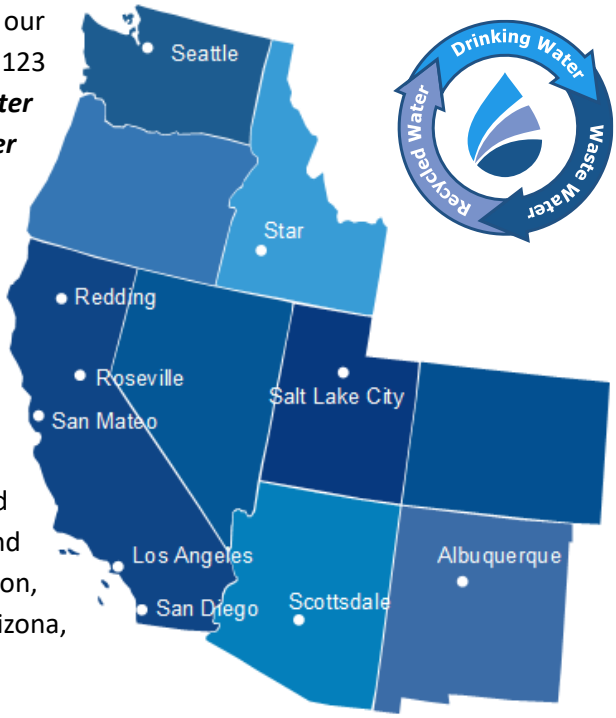
TAB F - RESPONSE TO SPECIFICATIONS

CORPORATE EXPERIENCE AND CAPABILITIES

Water Works Engineers (Water Works) was formed in 2005 by engineers who believed that water and wastewater engineering and consulting could be done a better way by combining the best attributes of large and small firms: *the* ***technical expertise of a large firm and efficiency and personal attention of a small one***. Our vision was the formation and growth of a new kind of engineering firm, *a firm built on providing exceptional client service from highly experienced engineers in a "hands-on" highly interactive and enjoyable environment.*

To accomplish our vision, Water Works Engineers provides high-level staffing on every project with a *leaner overall firm structure* that is focused on delivering high quality work for client-specific needs. ***We focus solely on collection, conveyance, water/wastewater treatment, water, and recycled water systems infrastructure***. This focus makes us efficient, keeps us up to date, and allows us to provide the highest level of service. Our focus and work approach allow us to provide high quality planning and design products. ***We take great pride in the fact that we don't just create documents, we facilitate projects***.

This focus and approach have fueled a consistent increase in our clients and projects, with 9 offices, 1 satellite office and 123 employees. ***By focusing exclusively on water and wastewater engineering, Water Works provides focused expertise rather than the broad umbrella approach of many civil engineering firms***. It is with these core values in mind that we assembled our team for this project.



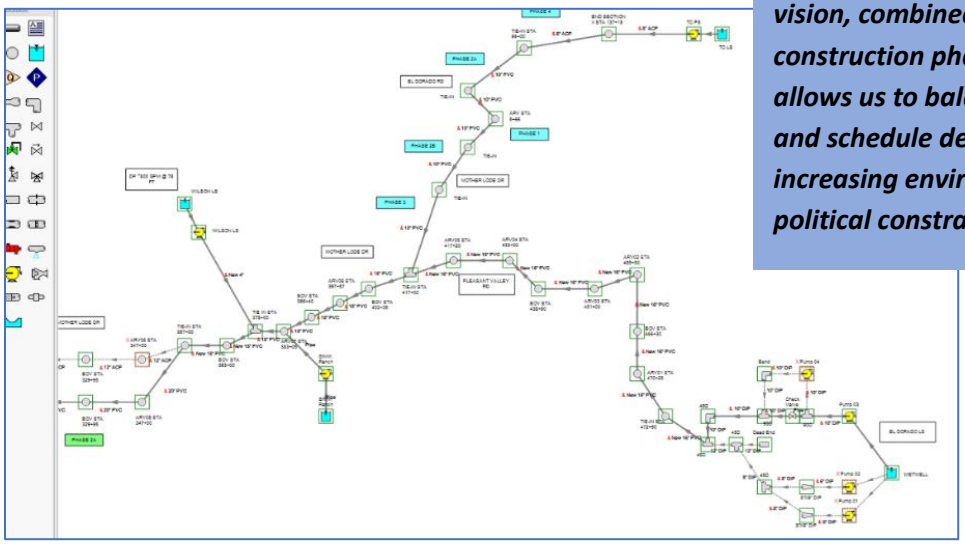
Based on our experiences, we strongly believe that people execute projects, not firms. For that reason, the Water Works team is committing high quality, senior staff with in-depth experience directly relevant to the Village of Ruidoso's Improvement Projects. The Project team are experienced professionals who have been directly involved in the design and successful implementation of collection, distribution, conveyance, and treatment system projects across Arizona, California, Utah, and New Mexico.

The Village's projects will be managed by Mohsen Karbakhsh, who lives and works locally in our New Mexico office and is available for in-person meetings, field visits, and inspections as needed.

COLLECTION AND DISTRIBUTION SYSTEM PLANNING AND DESIGN

Water Works Engineers understands that the infrastructure outside the treatment plant (water distribution and wastewater collection systems) is often our communities' single largest investment. We pride ourselves on delivering innovative and quality work products in all phases of a project, on schedule and within budget. We have extensive experience in gravity and pressurized pipelines; booster pumps and lifts stations; steel and concrete storage tanks; metering and pressure reducing facilities; water quality monitoring stations; and manholes and junction structures. Our experience includes 90-inch transmission and interceptor pipeline design all the way down to small backyard residential lateral and mainline replacements. We have expertise with vertical turbine wet/dry well solids-handling self-cleaning sewage pumps stations, as well as smaller "duplex" and "air-pot" package stations. Water Works has experience in designing 15-MGD booster pumps stations with 5-MG pre-stressed concrete storage tanks and complex water age mitigation controls to replacing aging 40,000-gallon redwood water tanks serving 70 customers.

In addition, Water Works Engineers has completed water distribution computer models for large cities and 50 connection developments. These models have supported regional water supply planning efforts and simple utility connections. Our engineers have utilized multiple water and wastewater hydraulic modeling platforms (Sewer/WaterCAD, Water/SewerGEMS, InfoWater/ Sewer, H2ONet, InfoWorks ICM, AFT Fathom, etc.) to complete extended period simulation computer models to analyze and identify current and future pipeline capacity upgrades, as well as develop mitigation for water quality concerns. Our planning and design efforts often facilitated the extension of utility service to communities previously not served; extended the life of existing infrastructure through rehabilitation/repair; or provided new facilities to replace aging infrastructure.



Our creativity and "big picture" vision, combined with our "hands on" construction phase experience, allows us to balance project budgets and schedule demands with the ever increasing environmental and political constraints.

GROUNDWATER TREATMENT

Water Works Engineers' highly skilled and qualified professionals have been involved in over 200 groundwater contaminant treatment projects. Since the beginning of the firm, groundwater treatment has been one of our core competencies. Our staff have conceptualized, designed, and overseen construction, start-up, and operational optimization for dozens of cost-effective groundwater treatment facilities across the West. We understand the complexities of groundwater treatment for both organic and inorganic contaminants as well as the implications of various treatment approaches on waste disposal, general water quality, corrosion control, and disinfection byproduct formation in distribution systems. Our considerable knowledge and experience in the study and treatment of challenging groundwater supplies with complex water quality issues has allowed us to pride ourselves on our ability to design and implement cost effective treatment systems that treat/remove multiple co-occurring groundwater contaminants while minimizing maintenance costs and operational "headaches".

SURFACE WATER TREATMENT

We have engineered water systems for surface water systems throughout the western United States, including New Mexico, Arizona, and California. We have a wide array of experience when it comes to the following challenges associated with surface water treatment:

- Department of Public Health permitting assistance
- Treatment of eutrophic sources with prolific algal blooms and associated challenges
- Treatment of high turbidity sources impacted by colloidal clays.
- Chemical pretreatment selection and optimization
- Filtration performance assessment and optimization
- Disinfection byproduct formation minimization
- Taste and Odor Control
- UV Disinfection
- Recycling of residuals dewatering water

"The summer of 2009 was our first summer using our upgraded treatment system at the Lucerne WTP. As always there were several major algal blooms, and we were able to work through them using our upgraded facility. Even in the winter here we can see our raw water turbidity bounce from 4 to 25 NTU overnight. Having the upgrades to the treatment plant has allowed me to keep the plant running smoothly, even though major water quality events in Clear Lake."

Clay Suskin
Chief Operator, Lucerne WTP

Our team pulls from experiences on these projects to develop the most effective treatment process for your systems.

WATER AND WASTEWATER TREATMENT PROCESS DESIGN

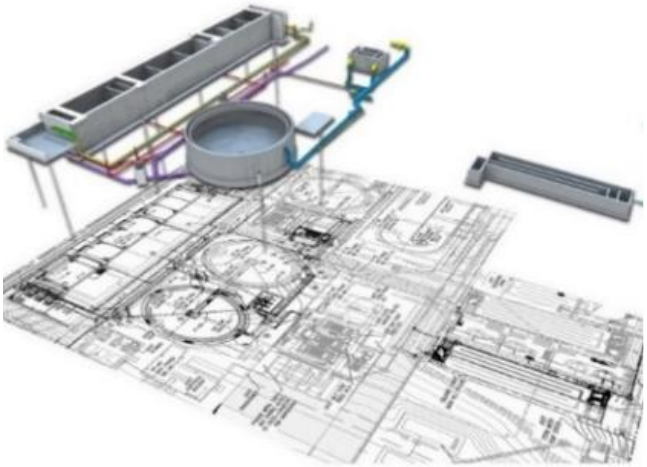
Water Works Engineers has designed several water and wastewater treatment plants that are successfully operating. We are experienced and adept in all facets of water and wastewater treatment process design, including:

- Identification of the most appropriate and cost-effective treatment process for the client's needs
- Selection of treatment processes, technologies, and equipment
- Optimal sizing of the treatment system's components
- Specification, layout and optimization of the equipment, piping, valving, and instrumentation
- Coordination of mechanical design with process & instrumentation diagrams and electrical requirements
- Development of treatment process control narratives, control loop descriptions and operating guidelines

Water Works selects and designs treatment processes that reliably meet or exceed treatment goals and are easily operated by treatment plant staff while minimizing capital and O&M costs.

PREPARATION OF PLANS AND SPECIFICATIONS

The preparation of high-quality contract documents for municipal projects not only requires a thorough understanding of the construction, phasing, and operational implications of various design choices, but also requires the patience to work through the many small details that lead to a high-quality project. Water Works Engineers offers competent engineers who ask the hard questions and sweat the details to make sure that the Client is provided with a high-quality project. ***Water Works Engineers takes great pride in our knowledge of technical design details and specifications, as well as our comprehensive work library, when it comes to municipal water and wastewater systems.*** With these two, we can ensure our products exceed client's expecations with respect to quality, time, and effectiveness.



3-DIMENSIONAL CADD MODELING, REVIT, AND BIM 360

We have capabilities to perform detailed design using 3-dimensional CADD tool and combine those with Revit/BIM 4D building information modeling application capable with tools to plan and track various stages in the building's lifecycle, from concept to construction and later maintenance and/or demolition. This is our standard practice and leads to better coordination, integrated cross-checking, and clearer contract documents. The 3-dimensional CADD Model also functions as an invaluable communications tool, allowing better and more thorough visualization of the finished product at every stage of design, bidding, and construction. Production of 3-dimensional PDF files allow project team members anywhere in the world to view the CADD model and review a 3-dimensional image of the facility during any stage of the design process.

The 3-dimensional CADD models provide a clear understanding of facility geometry, access and clearance issues, and overall system functionality, help bidding contractors quickly understand the project, expedite the bidding process, and help on site construction and inspection personnel quickly familiarize themselves with the facility.

MECHANICAL DESIGN

Water Works Engineers provides detailed analysis and design for a wide range of mechanical systems. We use hydraulic analysis tools that we have developed to create mechanical systems that perform well. From pump stations that can accommodate a range of changing hydraulic conditions utilizing a wide range of pump technologies to mixing systems that provide complete mixing of tanks to chemical feed systems that are reliable and safe to air distribution systems that function over a wide range of temperatures and air flows, Water Works Engineers designs mechanical systems that work well, are durable, and easy to operate and maintain.

CONSTRUCTION SUPPORT

Water Works has extensive experience in construction inspection, contract administration, office services during construction (review of Contractor submittals, Requests for Information, Requests for Change, etc.), final inspection and punch-list, and record drawing production. We offer these services either in a traditional Design, Bid, Build environment, or in conjunction with alternative delivery methods. Our experience in collaborating with contractors, operations and maintenance staff, and owners helps us manage construction documents and correspondence in an effective way, while providing professional review and recommendations when reviewing material and installation submittals.

FACILITY STARTUP AND OPERATIONAL SUPPORT

The goal of any project is the creation of a fully functional, properly operating facility. Taking the leap from construction to long-term operation of a facility requires an understanding of the treatment process, mechanical systems, instrumentation and controls, SCADA, compliance, and how operations staff do their job. Water Works Engineers has experience in the start-up and operational support for water and wastewater facilities of all kinds. We provide start-up planning, operator training, process start-up support, loop-tuning support, regulatory compliance testing and reporting, and troubleshooting of existing processes. We get our hands dirty and work by your side to get new systems operating properly, or make existing systems work better, keep projects on-schedule, on-budget, and high quality. Our services range from pressure testing, disinfection, to startup and producing O&M manuals for large treatment facilities.

PIPE REHABILITATION/REPLACEMENT AND TRENCHLESS CONSTRUCTION

Our team specializes in water and wastewater infrastructure condition and capacity assessment; rehabilitation and replacement recommendations; capital improvement project planning and prioritization; and the rate studies and financial planning to support these programs. Our assessment projects include CCTV, manhole and lift station inspections; energy audits; flow monitoring; smoke and dye testing; C-factor testing; hydrostatic and ultrasonic leak detection; fire hydrant flow testing; and water quality sampling and flushing. Our team has significant experience performing these studies, interpreting the results, and designing rehabilitation/replacement plans to address identified system deficiencies before they become emergency projects.

Our use of performance-based specifications allows us to competitively bid traditional versus trenchless construction methods against one another, often resulting in cost savings to our clients. Through our field experience, we know that the key to a successful trenchless construction project is the geotechnical investigation. Water Works has worked with our geotechnical firms to develop an approach that ensures we have the subsurface information to select the appropriate construction method and specify mitigation measures to ensure success. Our trenchless project experience includes horizontal directional drilling, auger bore and jack, micro-tunneling, pipe-bursting, pipe-reaming and -ramming, Cured-in-Place Pipe (CIPP), Spiral Wound Pipe Liner (SWPL), sliplining, and spray applied coatings, as well as structural rehabilitation of wet wells, manholes, and other structures. We have valuable past project experience to draw on for any project assigned to us.

A crucial part of Water Works Engineers rehabilitation and replacement toolbox is our comprehensive understanding and implementation of trenchless constructions methods.

ALTERNATIVE PROJECT DELIVERY

Water Works Engineers has extensive experience in alternative project delivery, which is now 20% of our business. While these delivery systems (design-build, CM at risk, job order contracting, etc.) are becoming far more common in the delivery of water and wastewater conveyance and treatment projects, the breadth of our experience successfully delivering these projects sets us apart. We have successfully

executed projects ranging from $0.5M to over $400M in project value using alternative project delivery methods.

Water Works partners with contractors throughout the West on alternative project delivery projects. Teaming with a contractor best suited for the size, type, and location of each project makes us most responsive to project needs and competitive on pricing and delivery times. Often, contractors have extensive knowledge about project site conditions, permitting agencies and processes, subcontractors, etc. that make being flexible in construction partnerships a key to providing the best final product for the facility owner. Because we are solely focused on being an engineering and design firm, we can provide engineering services to a variety of contractors cooperatively, allowing selection of a contractor who best suits the owner's needs for each project.

COLLECTION SYSTEM MANAGEMENT, OPERATIONS, AND MAINTENANCE ASSISTANCE

Water Works offers proven experience in asset management; operation and maintenance program development; water quality assessment, and regulatory compliance. Some of our expertise in this area includes:

- Facility Operation and Maintenance (O&M) Manuals
- Sewer System Management Plans (SSMP)
- Lift Station and Manhole Inspections
- Closed Circuit Television Inspection (CCTV)
- Standardized Defect Coding (PACP, MACP, LACP)
- Construction Methodology Analysis
- Life-Cycle Cost Analysis / Business Case Review
- Environmental Permitting/Compliance
- Standardized Specifications
- Water and Sewer Ordinances
- System Mapping/GIS Data Integration
- Computerized Maintenance Management Systems (CMMS)
- Field Data Information Management
- Odor / Corrosion Control Programs
- Biosolids and power generation
- Predictive Asset Failure Modeling
- Sewer Hydraulics and Modeling
- Flow Monitoring
- Infiltration and Inflow Assessment
- Smoke and Dye Testing
- C-Factor Testing
- Hydrostatic / Ultrasonic Leak Detection
- Hydrant Flow Testing
- Water Quality / Flushing Programs
- Overflow & Emergency Response Plans
- Standardized O&M Procedures (SOPs)
- Fats, Oils & Grease Control Programs
- Public Outreach / Notification Programs

REGULATORY, PERMITTING, AND FUNDING ASSISTANCE

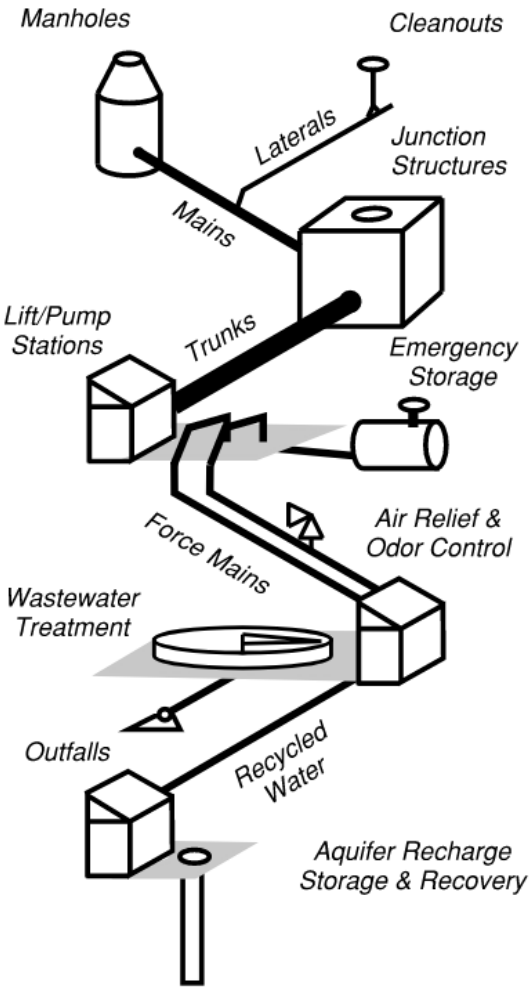
Water Works team has a wide range of experience working with state or federal agencies through the western United States and recognizes that for many water and wastewater capital projects the first step may involve financial assistance and applications of the funding program. In addition, our team attends applicable regional, state, and federal trainings to learn about the latest requirements with respect to funding and grant programs, including New Mexico Finance Authority (NMFA), New Mexico Environment Department (NMED) Clean Water State Revolving Fund (CWSR), or Community Development Block Grant (CDBG) Program. With our full depth and breadth understanding of the Western water needs, we can quickly adapt and create a professional collaboration team with any appropriate agency that the Village may need assistance with. With respect to permitting, our team has a successful history and relationship

with local, state, and federal agencies over the years, including the New Mexico Department of Transportation (NMDOT), NMED, United States Department of Agriculture (USDA), and U.S. Environmental Protection Agency (US EPA). We can quickly use our established connections, along with our technical understanding of the problems, to help fast track any regulatory, permitting, or funding assistance the Village may need.

SPECIALIZED DESIGN AND TECHNICAL COMPETENCE

OVERALL QUALIFICATIONS

Water Works Engineers has extensive experience with every component of the municipal assets. From lining sewer laterals to new trunks, lift stations to treatment plants, we have designed and constructed all of it.



Our staff specializes in water and wastewater infrastructure condition and capacity assessment; rehabilitation, and replacement recommendations; capital improvement project planning and prioritization; and the rate studies and financial planning to support these programs. Our team has significant experience performing condition assessments, interpreting the results, and designing rehabilitation/replacement plans to address identified system deficiencies before they become emergency projects.

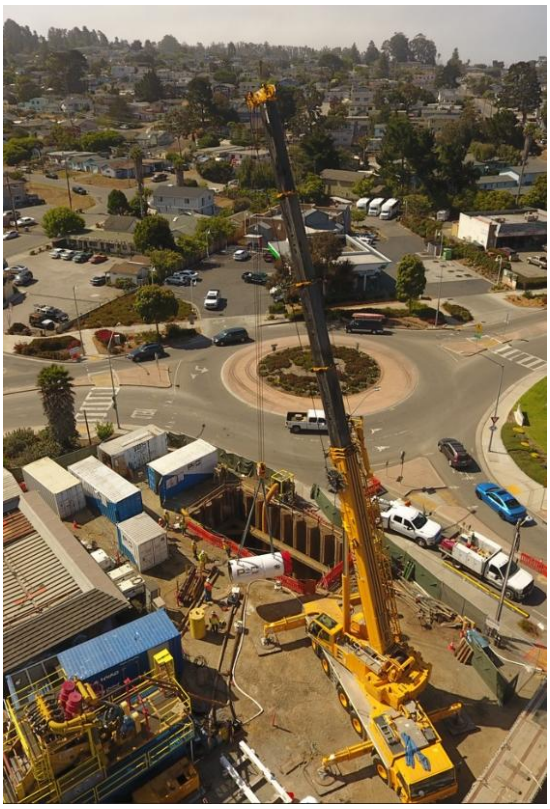
With our expertise and understanding of the entire system, we can anticipate the seemingly little details upstream or downstream of the "project limits" which can turn into vexing operational challenges or draw the public's attention. Take for example a severe H2S odor and backpressure issue that was impacting local homes and park users. One of our clients was close to installing a multi-million dollar forced air odor control facility, but we were able to eliminate the need for this facility by recommending lower wet-well set points in a downstream pump station to reduce surcharging that caused the poor ventilation and low scour velocities.

MATERIAL INNOVATIONS

Water Works is always finding new and innovative ways to tackle project constraints and the first tool is often material selection. There is a myriad of new and enhanced manhole products, for instance, and all our clients face numerous calls for product demo installations and new technology adoptions. At Water

Works, we have the experience of installing these products and have learned the lessons and know how to guide our clients on how to adopt them effectively or avoid them if they are not a good fit.

Take for example corrosion proof polymer mortar. The reduced wall thickness and weight of polymer mortar manholes make it so that without external ballast, the manholes can float and break away if the installation is flooded during a storm prior to backfilling. This risk can be mitigated with comprehensive and effective product specifications and key notes. In a similar example, the industry is very familiar with flexible-plastic lined wastewater structures. It is not well known, however, that PVC or HDPE liners are not rated for infiltration (new standards require weepholes) and that the infiltration resistance of manholes are in the joints, and not in the liner. This can be mitigated, by requiring that the manhole or wastewater structure be tested prior to the fusion of the liners, and leaving the joints exposed to groundwater backpressure before they are hidden from view by the liner.



1x 60" casing via micro-tunnel & 5x HDPE carrier pipelines across roundabout, Morro Bay, CA

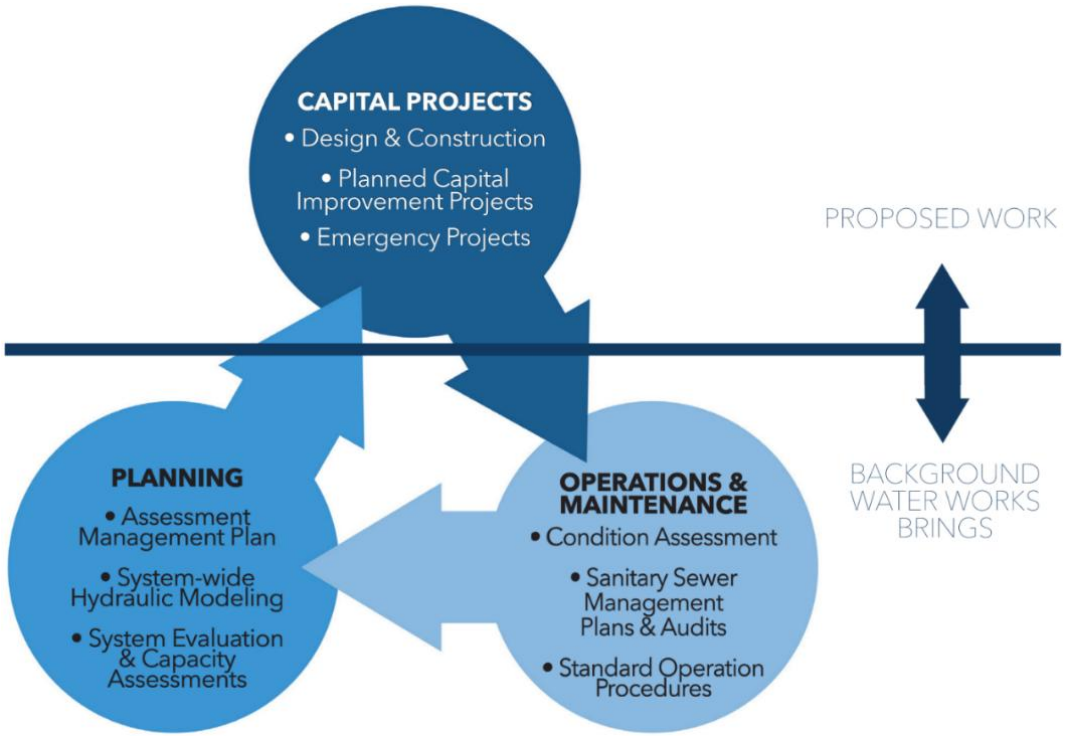
TRENCHLESS INNOVATIONS

As previously mentioned, a crucial part of Water Works Engineers' rehabilitation and replacement toolbox is our comprehensive understanding and implementation of trenchless construction methods. Our use of performance-based specifications allows us to competitively bid traditional versus trenchless construction methods against one another, often resulting in cost savings to our clients. Through our field experience, we know that the key to a successful trenchless construction project is the geotechnical investigation. With our experience with various subsurface conditions and available trenchless methodologies, we can effectively identify the appropriate construction method and material for specific needs of any projects.

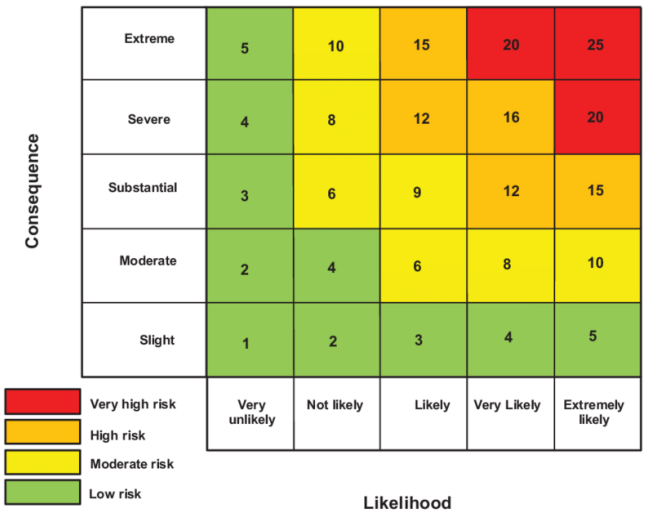
PROJECT PLANNING AND CAPITAL IMPROVEMENT PROJECTS

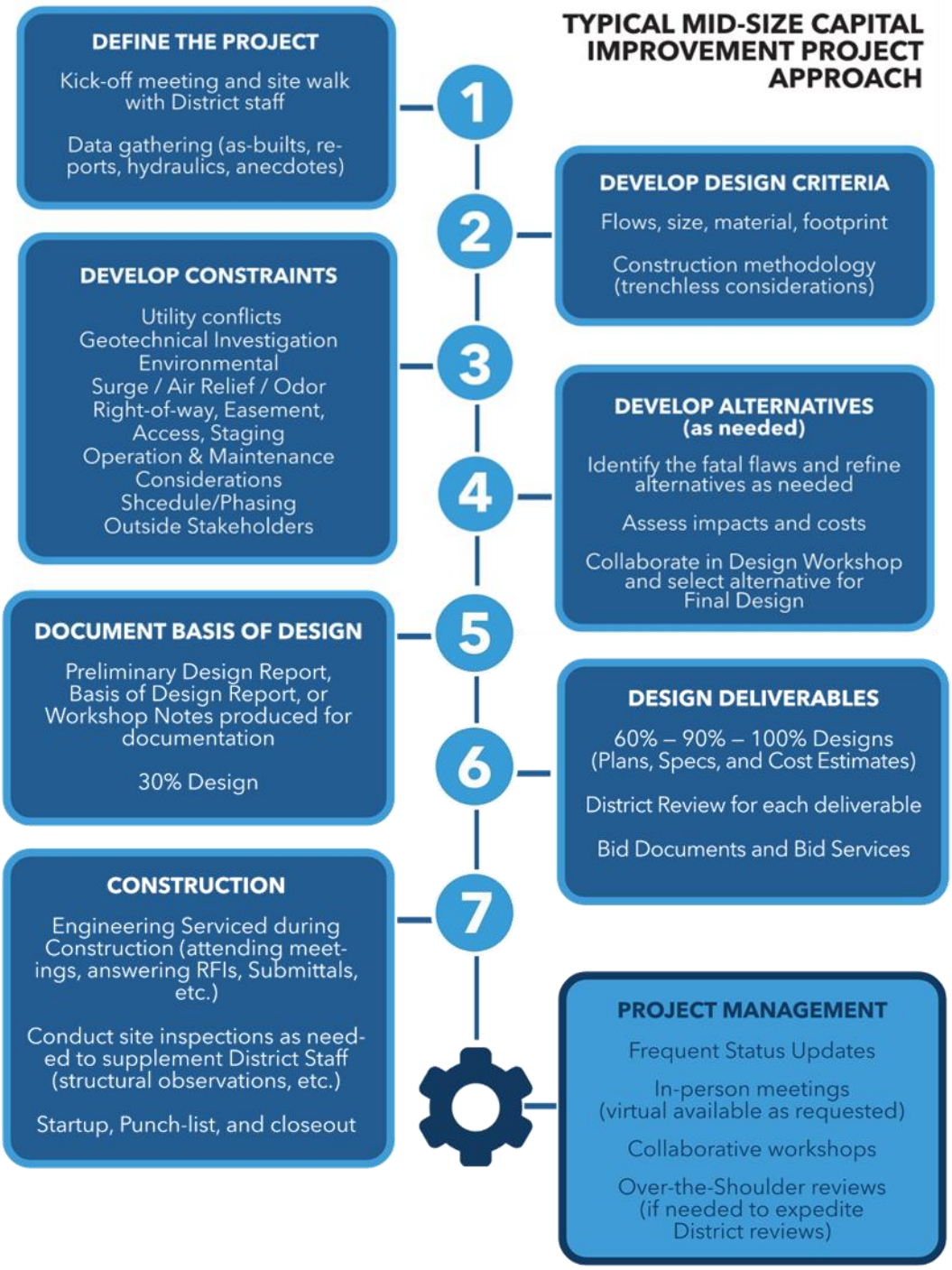
Planning phase starts with understanding of the existing structure. Water Works will meet with the Village staff to understand the ultimate goals for improving existing infrastructure. Water Works can efficiently create preliminary studies, maps, and calculations to support the Village's upcoming needs. With our full depth and breadth of understanding of water and wastewater subject matter we can address nay needs and goals the Village may have.

Our successful implementation of Capital Improvement Projects (CIPs) is also informed by understanding the work that went into developing the projects. We have developed and updated master plans, ran condition assessments, reviewed CCTV, and developed asset management programs. We have also developed numerous collection system and distribution system hydraulic models and master plans.



Our understanding of the entire procurement process allows us to ensure that we properly understand how to optimize and apply each CIP with the right input from capital, planning, and O&M staff. Our approach is always tailored to fit the nuances of the project but is centered upon active communication and collaboration with the Village. We do not silo our engineering process, and it is important for us that the Village is engaged as decision makers and the individuals who understand their system the best. A typical Water Works approach to a Capital Improvement Project is displayed in the following figure.





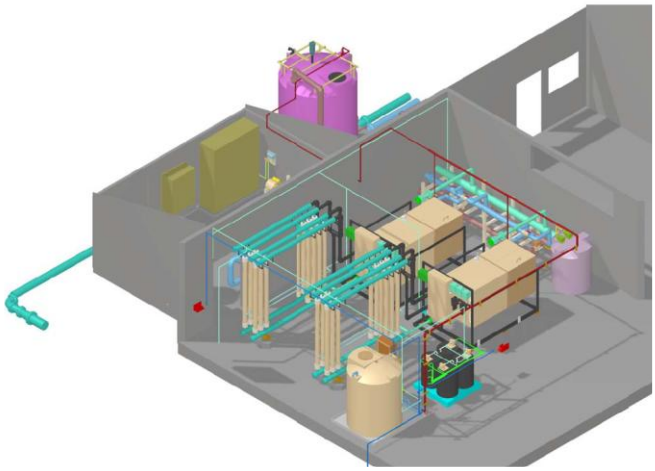
INNOVATIVE DESIGN AND CONTRACT DOCUMENTS

Water Works selects and designs treatment processes that reliably meet or exceed treatment goals and are easily operated by treatment plant staff while minimizing capital and O&M costs. During the design process, We work interactively with facility operations staff, because ***we know that a project is not successful unless the operations staff buys into the overall design, equipment selection, and operational characteristics of the project.***

Water Works performs detailed design using 3-dimensional CADD tools. This is our standard practice and provides a clearer understanding of facility geometry, access and clearance issues, and overall system functionality. This helps bidding contractors quickly understand the project, expedite the bidding process, and allows on-site construction and inspection personnel to quickly familiarize themselves with the facility. We also have the capability to perform 3D scanning to maximize the efficiency of performing engineering design work on existing facilities. When working on existing facilities that are complex with respect to existing piping, valving, electrical conduits, and equipment, 3D scanning can be employed to quickly develop a dimensionally accurate model, rather than developing design drawings based on potentially incomplete and inaccurate "as-built" drawings.

Our staff also specialize in pipeline trenchless construction design including horizontal directional drilling; auger bore and jack; micro-tunneling; pipe-bursting and reaming; slip-lining; CIPP, SWPL, and spray applied coatings; as well as concrete and steel structural rehabilitation. Understanding the nuances of trenchless construction, like how geotechnical conditions and existing utility coordination can impact certain methodologies, ensures we can identify the best methodology for the specific conditions.

Water Works prides itself on doing all the little things that make a project successful, such as making sure project specifications are truly customized and applicable to each project, particularly small projects, to ensure that unreasonable requirements applicable to large projects are not included that could negatively affect bid prices. We also know how important interdisciplinary coordination is between civil, mechanical, electrical, and structural, and that poor coordination is the result of most project issues. We work very hard to ensure our project team is constantly working together to create seamless design documents.



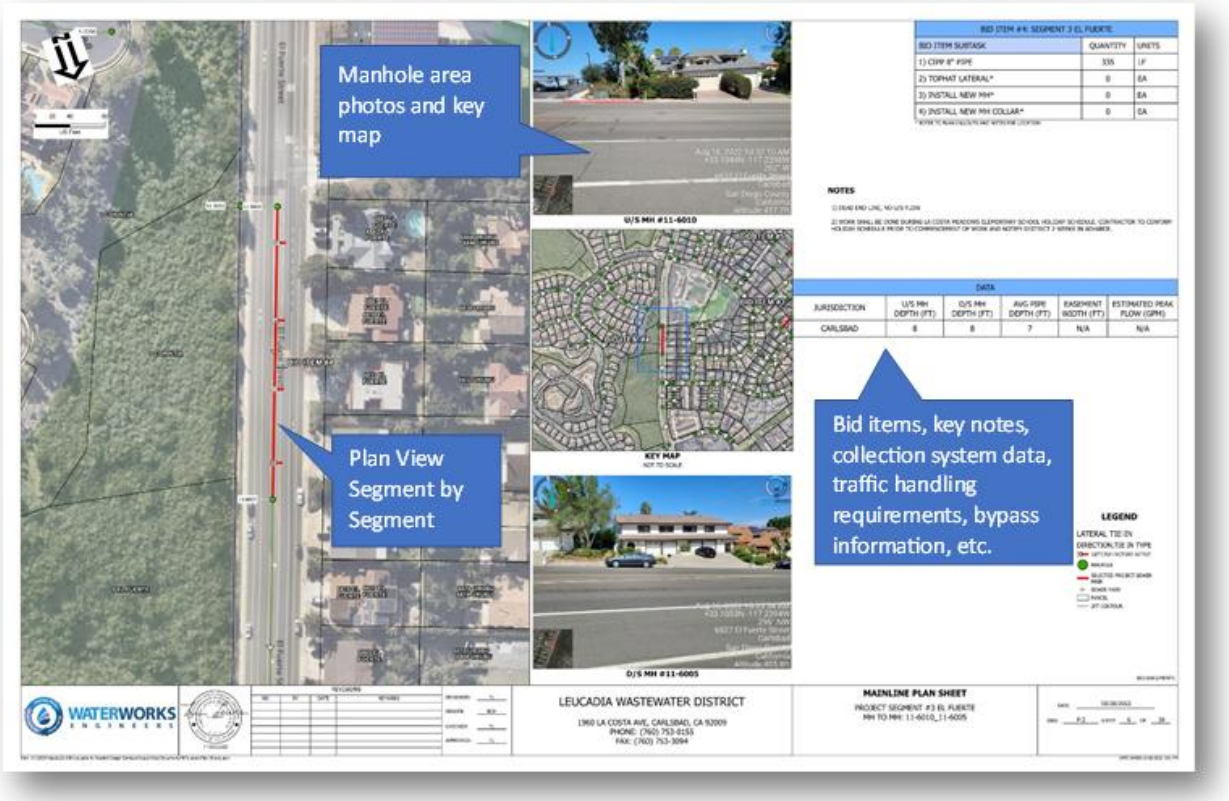
Our team will make sure to understand the Village's available budget for each on-call project from the start as part of the project scope and fee development and begin tailoring the design to that budget on day one. Water Works' practice is to develop a preliminary project cost estimate as early as possible in the project and continue to develop and improve the cost estimate as the project moves along, always keeping the budgetary goal of the project within sight, so that there are no funding availability surprises between 30% and 100% design.

Water Works has successfully developed and deployed GIS-based plan-view only design sets on minor repair, CIPP, SWPL, and other rehabilitation projects. When compared to traditional CADD-based design deliverables that require costly topographical surveys, we have been able to speed up design timelines and provide engineering production savings to our clients. GIS based plan set production takes advantage of existing data and are colorful, informative, and more intuitive to understand for the Public, Regulators, and Contractors. The plans take advantage of:

- Existing GIS data of City owned sewer assets.
- A wealth of existing public data (highly accurate LiDAR elevation, high-definition Ortho-imagery, parcel, and right-of-way information, etc.)

- Field photographs

Water Works leverages the recently enhanced software capabilities in the ArcGIS Pro program that allow for rapid production of plan sheets, which in the case of CIPP design tend to be repetitive and do not need significant effort to set up. An example plan sheet for a recent CIPP rehabilitation construction is displayed herein.

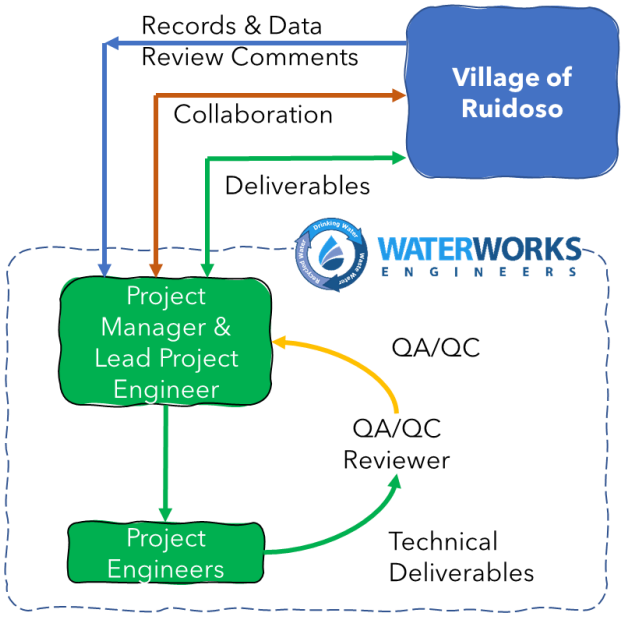


PROJECT MANAGEMENT AND QA/QC

At Water Works, we believe and insist that our Project Managers (PM) have an in-depth involvement and contribute towards the technical execution of projects they manage. They are not only aware and responsible for project management tasks and functions but *are involved and integrated into the design decision making process at all levels with all disciplines.* This significantly differentiates us from other firms.

Continuous Quality Control and Technical Review are key tools in Water Work's project management philosophy. Quality, budget, and schedule performance are all optimized when technical issues are identified and resolved as early as possible in the project delivery process. A cornerstone of our Quality Control philosophy, and our work philosophy in general at Water Works is that senior staff are integrally involved with the development of all deliverables, and that junior level staff are not left to produce a majority of the work without hands-on involvement and mentoring from our highly experienced staff. Junior level staff perform tasks that are appropriate for their level of experience which helps improve the cost efficiency of our work, but are not thrown in "over their heads", which is a common root cause of projects that go "off the tracks".

All technical work products are reviewed with the Quality Assurance/Quality Control (QA/QC) Reviewer in an internal workshop setting prior to finalizing Project Deliverables. The QA/QC Reviewer for this project will be involved on a daily basis, to "check in" on the work and ensure that key client concerns and over-arching project requirements are addressed throughout the project execution. At each deliverable Water Works will provide a statement certifying that the deliverables were reviewed through our QA/QC program prior to submittal. Water Works will also provide background documentation, calculations, model files, etc. A quality work deliverable is one that meets our contractual requirements with the Village and is prepared in accordance with accepted standards of professional practice. It is the responsibility of Water Works to plan and execute work so that quality deliverables are produced to meet those requirements. The QA/QC program is summarized here.



CLAIMS AVOIDANCE IS OUR GOAL WITH ANY CONSTRUCTION PROJECT

With a situation that might develop into a change or a claim, Water Works' first step is to evaluate it honestly, considering the Contract Documents and the norms of the industry, and determine whether it is, in fact, a change. Often, this step shows that what appears to be a change is not. Then, often, explaining this evaluation to the Contractor, with candor and understanding, is sufficient to avoid a change or a claim. Even on the best planned and best designed project, there can be legitimate claims. If a potential change is identified, Water Works collaborates with all team members to examine the issue technically, to determine the most economical course of action that will meet the project goals. This cooperation maintains the focus on the good of the project and encourages all team members to understand the perspectives and needs of the others. Finally, it tends to produce a better outcome for that issue.

BIDDING AND ENGINEERING SERVICES DURING CONSTRUCTION

Construction project management entails managing a number of disparate organizations; with differing experiences, perspectives, and sometimes competing motivations, to accomplish a difficult objective. ***Our extensive construction experience allows us to set a tone of competent professionalism.***

We have used Timberline, e-builder, Procore, and our own spreadsheet-based document management systems for tracking RFIs, Submittals and Change Orders. We have shared these work products with Clients and Contractors using everything from hard copies to email, dedicated ftp sites, or a more cloud-based approach to document sharing using Google Docs. We will customize the project tracking system to the needs of the Village and the contractor for each project. We also pride ourselves on always prioritizing construction related work first. We strive to begin submittal reviews the day they are received and do not take the maximum review time so as to keep the project scheduling moving.

CAPACITY AND CAPABILITY OF OFFEROR TO PERFORM WORK

Water Works understands what it means to provide as-needed engineering services to supplement the Village's resources within the time frame. We have been providing these quality services for many municipal utility districts and agencies throughout the western United States for the past 20 years.

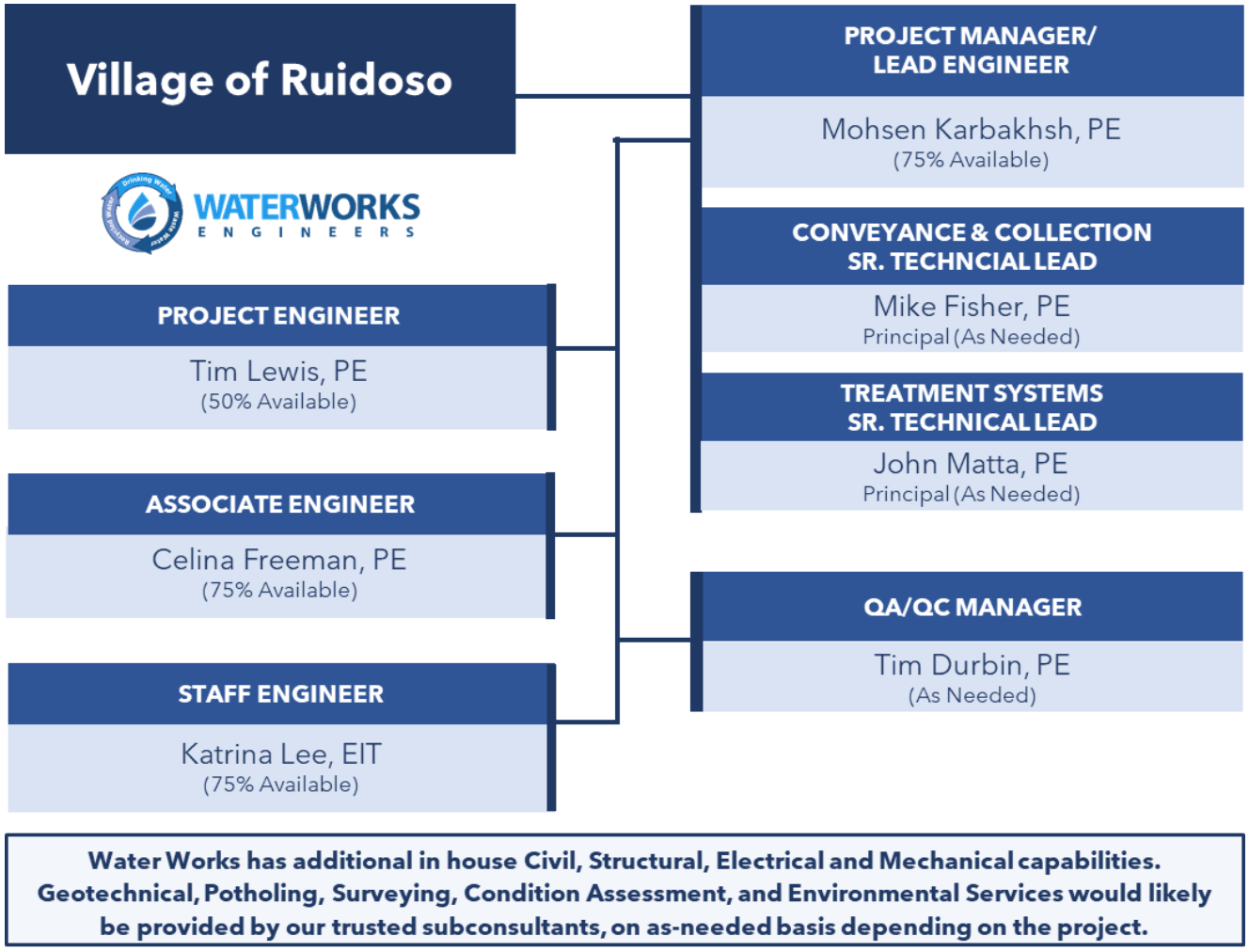
The Village needs a consultant who will work to develop a scope of services that provides the most cost- and time-effective way to analyze, design, construct, and operate its facilities. We develop and cultivate a strong working relationship with the staff that manage, operate, and maintain the facilities we work on. This sets Water Works apart as the firm that can immediately integrate itself into any project. By being ***immediately available*** to meet with the Village and develop a detailed understanding of the needs and constraints of the task, we can ***identify critical path work*** and make sure we are out in front of those issues.

Water Works has built its reputation on delivering high quality projects with budgets in the $100K-and-under range. Typical projects may include master planning, rehabilitation of gravity mains by CIPP, SWPL, or sliplining, water main replacements/rehabilitation, plant upgrades, flow meter installs, pump station retrofits, emergency storage installations, or backup generator studies. We know how to work well within the constraints of existing infrastructure in urban settings, and fully understand the importance of proactive maintenance and iterative improvements with the pay-as-you-go model. With our focused water/wastewater background, we can provide specialized services in a more timely manner that can meet client's specific needs.

Water Works has been performing on-call contracts since our inception in 2005 throughout the Southwestern United States. ***We are intimately familiar with Water/Wastewater planning, mapping, design, bidding and negotiations, construction support, environmental documentation, and funding applications necessary***. Our firm can dedicate the time required and the experience to provide the Village of Ruidoso with an effective team well-versed. Our project staff is shown in the organization chart below with our availability that can be dedicated to this project. Our New Mexico branch is staffed with committed local engineers who are mentored and supported by our senior managers to providing high quality services.

TEAM

The core of the project team, and most critical to any project's success, is the Project Manager. In this instance, Mohsen Karbakhsh, PhD, PE, will serve as Project Manager and Lead Project Engineer. Tim Lewis, PE, will serve as Project Engineer, Celina Freeman, PE, as our Associate Engineer, and Katrina Lee, EIT, as our Staff engineer. Our team will be supported by Mike Fisher, PE, as Sr. Technical Lead for collection and conveyance systems (and Principal-in-Charge (PIC), as well as John Matta, PE, as our Sr. Technical Lead in treatment systems, also as PIC. Tim Durbin, PE, will serve as our QA/QC manager as needed. The core design team at Water Works is shown in the organizational chart below.



Water Works has additional in house Civil, Structural, Electrical and Mechanical capabilities. Geotechnical, Potholing, Surveying, Condition Assessment, and Environmental Services would likely be provided by our trusted subconsultants, on as-needed basis depending on the project.

KEY PERSONNEL

Mohsen Karbakhsh, Ph.D., P.E. (NM &CA)
Lead Project Engineer/Project Manager
mohsenk@wwengineers.com
(505) 932-8480

Current Projects:
- **Village of Ruidoso – On-Call Engineering Services**
- **ABCWUA – On-Call Engineering Services**
- **New Mexico Water – On-Call Engineering Services**
- **City of Deming – On-Call Engineering Services**

Mohsen is a civil/environmental professional engineer who lives and works locally from our Albuquerque office. He has over 10 years of experience focused on water and wastewater, ranging from treatment research at the New Mexico State University, to planning, design, bidding, and construction services. His range of experience includes developing Operations and Maintenance (O&M) and Standard Operating Procedure (SOP) manuals, planning studies, hydraulic and process modeling (AFT Fathom, SewerCAD, BioWin, InfoWater, InfoSewer, InfoWorks ICM), Geographic Information System (GIS), sewer condition assessments, rehabilitation/replacement, as well as developing design, bidding, and construction documents. The Village will see a consistent face, who will carry the project and maintain continuous institutional knowledge, from start to finish. Mohsen will collaborate closely with the Village, our internal staff, subconsultants, and regulatory agencies. Mohsen will provide project leadership and direction, also will be responsible for technical execution of much of the work.

Mike Fisher, P.E. (NM, CA, & UT)
Senior Technical Lead in Distribution
mikef@wwengineers.com
(916) 277-9027

Current Projects:
- **New Mexico Water – On -Call Engineering Services**
- **City of Salt Lake, UT – 1800 N Sanitary Sewer Rehabilitat ion Project**
- **City of Roseville, CA – On-Call Engineering Services**

Mike has over 29 years of experience in managing all phases of planning, design, and construction management for new and existing wet utility infrastructure. He has extensive experience in hydraulic analysis and condition/capacity assessments in preparation of rehabilitation and replacement recommendations for wet utility infrastructure. He is experienced in trenchless construction methods and is certified in pipe-bursting and cured-in-place pipe (CIPP) best design and construction practices by the North American Society for Trenchless Technologies (NASTT). Mr. Fisher specializes in management of complex projects requiring coordination of multi-discipline design teams. His "hands-on" approach to design, attention to details, and exceptional communication skills are what make his projects successful.

John Matta, P.E. (NM, AZ, CA, UT)
Senior Technical Lead in Treatment
johnm@wwengineers.com
(480) 712-0145

Current Projects:
- **City of Provo - WRF Bioreactor 3 Upgrades**
- **EPCOR - Russel Ranch WRF Expansion**
- **City of Tolleson - WRF Clarifier 2**
- **City of Goodyear - WRF Expansion**

John has 32 years of experience in civil and environmental engineering projects. He is a specialist in the design and management of water treatment, storage, and distribution projects. He's acted as PIC and has supervised the design, rehabilitation, and construction administration for over 20 water treatment plant and optimization projects, master plans, regulation support, and distribution systems.

Tim Durbin, PE (CA)
Quality Assurance Manager
timd@wwengineers.com
(916) 460-8636

Current Projects:
- **City of Goodyear, AZ – On-Call Engineering Services**

Tim is a civil/environmental engineer with 22 years of experience in the field of water and wastewater treatment and pumping systems. He started his career doing advanced research in wastewater chemistry, with a focus on strategies to minimize the formation of disinfection by-products. He has since applied his knowledge of chemistry and treatment processes to the design of water and wastewater treatment facilities. Mr. Durbin has worked on projects in California and other Western states related to treatment facility design, pumping of water and wastewater, chlorination, energy recovery, and chemical storage and feed system design. He currently serves as Quality Assurance Manager, where he oversees QA/QC procedures and technical reviews for projects across the firm.

Tim Lewis, P.E. (NM, CA, & UT)
Project Engineer
timl@wwengineers.com
(619) 833-6955

Current Projects:
- **City of Oceanside – On-Call Engineering Services**
- **Casitas Municipal Water – Ventura County/Santa Barbara Intertie**
- **Leucadia Wastewater District – On-Call Engineering Services**

Tim is a project engineer with over 11 years of experience in water, wastewater, and recycled water infrastructure projects. He has considerable experience in design work, route studies, and assessments for repair-replacement-or-rehabilitation and new projects for lift station, collection, conveyance, and recycled water systems. Tim L. also has experience with project permitting, construction management, and has worked extensively within graphical information systems (GIS), AutoCAD Civil 3D, and various hydraulic modeling software programs such as Fathom, InfoSewer, InfoWorks ICM, and complex hydraulic design applications such as siphons, inverted sewer siphons, and energy dissipation outlet structures.

Celina Freeman, P.E. (NM)
Associate Engineer
celinef@wwengineers.com
(505) 210-9564

Current Projects:
- **Village of Ruidoso, NM – On-Call Engineering Services**
- **New Mexico Water – On-Call Engineering Services**
- **City of Deming, NM – On-Call Engineering Services**

Celina has over 5 years of experience in civil engineering and structural design of water and wastewater treatment, distribution and collection systems. Prior to joining Water Works, Celina worked with Quiroga Pfeiffer Engineering and Chavez Grieves Consulting Engineers to provide clients with construction documents, cost estimates, and designs for 1) buildings 2) storm drains, 3) box culverts, and 4) retaining walls. Now, Celina, works as an Associate Engineer for Water Works, where she provides, in addition to her services, assistance with designing treatment systems, inspecting and reporting on clients' tank sanitary and safety conditions, and providing inspection and photo documentation of sites.

Katrina Lee, E.I.T.
Staff Engineer
katrinal@wwengineers.com
(505) 210-9546

Current Projects:
- **New Mexico Water – On-Call Engineering Services**
- **Navajo Tribal Utility Authority - Standard Septage Disposal Cell**

Katrina is a civil/environmental engineer with 1 year of experience in the water/wastewater industry. She has a history working with urban water systems, water resources engineering, engineering hydrology, hydraulic systems engineering, water chemistry and quality measurements, water wells and pumps, groundwater contamination, geotechnical engineering, and industrial pollution prevention. Additionally, she is proficient in software such as AutoCAD, VBA, GMS, ArcGIS, HEC-HMS, HEC-RAS, WinTR-55, StormCAD, WaterCAD, and Unity.

SUBCONSULTANTS

Water Works Engineers has a network of trusted subconsultants in New Mexico that can quickly team up with to meet specific needs of future projects, as needed. In addition, Water Works is open to collaborating with the Village's recommended subconsultants.

PAST RECORD OF PERFORMANCE

PROJECT EXPERIENCE

The following is a summary of engineering services and projects performed by the Water Works Team for municipalities that are similar in size and operational activities to the Village of Ruidoso with an emphasis on on-call water and wastewater services. Water Works has been serving New Mexico since 2011, including on-call services to the Village of Ruidoso, Albuquerque Bernalillo County Water Utility Authority (ABCWUA), and the New Mexico Water Service Company (New Mexico Water). The following table identifies representative clients and project with an emphasis on On-Call and As-Needed Engineering Services.

The following table identifies representative clients and projects with an emphasis on On-Call and As Needed Engineering Services. **Client / Project Name**	**Pipelines (collection/conveyance)**	**Pump Stations**	**Pipeline Rehabilitation, Trenchless Construction**	**Treatment**	**Hydraulic Modeling, Condition Assessment, SSMPs, SOPs, Audits**
Village of Ruidoso, On-Call Services, Two Rivers Raw Water Intake and Transmission System	X	X	X		
Albuquerque Bernalillo County Water Utility Authority (ABCWUA), On-Call Services, Corrales Well 2 & 3 Arsenic WTP PER, San Juan Chama Surface WTP Ozone Analyzer, Southside Water Reclamation Plant (SWRP) Ammonium Sulfate Storage and Feed Facility, Southside Water Reclamation Plant (SWRP) Aeration Piping Modifications, SWRP Pump House #3 Primary Sludge Discharge	X	X		X	X
New Mexico Water, On-Call Services, Rio Del Oro Sanitary Sewer Master Plan Update, Rio Del Oro MBR WWTP Compliance, RDO Phase 1 Expansion, Rio Communities Sanitary Sewer Master Plan	X	X	X	X	X
City of Deming, On-Call Services, Wastewater treatment effluent compliance and permitting support				X	
Leucadia Wastewater District, On-Call Services, Gravity Sewer Main CIPP Rehab, Batiquitos PS Emergency Storage Condition Assessment, Rancho Verde Pump Station	X	X	X		
***South Placer Municipal Utility District, On-Call Services**, various tasks, **L**oomis Diversion, Foothills Trunk, SECAP, various	X	X	X		X
City of Folsom, On-Call Services, Old Town W & Wastewater, Lift Station & Meters	X	X	X	X	X
El Dorado Irrigation District, On-Call Services, Sewer Hydraulic Model, Lift Station Upgrade, Pipeline Rehab	X	X	X	X	X
County of San Mateo, On-Call Services, Pipeline, Condition Assessment, Treatment, Pipeline Rehab	X		X	X	X
City of Woodland, On Call Services, Hydraulic Model, Pump Station Retrofit, CIPP Lining	X	X	X		X
City of Shasta Lake, On-Call Services, WWTP Improvements, PS Rehab, Condition Assessment	X	X	X	X	X

The following table identifies representative clients and projects with an emphasis on On-Call and As Needed Engineering Services. Client / Project Name	Pipelines (collection/conveyance)	Pump Stations	Pipeline Rehabilitation, Trenchless Construction	Treatment	Hydraulic Modeling, Condition Assessment, SSMPs, SOPs, Audits
***City of Roseville, On-Call Services,** Hydraulic Model, Condition Assessment, Pump Station, Odor Study, CIPP	X	X	X	X	X
City of Morro Bay, On-Call Services, WRF Lift Station and Offsite Pipelines	X	X	X	X	
City of Surprise, On-Call Services, WRF Design and Condition Assessment, Hydraulic Model, Master Planning, Permitting	X	X		X	X
City of Flagstaff, On-Call Services, WWTP Design and Condition Assessment, Master Planning, Process Optimization	X			X	X
City of Prescott, On-Call Services, Process Optimization, Lift Stations, Permitting, Hydraulic Modeling	X	X		X	X
***City of Goodyear, On-Call Services,** WRF Condition Assessment, Process Optimization, Permitting				X	X

* Contact information for projects with asterisk is provided in table below.

Below is a list of three references related to the projects listed above. Detailed project profiles for the projects listed above are included under TAB G.

Name	Agency	Email	Phone
Eric Nielson, PE	South Placer Municipal Utility District	enielsen@spmud.ca.gov	(916) 786-8555 x310
Tracie Mueller	City of Roseville	trmueller@roseville.ca.us	(916) 798-5964
Barbara Chappell, PE	City of Goodyear	barbara.chappell@goodyearaz.gov	(623) 882-7062

PROXIMITY AND FAMILIARITY

For over 20 years, Water Works has delivered specialized on-call water and wastewater services to municipal agencies and private industry. Since 2024, our local team has partnered with the Village, recently completing the Two Rivers Raw Water Intake and Transmission project. We are excited to build on that success by continuing to provide responsive, high-quality services tailored to the Village's needs.

CURRENT VOLUME OF WORK WITH CONTRACTING AGENCY NOT 75% COMPLETE

Water Works has completed 98% of the Two Rivers Raw Water Intake Project as part of the current On-Call contract with the Village of Ruidoso. This project is scheduled to go out to bid in the upcoming months.

FORMS

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

John Matta 10.13.2025
Signature Date

Managing Member
Title (Position)

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

John Matta Managing Member
Typed Name & Title of Authorized Representative

10·13·2025 John Matta
Date Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

John Matta, being first duly sworn, deposes and says:

That he/she is managing member of Water Work Engineers who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: John Matta

SUBSCRIBED and sworn to before me this 13th day of October 2025

Notary Public: Shelby Lynn Pantera

My commission expires: Dec 14th 2025

SHELBY LYNN PANTERA
Notary Public - Arizona
Maricopa County
Commission # 661584
My Comm. Expires Dec 14, 2027

APPENDIX H – PROJECT/CONTRACT LISTING FORM

RFP #2024-004P

On-Call Professional Engineering Services for Water and Sewer System Improvements

Firm: Water Works Engineers, LLC Date: 10/13/2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. N/A					
2.					
3.					
4.					
5.					
			Totals		

Table B-On-Call Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1 2 Rivers Raw Water Intake Design	03/11/024	$463,181.00	$451,880.82	98	$451,880.82	$11,300.18
2.						
3.						
4.						
5.						
		Totals	$451,880.82		$451,880.82	$11,300.18

Notes:

1. If any award does not proceed in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror,

TAB G – OTHER SUPPORTING MATERIAL

Mohsen Karbakhsh, PhD, P.E.

Project Manager / Lead Project Engineer

Education	Experience	Registration	Memberships
Ph.D./M.S. – Environmental. Eng., New Mexico State University M.S. – Civil Eng., K. N. Toosi University of Technology B.S. – Civil Eng., S. B. University of Kerman	5 years with the firm / 9 years total	Registered Civil Engineer California – 91008 New Mexico – 27062	WEF RMWEA AWWA NMSPE

Location: Albuquerque, NM

Mr. Karbakhsh was selected to be Project Manager and Lead Engineer for this project because of his extensive experience in water and wastewater engineering, particularly from his previous work in New Mexico. In his years working in the state of New Mexico, Mr.Kabakhsh has gained **a thorough understanding of the special needs that municipalities possess**. His experience with different municipalities as well as cities is featured below.

Representative Project Experience

New Mexico Water Company, Industrial Park Well and Booster upgrades – Rio Communities, NM (Planning)

Mr. Karbakhsh developed conceptual plans and costs for improvements of the existing industrial park groundwater well and booster station. Services included hydraulic modeling, hydropneumatic tank sizing, VFD controls, as well as arsenic removal treatment alternatives.

Village of Ruidoso, Two Rivers Raw Water Intake and Transmission System – Ruidoso, NM (Design)

Mr. Karbakhsh is serving as project engineer and project manager for preliminary and final design of a new raw water intake, pump station, and about 2 miles of 12" PVC transmission pipeline. Services include geotechnical engineering, environmental studies, topographic and subsurface survey, hydraulic evaluations, pump station design, intake design, utility investigations, pipeline appurtenances, cost estimates, specifications, and developing final construction documents.

New Mexico Water, Meadow Lake High Mesa Intertie – Meadow Lake, NM (Design)

Mr. Karbakhsh served as project engineer and project manager for the preliminary and final design of a water intertie to connect the existing Meadow Lake distribution to the High Mesa system. Services included hydraulic modeling, topographic survey, and installation of about 2 miles of 8" PVC pipeline and appurtenances.

New Mexico Water, Rio Del Oro Monterey Intertie – Meadow Lake, NM (Design)

Mr. Karbakhsh served as project engineer and project manager for the preliminary and final design of a water intertie to connect the existing Rio Del Oro distribution to the Monterey system. Services included hydraulic modeling, topographic survey, and installation of about 2 miles of 8" PVC pipeline and appurtenances.

Placer County Water Agency Bowman WTP Phase 2 Improvements – Auburn, CA (Design)

Mr. Karbakhsh assisted in the development of plans and specifications for improvements to the existing 7MGD water treatment plant including retrofitting (2) 2MGD conventional gravity filters and adding a powder activated carbon (PAC) feed system. A new PAC feed facility was added, including a super-sack loading skid and volumetric feed system. The facility included a new metal building and associated electrical, instrumentation, and control improvements.

Casitas Municipal Water District, Ojai Water Pipeline Replacement - Ojai CA. (Design)

Mr. Karbakhsh was a staff engineer for the replacement of approximately 4700 feet of aging cast iron water mains though the downtown business district of Ojai. He was responsible for arranging and coordinating surveying, geotechnical investigations, and CalTrans permitting (the pipeline was located within State Highway 150). The project included a trenchless crossing of a large flood control channel and crossing contamination plumes from abandoned gas stations.

City of Woodland WW Hydraulic Model and Master Plan Updates – Woodland, CA (Master Planning; Assessment; Model)
Mr. Karbakhsh provided engineering services to the City's ongoing hydraulic model development process (2014 and 2018) which included upgrading the existing physical sanitary sewer system within Innovyze InfoSewer, precipitation analysis and recalibration of dry and wet weather flows, and new modeling scenario updates based on the City's updated General Plan. Mr. Karbakhsh utilized the results of the hydraulic model simulations to identify systemic capacity deficiencies and developed capital improvement projects (prioritized) and inflow and infiltration reduction programs to solve them.

La Honda WTP Improvements – County of San Mateo, CA (Preliminary Engineering Report)
Mr. Karbakhsh assisted in developing treatment process alternatives for surface water treatment plant improvements required to reduce finished water taste and odor, turbidity, and improve plant reliability. The Country's source water presented several challenges including high turbidity and high Total Organic Carbon. Mr. Karbakhsh assisted in developing multiple treatment process alternatives, and compared them with respect to capital costs, operating costs, ability to meet regulatory demands and project goals, and ease of operation.

Placer County Water Agency WTP Operations Guides – Auburn, CA (Operations)
Mr. Karbakhsh developed digital Operations Guides for all 8 of the Agency's water treatment plants. The Operations Guides will serve as a central location for plant information such as equipment O&M manuals, as-built drawings, and SOPs. The Operations Guides include clickable links to relevant documents and are easily navigable for both Operations and Engineering Staff.

Representative Project Experience in New Mexico Prior to Water Works Engineers

Navajo Tribal Utility Authority (NTUA) – 4 x WWTPs Projects, Navajo Nation, AZ/NM (Design – ABQ Lead Design)
Mr. Karbakhsh provided engineering services including developing design, plans, specifications, reports, cost estimates, and contract documents for four NTUA WWTPs (Chinle, Kayenta, Shiprock, and Tuba City), ranging from 0.7 to 1.3 MGD in capacity, as well as project management services for Shiprock and Tuba City. Services included Geotech investigations, survey, site planning, process design, hydraulic analysis, pump station and forcemain design, equipment selection, meetings, coordination, developing plans and specifications, bidding assistance, permitting, project status reports, and invoicing.

Navajo Tribal Utility Authority (NTUA) – 3 x WWTPs Interim Upgrades, Navajo Nation, AZ/NM (Design)
Mr. Karbakhsh served as the Lead Design Engineer where he developed design, plans, specifications, reports, cost estimates, and contract documents for upgrading three existing NTUA WWTPs (Chinle, Kayenta, and Tuba City) to High Performance Ponds (HPP) and Continuous feed and Intermittent Discharge (CFID) ponds, to support compliance during upcoming plant upgrades. Services included survey, site planning, process design, hydraulic analysis, pump station and forcemain design, equipment selection, meetings and coordination, plans and specifications, and NNEPA permitting.

Albuquerque Bernalillo County Water Utility Authority (ABCWUA) – Paseo Del Norte Sewer Trunk Rehabilitation Project, Albuquerque, NM (Design)
Mr. Karbakhsh served as the Project Engineer/Manager developing design, plans, specifications, reports, cost estimates, and contract documents for rehabilitation of 1,600 LF of 18" RCP SS and 8 SS manholes. Services included Geotech investigations, survey, bypass planning, public impact study, condition assessment, hydraulic analysis, plan and profile development, trenchless methodology evaluations, technical specifications, cost estimates, bidding documents, and project management.

Mike Fisher, PE

Conveyance & Collection, Sr. Technical Lead

Education	Years of Experience	Registration	Memberships
B.S. – Civil/Environmental Engineering, CA State Polytechnic University, San Luis Obispo (1997)	16 years with the firm/ 29 years total	Registered Civil Engineer: Arizona - 30533 California - C67194 Utah – 11698124-2202	WEF

Location: Roseville, CA

Mr. Fisher was chosen to be on this team as he has extensive knowledge in planning, CIP Projects, pipeline design, and trenchless construction methods.

Representative Project Experience

El Dorado Irrigation District On-Call 2023-2025 – Placerville, CA

Mr. Fisher served as the Principal in Charge for the duration of the 2023-2025 On-Call following task orders:

- ✓ El Dorado Hills Wastewater Treatment Plant filter 5 & 6 Rehabilitation Project
- ✓ Reservoir A Filter Valve Replacement Design
- ✓ Green Valley PRV Design
- ✓ Diversion Fish Screen A11 Gates
- ✓ Echo Conduit Emergency Replacement

City of Roseville Church Street Sewer Improvements Project – Roseville, CA Mr. Fisher provided engineering services as the project manager to analyze and develop alternatives to relieve surcharging on Church Street identified by O&M staff who indicated that a sewer maintenance hole spilled over during recent storms. Water Works updated the City's hydraulic model by adding a new sewer system feature and ran modeling scenarios under peak wet weather flow to test and validate proposed alternatives to fix the capacity deficiency.

County of San Mateo On-Call Services Pipeline Rehabilitation – Redwood City, CA

- ✓ Water Works evaluated identified pipeline replacements recommendations in terms of constructability, utility conflicts, accessibility, permitting, property acquisition and readily identifiable potential constraints to produce a design to be bid, constructed.
- ✓ Design included repair, rehabilitation and/or replacement of nearly 6,000 -LF of pipe at eight locations in six different County maintained collection systems.
- ✓ Design included various construction methodologies, including spot repair, cured-in-place pipe lining, pipe-bursting and traditional open cut dig and replace in same trench and new alignment.
- ✓ Water Works assisted with procurement of encroachment permit to construct new sewer crossing of SFPUC's Hetch Hetchy 72" and 84" water transmission lines.

Approach utilized extensive pot holing and geotechnical analysis to confirm construction methodology selection and limit potential for unforeseen conditions impacting construction.

Sharon Heights Golf Course Water Reclamation Facility Design-Build - Menlo Park, CA (Design/Permitting) The project involved the design and construction of a MBR plant at the Sharon Heights Golf Club that produces Title 22 recycled water for use on the landscaping. Influent for the plant is pumped from a new pump station and forcemain to the plant. Mr. Fisher was Pump Station and Pipeline Project Manager that designed the civil and yard piping for the project. He also assisted with permitting the WRF and pipeline including complying with the ISMND, writing the Title 22 WRF engineering report, and assisting with the SWPPP, Caltrans encroachment permit, County encroachment permit, and City encroachment permit.

City of Morro Bay WRF Lift Station and Offsite Pipelines – Morro Bay, CA (Planning/Design/SDC) Mr. Fisher oversaw the design of the Morro Bay Water Reclamation Facility Influent Lift Station and pipelines, featuring an 8-MGD pump station adjustable to daily flows as low as 0.3 MGD. The project involved relocating the WRF to avoid coastal regulation, with TDH conditions between 150' to 300'. Site improvements included deep foundations, SCADA controls, emergency generators, odor control, bypass connections, and specialized pipelines with crossings via HDD, auger boring, and elevated structures. Design analyses compared pump and odor control options for long-term efficiency.

San Jose Water Company Belgatos Reservoir Construction Management – Los Gatos, CA (Design) Mr. Fisher was the Principal In Charge for the preliminary design, final design, permitting, and construction management for replacement of San Jose Water Company's (SJWC) Belgatos Reservoir. Construction of a two 2.37 million gallon (MG) AWWA D110-Type I Prestressed Concrete Tank to replace two earth embankment reservoirs. Services included complete structural design of the tank; geotechnical investigation and improvements to address subsurface/foundation settlement concerns and landslide potential; site survey coordination and property rights for construction; permitting of the project with the Town of Los Gatos; CEQA compliance and DDW permit update assistance; and site civil, mechanical, and electrical upgrades to improve site access and operation and maintenance.

San Jose Water Company McKean Road Reservoir & Pipeline Design - San Jose, CA (Design) Mr. Fisher was Project Manager over the preliminary and final civil, mechanical, and structural design. It also included environmental permitting; geotechnical analysis; surveying; and electrical design for a 1-MG steel tank to alleviate existing storage deficit; preliminary planning for a second 1-MG steel tank to meet potential future growth demand; 3,300-lf of 16" ductile iron and PVC pipeline to connect to existing system. Pipeline design included a 200-lf pipe bridge and 70-lf vehicular bridge to cross existing waterways; pipe material selection to support extended asset useful life in wet and corrosive environment; steep slope construction in rocky conditions; and multi-agency environmental and construction permitting services.

City of Folsom Water Treatment Plant Sludge Drying Bed Liner –Folsom, CA (Study) Mr. Fisher was the Senior Engineer that provided preliminary engineering field studies, design and assistance during bidding and construction for the rehabilitation of the City of Folsom's Sludge Drying Bed No. 1. The City operates a 50-MGD surface water treatment plant. The plant utilizes sludge drying beds as the primary solids dewatering process. Existing Sludge Drying Bed (Pond) No. 1 is unlined and has areas of erosion, including on the side slopes and the access ramp. Their two (2) newest sludge drying beds (ponds) are concrete lined and the City now wishes to rehabilitate the original Pond #1 (sludge drying bed #1) with a concrete liner to match.

County of San Mateo On-Call Services CCTV Data Analysis – Redwood City, CA Water Works provided field and office engineering assistance for the Wastewater Collection System CCTV Project at various County Sanitation and Sewer Maintenance Districts. Services included periodic field observation of CCTV Contractor during services, review of PACP observation code conformance, and production of daily field reports to summarize CCTV Contractor field work. We reviewed CCTV videos and conditions assessment reports for quality and compliance with PACP coding requirements and developed repair, replacement and rehabilitation recommendation for identified defects.

South Placer Municipal Utility District Upper Antelope Creek East Trunk Sewer – Loomis, CA (Planning/Design/CM) Mr. Fisher was the Project Manager for 8000-LF of new 8" HDPE and FPVC gravity sewer and decommissioning of Munoz Pump Station. Services included alignment study, final design and construction administration; hydraulics and pipe material selection; utility coordination; ROW and easement procurement; environmental permitting and public outreach.

John Matta, PE

Treatment Systems, Sr. Technical Lead

Education	Years of Experience	Registration	Memberships
M.S. - Civil Engineering, Arizona State University (1993) B.S. - Civil Engineering, American University (1988)	20 years with the firm/ 37 years total	Registered Civil Engineer: Utah – 8169064-2202 Arizona - 30012 California - C61534 New Mexico - 28128	WEF AZWA

Location: Scottsdale, AZ

Mr. Matta was chosen to be on this team as he has extensive knowledge in treatment, planning, CIP Projects, design and construction of projects.

John Matta has 32 years of experience in environmental/civil engineering projects and is a specialist in the planning, design and management of large water and wastewater projects. He has been a Project Manager, Lead Design Engineer, or Lead QA/QC Engineer of major water and wastewater treatment and conveyance facilities planning, design and construction. The projects involved treatment plants, treatment technology evaluation and process improvements, wastewater process design, pumping and piping system design, hydraulics, chemical feed system design, solids stream processes, permitting, and construction administration.

REPRESENTATIVE PROJECT EXPERIENCE

Salt Lake City Department of Public Utilities Penstock Pipeline – Little Dell Intake Study, Salt Lake City, UT (PIC)

Salt Lake City's Parleys Water Treatment Plant (PWTP) underwent a treatability and corrosion control study by Water Works Engineers to assess the effects of switching its supply source from Mountain Dell to Little Dell intake. John, as PIC, led the evaluation using Water!Pro software, reviewing historical data and Lead and Copper Rule sampling to determine if additional treatment was needed. He also oversaw the design of a temporary chemical feed system for corrosion mitigation.

Price River Water Improvement District (PRWID) Distribution System Improvements, Price, UT (PIC/QAQC):

This project centered around the design and construction of 3,500 linear feet of 8-inch pipeline. It included the procurement of easements, property owner coordination, public outreach, routing evaluation, coordination with UDOT and Carbon County for highway crossings and work in County right of way, and development of a comprehensive GIS mapping system with a hydraulic and water quality model that exceeded the new modeling requirements established by the State of Utah Division of Drinking Water. The hydraulic model evaluates system performance and identifies upgrades. The water quality model estimates water age within the distribution and storage system and evaluates/models the formation of disinfection by-products. The GIS mapping system is currently utilized to generate asset management and maintenance program to aid the tracking and completion of maintenance and upgrades to the distribution system. As PIC and Quality Assurance/Quality Control manager, John was responsible for ensuring all requirements were met before submittal for all project stages.

PRWID Water Treatment Plant Expansion & Upgrade, Price, UT (PIC)

PRWID provides water to several communities and private water utilities within Carbon and Emery Counties. Their water treatment facility draws water directly from the Price River and employs a conventional flocculation, sedimentation filtration process to meet drinking water standards. The facility is currently operating at capacity to meet water demands during the summer months. Upgrades to the process are also necessary to meet newly promulgated regulations concerning disinfection by-product (DBP) formation in the distribution system. Water Works is currently completing bench scale testing to assess treatment options and identify solutions that will provide an increase in plant capacity as well as address necessary process improvements. As PIC, John was responsible for overseeing process evaluation, development of estimated construction costs, preliminary design, detailed design, construction administration, and facility start-up and optimization.

City of Orem Tertiary Water Reuse, Orem, UT (PIC)

Water Works conducted the evaluation and design of a tertiary water filtration system to provide reuse water to a golf course and sports park. The conceptual phase included the evaluation of water use data to determine the

average and peak water demand, assessment of regulatory limits for establishing treated water quality goals, evaluation of disinfection options including UV and liquid chlorine, assessment of existing effluent quality, and development of filtration capacity recommendations. The information from the conceptual design was presented to Orem City staff for direction and the optimal strategy was selected. Final design included filter procurement and design of a filtration, storage, and pump station facility. John, as PIC, provided project oversight, resource allocation, and technical review.

EPCOR Water USA White Tanks Regional Water Treatment Plant, Surprise, AZ (PIC)
The WTRWTP's process units consisted of raw water impoundment, chemical conditioning, flocculation/coagulation basins, dissolved air flotation (DAF), gravity media filtration, ultraviolet (UV), and chlorine disinfection. Improvements included: adding a 33 MGD ballasted flocculation system, adding a 6.7 MGD DAF train to increase process capacity to 26.7 MGD, adding a 20 MGD raw water basin to increase storage to 40 MG, adding (2) 6.7 MGD gravity filters and converting media to anthracite/sand. We also conducted water quality sampling, data evaluation, bench scale testing, and pilot testing to select the ballast sedimentation system and conceptual designs to compare technologies and equipment preset worth values. Recently, Water Works returned to prepare conceptual and preliminary design to expand WTRWTP's 33.4 MGD design and 26.7 MGD firm capacity to a 33.4 MGD firm capacity. John, as PIC, oversaw source water evaluation workshops and the development of the technical memo, design reports that fell under the categories of conceptual, 30%, 60%, 90%, and 100%, selection of the Construction Manager at Risk, coordination with the CMAR Field Services, and long-lead equipment GMP support services.

Town of Gilbert North Water Treatment Plant Alternatives Evaluation and Reconstruction, Gilbert, AZ (PIC)
The Gilbert NWTP is a 60-mgd drinking water plant that treats surface water and groundwater from four sources. Water Works helped Gilbert meet an immediate need for improved Disinfection By-Product (DBP) compliance and maximized surface water supplies. The project was challenged by the sources of surface water and groundwater with primary sources changing based on the season. Both sources are extreme in treatability with high turbidity and/or elevated TOC concentrations from one source and low turbidity and poor settleability and filterability found from the other. Water Works performed water quality evaluations and identified treatability challenges, led the technology selection to replace/repair deficient and failing infrastructure, and expanded treatment capacity from 45 mgd to 60 mgd. John, as PIC, oversaw project workshops/meetings, project schedule, development of process alternatives, considerations for future regulations and pollutants of emerging concern, functional, condition, and structural assessment, site-plan development, 60%, 90%, 100%, and final GMP design, and permitting coordination.

City of Surprise Water Production Facilities, Surprise, AZ (PIC)
Rancho Mercado – Water Works provided planning, design, permitting and construction administration for the City of Surprise's distribution system for the Rancho Mercado community. Water production, treatment and distribution facilities included a new well w/ a vertical turbine pump and 250-HP drive, well head treatment for arsenic removal with a 1,500-gpm capacity, 1.5 MG steel reservoir on a ringwall foundation, a dual pressure zone booster pump station with a 5.0 MGD firm capacity, an electrical and controls building, RTU and SCADA communication via radio telemetry, standby generator, and all yard piping and site civil improvements. The arsenic treatment facility was designed to produce potable water to meet drinking water requirements using adsorption vessels. Build-out capacity included 3.0 MG of storage and an 8.0 MGD firm pumping capacity. John oversaw the leading of project meetings, the creation of 30%-100% design documents, and the assembling of a blending plan and a construction cost estimate.

Desert Oasis – Water Works designed an arsenic treatment system (ATS) to replace a temporary arsenic treatment system. The ATS treated groundwater from Desert Oasis Wells 1+2 and four future well sites through coagulation-filtration pressure filters. The project included installation of coagulation-filtration arsenic treatment vessels, rehabilitation of an existing 1.5MG water storage reservoir, and upgrades to the booster pump station, chemical storage and handling facilities, and solids handing facilities – including a backwash tank, sludge & decant pumps, and a dewatering roll off bin. John, as PIC, oversaw the gathering of data, the conducting of a water quality and pH adjustment review, the performance of a depression alternatives review, and the creation of a technical memo.

Tim Durbin, PE

Quality Assurance/ Quality Control Manager

Education	Years of Experience	Registration
M.S. – Civil/Environmental Engineering, University of California, Berkley (2002) B.S. – Chemical Engineering, Pennsylvania State University (2000)	19 years with the firm / 22 years total	Registered Civil Engineer: California – C75456

Location: Roseville, CA

Mr. Durbin was selected for this project as he serves as the QA/QC Manager for Water Works Engineers.

Mr. Durbin is a civil/environmental engineer with 22 years of experience in the field of water and wastewater treatment and pumping systems. He started his career doing advanced research in wastewater chemistry, with a focus on strategies to minimize the formation of disinfection by-products. He has since applied his knowledge of chemistry and treatment processes to the design of water and wastewater treatment facilities. Mr. Durbin has worked on projects in California and other Western states related to treatment facility design, pumping of water and wastewater, chlorination, energy recovery, and chemical storage and feed system design. He currently serves as Quality Assurance Manager, where he oversees QA/QC procedures and technical reviews for projects across the firm.

As the Quality Assurance Manager, Mr. Durbin has firm-wide responsibilities for overseeing all QA and QC activities. His responsibilities include:

- Refining the existing QA program and QC procedures
- Creating new procedures and guidelines to help ensure the quality of our work products
- Overseeing QC reviews for all project deliverables. Mr. Durbin performs some QC review activities himself and delegates some activities to other engineers
- Revising master guide specifications and standardized calculation spreadsheets as necessary
- Helping resolve conflicts or differences of opinion that arise
- Providing general assistance regarding engineering design to employees throughout the firm

Prior to becoming Quality Assurance Manager, he worked as project manager and engineer on a wide range of water and wastewater projects, with a focus on process and mechanical design. Mr. Durbin has worked on the following projects either in his quality control capacity or as project manager or project engineer.

Representative Project Experience

WASTEWATER

City of Redding Stillwater Facility Plan Update – Redding, CA

Salt Lake City 1800 North Sewer Realignment – Salt Lake City, UT

City of Redding Stillwater Wastewater Treatment Plant Odor Scrubber Replacement – Redding, CA

City of Goodyear Rainbow Valley Reclamation Facility Centrifuge Upgrades – Goodyear, AZ

City of Flagstaff On-Call – Flagstaff, AZ

City of Provo WATRR Center Phase 1 2020 Improvement Project – Provo, UT

City of Morro Bay WRF Lift Station and Offsite Pipelines – Morro Bay, CA

S.T. Rhoades Construction Incorporated, Monterey Presidio Surge Relief Project – Redding, CA

Hawaii Water Services Co., Pukalani WWTP – Maui, Hawaii

Ross Valley Sanitation District Pump Stations 12 &13 Rehabilitation Project – Greenbrae, CA

Albuquerque Bernalillo County Water Utility Authority Ammonium Sulfate Storage and Feed Facility – Albuquerque, NM

Oro Loma Sanitary District, Aeration Modifications Project – San Lorenzo, CA

City of Redding, North Market Lift Station – Redding, CA

Alameda Bay Farm Island Sewer Lift Station Upgrade – Alameda, CA

WATER

California Water Service DOM Well 30 Treatment – Compton, CA

Town of Gilbert North Water Treatment Plant – Gilbert, CA

Golden State Water Company 129th Street, Bellhaven, Southern & Doty Improvements – Gardena, Los Angeles, and Hawthorne, CA

Casitas Municipal Water District Ojai Water Pipeline Replacement – Ojai CA

Contra Costa Water District Chemical Storage Improvements Phase 2 – Oakley, CA

County of San Mateo CSA No. 7 Treatment Plant Improvements Project – Redwood City, CA

East Valley Water District Plant 134 GAC Improvements Project – Highland, CA

City of Goodyear Brine Management Project – Goodyear, AZ

Amy's Kitchen, Process Water Treatment Facility – Pocatello, ID

City of Scottsdale Thomas Groundwater Treatment Facility Detailed Design – Scottsdale, AZ

City of Millbrae Water System Improvement Project – Millbrae, CA

Casitas Municipal Water District Casitas Dam Drainage Improvements – Ventura, CA

Casitas Municipal Water District, Ojai Water Pipeline Replacement – Ojai CA

City of Davis, Phase 1 Recycled Water Facilities – Davis, CA

California Water Service DOM 272 Well Improvements – Compton, CA

Phillipsville Community Services District Water Quality, Storage, and Distribution Improvements Project – Phillipsville, CA

City of San Bruno Sneath and Lake Pump Station Rehabilitation Project – San Bruno, CA

Arizona Water Company East Sedona Water Storage and Booster Pump Station Design – Sedona, AZ

Valley of the Moon Water District Saddle Rd. Tank – Glen Ellen, CA

City of Prescott Water Production Facility and Intermediate Pump Station Facility – Prescott, AZ

City of Roseville West Side Tank and Pump Station Design and CM – Roseville, CA

San Jose Water Belgatos Reservoirs Replacement – Los Gatos, CA

California Water Service, Palos Verdes Stations 22, 23, and 30 Surge Tank Project – Palos Verdes, CA

Oakland Zoo, California Trail Exhibit Pump Stations – Oakland, CA

Paradise Irrigation District Engineering Services – Paradise, CA

City of Scottsdale Engineering Support Services – Scottsdale, AZ

Redway Community Services District WWTP Biosolids Master Plan – Redway, CA

Paradise Irrigation District Disaster Recovery Management Services – Paradise, CA

City of Carmichael La Vista Tank Replacement – Carmichael, CA

City of Roseville West Side Tank and Pump Station Design and CM – Roseville, CA

City of Roseville West Side Tank and Pump Station Design and CM – Roseville, CA

Tim Lewis, PE

Project Engineer

Education	Years of Experience	Registration	Memberships
B.S. - Civil Engineering, University of CA, Davis (2013)	11 years with the firm/ 11 years total	Registered Civil Engineer: California – C88367 Utah – 10730544-2202 New Mexico - 30006	CWEA AWWA CA WateReuse

Location: San Diego, CA

Mr. Lewis was selected to be on this project for his expertise in conveyance. He is also licensed in New Mexico and can be used as a technical resource

Representative Project Experience

City of Morro Bay, CA – Offsite Pipelines and Pump Station Project

Mr. Lewis provided preliminary design and PS&E for over three miles of joint 16”/12” sewer forcemains, 16” ocean outfall piping, 8” indirect potable reuse pipeline, and two sewer pump stations. The overall project was a part of the City’s wastewater treatment plant relocation and recycled water improvements project. The pipelines included three separate Caltrans transverse/parallel encroachments, a 100-ft utility bridge crossing of Morro Creek, and a 400-LF microtunnel trenchless crossing of the congested Morro Bay/Quintana roundabout. Services included planning; design; survey; geotechnical analysis; ROW research; and permitting (including EIR public comment review support).

City of Salt Lake, UT – 1800 N Trunk Rehabilitation Project

Mr.Lewis provided planning and preliminary design for the repair, rehabilitation, and/or replacement of 3,700 lineal feet of 66” RCP gravity sewer trunk. Water Works identified various program alternatives and compared them based on constructability and a “risk loaded” total program cost. The selected alternative and preliminary design incorporated 4500-LF of large-diameter diversion trunk, an 800-LF micro-tunnel (MT) trenchless crossing of I-15 and a regional railroad transit hub via a multi-barrel inverted siphon, and rehabilitation of the existing trunk via 3,700-LF of smaller diameter slip lining. Services included planning; preliminary design; survey; geotechnical analysis; environmental analysis; trenchless construction assessment; ROW research; and permitting.

City of Roseville West Side Tank and Pump Station Project – Roseville, CA (Design)

Mr. Lewis assisted with the engineering design of a new pump station building, two new 6 MG partially buried AWWA D110 pre-stressed concrete water storage tanks, a new crew facility, emergency generator, hydropneumatic tank, and ancillary mechanical, electrical, controls, instrumentation, SCADA and civil improvements.

City of Folsom Old Town Water and Wastewater Project – Folsom, CA (Design)

Mr. Lewis assisted in the design for the replacement of over 3,000-LF of wastewater collection system connections and gravity mains at several locations in the historic downtown area of Folsom. Design included replacement of over 60 service connections and appurtenance structures, and in several cases required relocation out of backyard or congested easements into the City street to provide better long-term O&M access.

City of Folsom Sewer Flow Meter Replacement Project CM – Folsom, CA (CM)
Mr. Lewis provided construction management and construction inspection services for the Sewer Flow Meter Replacement Project, which included replacement of existing permanent system-wide sewer flow meters at six (6) different locations across the City.

Roseville Environmental Utilities Sanitary Sewer Master Plan (SSMP) Audit – Roseville, CA (Planning)
Mr. Lewis provided engineering services in conducting a semi-annual internal audit of the City's SSMP to measure compliance with the State Water Resources Control Board (SWRCB) Order No. 2006-0003, for the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR), including approved updates and revisions. The audit evaluated the City's effectiveness in meeting these requirements and identified SSMP enhancements to address any noted deficiencies.

City of Folsom 27" Sewer Mitigation Project Phase 1 on Folsom Blvd – Folsom, CA (Master Planning; Model)
Mr. Lewis is assisting in the preliminary design of a mitigation project for a 27" trunk sewer in the City of Folsom located in one of the City's major throughways. Mr. Lewis's responsibilities include researching and evaluating several potential alignments to recommend a preferred alignment based on cost effectiveness and constructability. Identification of the preferred alignment requires Mr. Lewis to coordinate information from other utility providers and geotechnical and environmental studies.

County of San Mateo On-Call Services CCTV Data Analysis – Redwood City, CA
Mr. Lewis provided field and office engineering assistance for the Wastewater Collection System CCTV Project at various County Sanitation and Sewer Maintenance Districts. Services included periodic field observation of CCTV Contractor during services, review of PACP observation code conformance, and production of daily field reports to summarize CCTV Contractor field work. Mr. Lewis reviewed CCTV videos and conditions assessment reports for quality and compliance with PACP coding requirements and developed repair, replacement and rehabilitation recommendation for identified defects.

Casitas Municipal Water District Ventura County/ Santa Barbara Intertie, Carpinteria, CA
Mr. Lewis served as the Project Engineer for the preliminary design report for a bi-directional potable water transmission project between Santa Barbara and Ventura counties. He provided mitigation to multiple hazards threatening regional water infrastructure for coastal communities with limited water supplies. Water Works Engineers developed the technical engineering report and identified constraints, a range of alignments, and recommended a project alternative that incorporated the bi-directional 8000-LF of 16" FPVC & CMCL steel pipe (design flow: 4500 gpm @ 50 to 300 PSI), 2x booster pump stations to pump water up to and along the Rincon mountain transmission main (built by USBR in the 1960s) to Casitas, and A dual treatment system to convert Free Chlorine (Carp. Valley) to/from Chloramine residual in the water supply.

Harbor View Mutual Water Co Intertie Pump Station, Kelseyville, CA
Mr. Lewis completed the preliminary engineering report which showed that a pump station was required for Buckingham Park Water District to reliably supply water to HVMWC where the Water Company would then supply water to Buckingham Park Water District by way of gravity. Tim assisted in completing design drawings and specifications for construction of the Intertie Pump Station to allow for construction . He also provided specified construction management services to support construction of the Pump Station.

CELINA FREEMAN, PE
Associate Engineer

Education	Years of Experience	Registration
B.S. – Civil Engineering University of New Mexico (2020)	1 year with the firm/ 5 years total	Registered Civil Engineer NM - 30825

Location: Albuquerque, NM

Ms. Freeman was selected for this project as she is a local engineer who lives and works 3 hours away from the Village of Ruidoso. She additionally has knowledge of the **special needs of municipalities**, as can be seen in her project experience below.

Representative Project Experience

Albuquerque Bernalillo County Water Utility Authority Southside Water Reclamation Plant – Pump House No. 3 Discharge Improvements

Ms. Freeman served as a staff Engineer and was responsible for assessing hydraulic performance, process modeling, and conducting on-site evaluations to determine necessary equipment upgrades included in-depth discussions with plant operators to understand operational concerns, such as capacity limitations, maintenance issues, and treatment inefficiencies. These efforts directly support system reliability and resiliency and providing recommendations to ensure consistent treatment performance and optimized flow conditions for effective management developed hydraulic calculations on the existing system to determine the current operating conditions.

New Mexico Water, Rio Del Oro Waste Water Treatment Plant, Phase 1A

As a staff engineer, Ms. Freeman worked on the design for Phase 1A of the Rio Del Oro Wastewater Treatment Plant, which utilizes membrane bioreactor (MBR) technology. She performed flow and load calculations which defined the necessary upgrades—such as replacement of permeate pumps, MBR cassettes, and critical instrumentation—to support future capacity growth, bolster reliability, and maintain permit compliance. Ms. Freeman analyzed effluent characteristics (BOD, TSS, pH, nutrients, etc.) to verify compliance to NPDES and DP permits. Additionally, she produced a detailed technical report addressing discharge concerns, enabling proactive client mitigation efforts.

New Mexico Water Service Company Rio Communities Sanitary Sewer Master Plan

Ms. Freeman developed a master plan for the existing wastewater treatment facility and collection system, providing strategic guidance on technical design, regulatory compliance, and operations. She evaluated current and projected effluent data (BOD, TSS, pH, nutrients, pathogens) to ensure NPDES compliance. Her work included process and equipment capacity reviews, identification of infrastructure and process improvement opportunities, and coordination with the plant operators. Ms. Freeman conducted a system-wide evaluation—covering collection networks, pump stations, treatment processes alongside population studies to provide phased upgrade strategies aimed at enhancing capacity, operational efficiency, and regulatory compliance. This comprehensive planning sharpened her ability to assess treatment effectiveness and system-wide exposure risks within both liquid and sludge handling processes

New Mexico Water Service Company RDO SS Master Plan

Ms. Freeman provided engineering services while serving as the staff engineer on this project. This 2023 project involves developing a sanitary sewer master plan update for the Rio Del Ord (RDO) sanitary sewer

collection and treatment plant. The existing RDO sanitary sewer collection system involves about 1,500 Equivalent Dwelling Units (EDUs), four schools, a University of New Mexico (UNM) campus, 4 miles of gravity collection, 7 miles of forcemain, and 7 lift stations. The RDO Wastewater Treatment Plant (WWTP) is a 0.2 MGD Membrane Bioreactor (MBR) that is reaching its capacity.

New Mexico Water Service Company Water Tank Inspections

Ms. Freeman provided engineering services for this project as it included providing field tank inspection, along with engineering recommendations for rehabilitation/replacement of existing water storage tanks, including:

- Site visits
- ROV Inspection and photo documentations
- National Association of Corrosion Engineers (NACE)/Association for Materials Protection and Performance (AMPP) authored Inspection Report
- Inspection report including sanitary, structural, safety, coating, and security conditions
- Engineering recommendations and preliminary costs for rehabilitation/replacement of existing tanks
- Optional sediment cleaning

New Mexico Water Service Company ML Mesa Intertie Design

This project involves developing preliminary and final design services for construction of a two mile long 8" PVC water line that connects the existing Meadow Lake distribution system to the High Mesa community. Ms. Freeman served as a staff engineer providing services to the existing Meadow Lake water system involves three groundwater wells, a 250 kgal welded steel storage tanks, three booster pumps, nine pressure reducing valves, and about 886 service connections. High Mesa water distribution system includes a well, an 80-kgal tank, three booster pumps, and about 108 service connections. Water Works was hired to develop hydraulic calculations and construction documents to provide primary water source from the Meadow Lake system to the High Mesa water system. Services included, topographic survey, hydraulic modeling, preliminary design, final design, construction documents.

Village of Ruidoso On-Call Water and Sewer Improvements

Ms. Freeman was served as an associate engineer where she helped to develop preliminary and final design services to construct a new Raw Water (RW) intake facility, pumps station, and 2-mile transmission pipeline to convey RW from the Rio Ruidoso to the Grindstone pump back basin. The Village is in the process of constructing a new permanent raw water transmission system to provide water from the Two Rivers park to the Grindstone reservoir. Water Works was hired by the Village to develop preliminary and final design services for this project.

City of Redding Westside Sewer Interceptor Study and Design – Redding, CA (Study/Design)

A study was conducted on preliminary construction alternatives to identify and confirm constraints considering the existing and alternative alignments. Water Works assisted the City of Redding with preliminary construction alternatives analysis for the Phase 3 Westside Interceptor project to identify and confirm constraints for construction of approximately 3,200 feet of 48-inch gravity sewer. The work included review of existing and alternative alignments, as well as trenchless alternatives compared to conventional open-cut trenching.

Katrina Lee, EIT
Staff Engineer

Education	Years of Experience	Registration
M.S. – Civil/Environmental Engineering, California Polytechnic State University, San Luis Obispo (2025) B.S. - Environmental Engineering, California Polytechnic State University, San Luis Obispo (2023)	1 year with the firm/ 1 year total	Registered Engineer in Training: California - 185304

Ms. Lee was chosen for this project as she is a local staff engineer for Water Works who lives and works 3 hours away from the Village of Ruidoso. She additionally has knowledge of the **special needs of municipalities**, as can be seen in her project experience below.

Representative Project Experience

Navajo Tribal Utility Authority Standard Septage Disposal Cell
Ms. Lee provided engineering support as a Staff Engineer to develop a technical memorandum detailing modulable standard designs of septage facilities and O&M manuals for septage handling by Navajo Nation chapters. This involved researching EPA septage standards and 40 CFR Part 503 Rule to develop specifications for septage disposal methods, land application and septage drying bed, and incorporating climate, elevation, and water usage data into the design calculations.

New Mexico Water Service Company Elephant Butte Unit 5 and 27 PFAS Treatment
Ms. Lee assisted with preliminary design services for two water well systems contaminated with arsenic, fluoride, and PFAS with a design flow of 150-gpm. The project included review and analysis of existing water quality data and equipment information, as well as performing a site visit to assess the location for implementation of an activated alumina (AA) system and granular activated carbon (GAC) system. Design services included determining pump upgrades, equipment sizing, infiltration basin sizing, valve types and placement, and basis of design report (BODR).

Project Experience prior to working at Water Works Engineers

PHOS Research Project
Ms. Lee performed lab tests and data collection for phosphorus intake of algae created by algae raceway ponds in a lab setting and off-site at the San Luis Obispo Water Resource Recovery Facility. This involved analysis and quantification of intake performance daily by performing DRP, TP, and TSS/VSS tests on field algae and using aseptic techniques to grow pure strains of different algal species.

City of Brisbane
Ms. Lee served as an Engineering Intern while in college where she worked on several large-scale projects including contributions to an AMI Grant Proposal, finalization of a SCADA RFP and the City's ERP, assessment of easements for a storm drain system and comments on an MMEP Update Proposal for the Sierra Point Baylands project in San Francisco.

Village of Ruidoso
On-Call Professional Engineering Services
Two Rivers Raw Water Intake and Transmission

Ruidoso, New Mexico

Project Type
Water Conveyance

Design

Project Timeframe
2024-2025

Project Cost
$450k

Team Members
Mike Fisher, Principal in Charge
Todd Kotey, Senior Project Engineer
Mohsen Karbakhsh, Project Engineer
Tim Lewis, Project Engineer
Celina Freeman, Associate Engineer

Project References
Jaquelyne G. Peña
Water Resource Manager
Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
jaquelynepena@ruidoso-nm.gov
(575) 258-4343

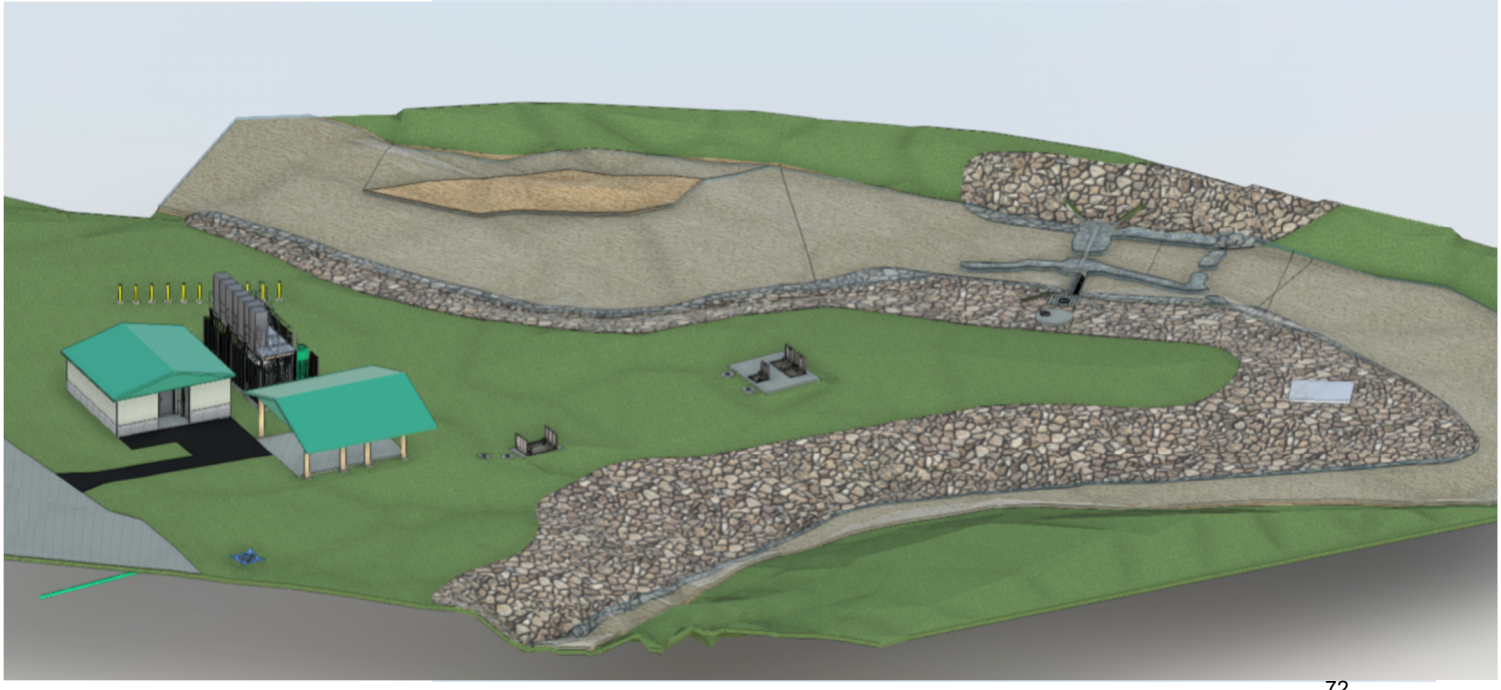
This project involved developing preliminary and final design services to construct a new 100 gpm Raw Water (RW) intake, 500 gpm pumps station, and 2-mile transmission pipeline to convey RW from the Rio Ruidoso to the Grindstone pump back basin. The Village is in the process of constructing a new permanent raw water transmission system to provide water from the Two Rivers park to the Grindstone reservoir. Water Works was hired by the Village to develop preliminary and final design services for this project.

Project included:

- Topographic and subsurface survey
- Geotechnical investigations
- Environmental studies, i.e., biological, cultural, and wetland
- Civil, structural, electrical, instrumentation and controls (E&IC), and mechanical design
- NMFA and WTB funding coordination

Project constraint included:

- Trenchless crossing of the NMDOT right of way via Jack & Bore
- Utility coordination and service upsizing
- USACE 401/404 permitting
- NMED permitting
- NMDOT CE, utility permit and traffic control, public impacts
- Transient analysis and surge anticipation mitigation
- Floodplain work



ABCWUA - On-Call Water & WW Engineering

Primary Pump House No.3 Discharge Improvements

Albuquerque, NM

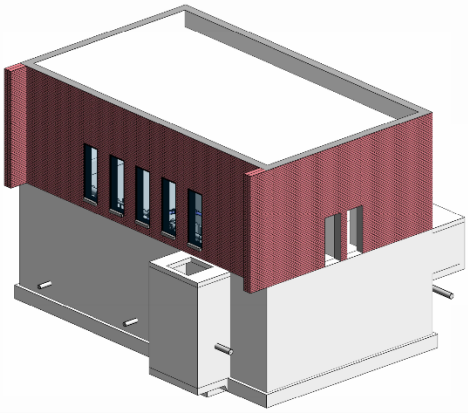
Project Type
Wastewater Treatment
Planning Services

Project Timeframe
May 2025 - December 2025

Project Cost
Engineering fee: $45 k

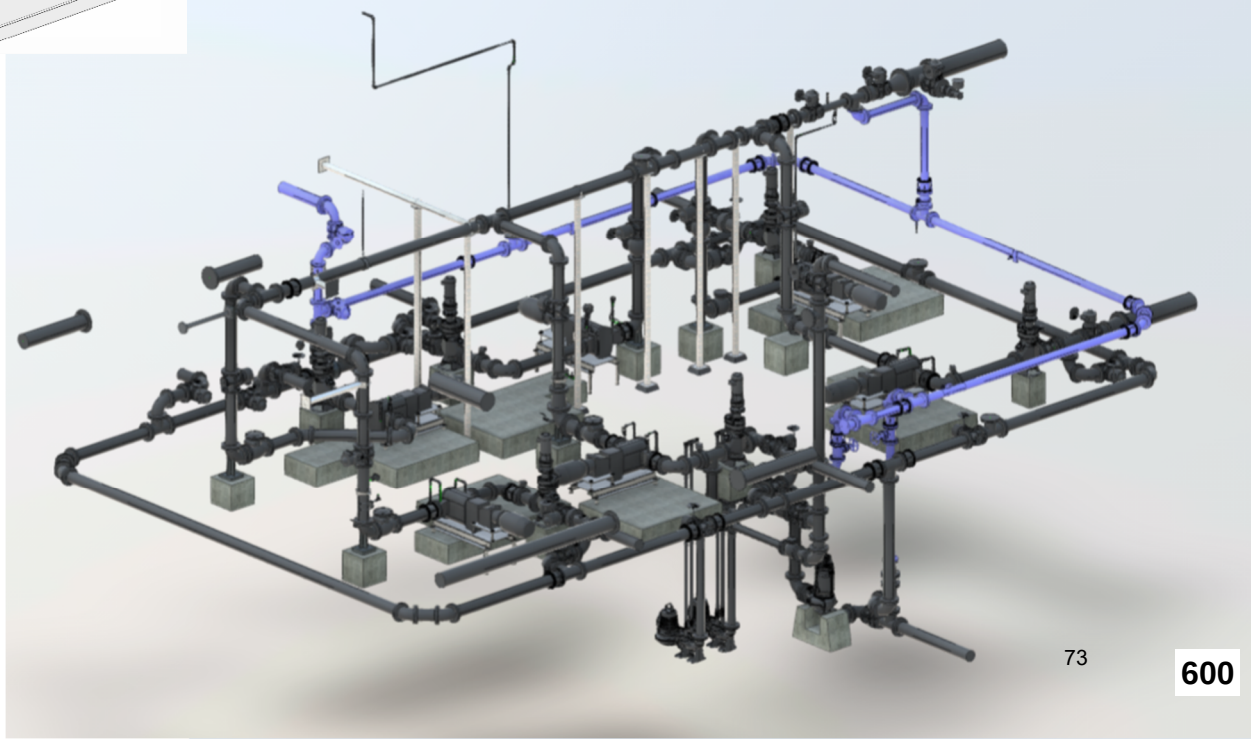
Team Members
Rob Bryant, Principal
Mohsen Karbakhsh, Project Manager

Project References
Eric Williams, P.E.
Senior Engineer
Planning & Engineering Division
ewilliams@abcwua.org



Water Works Engineers, LLC (Water Works) is under contract with the Albuquerque Bernalillo County Water Utility Authority (Water Authority or WA) to provide engineering recommendations and conceptual costs for improvements of the existing sludge discharge system at the Southside Water Reclamation Plant (SWRP) primary Pump House No. 3 (PPH #3). The SWRP is a 76 MGD Wastewater Treatment Plant (WWTP) facility that involves Preliminary Treatment, Primary Clarification, Modified Ludzack-Ettinger (MLE) Activated Sludge, Secondary Clarification, Ultraviolet (UV) Disinfection, Cloth Media Filter Reuse, Rotary Drum Thickening (RDT), Anaerobic Digestion (Primary and Secondary), Centrifuge Sludge Dewatering, and Cogeneration. Primary Pump House No.3 (Pump House) receives Primary Sludge (PSL) and Primary Scum (PSC) from the Primary Clarifiers (PC) No. 5, 6,7, and 8, and sends the combined PSL to the sludge blending tank. Currently, this facility is having several Operations and Maintenance (O&M) issues including inaccurate and limited sludge flow reading options, clogging of the existing forcemain, frequent rise in discharge pressure, limited equipment isolation and drainage capabilities, as well as frequent flushing cycles to avoid pressure exceedances. In addition, due to several internal upgrades, there were no current accurate as-built available. This project involved the following services:

- Scan the facility with ground base LiDAR scanner
- Develop as-built conditions and drawings showing accurate mechanical, structural, and electrical components
- Develop hydraulic model simulating non-Newtonian conditions inside the forcemain
- Develop engineering recommendations for repair, operations, and rehabilitation of the existing primary sludge forcemain



On-Call Water & WW Engineering
Soda Ash Metering Design

Albuquerque, NM

Albuquerque Bernalillo County Water Utility Authority

Project Type

Water Treatment
Construction Administration
Inspection Services

Project Timeframe

February2 2015- March 2017

Project Cost

Assignment 1: $20,964.00

Team Members

Sami Kader, Principal
Tim Durbin, Project Manager

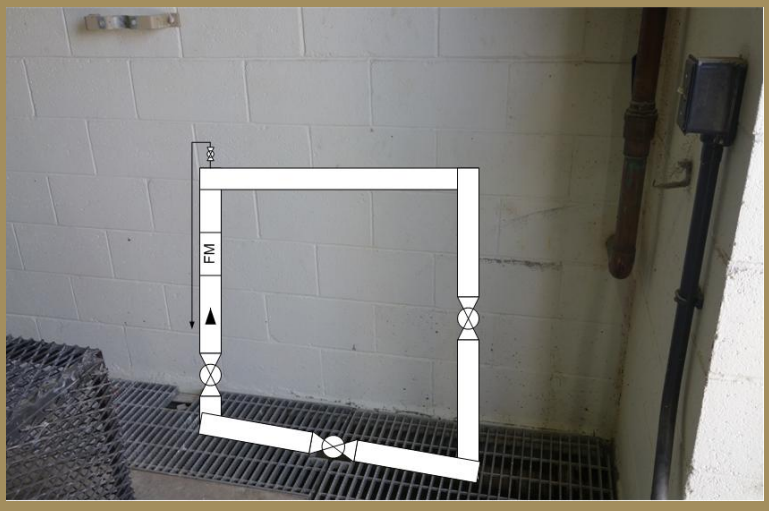
Project References

Anthony Montoya, PE
Chief Engineer
Water Resources, Planning & Engineering
Albuquerque Bernalillo County
Water Utility Authority

Waterworks Engineers was retained by the Albuquerque Bernalillo County Water Utility Authority to provide on-call engineering services for the water and wastewater plant.

Assignment #1-Soda Ash Metering Pumps Replacement

This work assignment involved design of the Soda Ash Metering Pumps Replacement at the Water Utility Authority's (WUA) Southside Water Reclamation Plant (SWRP). The purpose of the project was to provide the SWRP with new metering pumps, piping, valves, and appurtenances for soda ash slurry. The existing soda ash feed pumps and piping had become completely plugged with solidified slurry and needed to be replaced. The Soda Ash Metering System will be a permanent facility, and the drawings developed for this project were developed in conjunction with the drawings for the Soda Ash Metering Design Project. This work involved the coordination of multiple disciplines including process mechanical, electrical, and instrumentation and controls (I&C). Design criteria was in accordance with Albuquerque Bernalillo County Water Utility Authority (ABCWUA or Water Authority) standards and City of Albuquerque building codes (2009 New Mexico Commercial Building Code and 2011 New Mexico Electrical Code).



ABCWUA Ammonium Sulfate Storage and Feed Facility

Albuquerque, NM

Project Type

Chemical Facility
Wastewater Treatment

Project Timeframe

July 2014 – August 2015

Project Cost

Design Fee $176,192

Team Members

Sami Kader, Principal in Charge
Tim Durbin, Project Engineer

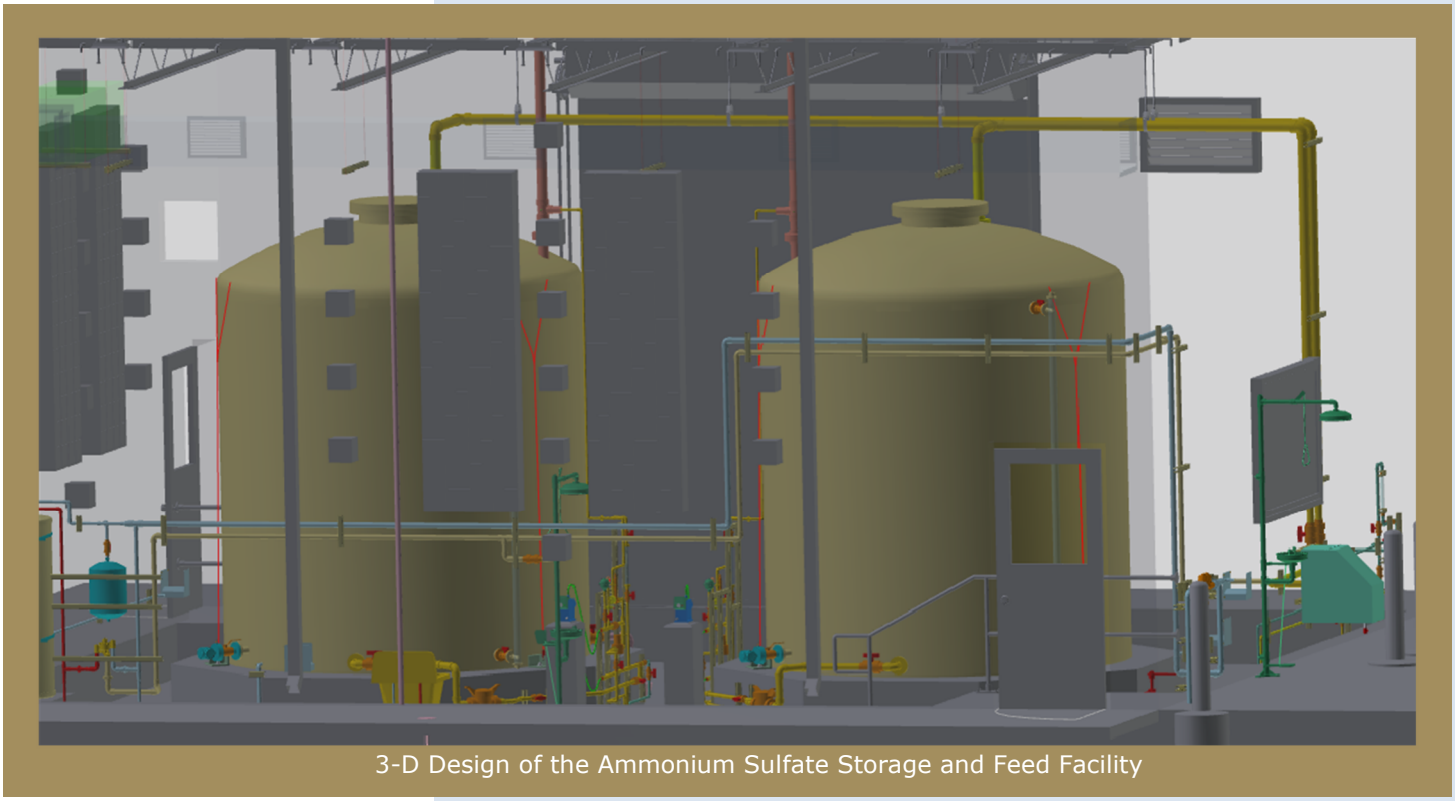
Project References

Mike Wimberly, P.E.
ABCWUA
505-289-3455

ABCWUA's Southside Water Reclamation Plant (SWRP) has a treatment capacity of approximately 76 MGD and produces a partially nitrified effluent that is low in ammonia. A portion of the effluent is filtered and disinfected for reuse. The reclaimed water is used to irrigate parks, public spaces, golf courses, and other businesses. In order to produce a stable chloramine residual, supplemental ammonia must be added to the filtered effluent.

As part of WWE's On-Call Engineering Services Contract with ABCWUA, WWE was hired to design a chemical storage and feed facility for ammonium sulfate. Prior to designing the ammonium sulfate storage and feed facility, WWE conducted bench-scale experiments to determine the optimal chlorine and ammonia doses and chloramine decay curves. WWE also conducted a review of available options for commercially available forms of ammonia, which led to the selection of liquid ammonium sulfate.

The ammonium sulfate storage and feed facility is designed for an average flow of 8.0 MGD and a maximum day flow of 13 MGD. The primary components of the system are two fiberglass-reinforced plastic (FRP) tanks and two diaphragm metering pumps located inside a new masonry building with membrane roofing system. The concrete building foundation provides secondary containment in the event of a tank failure, and an external drain sump was designed to allow for plant operations staff to return any spilled ammonium sulfate to the wastewater treatment process in a controlled manner. A new driveway and chemical delivery station were also designed to facilitate bulk deliveries of liquid ammonium sulfate. Building services incorporated into the design include an HVAC system, interior and exterior safety showers, a utility sink with hot water heater, and electronic access doors and alarms.



3-D Design of the Ammonium Sulfate Storage and Feed Facility

ABCWUA Station 70 Improvements

Albuquerque, NM

Albuquerque Bernalillo County Water Utility Authority

Project Type

Chemical Storage and Feed Facility

Project Timeframe

Planning/Design: May 2013-May 2014
Construction: June 2014- June 2015

Project Cost

Planning, Design and SDC Fee: $203K
Construction Cost: $516K

Team Members

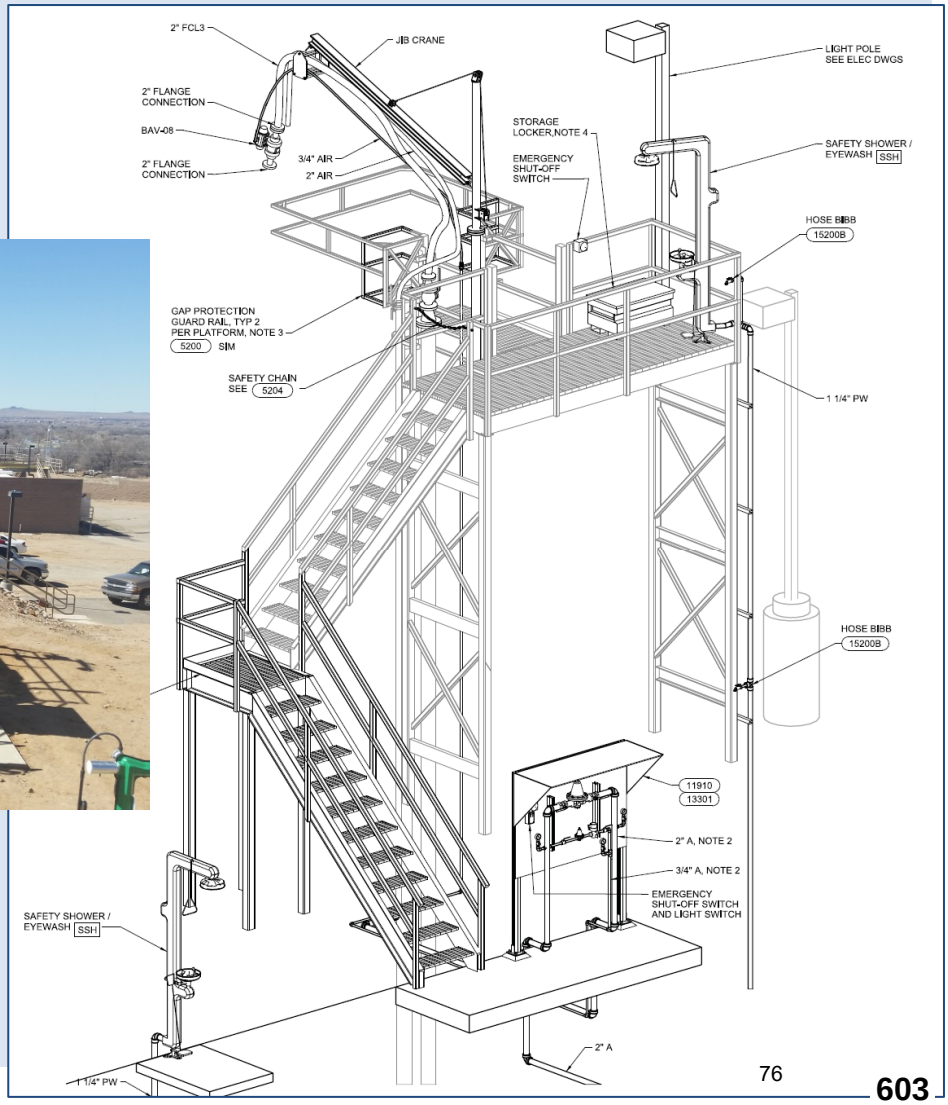
Sami Kader, Project Manager
Ben Lee, Project Engineer
Mike Price, Designer
Tom Frisch, Electrical Engineer

Project References

David Price, ABCWUA (505)768-3670
Victoria Dery, ABCWUA (505)873-7040

This work assignment involved detailed design of improvements to the Station 70 (El Pueblo Ferric Chloride) facility. This work included a series of safety improvements to address potential safety issues related to unloading of ferric chloride from railroad tankers at two unloading stations and at the bulk storage facility. Some of the specific improvements made included:

1. Unloading hose swing-arm support for safer handling of ferric chloride and air padding hoses.
2. Emergency automatic shut-off valve at tanker connection.
3. Emergency eyewash/safety showers at the unloading stations.
4. Fall protection and equipment/hose storage on unloading platforms to reduce fall injury potential.
5. Lighting and receptacles on unloading platforms for safer work area/
6. Upgrade the stairs to each unloading platform to provide a mid-height landing to comply with standards.



ABCWUA Southside Water Reclamation Plant Aeration Piping Modifications

Albquerque, NM

Project Type

Design

Project Timeframe

Design: 2 months
Completed Dec 2012

Project Cost

Design: $175k

Team Members

Sami Kader
Ben Lee

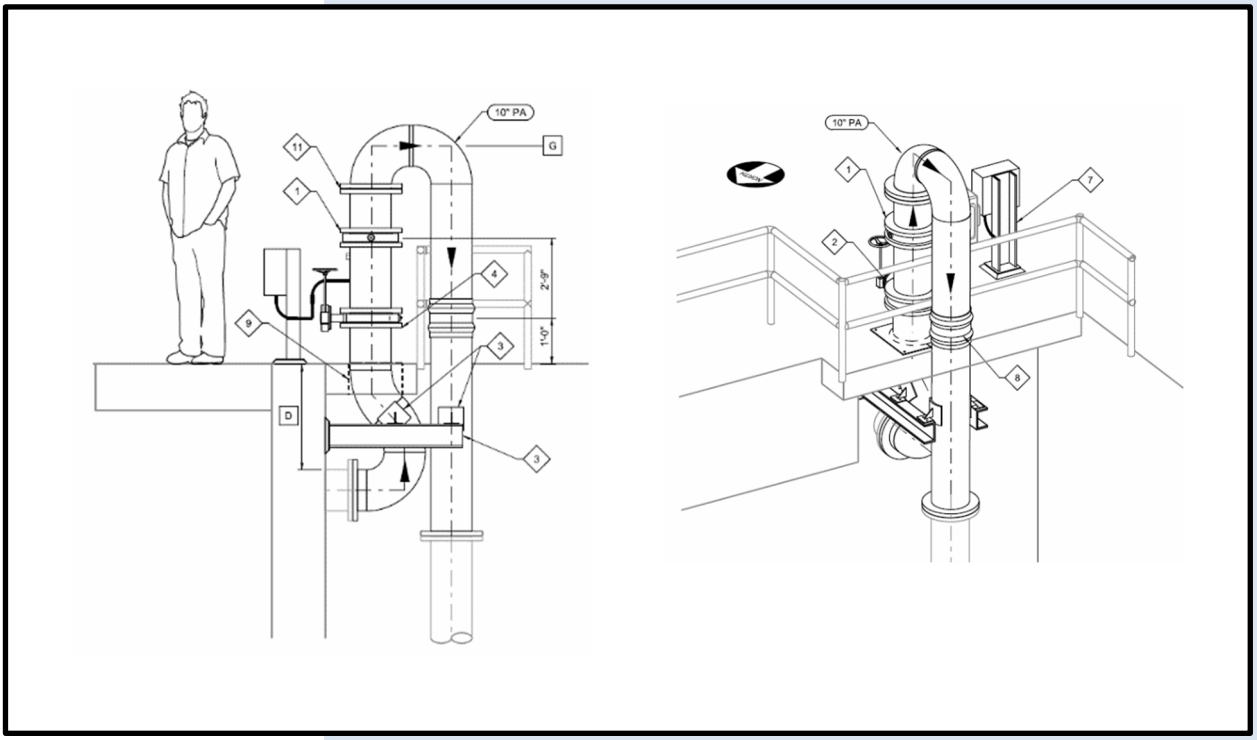
Project References

Victoria A. Dery, PE
Principal Engineer
505-289-3501
vdery@abcwua.org

Anthony Montoya, PE
Chief Engineer
505-768-2713
almontoya@abcwua.org

The Albuquerque Bernalillo County Water Utility Authority (ABCWUA or Water Authority) owns and operates the Southside Water Reclamation Plant (SWRP) located in Albuquerque, New Mexico. The biological process uses a Modified Ludzack-Ettinger (MLE) Process with a Pre-Anoxic Zone followed by a Oxic (or Aerobic) Zone. The plant consists of 14 parallel MLE process basins with 6 on the North and 8 on the South. These basins have been constructed at various phases, but are generally similar in design. One element of the design that has caused on-going maintenance is the entrance of the aeration system drop-legs into the MLE basins approximately at the water surface elevation. This creates a corrosive condition for the drop-leg air control valves as they cycle through wet-dry conditions at the air-water interface.

To remediate this condition, Water Works Engineers redesigned the drop-leg piping to allow the relocation of the air control valve above the walkway. This not only removed the subject valve from the corrosive conditions, but allowed for improved operator access and maintenance. A depiction of a typical valve relocation and piping configuration is shown below. This configuration has been affectionately named “the trombone” and was successful in meeting all the project objectives.



ABCWUA San Juan Chama Water Treatment Plant Ozone Analyzer Relocation

Albuquerque, NM

WATERWORKS ENGINEERS

Albuquerque Bernalillo County Water Utility Authority

Project Type

Surface Water Treatment

Project Timeframe

July-October 2011

Project Cost

Conceptual Design Fee: $7000
Design Fee: n/a ($56k est.)
Construction Cost: n/a ($430k est.)

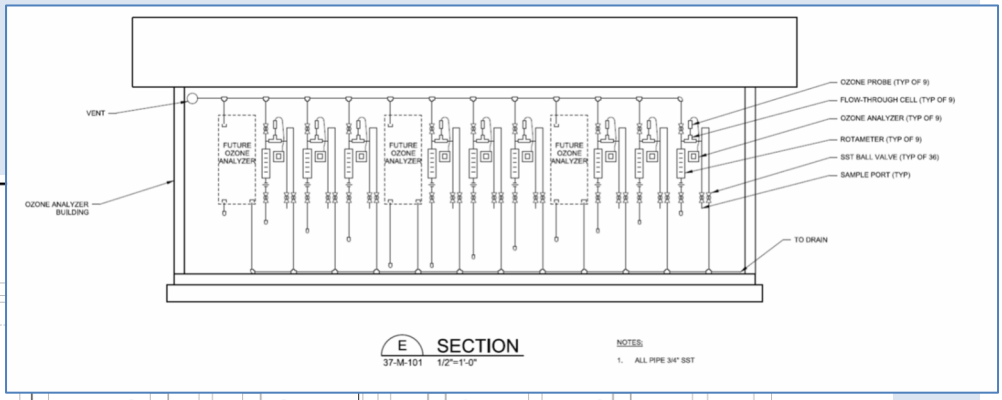
Team Members

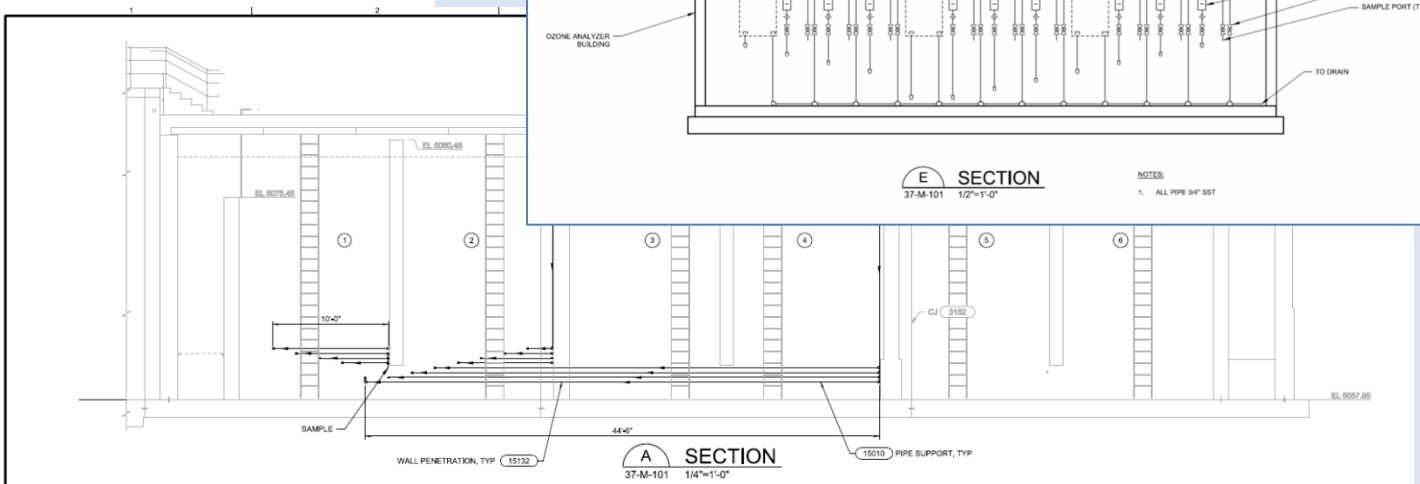
Sami Kader, Project Engineer

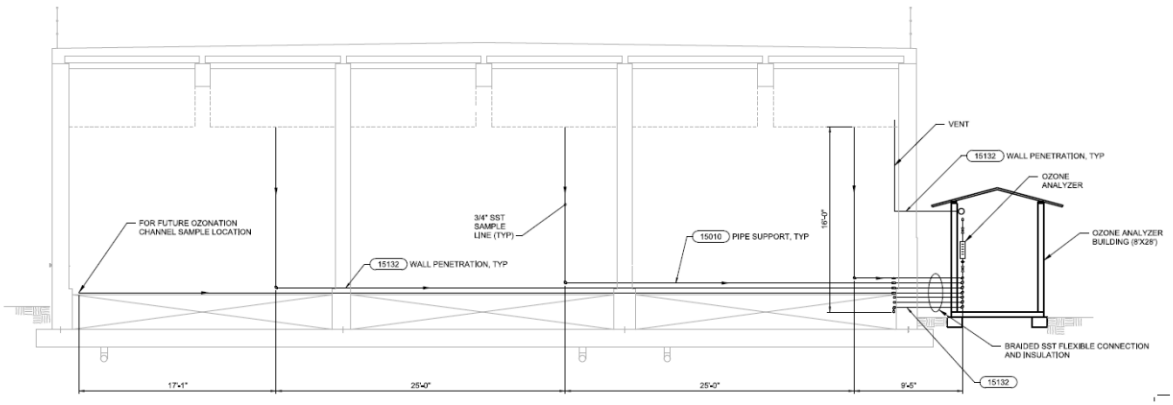
Project References

Scott Salvas, ABCWUA (505)239-2344

The purpose of this Conceptual Design was to evaluate relocation of the dissolved ozone monitoring systems at the 92-mgd San Juan Chama Surface Water Treatment Plant to a location or locations on the sides of the ozone contact basins at ground level. The existing ozone monitoring systems were installed on the roof of the ozone contactor, causing issues with keeping the system sample pumps primed and accessing the monitoring equipment for maintenance. The new monitoring system will use gravity rather than sample pumps to motivate the sample streams to the ozone residual monitors. Piping and other provisions for continuous monitoring of the ozone residual in at three different cells shall be provided. Solenoid valves shall not be used. The monitoring systems shall be located inside conditioned enclosures that provide a safe and comfortable environment for plant O&M staff to perform their duties. The new systems will allow the controlled withdrawal of grab samples of the same sample streams being continuously monitored. Provisions for properly disposing of the waste sample water will be included.







PRELIMINARY NOT FOR CONSTRUCTION

ABCWUA San Juan Chama Water Treatment Plant Ozone Analyzer Relocation

Albuquerque, NM

Albuquerque Bernalillo County Water Utility Authority

Project Type

Surface Water Treatment

Project Timeframe

July-October 2011

Project Cost

Conceptual Design Fee: $7000
Design Fee: n/a ($56k est.)
Construction Cost: n/a ($430k est.)

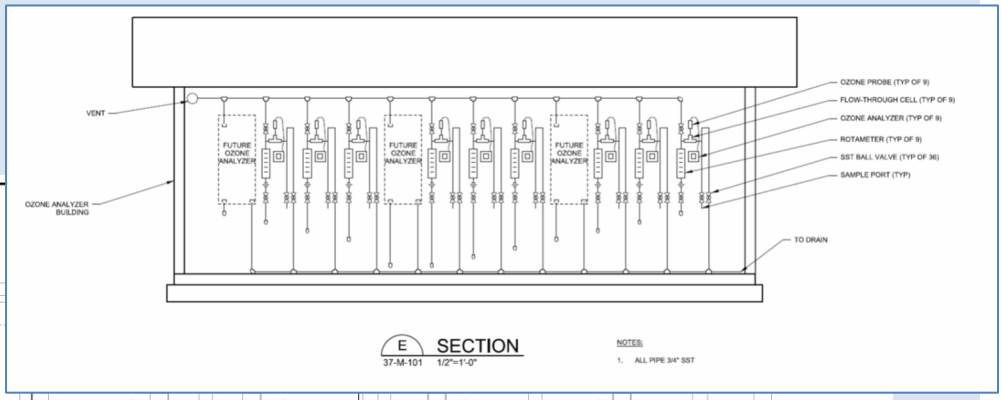
Team Members

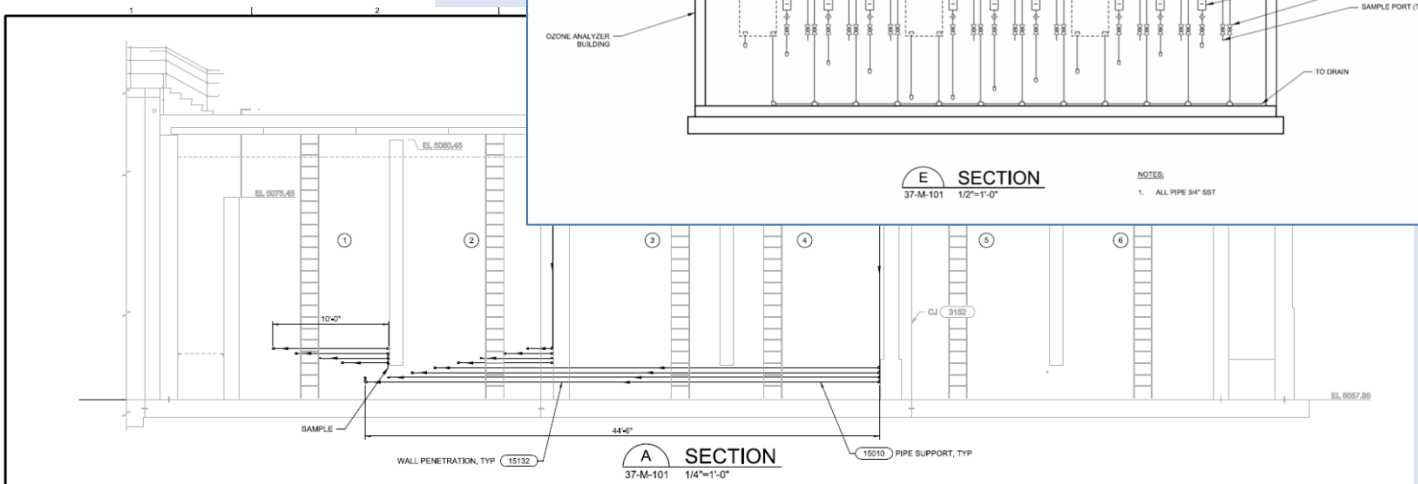
Sami Kader, Project Engineer

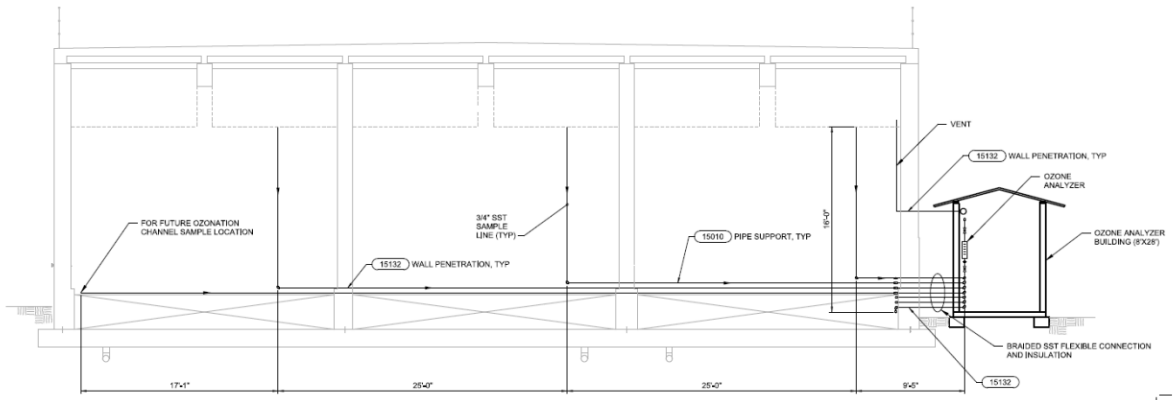
Project References

Scott Salvas, ABCWUA (505)239-2344

The purpose of this Conceptual Design was to evaluate relocation of the dissolved ozone monitoring systems at the 92-mgd San Juan Chama Surface Water Treatment Plant to a location or locations on the sides of the ozone contact basins at ground level. The existing ozone monitoring systems were installed on the roof of the ozone contactor, causing issues with keeping the system sample pumps primed and accessing the monitoring equipment for maintenance. The new monitoring system will use gravity rather than sample pumps to motivate the sample streams to the ozone residual monitors. Piping and other provisions for continuous monitoring of the ozone residual in at three different cells shall be provided. Solenoid valves shall not be used. The monitoring systems shall be located inside conditioned enclosures that provide a safe and comfortable environment for plant O&M staff to perform their duties. The new systems will allow the controlled withdrawal of grab samples of the same sample streams being continuously monitored. Provisions for properly disposing of the waste sample water will be included.







PRELIMINARY NOT FOR CONSTRUCTION

ABCWUA Corrales Well 2 & 3 Arsenic Water Treatment Plant Preliminary Design Assessment

Albuquerque, NM

Albuquerque Bernalillo County Water Utility Authority

Project Type
Groundwater Treatment

Project Timeframe
Preliminary Design:
May 2011 – November 2012

Project Cost
Preliminary Design Fee: $110k
Construction Cost: n/a

Team Members
Sami Kader, Project Engineer

Project References
David Price, ABCWUA (505)768-3670
Victoria Dery, ABCWUA (505)873-7040
Scott Salvas, ABCWUA (505)239-2344

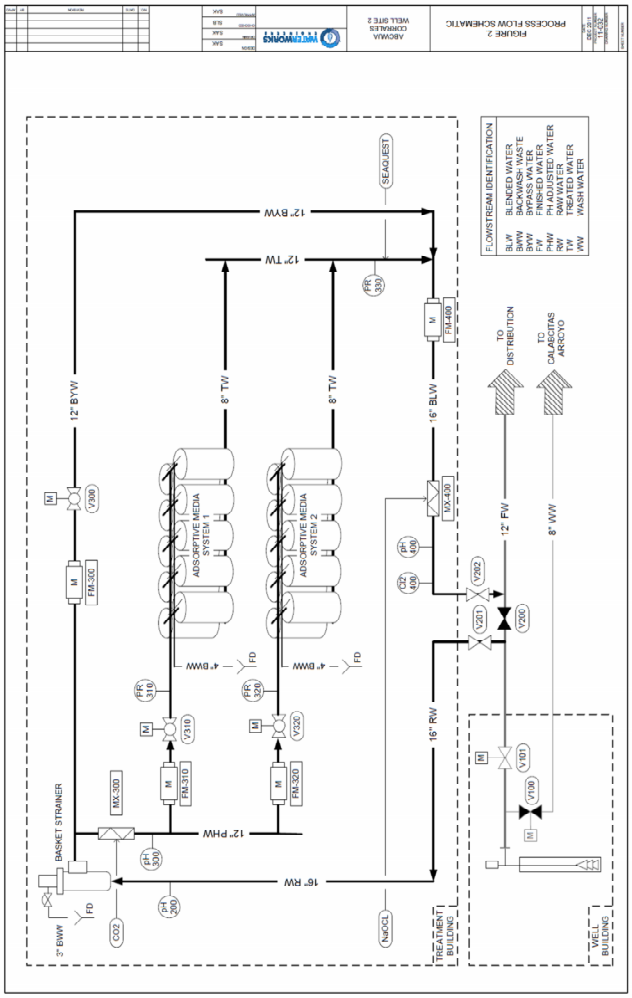
The Albuquerque Bernalillo County Water Utility Authority (ABCWUA) owns and operates Well 2 & 3, both of which have arsenic in exceedance of the regulatory limit of 10 µg/L. Corrales Well 2 (3000-gpm) currently has no treatment system, while Corrales Well 3 (2000-gpm) has a treatment system which is in need of upgrade. Three project alternatives were examined:

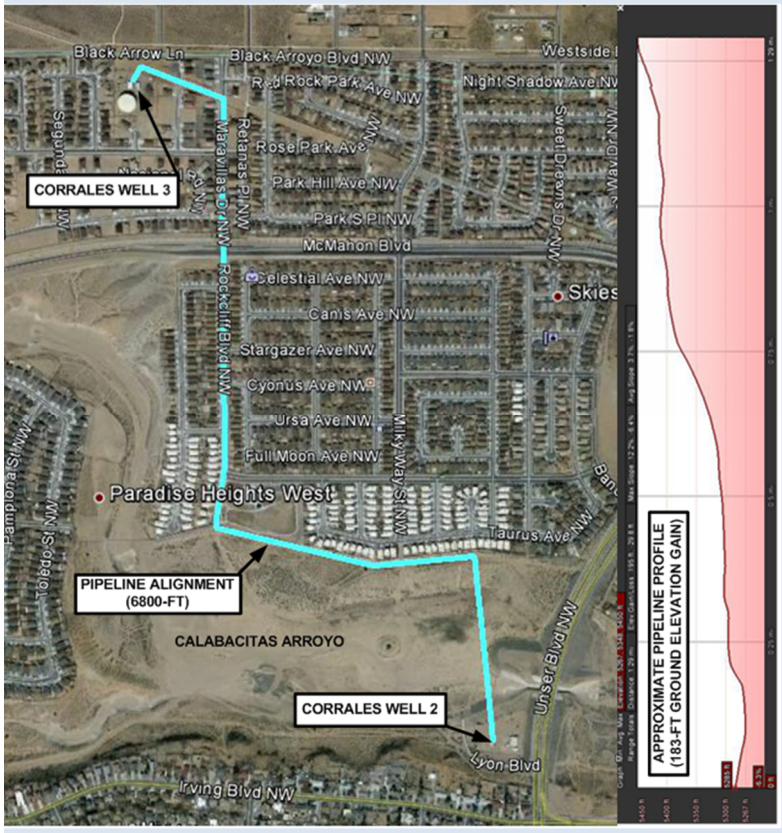
Alternative 1: Use Corrales Well 2 source water and relocate the treatment system at Corrales Well 3 to Well 2

Alternative 2: Use Corrales Well 3 source water and upgrade the treatment system at Corrales Well 3 in-place.

Alternative 3: Use the source water from Corrales Well 2 and pump it to Corrales Well 3, upgrade the treatment system at Corrales Well 3, and treat the Corrales Well 2 source water with the upgraded Corrales Well 3 treatment system at Corrales Well 3.

Water Works Engineers provided preliminary design analysis for all three alternatives, including facility assessments, process design, mechanical layouts, facility planning, site planning, pipeline route study, preliminary surge analysis, preliminary environmental and planning assessments, etc. Based on capital and net present worth cost estimates of operation and maintenance, as well as non-costs assessments of the alternatives, Alternative 3 was recommended.





NMWS PFAS Program: Elephant Butte Unit 5 & Unit 27 PFAS Treatment - Preliminary Engineering Services

Elephant Butte, New Mexico

Project Type

Water Treatment

Project Timeframe

August 2025 – October 2025

Project Cost

$59,481

Team Members

Mohsen Karbakhsh, Senior Engineer
Andrew Borgic, Senior Specialist Engineer
Rachel MacLean, Engineer
Celina Freeman, Engineer
Katrina Lee, Engineer

Project References

Wayne Lawson and Staci Avendano
rlawson@newmexicowater.com
savendano@calwater.com
(505) 864-2218

New Mexico Water Service Company (NMWS) contracted Water Works Engineers (WWE) to provide preliminary engineering services for the design of PFAS treatment facilities at two groundwater well sites: Elephant Butte Unit 5 and Unit 27. Each site currently includes groundwater supply wells with chlorine disinfection, water storage, and sewer access. Both wells are impacted by PFAS and one is impacted by arsenic, and fluoride, requiring treatment upgrades to ensure compliance with current and anticipated regulatory standards.

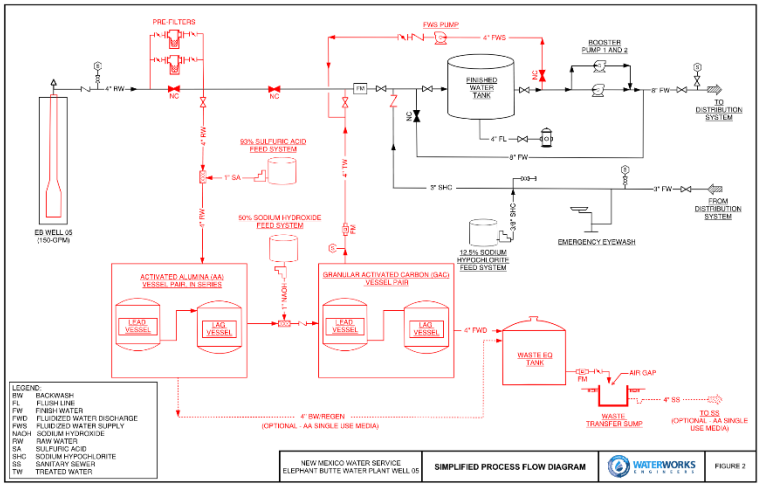
WWE's scope includes project management, preliminary design support, and the preparation of Basis of Design Reports (BODRs) for both sites. The BODRs define treatment approaches, process layouts, equipment sizing, environmental constraints, permitting pathways, and preliminary cost estimates.

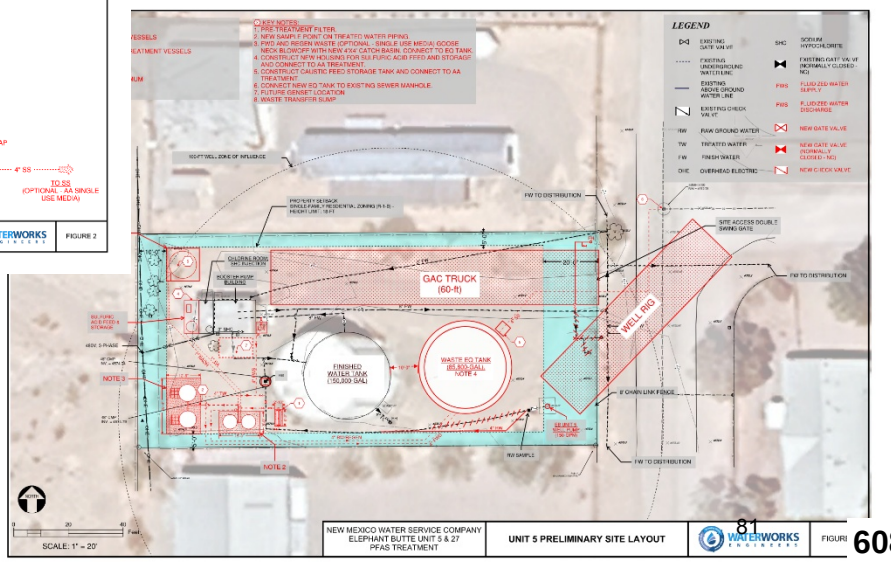
For Unit 5, WWE is evaluating an Activated Alumina (AA) system for arsenic and fluoride removal paired with a Granular Activated Carbon (GAC) system for PFAS removal. For Unit 27, a GAC treatment system is proposed for PFAS removal. Both systems will include supporting improvements such as equipment pads, yard piping, process valves, and electrical upgrades as required.

The project also incorporates geotechnical services to assess subsurface conditions and provide design recommendations related to foundations, soil conditions, drainage, seismic considerations, and corrosivity.

Throughout the project, WWE is leading coordination with NMWS staff through kickoff meetings, review workshops, and progress reporting. Deliverables include draft and final BODRs, 30% design site plans, and opinions of probable construction cost.

This work represents Phase 1 of a multi-phase PFAS program for NMWS, with future phases expected to advance the final design, bidding, and construction of the recommended treatment facilities.





New Mexico Water Service Company
On-Call Professional Engineering Services
Rio Del Oro Sanitary Sewer Master Plan

Rio Communities, New Mexico

Project Type

Wastewater Treatment

Design and Construction Services

Project Timeframe

2025-2026

Project Cost

$420k

Team Members

Rob Bryant, Principal in Charge
Mohsen Karbakhsh, Project manager
David Kopchynski, Sr. Project Engineer
Celina Freeman, Associate Engineer

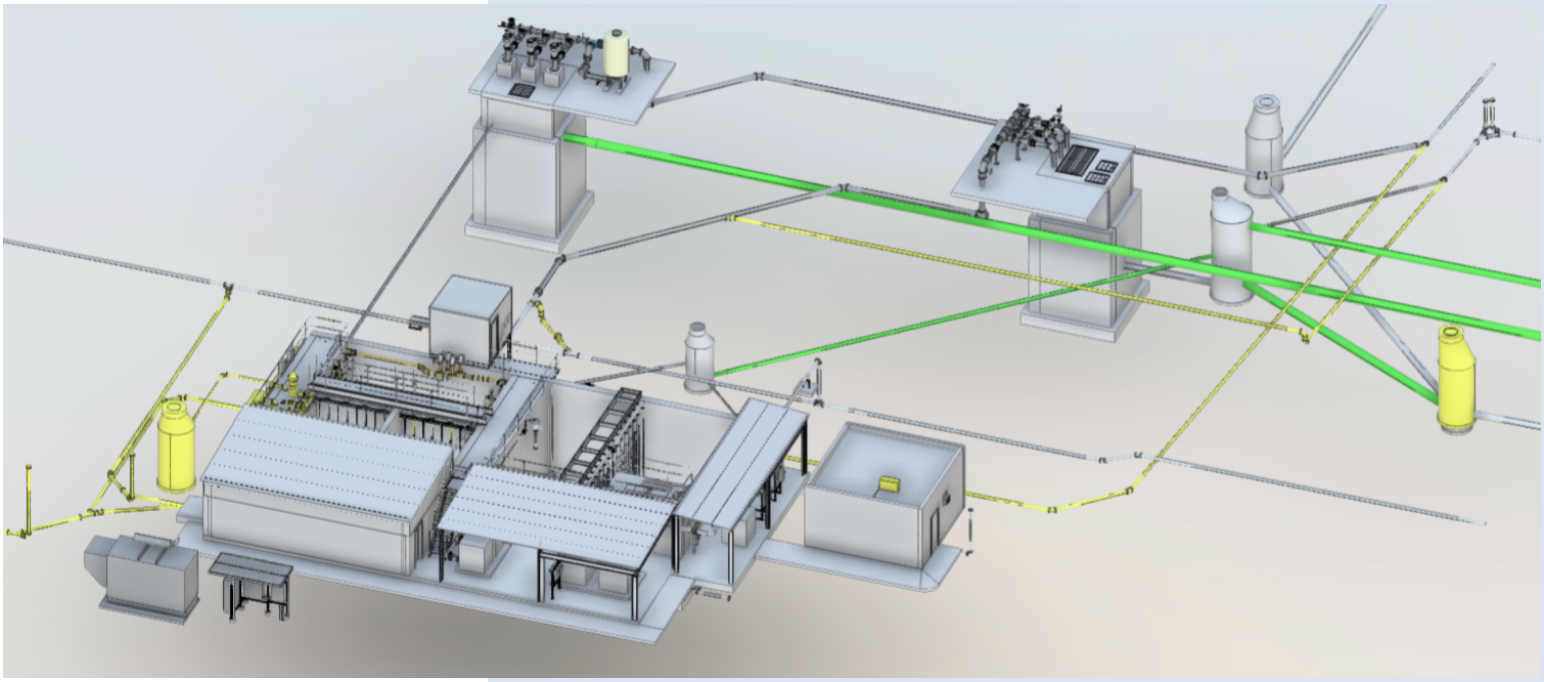
Project References

Dale Tafoya, Wastewater Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
dtafoya@newmexicowater.com
(505) 864-2218

Water Works Engineers (Water Works) is under contract with the New Mexico Water Service Company (NMWS), to provide design services for the Phase 1 expansion of the Rio Del Oro (RDO) Membrane Bioreactor (MBR) Wastewater Treatment Plant (WWTP). In 2024, Water Works developed a Sanitary Sewer Master Plan for the RDO collection and treatment system. This Master Plan outlined three expansion phases, to accommodate the projected upstream growth.

Water Works is in the process of developing final design documents to accommodate the Phase 1 expansions. This phase included geotechnical investigation, topographic and boundary survey services, hydraulic and process modeling, base floodplain assessments, and developing design criteria for the Phase 1 expansion. Below is a list of phase 1 services:

- Installation of a new influent pump station
- Improvement of the existing influent screens
- Improvement of the existing aeration basin, diffusers, and blowers
- Recommissioning of the existing anoxic basins
- Improvement of the existing MBR cases and discharge piping via owner selected vendor and installer
- Installation of a new effluent pump station and transient measures
- Yard piping and emergency overflow improvements
- NPDES and DP permit renewals and modifications



New Mexico Water Service Company
On-Call Professional Engineering Services
Meadow Lake High Mesa Water Intertie

Meadow Lake, New Mexico

Project Type

Water Distribution

Design

Project Timeframe

2023-2024

Project Cost

$92k

Team Members

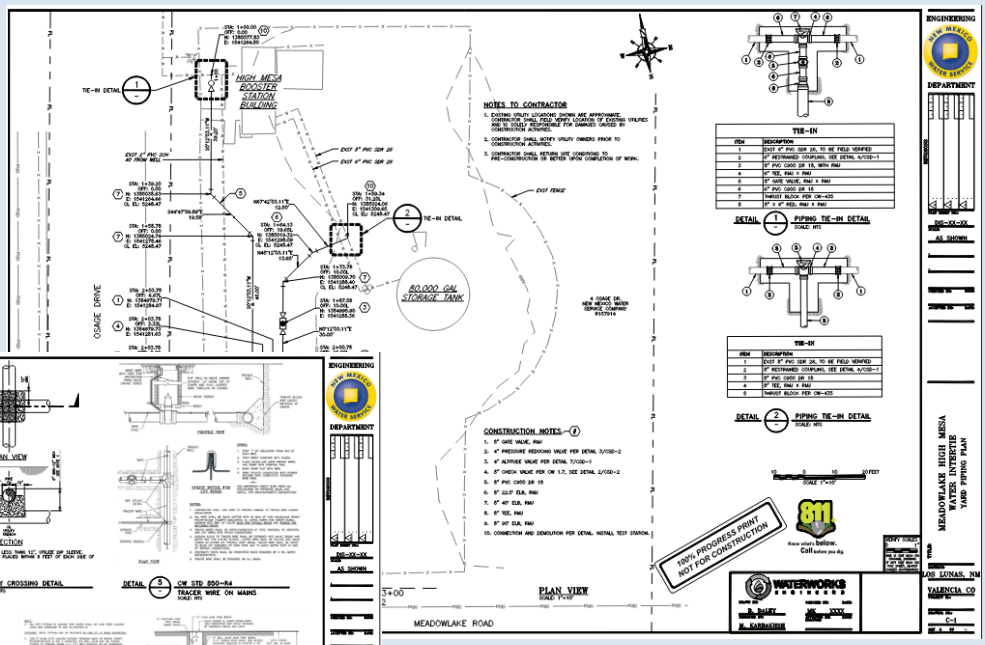
Mike Fisher, Principal in Charge
Todd Kotey, Senior Project Engineer
Mohsen Karbakhsh, Project Engineer
Anthony Baltazar, Project Engineer
Celina Freeman, Associate Engineer

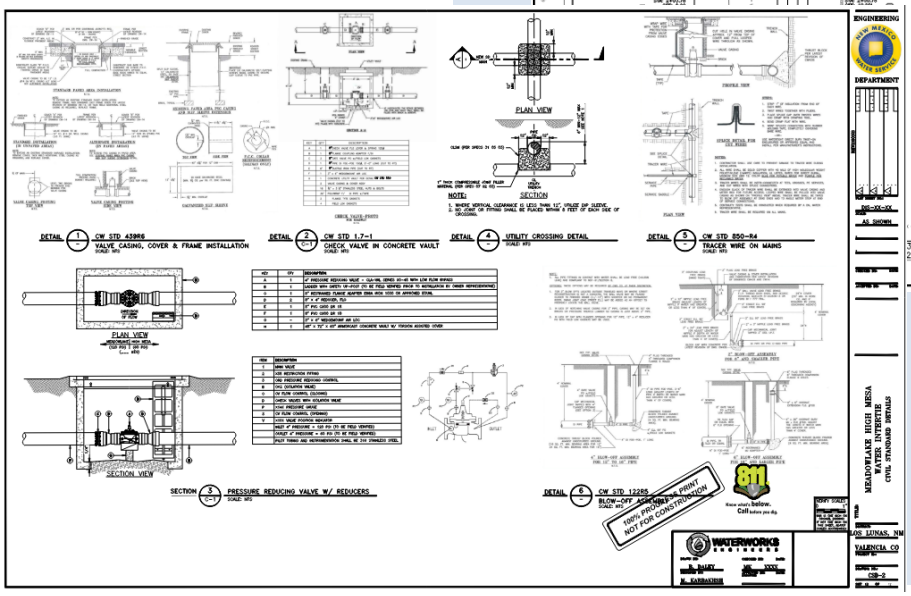
Project References

Ezekiel Esquibel, Water Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
(505) 453-8620

This project involves developing preliminary and final design services for construction of a two mile long 8" PVC water line that connects the existing Meadow Lake distribution system to the High Mesa community. The existing Meadow Lake water system involves three groundwater wells, a 250 kgal welded steel storage tanks, three booster pumps, nine pressure reducing valves, and about 886 service connections. High Mesa water distribution system includes a well, an 80-kgal tank, three booster pumps, and about 108 service connections. Water Works was hired to develop hydraulic calculations and construction documents to provide primary water source from the Meadow Lake system to the High Mesa water system. Services included, topographic survey, hydraulic modeling, preliminary design, final design, construction documents.

Water Works developed hydraulic calculations using AFT Fathom, to find the optimum tie-in location within the Meadow Lake distribution system, to bring primary water source to the High Mesa well site. Upon completion of the hydraulic assessment, the tie-in was designed to feed the existing High Mesa Tank, or directly feed High Mesa distribution on the booster discharge side. Water Works also design appliable appurtenances including Pressure Reducing Valve (PRV), Altitude Valve (ALV), as well as Check Valves (CKV), to ensure robust operation of the tie-in system.





New Mexico Water Service Company
On-Call Professional Engineering Services
Industrial Park Hydraulic Assessment

Rio Communities, New Mexico

Project Type

Water Distribution

Planning

Project Timeframe

2023-2024

Project Cost

$16k

Team Members

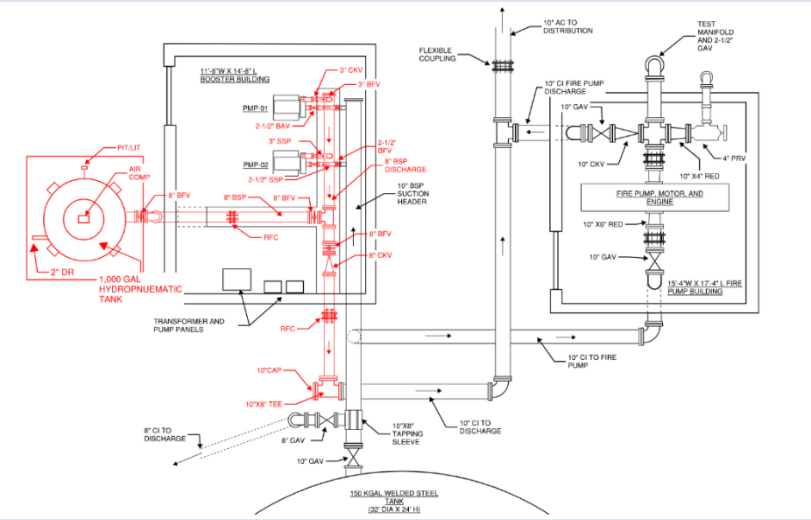
Mike Fisher, Principal in Charge
Todd Kotey, Senior Project Engineer
Mohsen Karbakhsh, Project Engineer
Celina Freeman, Associate Engineer

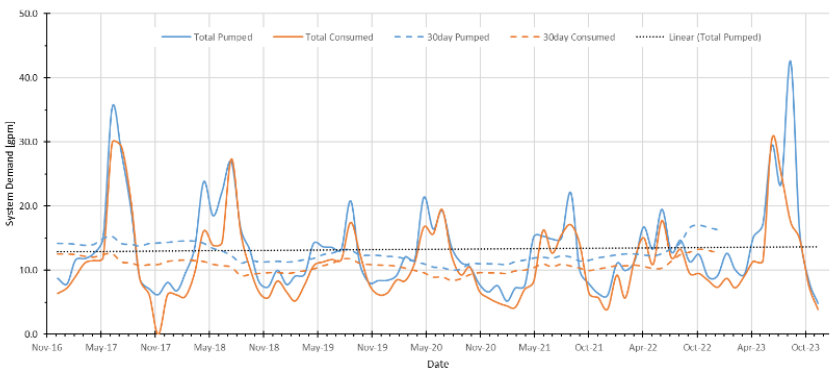
Project References

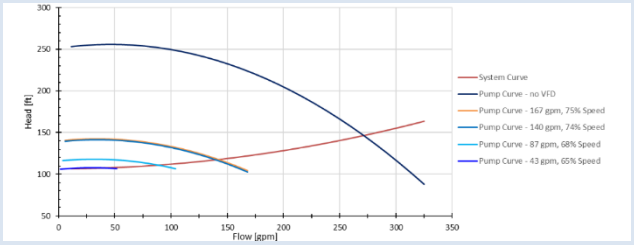
Ezekiel Esquibel, Water Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
(505) 453-8620

This project involved developing hydraulic evaluation of the existing Industrial Park well and booster station. The existing Industrial Park involves a groundwater well, a 250 kgal welded steel storage tanks, two booster pumps, 2,000 pressure tank, and 12 industrial connections. Water Works was hired to develop hydraulic modeling of the existing, calibrate the model, and use the model to evaluate operational conditions of the existing booster pumps and pressure tank. The main objective of the study was to provide engineering recommendations to remove and replace the existing 2,000-gal pressure tank with a smaller tank and Variable Frequency Drive (VFD) pump operations.

Water Works developed hydraulic calculations using AFT Fathom and calibrated the hydraulic model using available data. Once model was calibrated, the existing pups were modeled and found to be short cycling. To enhance the operation and life service of the pump, Water Works recommended replacing the non-operational pressure tank with a new hydropneumatic tank and VFD controls.







New Mexico Water Service Company
On-Call Professional Engineering Services
Rio Del Oro Sanitary Sewer Master Plan

Rio Communities, New Mexico

Project Type

Wastewater Collection

Wastewater Treatment

Planning

Project Timeframe

2023-2024

Project Cost

$70k

Team Members

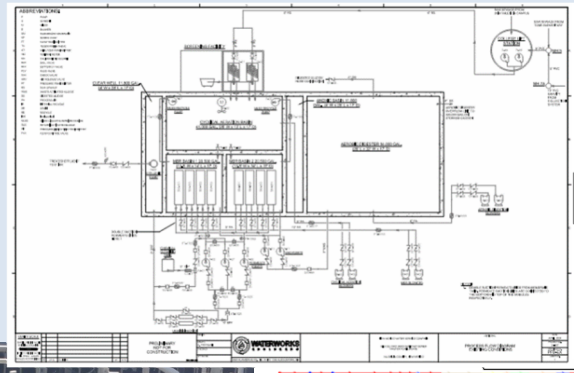
Mike Fisher, Principal in Charge
Mohsen Karbakhsh, Project Engineer
Tim Lewis, Project Engineer
Anthony Baltazar, Project Engineer
Celina Freeman, Associate Engineer

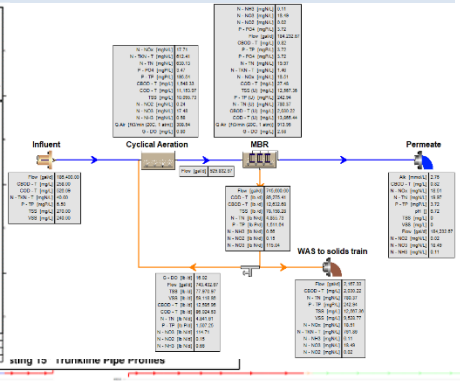
Project References

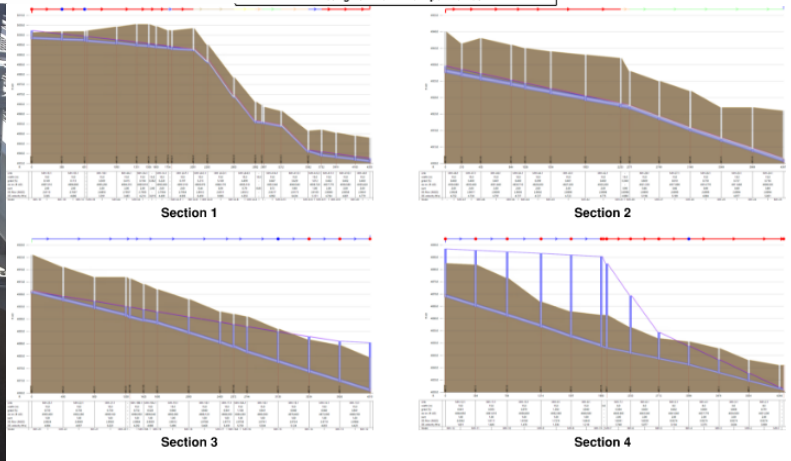
Bobby Towle, Wastewater Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
(505) 864-2218

This 2023 project involves developing a sanitary sewer master plan update for the Rio Del Ord (RDO) sanitary sewer collection and treatment plant. The existing RDO sanitary sewer collection system involves about 1,500 Equivalent Dwelling Units (EDUs), four schools, a University of New Mexico (UNM) campus, 4 miles of gravity collection, 7 miles of forcemain, and 7 lift stations. The RDO Wastewater Treatment Plant (WWTP) is a 0.2 MGD Membrane Bioreactor (MBR) that is reaching its capacity.

Water Works has evaluated the existing collection system capacity using InfoWorks ICM for existing, near term (2030), and build out conditions. In addition, as part of this master plan the WWTP was evaluated with respect to hydraulic capacity and process capabilities (BioWin) to meet existing, near term, and buildout conditions. Recommended engineering improvements and cost associated with these improvements were presented in an updated master plan document.







New Mexico Water Service Company
Rio Del Oro WWTP

Los Lunas, NM

Project Type
Wastewater Treatment

Project Timeframe
Designs: February 2014 – Oct 2014

Project Construction Cost
Preliminary Estimate: $100K

Team Members
Sami Kader, Principal in Charge
Scott Buecker, Project Manager and Sr. Project Engineer
Rebecca Tabor, Project Engineer

Project Reference
Bobby Towle, Wastewater Operations Supervisor
NM Water Service Company
401 Homer St.
Belen, NM 87002
(505) 864-2218

New Mexico Water Service Company (NMWSC) owns and operates the Rio Del Oro wastewater treatment plant (WWTP) in Los Lunas, New Mexico. The WWTP is a membrane bioreactor (MBR) plant with fine screening, pre-aeration, membrane filtration, UV disinfection and an aerobic digester.

NMWSC is permitted to discharge up to 300,000 gallons per day of Class 1A Reuse Water. However, not all of the effluent from the WWTP can be reused, and surface discharge requires that the effluent contain less than 10 mg/L total nitrogen. The WWTP has been unable to reliably comply with this limit.

NMWSC contracted with Water Works Engineers to evaluate the WWTP in order to determine potential causes of the high total nitrogen effluent events, and to develop some potential solutions. Upon review of WWTP performance data, it became apparent that the WWTP was not achieving consistent nitrification. In the short-term, Water Works recommended reduction of anoxic cycle times, in order to determine if the WWTP is capable of achieving full nitrification. The WWTP was able to fully nitrify, but during this process it became clear that the existing coarse bubble diffuser system is not capable of transferring enough oxygen into the mixed liquor to provide nitrification during the aerobic cycles of the anoxic-aerobic cycling that is necessary to achieve less than 10 mg/L total nitrogen in the effluent.

In the short-term, Water Works has recommended that the operations staff reduce the internal mixed liquor recycle ratio from 8Q to 4Q, and that the existing extremely inefficient coarse bubble diffuser system be replaced with a fine bubble diffuser system. Water

Works assisted NMWSC with procurement of a fine bubble diffuser system from Schreiber LLC, which will be installed in November of 2014.

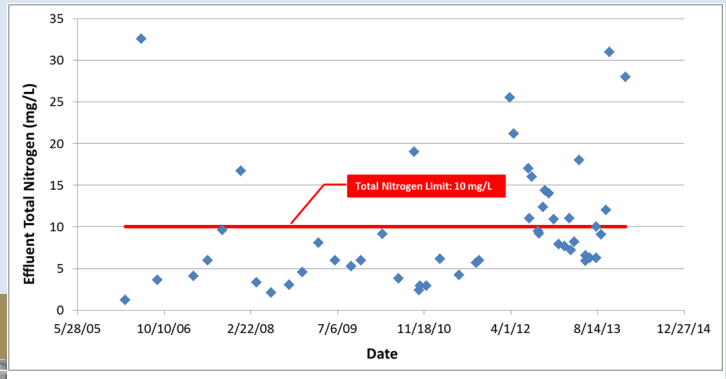


Figure 9. Rio Del Oro WWTP Historical Permeate/Effluent Total Nitrogen

City of Deming
Wastewater Effluent Compliance

Deming, New Mexico

Project Type
Wastewater Treatment

Compliance

Project Timeframe
2024-present

Project Cost
$18k

Team Members
Rob Bryant, Principal in Charge
Mohsen Karbakhsh, Project manager
Celina Freeman, Associate Engineer

Project References
David McSherry
Public Works Director
1275 E. Pine Street
Deming NM 88030
dmcsherry@cityofdeming.org
(575) 546-8848

Water Works has been providing as needed process, hydraulic, and compliance support services to the City of Deming for operation and improvement of the existing 1.4 MGD wastewater treatment facility and the upstream collection system. Services include:

- Site visits
- Process recommendations
- Disinfection and compliance recommendations
- NMED Discharge Permit renewal
- Sludge disposal and monitoring recommendation
- NMED compliance coordination

City of Surprise, AZ
West Deer Valley Water Group
Master Plan – Ongoing Support

Surprise, AZ

Project Type
Water Master Planning and Detailed Design

Project Timeframe
March-June 2020

Project Cost
$1,042,000

Design: $770,000

Master Planning: $117,000

Const Admin: $155,000

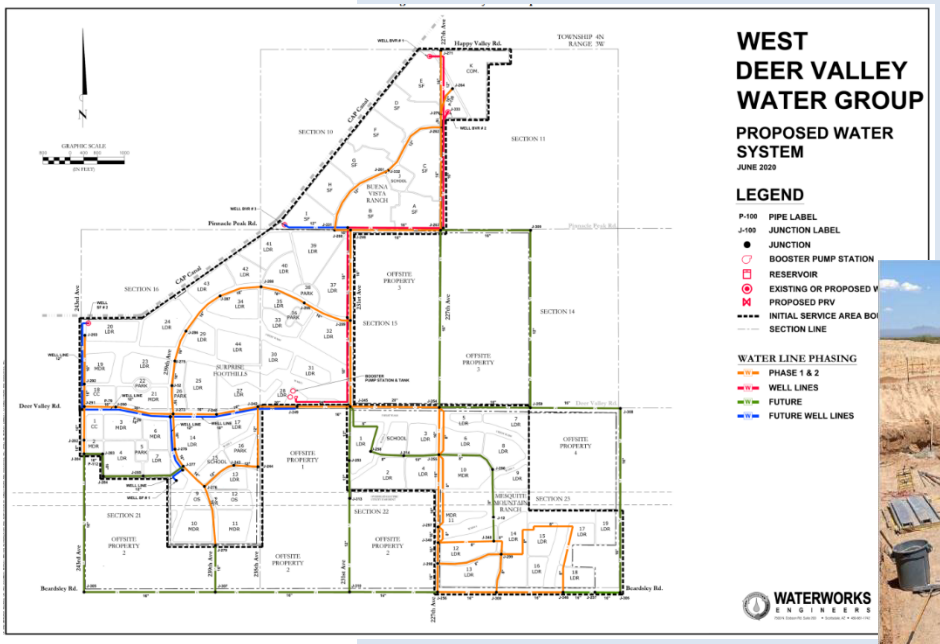
Team Members
Rob Bryant, Principal-in-Charge
Michael Jermaine, Project Engineer

Abel Ramarui, Project Engineer

Project References
Michael Boule
michael.boule@surpriseaz.gov
623-670-0281

WaterWorks was hired in 2008 to conduct water system master planning and first phase design and construction administration services for a water facility and two remote well sites for three master planned communities in west Surprise, AZ. The total land area contained within this master plan was 3,800 acres. These developments comprised largely of residential, commercial, and light industrial land uses. Overall, more than 11,000 equivalent dwelling units were considered in the master planning of this area. After several revisions to the conceptual design, new City standards, changes in the development and a changing ownership group, construction of the facilities started in 2022 and reach substantial completion in July 2023.

The master plan addressed the pumping, treatment, storage and distribution of the potable water for this area. It also included extensive involvement in the development agreement process, City/Developer partnering and frequent updates as new developments are proposed in what was called “offsite” service areas. These areas were included in the planning of the service area but were undefined at the onset of the project. WaterWorks has also been retained to manage the cost allocation of the facilities and absorption as new/additional developments request water from this developer group.



City of Surprise Special Planning Areas (SPAs) 1-5 Master Planning

Surprise, AZ

Project Type

Wastewater/ Water Planning, Design, and Construction Administration

Project Timeframe

June 2020- March 2021

Project Cost

$86K

Team Members

John Matta, Principal/Project Manager
Abel Ramarui, Project Engineer

Project References

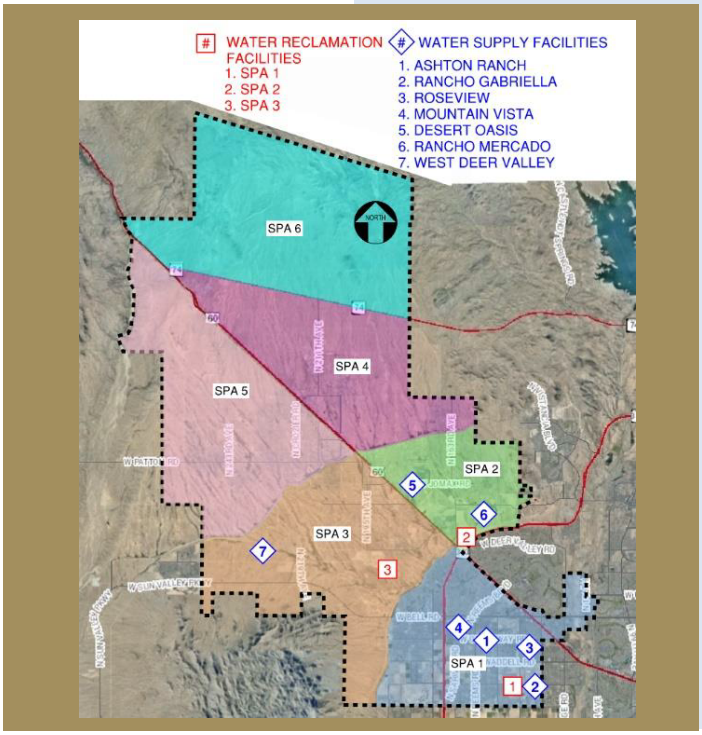
Michael Boule
16000 N. Civic Center Plaza
Surprise, AZ 85374
623-222-7040

The City of Surprise (City) is a growing community with population expected to reach 400,000 by 2030 within the planning area shown below. To prepare for this, the City has been updating Integrated Water Master Plans with Water Resources and Water Infrastructure components. The City planned its water systems that extends over 299 square miles into six special planning areas (SPAs) - SPA 1 through SPA 6.

WaterWorks has been assisting Surprise for the past 10 years and was selected to review the original masterplan and optimize it, coordinate with private developers to incorporate their needs into the plan and assist in developing adaptive and flexible plans to maximize the synergy between the City budget and the developers impact fees. WaterWorks' involvement in each SPA included the following:

Water Systems: WaterWorks assisted the City in coordinating the needs of over 10 developers and the City's previous commitments at SPAs 2, 3, 4, 5 and 6. WaterWorks reviewed the masterplans developed and devised a plan that updates the water demands and consolidated water facilities (wells, storage, treatment, and pumping systems) to reduce costs and provide better financial planning for future facilities. WaterWorks also updated the pressure zone limits and transmission line connections to enhance system redundancies.

Based on the revised plan, WaterWorks designed additional wells and water facilities (storage, treatment, pumping) to accommodate the increased planned developments in the City of Surprise.



Wastewater and Reclaimed Water Systems: WaterWorks devised an expansion plan for the 14 mgd SPA 1 reclamation plant and is in the process of designing a system that augments the treatment capacity of the newer structures and abandons old facilities while increasing the treatment capacity to 16 mgd. For SPA 2 and 3 WRFs, WaterWorks completed a condition assessment report and developed recommendations for upgrades before the City takes over the plant from the private developer. This plan included the design of recharge basins.

Leucadia Wastewater District

Project Reference
Robin Morishita, P.E. (760) 753-0155 x 3007
1960 La Costa Avenue, Carlsbad, CA 92009

LEUCADIA WASTEWATER DISTRICT | LEADERS IN ENVIRONMENTAL PROTECTION

Project Type: Pipeline Rehab
Timeframe: 2022-Ongoing
Eng. Fee: < $50K
Estimate: $552k
Actual: $440k
Construction: TBD

Gravity Sewer Main CIPP Rehabilitation (On-Call)

Water Works Engineers is providing design of the Cured-in-place-pipe (CIPP) rehabilitation of 34 separate 6" through 12" sewer gravity mains in Carlsbad and Encinitas totaling approximately 8300LF. Ten of the segments are located in very steep and inaccessible "backyard" easements that require manual installation. Alternate

Project Type: Pump Station
Timeframe: 2022-Ongoing
Eng. Fee: < $50K

Batiquitos PS Emergency Storage Condition Assessment (On-Call)

Water Works Engineers and V&A Engineers is conducting a condition assessment of a large sewer overflow structure connected to the wet well of the Batiquitos Pump Station. The structure has experienced significant H2S induced concrete spalling/degradation that the District intends to rehabilitate as part of a future retrofit project. Likely improvements include stripping failed liner and loose concrete, troweling on a new cementitious surface to build back rebar coverage, and new coating.

Project Type: Pump Station
Timeframe: 2022-Ongoing
Eng. Fee : < $50k

Rancho Verde Pump Station (On Call)

Water Works Engineers is in preliminary design of the retrofit of the Rancho Verde Pump Station. Improvements will likely include new site grading, new chopper pumps, new wet well coatings, and new electrical and instrumentation improvements.

Water Reclamation Facility Offsite Pipelines and Pump Station Project

City of Morro Bay, CA

Reference: Greg Kwolek, 955 Shasta Avenue, Morro Bay, CA 93442, (805) 772-6564

Project Type
Wastewater Pipelines, Recycled Water Pipelines, Lift Stations, Lift Station Rehab, Injection and Extraction Wells

Timeframe
2017-ongoing

Engineering Fee: $2.7M
Estimate: $2.7M
Actual: $2.7M
Construction: $40M

Work Completed by WWE:
90%

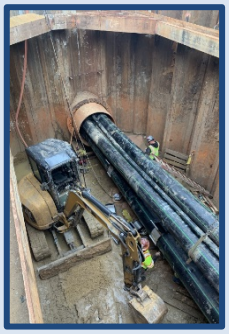
Water Works provided design and engineering services during construction City of Morro Bay Water Reclamation Facility Offsite Pipelines and Pump Station Project and Recycled Facilities Project.

The project included over 15 miles of 12" and 16" forcemains, 16" to 20" outfall pipelines, 8" recycled water pipeline, 4" fiber optic conduit, and water pipeline relocations. The project also includes a 115-LF elevated pipe bridge over Morro Creek, a 60" bore and jack crossing under Willow Camp Creek, and a 60" casing microtunnel crossing of the City's busiest traffic circle intersection. The selected alignment includes multiple parallel and transverse Caltrans encroachment permitting for Highway 1. Water Works provided assistance with all permitting and right-of-way, encroachment and easement procurement.

The project also included design of one 6 MGD / 50-ft TDH / 60HP and one 8 MGD / 280-ft TDH / 250-HP triplex wet pit submersible pump stations. Site improvements included 30' deep wet wells with emergency overflow capacity; MCC, SCADA, and electrical building with restroom amenities; outdoor sound attenuated diesel driven emergency generator; odor control; and by-pass pumping connections. The work also includes the retrofit of two existing sewer lift stations and realigning the forcemains.

The work also includes the ongoing design of 4 injection wells, 2 new extraction wells, and the retrofit of 3 existing extraction wells for the City's new recycled water facility program which will utilize the indirect potable reuse purified water from the WRF project.

This project was completed on schedule and within budget.



South Placer Municipal Utility District

Project Reference
Eric Nielsen, P.E. (916) 786-8522
5807 Springview Drive
Rocklin, CA 95677

Loomis Diversion Line

Project Type
Sewer Trunk Line, On-Call

Timeframe
2015-2018

Eng. Fee
$300K

Water Works Engineers provided final design, environmental permitting (CDFW 1602 permits), right-of-way, temporary and permanent easement procurement, and construction phase services oversight for:

- 7,250-LF of 15" & 18" gravity sewer from Loomis to Rocklin, CA
- 2x trenchless crossings (ABJ and PT ABJ) across Caltrans I-80

The work included sensitive environmental crossings; coordination with developers, the Town, County, and significant public outreach and consensus building with residents affected by alignment. Significant hard rock excavation was implemented (via blasting).

Foothill Trunk Replacement

Project Type
Sewer Gravity Main, On-Call

Timeframe
2014-2019

Eng. Fee
$300K

Water Works Engineers provided final design, environmental permitting (USACE 401 &RWQCB 404 & CDFW 1602 permits) right-of-way, temporary and permanent easement procurement, and construction phase services oversight for the replacement and realignment of:

- 2,275-LF 24" gravity sewer in Rocklin, CA

The project included work across wetlands and sensitive environmental areas, and required significant public outreach and easement procurement. Extensive hard rock excavation was implemented using a rock trencher.

City of Folsom, On-Call Projects

Project Reference
Vaughn Fleischbein, 50 Natoma Street
Folsom California, 95630, (916) 461-6165

Citywide Water and Wastewater Infrastructure Rehab / Replacement

Project Type: Pipeline Replacement (ongoing)

Timeframe: 2009-Ongoing
Eng. Fee: >$800K (total)

Water Works Engineers provided and continues to provide preliminary engineering, design, and construction administration services for the City's ongoing proactive water distribution and wastewater collection system pipeline rehabilitation and replacement program (most recent project completed in 2022). The work has also included including manholes, cleanouts, sewer laterals, water services and meters, back-flow preventers, fire hydrants, and water quality sampling stations. The work also included retrofits to existing sewer lift stations.

Folsom Plan Area Engineering Services

Project Type: Pipeline, Pump Station, Lift Station, Modeling
Timeframe: 2016-2017
Eng. Fee: > $500K

Water Works Engineers provided design and engineering services for a sewer lift station and forcemain, water booster pump station, and hydraulic modeling for the upstream collection system. The sewer lift station incorporates a self-cleaning trench style wetwell design, and the water booster pump station includes custom architectural features due to its proximity to HWY 50 and high visibility.

Sewer Collection System Hydraulic Model

Project Type: Hydraulic Modeling & Master Plan
Timeframe: 2016-2018
Eng. Fee: $250K

Water Works Engineers completed a comprehensive update to the City's sewer collection system GIS, including updates based on recent capital improvement projects and systematic data quality control procedures. Water Works then ran and calibrated the hydraulic model, identified system capacity deficiencies, and developed a capital improvement program to address the deficiencies for current conditions and future growth.

Water Meter Database and User Interface

Project Type: O&M
Timeframe: 2016-2017
Eng. Fee: $250K

Water Works Engineers assisted with implementation of the City Water Meter Replacement Program, including development of a customized meter read database to locally host the City's data. WWE is "on-call" to implement additional custom improvements requested by Staff as needed.

Folsom Blvd. Sewer Trunk Relief Line

Project Type: Sewer Trunk
Timeframe: 2019-Ongoing
Eng. Fee: $300K

Water Works Engineers is providing design and construction administration services for 5,000-LF of parallel relief pipeline for the Folsom Blvd. 27" trunkline, which conveys over 1/3rd of the City's daily wastewater flows.

City of Roseville Environmental Utilities On-Call Services

Reference:
Dan Pruden, 1800 Booth Road
Roseville, CA 95678, 916 746 1891

Project Type: Pipeline, Lift Station
Timeframe: 2021-ongoing
Eng. Fee: ~$150K

Pump Station 26 Improvements

Water Works Engineers is providing engineering design services and construction phase services for the replacement of 2425-ft 8" gravity sewer main and retrofit of the existing duplex PS-26 sewer lift station.2

Project Type: Study, Pump Station Retrofit
Timeframe: 2017-2018
Eng. Fee: $30K

Odor Study

Water Works Engineers provided engineering services for the field assessment, analysis, and recommendations for modifications to the Roseville Pleasant Grove 72" Sewer Trunk and influent pump station to reduce odor, H2S, and pressure impacts.

Project Type: O&M & Planning
Timeframe: 2017-Ongoing
Eng. Fee: $80K

SSMP Audits, Master Plan Assessment, and Pipeline Improvements

Water Works Engineers provided engineering services and completed numerous SSMP audits, developed SOPs, and produced design recommendations for flow monitoring, splitter box modifications, and influent pump station modifications, and pipeline CIPP rehabilitation.

Project Type: Tank, Pump Station, Treatment
Timeframe: 2017-ongoing
Eng. Fee: $23M

West Side Tank and Pump Station Project

Water Works Engineers provided final Engineering Design Services and Construction Management Services for the City of Roseville's West Side Tank and Pump Station Project (Phase 2). The Project will provide additional water storage capacity and booster pumping to meet peak demands within the City's Pressure Zone 4 service area located within the western portion of the City. Using previously completed preliminary designs as a basis, Water Works Engineers completed final design drawings and specifications for the following new facilities:

- Two (2) 6 MGal AWWA D110 pre-stressed concrete water storage tanks
- 16.4 mgd booster pump station
- Emergency generator
- Hydropneumatic tank
- Bioretention stormwater treatment basins
- Ancillary mechanical, electrical, controls, instrumentation, SCADA and civil improvements
- Design-Build design and bid documents for new Crew Facility
- Water Works Engineers also served as the Design-Assist Consultant for the project and maintained the design intent throughout the design and construction, including the following phases:

Sanitary Sewer Rehabilitation Project

Project Type: Pipeline Replacement & Rehab
Timeframe: 2016-2018
Cost: $300K

Water Works Engineers provided design and construction phase services for the open cut replacement and trenchless rehabilitation (CIPP and Pipe Reaming/Bursting) for 5,500-LF of 8" through 12" sewer gravity mains in seven separate locations. Work included sensitive trenchless rehabilitation work 5 ft away from residences, and several feet under the SFPUC Hetch-Hetchy 9ft transmission mains.

CSA-7 Area Water Improvements

Project Type: Pipeline, Tank,
Timeframe: 2018-2022
Cost: $350K

Water Works Engineers provided design for replacement of 3000-LF raw water intake and and 11,000-LF FPVC 4" distribution pipes for a rural community in La Honda, and retrofit of a tank with seismic upgrades, a TTHM removal spray system, and retrofits to a treatment system and chemical storage. Work also included installing a new public water well.

SSMP Audit/Updates

Project Type: O&M/Planning
Timeframe: 2014-2019
Cost: $150K

Water Works Engineers audited, reviewed, and developed the County's Sanitary Sewer Management Plan (SSMP), O&M procedures, SOPs, and developed capital improvement projects for the collection system.

Sewer Collections System Condition Assessment Program

Project Type: O&M/Planning
Timeframe: 2014-ongoing
Cost: $250K

Water Works Engineers developed a condition assessment software for County staff to merge data from their FOG, O&M and SECAP programs into a combined capital improvement program that ensures expenditure of limited County capital project funds on the highest "risk of failure" assets.

City of Woodland, On Call

Project Reference

Chris Fong, 300 First Street, Woodland, CA 95695, (530) 661-5972

Spring Lake Pump Station

Project Type: Pump Station Retrofit
Timeframe: 2009-Ongoing
Cost: $80K

Water Works Engineers provided preliminary engineering design services for the assessment and design of electrical and mechanical improvements to the City's Spring Lake Pump Station. The work includes:

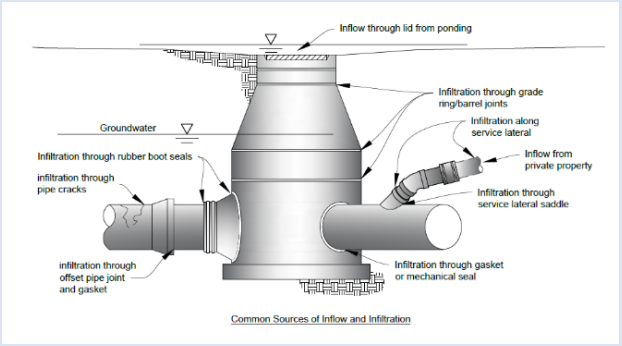
- New submersible pumps and mechanical piping
- New VFDs, switchboards, MCCs, and other electrical improvements
- Improvements to the upstream and downstream manholes

The intent is for the pump station to accommodate new flows from upstream developments related to the business park.

Hydraulic Model Updates

Project Type: Hydraulic Modeling, Master Planning, O&M
Timeframe: 2011-2020
Cost: $250K (total)

Water Works Engineers completed multiple comprehensive update to the City's sewer collection system GIS, including updates based on recent capital improvement projects and systematic data quality control procedures. Water Works then ran and calibrated the hydraulic model, identified system capacity deficiencies, and developed a capital improvement program to address the deficiencies for current conditions and future growth.



Common Sources of Inflow and Infiltration

El Dorado Irrigation District

Project Reference
Jon Money, 2890 Mosquito Road
Placerville, CA 95667, (530) 642-4090

Project Type: Model and Master Plan
Timeframe: 2021-2022
Eng. Fee: $300K

Hydraulic Model and Master Plan

Water Works Engineers provided hydraulic modeling and master planning for the El Dorado Hills and Deer Creek collection and conveyance systems. The work includes:

- New InfoWorks ICM model
- Master Plan and CIP development

Project Type: Pipeline & Pump Stations
Timeframe: 2021-2022
Eng. Fee: $800K

Sly Park Intertie

Water Works Engineers is providing design of the replacement of an aged transmission main and two new booster pump stations near Pollock Pines. The work includes:

- 15,000-LF of 30" C-200 CMCL steel pipe across steep terrain
- New 15 cfs booster pump station
- Rehabilitated 3 cfs booster pump station
- New Caltrans Highway 50 crossing

Project Type: Pipeline Rehab
Timeframe: 2021-2022
Eng. Fee: < $50K

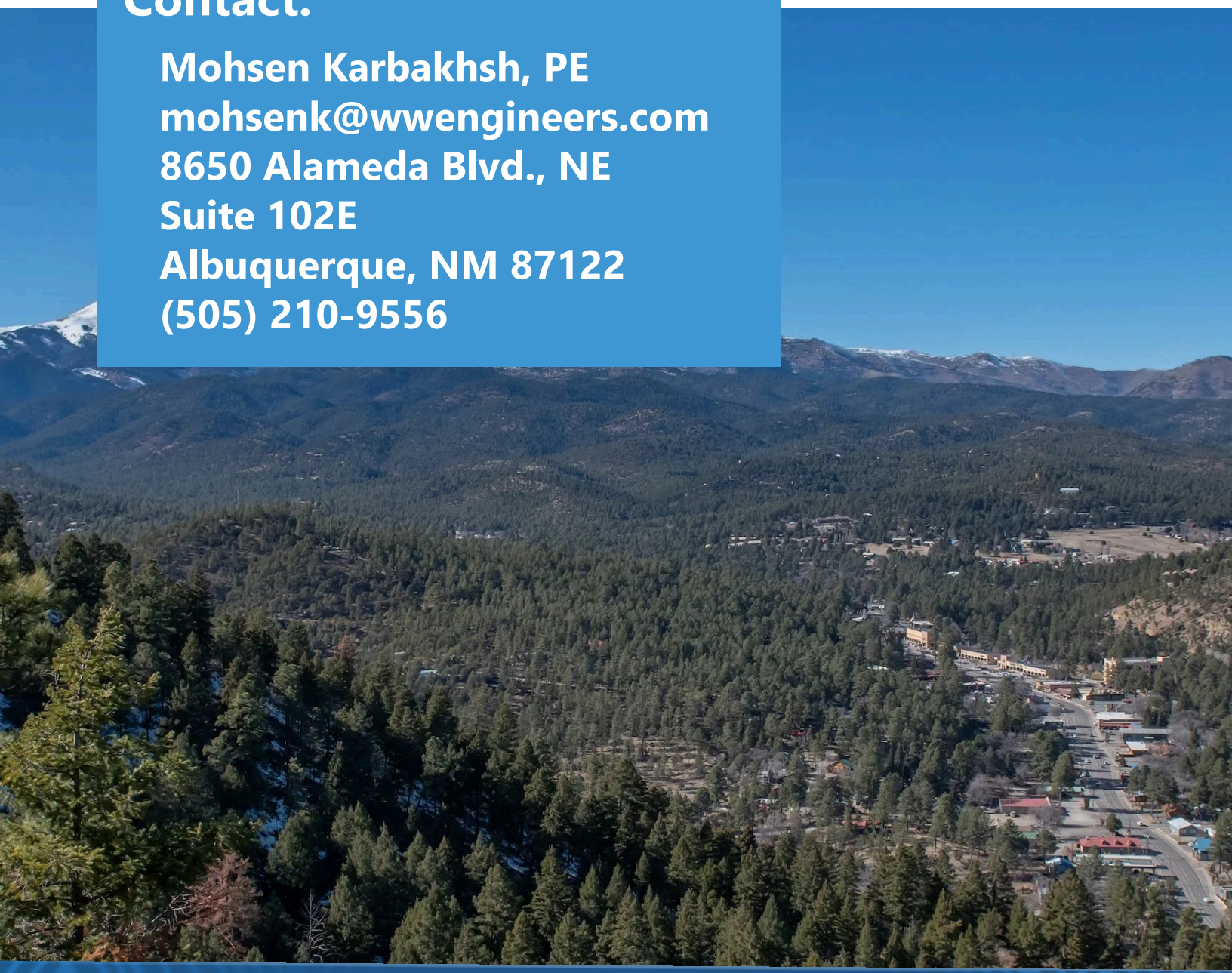
2022 Gravity Main CIPP

Water Works Engineers provided the design of cured-in-place-pipe (CIPP) rehabilitation of two dozen gravity sewer mains in poor condition. The work includes segments with very difficult access in remote, wooded, and hilly terrain.

WATERWORKS ENGINEERS

Contact:

Mohsen Karbakhsh, PE
mohsenk@wwengineers.com
8650 Alameda Blvd., NE
Suite 102E
Albuquerque, NM 87122
(505) 210-9556



WATERWORKS ENGINEERS

2026 Rate Sheet

Classification	Title	Hourly Rate
AA1	Administrative	$76.00
AA2	Senior Administrative	$98.00
E0	Jr Engineer / Jr Field Engineer	$109.00
E1	Staff Engineer	$120.00
E1A	Staff Engineer II	$142.00
E2	Associate Engineer	$153.00
E2A	Associate Engineer II	$164.00
E3	Project Engineer	$180.00
E3A	Project Engineer II	$197.00
E4	Senior Project Engineer	$213.00
E4A	Senior Project Engineer II	$240.00
E5	Principal Engineer	$257.00
E5A	Principal Engineer II	$284.00
I1	Field Inspector	$104.00
I2	Senior Inspector	$148.00
I3	Supervising Inspector	$164.00
T1	Drafter/Jr. Technician	$104.00
T2	Designer/Sr. Technician	$126.00
T3	Senior Designer	$148.00

Notes:

1. A markup of 10% will be applied to all project related Subconsultants, Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2026. A 3% increase will be added for any services performed in each year thereafter.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 15.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: November 10, 2025

Re: Approval of Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc.

Item Summary:

Approval of Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable and will be issued by task order which will come back to Council for budget approval.

Item Discussion:

The Village was conducting a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25.
Thirty-three (33) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Four (4) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, Headway Environmental and Souder, Miller & Associates

No addendums were issued.

Three (3) of the proposals received were very well prepared and met all requirements of procurement. Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, and Souder, Miller this

& Associates.

The Evaluation Committee recommends the award ofRFP#2026-003P Professional Engineering Services for Watershed Projects to Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, and Souder, Miller & Associates.

Recommendations:

To Approve Multi-Awards for RFP #2026-003P, Professional Engineering Services for Watershed Projects to Include Federal Guidelines to Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc.

ATTACHMENTS:
RFP #2026-003P Evaluation Comittee Report.pdf
RFP #2026-003P Evaluation Score Summary.pdf

EVALUATION COMMITTEE REPORT	
RFP TITLE	Professional Engineering Services for Watershed Projects
RFP NUMBER	2026-003P
DATE OF REPORT	10/28/2025
AUTHOR	Christy Coker
AUTHOR PHONE/EMAIL	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the evaluation committee process. The Evaluation Committee Report will be:

- written by the purchasing lead or designee,
- approved by the evaluation committee,
- signed by the evaluation committee,
- And become part of the procurement file.

Section 1. RFP SCOPE OF SERVICES

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Professional Engineering Services for Watershed Projects for the Village of Ruidoso.

The Village is conducting a multiple-award RFP. It is anticipated that award under this RFP will result in a Professional Services Contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix F of the RFP.

Section 2. SUMMARY OF RFP DEVELOPMENT PROCESS

Legal Ads were placed in three (3) newspapers: Ruidoso News, Roswell Daily Record and Albuquerque Journal on 9/25/25.

Thirty-three (33) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Four (4) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, Headway Environmental and Souder, Miller & Associates

No addendums were issued.

Proposal Submission Deadline was 10/17/2025 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Four (4) Proposals were received to be evaluated:

- Bohannan Huston, Inc,
- Cobb, Fendley & Associates, Inc,
- Headway Environmental,
- Souder, Miller & Associates

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- **Organizational Experience (25 points)**
  Offerors must provide a description of relevant corporate experience with federal, state, and local government and private sector. The experience of all proposed subconsultant must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of the services requested in the attached detailed scope of work. All similar experience provided in the private sector will also be considered. indicate how many similar projects that have been completed in the last five years.
- **Mandatory Specifications (25 points)**
  Offerors shall provide a summary of the project approach and a proposed schedule for completing the tasks listed in the Scope of Work (Appendix E). Offerors shall include brief resumes of the project personnel that will be assigned to this work for the project duration.
- **Desirable Specifications (30 points)**
  Offerors shall include a summary of their understanding of the scope of work, including addressing familiarity with the Village's unique needs
- **Proximity to and or Familiarity with the Area in which the Project is Located (20 points)**
  The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of water and sewer system improvements recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work
- **Current Volume of Work with the Contracting Agency Not 75% Complete (Minus 0 to 4 points)**
  This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

Offerors shall be scored on any project that has been previously awarded by the Village of Ruidoso and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project/Contract Listing Form" (see Appendix H) as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

Value of work not yet completed on projects that are not 75% Complete (Contract Balance Amount*) Points to be deducted for this item

$0 to $800,000 Minus 0 points
$800,001 to $1,334,000 Minus 1 point
$1,334,001 to $2,668,000 Minus 2 points
$2,668,001 to $4,000,000 Minus 3 points
$4,000.001 or more Minus 4 points maximum**

*Contract Balance Amount is defined as:
Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

**The maximum total point deduction by Phase (sum of all ongoing contracts) will be 4 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.

The Procurement Division will calculate points.

The evaluation committee determined that no oral presentations were needed.

Section 4. EVALUATION COMMITTEE MEMBERS	
Name	**Brief statement of expertise and who he/she represents**
Levi Beaty	Village of Ruidoso – Public Works
Adam Sanchez	Village of Ruidoso – Public Works Director
Jaquline Pena	Village of Ruidoso – Water Resource Manager
Judi Starkovich	Village of Ruidoso – Financial Director

Section 5. EVALUATION COMMITTEE MEETINGS (full and sub-committee meetings including orientation meeting, initial scoring meeting, oral presentations/demonstrations)		
Reason for Meeting	**Date of Meeting**	**Summary of Meeting**

Evaluation Committee Kick Off Meeting	10/17/25	Discussed Confidentiality Agreement and any conflicts of interest. Members were asked to sign the Confidentially Agreement. The proposals were handed out to each member. Discussed date and time of next meeting.
Evaluation Scoring Meeting	10/23/2025	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Three (3) of the proposals received were very well prepared and met all requirements of this procurement. Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, and Souder, Miller & Associates.

The Evaluation Committee recommends the award of RFP#2026-003P Professional Engineering Services for Watershed Projects to Bohannan Huston, Inc, Cobb, Fendley & Associates, Inc, and Souder, Miller & Associates.

Section 7. SIGNATURES

Name	Agree/Object (state objection)	Signature	Date
Levi Beaty	agree	Levi Beaty	10/28/25
Adam Sanchez	agree		10-28-25
Jaquline Pena	Agree	Jaqueline Pena	10-28-25
Judi Starkovich	Agree	Judi M Starkovich	10/28/25

EVALUATION SUMMARY TOTALS

RFP #2026-003P Professional Engineering Services for Watershed Projects

C. Technical Specifications

Firm Name	Firm Name	Firm Name	Firm Name
Bohannan Huston	**Cobb Fendley**	**Headway**	**Souder Miller**

1. Criteria 1

Possible Points 25	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Eval #1				
Eval #2				
Eval #3				
Eval #4				
Total Points Criteria 1	0	0	0	0
Average (4)	-	-	-	-

2. Criteria 2

Possible Points 25	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Eval #1				
Eval #2				
Eval #3				
Eval #4				
Total Points Criteria 2	0	0	0	0

633

	Firm Name	Firm Name	Firm Name	Firm Name
	Bohannan Huston	**Cobb Fendley**	**Headway**	**Souder Miller**
Average (4)	-	-	-	-

3. Criteria 3

Possible Points				
30	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Eval #1				
Eval #2				
Eval #3				
Eval #4				
Total Points Criteria 3	0	0	0	0
Average (4)	-	-	-	-

4. Criteria 4

Possible Points				
20	Points Awarded	Points Awarded	Points Awarded	Points Awarded
Eval #1				
Eval #2				
Eval #3				
Eval #4				
Total Points Criteria 4	0	0	0	0
Average (4)	-	-	-	-

Total Average All Criteria	-	-	-	-

4. Proximity to and or Familiarity with the Area in which the Project is Located The Offeror must identify its familiarity with the Village of Ruidoso and its understanding of the future needs of water and sewer system improvements recreation trail and pathway design and roadway design and construction. The Offeror should also indicate previous knowledge or experience regarding prior projects of a similar nature, and any current work	**20**				
5. Current Volume of Work with the Contracting Agency Not 75% Complete **See page 3**	**(Minus 0 to 4 points)**	**?**	**?**	**N/A**	**N/A**
C. Business Specifications					
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	Pass	Pass	Pass	Pass
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	Pass	Pass	Pass	Pass
3. Debarment Certification (Appendix F)	Pass/Fail	Pass	Pass	Pass	Pass
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	Pass	Pass	Pass	Pass
5. Current Volume of Work with the Contracting Agency (Appendix H)	Pass/Fail	Pass	Pass	Pass	Pass
5. New Mexico Resident Business Preference	8	8	8		**8**
6. New Mexico Resident Veterans Preference	10				
TOTAL POINTS:	**110**				

Purchasing Agent

Date

EVALUATION CRITERIA Summary Totals
10/23/2025 @ 11:30 AM

CRITERIA AND POINT VALUES FOR RFP #2026-003P Professional Engineering Services for Watershed Projects

OFFERORS: Proposal must address each of the following criteria. Each proposal may be awarded points up to the amount listed.

CRITERIA	Possible Points	Bohannan Huston	Cobb Fendley	Headway	Souder Miller
B. Technical Specifications					
1. Organizational Experience	25				
Offerors must: a) provide a description of relevant corporate experience with federal, state, and local government and private sector. The experience of all proposed subconsultant must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of the services requested in the attached detailed scope of work. All similar experience provided in the private sector will also be considered. b) indicate how many similar projects that have been completed in the last five years.					
2. Mandatory Specifications	25				
Offerors shall provide a summary of the project approach and a proposed schedule for completing the tasks listed in the Scope of Work (Appendix E). Offerors shall include brief resumes of the project personnel that will be assigned to this work for the project duration.					
3. Desirable Specifications	30				
Offerors shall include a summary of their understanding of the scope of work, including addressing familiarity with the Village's unique needs.					

1. Current Volume of Work with the Contracting Agency Not 75% Complete (Minus 0 to 4 points)

This section evaluates the volume of work previously done for the Village of Ruidoso which is not seventy-five percent complete with respect to basic professional design services or on-call services, with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring that the interest of the public in having available a substantial number of qualified businesses is protected; provided, however, that the principle of selection of the most highly qualified businesses is not violated.

Offerors shall be scored on any project that has been previously awarded by the Village of Ruidoso and is, on the date of the submittal, less than 75% complete. Information on the status of past project awards shall be included in the "Project/Contract Listing Form" (see Appendix H) as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

Value of work not yet completed on projects that are not 75% Complete (Contract Balance Amount*)	Points to be deducted for this item
$0 to $800,000	Minus 0 points
$800,001 to $1,334,000	Minus 1 point
$1,334,001 to $2,668,000	Minus 2 points
$2,668,001 to $4,000,000	Minus 3 points
$4,000.001 or more	Minus 4 points maximum**

*Contract Balance Amount is defined as:

a. Single Phase Contracts: Amount of contract including supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).
b. Multi-Phase Contracts: Amount of contract including all subsequent phases and supplemental agreements that have been negotiated and that are covered under a signed contract, minus all paid invoices, if any (per project).

**The maximum total point deduction by Phase (sum of all ongoing contracts) will be 4 points. Deduction points will be calculated on the date the proposals are due. The Offeror must invoice against ongoing contracts not less than five (5) business days prior to proposal due date to allow sufficient time for posting to Deduction Point listing.

The Procurement Division will calculate points.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 16.

To:

Presenter(s): Constance Tucker, Water Resource Director

Meeting Date: November 10, 2025

Re: Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.

Item Summary:

Approval of Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.

Financial Impact:

Compensation to be paid to the consultant based upon fixed prices for each deliverable and will be issued by Task Order which will come back to Council for budget approval.

Item Discussion:

Professional services to restore or enhance wetlands, streams, and riparian areas; implement storm water management, drainage improvements and infiltration techniques; improve aesthetics; and increase recreational opportunities in the Village of Ruidoso. Must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in watershed restoration planning, design, and construction oversight.

Recommendations:

To Approve Professional Service Agreements for Souder Miller and Associates, Inc., Cobb Fendley & Associates Inc., and Bohannan Huston Inc. for Professional Engineering Services for Watershed Projects to Included Federal Guidelines Awarded via RFP #2026-003P.

ATTACHMENTS:
RFP# 2026-003P Bohannan Huston Inc Contract - Complete.pdf
RFP# 2026-003P Cobb, Fendley & Associates, Inc. Contract - Complete.pdf
RFP# 2026-003P Souder, Miller & Associates Contract - Complete.pdf

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-003P Professional Engineering Services for Watershed Projects

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Bohannan Huston, Inc., hereinafter referred to as the "Consultant" 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	Bohannan Huston, Inc.
Department: Finance	Alandren Etlantus
ATTN: Procurement Manager	ATTN: Senior Vice President
Street: 313 Cree Meadows Drive	Street: 7500 Jefferson Street NE
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Alburquerque, NM 87109
Phone: 575-258-4343 Ext. 1082	Phone: 505-823-1000
Email: purchasing@ruidoso-nm.gov	Email: aetlantus@bhinc.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-003P Professional Engineering Services for Watershed Projects** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. <u>Scope of Work</u>.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. <u>Compensation.</u>

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Alandren Etlantus, Senior Vice President

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

_____
Lynn D. Crawford, Mayor

Date:_____

Bohannan Huston, Inc.

_____
Alandren Etlantus, Senior Vice President

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-003P
Professional Engineering Services for Watershed Projects

The Village of Ruidoso is seeking professional services to restore or enhance wetlands, streams, and riparian areas; implement storm water management, drainage improvements and infiltration techniques; improve aesthetics; and increase recreational opportunities in the Village of Ruidoso. Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in watershed restoration planning, design, and construction oversight. Certification as a Flood Plain Manager with the NM Association of Floodplain Mangers and experience with utilizing Natural Resources Conservation Service (NRCS) design standards as a Technical Service Provider is preferred. The Engineering firm selected through this RFP process will be responsible for planning, designing, surveying, bidding, and construction phase services for:

- wetland/stream/riparian improvements
- fish habitat structures
- erosion control structures (e.g., Zuni bowls and rock rundowns)
- infiltration structures such as bioretention basins and infiltration trenches
- xeriscaping and native plant landscaping
- recreational and educational trails and other amenities
- River gradient control structures and other engineered river structures to protect assets and other flood mitigation improvements
- Watershed improvements to reduce surface water impairment and/or eliminate impairment
- Disaster assessment, repairs, and mitigation through NRCS Emergency Watershed Protection Program, NM Department of Homeland Security and Emergency Management (NM DHSEM), and Federal Emergency Management Agency.
- all other associated project requirements.

Furthermore, the Engineering firm will be utilized in other projects to conduct reviews and provide professional opinions of site plans, construction plans, and projects that have impacts to drainage, surface waters, and wetlands and provide recommendation to mitigate impacts or improve the designs. The Engineering firm will also need to provide GIS shapefiles in the Village of Ruidoso's preferred datum for an structure that is put in.

Projects will be within Village of Ruidoso municipal limits, Village of Ruidoso owned properties outside of municipal limits, and Eagle Creek drainage. The engineer is expected to acquire or complete any necessary permitting, clearance, easements, environmental and cultural assessments, etc. Not all projects will be fully funded, and the engineer may be asked to assist with grant opportunities. All project work will be assigned to consultant(s) through Task Orders.

Bohannan Huston

VILLAGE OF RUIDOSO NEW MEXICO

Professional Engineering Services for

Watershed Projects

October 17, 2025

RFP: #2026-003P

Bohannan Huston
great people supporting great communities

New Mexico:
Albuquerque | Las Cruces
Colorado:
Denver | Grand Junction

800.877.5332
bhinc.com

October 17, 2025

Procurement Manager
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

Re: *Professional Engineering Services for Watershed Projects* (RFP #2026-003P)

With multiple wildfires and an unprecedented number of heavy rainfall events, the Village of Ruidoso has faced several challenging years with planning and implementing infrastructure improvements. Village staff have made a herculean effort to stay on top of the demands while conditions keep changing from one storm to the next.

Bohannan Huston, Inc., (BHI) has been proud to serve as one of Ruidoso's on-call engineering consultants to help the Village address its infrastructure needs, and we look forward to continuing to serve among your on-call providers as you work to develop watershed improvements in the coming years. The strengths of the BHI team as a Village partner include:

- Proven Responsiveness: BHI has prioritized communication and coordination with the Village on our current contracts. We understand the importance of timely communication in getting new task orders started and in keeping you well informed about the progress of other projects underway.
- Deep Resources: BHI has one of the deepest benches of watershed specialists in the state. With 21 staff in our Surface Water Group, including 5 Certified Floodplain Managers (CFMs), BHI has strong capacity to take on multiple task orders, both large and small, that help you mitigate recent natural disasters and plan for watershed improvements and resilient infrastructure to minimize future impact of these events.
- Local Stormwater Leaders: BHI staff are passionate about their work and maintain strong engagement with industry organizations like the Arid LID Coalition and the New Mexico Association of Floodplain Managers. This involvement provides insights into some of the latest advances in watershed management as well as exposure to outside perspectives on new and novel approaches.
- Village Commitment: BHI has developed professional relationships with the many villages, counties, towns, and cities of all sizes across the state. We have become reliable partners with our clients, and we have earned their trust by working with them through good times and hard times. As a home-grown firm, both our roots and our livelihoods are here in New Mexico. We are committed to serving our local communities, like Ruidoso, by providing dedicated service from a team you can trust.

Thank you for reading this proposal and considering the BHI team for this important contract. There are strong potential efficiencies in having us as your on-call consultant on multiple contracts, and we look forward to assisting the Village in additional capacities for the years ahead. If you have any questions about the BHI team, our expertise, or our past experience, please contact me directly: aetlantus@bhinc.com or 505.823.1000. BHI complies with all terms and conditions of the RFP, including regard New Mexico Employees Health Coverage.

Sincerely,

Alandren Etlantus, PE, CFM
Senior Vice President

1. Technical Proposal

A. SIGNED LETTER OF TRANSMITTAL (APPENDIX D)

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C. PROPOSAL SUMMARY

None.

D. RESPONSE TO CONTRACT TERMS AND CONDITIONS

BHI accepts the contract terms and conditions as is.

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

BHI has no additional terms and conditions.

F. RESPONSE TO SPECIFICATIONS

1. Organizational Experience

a) Relevant Corporate Experience and Expertise

Public- and Private-Sector Work

As a home-grown New Mexico business, for more than 66 years, BHI has been providing a full range of planning, design, and construction phase services to private- and public-sector clients around the state. The clients who turn to BHI to support their infrastructure needs have been the foundation of our firm's longstanding success since 1959. Within BHI's diverse company structure, our clients find complete, integrated services under one roof to plan, study, design, survey, map, and build whatever their communities need. This can include flood control facilities, regional transportation plans, subdivision and site designs, intersection and interchange layouts, areawide topographic surveys and mapping, minor and major bridge structures, water and wastewater utilities, construction management and materials testing, and much more.

We serve some of the region's most interesting clients, including public agencies who strive to maximize the value of our infrastructure dollars as well as private-sector entities who develop the places where we live, work, and play. BHI's clients work tirelessly to build the great communities we call home, and we are proud that our staff are right by their side, working together to do so.

Being a native New Mexican firm, BHI has had over 66 years to form professional relationships with the many smaller villages, towns, cities, and counties in the state, along with the large cities and various state agencies. We have committed the people and resources to become partners with many municipalities – places like Ruidoso, Belen, Roswell, Moriarty, Grants, Gallup, Hatch, Elephant Butte, Alamogordo, Otero County, Luna County – and earn their trust by working with them through good times and bad. We look forward to continuing to serve you on a regular basis through this on-call contract and demonstrating how you can keep counting on BHI as a preferred service provider.

"You're the people we trust to do the hard stuff."

At the heart of what BHI does are our people. We truly believe the 270+ staff who serve BHI's clients are some of the best in the business. When we ask clients why they work with BHI, year after year, the top three responses support this belief: quality of work, technical expertise, and long-term relationships. One comment from a current client summed it up best by saying, "You're the people we trust to do the hard stuff." Having the right people involved makes all the difference. When it comes down to it, who we are and what we do at BHI is simply this: great people *supporting* great communities.

Bohannan Huston

great people *supporting* great communities

Subconsultant Partners

For this contract with the Village, we have identified the following team members to provide specific expertise in support of projects for Ruidoso. BHI has years of successful project experience with each of these firms (several of them for the Village) and well-established trust and rapport. In addition, BHI has strong relationships and connections with many other specialty subconsultants, and if there are particular requirements for any given task order, BHI can bring on additional relevant expertise on short notice to meet the Village's needs.

pland COLLABORATIVE

Landscape Architecture

Pland Collaborative (formerly MRWM Landscape Architects) creates spaces that capture the imagination and stimulate the senses; include people of all ages, abilities, and interests; and provide opportunities for users to connect with nature. They measure the success of our built environment by its ability to solve the physical and environmental challenges of a site with simple and compelling solutions. Through the completion of over 5,000 projects, they have furthered the appreciation of landscape architecture and planning as a means of improving the environment and the quality of life in urban and rural settings throughout the region. Founded in 1973, Pland Collaborative's project types include parks, trails, streetscapes, recreational facilities, plazas, schools, play environments, campuses, medical facilities, cemeteries, and historic landscapes. Pland has experience working in Ruidoso and the surrounding area, giving them an understanding of the unique biome and ecoregions in Ruidoso and associated watersheds. Pland's recent projects in Ruidoso and the immediate vicinity include White Mountain Elementary School Playground (Ruidoso), Ruidoso Middle School Athletic Field & Site Improvements (Ruidoso), Smokey Bear Historical Park Framework Plan (Capitan), Fort Stanton Historic Site Cultural Landscape Report (Fort Stanton), and New Mexico State Veterans' Cemetery (Fort Stanton).

EPSILON Systems Solutions, Inc.

Environmental

Epsilon Systems is a certified resident New Mexico business with regional operations based out of Las Cruces. Epsilon specializes in providing high-quality environmental compliance services throughout the US since 1998. Brad Beacham has served as the manager of the Environmental Program for New Mexico since 2012. The firm's team of professional archaeologists, historians, architectural historians, biologists, National Environmental Policy Act (NEPA) specialists, and GIS personnel serves federal, state, municipal, and private project proponents throughout the state.

COZ Engineering, LLC

Geotechnical

COZ Engineering's founder, Dan Cosper, has 25+ years' experience providing geotechnical evaluation and reporting for projects, including municipal structures, commercial structures, schools, residential, industrial structures, pavement section design, rail track, refineries, railroad bridges, and highway bridges. He has performed investigations for wastewater treatment plants, including foundation design for clarifiers, digesters, and embankments and has evaluated slopes, borrow areas, and retaining walls. He has provided forensic engineering for structures that have experienced foundation movement due to soil issues and has provided remedial solutions. Dan has also performed quality assurance testing and project management on highways, railroads, bridges, large commercial and industrial structures, casinos, municipal water storage tanks, retaining walls, and lift stations.

CobbFendley

Subsurface Utility Exploration

In their 45-year history, CobbFendley has successfully completed thousands of SUE projects for their clients. The firm has provided SUE services all throughout New Mexico, working with clients and design consultant teams to assess and implement SUE strategies that eliminate utility conflicts and reduce costly construction delays. CobbFendley's utility coordination and design experts maintain existing contacts and working relationships with numerous local private utility companies and public agencies, and their staff is experienced in implementing city, county, state, and job specific utility coordination and design procedures. To accommodate project and schedule requirements, CobbFendley has professional engineers and surveyors with experience in SUE, utility design, and utility coordination.

Technical Expertise

Wetland, Stream, Riparian and Watershed Improvements

Watershed impairment due to natural and human activities and development can lead to undesirable conditions in downstream wetlands, streams, and riparian areas. BHI provides engineering planning and design solutions to reduce or eliminate these impairments. These solutions address watershed impairments by reducing peak runoff flows, reducing erosion and sediment transport, increasing infiltration and groundwater recharge, and improving water quality, among other things. BHI has also prepared studies and recommendations or designs for wetland, stream, and riparian improvements to address a variety of issues, including degraded habitat conditions, impacted public and private property and / or infrastructure, flood and fire recovery / mitigation, reduced recreational opportunities, and concerns for public safety. In many cases, the project objectives warrant or require bio-engineered improvements that provide ecological uplift in addition to problem mitigation. With ongoing participation in U.S. Army Corps of Engineers (USACE) efforts to develop industry standards for "natural and nature-based features" in the arid southwest, the BHI team stays up to date on the current best practices for the design of cost-effective and ecologically sustainable improvements for wetlands, streams, riparian areas, and watersheds.

Example Projects: For the El Paso County (Colorado) *Fountain Creek at Hanson Trailhead* project, BHI was selected to develop permanent, resilient alternatives that repair trail sections damaged by recurring flooding and to mitigate the flood risk at the bridge crossing without negatively impacting the surrounding properties or increasing the 100-year water surface elevation. The team worked with the County to identify a preferred alternative to progress into conceptual design and, ultimately, final construction documents. The process included hydrologic, hydraulic, and sediment transport analyses of the creek; an environmental assessment of the project area; field survey; geotechnical evaluations; subsurface utility engineering; as well as permitting services, among others. To align with the surrounding floodplain environment, the team developed improvements that minimized impacts to the natural setting by implementing bio-engineered solutions for stream and riparian improvements, where applicable.

Fountain Creek flood damage

Fountain Creek post-construction

As part of the *Tijeras Creek Watershed Restoration Project (TCWRP)*, BHI recently prepared a design for a stormwater outfall that provides both watershed and wetland improvements. The recently constructed improvements to the Los Vecinos Community Center result in concentrated stormwater discharges that are delivered to the Tijeras Creek floodplain. Bernalillo County Department of Natural Resources (in cooperation with the Department of Parks, Recreation and Open Space) asked BHI to prepare a naturalistic design to convey the discharges in a manner that promotes improved downstream water quality and improves wetland and riparian habitat. To meet these objectives, BHI prepared a design of a series of wetland pools that, during flood flows, dissipate energy from the runoff and deconcentrate flow deliveries to the downstream riparian floodplain. Under moderate flow conditions, flows are attenuated in the pools and are either infiltrated via mulched soil sponges or discharged to the next downstream pool with a serpentine flow pattern.

Aquatic Organism Habitat and Passage Structures

Led by our senior geomorphologist, Stu Trubant, and in partnership with additional specialized subconsultants if needed, our team brings a breadth of experience with the analysis and design of structures that provide habitat and access to aquatic organisms. The core of this work lies in providing a diversity of appropriate aquatic conditions, in terms of hydraulic behaviors, temperatures, physical barriers, water quality and quantity, and sediment load. Where appropriate, these conditions are generated to meet the needs of specific organisms or groups of organisms. Our team has over two decades of experience in evaluating aquatic habitat and designing fish habitat structures, ranging from salmonid spawning pads to appropriately sized step-pool structures.

Example Project: As part of the Bernalillo County *Tijeras Creek Watershed Restoration Project,* BHI with several local agencies and stakeholders, is implementing a design to restore the aquatic / riparian habitat in a reach of Tijeras Creek within the Village of Tijeras. Decades of development in the contributing watershed has resulted in increased runoff and associated lateral erosion and channel incision, translating to a hydrologically disconnected floodplain and degraded riparian habitat. To maintain aquatic habitat along the project reach grade-control was achieved by adding a series of riffle structures designed to allow for fish passage. Bank stabilization was intentionally designed to provide diverse aquatic niches by using a variety of bio-engineered techniques that ranged from wood “rootwad” structures to vegetated banks with boulder toe protection.

Our Senior Geomorphologist was previously responsible for the *Stream Restoration Design for North Clear Creek*; the subject 1.5-mile reach of this canyon-bound stream had been significantly impacted by mining activities located within the Central City / Clear Creek U.S. Environmental Protection Agency Superfund Site. As part of the Colorado Department of Transportation (CDOT) State Highway 119 / Main Street South project, key objectives of the restoration design included lateral and vertical channel stability, enhanced aquatic and riparian habitat (especially for salmonid species), improved water quality, and provided aesthetic and recreational improvements. The design was unique in that it required a relocated planform to allow for new roadway infrastructure along with numerous features that were incorporated to rehabilitate aquatic and riparian habitat while improving the lateral and vertical stability of the channel-floodplain system. To provide gradient control, the design included boulder-step structures designed to accommodate brown trout (Salmo trutta) jumping abilities. The design also included under-bank and boulder-cluster resting areas and self-flushing spawning pads.

Erosion and Scour Control Structures

BHI has a long history of evaluating, modeling, and designing a variety of erosion controls structures, including but not limited to bank erosion mitigation, vertical and sloped drop structures, scour protection at infrastructure, and energy dissipation structures. BHI’s success in addressing and preventing erosion and scour issues stems from a deep understanding of 1) the hydraulic and geomorphic processes that lead to these issues, 2) the project-specific goals and objectives (e.g., desired aesthetics, protecting infrastructure and ecosystems at risk, providing maintenance access and capacity, enhancing public and private use, etc.), and 3) the

demonstrated success of potential solutions. These aspects are all included in planning and design for all BHI's scour mitigation projects.

Example Project: The *Fleming Tank Road Drainage Improvements* project in Grant County addressed active erosion at the confluence of two drainage-ways that was endangering the only road access to a rural community. The unique scour and hydraulic conditions at the site required analysis of existing and future flow and erosion conditions at the confluence of the two flow paths, as well as the reaches up and downstream of the confluence. BHI developed an erosion and scour control solution that consisted of a riprap and gabion combined grade-control and energy-dissipation structure at the confluence location on the downstream side of the endangered county road.

Infiltration Structures

Capture and infiltration is a powerful strategy for managing runoff, recharging groundwater, improving water quality, and improving ecosystem health in contexts ranging from highly-developed to highly-natural. BHI is a leader in the study, design, and community engagement roles required for the proper application of this strategy. BHI partners with landscape architects, like our teammate Pland, to develop solutions that thrive in specific Low-Impact Development (LID) and Green Stormwater Infrastructure (GSI) contexts and that align with the specific goals of individual projects and communities. BHI team members, namely Vince Steiner, Rob Salazar, and Joey Bobinsky are active participants in the Arid LID Coalition in New Mexico (of which BHI is a Partner), a group that advocates for the implementation of GSI improvements in the state.

Example Project: In the City of Albuquerque's *Pueblo Alto / Mile Hi Neighborhoods GSI Pilot Project*, BHI led the preliminary study of the potential for implementing infiltration structures, like bioretention bumpouts, in neighborhoods experiencing frequent flooding issues. After evaluating several options for implementing GSI in the project area, priority locations were identified and a combination above and below ground infiltration and detention system was designed. Throughout the study and design process, numerous community engagement and input activities were conducted, and input was incorporated into the final design solutions.

Xeriscaping and Native Plant Landscaping

Our landscape architect partner, Pland, has been designing native landscapes for over 50 years and were early adopters of xeriscaping principles in landscape architecture. BHI has a long history of collaboration with Pland on numerous projects. Pland staff feel the best landscapes are those that can greatly improve environmental conditions, mitigate negative impacts of development, and protect important resources from harm. Landscapes should be resilient, durable, low-maintenance, and considerate of the site's unique character. Pland bases plant selection on a project's particular microclimate, resulting in a plant palette of native and well-adapted, low water-use, and low-

maintenance plants. Water management is an important component to any xeriscape and a priority for each of the firm's projects, from capturing stormwater runoff to erosion control, soil amendments, and irrigation efficiency. The majority of Pland's projects implement GSI and LID techniques. These methods provide environmental benefit through the slowing and filtration of stormwater runoff. In addition, irrigation efficiency is a critical water conservation tool. Pland performs irrigation design in-house and works closely with irrigation professionals to stay well informed of developments in the industry so the systems they design are efficient, economical, and easy to maintain.

Example Project: Pland's landscape design at the *Columbus U.S. Land Port of Entry* in southern New Mexico strives to create an attractive, high-performance desert landscape inspired by natural and cultural typologies found in the region. The landscape and grading were designed to integrate passive water harvesting throughout the site, reducing the dependence on irrigation water and creating aesthetic and habitat amenities while managing 100% of the stormwater on-site. The design uses exclusively native and drought-adapted plants, showcasing the beauty of the Chihuahuan desert flora for all who pass through.

Recreational and Educational Trails and Other Amenities

A sustainable trail balances several elements. It has minimal impact on the environment; resists erosion through proper design, construction, and maintenance; and blends with the surrounding area. With proper trail design and construction, challenges presented by multiple users can be minimized and effectively managed. Throughout its history, BHI has been involved with many planning and design projects that have involved trail systems. Our work has often incorporated trails as part of major commercial, retail, and industrial projects; transportation systems; and drainage / flood control projects. BHI has provided the full range of services on these projects, spanning from initial survey and site analysis, through environmental documentation, preliminary and final design, and even construction support.

Example Projects: BHI has extensive experience in designing trails for the Village of Ruidoso and other entities in the area. For the Village's *Links Trail* project (described in more detail in the Similar Projects section), BHI prepared plans and contract documents to rehabilitate an existing multi-use path. BHI established horizontal and vertical alignments that best fit the existing path alignments. Grading, landings, and ADA ramps were designed where required. The integration of the trail system with the local drainage infrastructure was redesigned to improve ADA compliance while maintaining drainage functionality. For the Village of Ruidoso *Moon Mountain Trail* project, BHI designed approximately 5 miles of compacted-

earth and unsurfaced mountain bike trails. BHI established centerline, typical sections, and general notes with which to build the project.

River Structures

BHI has nearly five decades of hydraulic analysis and design of river structures specific to New Mexico and the arid southwest environment. Our ever-growing river structures résumé includes grade control structures, bank protection, roadway crossings, energy dissipation structures, levees, outfall structures, spur dikes, and more. We have extensive experience with structure materials ranging from manufactured surfacing materials, to shotcrete, to embedded tree stumps. Having been a trusted consultant for the Village over the past several years, and having experience in analyzing and designing river infrastructure for multiple local, state, and federal clients, our team can produce the necessary analysis and design to meet your needs in support of critical infrastructure and conservation.

Example Project: The recently designed and constructed *West Calabacillas Arroyo Grade Control Structure 11* is a 15'-tall, grouted-boulder grade control structure with a combination pedestrian and maintenance access bridge. In addition to providing gradient control in this arroyo, it also protects and provides access to key educational infrastructure at the Central New Mexico Community College Westside Campus, while maintaining access to the arroyo for local pedestrian and equestrian users.

Disaster Assessment, Repairs, and Mitigation

BHI has participated in numerous site assessments following various types of natural disasters. Our expertise is often sought out to assist local and state government clients in developing detailed disaster inventory sheets, preparing replacement cost estimates and emergency plans to address immediate health and safety concerns. We have performed this work for clients who have leveraged both state (e.g., NM DHSEM) and federal (e.g., NRCS, FEMA) funding streams. We understand public funding assistance and the reimbursement rules; we are committed to guiding our clients through the process to successfully recuperate the costs incurred after a disaster event.

Aside from initial disaster assessments, BHI also has relevant experience providing design plans and scopes of work to restore facilities to their pre-disaster design and function, as well as longer term mitigation designs that will better protect public infrastructure and reduce the damage potential in the future.

We are extremely sensitive to disaster impact that the Village of Ruidoso is presently experiencing and understand the challenges with increased flooding resulting from post-fire runoff events. Our team has experience in this area and can offer technically feasible and cost-effective design solutions. As you are aware, BHI is currently working on roadway and culvert repair projects for the Village because of numerous recent flood events. We have successfully completed similar projects for Mora County following flooding resulting from the Calf Canyon / Hermit Peak fires. BHI is also on a team selected by the Central Federal Lands to provide evaluation and design recommendations for Gallinas Canyon near Mora for road and culvert repairs at numerous sites. Other examples include BHI's history of working with tribal entities and the USACE for fire mitigation efforts here in New Mexico, including the Trap & Skeet Fire and the Cerro Grande Fire.

Example Projects: Our Surface Water group is frequently called upon to assess site conditions following flooding. One recent example is our involvement with NMDOT on the *Onate Bridge in Española*. The bridge was found to be at risk due to severe scour at a pier in the main channel of the Rio Grande. BHI mobilized and prepared a task order per the NMDOT request in less than 2 weeks. Two separate emergency response memos with urgent / immediate recommendations as well as 'intermediate' recommendations were prepared within months of the contract award.

Our team has also provided these services for NMDOT for *Emergency Repairs on NM 502* and is actively working on tasks through an on-call contract with NMDOT for flooding issues related to the post-fire flow damage along US 70 within the Village limits (part of the *US 70 Ditch Culvert and US 70 / NM 48 Intersection Existing Drainage* project).

BHI's Senior Geomorphologist led a team (prior to joining BHI) that performed a hydrologic analysis and sediment transport study to assist the prime contractor and stakeholders in the development and evaluation of a fire management plan for the Village of Ruidoso under a Restoration Strategies and Payment for Ecosystems Grant. The team's specific role in this study was to develop a hydrologic model using the USACE HEC-HMS software to quantify the post-fire flood and sedimentation risk potential.

Additional Services

Grant Applications and Administration

With federal funding available for infrastructure, grant consulting can be a critical part of any on-call contract. BHI routinely assists our clients with grant administration and funding applications. We work with various funding agencies to help with the necessary planning, design, and funding for improvements to infrastructure and can offer assistance with funding applications by providing project estimates, scoping documents, studies, and background information to support the application. In the past 5 years, BHI has worked on numerous projects that are funded by:

- United States Department of Agriculture (USDA)
- Federal Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- Local Government Planning Fund (LGPF)
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)
- New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF)
- NMDOT Transportation Project Fund (TPF)
- State Capital Outlay (SAP)
- State and Tribal Assistance Grants (STAG)
- Environmental Protection Agency (EPA) funding
- Federal Emergency Management Agency (FEMA) Grants
- New Mexico Environment Department (NMED) Rural Infrastructure Program (RIP) loans

As a result, our staff is knowledgeable about these agencies' requirements, including administration, right-of-way and permitting documentation, preliminary engineering reports, design procedures, construction drawing and contract documents, and construction management and inspection. We know many of the personnel at these agencies on a first-name basis and often help track an application's movement through the approval process. After each application is submitted, we act as our client's advocate, following up with the funding agency to track the application's progress.

Outside Project Support

BHI has extensive experience for multiple clients providing review and recommendations on plans prepared by other engineering firms. We were recently retained by a developer in Albuquerque at the request of Bernalillo County to review GSI design of ponds prepared by another engineering consultant. BHI has also held on-call contracts to provide development reviews with the Village of Los Ranchos and City of Aurora, Colorado. Additionally, our Surface Water Group was hired by the NMDOT to provide peer review of drainage reports associated with the NM 213 roadway corridor project in southern New Mexico. In doing these reviews, BHI takes this responsibility to heart and ensures our client's best interest is primary to the reviews. We strive to perform the work and provide constructive feedback in a collaborative manner so the project is a success for all entities involved.

Survey / Mapping

BHI has experience in all types of surveying which includes boundary, topographic, engineering design, and utility surveys. We utilize innovative techniques including manned and unmanned aerial mapping, GNSS solutions (both static and RTK), and terrestrial / aerial LiDAR technologies to provide our clients with cost-effective solutions. Utilizing modern equipment such as robotic total stations, digital levels, GNSS GPS receivers, terrestrial LiDAR scanners, and aerial drones, we

provide a multitude of data collection resources. Our team performs comprehensive surveying services for commercial and residential developments, buildings, highways, bridges, utilities, waterways, and property acquisitions. Our Survey team has every aspect of survey, mapping, boundary work, development of plats and record surveys, right-of-way, and land acquisition conveyance instruments in our toolbox, and we are ready to assist the Village.

Construction Phase

For us, projects are only complete after the planning and design elements have been transformed into the final constructed project. At BHI, our engineering team understands all these steps and provides a wide range of services during construction. We know that maintaining strong communication links between the contractor and owner, establishing and meeting schedules, providing a watchful eye during construction, and resolving problems in a professional and expeditious manner are critical for success.

BHI has the staff needed to provide construction phase services, ranging from periodic site visits to full construction management and inspection. Based on our experience with similar contracts, we have the resources available to provide you with varying levels of involvement during construction. Staff members are available to provide you with contract project management, observation, or inspection services, working closely with the Village to ensure that the required level of service is implemented to meet the contract needs. We can also represent the Village with contractor negotiations, scheduling issues, or coordination with outside agencies.

Environmental

To provide environmental services under this contract, BHI has teamed with Epsilon Systems. Epsilon brings a broad experience background to the team and specializes in the preparation of environmental surveys, documents, and assessments that comply with the National Environmental Policy Act (NEPA) as well as other local, state, and federal environmental laws and regulations. Epsilon's capabilities include environmental documents, biological evaluations, cultural resources surveys, archaeological excavations, noise and air quality studies, hazardous materials investigations, and other environmental studies. As a team member with BHI, they will work closely to determine the accurate level of effort for each project and produce the type of documentation required to complete the NEPA permitting process.

Subsurface Utilities

CobbFendley is on our team if SUE or utility engineering is required. If utility engineering is required, it will be in accordance with applicable and appropriate utility industry standards, agency requirements, and NMDOT's Utility Accommodation Policies. CobbFendley will carefully examine existing and proposed utility alignments to minimize utility relocations and adjustments and, most importantly, to strive to eliminate conflicts with the proposed improvements before construction. A utility conflict matrix will be used to track the location and limits of the utility relocations, so it follows the utility coordination relocation schedule and helps the team identify cost estimates as they relate to the utility relocations. Additionally, CobbFendley can complete utility locating and designation as needed to produce the maps used for conflict analysis.

b) Similar Projects in Last Five Years

Watershed management work — including drainage improvements, channel restoration, stormwater management, floodplain analysis, erosion control, and water quality measures — are a hallmark service area for BHI's Surface Water Group. From small task orders for water quality assessments, monitoring, and compliance to full-scale watershed management plans, the number of projects completed in the last 5 years is in the hundreds. We take pride in helping our clients effectively manage their water resources and protect their communities from flooding. The following projects are some highlights of our recent efforts.

AMAFCA Calabacillas Arroyo West Branch Grade Control Structure (2020-2023)

Our team has a long history of working with AMAFCA on the Calabacillas Arroyo, including analysis, facility planning, and design of 17 grade control structures. The Calabacillas Arroyo West Branch (CAWB) Grade Control Structure project consisted of the design of a new grade control structure and bank protection for 1,500 linear feet of the CAWB. This work included the preparation of 100% construction drawings and specifications needed to construct the project in phases. BHI designed optimal spacing and height (and associated bank protection) of grade control structures required to ensure a stable arroyo, which conveys runoff from 12 square miles.

BHI worked closely with AMAFCA and CNM (Central New Mexico Community College — the major area property owner abutting the arroyo) to develop a holistic design solution to improve and stabilize the CAWB. BHI's design, based on our in-house geomorphic assessment of the arroyo, addressed both existing erosion and scour concerns as well as future anticipated long-term degradation of the arroyo. As part of the grouted boulder grade control structure, BHI incorporated a prefabricated pedestrian bridge crossing by providing the supporting structural and hydraulic design. BHI also provided full construction phase services, including providing a full-time resident project representative and materials testing. BHI truly served AMAFCA as a one-stop shop on this project by covering all design and construction phase project requirements.

Bernalillo County Tijeras Creek Watershed Restoration Project (2023-Present)

Decades of development in the Tijeras Creek watershed has resulted in increased runoff and associated lateral erosion and channel incision, translating to a hydrologically disconnected floodplain and degraded riparian habitat. In July of 2023, Bernalillo County and Ciudad Soil & Water Conservation District were awarded a River Stewardship grant from the New Mexico Environment Department to restore a section of the Tijeras Creek and its floodplain on a County-owned 12-acre parcel within Bernalillo County's Tijeras Creek Open Space.

BHI was contracted to support the County on the Tijeras Creek Watershed Restoration Project (TCWRP). The team prepared an innovative grading and drainage design to mitigate the erosion issues and reconnect the floodplain to the channel. To prepare the design, BHI conducted a geomorphic site investigation to assess the current conditions of the site and identify key locations of bank erosion and instability. Sampling of bed and bank material was also conducted to provide input for analyses that informed the design.

A HEC-HMS rainfall-runoff model was developed to quantify the upstream and tributary inflows over a range of rainfall events from the 1.5- to 100-year storms. The resulting flows were input to a 2D HEC-RAS hydraulic model of the project reach, representing existing and proposed conditions. Results from the hydraulic modeling were used to provide input to hydraulic design calculations to determine the equilibrium channel slope, low-flow channel geometry, stone sizing for stabilization treatments, and local scour mitigation requirements. A comparison of the hydraulic modeling results under existing and proposed conditions was prepared to demonstrate the project would not result in adverse impacts to flooding.

Throughout the design process, BHI worked closely with the revegetation team to ensure design compatibility. BHI also coordinated with the design engineers for an adjacent project on the Los Vecinos Community Center to tie drainage from that project to the TCWRP floodplain.

A low-flow channel was designed for a channel capacity equal to the mean annual flood, providing reasonably frequent floodplain inundation that is consistent with natural self-adjusted alluvial channels. To meet the equilibrium channel slope requirements, the channel planform was adjusted to relocate the channel into its historical flow path, removing the existing over-steepened gradient through an existing avulsion. Grade-control was included by adding a series of riffle structures, and bank stabilization was achieved using a variety of bio-engineered techniques that ranged from wood "rootwad" structures to vegetated upper banks with boulder toe protection.

Following the design, BHI assisted the County with bid-phase services. BHI's Surface Water and Construction Administration groups have been collaborating with County personnel to provide construction phase services to assist the awarded contractor in meeting the intent of the design.

NMDOT Ashbaugh Park Drainage Concepts (2022-2023)

Related to BHI's drainage work on NM 14 (Cerrillos Road) St. Michael's to St. Francis, the NMDOT had previously explored using Ashbaugh Park as a detention option to help meet the drainage design criteria for that project. Although ponding at Ashbaugh Park was ultimately not selected as a drainage solution for the Cerrillos Road project, NMDOT contracted BHI to prepare and evaluate conceptual storage solutions in the area. These concepts are currently being developed in conjunction with the City of Santa Fe for their potential future use to help alleviate flooding in the area. The current scope includes model sizing conceptual design of a diversion from the future Cerrillos Road storm drain; modeling of Ashbaugh channel flows; and modeling and conceptual design of an off-channel diversion and stormwater management ponding options, including GSI.

BHI is working with our team member Pland on this project to create true multi-use park amenities that also function as part of the overall stormwater management and flood control for the area.

City of Albuquerque Pueblo Alto / Mile Hi Neighborhoods Drainage Study & GSI Concept Design (2021-2025)

BHI was contracted by the City of Albuquerque to perform a preliminary technical analysis and conduct community outreach related to potential GSI and creative placemaking interventions in the Pueblo Alto and Mile Hi neighborhoods in Albuquerque. That preliminary planning was followed by conceptual design of GSI pilot projects.

The neighborhoods have historically experienced frequent neighborhood flooding and have complex flow conditions that required development of a combined storm drain and two-dimensional rain-on-grid hydraulic model. Through the modeling of a wide range of scenarios, areas for pilot projects were identified and prioritized. BHI has conceptually designed GSI features and underground storage to maximize the impact on flood reduction given the tight constraints of working in a fully developed neighborhood. Creative solutions were achieved while taking into consideration the needs and concerns of the community and navigating the complexities of existing infrastructure and underground utilities. Working alongside City staff and landscape architects, BHI developed a design that will bring a wide range of benefits to the community and will serve as an example of what is achievable in neighborhoods throughout the Albuquerque metro area.

Immersive 3D visualization of GSI features considered for the project

City of Alamogordo Bonito Lake Restoration (2014-2022)

The 2012 Little Bear Fire had devastating impacts to Lincoln County, and Bonito Lake was at the fire's epicenter. While the reservoir is located near Ruidoso, it is owned by the City of Alamogordo and relied on as a water supply source. The fire scorched roughly 85% of the watershed that feeds into the lake, and heavy rains that swept through the burn scare, depositing massive amounts of ash and debris into the reservoir, rendering it unusable. The City received FEMA funding to restore the lake and then selected the BHI team to develop the engineering design and to successfully remove and dispose of sediment from the lake.

While dredging a lake may not seem like a highly technical undertaking, the level of engineering and coordination involved was surprisingly complex and included navigating FEMA requirements, addressing site conditions to allow restoration activities to take place, developing improvements for the future use of the reservoir, and working through rainfall events that consistently impacted construction activities.

FEMA initially approved funding for only 250,000 cubic yards of debris to be removed; the team and City had to work with FEMA to adjust this amount upward to reflect the true magnitude of debris that filled the lake and had to be removed: 581,000 cubic yards.

Though not usable for water supply during the project, Bonito Lake is on a perennial stream, which meant water continued to flow during construction. As such, the team had to develop bypass solutions for minimizing water in the workzone of the lake, along with contingency plans for what to do if the lake flooded during construction. This involved analysis and design of a coffer dam to contain the baseflow and divert it around the construction zone. The team relied heavily on comprehensive hydrologic modeling using HEC-HMS to evaluate the watershed characteristics in a post-fire environment. BHI worked with USACE to obtain an existing HMS model, which was subsequently modified by BHI for this project. Estimating the anticipated peak flows that would impact the site during construction was critical for the design of the coffer dam structures and sediment dewatering. It was also important to account for additional sedimentation throughout the lifecycle of the project.

Working with the City, the team developed improvements that would help maintain the reservoir for years to come. This was accomplished, because having the lake empty provided a unique opportunity to implement additional infrastructure improvements. Additional permanent improvements include replacing flow controls valves at the dam, new intake tower inlets and gates, refacing the upstream side of the dam, and other miscellaneous improvements.

Construction of the restoration effort began in September 2017. During construction, however, several weather events occurred within the watershed that inundated the lake and forced the debris removal operations to stop. The lake had to be drained and debris allowed to dry before removal operations could be resumed.

In the end, the Bonito Lake Restoration was able to restore the water quality at the lake, and it enabled the City to reclaim 117 million gallons of water storage.

Village of Ruidoso Links Trail (2020-2024)

BHI prepared plans and contract documents to rehabilitate an existing multi-use path that circles the Sierra Blanca Golf Course with connections to NM 48 (Mecham Drive) along White Mountain Drive. The project also included Hull Loop, which connects the Links Trail to Hull Road. The overall length was approximately 4 miles. The project followed the NMDOT 2019 T / LPA Handbook, including certifications for ITS, railroad, right-of-way, and utilities.

BHI established a horizontal and vertical alignment that best fit the former path alignment. Grading and landings were designed in several areas with steep running slopes. ADA ramps were designed for the intersection of Sierra Blanca Road. The existing trail connection to White Mountain Road contained drop inlets with a storm drain pipe outfalling to the golf course. To aid with drainage and ADA compliance, BHI proposed sloping the trail towards White Mountain Road with a valley gutter. Existing drop inlets were capped and replaced with median drop inlets in the valley gutter.

Epsilon Systems provided the environmental clearance for the project, including biological and cultural resource surveys and a Categorical Exclusion. One archaeological site adjacent to the trail required monitoring during construction. BHI conducted a virtual public information meeting due to the pandemic.

BHI provided construction management, inspection, and quality control testing services for the first phase of construction.

Village of Ruidoso Moon Mountain Trail (2020-2024)

BHI assisted the Village of Ruidoso with Phase 1 of the Moon Mountain Recreational Trail. The project included approximately 5 miles of compacted-earth and unsurfaced trails designed for mountain bikes, including the Lunar Orbit Loop, Summit Connectors, and Summit Loop. The project followed the NMDOT T / LPA Handbook and utilized the NMDOT Standard Specifications for Highway and Bridge Construction.

BHI established centerline, typical sections, and general notes with which to build the project. Wayfinding signage and information on trail difficulty will be added for users.

Since the trails are on a State Land Office (SLO) lease, BHI and subconsultant Epsilon Systems coordinated with the SLO on the level of effort for the environmental documentation, including a natural resources survey and preparation of a Biological Assessment, a cultural resources survey of portions of the project area that have not been previously surveyed, and preparation of a Categorical Exclusion.

BHI conducted a virtual public meeting due to the pandemic. Documentation of the meeting was included in the Categorical Exclusion. BHI prepared all contract documents for bidding.

BHI provided construction management, inspection, and quality control testing services during construction.

City of Roswell E. Mescalero Rd. Bridge Replacement (2022-2023)

After an extreme rainfall event compromised the existing low-water crossing over the South Berrendo Creek, the City sought to plan, design, and construct a new bridge on E. Mescalero Road (utilizing NMDOT funds) and enlisted BHI for the professional design and project development services associated with the bridge replacement.

Our project development services included hydraulic review, flood review, permitting, surveying, and geotechnical and environmental investigations provided by specialty subconsultants for the recommended two-barrel, 10'x10'concrete box culvert (CBC) located adjacent to a live suspended waterline. Design tasks included topographical and river surveys, preliminary and final design, and bidding and construction support services.

References

We work hard to maintain our reputation for being among the best at what we do and strive to achieve extraordinary customer service through continuous improvement and quality measurements. Our 66-year history of successful projects and corporate stability is a testimony to our ability to do so. We are proud of the reputation, and we are confident you will value the type of work we do. We encourage you to contact some of our current clients to assess how they would rate BHI's reputation and performance:

Steven Morgenstern	Kali Bronson	Shellie Eaton
NMDOT	*Bernalillo County*	*City of Albuquerque*
505.827.5330	505.884.1544	505.768.2630
Steven.Morgenstern@dot.nm.gov	kbronson@bernco.gov	seaton@cabq.gov

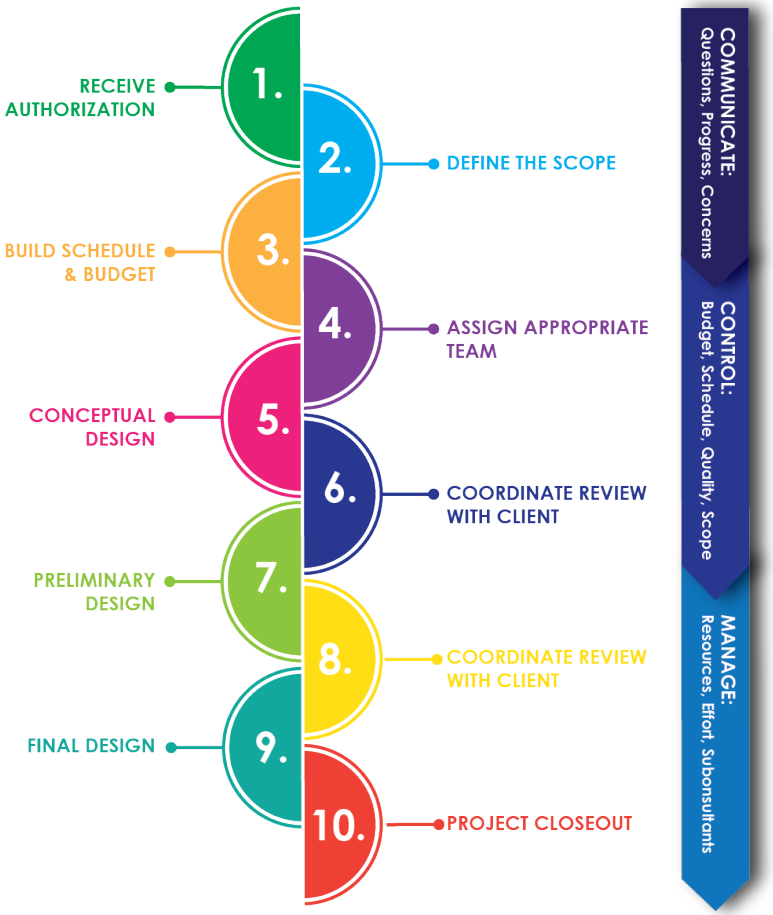
2. Mandatory Specifications

On-Call Project Approach

An on-call services contract requires more than technical expertise. It requires a close working relationship with the client. This relationship forms the basis for quick response, effective communication, and precise undertaking of project goals and requirements. Managing civil engineering-focused on-call contracts is a core competency of BHI. Over our 66-year history, we have managed many such contracts throughout the state. Regardless of the client, our approach to managing the work remains the same, with responsiveness and communication as the keys to successful execution of the work under any contract.

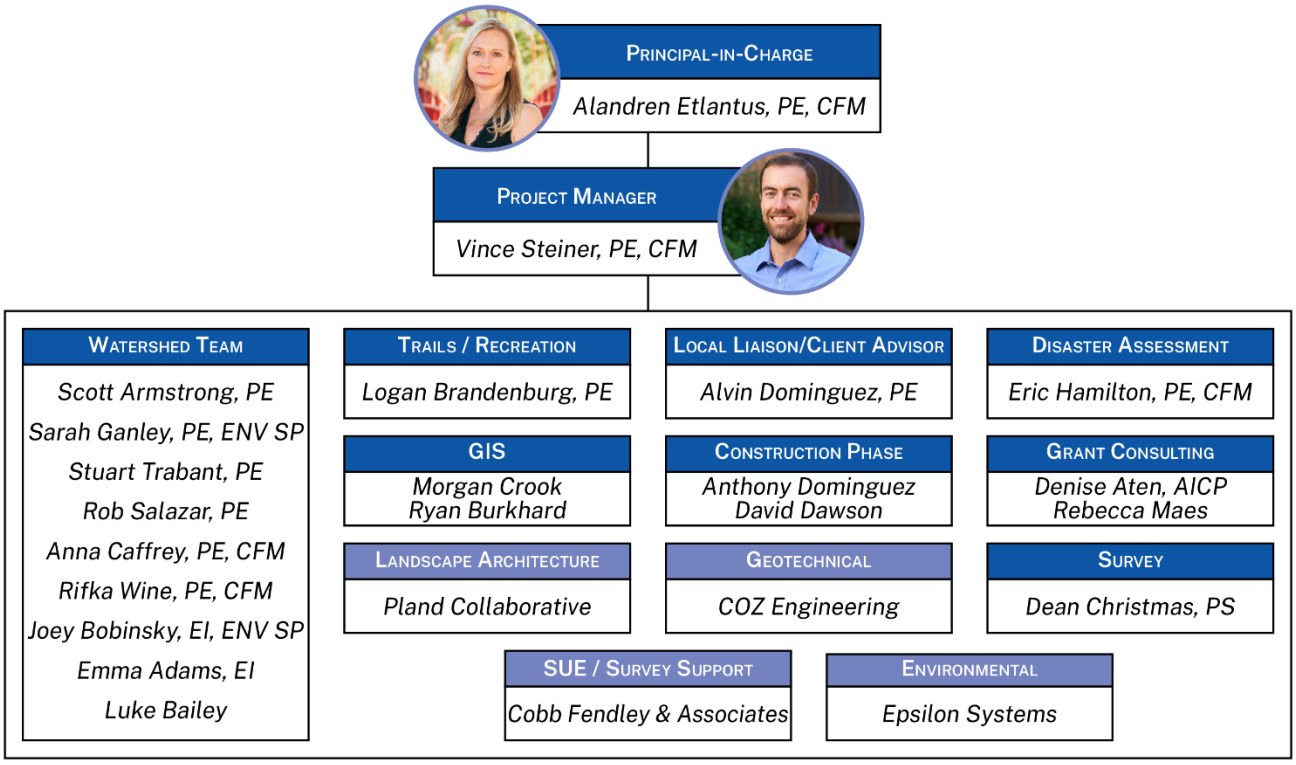
BHI's ability to bring a combination of appropriate technical expertise under strong project management results in overall value to our clients. BHI follows a standardized yet flexible project management methodology to deliver repeatable success. While each on-call task can present a unique scope, schedule, budget, and deliverable, having defined steps that move our tasks from negotiation to closeout assures our clients they can expect a focus on effective project management throughout the life of the contract. This BHI-tailored approach provides our project managers with a proven tool that helps ensure the goal is accomplished, the schedule is met, and the task delivered is the task expected.

BHI follows a standard workflow when receiving task order requests from our on-call clients as illustrated to the right. With our significant depth of staff resources, we provide rapid response to task order requests and to ensure your needs are addressed. Furthermore, our project team is flexible enough to shift additional staff onto projects to meet tight deadlines when necessary. To ensure that client schedules and budgets are met, our project managers are always mindful of resource needs and associated costs, and they draw upon the depth of available resources from our team to keep things on track. Whether the Village's tasks include floodplain management services, stormwater master plans and studies, drainage design services, or any other tasks, our team remains prepared and available to support you.



Key Personnel Résumés

The following organizational chart highlights the structure of the BHI team. We have identified staff to fully address the multidisciplinary needs reflected in the RFP, and these staff are supported by additional depth of bench in their respective technical groups. Of particular note, our internal Surface Water Group, which specializes in watershed management and drainage work, is among the largest in New Mexico with 21 dedicated staff. We have the capacity to provide strong support to the Village on this contract and to earn a spot among your preferred consultants for watershed work.



The following brief résumés demonstrate the experience of key team members selected to provide the Village with on-call services expertise. Most of our team members have worked on Village projects under our existing on-call contract and bring additional, extensive experience working for municipalities around New Mexico.

Alandren Etlantus, PE, CFM | Principal-in-Charge

Alandren is a senior vice president and leads the BHI Surface Water Group. She has experience leading a variety of water resources projects for both public and private clients. She is a detail-oriented professional and has a passion for technology and implementing new workflows and processes. As a Certified Floodplain Manager (and a Vice Chair of the New Mexico Floodplain Managers Association), Alandren has specialized drainage knowledge specific to the arid Southwest region. She is well-versed in drainage and flood evaluation, including FEMA, USACE, and local and state guidelines and requirements. Her projects have included stormwater analysis, planning, and design; FEMA map revisions; emergency planning; and project permitting. Alandren possesses excellent analysis skills, combining strong GIS expertise with a thorough understanding of hydrology and hydraulics. These skills have enabled her to efficiently manage and complete inundation mapping, drainage, and floodplain studies.

Experience:
18 years total; 18 years with BHI

Registration:
Professional Engineer: NM #19995

Certified Floodplain Manager: NM #NM-13-00335

Education:
MS Hydraulics and Water Resources, Civil Engineering

BS Civil Engineering

Relevant Project Experience: Boca Negra Watershed Drainage Management Plan Update • AMAFCA | Calabacillas Arroyo West Branch Grade Control Structure • AMAFCA | Calabacillas Arroyo Grade Control Structures and Bank Protection • AMAFCA | Low Flow Conveyance Channel • Middle Rio Grande Conservancy District | Fenton Lake Dam Rehabilitation Studies • New Mexico Department of Game and Fish | Montoyas Arroyo Reach Stabilization Plan • SSCAFCA | Tijeras Creek Watershed Restoration Project • Bernalillo County | Doniphan Dr. Interior Drainage Study • USACE | Village of Santa Clara Flood Risk Assessment • USACE

Vince Steiner, PE, CFM | Project Manager

Vince is a senior water resources engineer, specializing in hydrologic and hydraulic analysis and design associated with both public- and private-sector projects. He is an energetic and broad-thinking engineer with a strong desire to find solutions to better serve his clients and community. Vince is experienced in drainage infrastructure design, LID Best Management Practices (BMP) design, GSI design, and floodplain analyses. Vince is heavily involved in the Arid LID Coalition, which advocates for advancing GSI / LID practices in the state. As a Certified Floodplain Manager, he understands the FEMA Letter of Map Change process and how communities use FEMA flood hazard data for floodplain management. His experience includes FEMA map revisions, hydrologic and hydraulic analyses of existing floodplains and proposed improvements, and floodplain inundation mapping. Additionally, Vince regularly presents at industry conferences to promote new ideas and advancements in stormwater management.

Relevant Project Experience: US 70 / NM 48 Roundabout Study • Village of Ruidoso | Arroyo de los Chamisos Trail Erosion Mitigation • City of Santa Fe | Ashbaugh Park Stormwater Infiltration • City of Santa Fe | Bataan Memorial Park Drainage Master Plan Update • Grant County | Belen Highline Canal Drainage Management Plan • Middle Rio Grande Conservancy District | Canal Rd. Low Water Crossing • Village of Hatch | Alamogordo Drainage Master Plan • City of Alamogordo | Dry Canyon Arroyo Reaches 1 and 2 • City of Alamogordo | Little Walnut Rd. • Grant County | Los Metates Open Space Drainage Analysis and Design of Erosion Mitigation • City of Albuquerque | Peralta Riverside Drain Pedestrian Bridge • Middle Rio Grande Conservancy District | NMDOT General Office Campus Site Improvements • NMDOT | Pueblo Alto / Mile Hi Neighborhoods Drainage Study and GSI Concept Design • City of Albuquerque | Village of Santa Clara Flood Risk Assessment • USACE

Experience:
15 years total; 8 years with BHI

Registration:
Professional Engineer: NM #24319

Certified Floodplain Manager: NM #NM-17-00407

Education:
BS Civil Engineering

Scott Armstrong, PE | Watershed Team

Scott manages the day-to-day activities for multiple projects and brings significant experience in several areas, including H&H modeling, levee / reservoir / dam analysis and design, stream bank stabilization, natural channel design, roadway drainage, sedimentation pond design, and the hydraulic design of bridges. He is proficient in HEC-HMS, HEC-RAS, and ArcGIS and has a working knowledge of FLO-2D and various engineering software applications working with AutoCAD.

Scott's experience also includes environmental engineering and planning work on numerous sites across the United States. These projects required knowledge in permitting with multiple agencies / jurisdictions, site characterizations, data gathering and analysis, water rights analysis and water flow measurement and monitoring, remedial design, and cost estimating.

Experience:
31 years total; 25 years with BHI

Registration:
Professional Engineer: NM #15782

Education:
MS Environmental Engineering

BS Biological Sciences

Relevant Project Experience: US 70 / NM 48 Roundabout Study • Village of Ruidoso | Cree Meadows Multi-Use Path • Village of Ruidoso | Links Trail Rehabilitation • Village of Ruidoso | Bridge Replacements Project • Village of Ruidoso (as a sub to WSP) | Upper Hondo Site 1 Dam Improvements • Upper Hondo Soil & Water Conservation District | Bachelor Draw Pedestrian Bridge • Town of Edgewood | E. Mescalero Road Low Water CBC Structure Crossing • City of Roswell

Sarah Ganley, PE, ENV SP | Watershed Team

Experience:
22 years total; 20 years with BHI

Registration:
Professional Engineer: NM #22660

Envision Sustainability Professional #44004

Education:
MS Environmental and Water Resources Engineering

BS Civil Engineering

Sarah is BHI's Water Quality and Regional National Pollutant Discharge and Elimination System (NPDES) expert. She has provided comprehensive Municipal Separate Storm Sewer System (MS4) stormwater compliance support to clients in New Mexico for the last 10 years. Sarah has been involved in NPDES permitting since the 1990s, prior to joining BHI. Her experience has included stormwater permit compliance work, as well as working with companies such as 3M and DuPont related to their NPDES Multi-Sector General Permit applications, facility site screenings and inspections, and documentation of BMPs for pollution prevention. Her recent experience has focused on MS4 compliance in New Mexico, leading to her in-depth knowledge of the Clean Water Act, NPDES permitting, and compliance requirements throughout the state. Sarah is regarded as the preeminent MS4 expert in the state and regularly presents on related topics at industry conferences like StormCON, NM Transcon, and the Land & Water Summit.

Relevant Project Experience: US 70 Ditch Culvert and US 70 / NM 48 Intersection Existing Drainage • NMDOT | Tijeras Creek Watershed Restoration • Bernalillo County | Green Stormwater Infrastructure (GSI) Maintenance Operation Manual and Guide • NMDOT | MS4 Permit Support Statewide • NMDOT | NPDES Manual Update of CGP Content • NMDOT | NPDES Manual Update • NMDOT | Riverview Dr. Stormwater Quality Feature Design • City of Albuquerque | Santa Fe River Green Stormwater Infrastructure (GSI) Project • City of Santa Fe | Rio Grande Return Sediment Pollutant Load Reduction Strategy • Bernalillo County

Stuart Trabant, PE | Watershed Team

Stu has extensive experience in water resources engineering and geomorphic assessments. His primary areas of expertise are in hydraulics, hydrology, fluvial geomorphology, and erosion and sedimentation. Stu has significant experience in performing analyses to support the planning and design phases of water-resources and sediment management projects, as well as preparation of design plans and specifications. He has completed projects throughout the US and internationally that involved a broad range of stream types and physical environments and varied in scope from collection and analysis of field data through development and application of mathematical models to evaluate hydrologic, hydraulic, and sediment transport conditions. Stu has been involved in a variety of planning projects requiring hydrologic / hydraulic analysis, field data collection, sediment-transport evaluation, stakeholder coordination, and preparation of recommendations for channel rehabilitation. With a focus on watershed, stream, and riparian restoration, his design experience ranges from bio-engineered stabilization measures prepared using NRCS design standards to traditional "hard" techniques. He has extensive experience with the full suite of industry-standard hydrologic models, 1-D and 2-D hydraulic models, and sediment transport models, as well as GIS (ArcGIS), AutoCAD and MicroStation.

Relevant Project Experience: Tijeras Creek Watershed Restoration • Bernalillo County | Pino Dam Spillway Hydraulic Analysis • AMAFCA | Arroyo Torreon Channel Stabilization, Ph. 2 • City of Santa Fe | Arroyo Torreon Drainage Assessment • City of Santa Fe | Low Flow Conveyance Channel (LFCC) West Outlet Design • Middle Rio Grande Conservancy District | Fenton Lake Dam Rehabilitation Studies • New Mexico Department of Game and Fish | Ashbaugh Park Drainage Concepts • NMDOT | District 6 Erosion Mitigation • NMDOT | Jaconita Arroyo Scour Grout Plans • NMDOT | Shoe Game Wash CBC Alternative Analysis and Re-design • NMDOT | Montoyas Arroyo Reach Stabilization Plan • SSCAFCA | Swinburne Dam Grade Control Structures • AMAFCA

Experience:
31 years total; 5 years with BHI

Registration:
Professional Engineer: NM #27603

Education:
MS Civil Engineering (Hydraulics)

BS Civil Engineering

Rob Salazar, PE | Watershed Team

Rob is a professional engineer committed to the efficient development of elegant solutions to complex problems. He is an experienced leader, manager, and surface water engineer whose toolkit includes hydrologic and hydraulic analysis of stormwater systems, drainage solution design, GSI application, project management, and creative solutions development. Rob loves to have multiple problems to solve, because according to him, “One problem is just a problem, but two problems can actually be a solution.”

Rob’s current and recent projects cover a range of topics, including neighborhood-level GSI, acequias, watershed-level water quality and drainage improvements, trash collection from storm drain outfalls, arroyo grade control structures, site drainage, and roadway drainage.

Experience:
6 years total; 6 years with BHI

Registration:
Professional Engineer: NM #28223

Education:
ME Civil Engineering

BS Chemical Engineering

Relevant Project Experience: US 70 / NM 48 Roundabout • Village of Ruidoso | US 70 Ditch Culvert and US 70 / NM 48 Intersection Existing Drainage • NMDOT | Upper La Cueva Watershed Drainage Master Plan (DMP) Study • Bernalillo County | Swinburne Dam Grade Control Structures • AMAFCA | San Andres Dr. Roadway and Drainage Improvements, Ph. 2 • City of Elephant Butte | Riverview Dr. Stormwater Quality Feature Design • City of Albuquerque | Pueblo Alto / Mile Hi Neighborhoods Drainage Study and GSI Concept Design • City of Albuquerque | Pueblo Alto Neighborhood Drainage Study • City of Albuquerque | General Office Stormwater Master Plan Study • NMDOT | NM 213 / NM 404 Intersection • NMDOT | Mescal Dr. Drainage Improvements, Ph. 1 • City of Elephant Butte | Calabacillas Arroyo Facility Plan Above Swinburne Dam • AMAFCA | Calabacillas Arroyo West Branch Grade Control Structure • AMAFCA | Alameda Storm Drain Outfall Water Quality Feasibility Study • Bernalillo County

Logan Brandenburg, PE | Trails / Recreation

Experience:
16 years total; 13 years with BHI

Registration:
Professional Engineer: NM #23908

Education:
BS Civil Engineering

As a transportation engineer and project manager, Logan thrives on figuring out how all the various pieces of the project puzzle get put into place, from planning through design and into construction. Transportation projects always have many moving parts to coordinate across disciplines, and Logan inherently sees how to line up all the pieces and knows where everything needs to go. He takes pride in seeing his projects get built and loves being in the field when the construction equipment starts rolling.

Logan has assisted municipalities, counties, and the NMDOT in developing their transportation infrastructure, ranging from sidewalks and multimodal trails, to roadways and intersections, to interstates and interchanges. He has experience in both rural and urban contexts.

Relevant Project Experience: US 70 / NM 48 Intersection Design • Village of Ruidoso | Restoration and Improvements – FEMA DR-4795-NM • Village of Ruidoso | E. Mescalero Rd. Bridge Replacement • City of Roswell | University Ave. from Avenida de Mesilla to Main St. • NMDOT | Little Walnut Rd. • Grant County | Ridge Rd. Improvements • Grant County | NM 14 / NM 536 / Frost Rd. Intersection Reconstruction • NMDOT | NM 404 Capacity and Safety Study • NMDOT | NM 74 and Po'Pay Rd. Intersection Improvements • Ohkay Owingeh

Denise Aten, AICP | Grant Consulting

Experience:
30+ years total; 14 years with BHI

Registration:
American Institute of Certified Planners #023292

Education:
MS Environmental Planning

BA Mathematics and Economics

Denise has more than 30 years of planning experience, including the implementation of a variety of infrastructure, land use, and environmental planning projects with a focus on public and stakeholder outreach and engagement, agency coordination, and community benefits. Her entire career has been spent on publicly funded transportation planning efforts resulting in a broad-based knowledge of Federal-Aid transportation funds available to local agencies, regions, states, and tribes. As project manager and under previous employment, she has worked closely with metropolitan planning agencies and council of governments on the funding processes required for expenditure of some of these funds, as well as supported the NMDOT in applying asset management and decision-making tools to develop the Statewide Transportation Improvement Program (STIP). She is well-versed in the requirements around FHWA funds and has successfully developed federal grant applications. In addition, Denise worked with the NMDOT to update the NMDOT Tribal / Local Public Agency Handbook with guidance on how to align with federal funding requirements.

Relevant Project Experience: US 70 / NM 48 Roundabout Study • Village of Ruidoso | Charging and Fueling Infrastructure (CFI) Discretionary Grant • City of Roswell | Grant Support • NMDOT | Roadway Design Standards and Infrastructure Planning • Town of Edgewood | Bicycle & Pedestrian Master Plan • City of Roswell

Alvin Dominguez, PE | Local Liaison / Client Advisor

Alvin is a Senior Transportation Engineer who supports design teams in civil engineering projects, ranging from a variety of transportation projects, including roadway facilities and associated drainage for rural corridors to interstate interchanges. He also provides direct support in the completion of state and federal grant applications for transportation funds. Alvin's enhanced project management skills result from rigorous investigation and project planning with identification of crucial tasks, dependencies, and scope gaps. He is dedicated to delivering cost-effective, constructible solutions to both municipal and private clients. He also brings strong local relationships throughout southern New Mexico.

Experience:
42 years total; 10 years with BHI

Registration:
Professional Engineer: NM #12438

Education:
BS Civil Engineering Technology

Relevant Project Experience: US 70 / NM 48 Roundabout Study • Village of Ruidoso | 2022 Local Government Road Fund (LGRF) Co-Op Program Certification • Village of Ruidoso | Engineer Certification 2020 Co-op Project • Village of Ruidoso | FY 2021 MAP Certification • Village of Ruidoso | MAP-7527(901) L200395 • Village of Ruidoso | MAP-7627(915) Professional Engineer's Certification • Village of Ruidoso | River Trail, Ph. III • Village of Ruidoso | Engineer's Certification MAP Project #L200617 • Village of Ruidoso

Eric Hamilton, PE, CFM | Disaster Assessment

Eric is passionate about leveraging engineering to improve community quality of life through the development and enhancement of infrastructure. He has been serving southern New Mexico for more than a decade and is known for connecting and caring about his clients and acting as a trusted advisor. In part because of these relationships, Eric has been supporting other clients with their own disaster responses, helping them assess damages and plot a path forward to leverage federal funding to get their infrastructure back in order. With a diverse technical knowledge base and proficiency in project development and management, Eric successfully leads cross-functioning project teams on projects related to flood control design, drainage, roadway reconstruction (urban / rural), traffic, and utility engineering.

Experience:
12 years total; 1 year with BHI

Registration:
Professional Engineer: NM #25647

Certified Floodplain Manager: NM #NM-19-00440

Education:
BS Civil Engineering Technology

Relevant Project Experience: FEMA Disaster No. DR-4886-NM • Otero County | Hillsboro Drainage Master Plan Update • Sierra County | Butte Blvd. Pavement Overlay • City of Elephant Butte | China Draw East Florida Flood Prevention • Luna County | Columbus Bypass Roads Right-of-Way • Luna County | Grant St. Roadway Reconstruction • City of Anthony | Linda Ledesma Rd. Roadway Construction • City of Anthony | San Andres Dr. and Ocotillo Dr. Improvements • City of Elephant Butte | San Andres Dr. Roadway and Drainage Improvements, Ph. 2 • City of Elephant Butte | West Davis St. Sidewalk Improvements, Ph. II • Village of Hatch

Anthony Dominguez | Construction Phase Services (CPS)

Experience:
10 years total; <1 year with BHI

Education:
Coursework Civil Engineering Technology

Anthony is a construction observer in BHI's Construction Engineering Group. His duties include monitoring and facilitating contractor-owner relations; ensuring the compliance and proper application of the project plans, contract documents, and specifications; documenting, researching, discussing, and providing solutions to design issues; and quantifying and providing justification of contract quantities and costs. Anthony applies a personal responsibility to each project that extends beyond the construction phase, to include constructability review during design and project closeout that provides a complete, turn-key project to the owner. He also helps in the coordination of the project with the contractor, the owner, the materials and testing laboratory, and survey crews and works toward developing a consensus among the stakeholders with a functional approach. His documentation skills for the construction phase of a project include compliance with oversight agencies' guidelines and requirements that include testing documentation, workforce documentation, and ADA documentation, among numerous others. When required by the project, he monitors traffic control operations and performs concrete, soils compaction, and hot mix asphalt testing. He also coordinates and conducts final inspection of work as required by the project, funding agency, and the client.

Relevant Project Experience: Los Lunas Boulevard CPS • Village of Los Lunas | Ridge Road Construction Phase I • Grant County | Piñon Hills Blvd. Extension CPS • City of Farmington | Sunport Blvd Pavement Improvements • City of Albuquerque

3. Desirable Specifications

Understanding of Scope

BHI has a strong understanding of how to be a responsive and efficient on-call consultant. While the scope of services for the proposed contract is devoted to watershed-related projects, the scope of work on any given task order will generally span the entire project lifecycle, from initial ideas to final construction.

With BHI's Concept-to-Complete portfolio of services, we can support the Village across all stages of project development. This includes the planning, feasibility / study phase, data collection, engineering and design phases, and construction phase services. We apply our expertise in multiple disciplines to help clients like Ruidoso visualize their projects, optimize their resources, and realize exceptional solutions that meet their needs for the natural and built environments. Our team, including specialty subconsultant partners, knows how to help you:

- Establish the guiding concepts and create a definitive vision for your task orders that can be shared to generate support and consensus.
- Identify ways that help you best capitalize on your resources: available data, personal and institutional knowledge, in-house personnel and resources, industry best practices, and potential funding opportunities.
- Develop innovative and implementable ideas that achieve your goals, fit your constraints, and reflect your responsibility as a steward of both your community and your environment.
- Focus on how the initial planning and feasibility effort becomes a roadmap to implementation, not a compilation of grand ideas that sits on the shelf.
- Survey and map the project area so we know the spatial data collected provides accurate foundational data for the work, forming the basis of decisions throughout your project's development and ultimate construction.
- Design your project, scrutinizing the plan sets to ensure that your infrastructure — whether a storm drain, retention / detention facility, or waterway crossing — can be constructed with ease, within your budget, and on your schedule.
- Create models and renderings of your design when needed to support engagement and outreach, visually communicating the project's impact to the public and stakeholders.
- Provide construction phase support and hold the contractor accountable to the planning vision and design intent so that the project built is the project you've envisioned.

We do these things because we know that — for you — the project is not truly complete until your concept is finally transformed into reality. That is what it means for BHI to provide Concept-to-Complete services.

Familiarity with Village's Unique Needs

The Village of Ruidoso's watershed system presents a unique set of challenges and priorities shaped by recent catastrophic wildfires, including the Salt Fire, South Fork Fire, and Blue 2 Fire. Each of these events has significantly altered watershed behavior within the surrounding mountain terrain, removing vegetative cover, destabilizing soils, and accelerating post-fire erosion and debris flow potential. These conditions have amplified sediment transport into the Rio Ruidoso and its tributaries, degraded water quality, and heightened flood risks downstream, particularly during summer months that are prone to high-intensity rain events as evidenced by the 2025 monsoon season. As a result, the hydrologic response of these burned watersheds is now far more variable and unpredictable than pre-fire conditions.

Understanding these post-fire watershed dynamics is essential to developing effective, resilient watershed projects that protect the Village of Ruidoso's residents, infrastructure, and natural resources. Rehabilitation efforts must integrate sediment and debris control, flood attenuation, and vegetation reestablishment while maintaining ecological balance across steep mountain slopes and narrow valleys. Additionally, project designs should account for altered infiltration rates, increased runoff coefficients, and potential channel migration patterns. By aligning new watershed protection and restoration initiatives with the evolving post-fire landscape, Ruidoso can better safeguard its water supply, reduce downstream hazard exposure, and restore long-term watershed stability.

4. Proximity to and or Familiarity with the Area in which the Project is Located

BHI and our teaming partners are very familiar with Ruidoso from our work on area projects, including for the Village of Ruidoso. As one of the Village's On-Call Engineers, we have been providing professional consulting services for many projects, including the trail projects described above, the Ruidoso Traffic Calming Guide, and the Ruidoso Roadway Design Guide. Under a separate contract, as part of a planning team, we provided support for the Ruidoso Comprehensive Plan.

Our proposed team members CobbFendley and Epsilon have assisted with the trail projects described above; in addition, they have assisted with other projects in the area, including projects at the schools. CobbFendley has recently completed post-fire hydrology and hydraulics modeling to assist the Village to establish an interim FEMA floodway / zone map the Village can use to help inform property owners of potential flooding risks moving forward.

Alvin Dominguez has helped advise and alert the Village with NMDOT funding applications and has been available to assist your staff with other technical advice, including securing certifications for LGRF projects in the Village. He is familiar with your community because of his previous positions at the NMDOT and can bring his historical knowledge of the area to help guide the team on projects that will be developed through this on-call contract.

Currently, BHI is performing engineering services for other clients in your area. These projects include drainage engineering task orders to improve the infrastructure along US 70 with the NMDOT. Logan Brandenburg is also in the area frequently, attending field surveys and developing designs for the rehabilitation and replacement of roads and drainage structures impacted by recent flooding. He has toured numerous areas impacted with Village staff including six bridge sites that were originally washed out in 2008.

5. Current Volume of Work with the Contracting Agency Not 75% Complete (Appendix H)

Included in the following pages.

6. Signed Campaign Contribution Form (Appendix B)

Included in the following pages.

7. Debarment Certification (Appendix F)

Included in the following pages.

8. Non-Collusion Affidavit (Appendix G)

Included in the following pages.

9. New Mexico Preferences (If Applicable)

Included in the following pages.

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-003P Professional Engineering Services for Watershed Projects

Offeror Name: Bohannan Huston, Inc. **FEIN#** 850202170

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

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

Bohannan Huston, Inc.
7500 Jefferson Street NE
Albuquerque, NM 87109

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

Name Alandren Etlantus
Title Senior Vice President
E-Mail Address aetlantus@bhinc.com
Telephone Number 505.823.1000

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

Name Alandren Etlantus
Title Senior Vice President
E-Mail Address aetlantus@bhinc.com
Telephone Number 505.823.1000

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

Name Alandren Etlantus
Title Senior Vice President
E-Mail Address aetlantus@bhinc.com
Telephone Number 505.823.1000

5. Use of Sub-Consultants (Select one)

____ No Sub-Consultants will be used in the performance of any resultant contract OR

_X_ The following Sub-Consultants will be used in the performance of any resultant contract:

COZ Engineering, Epsilon Solutions, Cobb Fendley & Associates, Pland Collaborative

(Attach extra sheets, as needed)

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

None anticipated

(Attach extra sheets, as needed)

7. _X_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

_X_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

_X_ I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature

October 16, 2025
Date

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

APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2024-003P

On-Call Professional and General Engineering Services

Firm: Bohannan Huston, Inc. Date: October 16, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. BHI has no competitively awarded projects.					
2.					
3.					
4.					
5.					
			Totals		

Table B-On-Call Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. RFP 2024-003P*	1/10/2024	Not capped	$2,610,001.15	22%	$574,182.20	$2,035,818.95
2.						
3.						
4.						
5.						
		Totals	$2,610,001.15		$574,182.20	$2,035,818.95

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6

months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

*Task Orders contracted under BHI's Village of Ruidoso On-Call Professional & General Engineering Services Contract (contract code RFP 2024-003P) include the following:

+ US 70 NM 48 Intersection Design
+ Starlite Road Emergency Repair
+ Restoration and Improvements - FEMA DR-4795-NM PW #9, 21, & 163
+ FEMA DR-4795-NM PW #11, 24, 290, & 299

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

_____ October 16, 2025
Signature Date

Senior Vice President
Title (Position)

APPENDIX F – DEBARMENT CERTIFICATION

RFP#2026-003P
Professional Engineering Services for Watershed Projects

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Alandren Etlantus - Senior Vice President
Typed Name & Title of Authorized Representative

October 16, 2025
Date

Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-003P
Professional Engineering Services for Watershed Projects

STATE OF New Mexico)
) SS
COUNTY OF Bernalillo)

Alandren Etlantus, being first duly sworn, deposes and says:

That he/she is Senior Vice President of Bohannan Huston, Inc.
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: _____

SUBSCRIBED and sworn to before me this 9th day of October 2025.

CLAIRE BLUETT
Notary Public
State of New Mexico
Comm. # 1116227
My Comm. Exp. Nov 4, 2028

Notary Public: Claire Bluett

My commission expires: November 4, 2025

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **BOHANNAN-HUSTON, INC.**

DBA: **BOHANNAN-HUSTON, INC.**
7500 JEFFERSON ST NE
ALBUQUERQUE, NM 87109-4338

Expires: **16-Nov-2026**

Certificate Number:

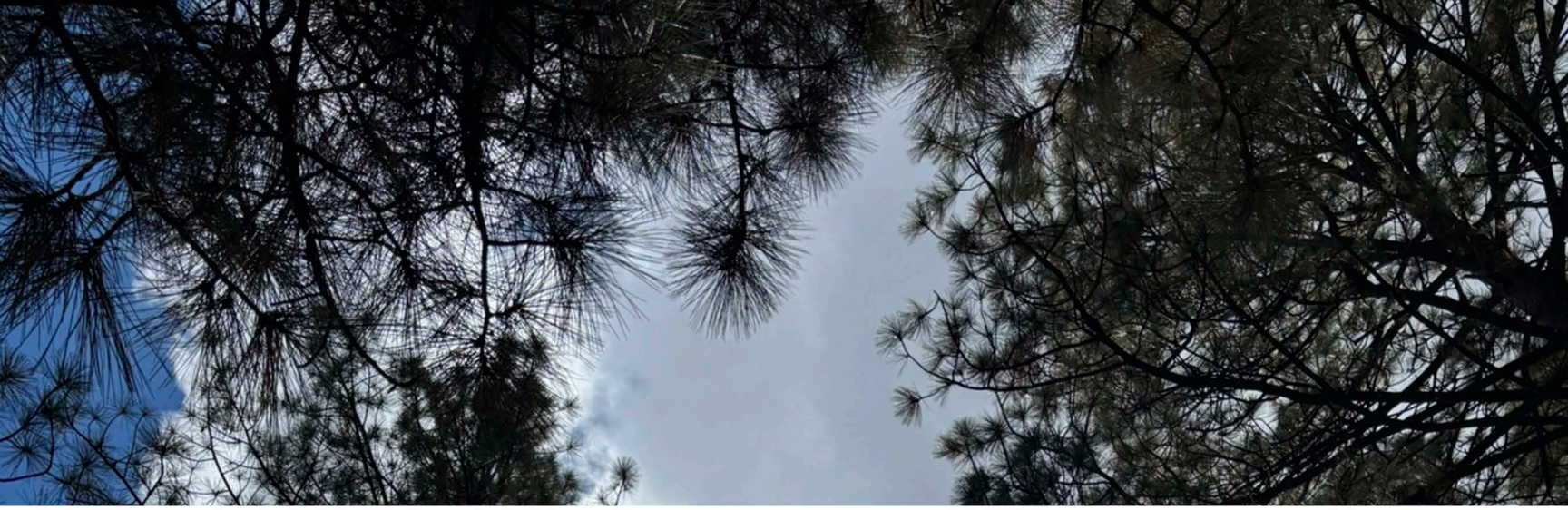
L0937286256

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

G. OTHER SUPPORTING MATERIAL

None included.



Bohannan Huston

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 27, 2025

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	$128	$143	$168	$188	$213	$248	$273
SURVEYOR	$128	$143	$168	$188	$213	$248	$273
TECHNICAL MANAGER Project Manager, Data Scientist, Construction, IT	$128	$143	$168	$188	$213	$248	$273
PLANNER Community, Transportation	$113	$123	$148	$168	$188	$218	$273
DESIGNER Civil, Structural, Mechanical, Electrical, Survey, Geospatial	$108	$118	$143	$153	$173	$193	$213
PROJECT ADMINISTRATOR	$103	$123	$148	$168	$188	$213	$233
CONSTRUCTION OBSERVER	$98	$103	$113	$118	$133	$148	$188
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, GIS Tech, Graphics Specialist	$88	$93	$113	$118	$133	$143	$158
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	$73	$83	$98	$108	$118	$143	$163
ADMINISTRATIVE PROFESSIONAL	$73	$83	$98	$108	$118	$123	$138

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem - Field personnel in accordance with the latest GSA Schedule based on location of service

Travel - Office/Professional staff travel costs (Air, car, meals and lodging) will be billed at cost

Survey Equipment Charge - $33.00/Hour

Survey Material Charge - $7.00/Hour

GIS Equipment Charge - $25.00/Hour

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannan Huston, Inc.

Web/Data hosting fee $ **1,295.00** per month

Web/Data hosting Setup $ **5,000.00** per site

Bohannan Huston

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-003P Professional Engineering Services for Watershed Projects

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Cobb, Fendley & Associates, Inc., hereinafter referred to as the "Consultant" 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	Cobb, Fendley & Associates, Inc.
Department: Finance	Sean Wolfe, PG
ATTN: Procurement Manager	ATTN: Senior Vice President, Region Manager
Street: 313 Cree Meadows Drive	Street: 3820 Academy Parkway North NE
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Alburquerque, NM 87109
Phone: 575-258-4343 Ext. 1082	Phone: 505-389-4696
Email: purchasing@ruidoso-nm.gov	Email: swolfe@cobbfendley.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-003P Professional Engineering Services for Watershed Projects** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Sean Wolfe, PG, Senior Vice President, Region Manager

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

_____
Lynn D. Crawford, Mayor

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

Cobb, Fendley & Associates, Inc.

_____
Sean Wolfe, PG, Senior Vice President, Region Manager

Date:_____

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-003P
Professional Engineering Services for Watershed Projects

The Village of Ruidoso is seeking professional services to restore or enhance wetlands, streams, and riparian areas; implement storm water management, drainage improvements and infiltration techniques; improve aesthetics; and increase recreational opportunities in the Village of Ruidoso. Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in watershed restoration planning, design, and construction oversight. Certification as a Flood Plain Manager with the NM Association of Floodplain Mangers and experience with utilizing Natural Resources Conservation Service (NRCS) design standards as a Technical Service Provider is preferred. The Engineering firm selected through this RFP process will be responsible for planning, designing, surveying, bidding, and construction phase services for:

- wetland/stream/riparian improvements
- fish habitat structures
- erosion control structures (e.g., Zuni bowls and rock rundowns)
- infiltration structures such as bioretention basins and infiltration trenches
- xeriscaping and native plant landscaping
- recreational and educational trails and other amenities
- River gradient control structures and other engineered river structures to protect assets and other flood mitigation improvements
- Watershed improvements to reduce surface water impairment and/or eliminate impairment
- Disaster assessment, repairs, and mitigation through NRCS Emergency Watershed Protection Program, NM Department of Homeland Security and Emergency Management (NM DHSEM), and Federal Emergency Management Agency.
- all other associated project requirements.

Furthermore, the Engineering firm will be utilized in other projects to conduct reviews and provide professional opinions of site plans, construction plans, and projects that have impacts to drainage, surface waters, and wetlands and provide recommendation to mitigate impacts or improve the designs. The Engineering firm will also need to provide GIS shapefiles in the Village of Ruidoso's preferred datum for an structure that is put in.

Projects will be within Village of Ruidoso municipal limits, Village of Ruidoso owned properties outside of municipal limits, and Eagle Creek drainage. The engineer is expected to acquire or complete any necessary permitting, clearance, easements, environmental and cultural assessments, etc. Not all projects will be fully funded, and the engineer may be asked to assist with grant opportunities. All project work will be assigned to consultant(s) through Task Orders.

Technical Proposal

Village of Ruidoso

Professional Engineering Services for Watershed Projects
RFP #2026-003P

ORIGINAL

October 17, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

CobbFendley

Technical Proposal

Village of Ruidoso

Professional Engineering Services for Watershed Projects
RFP #2026-003P

COPY

October 17, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

A. Signed Letter of Transmittal (Appendix D)

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-003P Professional Engineering Services for Watershed Projects

Offeror Name: Cobb, Fendley & Associates, Inc. **FEIN#** 742192879

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

1. Identity (Name) and Mailing Address of the submitting organization:
   Cobb, Fendley & Associates, Inc.
   3820 Academy Parkway North NE, Albuquerque, New Mexico 87109

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

   Name Sean Wolfe, PG
   Title Senior Vice President, Region Manager
   E-Mail Address swolfe@cobbfendley.com
   Telephone Number 505.389.4696

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

   Name Sean Wolfe, PG
   Title Senior Vice President, Region Manager
   E-Mail Address swolfe@cobbfendley.com
   Telephone Number 505.389.4696

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

   Name Brad Sumrall, PE
   Title Project Principal
   E-Mail Address bsumrall@cobbfendley.com
   Telephone Number 505.389.4693

5. Use of Sub-Consultants (Select one)

   ____ No Sub-Consultants will be used in the performance of any resultant contract OR

A. Signed Letter of Transmittal (Appendix D)

✓ The following Sub-Consultants will be used in the performance of any resultant contract:

Consensus Planning will provide Landscape Architecture and Planning Services and **SWCA Environmental Consultants** will provide Environmental Services

(Attach extra sheets, as needed)

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

N/A

(Attach extra sheets, as needed)

7. ✓ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
✓ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
✓ I acknowledge receipt of any and all amendments to this RFP.

Sean Wolfe

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

10/17/2025

Date

B. Table of Contents

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CobbFendley

Infrastructure solutions to move you from concept to completion.

C. Proposal Summary

Village of Ruidoso
Attn: Procurement Manager
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345

October 17, 2025

RE: RFP #2026-003P | Professional Engineering Services for Watershed Projects

Members of the Selection Committee:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit our technical proposal for consideration in response to the Village of Ruidoso's Professional Engineering Services for Watershed Projects RFP. We have a proven track record of success working on similar on-call engineering contracts for local New Mexico municipalities, including the Cities of Las Cruces, Alamogordo, and Roswell; the New Mexico Energy, Minerals, and Natural Resources Department (ENMRD); and the NMDOT. ***In addition, we have consistently provided quality services and deliverables since 2024 in support of fire and flood recovery projects.*** We are confident that our expertise and ***commitment to excellence*** will be of great value to the Village.

Project Leadership

Our local Project Manager, Chris Almy, PE, is a dedicated, qualified engineer focused on managing your projects to successful completion. He has experience working on similar multi-disciplined projects and will work with the Village to meet your expectations and goals for project success. Mr. Almy holds the technical knowledge to serve the Village and the experience of understanding the public challenges that potentially surround public infrastructure improvement projects. He will be integrally involved in the design, development, bidding, and construction of projects. Mr. Almy will be your primary point of contact for project tasks. He is supported by Mr. Brad Sumrall, Project Principal, who will provide executive oversight and QA/QC. Mr. Sumrall will also work with Mr, Almy to allocate resources and confirm that the project budget and schedule stays on target. ***He can be reached at 505.389.4705 and calmy@cobbfendley.com***.

Project Team

CobbFendley understands that the Village requires a multi-disciplined team to provide specialized services such as drainage design, riverine restoration, hydrologic and hydraulic (H&H) evaluation, flood disaster protection and recovery support, fire restoration, erosion control, site design, utility coordination, land surveying, landscape architecture, and environmental permitting, among others. Our firm's experience with multiple disciplines provides a business model that is designed to provide comprehensive design services. We are bringing a team of seasoned professionals with experience working together to cover the breadth of your public infrastructure project(s) needs.

Our CobbFendley team will operate out of our Albuquerque office and will be supported by local design engineers and surveyors from our other mountain region offices to provide additional resources for larger or quick-turnaround projects or multiple work orders. CobbFendley will provide engineering, construction management, SUE, and surveying services in-house and partner with three local subconsultants as follows: **Consensus Planning, Inc. (Consensus Planning)** will provide landscape architecture and planning services and **SWCA Environmental Consultants (SWCA)** will provide environmental services.

Enclosed, you will find our comprehensive technical proposal, which includes detailed information about our company, our team, and our relevant experience. We have highlighted key projects and methodologies that demonstrate our capabilities and the ***history of success*** we have achieved. As Region Manager, I, Sean Wolfe, PG, am authorized to contractually obligate and negotiate the contract on behalf of CobbFendley. CobbFendley accepts the Conditions Governing the Procurement as required in Section II. C.1., the Evaluation Factors contained in Section V of this RFP and receipt of any and all amendments to this RFP. ***We are excited about the opportunity to work with the Village and contribute to the success of your future on-call projects***.

Sincerely,

Sean Wolfe

Sean Wolfe, PG | Senior Vice President + Region Manager | swolfe@cobbfendley.com | 505.389.4696

3820 Academy Parkway North NE, Albuquerque, New Mexico 87109 505.389.4693 www.cobbfendley.

D. Response to Contract Terms and Conditions

CobbFendley respectfully requests consideration of the following exceptions to Appendix C – Professional Services Agreement

2. Scope of Work.
At the end of the paragraph, request to insert: "*Consultant's services shall be performed with the professional skill and care ordinarily provided by competent members of the same profession practicing under the same or similar circumstances and professional license (Standard of Care).*".

Professional services are judged on the basis of a professional Standard of Care; we would like to request the establishment of a standard for our performance of the services in the contract.

21. Default/Breach.
Request to insert: "In case of Default and/or Breach by the Consultant, ~~*for any reason whatsoever,*~~ the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible *to the extent caused by Consultant's negligence* 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.".

Our Professional Liability policy only covers damages caused as a direct consequence of our negligent acts or omissions.

25. Indemnification.
In the first sentence, request to delete "The Consultant 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…".

'Of any kind from any source' is a very broad descriptor of liabilities, which may or may not have coverage under our Professional Liability policy.

26. Default and Force Majeure.
In the first sentence, request to insert: "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 Consultant fails to meet the provisions of this Agreement *according to the Standard of Care* and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default.".

Our Professional Liability policy covers errors and omissions based on a Standard of Care; the statement as written may be uninsurable.

30. Commercial Warranty.
Request to delete: "The Consultant agrees that the tangible personal property ~~*or services*~~ furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property ~~*or services*~~, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.".

Our Professional Liability insurance covers errors and omissions for our services based on a Standard of Care, not warranties. Language regarding warranties of fitness for a particular purpose or merchantability is not generally used for professional services and may void our insurance coverage.

37. Inspection of Services.
E. In the first sentence, request to insert: "If any part of the services does not conform with the requirements of this Agreement, *according to the Standard of Care,* the Procuring Agency may require the Consultant to re perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount.".

Our Professional Liability policy covers errors and omissions based on a Standard of Care; the statement as written may be uninsurable.

39. Insurance.
C. On lines 1 and 2, request to delete: "Consultant 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 Consultant.

Workers' Compensation and Professional Liability policies do not allow for additional insureds.

On lines 4 and 5, request to delete: "Such a 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.".

The term "primary" is a function of additional insured status. Since Workers' Compensation and Professional Liability policies cannot have additional insureds, the policies technically cannot be termed primary to a third party. They will function in the same way as a primary policy, and the client's insurance won't be asked to respond to WC/PL claims, but it won't be labeled as such on our certificate of insurance.

E. Offeror's Additional Terms and Conditions

Please see our response from the previous page for CobbFendley's additional terms and conditions

Excellence in Action

RANKED

#176

ENR TOP 500 DESIGN FIRMS 2025

2024 AWARDS

Hot Firm 2024

#20 Civil Engineering

2024 Best Firms To Work For

#21 200+ Employees

F. Response to Specifications

1. ORGANIZATIONAL EXPERIENCE

Firm's History and Background

CobbFendley was established on April 1, 1980, to provide infrastructure consulting services. As a client-oriented firm, CobbFendley believes that the principal factor behind our 45 years of success and growth is our dedication to producing quality, timely work. Mr. John "Odis" Cobb and Mr. William Fendley have seen CobbFendley grow into a top-ranking firm that offers a range of integrated services that support value and quality-based solutions for our clients.

CobbFendley has nearly 700 specialized professionals with dedicated full-service departments in the fields of municipal engineering, H&H, water and wastewater, surveying, subsurface utility engineering (SUE), utility coordination, structural, transportation, construction management, GIS, right-of-way (ROW) acquisition, development, and power delivery, among others. Currently, we have nearly 700 employees comprised of surveyors, engineers, SUE specialists, GIS specialists, designers, technicians, ROW agents, permitting specialists, and support personnel. ***We look forward to bringing our commitment and expertise to the Village of Ruidoso***.

Firm's Local Presence in New Mexico and Overall Corporate Capabilities

In 2010, our firm committed to improving communities in New Mexico when we opened our Albuquerque office to provide civil engineering, surveying, and SUE services. The following proposal demonstrates CobbFendley's capabilities and experience of our team of engineers and experts who are exceedingly capable and immediately available to work with the Village on your on-call projects.

Our clients in New Mexico benefit from our experienced and skilled local team. Our engineering, survey, and telecommunications experts work together, coordinating each effort to deliver additional value in the form of streamlined schedules and early identification and resolution of potential project issues. The team for the Village's projects is led by engineers licensed and residing in New Mexico. While the Village's projects will be led by our local office, the Village will have access to CobbFendley's depth of resources and expertise, as needed. Our teams are ready to put our boots on the ground as soon as we are given notice to proceed. This has been our approach and commitment since beginning work for the Village last year on multiple projects including the ***Stormwater Asset Inventory Data Collection; Rio Ruidoso Bridge Hydraulic Analysis and Recommendations; and New Floodplain Designation for Perk Canyon.***

AREAS OF EXPERTISE	LOCAL CAPABILITY	FIRM CAPABILITY
Broadband	●	●
Construction Management	●	●
Development	●	●
GIS	●	●
Hydraulics & Hydrology	●	●
Municipal Engineering	●	●
Oil & Gas Pipeline Design		●
Power Delivery		●
Right-of-Way Acquisition	●	●
Structural Engineering	●	●
SUE	●	●
Survey	●	●
Transportation	●	●
Telecommunications	●	●
Traffic Engineering		●
Utility Engineering	●	●

Relevant Corporate Experience

Our team has ***extensive experience related to watershed restoration*** with an emphasis on ***natural and sustainable solutions*** applicable to the environment of southern New Mexico. CobbFendley's experience with multiple disciplines and utility services provides a business model that is designed to respond to expedited work orders. Our firm is uniquely qualified to address anticipated engineering projects tasked by the Village. CobbFendley has successfully completed watershed and water resource projects for over 45 years, including numerous projects for cities and similar municipalities charged with providing safe and reliable drainage and stormwater infrastructure.

Watershed Engineering Services

CobbFendley is a trusted advisor to counties and cities throughout New Mexico. We pride ourselves on thinking outside the box while recommending common sense approaches that best serve the interests of the client and its taxpayers. CobbFendley is fully capable of providing complete watershed improvements. From securing the easements or ROW, to the development of construction plans, through the management of construction, our experienced professionals approach each project with a focus on providing cost-effective solutions to the challenges of building public infrastructure. Our area of expertise includes:

F. Response to Specifications

- Hydraulic and Hydrology (H&H) Studies
- Channel Design and Rectification
- Storm Sewer and Culvert Design
- Flood Mitigation Facilities
- Floodplain Analysis and Mapping
- FEMA Reports, including Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR)
- Green Infrastructure Stormwater Solutions such as rain gardens, Zuni bowls, check dams, stormwater wetlands, and similar water harvesting applications.

Grant Funding Consulting, Grant Searching, and Application Process

CobbFendley has experience with securing financial assistance for our clients. Below, we have outlined our grant funding process, the types of grants available, and our coordination with granting agencies.

Step 1: Identify Project Needs and Target Specific Granting Authorities

To support our clients, the best solution to achieving project success is to find grant funding that aligns with your project objectives and provides terms that are amenable to the Village. Many grants require some form of match or potentially include grant/loan terms. Not all funds align with financial conditions for the Village, so such terms must be considered. Our team will research the available funding sources to identify those that best meet the Village's needs. We are aware that specific projects have been identified for which the Village is seeking grant funding. ***In addition, members of our project team will be attending a Grant Funding workshop presented at the New Mexico Infrastructure Finance Conference, November 6, 2025 in Albuquerque***. This workshop will address the latest information related to grant applications and programs available to municipal governments.

Step 2: Field Assessment + Budget Creation

Once the appropriate funding is received and the project is identified for grant application, CobbFendley will perform a site visit to identify local conditions and determine the scope of work. Based on field observations, CobbFendley will prepares the budget justification for the project, which is sealed by a licensed Professional Engineer. This budget breaks down the estimated cost of construction and the cost of professional engineering design services. Grant funding can apply to various aspects of the project depending on the funding source and program requirements. Grants can cover engineering design, the cost of the construction of the project, and grant administration, although specific terms vary. In some cases, grants will only cover a portion of the construction costs, thus requiring the Village to provide matching funding for the remaining cost of construction. However, contributions in kind may be considered depending on the terms of the grant.

Step 3: Partnering/Stakeholder Coordination and Scheduling

Upon grant approval, a coordination meeting between the Village and CobbFendley is needed. At this meeting, we will clarify what the grant will pay for and the amount of the grant. Specific terms that must be fulfilled, such as Tribal/Local Public Agency compliance requirements to meet NMDOT/FHWA funding obligations are included. After the program criteria are identified, a project schedule is established that includes the preliminary and final design submittals, partnering meeting dates, advertising dates, council award dates, construction notice to proceed, and construction completion dates.

Types of Grant Fundings and Coordination with Grant Agencies

CobbFendley's engineers have extensive experience working with numerous agencies that provide grant and loan funding such as ***the New Mexico Finance Authority, NMED Construction Programs Bureau, NMED, and USDA-Rural Development***. We are thoroughly familiar with their requirements and protocols. Our team has experience with the following potential sources of funding for your project(s):

- U.S. Department of Agriculture Rural Development
- Colonias Infrastructure Fund (CIF), Drinking Water State Revolving Loan Fund (DWRLF), and Water and Wastewater Grant Fund (WWWGF) administered by the New Mexico Finance Authority
- New Mexico Water Trust Board
- Clean Water State Revolving Loan Fund (CWSRF) administered by the New Mexico Environment Department (NMED)
- Rural Infrastructure Loan Program (RIP)
- Natural Resource Conservation Service Emergency Watershed Protection Program
- Direct Coordination with NM Department of Homeland Security and Emergency Management
- Appropriation grants from the New Mexico State Legislature Experience With Federally-Funded Projects

F. Response to Specifications

Experience With Federally-Funded Projects

CobbFendley also has successfully delivered projects funded by various federal programs including:

- Community Development Block Grant (CDBG)
- FEMA-approved 404 Hazard Mitigation Grant Program (HMGP)
- American Rescue Plan Act (ARPA)
- FHWA-funded projects administered by NMDOT
- U.S. Economic Development Administration (EDA) grants
- HUD Disaster Recovery Funding
- Transportation Alternatives Program (TAP)

Permitting

Some projects may require permits for construction, such as NMDOT, EPA, railroads, etc. CobbFendley has extensive knowledge and experience concerning applicable regulations and permits within the public infrastructure arena. We regularly contact, coordinate, and obtain permits from a wide array of public and private agencies that have vested rights on properties impacted by infrastructure improvements. These permits include:

- **City of Alamogordo:** Utility department shut off, utility locating, and utility coordination
- **El Paso Electric:** Easements and right-of-entry (ROE)
- **NMDOT:** Driveway and access permits, easements, and right-of-entry for data collection and investigations
- **Union Pacific Railroad:** ROE and utility crossing permits impacting railroad ROW
- **USACE:** Clean Water Act 401/404 permits due to impacts on jurisdictional waterways
- **New Mexico Gas Company (NMGC):** Access permits, creation of easements, and ROE

Firm's Experience Working with Government and Private Clients on Similar Engineering and Consulting Contracts

CobbFendley understands the challenges around quick deployment to respond to on-call requests and has structured our operations and management approach to meet them. The fact that a majority of our firm's business comes from repeat clients is a direct result of their satisfaction with our services. ***Our clients continue to utilize our expertise due to our depth of experience, customer service, and dependability***. Due to the quick turnaround of many of our project schedules, CobbFendley's business model is established to allow for efficient decision-making and scoping. CobbFendley has extensive experience with on-call, quick turnaround and emergency response projects.

Our current active on-call engineering agreements with similar agencies throughout the state of New Mexico include the Cities of Alamogordo, Las Cruces, Rio Rancho, Truth or Consequences, Counties of Bernalillo and Catron, Southern Sandoval County Arroyo Flood Control Authority (SSCAFCA), New Mexico Department of Transportation (NMDOT), New Mexico Energy, Minerals, and Natural Resources Department (EMNRD), Energy Transfer, and the New Mexico Facilities Management Division (FMD). Below is a list of our active on-call agreements with similar agencies throughout the region:

CURRENT NEW MEXICO ON-CALL CONTRACTS	
Agency	**Agreement**
City of Alamogordo	On-Call Engineering Services
City of Rio Rancho	■ Utility Engineering On-Call ■ Public Works Engineering On-Call
City of Roswell	On-Call Civil Engineering Services
City of Truth or Consequences	On-Call Engineering Services
City of Las Cruces	■ On-Call Civil Engineering Services ■ On-Call General Engineering Services ■ On-Call Utilities Engineering Services
Village of Ruidoso	■ On-Call Water and Sewer System Improvements ■ On-Call Professional Engineering Services for Watershed Projects
Catron County	On-Call General Engineering Services
Bernalillo County	On-Call Engineering and Surveying Services
Southern Sandoval County Arroyo Flood Control Authority (SSCAFA)	On-Call Water Resources Engineering and Planning Services
New Mexico Facilities Management Division	On-Call Architectural and Engineering Services
New Mexico EMNRD State Parks	On-Call Professional Engineering Services
NMDOT Statewide	On-Call Drainage Engineering Services

F. Response to Specifications

CURRENT NEW MEXICO ON-CALL CONTRACTS	
Agency	**Agreement**
Albuquerque Bernalillo County Water Utility Authority	On-Call Engineering Services
New Mexico State University	On-Call Civil Engineering Services

CobbFendley has established, and will continue to maintain, our commitment to the Village by exhibiting sound management, offering unrivaled professional engineering experience and capability, producing quality products, and adhering to the highest standards of professional engineering ethics.

Team's Planning, Landscape, Design, and Surveying Capabilities

Planning and Landscape Services Capabilities

CobbFendley understands that planning and landscape architecture will be an important component for the Village's Watershed projects, as outlined in the scope of work. Specifically, we understand that the Village would like our team to perform xeriscaping and native plant landscaping and provide improvements to recreational and educational trails.

To perform this task, CobbFendley has included Consensus Planning as a subconsultant to the team. They are a landscape architecture and planning firm located in Albuquerque, with a staff of 18 professionals, including five landscape architects and designers. They provide the highest quality site planning, landscape, and irrigation design services to their clients.

The firm has completed projects ranging from small residential designs to large-scale master planning projects, including recreation and neighborhood parks, schools, health, office, commercial developments, environmental studies, urban design elements, strategic plans, location studies, area plans, mixed-use developments, and state park/campground master planning and design.

Design Services Capabilities

CobbFendley's municipal engineering team has a history of dedication and commitment to the communities where we live and work. We are a trusted advisor to counties and cities throughout New Mexico, and we pride ourselves on thinking outside the box while recommending common sense approaches that best serve the interests of the client and its taxpayers. Attention to constructability, reducing maintenance requirements, and integration with existing infrastructure are paramount.

The Village has benefited from our skills through our on-going work to address on-call requests as we work toward stability of infrastructure and protecting public safety. During this time, we have supported other municipalities and private sector clients in achieving their infrastructure goals through effective management, clear and concise communication and maintaining our commitments to quality. Our skills cover all aspects of municipal engineering including roadways, trails, H&H, water and sewer conveyance systems, and related technical services. These projects require the creation of stamped engineering drawings later used for construction bidding and installation.

Surveying Services Capabilities

CobbFendley's survey experience includes thousands of projects for clients throughout the mountain and southwest region. Our experience includes land title, boundary, topographic, tree, horizontal and vertical control networks, engineering design, American Land Title Association (ALTA), construction staking, and utility surveys. We use innovative techniques including aerial photogrammetry, ground-based laser scanning, rapid static and static GPS, and electronic field books to provide our clients with cost-effective solutions to their surveying requirements. Our team is experienced in using TMOSS and is also able to provide the Village with specialized 3D mapping services, including terrestrial, aerial, and mobile LiDAR, photogrammetry, and drone-based aerial imagery.

CobbFendley's survey team has provided survey support for the Village over the last year and half in response to the flood damage incurred due to fire impacts. We also have identified, cataloged, and mapped all of the storm water infrastructure that is now a part of the Village's asset management program. Other work includes surveying for multiple highway design projects, utility corridor projects, private development projects, and various on-call projects in multiple municipalities and utility districts.

Our team uses innovative ideas along with cutting edge survey equipment to keep project budgets on task while still providing accurate survey information. For PS&E purposes, CobbFendley's GIS experts can define a roadway network (spatial data that graphically represents the geometry of the roadways, i.e. an electronic map) and its geographically referenced component attributes (road, bridge, and highway data).

F. Response to Specifications

Many of these services require a specialized understanding of the spatial properties of the project area of which we are very familiar with in the Village of Ruidoso. CobbFendley has licensed GIS Professionals who will incorporate MicroStation and/or AutoCAD drawing files into a custom GIS database to be utilized by the Village staff. Our team is confident in our ability to produce quality information and products using these technologies to increase our accuracy and efficiency of project delivery.

Depth of Surveying Resources and Equipment

With a company-wide SUE and utility coordination/design team distributed across multiple offices, CobbFendley will provide the Village with access to a team with extensive experience and specialized expertise, as well as a focused and nimble, flexible local group dedicated to your success. Our Albuquerque-based project design team brings industry wisdom gained from years of involvement on a wide variety of municipal engineering projects with utility challenges. ***We offer the Village an arsenal of diversely experienced professionals committed to serving your evolving needs***.

CobbFendley owns and operates multiple types of industry-leading utility designating/locating equipment. Certain types of equipment are better for some types of utilities while others are better suited for different utilities. We operate the following equipment for line designation: Radiodetection, DitchWitch, and Schonstedt multi-frequency units as well as Metrotech and Pipehorn single-frequency machines. Designation support equipment includes detectable rodders, sonde with flexi rod, CCTV push cameras, stationary zoom cameras for manhole pipe inspections, and ground penetrating radar units (both Mala and Radiodetection GPR systems).

Surveying equipment includes Trimble laser scanners, robotic total stations, Trimble R8 receivers and base stations, Trimble data collectors, and high order and standard levels. CobbFendley also owns and operates a fleet of vacuum excavation trucks ranging in size from barrel excavation units (tight spaces where a truck is not capable of traveling) up to CDL and non-CDL required air vacuum excavation trucks capable of excavating down to 25 feet deep without the use of water jetting.

AVAILABLE UTILITY LOCATING EQUIPMENT

Resource	Quantity
Radiodetection 400	3
Radiodetection 1000	3
Radiodetection 4000	5
Radiodetection 7000	1
Radiodetection 8000	11
Radiodetection 8100	29
Radiodetection 8200	3
Ditch Witch Utiliguard Locator	3
Ditch Witch Mini Hydro Vac	2
Schonstedt GA-52CX	16
Sonde with Flexi Rod (various lengths)	12
Metrotech 810 Cable Locator	11
Vac Master 3000 Air/Water Vacuum Truck	5
Vac Master 4000 Air/Water Vacuum Truck	9
Vac Master 6000 Air/Water Vacuum Truck	1
Tellus (150 & 200 psi) Trucks	3
Barrel Utilivacs	7
Mala Easy Locator with Rough Terrain Cart	4
Haloptic Quickview Zoom Cameras	3
Push Camera for Small Diameter Lines	1
Robotic Crawler Camera	1
Trimble GEO 7x	4
Safety: Gas Detectors	12
Safety: Confined Space Kits	6
Acoustic Pipe Locator	1

AVAILABLE SURVEYING EQUIPMENT

Resource	Quantity
Trimble Laser Scanner	7
Trimble Robotic Total Stations	17
Digital and Automatic Levels	21
Data Collectors/Rangers with Trimble Access	24
Trimble R10 and R12 GPS/GNSS Receivers	45
UAVs (Aerial Drones)	7
HyDrone (Unmanned Vessel)	1
RIEGL LiDAR Aerial or Mobile Scanner	4
F250 4x4 Survey Trucks	28
Trimble TSC3 Collectors	15
Trimble TSC5 Data Collectors	15
Trimble TSC7 Collectors	19
Trimble Dini Digital Level	2
Trimble SX10 Robotic Scanner	3

GIS Data and Analysis Management

CobbFendley uses GIS technology for data integration and analytics, and the mapping and modeling of various physical features. As a result, our clients have improved access and understanding of the data crucial to daily

F. Response to Specifications

decision-making and long-range planning, offering a comprehensive operational insight. CobbFendley's GIS team includes 13 GIS technicians firmwide, each offering years of experience using desktop GIS applications such as ArcMap and ArcGIS Pro to manipulate geospatial data and publish maps. The team has robust experience with web-based GIS environments, such as ArcGIS Online, to maintain geospatial data in the most secure and globally accessible manner, as well as creating web mapping applications that can be accessed from web browsers. CobbFendley's GIS team has GIS development experience with Esri's ArcGIS Enterprise/Online, Utility Network, Field Maps, WebApp builder, Custom Widgets, QGIS, Cartegraph, VertiGIS, scripting and automation techniques using Safe FME, Python, and Javascript.

Many of these services require a specialized understanding of the spatial properties of the project area. CobbFendley has licensed GIS professionals who will incorporate AutoCAD drawing files into a custom GIS database to be utilized by Village Staff. We have provided several deliverables to the Village in the past that are now incorporated into the Village's GIS database. Our staff is confident in our ability to produce quality information and products using these technologies to increase the accuracy and efficiency of our project delivery

Proven Leadership Experience

PROJECT MANAGER

Chris Almy, PE – Albuquerque Office
505.389.4705
calmy@cobbfendley.com

The CobbFendley team have responded to many urgent requests to provide information, data, advisement, and coordination through the management of emergency conditions now experienced by the Village. Our staff have all have experience working on projects in Ruidoso and are very familiar with conditions and features in the Village.

Our local Project Manager, Mr. Chris Almy, PE, ***has 19 years of experience performing technical designs and coordinating with multiple reviewing, permitting, and funding agencies***. He specializes in H&H analysis, stormwater systems, grading, drainage, erosion/ sediment control, and National Pollutant Discharge Elimination System compliance. His duties include conducting studies, preparing plans, specifications and construction estimates for drainage improvement projects. He has performed numerous drainage feasibility and engineering design studies. Mr. Almy excels in technical writing, project and team management, agency coordination, and performing drainage analysis using HEC-HMS and HEC-RAS.

Mr. Almy is supported by engineering experts in the fields of water supply and distribution, hydraulic modeling, permitting, surveying, SUE, ROW, and other technical services. Mr. Almy will provide senior leadership and guidance to project teams overseeing delivery on scope, budget, and schedule, and allocation of resources to keep projects on track.

Additional support and leadership are provided by our Project Principal/QA/QC Manager, Mr. Brad Sumrall, PE. Having designed infrastructure projects throughout New Mexico since 1995, Mr. Sumrall has a keen understanding for the requirements to build a successful project and navigate the design, permitting, and coordination processes.

He has extensive experience providing engineering solutions for a wide variety of community challenges including the design of new and rehabilitation of water, sewer, and reclaimed water systems, flood mitigation, safe and functional roadways, and improved quality of life with multi-use trails connecting neighborhoods and economic centers. Through his experience managing large project teams, he understands how to coordinate the collection, delivery, and exchange of information between disciplines to optimize the talents of his team and maintain both schedule expectations and quality control. Mr. Sumrall has extensive regional experience addressing and devising solutions for improving stormwater quality and managing high intensity storm flows. His work includes the design of large diameter storm drain, sediment retention facilities, grade control, open channel systems, and structural Best Management Practices. In addition, he has a history of addressing hydrologic conditions and watershed recovery programs in fire damaged ecosystems.

Subconsultants Capabilities

Consensus Planning
Landscape Architecture Services

Established in 1991, Consensus Planning is a landscape architecture and planning consulting firm dedicated to providing sustainable design services to the public and private sectors. They have experience with green storm water infrastructure, watershed restoration, outdoor recreation planning and design, land use evaluation, policies, and regulations, as well as historic and cultural resources protection, and public outreach programs and strategies. They have worked with municipalities, counties, state and federal agencies, and tribal communities.

F. Response to Specifications

Consensus Planning has experience with watershed engineering projects throughout the Southwest, including management of large projects involving coordination with numerous agencies, user groups, and large consultant teams. The firm's staff has successfully completed landscape architectural projects ranging from campgrounds to large-scale master planning and design, for projects such as parks and recreation, office and commercial developments, environmental remediation, and state park/ campground master planning and design. Consensus Planning also has a consistent track record of obtaining approvals on publicly heard plans, which is evidence of their detailed understanding of zoning regulation combined with strong consensus-building skills.

SWCA Environmental Consultants
Environmental Services

SWCA is a nationally recognized, employee-owned firm with more than 1,600 scientists, planners, and technical specialists across 45 offices nationwide. They have two offices in New Mexico with more than 80 planning, natural resources, and cultural resources professionals with extensive experience in New Mexico. Their locally based team of scientists, hydrologists, planners, biologists, cultural resources specialists, historians, and Environmental Policy Act (NEPA) planners are experienced in solving complex environmental problems with sound science and creative solutions.

SWCA has been working in New Mexico for nearly two decades assisting communities with both pre-and post-fire mitigation and planning projects and has a track record of supporting projects throughout the entire planning and implementation process. The team's experience ranges from developing grants, project funding, and completing the necessary environmental assessments to get projects permitted. SWCA has worked with FEMA on developing fuel reduction/defensible space projects, conducting post-fire damage assessments, and made watershed level project recommendations following their findings. Some of the firm's recent experience includes providing damage assessments on the critical irrigation infrastructure following the Black and Hermits Peak Calf Canyon Fires that burned throughout New Mexico in 2022.

They has also traveled to burn scared areas to address the impacts of post-fire flooding events on the critical acequia infrastructure and made recommendations on how to manage the short term and long term operation of acequias.

Why CobbFendley?

TRUSTED PARTNER
We have established trust with clients through quality designs and innovative solutions. Our sole focus is to remain a dependable consultant to address your needs as they arise.

+

EXPERIENCE THAT DELIVERS
With a focus on effective communication, our experienced staff navigate the complexities of various markets and sectors, paving the way for successful project outcomes.

+

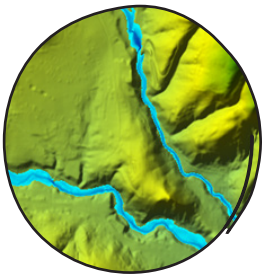
PERSONALIZED PROBLEM SOLVING
We provide cost-effective solutions with your goals in mind, looking beyond the obvious issues and thinking outside the box to solve problems.

F. Response to Specifications

Similar Projects Completed in the Last Five Years (CobbFendley Projects)

VILLAGE OF RUIDOSO WATERSHED BASED PLAN | VILLAGE OF RUIDOSO

VILLAGE OF RUIDOSO, NEW MEXICO



Completion: June 2026
Ability to Meet Schedules: All of the project milestones were met to date.

Project Budget: $371,500.50 | **Final Cost Estimate:** N/A
Bid Price including Accepted Alternates: N/A | **Final Cost:** N/A
Change Orders: Two COs to date due to increased scope request from Village

Jackie Pena | Water Resource Manager
jaquelynepena@ruidoso-nm.gov | 575.258.4343

Through our engineering "on-call" contract with the Village of Ruidoso, CobbFendley is preparing a Watershed Based Plan as part of meeting Total Maximum Daily Load objectives under the Clean Water Act Section 319. This project, still underway, has included numerous tasks to address reducing e. coli, sediment, plant nutrients, and related pollutant contributions to the Rio Ruidoso. This includes a comprehensive hydrologic and hydraulic engineering analysis of all floodplains for the Village. The watersheds in and around Ruidoso were devastated by massive wildfires in 2024, thereby dramatically altering the runoff conditions. Summer rains immediately following the fires, and continuing through the present time, are producing elevated runoff rates and volumes that are exceeding historic levels and above the currently mapped FEMA flood elevations.

CobbFendley produced a comprehensive HEC-HMS model in line with FEMA requirements. The results of this study were used in hydraulic modeling through application of HEC-RAS, a 2-dimensional modeling program. Revised floodplains have been created and adopted by the Village to help manage the on-going emergency response actions during rainfall events and to guide redevelopment policy as the Village works to rebuild and recover. Beyond the modeling efforts, we have developed a catalog of Best Management Practices (BMPs) to mitigate runoff and pollutants, investigated funding and technical resources for implementation of BMPs, identified potential locations for BMP installation, held a partnering meeting with community residents, and continued to coordinate with the Village staff as new water management strategies are needed.

Control of Costs: Two supplements approved due to increased scope of work.

Quality of Work: CobbFendley is continuing to provide quality deliverables to the Village.

F. Response to Specifications

ALAMEDA DRAIN TRAIL (MULTI-USE PATH) | BERNALILLO COUNTY

BERNALILLO COUNTY, NEW MEXICO

Completion: August 2025
Ability to Meet Schedules: Our portion of the project was completed on-time.

Project Budget: $136,329 (Design and Survey Fee) | **Final Cost Estimate:** $376,284
Bid Price including Accepted Alternates: $348,852 | **Final Cost:** $348,852
Change Orders: None

Brian Lopez | Engineering Services Manager
bjlopez@bernco.gov | 505.848.1525

Project Description: The Alameda Drain Trail is a planned multi-use path aimed at facilitating walking, biking, and equestrian use along a portion of the Alameda Drain parallel to 2nd Street in Albuquerque and Bernalillo County. Phases 4 and 6 of the project extend northward from Osuna Boulevard to the terminus of the trail system at the Pueblo of Sandia. As part of the engineering team, CobbFendley provided comprehensive survey, ROW identification between MRCGD and Bernalillo County facilities, and utility designation services. Our scope included design-level location surveys, records research throughout the project limits, conducting a topographic survey with the assistance of an aerial mapping consultant, and two-dimensional horizontal mapping of all utilities. In addition, CobbFendley engineers conducted the H&H analysis of the trail system and designed water quality structures within the Alameda Drain that comply with the Middle Rio Grande EPA Watershed Based MS4 permit.

Control of Costs: The contractor requested adjustments to the allowable materials and CobbFendley worked with the contractor to confirm compliance with project specifications and cost.

Quality of Work: Completed project complies with project design details and facility operations.

DRAINAGE BASIN IMPROVEMENTS | CITY OF ALAMOGORDO

CITY OF ALAMOGORDO, NEW MEXICO

Completion: Ongoing
Ability to Meet Schedules: Delays due to monsoon storms required remobilization of the survey crew. However, the City accommodated this condition and renewed CobbFendley's efforts once weather permitted.

Project Budget: $400,000 | **Final Cost Estimate:** $353,516
Bid Price including Accepted Alternates: $386,000 | **Final Cost:** $386,000
Change Orders: 1 - Owner initiated removal of some bollards; no cost increase.

Justen Boyle | Public Works Director
jpboyle@ci.alamogordo.nm.us | 575.290.9784

Project Description: CobbFendley is providing civil engineering design and surveying services to reestablish the design volume of two existing large detention ponds. Due to the highly erosive nature of the contributing watershed in the Sacramento Mountain foothills, these ponds have accumulated substantial sediment that reduces the flood management volume. The project scope of work consists of conducting UAV topographical surveying and grading design to reestablish the design detention volumes based on the record drawings of each pond. CobbFendley has completed the design and development of construction plans, technical specifications, and opinion of probable construction costs that was incorporated into the contract documents. There were delays due to monsoon storms which required remobilization of our survey crew. However, the City accommodated this condition and renewed CobbFendley's efforts once the weather improved. The project has been resumed, and the next phase is in progress.

Control of Costs: Selected contractor capable of using large equipment to reduce equipment needs and time.

Quality of Work: The City has completed earthwork activities and required no further input from CobbFendley during the construction process. The plans were clear and concise, resulting in no RFIs.

F. Response to Specifications

SHULTZ PASS | ENERGY TRANSFER

FLAGSTAFF, ARIZONA

Completion: August 2024
Ability to Meet Schedules: The team worked on an expedited schedule to meet contractor bidding requirements.

Project Budget: $49,422 | **Final Cost Estimate:** $2.2M
Bid Price including Accepted Alternates: Project not yet constructed | **Final Cost:** N/A
Change Orders: N/A

Ryan Costanza, PE (Now with Los Alamos National Laboratory) | Senior Engineer
505.452.7828

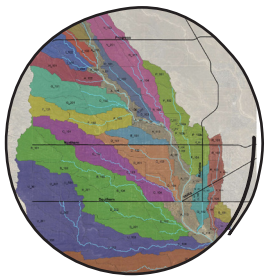
Project Description: A series of wildland fires outside Flagstaff, Arizona have devastated forested watersheds that continue to undergo impacts from both winter snowmelt and summer rain events. These events have produced elevated runoff rates and volumes impacting homes, habitat, public, and private infrastructure. Energy Transfer operates and maintains parallel 30-inch-high pressure natural gas pipelines that traverse these impacted watersheds. Due to elevated flows in Shultz Creek, these pipelines have been exposed due to excessive scour and erosion of the waterway. CobbFendley analyzed the watershed and performed a detailed hydraulic analysis of the stream segment that the pipelines cross. Our engineering team designed bank stabilization and velocity reduction structures to mitigate flow velocity and stream energy. CobbFendley performed this work due to emergency conditions and produced final design drawings within six weeks from notice to proceed and presented them at the construction pre-bid meeting.

Control of Costs: N/A

Quality of Work: The team completed the 100% drawings within a short schedule expectations.

CALABACILLAS ARROYO HEC-HMS | SOUTHERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY (SSCAFCA)

CITY OF RIO RANCHO, NEW MEXICO



Completion: March 2024
Ability to Meet Schedules: The project was completed within the client's specified schedule

Project Budget: $28,361 (Project Service Fee) | **Final Cost Estimate:** N/A
Bid Price including Accepted Alternates: N/A | **Final Cost:** $25,825
Change Orders: 0

Andres Sanchez, PE | Drainage Engineer
Asanchez@sscafca.com | 505.892.7246

Project Description: CobbFendley performed hydrologic model review and verification on behalf of the SSCAFCA through its on-call engineering services contract. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho. A thorough review of SSCAFCA's HEC-HMS (USACE Hydrologic Engineering Center – Hydrologic Modeling System) model was performed to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included. A summary report compared and contrasted the SSCAFCA version with the parallel model created by CobbFendley as part of the verification process.

Control of Costs: The project was completed under the estimated budget.

Quality of Work: SSCAFCA had no comments on our work and accepted our review as provided.

F. Response to Specifications

Similar Projects Completed in the Last Five Years (Consensus Planning Projects)

MADRID MINING LANDSCAPE | VILLAGE OF MADRID
VILLAGE OF MADRID, NEW MEXICO

Project Description: Consensus Planning managed the community-based planning process to utilize Abandoned Mine Land (AML) funds for the reclamation of legacy mining issues in the Village of Madrid, New Mexico. The project entailed master planning reclamation efforts for the arroyo, village, and the steep east hillside to minimize erosion, stabilize soils and safely convey storm water through residential neighborhoods. Design efforts included the development of construction drawings for two reclamation efforts, including Phase 1 emergency stormwater conveyance construction drawings, and Phase 2 design of village-wide stormwater system, utilizing Zuni Bowls, and other watershed reclamation techniques.

ALAMEDA DRAIN TRAIL (MULTI-USE PATH) | BERNALILLO COUNTY
BERNALILLO COUNTY, NEW MEXICO

Project Description: Consensus Planning led this master plan consisting of 9-miles of urban and rural trails with multiple jurisdictions to include community amenities and harvest stormwater for landscape plantings using green stormwater infrastructure techniques. Designed construction drawings for three miles of trail and green stormwater infrastructure to use MRGCD and AMAFCA drainage facilities as community amenities.

LAKE BONITO CAMPGROUND | CITY OF ALAMOGORDO
CITY OF ALAMOGORDO, NEW MEXICO

Project Description: Consensus Planning worked with the City of Alamogordo to develop plans for the reclamation and rebuilding of Lake Bonito Recreation Area into a campground, fishing, and recreation area.

SAFEGUARDING ABANDONED MINES ON BOSTON HILL | TOWN OF SILVER CITY
TOWN OF SILVER CITY, NEW MEXICO

Project Description: Consensus Planning managed a community-based planning and design process to safeguard abandoned mines to incorporate trails and safe recreational experiences in landscapes that were severely affected by hard rock mining.

Similar Projects Completed in the Last Five Years (SWCA Projects)

WATERSHED RESPONSE AND RECOVERY HUB SITE BUILD-OUT | EMNRD
VARIOUS LOCATIONS, NEW MEXICO

Project Description: SWCA contracted with the New Mexico EMNRD - Forestry Division on implementing the build-out of the post-fire watershed response and recovery ArcGIS Hub Site for the 2022 Calf Canyon/Hermits Peak Fire and Cooks Peak Fire. SWCA structured interactive mapping for analysis, facilitated data integration, developed survey forms, and coordinated with stakeholders at the local, state, and federal levels. A basin-specific screening tool was developed by SWCA to allow government stakeholders to analyze site conditions and identify appropriate mitigation techniques. The structure of the Hub Site was so effective for collaborative planning and response that a similar approach is being considered for future fire occurrences.

F. Response to Specifications

Similar Projects Completed in the Last Five Years (SWCA Projects)

MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE | LINCOLN COUNTY

VILLAGE OF RUIDOSO, NEW MEXICO

Project Description: The Village of Ruidoso contracted with SWCA on the preparation of the 2024 update to the Lincoln County Multi-jurisdictional HMP, complying with 44 Code of Federal Regulations (CFR) 201.6. SWCA led all aspects of the update with direction from the Planning Team including facilitated the Planning Team, which comprised representatives of the County and five incorporated jurisdictions. SWCA assisted each jurisdiction to identify the natural hazards that impact the community, researched the hazards, analyzed the risks, assisted with the development of mitigation actions, and guided community representatives through an action prioritization process. The Hazard Mitigation Plan was approved by Federal Emergency Management Agency in March 2024. Under a separate agreement, SWCA also prepared the Claunch Pinto Soil and Water Conservation District Annex to the Lincoln County HMP; it is currently under review by FEMA.

NMDOT WILDFIRES, FLOODING, MUDFLOWS, AND STRAIGHT-LINE WINDS (DR-4652) | THOMPSON CONSULTING SERVICES, LLC

VARIOUS LOCATIONS, NEW MEXICO

Project Description: Following the containment of the 2022 Hermits Peak Calf Canyon wildfire, SWCA provided environmental and cultural resource support related to damage assessments, debris removal or rehabilitation activities related to acequias. SWCA provided environmental and cultural support for meetings, the development of work plans, and coordination support with the NMDOT, the New Mexico Acequia Association, and FEMA. SWCA completed both desktop assessments and associated field work to provide surveys that identify potential impacts as well as mitigation opportunities to both the sensitive cultural resources and biological resources, including completing Mexican spotted owl (Strix occidentalis lucida) nesting surveys to meet the USFWS concurrence avoidance and minimization measures.

UTE PARK FIRE BAER TEAM POST-FIRE DAMAGE ASSESSMENT | NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (NM DHSEM)

CIMARRON, NEW MEXICO

Project Description: SWCA was contracted by the NM DHSEM to complete a Damage Assessment and Burned Area Emergency Rehabilitation Plan following the 2018 Ute Park Fire. This wildfire damaged and disrupted watershed function and threatened municipal water supplies for several communities downstream of the 36,740 acres of private forested land near Cimarron New Mexico. SWCA specialists completed a thorough assessment of the burned area to determine first and second order fire effects to soils, water, and vegetation. SWCA engineers and watershed scientist recommended a host of structural measures to mitigate potential post-fire flooding impacts to municipal and agricultural water quality and infrastructure. SWCA biologists and watershed specialists recommended soil stabilization measures and actions to mitigate soil erosion and debris flow and establish native vegetation cover. SWCA worked closely with all stakeholders impacted by the fire to develop a Plan that could be implemented across jurisdictions to protect life, property, and infrastructure from post-fire effects.

F. Response to Specifications

2. MANDATORY SPECIFICATIONS

Project Approach

Based on our design and construction experience with watershed analysis, restoration, and drainage improvement projects, our team has developed the following understanding and approach to the anticipated projects. We are aware that the watersheds around Ruidoso affected by fire damage are undergoing dynamic changes driven by localized rainfall events.

The change in watershed tree and ground vegetation coverage significantly influences runoff events that impact downstream infrastructure. Beyond impacts to infrastructure, harm to the forest environment continues through loss of topsoil, mass erosion of slopes and drainageways, and degradation of stream water quality. These are resources highly valued by visitors to the area, which help to support the local economy.

We strive to collaborate with the Village from the onset of the project and maintain regular and detailed communication throughout the project's duration. This is accomplished through effective planning based on a formally defined scope of work that meets the Village's project objectives. The following describes our overall approach, which will be fine-tuned to suit the needs of each project assignment.

Project Goals

Our goals for the professional engineering services for watershed projects are to:

- Collaborate with the Village to produce high-quality contract documents that results in obtaining ***NRCS Emergency Watershed Protection Program, NM Department of Homeland Security and Emergency Management (NM DHSEM), and Federal Emergency Management Agency (FEMA)*** approval of construction funding and competitive construction bids.
- ***Mitigate impacts to infrastructure*** within the community.
- Stabilize the forest and open space environment to ***stabilize impacted soils to restore pre-fire and flood conditions*** incorporating native plants and materials.
- Design and oversee construction of watershed stabilization structures to ***mitigate flood runoff such as Zuni bowls, rock rundowns, bioswales, raingardens, stormwater wetlands and infiltration basins***.
- Design and oversee construction of riverine environment stabilization ***including wetlands, in stream fish habitat structures, and riparian environment restoration***.
- Create a restored riverine corridor that ***serves as a restored open space for public use*** that showcases ***educational and recreational opportunities*** while supporting local wildlife. This is a prime objective based on citizen input provided at a recently partnering meeting as part of the Watershed Based Permit project, currently in development.
- Stabilize the river gradient with materials and methods ***using sustainable design and bioengineered approaches*** that blend with the natural environment.
- Implement river corridor restoration on land owned by the Village for demonstration of restoration approaches
- Create a ***restored watershed and river corridor that serves as a functional amenity and crown jewel*** for the Village

Coordination and Communication

CobbFendley will apply our extensive experience in the planning, design, and construction of similar projects to accomplish the project goals. The first step for every project is to formalize the scope of work in collaboration with the Village. Each scope of work will consider and optimize the following:

- Realization of the ***vision of the Village leadership and public partners*** to achieve the goal for each project.
- Verify and ***meet the requirements established by funding organizations*** for project goals and objectives so that reimbursement for projects is not jeopardized.
- Develop a ***realistic timeline*** for design development and implementation
- Develop a ***Project Management Plan (PMP)*** to formalize the project goals, objectives and milestones provided to all parties involved.

Every project will begin with a kick-off meeting and include all parties and team members involved with realizing the project vision. Site assessment will be conducted at the onset serving as an on-the-ground planning workshop to evaluate conditions and opportunities to support the project vision. Critical path items will be identified and initiated thereafter to allow for timely design decision making and optimize the project schedule.

To keep each project moving immediately after scoping, we will initiate critical path items – such as surveying and utility identification and coordination for timely utility conflict resolution – during the preliminary engineering phase. All the steps above occur at the beginning of every project while project specific steps for three specific project types are presented below.

F. Response to Specifications

Wetland/Stream/Riparian Improvements

Restoration of stream and riparian environment requires specific expertise, which CobbFendley brings to the table. The field assessment before creation of a project specific scope of work will include appropriate team members such as watershed and H&H engineers, wetland restoration and forest ecologists, and landscape architects. A collaborative approach amongst these specialists facilitates a ***thorough assessment of conditions and the means to reach an ecological stability and equilibrium***. Mr. Sumrall, PE, has advanced degrees in ecological restoration and civil engineering, thus bringing a unique perspective to organizing and managing ecological restoration projects.

Once a thorough conditions assessment is completed early in the project schedule, a collaborative discussion amongst the project team, with Village participation, is planned. At this workshop, the ***ecological condition of the project area will be presented with features in the environment that can serve as base points upon which improvements can be anchored***. These may include:

- Topographic features such as stable stream banks, large rocks, and lower gradient portions of the stream system
- Terrestrial and wetland vegetation remaining within an affected area
- Available stabilization materials such as downed timber, rocks, and other natural debris than can be repurposed
- Area available within the stream corridor where overbank and facultative wetlands can be established to reduce stream velocities and erosive forces
- Identification and execution of required State and Federal permits required for work within regulated waterways Once the base condition is established, analysis and design can proceed to achieve the ultimate project conditions within the limits of work. Follow-up activities may include:
- Field survey of the stream section to determine physical properties affecting flow dynamics
- Hydraulic analysis of the stream corridor based on an evaluation of hydrology due to changed watershed conditions
- Development of engineered stabilization measures to reduce stream energy, reinforcement, and reshaping of cut banks
- Engineered grading, landscape, and vegetation stabilization design drawings to reinforce the stream channel, overbanks, and riparian areas with the objective of reducing stream energy, capturing sediment, and rehydrating of soil profile adjacent to the streambed

Fish Habitat Structures

Suitable locations for fish habitat structures must be determined through field assessment and observation. Streams in mountain environments typically support trout that require riffles, pools, and slack water that is highly oxygenated within an ideal temperature band. A stepwise progression to evaluate, model and design such conditions includes:

- A field reconnaissance of the selected stream segment to ascertain existing conditions and ascertain suitable hydraulic conditions for fish habitat restoration.
- Identification of required permits from State and Federal agencies
- Field survey of selected locations to collect appropriate features and topographic information to support analysis and design activities
- Hydraulic modeling of existing and idealized stream cross section within the selected areas
- Design of grade control including waterfalls and check dams to enhance oxygenation, while incorporating pools, riffles, and slack water areas that sustain fish holding areas
- Landscape revegetation plans that facilitate bank stabilization including vegetation that creates shade over the water surface to reduce water temperatures

Erosion Control Structures (E.G., Zuni Bowls and Rock Rundowns)

Tributaries into the Rio Ruidoso are a source of sediment, debris, and human derived pollutants from development, and high velocity flows due to impacted watersheds in the adjoining canyons. Means to capture pollutants, sediment, and debris while reducing erosive forces are key. The design and installation of Zuni bowls and rock rundowns can be further enhanced through implementation of infiltration galleries, vegetated swales, and energy reduction grade control structures. To ascertain prime locations for design and installation includes:

- Field assessment to identify channels and washes exhibiting high erosive forces with steep gradients
- Identification and execution of required archeological and biological clearance permits

F. Response to Specifications

- Field survey of physical features and topography to establish the design base
- Hydraulic modeling of existing conditions to quantify flow rates and velocities for development of appropriate mitigation measures
- Proposed condition hydraulic modeling to optimize the appropriate channel stabilization solution
- Identification of means to stabilize contributing areas through the application of sediment bars, plant material and/or gravel mulch, erosion control wattles, targeted revegetation, water bars, and other low impact means to facilitate infiltration and reduction of overland flow velocities
- Engineered design of grade control structures
- Incorporation of vegetation restoration design to help stabilize channel banks through anchoring by plant roots and eliminating bare soil with grasses and shrubs

Proposed Tasks

Once a project specific task is assigned and identified, we will address each site using the focused approach described above. CobbFendley will incorporate an organized and disciplined methodology to complete projects to achieve the desired outcome. Our project execution framework follows a step-by-step process as described below.

Pre-Design Activity

Every CobbFendley project begins with development of a PMP that serves to inform all team members of the overall objective, scope, schedule, quality review procedures, and budget for the project. Mr. Sumrall will prepare this PMP which will be provided to the Village for review and comment. We see this as the most effective way of firmly establishing the design intent and expectations of both parties to facilitate keeping the project on track and well defined. The plan will include a schedule for regular project coordination meetings with the Village to obtain feedback in “real-time” to accommodate developments and potential modifications during the design effort.

This will avoid missteps and out of scope efforts along with maintaining effective client partnering. It will also firmly establish roles and responsibilities for those shown on our team organization chart including the Project Manager, QA/QC Manager, Design Engineers, and support functions. Once we set the stage, our team will advance to the design process.

Phase 1 – Preliminary Engineering and Construction Design

CobbFendley knows that a thoughtful and organized approach to developing the project solution requires an investment. A Preliminary Design Analysis (PDA) will be performed, and a summary technical memo will be prepared. Work tasks for this activity include:

- A kick-off meeting and site visit will be conducted with the Village Project Manager and other stakeholders to discuss project concerns and constraints.
- CobbFendley will review available records, property boundary data, information from governmental agencies, and private utility companies/districts to identify potential conflicts.
- Perform appropriate field investigations to obtain required environmental clearances for permitted waterways.
- Topographic, feature, and existing property verification surveys will be conducted by CobbFendley field crew members. This will serve as the base model to support the engineering design.
- Review of existing documents, reports, and field assessments prepared by post fire emergency response agencies will be reviewed. If necessary, additional analysis will be performed to develop alternative solutions to determine the best available approach to improving drainage conditions for the Village.
- CobbFendley will submit a draft PDA documenting findings, options, recommendations, and preliminary cost estimates for Village review.
- CobbFendley will address Village’s comments on the PDA and submit the final version.
- Support public outreach with personnel from stakeholders and local residents during the preliminary design of the project. The Village website can be used as the location to provide construction updates.

Engineering Design

Our first submittal may be a 60% completion set of grading, cross-section, and plan and profile drawings given we will obtain clear concurrence on the design requirements because of the modeling efforts. CobbFendley does not anticipate a submittal to FEMA for flood map revisions associated with the project. However, if directed by the Village, CobbFendley will prepare and submit necessary documentation for submittal to FEMA to obtain a CLOMR and/or necessary documentation for a USACE Permit Clean Water Act 404 permit.

F. Response to Specifications

As we near our initial design submittal we will also begin our quantity takeoffs and cost estimating and prepare a preliminary design memorandum that provides the following details at a minimum:

- General information
- Existing conditions
- Options analysis
- Typical sections
- Drainage plan/design
- Preliminary cost estimates
- Schedules for final design through construction

We will also ***identify all necessary permits required for design approval and construction***, potential obstacles and utility conflicts to the project, and possible mitigation solutions.

Phase 2 – Final Design

The bid-ready Contract Documents and Engineer's final estimate will be produced during this phase. Once we have received comments back from our 60% design submittal, we will complete design work, incorporate design comments, and add the final details. This will enable the contractor to effectively bid and construct the project.

CobbFendley will develop a recommended construction phasing plan and once bid, work with the contractor on project phasing to accommodate needs of the residents. We will also verify that any required permitting is on track for approval at this time to keep the project bid date on schedule.

Once final design work is nearing completion, we will again do quantity take-offs, prepare final specifications and bid form, and continue our QA/QC process that will include a full review from our Construction Management Department.

QA/QC Process

QA/QC and value engineering are a cornerstone of our project processes. We have a history and culture of performing projects with quick start-up and turnaround timelines as evidenced by our many on-call contracts in multiple departments. Our firm has established a company-wide QA/QC program used by our team members on each project.

Quality Management Team

Production Team
- Produces exceptional quality work following client standards

Team Task Leaders
- Verifies compliance with client standards
- Implements project Quality Control Plans

Project Manager
- Coordinates QA/QC activities and schedule
- Provides high-level technical review

Technical Reviewer
- Provides detailed technical review
- Gives feedback to QA/QC Manager

QA/QC Manager
- Directs and reviews QA/QC activities
- Back-checks calculations and standards

Project Principal
- Provides final review of overall project
- Allocates QA/QC resources

Bid Preparation and Administration

CobbFendley will prepare the project bid package, which will include the construction contract with project bid proposal, and Village technical specifications. The Village-approved project bid package will be submitted to the applicable reviewing agency for approval prior to the advertisement for bid. With approvals received from the Village and outside agencies, we will provide support during the bid and award process. This includes:

- Preparation of the bid notice
- Attending a pre-bid conference
- Responding to questions
- Issuing bid addenda as needed
- Attending the bid opening
- Preparing the bid tabulation and recommendation for award

F. Response to Specifications

CobbFendley will submit a letter to the Village recommending the apparent successful low bidder. We will also prepare the construction contract for signature and require that the contractor includes all necessary documents, such as bonds and insurance, when executing the contract. The bid services portion of the project will conclude with our attendance at the pre-construction conference.

Our project team brings the most highly qualified professionals assembled in the region who are educated and experienced in addressing the unique conditions created by wildland fire and the subsequent flooding and erosion hazards.

Planning, Zoning, and Landscape Architecture Services Capabilities

Ability and Plan to Provide Planning and Zoning Services

Consensus Planning's planning approach is rooted in collaboration and clarity. They excel at translating complex technical issues into formats that are easily understood by both decision-makers and the general public. Through early kickoff meetings, schedule coordination, and alignment of project goals, they will verify that each task moves forward in step with the Village's objectives. Community engagement is central to their process—they design and facilitate public and community partner meetings that capture local priorities and help guide recommendations and solutions.

Consensus Planning also emphasizes rigorous quality control at every phase. Internal staff reviews, document proofing, and milestone reporting help them manage scope, maintain schedules, and deliver accurate products. This includes support for planning studies, mapping and zoning tasks, and integration of land use considerations with CobbFendley's engineering design. Their team-based approach, combined with deep knowledge of New Mexico planning processes and municipal requirements, will provide the Village with coordinated, cost-effective, and high-quality services under this on-call contract.

Ability and Plan to Provide Landscape Architecture Services

Consensus Planning is experienced in watershed reclamation techniques, including the "softer" types of erosion control structures, such as media lunas, one-rock dams, and Zuni bowls. Typically employed higher in the watershed, these structures alleviate sedimentation, creating opportunities to stabilize soils with vegetation and reduce head cuts. ***Their landscape architect and designers are also experienced with green stormwater/drainage structures, such as bioretention swales, infiltration trenches, and sedimentation basins***, which are used to treat, harvest, and infiltrate stormwater to the greatest extent possible before it enters the waterways.

These structures, coupled with native vegetation and robust seeding operations, serve to stabilize sites for the long term. Not only has their staff contributed to the NMDOT NPDES manual by researching, illustrating, and promoting best practices for watershed reclamation, but they have also personally built these structures in the field as volunteers on the Navajo Nation. ***Their staff is also dedicated to xeriscape planting principles and the use of native plant material***. They are aware of the austere planting conditions in New Mexico and will develop planting plans with tailored seeding mixes to create optimal conditions for maximizing survival and germination rates as a way to maximize the positive impacts to the health of the watershed.

Environmental Capabilities

NEPA Compliance

If a federal funding source is identified for the project, approval of the project will likely be subject to NEPA compliance. Typical project execution will follow the following steps led by environmental and fire restoration subconsultant SWCA:

- SWCA will schedule a project kickoff meeting with the Village of Ruidoso and the lead agency to:
  - Review the project details and define the purpose and need for agency action, identification of applicant goals and objectives for the project and clarify permitting decision(s) to be made.
  - Clarify the expected level of NEPA analysis. Some river restoration projects may be eligible for categorical exclusion (CE); other projects may require an Environmental Assessment or environmental impact statement.
- If it is determined that an existing CE covers a proposed action, SWCA will work with the lead agency to evaluate the action for any extraordinary circumstances that may have a significant effect. If no extraordinary circumstances are identified, SWCA will work with the lead agency to prepare the CE. If extraordinary circumstances are identified, SWCA will work with the lead agency and the Village of Ruidoso as needed to identify potential mitigation measures and develop a mitigation plan for agency review as per 40 Code of Federal Regulation (CFR) §1501.4. If the mitigation plan is acceptable to the lead agency, SWCA will then prepare a CE and assist the agency with publishing the determination as per 40 CFR §1501.4(b)(1).

F. Response to Specifications

If mitigation is not possible and the project requires an Environmental Assessment or environmental impact statement, key elements of the NEPA process may include the following processes:

- **Cooperating Agency Coordination:** Some projects may require the input of agencies with jurisdiction over certain resources or areas or which possess special expertise. SWCA will work with the lead agency as needed to identify cooperating agencies, prepare MOUs, and develop a schedule for cooperating agency review and input. These may include the USACE, US Fish and Wildlife Service, NRCS, and NMED.
- **Scoping and Issue identification:** SWCA will solicit input from lead and cooperating agencies and the public (as needed) on the project, including resource issues; potential alternatives or project elements that can avoid, minimize, or mitigate resource impacts; data needs; analysis methodologies; etc.
- **Public Involvement:** If public scoping or other public input periods are required or determined to be desirable, SWCA will develop and execute a public involvement plan to:
  - Provide timely and easily understood information about the project and process to keep stakeholder informed about the project and process
  - Solicit substantive comments on the project to support the analysis and agency decision-making. SWCA will also plan and execute any public meetings or hearings and process and respond to any public comments received on draft NEPA documents.
- **Alternatives Development:** SWCA will facilitate discussions to explore alternatives that can meet the purpose and need for the project and avoid, minimize, or mitigate resource issues and will document rationale for any proposed alternatives that are dismissed from detailed analysis.
- **Impact Analysis Planning and NEPA Document Preparation:**
  - SWCA will collaborate with lead and cooperating agencies on NEPA document content through creation of an analysis plan for agency review and approval prior to development of the NEPA analysis. The Plan will identify impact-causing elements; design features that can avoid, minimize, or mitigate impacts; impact indictors that will be used for the analysis; and analysis areas. The analysis plan will also describe data needed to support the analysis.
  - Any fieldwork or survey needs will be clearly identified and presented to the Village of Ruidoso. Upon request, SWCA can prepare a scope of work and cost proposal for any cultural or natural resources survey needs for Village evaluation.
  - Once proposed analysis plans are approved, SWCA will prepare a draft NEPA document that provides for required disclosures of context and intensity of the impacts per CEQ regulations at 40 CFR §1501.3 and that will support the lead agency's environmental review and decision-making process. SWCA will schedule consecutive Village, lead agency, and cooperative agency reviews; address reviewer's comments; and then finalize the document for publication (including preparation of Section 508 compliant PDFs). If public comments are received, SWCA will review public comments and revise and finalize NEPA documents as needed to address those comments.
- **Decision File:** SWCA will maintain project files throughout the life of the project, and if needed, will prepare and transfer an administrative record or decision file to the agency at project closeout.

We Collaborate.
We Commit.
We Build Communities.

F. Response to Specifications

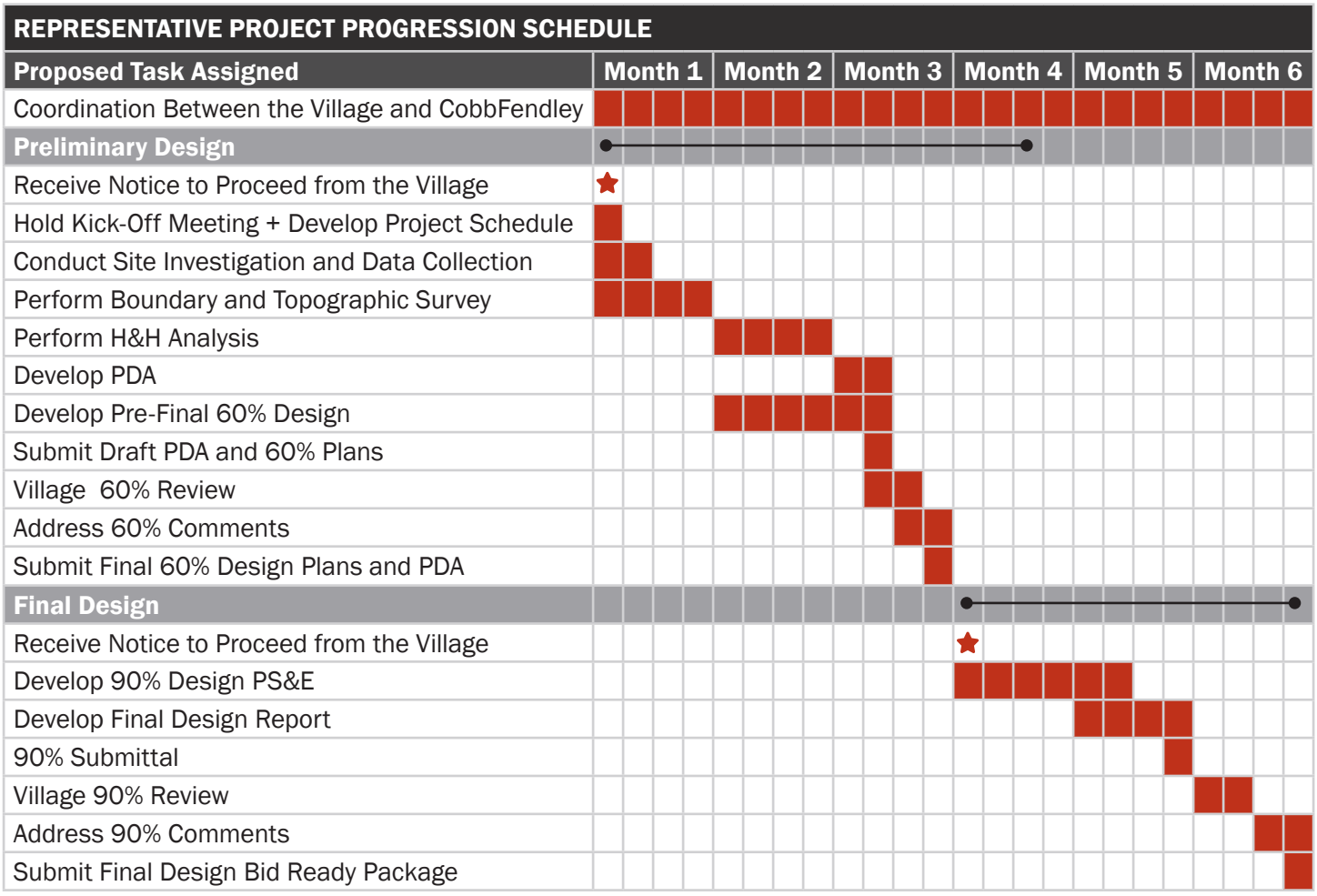
Proposed Project Schedule

The CobbFendley team believes that schedule is one of the most important factors in project success. The schedule will establish milestones for deliverables and allow the Village to provide input on project timelines. Our history of completing deliverables on schedule is one of the many results of our project success over the years. CobbFendley commits to meeting the schedule deadlines that will be developed in the scoping phase and is dedicated to meeting the timelines contained in the contract documents and included as part of the initial project development with the Village's Project Manager.

Our Project Manager, Mr. Almy, will develop a detailed production and coordination schedule at the onset of the project, including bid and construction phase services. The schedule will include resource allocations to determine the required commitments of team members to meet the schedule. In the event of necessary schedule recovery (or should the Village decide to expedite the design process), the CobbFendley team is nimble and responsive and can pull additional resources and staffing from our other offices and departments to meet the design schedules. ***Our Project Principal, Mr. Sumrall, is committed to the success of Village of Ruidoso projects and will assign resources as required to meet project schedules***.

The following project schedule represents sample activities proposed that will be accomplished by the CobbFendley Team. A schedule for individual task orders issued will be developed upon NTP. Schedules can be expedited when needed due to CobbFendley's depth of staff and our ability to self-perform requested services. Our lean team structure equates to simplified management, coordination, and quality control.

REPRESENTATIVE PROJECT PROGRESSION SCHEDULE



A Team You Can Trust

Organizational Chart and Resumes

LEGEND

- CobbFendley [1]
- Consensus Planning [2]
- SWCA [3]
- Key Personnel
- T/LPA Certified
- (%) Availability

Village of Ruidoso

PROJECT MANAGER

Chris Almy, PE [1] *(50%)*
NM PE, No. 19120

Role: Assigns responsibilities, sets deadlines, monitors progress, and serves as liaison between project team and client.

PROJECT PRINCIPAL + QA/QC MANAGER

Brad Sumrall, PE [1] *(40%)*
NM PE, No. 14806

Role: Oversees contract compliance, project delivery, and allocation of resources; Verifies quality deliverables using QA/QC guidelines; Engaged from kickoff to closeout.

Technical Team

H&H ANALYSIS + DESIGN LEAD

Candyce Ward, PE, CFM [1] *(50%)*
TX PE, No. 108949

Carl Ahrendt, PE [1] *(25%)*
H&H Analysis + Design Support

Tom Coen, PE [1] *(25%)*
H&H Analysis + Design Support

Rembrandt Fernandez, EIT [1] *(40%)*
H&H Analysis + Design Support

WATERSHED RESTORATION LEAD

Brad Sumrall, PE [1] *(40%)*
NM PE, No. 14806

Cody Stropki, PHD [3] *(40%)*
Fire Restoration Ecologist and Watershed/Soil Specialist

LANDSCAPE ARCHITECTURE LEAD

Ken Romig, RLA, ASLA [2] *(25%)*
NM RLA, No. 337

Role: Technical Team will be responsible for planning, designing, surveying, bidding, and construction phase services.

Support Services

SURVEYING

Kyle Sunday, PLS [1] *(30%)*
Land Surveyor

Bobby Ortiz, CST [1] *(50%)*
Field Coordination

5 Local Survey Field Crews

ENGINEERING REVIEW

Brad Sumrall, PE [1] *(40%)*

ENVIRONMENTAL ASSESSMENT LEAD

Andrea McArdle [3] *(25%)*

CONSTRUCTION MANAGEMENT

Jacob Hays, PE [1] *(50%)*

Jesus Ramos, PE [1] *(30%)*

Chad Murphy [1] *(30%)*

Vast Available Resources

50 Engineers | **75** Utility Specialists | **10** ROW Agents | **15** Surveyors

F. Response to Specifications

CHRIS ALMY, PE | COBBFENDLEY

PROJECT MANAGER

Years of Experience	19
Education	M.S., Civil Engineering, New Mexico State University, 2006 B.S., Civil Engineering, New Mexico State University, 2002
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 19120

■ QUALIFICATIONS FOR SELECTION

Mr. Almy has 19 years of civil engineering experience performing utility designs and coordinating with multiple reviewing, permitting, and funding agencies on projects throughout New Mexico. He specializes in hydraulic analysis, rural and municipal domestic water systems, drainage engineering, sanitary sewer collection systems, and decentralized wastewater treatment and disposal systems. He has performed numerous engineering studies and prepared plans, specifications, and estimates. Mr. Almy will provide technical guidance to our design teams confirming contract compliance and delivery of scope, budget, schedule, and appropriate resource allocation.

■ RELEVANT PROJECT EXPERIENCE

Drainage Detention Basin, City of Alamogordo, New Mexico. CobbFendley is providing surveying and engineering services to re-establish the design volume of four existing large detention ponds that have accumulated sediment. The project scope of work consists of conducting UAV (drone) topographical surveying and grading design to re-establish the design detention volumes based on the record drawings of each pond. As Project Manager, Mr. Almy is tasked with leading the design and development of construction plans, technical specifications, and opinion of probable construction costs to be incorporated into the contract documents.

Alameda Drain Trail Phase 4, Bernalillo County, New Mexico. Mr. Almy served as Project Manager overseeing the design survey, SUE, drainage analysis/design, and water quality features design services for Phase 4 of the Bernalillo County Alameda Drain Trail Project. This phase of the multi-use trail project extended along the Alameda Drain, parallel to 2nd Street from El Pueblo Road northward to Alameda Boulevard. The design survey consisted of topography, roadway and drain planimetrics, existing drainage structures, and apparent ROW. SUE services included QL D, C, and B mapping of utilities along the Alameda Drain ROW and six QL A test holes at potential utility conflict locations. A H&H analysis was completed to determine existing storm water flow rates so that drainage structures could be designed to manage runoff at low points along the trail and mitigate erosion of the drain embankment. In addition, CobbFendley coordinated with the landscape architect to locate curb opening along 2nd Street and adjust the grading in areas adjacent to the trail to direct roadway runoff into water harvesting bio-swales in support of the Green Infrastructure (GI) and Low Impact Development (LID) initiative. CobbFendley designed in-drain water quality features consisting of log check dams and step-down structures/structural trash screens to meet the water quality requirement described in the trail master plan. Mr. Almy supported public engagement by responding to public input questions regarding drainage and water quality.

Buckeye and Iron Street Drainage Improvements, City of Deming, New Mexico. Mr. Almy served as Project Engineer for the utilities portion of this project. The project scope of work consisted of the design of a portion of the drainage improvements identified in the City's drainage master plan to reduce the incidence of large-scale flooding of personal property and ponding on the roadway. The design included the abandonment of an existing 8-inch asbestos-concrete water line and replacement with a new 8-inch PVC water line (~1,560 linear feet) to accommodate the proposed drainage improvements. Mr. Almy led the design team tasked with identifying the path of the replacement water line and the appurtenances necessary to return the water system back to normal operation. Mr. Almy oversaw the production of construction plans, specifications, and estimates related to the water utilities that were incorporated into the overall project construction documents. He was responsible for the budget and schedule related to the utilities design.

F. Response to Specifications

BRAD SUMRALL, PE | COBBFENDLEY

PROJECT PRINCIPAL + QA/QC MANAGER | WATERSHED RESTORATION | ENGINEERING REVIEW

Years of Experience	32
Education	M.S., Civil Engineering, University of Missouri - Columbia, 1992 M.S., Rangeland Ecology, University of Arizona, 1990 B.S., Rangeland Reclamation, Texas A&M University, 1985
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 14086 T/LPA Certified, 2024

■ QUALIFICATIONS FOR SELECTION

Mr. Sumrall has 32 years of professional water resources, land reclamation, municipal development, and master planning experience. With a background in natural resource management and civil engineering, he strives to incorporate sustainable design practices into all his projects for the benefit of the environment and the end user. Specific areas of expertise include potable water and waste water conveyance and retrofit, reclamation and stabilization of disturbed land including mines, roadways and natural waterways, hydraulic and hydrology (H&H), MS4 compliance, storm water best management practice design and evaluation, and pedestrian trails.

■ RELEVANT PROJECT EXPERIENCE

Watershed Based Plan, Village of Ruidoso, New Mexico. As Project Manager, Mr. Sumrall performed a comprehensive H&H engineering analysis of all floodplains as part of our on-call engineering contract with the Village. The watersheds in and around Ruidoso were devastated by massive wildfires in 2024, thereby dramatically altering the runoff conditions. Summer rains immediately following the fires and continuing through the present time are producing elevated runoff rates and volumes, exceeding historic levels and above the currently mapped FEMA flood elevations. CobbFendley produced a comprehensive HEC-HMS model in line with FEMA requirements. The results of this study were used in hydraulic modeling through application of HEC-RAS, a 2-dimensional modeling program. Revised floodplains have been created and adopted by the Village to help manage on-going emergency response actions during rainfall events and to guide redevelopment policy as the Village works to rebuild and recover.

Calabacillas Arroyo HEC-HMS, SSCAFCA, Rio Rancho, New Mexico. As Project Principal, Mr. Sumrall provided hydrologic model review and verification on behalf of the SSCAFCA through its on-call engineering services contract. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho. A thorough review of SSCAFCA's HEC-HMS (USACE Hydrologic Engineering Center – Hydrologic Modeling System) model was performed under direction of Mr. Sumrall to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included.

Drainage Bureau On-Call Services, New Mexico Department of Transportation (NMDOT), Statewide, New Mexico. Mr. Sumrall is the Principal Engineer for drainage support to the NMDOT Drainage Bureau. CobbFendley is providing H&H analyses for development projects discharging into NMDOT ROW. This includes reviewing H&H analysis designs completed by other consultants to verify compliance with NMDOT standards, preventing impacts to NMDOT facilities. CobbFendley is also currently updating storm water quality standards to align with the department's National Pollution Discharge Elimination System (NPDES) manual and construction specifications.

Site Engineering, City of Albuquerque, New Mexico. As part of a proposed facility expansion, Mr. Sumrall served as Project Principal to perform a comprehensive infrastructure analysis to ascertain the complexity and extent of constructing a 25,000 square foot addition to an operational high-tech facility. The evaluation included impacts to water, sewer, high purity water, storm drain, communication, electrical, and roadway infrastructure surrounding the existing facility and relocation requirements due to the building expansion. The project is moving into preliminary design after evaluation of six different options with two selected for further evaluation and design consideration.

F. Response to Specifications

CANDYCE WARD, PE, CFM | COBBFENDLEY

H&H ANALYSIS + DESIGN LEAD

Years of Experience	17
Education	M.S., Civil Engineering, Texas A&M University, 2007 B.S., Civil Engineering, Texas A&M University, 2006
Professional Licenses + Certifications	Professional Engineer, Texas, No. 108949 Certified Floodplain Manager, Texas, No. 1352-08N

■ QUALIFICATIONS FOR SELECTION

Ms. Ward currently serves as a Senior Hydrologist and has 17 years of experience in hydrologic and hydraulic (H&H) analysis with training in traditional and GIS-based hydrologic analysis methods, as well as HEC-HMS modeling. Ms. Ward is a skilled HEC-RAS modeler with both steady and unsteady flow analysis experience. Her drainage capabilities include impact and mitigation analysis, floodplain and floodway analysis, as well as land development experience and storm sewer design. She is experienced and knowledgeable in 2D modeling, permitting for projects, master planning of regional drainage, modifying floodplain/floodway maps through FEMA, and has significant experience in drainage design that includes piped systems, open ditches, and detention/retention ponds).

■ RELEVANT PROJECT EXPERIENCE

White Vs. Ruidoso Flood Damage, Village of Ruidoso, New Mexico. Ms. Ward served as the QA/QC Lead responsible for reviewing all project deliverables pertaining to the development of supplemental material for the Village of Ruidoso. The CobbFendley New Mexico team obtained historical rain events data and ran analyses of the existing culverts with respect to the calculated storm events. The project was pertaining to Mr. White's (the plaintiff) property being flooded and thus he sued the Village of Ruidoso stating that his property is not in the watershed zone and that the river crossing north of his property does not have sufficient data for the calculated storms analysis.

Ira Lee Road and Salado Creek Improvements, Bexar County, Texas. CobbFendley provided survey, planning, roadway and drainage design, bid and construction phase services for the update of a tributary to Salado Creek at Ira Lee to mitigate drainage issues. As H&H Engineer, Ms. Ward assisted with the evaluation of the existing watershed, verifying the FEMA effective HEC-HMS model and updating the FEMA effective HECRAS model to reflect current existing conditions, identifying channel deficiencies, design and analysis of proposed channel improvements, mitigation alternatives, impact analysis and report discussing findings. Design solutions included the reconstruction of 1,900 linear feet of channel and replacing a low water crossing with a bridge along Ira Lee and the associated roadway reconstruction.

Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Study, City of Mont Belvieu/ Chambers County, Texas. Ms. Ward serves as H&H Project Manager for a $2.2 Million regional flood planning study for a 600-square mile area of watershed for the City of Mont Belvieu and Chambers County. Ms. Ward also led the effort to assist in the preparation of the successful FIF grant application that was submitted to the TWDB. Services include updating the effective HEC-HMS and HECRAS models to current conditions, creating new models for currently unstudied streams, converting all HEC-RAS models to 2D, and identifying any flooding associated with the local bayous and rivers. Ms. Ward and her team will identify problem areas and propose alternatives to mitigate future flooding, included channel improvements, detention, and bridge replacements to alleviate flooding.

M-1 Watershed Master Plan, Brazoria County, Texas. The purpose of this project was to create a master drainage plan for the City of Alvin. Ms. Ward completed a detailed H&H analysis of the existing M-1 ditch in the City of Alvin to identify areas of problematic flooding. Ms. Ward updated the HEC-HMS hydrologic model to represent areas of sheet flow more accurately. A bypass channel had been built at the downstream end of the M-1 Ditch, which had never been modeled. She used survey data to construct a HEC-RAS model for the bypass channel and used a weir in HEC-HMS to estimate the amount of flow that left the stream by way of the bypass channel. Ms. Ward evaluated multiple alternatives to reduce the flooding condition of the watershed, including various combinations of detention basins, bridge improvements, culvert improvements, diversion channels and concrete channel lining. She evaluated the estimated construction costs of the proposed alternatives and suggested several phases of implementation.

F. Response to Specifications

CARL AHRENDT, PE, ENV SP | COBBFENDLEY

H&H ANALYSIS + DESIGN SUPPORT

Years of Experience	26
Education	A.S., General Studies, Georgia Military College, 1994 B.S., Civil Engineering, Texas A&M University, 1998
Professional Licenses + Certifications	Professional Engineer, Texas, No. 93576 TxDOT Precertification, No. 14315 Envision Sustainability Professional, No. 31006

■ QUALIFICATIONS FOR SELECTION

Mr. Ahrendt has 26 years of civil engineering experience providing H&H analysis and design services for public works clients including Harris County Flood Control District (HCFCD), TxDOT, City of Houston, and other local municipalities. His study and design experience includes analysis and design for channels, detention, storm sewer system sizing, storm sewer modeling, hydrologic analysis for flow determination, and hydraulic grade line calculations. He has received TxDOT Precertification in hydrologic studies, basic hydraulic design, as well as complex hydraulic design. He has designed erosion control at outfalls, dual ditch/storm sewer systems, pump stations, total storm infrastructure upgrades, and storm sewer junction boxes. He has thorough knowledge and experience with HEC-RAS, HEC-1, HEC-2, HEC-HMS, XP SWMM, WinStorm, HouStorm, MicroStation, GeoPak Drainage, ArcGIS, and City of Houston 2D Modeling Standards.

■ RELEVANT PROJECT EXPERIENCE

Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) Study, City of Mont Belvieu/ Chambers County, Texas. As QA/QC Manager, Mr. Ahrendt was responsible for managing a $2.2 M regional flood planning study for a 600-square mile area of watershed for the City of Mont Belvieu and Chambers County. He led the effort to assist in the preparation of the successful FIF grant application that was submitted to the TWDB. Services included QA/QC of updates to the effective HEC-HMS and HEC-RAS models to current conditions, review of new models for currently unstudied streams, supervised conversion of all HEC-RAS models to 2D, and reviewed flooding associated with the local bayous and rivers. Mr. Ahrendt and his team identified the problem areas and proposed alternatives to mitigate future flooding, including channel improvements, detention, and bridge replacements to alleviate flooding.

Harvey Drainage Recovery, City of Deer Park, Texas. The purpose of this project was to analyze deficiencies of the existing drainage infrastructure for various need areas within the City of Deer Park following flooding during Hurricane Harvey. As QA/QC Manager, Mr. Ahrendt reviewed models for the existing drainage systems to recommend infrastructure improvements. The local storm sewer systems and overland flow routes were modeled in XP SWMM using as-built record drawings and LiDAR. Upon analysis, it was determined that most areas flooded due to a combination of inadequate storm sewer capacity, overland flow, or conveyance capacity of receiving channels. Mr. Ahrendt identified areas where minor rehabilitation efforts could be made to restore the existing system to function as designed, and where total reconstructions would be required. Mr. Ahrendt assisted in the preparation of cost estimates for the various project areas to aid in prioritization of future projects.

Salado Creek Tributary D Drainage Study, Bexar County Public Works, San Antonio, Texas. Mr. Ahrendt served as Project Manager for the H&H analysis along Tributary D to Salado Creek, including an evaluation of the existing watershed, verifying the FEMA effective HEC-HMS model and updating the FEMA effective HEC-RAS model to reflect current existing conditions, identifying channel deficiencies, design and analysis of proposed channel improvements, mitigation alternatives, impact analysis, and report discussing findings and recommendations.

Cangelosi Ditch Hydraulic Evaluation, Trammell Crow Company, Missouri City, Texas. Mr. Ahrendt served as Project Manager for the H&H analysis along Cangelosi Ditch serving the future Park 8ninety Development. His tasks included an evaluation of the existing watershed, extending the FEMA effective HEC-HMS and HEC-RAS model upstream to include the project area, identifying channel deficiencies, creating a proposed condition model based on proposed site development plan, design and analysis of a proposed regional detention pond on Cangelosi Ditch to mitigate increases in flow from the proposed model, and creating a report discussing findings and recommendations.

F. Response to Specifications

TOM COEN, PE | COBBFENDLEY

H&H ANALYSIS + DESIGN SUPPORT

Years of Experience	11
Education	B.S., Civil Engineering, Texas A&M University, 2014
Professional Licenses + Certifications	Professional Engineer, Texas, Registration No. 130948 TxDOT Precertification, No. 27468

■ QUALIFICATIONS FOR SELECTION

Mr. Coen has 11 years of engineering experience in H&H analysis. His project experience includes roadway and neighborhood drainage design, culvert analysis and design, detention design, watershed studies, channel improvements, engineering reports, drainage master plans, impact analysis studies for urban and rural areas including bridge replacements, and forensic analysis for litigation. He is trained in HEC-HMS and GIS-based hydrologic analysis, and has hydraulic modeling experience with WinStorm, HouStorm, HY-8, GEOPAK Drainage, XP SWMM including 1D and 2D, and HEC-RAS including steady and unsteady state, 1D and 2D.

■ RELEVANT PROJECT EXPERIENCE

Bee Creek Drainage Study, City of College Station, Texas. A recent drainage study of Bee Creek calculated vastly different flow rates than an older established study. Mr. Coen was tasked with conducting a third independent hydrologic study of Bee Creek. A watershed was drawn and divided into subbasins, and the City of College Station Drainage Guidelines Manual was followed to create a hydrologic model of Bee Creek in HEC-HMS. A team member then analyzed the three studies and addressed their discrepancies.

West Drainage Study, City of Round Rock, Texas. As Project Engineer, Mr. Coen studied a neighborhood in Round Rock that was reporting flooding problems. City of Round Rock criteria was followed to model the area in 2D XP SWMM. The watershed boundaries were established in ArcGIS and LiDAR data was used to create a digital terrain model (DTM) surface of the area. Structures, impervious cover, and soil types were drawn in ArcGIS and imported into the model to account for infiltration and roughness coefficients. Rainfall hyetographs were creating using HEC-HMS and applied to the model using rain-on-grid. The local storm sewers and inlets were modeled as 1D elements in the model and attached to the grid. After running the model, problem areas were identified, and alternative solutions were investigated.

Seabourne Creek Regional Detention Study, City of Rosenberg, Texas. As Project Engineer, Mr. Coen created a regional detention plan for the City of Rosenberg, which specified phased detention within Seabourne Creek Park to mitigate for increased flows from the development of the Seabourne Creek watershed. A HEC-2 model from a prior study was converted and updated to a HEC-RAS 2D model of Seabourne Creek. Regional detention basins were designed to mitigate for full development of a large detention buy-in area segmented into three phases.

Boggy Bayou Improvement Study, City of Deer Park, Texas. CobbFendley was contracted by the City of Deer Park to provide a watershed study of Boggy Bayou (HCFCD Unit No. G105-00-00). The HEC-HMS hydrologic data was updated and a detailed unsteady-state HEC-RAS model was created to study the effect of various improvement alternatives, including numerous detention options, channel improvements, and pump stations. The results, cost estimates, and recommendations were compiled in a report.

Meadowick Drive Drainage Impact, Preston Marshall, Piney Point Village, Texas. As Project Engineer, Mr. Coen created an impact analysis report for a private client. The client owned properties on both sides of Tynewood Ditch, a tributary to Buffalo Bayou, and wished to make significant channel modifications to the portion of Tynewood Ditch flowing through his properties. A drainage area was delineated in ArcGIS, flow rates were calculated using the rational method, and the existing and proposed conditions of Tynewood Ditch were modeled in HEC-RAS. An impact analysis report was created and submitted to HCFCD.

F. Response to Specifications

REMBRANDT FERNANDEZ, EIT | COBBFENDLEY

H&H ANALYSIS + DESIGN SUPPORT

Years of Experience	4
Education	M.S., Civil Engineering, New Mexico State University, 2021 B.S., Civil Engineering, New Mexico State University, 2019
Professional Licenses + Certifications	Engineer in Training, New Mexico, No. 7632

■ QUALIFICATIONS FOR SELECTION

Mr. Fernandez has four years of experience in the civil engineering industry. His primary responsibilities include performing supporting calculations and modeling for a variety of project work under Professional Engineers. Areas of experience include BIM software, Civil3D, HEC-HMS, steel design, wood design, concrete design, drainage analysis, and grading. Mr. Fernandez has assisted in large projects while maintaining communication amongst multiple project managers at a time on a multi-disciplinary level. As an EIT, Mr. Fernandez has been at the forefront in quality assurance and quality control on any work submitted for review.

■ RELEVANT PROJECT EXPERIENCE

White Vs. Ruidoso Flood Damage, Village of Ruidoso, New Mexico. Mr. Fernandez served as the Project Engineer for the development of supplemental material for the Village of Ruidoso. His responsibilities included obtaining historical rain events data and running analyses of the existing culverts with respect to the calculated storm events. The project is pertaining to Mr. White's (the plaintiff) property being flooded and thus he sued the Village of Ruidoso stating that his property is not in the watershed zone and that the river crossing north of his property does not have sufficient data for the calculated storms analysis.

Eagle Nest Lake State Park Campground Improvements, New Mexico EMNRD, Colfax County, New Mexico. Project Engineer. Mr. Fernandez served as Project Engineer for civil engineering design and surveying services to improve State Park facilities in rural Northern New Mexico. Due to increased user needs, CobbFendley completed design improvements to a 30-site RV campground at this rural state park in Eagle Nest, New Mexico. Improvements included an extension of new electrical service, design of a comfort station containing restroom and shower facilities, and a wastewater collection, treatment, and disposal system for flows generated by the comfort station. Improvements to the existing well-fed water supply system were needed due to the increased system demand created by the comfort station. Improvements included design of a standpipe aboveground storage facility, booster pumps to increase system pressure, and addition of a hypochlorite water disinfection system installed at the wellhead. CobbFendley managed the entire project and coordinated numerous subconsultants including architecture, landscape architecture, electrical, mechanical, plumbing, and geotechnical engineering. Permits for water and sewer system upgrades were obtained through NMED. As Project Engineer, Mr. Fernandez performed calculations, routine regulatory information compliance, and Civil3D work for campground improvements at Eagle Nest Lake State Park in New Mexico. Calculations included ADA grading compliance, wastewater discharge, and field dosing wastewater in a low-pressure system. Civil3D work included grading plans, utility plans, existing conditions plans, proposed site plans, and detail sheets.

Calabacillas Arroyo HEC-HMS, SSCAFCA, Rio Rancho, New Mexico. Mr. Fernandez served as Project Engineer providing backchecking to a HEC-HMS model on behalf of the SSCAFCA. Backchecking procedures included performing test runs of their existing model, building a new model from scratch to compare to SSCAFCA's model, and reporting the differences in similarities in the two models' analyses. The Calabacillas Arroyo encompasses approximately 80 square miles of high desert landscape and developed portions of the City of Rio Rancho. A thorough review of SSCAFCA's HEC-HMS (USACE Hydrologic Engineering Center – Hydrologic Modeling System) model was performed to verify all elements of this 100-year storm analysis. CobbFendley utilized ESRI ArcGIS to verify topographic surfaces, flow paths and other watershed physical characteristics for HEC-HMS model inputs. Evaluation of existing hydraulic structures including detention ponds, dams, storm drains, and open channel systems were included. A summary report compared and contrasted the SSCAFCA version with the parallel model created by CobbFendley as part of the verification process.

F. Response to Specifications

KYLE SUNDAY, PS | COBBFENDLEY

SURVEYING LEAD

Years of Experience	27
Education	Master of Legal Studies - Real Estate and Construction Law, Texas A&M University, 2025 B.S., Construction Management/Surveying and Mapping, University of Houston, 2004 A.S., Mathematics, Alvin Community College, 2006
Professional Licenses + Certifications	Professional Surveyor, New Mexico, No. 30539 Unmanned Aircraft Systems (UAS) Pilot, No. 3912595

■ QUALIFICATIONS FOR SELECTION

Mr. Sunday is a Professional Land Surveyor with over 27 years of experience performing survey operations including terrestrial, aerial, and mobile laser scanning; planning drone flights and processing data; GPS/GNSS surveying activities and developing/maintaining current procedures and techniques to verify quality control; conducting field note data reduction and traverse analysis; performing boundary analysis based on research and field reconnaissance; and coordinating the preparation of survey control mapping and survey monumentation.

■ RELEVANT PROJECT EXPERIENCE

Webster Reservoir Hydrographic Mapping, Boy Scouts of America, Cimarron, New Mexico. Mr. Sunday served as Project Surveyor, overseeing hydrographic survey data collection and upland topography, developing 1-foot contours for volumetric capacity calculations of Webster Reservoir, and serving the Philmont Boy Scout Ranch. He implemented RTK-GPS hydrographic data collection via a multibeam sonar, including “ground-truthing” via conventional surveying methodology. Mr. Sunday implemented various field procedure methods to work around densely vegetated areas in shallow flats by towing the rig and various areas of conventional survey integration.

Countywide Flood Control Reference Monuments, HCFCD, Harris County, Texas. Mr. Sunday served as Project Manager of the overall control network and survey operations. This project was planned to replace the existing “TSARP” Harris County Floodplain Reference Mark System, which has been in existence for over 20 years. As much, the new Control Monumentation Network is planned to be in place for 20+ years, supporting upcoming changes to FEMA Floodplain Insurance Rate Maps across Harris County, thus supporting elevation determinations for upcoming modeling and future improvements therein. New monuments were planned for inclusion into the National Geodetic Survey (NGS) benchmark database. All data was “bluebooked” (NGS OPUS Projects) and extensive coordination with NGS advisors, including final reporting for publication in the national database. Additionally, all monuments met centimeter level accuracy, and were also included into the Approved Orthometric Height benchmark publication, serving as the Primary control point network for HCFCD.

Greens Bayou, HCFCD, Houston, Texas. Mr. Sunday served as Project Surveyor. As such, he performed right-of-way boundary surveying and utility designation along Greens Bayou, from Cutten Road to Veterans Memorial Drive. Including ownership abstract map, ties to Harris County Floodplain Reference Monument control network, and bridge as well as channel details at all automotive, pedestrian, and utility crossings along right-of-way corridor. The project included detailed utility research and database entry to establish utility ownership and contact log for future project design and construction.

White Oak Bayou (E100-00-00-E005 and E006), HCFCD, Harris County, Texas. Mr. Sunday served as Project Manager responsible for providing professional surveying services, including aerial imagery, aerial LiDAR, topographic surveying and ROW mapping for the entire project length. This included utility investigation and identification, along with boundary research and utility research to identify all obstructions needed for channel rehabilitation. Mr. Sunday’s team provided survey control and monumentation for the entire 12.5-mile project, including terrestrial scanning and modeling of all bridge crossings.

F. Response to Specifications

BOBBY ORTIZ, CST III | COBBFENDLEY

SURVEYING - FIELD COORDINATION LEAD

Years of Experience	33
Education	N/A
Professional Licenses + Certifications	Certified Survey Technician (C.S.T) Level III, No. 1100-1289

■ QUALIFICATIONS FOR SELECTION

Mr. Ortiz has spent 33 years in the surveying industry acting as a Project Manager on hundreds of surveying projects. He has served as a Crew Chief and Project Manager on many projects throughout the state of New Mexico to perform control work, boundary verification, topographic surveys, property surveys, right-of-way (ROW) surveys, and construction staking and leveling. He has been responsible for supervising and scheduling survey field crews in the production of all types of surveys, including second and third order geodetic surveys, second and third order leveling surveys, and a variety of photogrammetric control surveys throughout New Mexico and the Southwest. He also has experience on military installations, and national laboratories, national forests, municipalities, and Native American Pueblos and Reservations throughout the southwest.

■ RELEVANT PROJECT EXPERIENCE

Lower Rio Grande Public Water Works Authority Survey, Doña Ana County, New Mexico. Mr. Ortiz served as Survey Project Manager responsible for scheduling survey and SUE activities, and oversight of survey data collection along with utility mapping to aid in the design of this LRGPWWA project in Doña Ana County. The survey included setting site control, data collection utilizing GPS and robotic total station methodologies, collecting topographic information, establishing an apparent ROW, along with utility locating and mapping. The project team delivered a comprehensive AutoCAD Civil 3D drawing to support the design of a new water line. CobbFendley delivered the project on schedule and within the allocated budget.

Edgewood Waterline Replacement Project, City of Roswell, New Mexico. As Project Manager, Mr. Ortiz oversaw collection of topographic survey and SUE information through a residential neighborhood for a waterline replacement project. He coordinated field SUE and survey crews to optimize field mobilizations. In addition, he oversaw the production of the final deliverable, ensuring the quality and accuracy of the data provided to the City.

Grisum Park Surveying, City of Moriarty, New Mexico. Mr. Ortiz served as Survey Project Manager responsible for providing topographic services for park restoration within the City of Moriarty. The topographic survey was performed on five acres for design purposes. Information collected included planimetric data, utilities, and enough detail to produce one-foot contours. Conventional survey equipment along with UAV technology were utilized to collect survey information for production of a topographic survey and georeferenced orthophoto. All survey work was performed in accordance with the minimum standards for surveying in New Mexico.

Billy the Kid Trail Topographic Survey, City of Lincoln, New Mexico. Mr. Ortiz served as the Project Manager responsible for creating a topographic map through Lincoln, New Mexico on Billy the Kid Trail. Mr. Ortiz coordinated Level D SUE to coincide with field surveying to produce a topographic map throughout the project limits. Final deliverable was a Civil 3D drawing and surface utilizing NMDOT CAD standards.

Southeast Loop Road Phase II, Eddy County, New Mexico. Mr. Ortiz provided survey support. This project, jointly funded by Eddy County, the City of Carlsbad, and the NMDOT, aims to relieve heavy truck congestion through the City of Carlsbad through the construction of a bypass loop connecting US Highways 285 and 62/180. Survey services included setting and surveying 5 GPS control points, fixed right-of-way mapping, preparation of a preliminary property ownership map, and preparation of ROW maps for the 21 partial takes and 12 temporary construction permits required by the project, including research and title reports, and monumentation maps.

F. Response to Specifications

JACOB HAYS, PE | COBBFENDLEY

ROADWAY SUPPORT | STRUCTURAL ENGINEERING | MATERIALS ENGINEERING

Years of Experience	13
Education	M.S., Civil Engineering, University of New Mexico, 2011 B.S., Civil Engineering, University of New Mexico, 2009
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 22904

■ QUALIFICATIONS FOR SELECTION

Mr. Hays is a Project Manager with over 13 years of civil engineering experience specializing in geotechnical, structural, materials, and construction projects. His portfolio also includes major airfield and roadway projects for military installations and public infrastructure, where he provided pavement design, drainage solutions, and construction cost estimates. His leadership roles have encompassed project management, quality control, client communication, and technical oversight.

■ RELEVANT PROJECT EXPERIENCE

I-40 Median Drainage Improvements, NMDOT, Coolidge, New Mexico. Mr. Hays is currently serving as the Project Manager for the drainage design associated with ongoing median improvements between mileposts 44 and 47 on Interstate 40 near Coolidge, New Mexico. The project includes replacing the existing cable median barrier with a 42-inch concrete wall barrier. Additionally, the median will be filled and graded to support a future two-lane expansion, which involves paving the median and shoulder to accommodate additional lanes for emergency use. Mr. Hays is leading a team of engineers and designers in conducting a hydrological study and developing project plans. He also performs interim QA/QC reviews between official milestone submissions and prepares quantity takeoffs to support the development of quantity schedules.

Pine Road Drainage Improvements, City of Rio Rancho, New Mexico. Mr. Hays is currently serving as the Project Manager for the Pine Road Drainage Improvement project, which includes drainage easement acquisition and property procurement in support of a sediment retention and conveyance system. Mr. Hays oversaw comprehensive title research for ten properties, including the preparation of electronic title reports and key findings in accordance with NMDOT standards. He is currently working with the City on a contract amendment to provide updated ROW mapping for six parcels, including one summary plat and six parcel exhibits with legal descriptions and five foot public utility easements. His responsibilities have included project management, scoping ROW/survey services, and subcontractor management. Future services will include field surveying and filing summary plat, legal property descriptions, and parcel exhibits with Sandoval County and the City to maintain compliance with federal and local requirements.

Atkinson Road Bridge Replacement, City of Roswell, New Mexico. Mr. Hays served as the Project Engineer responsible for designing a box culvert to replace a bridge spanning an active storm channel in Roswell, New Mexico. He conducted a hydraulic analysis using the Federal Highway Administration's Culvert Analysis Program (HY-8) to size the box culvert in accordance with the performance criteria outlined in the NMDOT's Drainage Design Manual. A double-barrel box culvert with 14-foot by 12-foot openings was selected based on the flow requirements. Mr. Hays also performed a bearing analysis to confirm that the bearing pressure remained within allowable limits. He led the design team in developing the construction drawings and details for the final deliverable.

Trucking Facility Storm Drain Evaluation, ABF Freight, Albuquerque, New Mexico. Mr. Hays served as the Project Engineer responsible for developing repair recommendations for channel lining and slope paving. The main loading dock at this facility is located in a low-lying area, surrounded by steep, shotcrete-stabilized slopes, with drainage channels along the edges designed to divert runoff into catch basins. These slopes and channels exhibit various forms of distress, including shrinkage and structural cracking, joint deterioration, and voids beneath the pavement, all of which compromise their integrity and allow water infiltration. The recommended repair plan was developed considering Department of Interior Guidance, and includes replacing the channel lining and slope paving, regrading the drainage channels, sealing joints, filling cracks, and remediating voids.

F. Response to Specifications

JESUS RAMOS, PE | COBBFENDLEY

CONSTRUCTION MANAGEMENT

Years of Experience	28
Education	M.S., Construction Management, The University of Texas at El Paso, 2015 B.S., Civil Engineering, The University of Texas at El Paso, 2005 A.A.S, Drafting and Design, El Paso Community College, 1997
Professional Licenses + Certifications	Professional Engineer, New Mexico, No. 23052 Professional Engineer, Texas, No. 103721

■ QUALIFICATIONS FOR SELECTION

Mr. Ramos is a Senior Project Manager with 28 years of experience in civil engineering including constructability review, construction management, and coordination. Mr. Ramos is a versatile and well-rounded civil engineer, with experience in construction management and coordination, storm drainage design, SUE, and highway engineering design. His construction experience include complete bidding process, scheduling, field investigations, and utility management and verification.

■ RELEVANT PROJECT EXPERIENCE

Florida Street Widening, City of Deming, New Mexico. Mr. Ramos served as Construction Management Lead for approximately 1,144 linear feet of pavement widening along Florida Street from NM 11 to Santa Clara Street. The project is within state jurisdiction and required coordination with NMDOT.

Racetrack Street and Drainage Improvements, Luna County, New Mexico. Mr. Ramos served as Construction Management Lead for approximately 2,700 linear feet of street and drainage improvements along Racetrack Road from Chato Road to Hunt and Little Drive Road.

Gateway Stormwater Ponds, El Paso Water Utilities (EPWater), El Paso, Texas. Mr. Ramos worked under the direct supervision of the Principal and Lead Engineer to develop a full Civil Package for two Stormwater Detention Ponds. He was involved in the design and performed coordination with the EPWater and participated in the weekly project meeting. He also generated and coordinated the General and Utility Demolition Plans and the Construction Sequence Plans. He reviewed and provided comments to the Lead Engineer for the Preliminary Drainage Analysis Report. He reviewed and provided comments to the Technical Specifications and Opinion of Probable Cost. He also conducted a careful “take-off” to determine quantities for the cost opinion. This project was constructed in conjunction with a tunneling project to connect both ponds for stormwater equalization, therefore careful coordination with other consultants was eminent.

Haciendas San Gabriel Unit One, Sunland Park, New Mexico. Mr. Ramos served as Construction Management Lead for 20.512 acres of Residential Subdivision Improvements in Sunland Park, New Mexico. Services included coordination with construction activities between the owner’s construction representative and the City of Sunland Park, New Mexico, performed coordination with all utilities to successfully lay underground conduits for cable installation for electric, fiber optics cable, telephone, and gas main services. Coordination also included final platting. The improvements included stormwater infrastructure, grading and drainage, curb and gutter, asphalt pavement, rockwalls, illumination, water distribution, sanitary sewer system, landscaping, and irrigation.

East Border Highway Extension, TxDOT - El Paso District, El Paso, Texas. Mr. Ramos served as Project Engineer for approximately 20.3 miles of proposed extension, from Loop 375 (Americas Avenue) to the Fabens port-of-entry, Mr. Ramos identified watershed areas over 200 acres to calculate the storm water runoff using the NRCS and Unit Hydrograph methods. He determined and calculated the watersheds and sub-watersheds of an area over 33,845 acres (52.9 square miles). Due to the extent of farmland within the total contributing watershed and project area, he placed special emphasis on the existing irrigation channels and coordinated extensively with the El Paso County Water Improvements District #1.

F. Response to Specifications

CHAD MURPHY | COBBFENDLEY

PROJECT ENGINEER | MUNICIPAL

Years of Experience	5
Education	B.S., Civil Engineering, Northern Arizona University, 2019
Professional Licenses + Certifications	N/A

■ QUALIFICATIONS

Mr. Murphy has five years of engineering experience specializing in construction projects in Arizona, New Mexico, Oklahoma, and Hawaii, as well as drainage design projects in Arizona and New Mexico. He is responsible for conducting hydraulic analyses, preparing drainage memos, reviewing construction plans, responding to Request for Informations, attending construction meetings, and providing cost estimates, schedules, and quality control. Mr. Murphy also brings extensive experience working in the field of heavy civil construction serving as field engineer and superintendent on numerous projects in the state of Hawaii. His portfolio includes roadway, airfield, and public infrastructure projects. Mr. Murphy is committed to overall safety and delivering valued engineering solutions.

■ RELEVANT PROJECT EXPERIENCE

Watershed Based Plan, Village of Ruidoso, New Mexico. Mr. Murphy is currently serving as the Project Engineer for the development of a Best Management Practices (BMP) memo to be implemented in the Village of Ruidoso to reduce Total Maximum Daily Load (TMDL) levels of the Rio Ruidoso river. In addition to the memo, Mr. Murphy has identified which property boundaries that the Village of Ruidoso owns to implement the BMP's to reduce the various items in the TMDL. The project includes completing a watershed based plan to help mitigate the multiple impairments that are impacting different stretches of the Rio Ruidoso river, Carrizo Creek, Grindstone Canyon, and Grindstone Reservoir.

White Vs. Ruidoso Flood Damage, Village of Ruidoso, New Mexico. Mr. Murphy served as the Project Engineer for the development of supplemental material for the Village of Ruidoso. His responsibilities included obtaining historical rain events data and running analyses of the existing culverts with respect to the calculated storm events. The project is pertaining to Mr. White's (the plaintiff) property being flooded and thus he sued the Village of Ruidoso stating that his property is not in the watershed zone and that the river crossing north of his property does not have sufficient data for the calculated storms analysis.

Trucking Facility Storm Drain Evaluation, ABF Freight, Albuquerque, New Mexico. Mr. Murphy served as a Project Engineer responsible for assisting in developing a memo for repair recommendations for channel lining. In this facility, the main loading dock is located in a low-lying area surrounded by steep, shotcrete slopes with drainage channels along the top edges to divert runoff to existing catch basins. The slopes and channels are experiencing multiple forms of distress such as shrinkage and structural cracking, joint deterioration, and voids underneath side slopes which allow infiltration and thus compromises the integrity of the structure.

Kapalama Wharf and Dredging, City of Honolulu, Hawaii. Mr. Murphy served as a Structural Field Engineer responsible for procuring materials, scheduling work, claiming quantities, ensuring quality of work is met, and meeting project deadlines. The scope included features the waterside construction at Piers 40-43 in Honolulu Harbor that added 18.5 acres of fast-land, including 1,860 linear feet of new berthing space for two container ships to dock simultaneously and up to six gantry cranes. The work also included dredging along the waterfront and up to the federal channel and widening of the water basin. Mr. Murphy was tasked with the building of land side crane rail beam, water side crane rail beam, PCCP pavement, and utility vaults. He oversaw crews and utilized different programs to help analyse the detailed members of the beams. He utilized the program Sketch Up to view the beams, portray the formwork needed, sequence of how they fit together, and schedule beam concrete pours.

F. Response to Specifications

KEN ROMIG, PLA, ASLA, LEED AP | CONSENSUS PLANNING

LANDSCAPE ARCHITECT LEAD

Years of Experience	23
Education	M.S., Community and Regional Planning, University of New Mexico
Professional Licenses + Certifications	Professional Landscape Architect, New Mexico, No. 337

QUALIFICATIONS FOR SELECTION

Mr. Romig, PLA, ASLA, LEED AP, is a Landscape Architect with over 23 years of experience envisioning and designing great outdoor spaces that are responsive to place, human wellness and vernacular traditions. Having grown up on a sustainable farm in Northern New Mexico, he is exceptionally aware of the austere growing conditions in the Southwest, including diurnal temperature fluctuations, soils, and microclimates.

Mr. Romig has developed a niche landscape architectural practice that involves the master planning and design of abandoned mine land and has conducted community-based planning efforts and design to safeguard and reclaim mined lands in Madrid and Silver City, New Mexico. These master planning and design efforts have implemented watershed reclamation techniques that preserve and protect ecological and cultural resources, while reflecting the vernacular building traditions of the local community.

RELEVANT PROJECT EXPERIENCE

Madrid Mining Landscape, Madrid, New Mexico. Mr. Romig served as Landscape Architect to manage the community-based planning process to utilize AML funds for the reclamation of legacy mining issues in the Village of Madrid, New Mexico. The project entailed master planning reclamation efforts for the arroyo, village, and the steep east hillside to minimize erosion, stabilize soils and safely convey storm water through residential neighborhoods. Design efforts included the development of construction drawings for two reclamation efforts, including Phase 1 emergency stormwater conveyance construction drawings, and Phase 2 design of village-wide stormwater system utilizing Zuni Bowls and other watershed reclamation techniques.

Alameda Drain Trail Master Plan and Phases I-III Implementation, Albuquerque, New Mexico. Mr. Romig served as Landscape Architect to manage the master planning of 9-miles of urban and rural trails with multiple jurisdictions to include community amenities and harvest stormwater for landscape plantings using green stormwater infrastructure techniques. He designed construction drawings for three miles of trail and green stormwater infrastructure to use MRGCD and AMAFCA drainage facilities as community amenities.

Safeguarding Abandoned Mines on Boston Hill, Town of Silver City, New Mexico. Mr. Romig served as Landscape Architect to manage a community based planning and design process to safeguard abandoned mines to incorporate trails and safe recreational experiences in landscapes that were severely affected by hard rock mining.

Lake Bonito Campground, City of Alamogordo, New Mexico. Mr. Romig served as Landscape Architect to work with the City of Alamogordo to develop plans for the reclamation and rebuilding of Lake Bonito Recreation Area into a campground, fishing, and recreation area.

F. Response to Specifications

CODY STROPKI, PHD | SWCA ENVIRONMENTAL CONSULTANTS

FIRE RESTORATION ECOLOGIST AND WATERSHED/SOIL SPECIALIST

Years of Experience	23
Education	Ph.D., Watershed Hydrology and Hydrology, University of Arizona, 2011 M.S., Water Resources, University of New Mexico, 2003
Professional Licenses + Certifications	New Mexico Department of Game and Fish Take Permit (3143), Subpermittee Certified Fire Ecologist, 2012

■ QUALIFICATIONS FOR SELECTION

Dr. Stropki is a certified fire ecologist and watershed scientist with considerable knowledge of the post fire environment. He has managed numerous projects, primarily focused on wildfire risk management, postfire damage assessments, ecological and hydrologic restoration, and ecosystem monitoring in the post-fire environment. Dr. Stropki has also worked on multiple post fire and forest restoration NEPA compliance projects for the USFS, BLM, NPS, and tribal partners which has given him a deep appreciation for the permitting process needed to have a successful project. He has experience 404/401 permitting and EA management and development, senior technical oversight on report production, coordinating and supervising field crews, and designing and implementing restoration/mitigation plans across differing elevations and gradients of riparian environments.

■ RELEVANT PROJECT EXPERIENCE

Acequia Post Fire Support, NMISC, Grant, Hildalgo, Gila, Mora, and San Miguel Counties, New Mexico. Dr. Stropki served as Fire Restoration Ecologist and Watershed/Soil Specialist. In 2022, the two largest wildfires in New Mexico history (Black and Hermit's Peak/Calf Canyon) burned more than 666,000 acres. Driven by unfavorable weather, drought conditions, and accumulated fuels, these fires impacted the watersheds and water resources of many rural and acequia communities. The NMISC contracted with SWCA to conduct damage assessments and provide recommendations on how best to restore acequia function. This project was guided by the New Mexico Acequia Association and local ditch bosses (mayordomos) who worked with SWCA to assess over 20 acequias and adjacent streams across the Gila, Mimbres, Gallinas, and Mora River basins. Post-fire conditions coupled with above-average summer monsoon precipitation increased peak flows, overall runoff volumes, and sediment loads which reshaped river channels and rendered all surveyed acequias dysfunctional and incapable of transporting water as needed. Dr. Stropki conducted desktop and field assessments, supported by drone imagery which captured valuable aerial data, to assess post-fire and post-flood damages. SWCA developed reports to distribute findings to the NMISC and provided potential actions to restore damaged acequias to a basic operational state, along with high-level cost estimates to inform planning processes for NMISC, mayordomos, and other relevant parties.

Doghead Wildfire BAER Team, Edgewood Soil and Water Conservation District, Bernalillo and Torrance Counties, New Mexico. Following the Dog Head wildfire of 2016, SWCA was contracted to perform post-fire damage assessments in support of the client applying for emergency watershed protection funds through the Natural Resource Conservation Service. SWCA was tasked to conduct these damage assessments on private lands and provided recommendations on the most critical areas of concern. SWCA also developed a matrix table that highlighted the different restoration techniques that could be applied across the burned area. This work resulted in the client obtaining a grant for over $500,000 to assist private landowners with post-fire restoration projects.

Ojo Peak Post-Fire CFRP, Claunch-Pinto Soil and Water Conservation District, Torrance County, New Mexico. Fire Restoration Ecologist and Watershed/Soil Specialist. SWCA was retained to assist with the post fire restoration following the Ojo Peak Wildfire that burned approximately 7,000 acres, including the upper watershed of Ox Canyon, which contains perennial pools and springs. This restoration was aimed at channel stabilization and revegetation to improve water quality. Over 20 passive structures aimed at mitigating channel erosion as well as 800 willow whips were installed during this project. Since restoration was completed in 2012, SWCA has continued to monitor the effectiveness of the built structures on sediment retention and hill slope soil erosion. Dr. Stropki was responsible for all permitting (including NEPA/404), designing, and installation of erosion control structures.

F. Response to Specifications

ANDREA MCARDLE | SWCA ENVIRONMENTAL CONSULTANTS

ENVIRONMENTAL ASSESSMENT LEAD

Years of Experience	8
Education	B.S., Ecology and Evolution, Ohio State University, 2015
Professional Licenses + Certifications	New Mexico Department of Game and Fish Take Permit (3143), Subpermittee U.S. Fish and Wildlife Service, Native Endangered & Threatened Species Recovery Permit (ES045236): AR, AZ, CO, NM, NV, OK, TX, UT; Permittee: Mexican spotted owl (NM)

■ QUALIFICATIONS FOR SELECTION

Ms. McArdle is a National Environmental Policy Act (NEPA) specialist in SWCA's Albuquerque office with a background in and working knowledge of permitting requirements for watershed restroation projects, renewable energy planning, and wildlife survey methodologies. Ms. McArdle's projects range from NEPA support in the Bureau of Land Management (BLM) Carlsbad and Farmington Field Offices to project feasibility assessments for renewable energy. She gained extensive knowledge in invasive plant species conducting physiological and ecological research at Ohio State and the University of New Mexico. Ms. McArdle also specializes in Mexican spotted owl habitat assessments.

■ RELEVANT PROJECT EXPERIENCE

South Sacramento Restoration Project, New Mexico Department of Game and Fish, Multiple Counties, New Mexico. SWCA was contracted by New Mexico Department of Game and Fish to support the USFS in developing an EIS for a 140,000-acre landscape scale forest restoration project on USFS lands. Ms. McArdle served as Biologist responsible for facilitating meetings with agencies and the public, drafting resource specialist reports and producing the draft and Final Environmental Impact Statement (FEIS). The Proposed Action would allow implementation of a landscape scale, 20-year forest restoration project on USFS lands in the Sacramento Mountains. SWCA prepared the FEIS for the USFS in 2021.

Sandia Mexican Spotted Owl Surveys, Edgewood Soil and Water Conservation District, Bernalillo County, New Mexico. SWCA conducted Mexican spotted owl surveys in the Sandia Mountains. Ms. McArdle served as Biologists responsible for managing and conducting field work for threatened and endangered species within Cibola National Forest. She also assisted with summary reports and agency coordination.

Los Lunas River Mile 163 River-System Maintenance Project, New Mexico Interstate Stream Commission, Bernalillo County, New Mexico. SWCA prepared an environmental assessment (EA), conducted an aquatic resources delineation, and provided Clean Water Act permitting assistance and consultation with the U.S. Army Corps of Engineers for the proposed 43.8-acre project area. The purpose of the project is to improve water conveyance, improve and diversify riverine habitat, and reduce flood risk based on the existing hydrologic and geomorphic regimes by lowering the existing bank and removing berms within the historic channel and floodplain. Ms. McArdle served as Natural Resources Lead and NEPA Writer responsible for assisting with finalizing the proposed action with the agencies, including U.S. Army Corps of Engineers coordination and permitting. She also authored portions of the EA and supporting documents for NEPA analysis.

Town of Corona Planning Collaborative Forest Restoration Program, Claunch-Pinto Soil and Water Conservation District, Lincoln County, New Mexico. SWCA prepared a Collaborative Forest Restoration Program grant application to complete NEPA on USFS lands that are adjacent to the Town of Corona. About six to ten sections of land were included in this analysis and 800 acres of USFS (Cibola) land were surveyed.

Cunningham Solar Transmission Line, Xcel Energy, Lea County, New Mexico. Ms. McArdle served as the Project Manager and Report Author responsible for completing environmental surveys as well as New Mexico Public Regulation Commission Location Approval documentation. The scope of services has included biological and cultural surveys, authoring the biological and cultural resource reports, authoring the environmental report for the location approval application, submitting testimony for the location approval application, and agency coordination.

F. Response to Specifications

3. DESIRABLE SPECIFICATIONS

Understanding of the Scope of Work

CobbFendley's project management approach has emphasized effective communication with a commitment to quality, integrity, and engineering excellence. CobbFendley is focused on delivering projects in the most efficient manner possible, while adhering to all applicable standards and procedures. We will work closely with the Village to anticipate the needs of the project, plan the resources to meet those needs, and execute the plan in an exemplary fashion.

Our project methodology comes as a result of on-the-ground experience working with a variety of clients. ***The true measure of a successful project is a satisfied client, which is why we will meet with the Village's Engineer to define the project scope as soon as any task order is issued***. Once the scope is defined and the project begins, we hold bi-weekly progress meetings with the Village's Engineer so that everyone involved in the project stays aware of progress and any challenges encountered.

CobbFendley has full, in-house design capabilities, from the planning phases through plan production to project construction, for the anticipated engineering projects that the Village will undertake. As a full-service civil engineering firm with a complement of extremely qualified teaming partners, CobbFendley brings the technical skills, experience, relationships and problem-solving ability to address the Village's needs.

Our team includes specialty subconsultants with extensive experience addressing impacted watersheds due to wildland fires, flooding, mining activities, and earthmoving activities for infrastructure. CobbFendley can address any specialty and specific need posed by the conditions currently affecting the Village. ***Some points related to each of the specific topic areas below are provided to show our familiarity and ecosystem approach to addressing restoration needs***.

Wetland/Stream/Riparian Improvements

Reestablishing wetland, stream, and riparian ecosystems is challenging after flood events due to loss of soil and plants available for recruitment. However, conditions to help support recovery can be targeted as part of a restoration effort. The goal is to create conditions where stream velocities are reduced to sustain a saturated soil condition conducive to supporting riparian and aquatic vegetation. This can be achieved by installing training dikes that divert water into regraded overbank areas that can remain saturated and allow for reintroduction of aquatic and semi-aquatic vegetation.

The hydrologic regime must be carefully considered to address a wide range of flows expected in streams and drainages given significant alteration in the watershed. These varied flows can be evaluated and leveraged to target key plant species reintroduction. Beyond that, soil and streambed stabilization must be a focus area to reduce channel incision and mass wasting of channel banks. This can be achieved through reactivation of alluvial fans and overbank flooding areas to increase water spreading and infiltration opportunities. Sediment harvesting and sequestering can help reduce overland flow velocities thereby promoting infiltration and revegetation efforts.

Fish Habitat Structures

Mountain trout, pursued by many in Ruidoso, require specific habitat and conditions to thrive and reproduce. Two important factors are cold water temperatures and slow, deep water with abundant in-stream cover and stable banks with lots of plant growth. Recreating these conditions requires a big picture approach that focuses on long term conditions that can be achieved through incremental improvements as flows from the contributing watershed are reduced as revegetation becomes reestablished. Near term stabilization measures can be implemented to improve habitat in the near term through strategic placement of rocks, boulders and cross-vanes to channelize and direct flow away from locations experiencing bank instability and incising. Manuals of practice to design and construction of such structures include resources from the NRCS, the Wild Trout Trust, EPA and the USGS.

Erosion Control Structures (E.G., Zuni Bowls and Rock Rundowns)

Reducing stream energy and sediment loads from contributing watersheds is necessary to improve water quality and reduce sediment inputs into receiving waters. The design and installation of Zuni bowls and rock rundowns can aid in stabilizing drainage ways to help ameliorate erosive forces and reduce channel scour. Design details suitable for installation in Ruidoso are available and can be modified for site specific conditions identified by the project team.

Other structures that can be adapted include water bars, check dams, erosion wattles, mulching, cross timbering on eroded slopes, sediment retention berms and similar NRCS methodologies. Overall, reducing overland flow and channel flow velocities is critical to reestablishing a healthy watershed thereby promoting infiltration, revegetation, and minimizing erosive forces.

F. Response to Specifications

Infiltration Structures: Bioretention Basins, Stormwater Wetlands, and Trenches

The goal of installation of bioretention basins and infiltration trenches is to facilitate shallow groundwater reinjection thereby hydrating the soil profile. Rehydrating this shallow vadose zone serves to support plant roots, microbial populations, and nutrient cycling, which is critical to recreating a healthy soil profile. They can also help to capture pollution and recycle nutrients that are lost through overland flow and elevated erosional forces. Such structures can be strategically placed to provide supplemental water harvesting for revegetated areas, particularly serving plants with deeper root systems such as trees and shrubs. Ultimately, the increased residence time results in elevating the shallow groundwater profile.

Xeriscaping and Native Plant Landscaping

New Mexico is a land of ecological extremes that are adapted to periods of prolonged drought interspersed with large precipitation events. To recreate a sustainable ecosystem, reintroduction of adapted native species is imperative for long term success. Teaming partner, Consensus Planning, a New Mexico based landscape architecture and planning firm, will allow the project team to develop the most effective revegetation strategies. Together, with effective hydrologic analysis, appropriate xeriscape green infrastructures can be developed to stabilize and reestablish a thriving open space amenity for use by the public.

Recreational and Educational Trails and Other Amenities

Water attracts both humans and wildlife to use it as a resource and a place for spiritual renewal. River corridors can also be developed into educational spaces that help the public understand natural and ecological processes and how nature influences the world in which we live. Walking and bicycling trails are often located within river corridors and can be included within projects implemented in the Rio Ruidoso drainage. Coupled with rest stops and educational signage, waterways can become destinations to escape from the outside world and allow us to reconnect with the natural environment. Our project team have all participated in design projects for recreational trails that comply with American with Disabilities Act (ADA) requirements allowing for access by all public users.

River Gradient Control Structures and Other River Structures

Protection of public infrastructure assets and private property are a high priority in a developed environment. Continued flooding within the Rio Ruidoso corridor continues based on direct observation by the CobbFendley team during successive site visits in 2024 and 2025. Channel armoring using native materials can help begin stabilizing channel banks while longer term more durable solutions can be evaluated, designed and installed. Felled timber, salvaged from the burned forest can be laid parallel to stream flow along the banks to reduce stream energy. It can also lessen direct streamflow flow impacts reducing mass wasting and bank erosion. Root balls from downed timbe can be placed along bends to reduce hydraulic scour and reduce stream energy causing bank failure.

Installation of debris screens, nets or grates may also help prevent clogging of conveyance structures including culverts and bridge openings. These will require detailed hydraulic analysis to determine conditions that may result from complete clogging while still allowing streamflow to continue. Diversions within the waterway can also be installed that serve to channel floating debris toward channel banks that allow for bridge openings to remain clear. Accumulated debris along the bank can then be removed from streamside or left in place to help with bank protection.

Watershed Improvements to Reduce and/or Eliminate Surface Water Impairment

A common condition that results from intense fire events is the creation of hydrophobic soils. Elevated temperatures alter the soil which creates impermeable crusts that prevent infiltration. Beyond changes to the physical structure of the shallow soil profile, loss of nutrients through volatilization and organic ground cover also results. Although these crusts break down over time through freeze-thaw cycles, the CobbFendley team will evaluate means to accelerate breakdown of these crusts to improve infiltration and seedbed characteristics.

Mechanical scarification of surface soils through raking, chiseling or disking may be possible in some locations if accessible by farm or small construction equipment. Coupled with drill or broadcast seeding, more rapid revegetation is possible provided precipitation occurs. Supplemental watering using temporary sprinkler systems may also be an option and investigated on a case-by-case basis. This may be a viable option if an open body of water is available.

F. Response to Specifications

Larger scale watershed improvements using seeding, windrowing, and cross slope berms may also be possible in some locations. Placement of erosion control wattles, rock berms and downed timber along the contour can also help reduce overland flow velocities and capture soil mobilized by raindrop impacts. Capturing soil at its source will greatly reduce turbidity in receiving waters and support restoration of impacted watershed.

Cooperation with public land agencies such as the US Forest Service, the Natural Resource Conservation Service (NRCS), the Bureau of Indian Affairs and the Mescalero Tribe are imperative to leverage funding and resources available. For successful recovery, a watershed-based approach that spans all agencies and jurisdictions is the key to achieving collective benefit.

Disaster Assessment, Repairs, and Mitigation Programs

The Emergency Watershed Protection program, administered by the NRCS, is available to help with fire and flood recover in the Village of Ruidoso. In addition, disaster grants are available from the NM DHSEM along with FEMA funds. We are aware that these funds have already been activated for use in Ruidoso but can be supplemented with other funding sources. We will investigate the application and qualification processes for other sources which may include:

- New Mexico Water Trust Board
- National Fish and Wildlife Foundation
- NMDOT Multi-Modal Funding Grants
- New Mexico Environment Department Section 319
- River Stewardship Program
- Cottonwood Foundation

4. PROXIMITY TO AND OR FAMILIARITY WITH THE AREA IN WHICH THE PROJECT IS LOCATED

Familiarity With the Village's Unique Needs

As an on-call engineer for civil engineering services to the Village of Ruidoso, ***our team regularly visits the Village and has observed the impacts of the fire on the watershed and resulting flood damage that occurs regularly***. We have reviewed available hydrologic maps and consulted publicly available information sources to review pre-fire soil and vegetation conditions that will serve as the restoration goals within the watershed.

The Rio Ruidoso must undergo substantial stabilization and restoration to recreate the destination conditions enjoyed by many local residents and visitors to the area. Though conditions are currently critical, recreating and restoring historic conditions are achievable through a holistic ecosystems approach. Our team is also experienced with engaging stakeholder groups through partnering that all look towards returning to pre-fire conditions, whether along the Rio Ruidoso or other adjoining waterways outside the Village limits. Identifying and cataloging all existing drainage and conveyance infrastructure for the Village Asset Management Plan is also a priority that our team is working to support.

Firm's Responsiveness

PROJECT OFFICE
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
Phone: 505.508.0786
Established in 2010

PROJECT LEADERSHIP
Project Principal | Project Manager
Brad Sumrall, PE | Chris Almy, PE

CobbFendley's team is able to respond quickly to work authorization requests from the Village from our Albuquerque office. CobbFendley can provide project coverage through our Albuquerque regional office and our annex located in Las Cruces, New Mexico. We also can mobilize multiple crews and office technicians to meet constrained or fast-track time schedules. CobbFendley will work diligently to respond quickly to requests under this contract. We maintain flexible operations to respond to the specific requirements of each project.

We strive to be available and responsive to both our clients and other project stakeholders throughout the life of a project and beyond. CobbFendley will respond to new work requests within five working days and will communicate with the Village throughout the scope and fee development. Our client relationships are not one-sided, however, and we make a practice of maintaining consistent and ongoing communication and coordination with our clients. Public sector work benefits from a clear and open dialog as priorities, funding, and management programs evolve. CobbFendley will meet with Village staff to develop which methodologies to apply on individual projects to verify that maximum efficiencies and high standards are met.

5. CURRENT VOLUME OF WORK WITH THE CONTRACTING AGENCY NOT 75% COMPLETE

Information pertaining to CobbFendley's current volume of work with the Village of Ruidoso is provided in the Project/Contract Listing Form (Appendix I) on page 49.

6. SIGNED CAMPAIGN CONTRIBUTION FORM (APPENDIX B)

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

F. Response to Specifications

6. SIGNED CAMPAIGN CONTRIBUTION FORM (APPENDIX B)

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Sean Wolfe 10/17/2025
_____
Signature Date

Senior Vice President, Region Manager
_____
Title (Position)

APPENDIX F – DEBARMENT CERTIFICATION

RFP#2026-003P
Professional Engineering Services for Watershed Projects

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Sean Wolfe, PG | Senior Vice President, Region Manager
Typed Name & Title of Authorized Representative

10/17/2025 Sean Wolfe
Date Signature of Authorized Representative

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-003P
Professional Engineering Services for Watershed Projects

STATE OF Texas)
) SS
COUNTY OF Harris County)

Sean Wolfe, PG , being first duly sworn, deposes and says:

That he/she is Senior Vice President, Region Manager of Cobb, Fendley & Associates, Inc.
who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

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

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

By: Sean Wolfe

SUBSCRIBED and sworn to before me this 15th day of October 2025.

Notary Public:

My commission expires: 12/20/2026

AMI ZANDRA OBOURN-GOUDIE
Notary Public, State of Texas
Comm. Expires 12-20-2026
Notary ID 130016481

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **COBB, FENDLEY & ASSOCIATES, INC.**

DBA: **COBBFENDLEY**
13430 NORTHWEST FWY STE 1100
HOUSTON, TX 77040-6153

Expires: **27-Dec-2025**

Certificate Number:

L0387987568

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2026-003P
On-Call Professional Engineering Services for Water and Sewer System Improvements

Firm: Cobb, Fendley & Associates, Inc. Date: 10/17/2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. N/A					
2.					
3.					
4.					
5.					
			Totals		

Table B-On-Call Contracts
Task Orders Issued for Contract RFP #2024-004P

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars) (Including NMGRT)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars) (Including NMGRT)	Total Remaining Balance of Tasked Out Work (in dollars)
1. Ruidoso Watershed Based Plan	06/12/2024		$371,500.50	75%	$276,512.30	$94,988.20
2. Storm Drain Asset Inventory	10/08/2024		$426,658.25	100%	$388,933.86	$37,724.39
3. Base Flood Elevation/Interim Floodplain Survey	10/24/2024		$290,128.58	100%	$145,078.06	$145,050.52
4. Rio Ruidoso Bridge Hydraulics	03/17/2025		$37,865.65	100%	$17,000.45	$20,865.20
5. Ruidoso FEMA Floodway Impacts	03/28/2025		$9,256.86	100%	$5,672.91	$3,583.95
6. Peak Canyon H&H	06/23/2024		$36,631.25	70%	$14,411.52	$22,219.73
		Totals	$1,172,041.09		$847,609.10	$324,431.99

F. Response to Specifications

10. PROJECT/CONTRACT LISTING FORM (APPENDIX I)

Notes:

1. If any award is not proceeding in contract negotiations, please indicate the status in the "Remarks" below.
2. Fees do not include reimbursable expenses, which include: travel, per diem, printing, telephone or reproduction cost.
3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).
4. Any Award of Contract that has not resulted in a written contract offer to the Offeror, within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.
5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

Task Order 1 - Watershed Based Plan: Continuing effort to complete the scope of work and incorporating feedback obtained from the partnering meeting held on September 23, 2025.

Task Order 2 - Storm Drain Asset Inventory: Work is complete and final deliverables has been provided.

Task Order 3 - Base Flood Elevation/Interim Floodplain Survey: Work is complete and final deliverables has been provided.

Task Order 4 - Rio Ruidoso Bridge Hydraulics: Analysis of proposed Rio Ruidoso replacement bridges completed and provided to Village for FEMA funding application.

Task Order 5 - FEMA Floodway Impacts: Quantification of structures within FEMA Floodway has been identified, cataloged, and provided to the Village. The final deliverables has been provided.

Task Order 6 - Perk Canyon H&H: H&H analysis of Perk Canyon for the establishment of mapped floodplain that is not currently shown on FEMA FIS map. The modeling work has been completed and project is currently undergoing final quality assurance review.

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP#2026-003P
Professional Engineering Services for Watershed Projects

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX G.

The acknowledgement of receipt shall be signed and returned to the Procurement Manager no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: Cobb, Fendley & Associates, Inc.

REPRESENTED BY: Brad Sumrall, PE

TITLE: Project Principal PHONE NO.: 505.389.4693

E-MAIL: bsumrall@cobbfendley.com FAX NO.: N/A

ADDRESS: 3820 Academy Parkway North NE

CITY: Albuquerque STATE: New Mexico ZIP CODE: 87109

SIGNATURE: Sean Wolfe DATE: 10/17/2025

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

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

Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 88345
E-mail: Purchasing@ruidoso-nm.gov

G. Other Supporting Material

COBBFENDLEY'S MUNICIPAL ENGINEERING BROCHURE

Please see the following pages for our firm's ***Municipal Engineering Services*** brochure to further highlight our local resources, expertise, and capabilities.

UNIQUE QUALIFICATIONS

CobbFendleys' qualifications that make us uniquely qualified to serve as your engineering consultant are:

- Office in New Mexico with personnel available to support projects locally.
- In-house expertise in drainage design, H&H, and watershed engineering.
- In-house geospatial services including GIS, surveying, LiDAR, and drone expertise.
- Project Manager with 19 years of experience with county and municipal projects in New Mexico.
- Experience with project funding and grant writing.
- Committed regional engineering firm, consisting of several New Mexico residents.
- Project Manager with proven experience on previous similar projects throughout New Mexico.
- Extensive experience working on local government projects backed by 200+ years of strong roadway, bridge, water, wastewater, and construction management expertise.

CobbFendley

MUNICIPAL ENGINEERING

Public Progress Partners

Infrastructure solutions to move you
from concept to completion.
www.cobbfendley.com

Progress Made Possible.

Cobb, Fendley & Associates, Inc. (CobbFendley) is a **nationally recognized infrastructure solutions firm** with a regional focus and a commitment to excellence. Since 1980, CobbFendley has been dedicated to the success of our projects, clients, and, most importantly, our people. We deliver comprehensive, tailored solutions for both public and private markets, leveraging the expertise of our multi-disciplinary team to guide infrastructure projects seamlessly from concept to completion. With **650 employees** operating across multiple states, we take pride in enhancing communities through innovative strategies and efficient, **client-centered services**.

MUNICIPAL ENGINEERING SERVICES

CobbFendley's civil engineers play a pivotal role in making a positive impact on the daily lives of community members. Our expertise lies in designing, constructing, maintaining, and enhancing public infrastructure, offering holistic solutions for public improvement projects.

CobbFendley treats each project as an opportunity to form a long-term partnership with our clients. Our goal is to extend the lifespan of infrastructure, reduce maintenance needs, and incorporate new technologies and materials to improve efficiency. Our team of experts combines their engineering skills with a deep understanding of the needs and goals of the communities we serve. We work collaboratively with local stakeholders to tailor our solutions to meet the unique needs of each area. Our capabilities include:

- **City Engineering Services**
- **Master Planning + CIP Development**
- **Support for Public Financing Initiatives**
- **Roadway Design, Maintenance + Rehabilitation**
- **Pedestrian + Bicycle Facility Design**
- **Traffic Analysis + Design**
- **Hydraulics + Hydrology**
- **Storm Sewer + Drainage System Design**
- **MS4 Permitting**
- **Detention + Water Quality Design**
- **Water Storage, Supply, + Distribution**
- **Wastewater Collection + Treatment + Permitting**

Contact Us

BRAD SUMRALL, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

CHRIS ALMY, PE
Project Manager
calmy@cobbfendley.com
505.389.4705

TOP 500 DESIGN FIRMS 2025
RANKED #176
ENGINEERING NEWS-RECORD

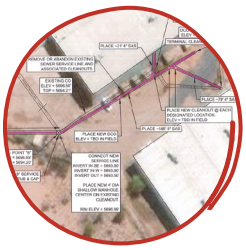
MUNICIPAL ENGINEERING EXPERIENCE

DRAINAGE BASIN IMPROVEMENTS |
Alamogordo, New Mexico
Design and surveying services to reestablish the design volume of two existing large detention ponds. Designed and developed construction plans, technical specifications, and opinion of probable construction costs.

EAGLE NEST LAKE STATE PARK CAMPGROUND IMPROVEMENTS |
Colfax County, New Mexico
Design and surveying services to improve State Park facilities, including a comfort station facility, new electrical service, wastewater systems, water supply systems, and associated permitting.

WESTSIDE BOULEVARD DECELERATION LANE |
Rio Rancho, New Mexico
Design of deceleration lane for this major arterial, including the removal of existing curb and gutter, relocation of landscaping, and construction of new curb and gutter and asphalt paving.

CABEZON SITE DEVELOPMENT | *Rio Rancho, New Mexico*
Site development services to support a 126-unit multi-family residential development, including drainage, transportation access from a principal arterial, and water and sewer system design.



SANITARY SEWER REHABILITATION |
Laguna Pueblo, New Mexico
Design for the emergency replacement of sewer service line to reconnect three buildings at Laguna Pueblo to the main line. The design was adapted with limited site survey data and no records of the failed line that required replacement.

ALAMEDA DRAIN MULTI-USE TRAIL, PHASE 4 + 6 |
Bernalillo County, New Mexico
Hydraulic and hydrologic analysis, design of water quality structures, surveying, and SUE services for this multi-use trail project aimed at facilitating walking, biking, and equestrian use.

PINE ROADS DRAINAGE IMPROVEMENTS |
Rio Rancho, New Mexico
Design of a sediment retention facility to prevent sediment accumulations within an existing 84-inch storm drain. Included an equipment accessible facility and replaced the existing pipe.

Project Portfolio

Scan to explore our full portfolio of projects by Market, Discipline and Location.

APPLIED TECHNOLOGY
ADVANCED SOFTWARE + EQUIPMENT

Integrated Infrastructure Expertise.

Since our founding in 1980, CobbFendley has evolved into a versatile infrastructure solutions provider, offering a range of integrated services. Our work history was built on private utility relocations and has expanded to include fundamental and specialized services needed to complete the most innovative projects. Our team collaborates with each other, our clients, and stakeholders to see projects through – from concept to completion.

DISCIPLINES

- Construction Management
- Oil + Gas Pipeline
- Telecommunications
- Development
- Power Delivery
- **Transportation**
- Geospatial
- Right-of-Way
- **Utility Coordination**
- Hydraulics + Hydrology
- Structural
- Municipal Engineering
- Subsurface Utility Engineering

We take pride in our ability to combine technical design excellence with responsiveness and a strong project management approach. Our proven process—rooted in rigorous management practices, ethical standards, and decades of experience—delivers the best outcomes for our clients and their communities.

NEW MEXICO

3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
505.508.0786

ARIZONA

1131 W. Warner Road, Suite 111
Tempe, Arizona 85284
480.307.6923

NATIONALLY RECOGNIZED
WITH A REGIONAL FOCUS

CobbFendley

www.cobbfendley.com

Cost Proposal

Village of Ruidoso

Professional Engineering Services for Watershed Projects
RFP #2026-003P

ORIGINAL

October 17, 2025 | 3:00 PM

Point of Contact:
Brad Sumrall, PE
Project Principal
bsumrall@cobbfendley.com
505.389.4693

Cobb, Fendley & Associates, Inc.
3820 Academy Parkway North NE
Albuquerque, New Mexico 87109
www.cobbfendley.com

CobbFendley

CobbFendley 2025 Standard Rate Schedule

CobbFendley

2025 Standard Rate Schedule

Principal	$360.00/HR
Senior Engineer V or Project Manager VI	$357.00/HR
Senior Engineer IV or Project Manager V	$340.00/HR
Senior Engineer III or Project Manager IV	$320.00/HR
Senior Engineer II or Project Manager III	$300.00/HR
Senior Engineer I or Project Manager II	$260.00/HR
Engineer III or Project Manager I	$215.00/HR
Engineer II	$195.00/HR
Engineer I	$165.00/HR
Graduate Engineer II	$152.00/HR
Graduate Engineer	$140.00/HR
Sr. Coordinator (Project, Utility)	$180.00/HR
Coordinator II (Project, Utility)	$150.00/HR
Coordinator I (Project, Utility)	$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$180.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$154.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$136.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$121.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$91.00/HR
Licensed State Land Surveyor	$303.00/HR
Senior Registered Professional Land Surveyor II	$306.00/HR
Senior Registered Professional Land Surveyor	$275.00/HR
Registered Professional Land Surveyor II	$247.00/HR
Registered Professional Land Surveyor	$215.00/HR
Project Surveyor	$198.00/HR
Certified Photogrammetrist	$205.00/HR
3 Person Survey Crew	$240.00/HR
2 Person Survey Crew	$190.00/HR
1 Person Survey Crew	$140.00/HR
Construction Manager III	$350.00/HR
Construction Manager II	$281.00/HR
Construction Manager I	$219.00/HR
Construction Observer III	$195.00/HR
Construction Observer II	$165.00/HR
Construction Observer I	$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$300.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$260.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$215.00/HR
Right-of-Way Agent III	$210.00/HR

(Continued)

CobbFendley 2025 Standard Rate Schedule

Right-of-Way Attorney	$205.00/HR
Right-of-Way Agent II	$180.00/HR
Right-of-Way Agent I	$140.00/HR
Right-of-Way Technician	$125.00/HR
Administrative	$135.00/HR
Clerical	$105.00/HR
Field Data Device	$40.00/HR/unit

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	$262/HR
One-Man Designating Crew (4-Hour Minimum)	$146/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$370/HR
Terrestrial Scanner (excluding labor) (4-hr Min)	$200/HR
Mobile LiDAR (excluding labor)	$8,500/day
Helicopter	$2,750/HR
UTV and Trailer (excluding labor)	$200/day
Dump Trailer	$75/day
Boat w/ motor	$1,250/day
Ground Penetrating Radar (Equipment only)	$300/day
Traffic Control Officer	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation, Location & Traffic Control Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
RUIDOSO, NM, 88345
575-258-4343

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR RFP#2026-003P Professional Engineering Services for Watershed Projects

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Souder, Miller & Associates, hereinafter referred to as the "Consultant" 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: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows Drive
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Souder, Miller & Associates
Paul Pompeo, P.E.
ATTN: Vice President
Street: 3500 Sedona Hills Parkway City,
State, Zip: Las Cruces, NM 88011
Phone: 575-449-2836
Email: paul.pompeo@soudermiller.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq*. the Consultant 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 Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the **RFP#2026-003P Professional Engineering Services for Watershed Projects** and the Consultant'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 AM to 5:00 PM Local Time.

B. "Procuring Agency" means any state agency or local 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.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the Villageof Ruidoso.

2. Scope of Work.

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation.

A. Compensation Schedule. The Procuring Agency shall pay the Consultant 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 Consultant under this Agreement shall equal the amount stated herein. The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant 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 Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant 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 a date WILL NOT BE PAID.

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall

require all Sub-Consultants 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 November 10, 2025 through November 9, 2026, 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 Consultant 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 Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant 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. Consultant'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 Consultant 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 Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant 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 Consultant'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 Consultant 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 CONSULTANT'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 Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant 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 Consultant.

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Consultant 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 Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the Village of Ruidoso unless the Consultant 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 Consultant 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 Consultant 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 Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant 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 Consultant is not a public officer or employee of the Village; (ii) the Consultant is not a member of the family of a public officer or employee of the Village; (iii) the Consultant 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 Consultant 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 Consultant 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 Consultant 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 (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant 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 Consultant 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 Consultant 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. Consultant'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. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant'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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant 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,

Consultant 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 Consultant 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 Consultant certifies the Consultant 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 Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant 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.

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant 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. New Mexico Employees Health Coverage.

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed $250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

24. Employee Pay Equity Reporting.

Consultant 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 PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant 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, Consultant 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 Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant 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. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-

Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90 days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant 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 Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant 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 Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Consultant 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 Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant 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 Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant 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.

26. 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 Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the Village due to the Consultant's default. The Consultant 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 Consultant; 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 Sub-Consultants due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant 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.

27. Assignment.

The Consultant 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.

28. Subcontracting.

The Consultant 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 Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

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

30. Commercial Warranty.

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. 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.

32. 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.

33. Confidentiality.

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant 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 Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel.

A. Key Personnel. Consultant'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:

Paul Pompeo, P.E. Vice President

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualifications 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 Consultant's personnel assigned to the Project is reduced for any reason, Consultant 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 Consultant 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 Consultant 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 Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. 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 Consultant's best and final offer; and (3) the Consultant'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 Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. 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 Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services.

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

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

B. The Consultant 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 Consultant 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.

C. 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 Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant 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 Consultant 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.

F. If the Consultant 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 Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. <u>Contract Provisions</u>

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. See 2 C.F.R. Part 200, Appendix II (A)

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (Professional Services Agreement, Item 5. Termination).

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. NFE contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874201 and 40 U.S.C. § 3145202), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). This requirement applies only in situations where the Davis-Bacon Act also applies. In situations where language for compliance with the Davis-Bacon Act is not required to be included, neither is language for compliance with the Copeland Anti-Kickback Act.

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.

I. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller Generalof the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the finalpayment of federal funds. Financial and administrative records for all projects that receivedstate funding shall be retained for a minimum period of six (6) years following the receipt ofthe final payment of state funds. During the period of record retention, the sub-grant may beaudited, and the applicant agrees to make their records available to auditors upon request from DHSEM.

L. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and ConservationAct (Pub. L. 94–163, 89 Stat. 871).

N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

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 CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance.

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

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

B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars ($1,000,000.00) coverage.

C. Consultant 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 Consultant. Such a 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.

40. 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:

Lynn D. Crawford, Mayor

Date:_____

Souder, Miller & Associates.

Paul Pompeo, P.E. Vice President

Date:_____

ATTEST: _____
Jini S. Turri, Village Clerk

APPENDIX E – DETAILED SCOPE OF WORK

RFP#2026-003P
Professional Engineering Services for Watershed Projects

The Village of Ruidoso is seeking professional services to restore or enhance wetlands, streams, and riparian areas; implement storm water management, drainage improvements and infiltration techniques; improve aesthetics; and increase recreational opportunities in the Village of Ruidoso. Applicants must be a Professional Engineer licensed in the State of New Mexico with the capabilities and experience in watershed restoration planning, design, and construction oversight. Certification as a Flood Plain Manager with the NM Association of Floodplain Mangers and experience with utilizing Natural Resources Conservation Service (NRCS) design standards as a Technical Service Provider is preferred. The Engineering firm selected through this RFP process will be responsible for planning, designing, surveying, bidding, and construction phase services for:

- wetland/stream/riparian improvements
- fish habitat structures
- erosion control structures (e.g., Zuni bowls and rock rundowns)
- infiltration structures such as bioretention basins and infiltration trenches
- xeriscaping and native plant landscaping
- recreational and educational trails and other amenities
- River gradient control structures and other engineered river structures to protect assets and other flood mitigation improvements
- Watershed improvements to reduce surface water impairment and/or eliminate impairment
- Disaster assessment, repairs, and mitigation through NRCS Emergency Watershed Protection Program, NM Department of Homeland Security and Emergency Management (NM DHSEM), and Federal Emergency Management Agency.
- all other associated project requirements.

Furthermore, the Engineering firm will be utilized in other projects to conduct reviews and provide professional opinions of site plans, construction plans, and projects that have impacts to drainage, surface waters, and wetlands and provide recommendation to mitigate impacts or improve the designs. The Engineering firm will also need to provide GIS shapefiles in the Village of Ruidoso's preferred datum for an structure that is put in.

Projects will be within Village of Ruidoso municipal limits, Village of Ruidoso owned properties outside of municipal limits, and Eagle Creek drainage. The engineer is expected to acquire or complete any necessary permitting, clearance, easements, environmental and cultural assessments, etc. Not all projects will be fully funded, and the engineer may be asked to assist with grant opportunities. All project work will be assigned to consultant(s) through Task Orders.

Professional Engineering Services for Watershed Projects

Village of Ruidoso

RFP #2026-003P | October 17, 2025 - 3:00 PM

Electronic Copy

Submitted by:
Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985
Stronger Communities by Design®
www.soudermiller.com

Tab A. Signed Letter of Transmittal

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#2026-003P Professional Engineering Services for Watershed Projects

Offeror Name: Souder, Miller & Associates **FEIN#** 85-0336964

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

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

Souder, Miller & Associates
3500 Sedona Hills Parkway
Las Cruces, NM 88011

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

Name Paul Pompeo, P.E.
Title Vice President
E-Mail Address paul.pompeo@soudermiller.com
Telephone Number 575.449.2836

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

Name Paul Pompeo, P.E.
Title Vice President
E-Mail Address paul.pompeo@soudermiller.com
Telephone Number 575.449.2836

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

Name Ray Smith, P.E.
Title Senior Engineer / Regional Civil Tech Sector Directo
E-Mail Address raymond.smith@soudermiller.com
Telephone Number 505.263.1275

5. Use of Sub-Consultants (Select one)

____ No Sub-Consultants will be used in the performance of any resultant contract OR

✓ The following Sub-Consultants will be used in the performance of any resultant contract:

GeoSystems Analysis, Inc.

(Attach extra sheets, as needed)

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

(Attach extra sheets, as needed)

7. ✓ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.

✓ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

✓ I acknowledge receipt of any and all amendments to this RFP.

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

October 17, 2025
Date

Tab B. Table of Contents

B. Table of Contents

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Project/Contract Listing Form
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Tab C. Proposal Summary

C. Proposal Summary

This proposal has been prepared by SMA in accordance with the Village of Ruidoso RFP #2026-003P for Professional Engineering Services for Watershed Projects, issued September 25, 2025. Through our review of the RFP, and through our close working relationship with the Village on multiple projects in recent years, we understand the Village's need for restoring or enhancing wetlands, streams, and riparian areas; implementing stormwater management, drainage improvements, and infiltrations techniques; improving aesthetics; and increasing recreational opportunities. With our experience on the projects outlined in Tab F of this proposal submittal, SMA has first-hand knowledge of the conditions facing the Village, and we have completed many similar projects for clients throughout the state.

SMA appreciates this opportunity to propose to the Village to provide professional engineering services in support of the anticipated on-call contract. Our project team will be led by Ray Smith, P.E., who has extensive experience in drainage engineering for projects throughout the state. Our Client Manager, Marty Howell, P.E., is the same Senior Engineer and Project Manager who is presently leading SMA's efforts for the Village's projects noted in Tab F of this proposal submittal. Our proposed team also includes staff who have worked on these and several other Village infrastructure projects.

SMA is an incorporated, New Mexico-based, employee-owned consulting firm serving clients throughout the state and the entire Mountain West region since 1985. SMA takes great pride in being known for providing professional engineering, environmental, and geomatics services to communities throughout New Mexico. SMA has provided project management, design, construction phase services, planning services, funding assistance, and emergency infrastructure consulting services to numerous municipal clients throughout New Mexico for nearly four decades.

With more than 190 employees throughout 12 offices, SMA has the resources to support the proposed team to perform the anticipated planning, design, environmental, surveying, and construction services. Our past and current success is based on understanding the concerns, challenges, restrictions, requirements, and funding constraints faced by rural communities. We listen to our clients and work with them to develop solutions to their unique infrastructure needs.

SMA's experience with projects overseen and/or funded by the funding sources noted in the RFP will allow us to expedite the process to successfully complete the Village's projects in the desired timeframe and access project payment from the respective agencies with no delays.

Tab D. Offeror's Response to Contract Terms & Conditions

D. Offeror's Response to Contract Terms and Conditions

SMA accepts all terms and conditions set forth in the RFP and the sample contract.

Tab E. Offeror's Additional Terms & Conditions (N/A)

E. Offeror's Additional Terms and Conditions (N/A)

SMA does not have any additional terms or conditions.

Tab F. Response to Specifications

1. Organizational Experience

1. Organizational Experience

Relevant Corporate Experience

SMA successfully provides professional engineering, environmental, and geomatics services to utility clients throughout New Mexico, including current and past projects for the Village. Emphasizing close working relationships and frequent interaction allows us to provide the highest quality product tailored to our client's needs while closely managing project costs and timelines.

SMA was established in 1985 and has grown to become an employee-owned, 190-person civil engineering, water resources, environmental, and geomatics consulting firm dedicated to serving clients throughout the Mountain West. SMA has six offices in New Mexico, as well as branch offices in surrounding states. Each year, our staff assists New Mexico communities with projects to address a variety of concerns, all of which aim to create the greatest benefit to each community.

The SMA team is structured to provide the Village with the highest quality services using experienced professionals all coordinated from SMA's Las Cruces office, which has proven to serve the needs of the Village of Ruidoso on several current and past projects. SMA began expanding into southern New Mexico in 1995 with our Las Cruces office and has since opened additional offices to serve our southern New Mexico clients.

SMA has successfully completed a variety of projects throughout the state utilizing funding from and/or adhering to regulations and design specifications for the Federal Emergency Management Agency (FEMA), Natural Resources Conservation Service (NRCS), and New Mexico Department of Homeland Security and Emergency Management (NM DHSEM).

SMA has 40 years of specific experience and technical expertise pertinent to the services requested by Village of Ruidoso and has worked with numerous state, federal, municipal, tribal, and private clients on projects throughout the region, including current and past projects for the Village. SMA has successfully performed professional engineering and consulting services on numerous infrastructure projects utilizing multiple disciplines both as basic services and on an as-needed task order basis.

Our staff has provided services similar to those anticipated for the Village of Ruidoso to clients throughout New Mexico including but not limited to:

- City of Carlsbad
- City of Española
- City of Las Cruces
- City of Las Vegas
- City of Santa Fe
- Town of Mesilla
- Mescalero Apache Tribe
- Pueblo of Tesuque
- Curry County
- Eddy County
- Grant County
- San Juan County
- Albuquerque Bernalillo County Water Utility Authority
- Cedar Creek Mutual Domestic Water Consumers Association
- Enchanted Forest Mutual Domestic Water Consumers Association
- New Mexico Institute of Mining and Technology

Proposed Project Services

Wetland/Stream/Riparian Improvements

SMA has provided planning, design, and construction phase services for many project sites traversing rivers and streams, wooded areas, wetlands, and riparian environments. These projects have included recreational trails whose development have required a wide range of SMA's services, including but not limited to biological evaluations, wetlands evaluations, surveying & mapping, and engineering design of drainage areas, erosion and flood control structures, and retaining walls. Our project team is adept at navigating the requirements of FEMA permitting and funding, US Army Corps of Engineers (USACE) Nation Wide Permit (NWP) permitting, NRCS design standards and funding, Clean Water Act (CWA) requirements, and National Pollutant Discharge Elimination System (NPDES) requirements.

The SMA team is experienced with the Natural Resources Conservation Service (NRCS) design standards and has completed a number of past projects adhering to these standards.

Erosion Control Structures, Infiltration Structures, and Grade Control Structures

SMA has been involved in the planning, design, and construction of improvements for both natural and manmade drainageways arroyos for over 20 years. SMA has the capability to model the watershed through HEC-HMS, HEC-RAS, and GeoHECRAS and perform hydraulic analysis and design in accordance with the HEC Manuals for hydraulic design. Some examples of arroyo and/or river improvements include the City of Rio Rancho, Village of Corrales, City of Albuquerque, AMAFCA, City of Carlsbad, City of Santa Fe, Tesuque Pueblo, and Santa Clara Pueblo.

Below are two examples of projects, which included hydrologic and hydraulic analysis and modeling as well as construction of both grade control and bank stabilization structures.

Santa Fe River Improvements

The Bishops Garden Diversion Structure dates back to the late 1800's, when it served to hold the grade for the irrigation diversion (acequia) to Bishop Lamy's garden, near the cathedral of Santa Fe. The rock work in this area and for substantial reaches upstream and downstream is on the National Register of Historic Properties. The rock work was modified by the Civilian Conservation Corps (WPA) back in the 1930's. The structure now serves an important function of preventing down-cutting of the river bed in the core of the City's historic downtown district.

Grade Control Structure - Before

The structure was in imminent threat of failure due to scour below the structure and failure of previous repair attempts. The repair placed grouted stonework underneath the historic boulders. The grouted stones began to separate from the boulders above, thus pulling the foundation out from under it. The large grade differential created a scour condition that exacerbated the situation and led to the threat of imminent failure.

Grade Control Structure - After

The solution was the construction of two grade control structures in series in order to stabilize the existing structure and adjacent stone walls, bring the river back up to a stable grade and prevent future erosion downstream. The design of the new structures was based on the City's Santa Fe River Corridor Master Plan and Drop Structure Design Guidelines. The conceptual design was created and then refined using hydraulic models to verify hydraulic performance, ensure that there would not be an adverse impact to the existing FEMA flood plain and adjacent historic stonework.

This project won an ***ACEC Engineering Excellence Honorable Mention Award*** for the small projects category.

Buffalo Thunder Resort and Casino Arroyo Improvements

The Buffalo Thunder Resort and Casino has an arroyo that runs between the south parking lot and golf course. This arroyo meanders and has extensive erosion and scour problems during large storm events.

In April 2014 SMA was asked to prepare an evaluation and estimate to justify FEMA funding for repairs and mitigation to the arroyo to repair erosion damage and prevent future problems.

One of 11 Grade Control Structures

SMA initially prepared a drainage study under a separate contract, to identify the peak flow rates in the arroyo. SMA then provided a detailed topographic survey and field visit to map the existing conditions. SMA modeled the arroyo in HEC-RAS software; first creating an existing conditions model, and then designing 11 grade control structures to stabilize the arroyo and a gabion wall to protect electric transformers.

Arroyo Banks - Before

SMA also provided assistance with obtaining USACE Clean Water Act, Section 404 permitting. SMA completed the design within the required time frame and helped BTR obtain price quotes from contractors. SMA provided limited construction phase support to respond to RFI's and attend construction meetings.

Arroyo Banks - After

Disaster Assessment, Repairs, and Mitigation

SMA has assisted multiple municipalities in the state with post disaster recovery, including initial damage assessments, filling out project worksheets, designing repairs and improvements, preparing mitigation proposals for additional projects, putting projects out to bid, managing construction, and project closeout documentation with FEMA. These include the Cities of Las Vegas, Rio Rancho, Santa Fe, and Santa Clara Pueblo. Below is one example from the City of Las Vegas disaster recovery in 2013.

The City of Las Vegas experienced severe flooding in the Gallinas River in 2013. SMA responded to the City's request for assistance while the flooding was still impacting the downtown area. SMA performed an assessment of damages to critical drinking water infrastructure and assisted the City with preparation of the FEMA project worksheets so that the design of repairs could begin immediately. SMA prepared the design plans for repairs to:

- Site 1-Raw Water Diversion Structure in the Gallinas River,
- Site 2-Raw Water Pipe Bridge over the Gallinas River,
- Site 4-Peterson Reservoir Access Road,
- Site 5-Valencia Street Pedestrian Bridge,
- Site 6-Wastewater Treatment Plan Access Road,
- Site 7-Skating Pond Dredging,
- Site 8-Pre-sedimentation Basin Dredging

Diversion Structure - Before

Diversion Structure - After

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SMA coordinated with FEMA to provide information needed so that these projects could be approved for funding; assisted with the bidding phase; provided construction oversight and provided the closeout package to FEMA so that the City could get reimbursed.

Recreational and Educational Trails

SMA has been involved in the planning and design of recreational trails all over the state of New Mexico. In conjunction with Sites Southwest Landscape Architects (SSW), SMA has handled the surveying, civil design, bidding and construction, while SSW has handled the planning, public involvement, landscaping, wayfinding and other park like amenities. SMA is currently involved in the following trail projects.

- Carrizo Walking Path – Mescalero Apache Tribe
- La Llorona Trail Extension – Town of Mesilla
- Edgewood 7 Trail – Town of Edgewood
- Animas River Trail - Among the Waters Trail Extension and North Trail Extension – City of Farmington
- Acequia Trail – City of Santa Fe
- Lower Animas Valley Recreational Trail – San Juan County
- Walking, Jogging, Biking, and Recreational Trails Project – City of Las Cruces
- Juan Tabo Trail – City of Albuquerque
- Bear Canyon Arroyo Trail – City of Albuquerque
- Arroyo de los Chamisos Trail Extension – City of Santa Fe
- Santa Fe Rail Trail Extensions – City of Santa Fe
- Canyon Rim Trail – Los Alamos County
- Gonzales Pedestrian Trail – City of Santa Fe

Funding Acquisition and Management Assistance

SMA is highly experienced at identifying, obtaining, and managing the necessary funds to transition our clients' needs to a completed project. Our staff successfully secure an average of more than $10 million per year in total project funding (primarily grants) for our valued clients.

SMA staff members successfully secure an average of more than $10 million per year in total project funding (primarily grants) for our valued clients. Our project team has successfully completed planning, design, and/or construction phase services on infrastructure projects utilizing funding from more than 30 local, state, and federal sources.

SMA also works with our clients to identify, plan, and prioritize projects for the New Mexico Department of Finance & Administration (DFA) Infrastructure Capital Improvement Plan (ICIP). This planning process is often a requirement for eligibility for various funding sources. SMA has successfully completed planning, design, and/or construction phase services on projects utilizing funding from more than 30 local, state, and federal sources.

Planning

SMA has significant knowledge of the Village of Ruidoso, its staff, and its past planning activities. Over the past few years, SMA has assisted the Village with the development of several infrastructure planning projects, most recently being the Water Master Plan and Solid Waste Master Plan that both also contained detailed asset management components.

Our team members have extensive experience in planning activities, both for individual project tasks and in master planning reports for infrastructure, transportation and traffic, community facilities, and present and future land use for a variety of municipal clients. SMA develops many types of infrastructure planning documents, including but not limited to:

- Preliminary Engineering Reports (PER)
- Comprehensive Plans
- Asset Management Plans (AMP)
- Water Conservation Plans
- GPCD Analysis and AWWA Water Audits

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- Drought Contingency and Emergency Response Plans
- Route and Alignment Studies
- Feasibility Studies
- Utility Master Plans
- Drainage Master Plans
- Sustainability Plans
- Capital Improvement Plans
- Project Scoping Reports

SMA has broad experience in planning and studies for new infrastructure and existing infrastructure upgrades and has completed numerous design, construction administration, and construction oversight projects, including engineering and design studies. The evaluation of each project considers multiple factors, including, but not limited to, location, planned growth, ease of operation and maintenance (as applicable), potable water quality, sewer requirements, regulatory requirements, constructability, hydrogeology, costs, funding, administration, and public opinions

Design Services

Our project team has substantial experience in engineering design for watershed improvements, drainage site development, water and wastewater improvements, roadways, and structures. In addition to specific past experience with similar projects of this type, we are familiar with the Ruidoso area, that provides our project team with advanced knowledge of project logistics.

SMA's project team has completed numerous drainage analyses and drainage designs to support infrastructure improvement projects. In addition to site expansion studies, SMA has completed drainage master plans and drainage development planning documents throughout the region.

Our completed drainage assessments throughout the state have provided our drainage team the diversity to provide storm management systems for any drainage-related projects throughout New Mexico.

Combined with in-house surveying and GIS resources, SMA is capable of providing drainage detention analysis and facilities design and developing construction documents for the installation of drainage mitigation solutions such as storm drains, open channels, outfall structures, and erosion control and best management practices (BMPs) to meet Storm Water Pollution Prevention Plan (SWPPP) permitting requirements. SMA's team is also well-versed in the development of NPDES related construction documents, including Temporary Erosion and Sediment Control plans, Sediment Management plans, and SWPPPs.

SMA has completed many substantial roadway and recreational trail projects throughout New Mexico and surrounding states, including parking lot and driveway design for a variety of structures and commercial development sites. SMA provides data collection, design, stormwater calculations, environmental support, bidding, construction staking, construction observation, project management and development of as-constructed record diagrams.

Surveying Services

SMA has field crews and equipment resources to complete any surveying that may be required to complete the Village's anticipated projects. Surveying projects have included easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA surveys; photogrammetric mapping; route surveying for electrical lines; construction surveys; aerial drone; and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS).

Additionally, SMA utilizes multiple unmanned aerial vehicles (UAV aka "drone") with high-pixel cameras for site specific mapping applications.

Environmental Services

Infrastructure improvement projects sometimes require environmental documentation as a condition of funding and regulatory agencies. SMA has conducted archaeological, threatened/endangered species studies, and Environmental Assessments (EA) compliant with National Environmental Policy Act (NEPA) requirements for many municipal and rural utility clients in southern New Mexico, ***including several clients throughout Lincoln County, particularly at sites in the Sierra Blanca Mountains, and have an advanced knowledge of the area.*** SMA has also completed categorical exclusion checklists for Community Development Block Grant (CDBG), Economic Development Administration (EDA), and Drinking Water Revolving Loan Fund (DWRLF) requirements.

Bid and Construction Phase Services

As part of the design services provided, SMA can prepare all contract and bidding documents, including plans and specifications. SMA can manage the entire bidding process including advertisement for bids, bid opening, contractor evaluation, bid tabulation, recommendation of contract award, review of bonding and insurance, notice of award, construction contract processing and notice to proceed. SMA will hold a pre-construction meeting with the selected construction contractor(s) to review construction protocol and coordination between contractors to assure compliance with the design documents, NMED and County regulations, and the Construction Quality Assurance (CQA) procedures developed for the project.

SMA provides complete construction management services, including inspections, for a variety of infrastructure improvements projects. SMA prepares construction certification reports and quality assurance reports for infrastructure projects that meet all funding and regulatory agency requirements. SMA also provides full-time and part-time construction observation for our clients. Beyond customary inspection tasks such as verification of materials, quantities, construction techniques and compliance with bid specifications, SMA also has the availability of several in-house survey crews to provide verification of grades, limits of construction and slopes should the need arise. Construction inspection services often also involve close involvement with funding agencies for completion of pay requests and closeout documentation.

SMA has 40 years of experience in construction observation for infrastructure improvements in New Mexico. With multiple construction observers, our resources allow for thorough monitoring of any size project, including multiple sites concurrently.

SMA provides support services from the pre-construction meeting, through the final walkthrough and the one-year warranty meeting. As required for each project and the project funding agency, SMA's observation personnel are OSHA safety trained and PPE equipped. Our construction observation staff prepares detailed daily reports that are available to the project engineer and client. SMA's project engineer monitors progress pay applications, information requests and issues review and approval of all project submittals.

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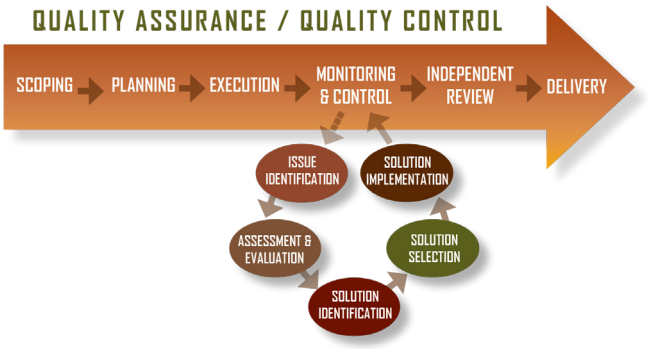
Upon project completion, SMA provides funding agency closeout documents, operation and maintenance manuals (if required), reconciliation of funding and construction payments and engineering completion certifications.

Specialized Services and Best Practices

Quality Assurance/Quality Control (QA/QC)

SMA provides high quality services in a timely and cost-effective manner, through effective planning, control of operations, management, and oversight along with continual process improvement. Our Quality Assurance/ Quality Control (QA/QC) Policies & Procedures stipulate the process for embedding and documenting quality reviews and checks and balances into each project's life cycle, irrespective of the technical discipline or location where the work is being completed. Individuals responsible for QA/QC reviews and activities are identified and documented in the planning stage of a project.

Project deliverables are independently reviewed by senior and project level staff other than the author during the development process and before being delivered to the client. All project deliverables receive review and verification during development at all milestone submittals.



All members of the project team have the authority and responsibility to identify quality problems and to initiate, recommend, provide, and verify the necessary solutions. Records of QA/QC activities are documented, stored, and audited on a regular basis ensuring projects follow the requisite procedures. A corrective action plan is implemented if non-conformities with the QA/QC Policy & Procedures are identified. SMA project managers maintain control of product quality while providing successful, on time, cost-effective services to our clients through this ongoing, real-time approach.

Value Engineering

Value engineering is an integral part of SMA's project development process. Our project engineers recognize that resources may be limited and therefore take into consideration the availability of funding, time and materials without compromising the quality of the design – in other words, achieving the essential design goals at the lowest life cycle cost. As an example of SMA's involvement in value engineering, evaluating the life cycle costs of design alternatives is a required activity for state and federally funded projects. Therefore, SMA project teams are well versed in developing and evaluating alternatives in PERs, Master Plans, and other planning documents.

Public Involvement Experience

SMA staff routinely coordinates the public involvement process for our clients' infrastructure improvements projects, which is frequently mandated by funding agency and/or regulatory agency requirements. The ultimate goal of our approach is to create opportunities for the public to effectively participate in the process, to ensure that all stakeholders have an opportunity to learn about the project, and that issues and concerns can be addressed through this process. SMA prepares a Public Involvement Plan (PIP) consistent with Context-Sensitive Solution methods and practices to identify strategies for working with the communities and stakeholders. The PIP provides background context and information on local values, and it identifies the design approach, potential project issues, and various stakeholders. Stakeholders may include local, County, and State agencies, as well as adjacent property owners and local community members.

Geographic Information Systems (GIS)

SMA has GIS capabilities and trained staff to support GIS data development, conversion, and mapping requests that may arise from this contract. Our GIS staff is well versed in ArcGIS and AutoDesk Civil 3D and coordinates very closely with the client, surveyors, and engineers to ensure that the data development and conversion tasks meet the required data standards. SMA is proficient in the development, integration, and analysis of project data. We are experienced at the interoperability between CAD and GIS data. Our highly qualified technical staff routinely provide CAD and GIS deliverables, surface models, plan sets, as-builts, wallmaps, map-books, and even client data portals upon project completion.

We are experienced in adapting to our clients' CAD and GIS Standards (if applicable) or we use our own. We have an established quality control process and routinely check and re-check our work. We also cross-reference our digital data to recorded documents to ensure quality products.

Drone Aerial Photography and Data Collection

SMA maintains both fixed-wing and rotary small unmanned aerial vehicles (sUAVs aka "drones") with high-pixel cameras for site-specific surveying and mapping applications. The sUAVs are operated by FAA-licensed pilots that capture the aerial photos that are then processed using specialized photogrammetry and GIS software.

SMA's team members have recently utilized drone aerial footage collection to evaluate fire- and flood-damaged infrastructure for nearby clients in the Sierra Blanca Mountains.

Similar Projects Completed within the Last Five Years

SMA has provided professional consulting services comprised of the Village's requested services on ***more than 75 projects*** for public and private clients in the last five years. Similar to the Village's anticipated projects, these projects have required SMA's multidisciplinary approach and have utilized multiple professional service types to achieve each client's goals.

Subconsultants

SMA is including GeoSystems Analysis, Inc. (GSA) for assistance with river and watershed restoration. GSA has specialized in water resource issues in semi-arid and arid climates since 1994. They are incorporated in Arizona, with offices in Albuquerque, New Mexico; Tucson, Arizona; and Hood River, Oregon. GSA's expertise centers on surface and groundwater water investigations; managed aquifer recharge; assessing, monitoring, and modeling surface water, vadose zone and groundwater systems; characterizing, modeling, and developing groundwater and surface water resources; and developing comprehensive watershed monitoring, planning, and management strategies.

GSA's clients include water resources agencies across the southwestern U.S. including the New Mexico Interstate Stream Commission (NMISC), the U.S. Army Corps of Engineers (USACE), the U.S. Bureau of Reclamation (USBR), the U.S. Fish and Wildlife Service (USFWS), various counties, cities and state agencies in Arizona, California, and Oregon, and the International Boundary and Water Commission (IBWC).

Past Relevant Projects

Arroyo Chamiso / Nava Ade Flood Control Levee Improvements, Santa Fe, NM

Contact: Melissa McDonald, Parks and Open Space Division Director; 505.955.6840; mamcdonald@santafenm.gov

In 2019 Santa Fe experienced a 1000-year storm event, which caused significant flooding in various parts of the City. The Arroyo Chamiso overtopped its banks and flooded several homes in the Nava Ade subdivision. The City asked SMA to prepare a study of the existing conditions in the arroyo and provide recommendations for flood mitigation.

SMA used the FEMA FIS HEC-RAS model for the arroyo and modified it to model the flood event and the proposed levee. The study model duplicated the flood event very closely, so it was determined to be accurate enough for design. SMA provided the Arroyo Chamiso Nava Ade Drainage Improvements Existing Conditions Summary report, dated April 2020, which provided the City and the USACE with the modeling needed for both a USACE 404 permit as well as the LOMR-F for updating FEMA flood mapping.

Completed Levee

SMA then prepared the drainage improvement plans to construct the levee, assisted with bidding and provided construction oversight. Construction of the levee was completed in 2021.

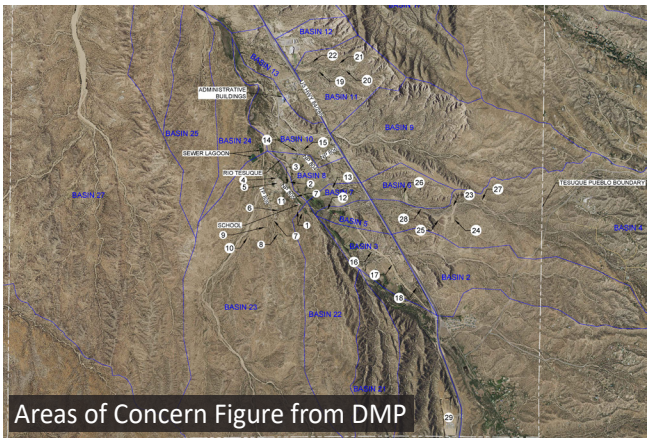
The project was completed under budget and on time. Please contact our listed reference for specifics about our quality of work.

Tesuque Pueblo Drainage Master Plan, Tesuque Pueblo, NM

Contact: Debra Griego, General Services Division Director; 505.819.9073

The Pueblo, throughout its history, has experienced repeated cycles of flooding. The aging infrastructure of the storm water conveyance and flood control structures have been ineffective at preventing repeated flooding and heavy sediment movement. SMA was retained by the Pueblo of Tesuque in 2017 to develop a Drainage Master Plan (DMP) to facilitate and guide the development of the Pueblo's drainage system to address growth within its limits. SMA prepared this report in two phases. Phase 1 initially studied the large-scale offsite watersheds that affect the Pueblo of Tesuque. This phase of analysis was used to determine the peak runoff volumes. Phase 2 summarized the planning-level and preliminary improvements recommendations for structures related to specific issues identified by Pueblo staff and identified during the Phase 2 analysis.

The Pueblo, which covers an area of 78 square miles, lies within the Rio Grande and Rio Tesuque watersheds. SMA prepared topographic mapping from existing data sources in order to minimize cost and time expended. The mapping was used to determine the contributing watershed, to identify sub-basins, and to identify drainage features.



Areas of Concern Figure from DMP

SMA then completed a hydrologic analysis to determine the peak rates of runoff and total runoff volume for each sub-basin. The analysis was performed in accordance with the NMDOT Drainage Manual. The analysis was performed using HEC-HMS modeling software and Autodesk Storm and Sanitary Analysis (SSA).

The subsequent hydraulic analysis (utilizing the HEC-RAS program) was performed to assess drainage structures in the study area, storm drains, erosion control structures, stormwater diversion berms, and other hydraulic features. The analysis was used to determine capacity of existing structures and the need for new structures as well as creating alternatives for storm water mitigation.

A management plan report was prepared to provide study results, a determination of primary areas of concern, recommendations for a series of improvements (bridges, detention facilities, stormwater drains, etc.). Additionally, SMA determined cost estimates for the proposed improvements to the areas of concern. The projects included maintenance of existing facilities, improvements to the stormwater system, sediment and erosion control, and the construction of new facilities.

The project was completed on budget and on time. Please contact our listed reference for specifics about our quality of work.

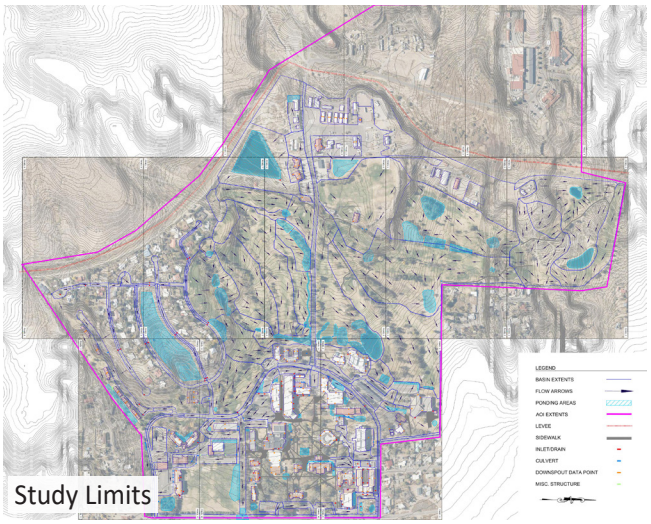
New Mexico Tech Drainage Master Plan, Socorro, NM

Contact: Robby Montgomery, Director; 575.835.5816; robby.montgomery@nmt.edu

SMA provided engineering services in the preparation of a Drainage Master Plan for the New Mexico Tech campus located in Socorro, New Mexico.

SMA prepared a drainage master plan for the main campus and golf course to determine the difference between historic and developed runoff, which was impacting the surrounding streets and neighborhoods. The figure below shows the limits of the study identified in this scope of services.

This study area was approximately 339 acres in size. The western edge of the area was bounded by a levee system, which appeared to cut off upstream basins. This levee system (shown in red) served as the boundary of the study for existing or developed conditions. For historic conditions, the basin limits were defined as if the levee system and campus did not exist and was extended to the highest point of each basin. Because the initial focus of this study is to determine if the campus was impacting the surrounding area, SMA divided this scope into the following two phases.



- ***Phase I –*** identified what was used to determine if there were impacts to surrounding City infrastructure due to the presence of the campus.
- ***Phase II –*** evaluated existing drainage deficiencies on the campus so that NM Tech could pursue funding for needed drainage improvements.

SMA performed a field investigation, which evaluated the existing levee system as well as over 400 existing structures on their campus. SMA provided a final report in December of 2022 and continues to work with NM Tech to address their drainage needs.

The project was completed on budget and on time. Please contact our listed reference for specifics about our quality of work.

ABCWUA Tohajiilee Waterline, Bernalillo County, NM

Contact: David Laughlin, P.E., Centralized Engineering, Planning & Engineering Division, ABCWUA; 505.289.3035; dlaughlin@abcwua.org

In support of SMA's Water Resources department, SMA Geomatics over the course of six months performed a topographic and legal boundary survey for the design and construction of a new waterline from existing Albuquerque-Bernalillo County Water Utility Authority (ABCWUA) infrastructure to the Tohajiilee / Canoncito Navajo Chapter just west of Albuquerque.

The topographic survey included the creation of a three-dimensional surface of the five-mile design corridor using a combination of traditional field survey measurements and measurements derived from small-unmanned aircraft systems (drone), collection of aerial photography of current conditions, and surveying of existing waterline appurtenances for both Tohajiilee and ABCWUA. The legal boundary survey included the location and determination of all boundaries the new waterline would pass through. This included privately held lands, state lands, federal lands, and the determination of the Tohajiilee / Canoncito reservation line based on originally set monuments from the early 1900s. The culmination of effort from the legal boundary survey was the production of rights-of-way or easement exhibits for the new waterline.

The project was completed on budget and on time. Please contact our listed reference for specifics about our quality of work.

Additional Relevant SMA Projects

- City of Carlsbad Drainage Master Plan, Carlsbad, NM
- City of Carlsbad San Jose Blvd Disaster Recovery Design & Construction, Carlsbad, NM
- City of Rio Rancho FEMA Flood Damage Repairs, Rio Rancho, NM
- City of Albuquerque Loma Hermosa/Glenrio Floodplain Removal Project, Albuquerque, NM
- Buffalo Thunder Resort Arroyo Grade Control Structures, Santa Fe, NM
- Santa Clara Pueblo Village Area Flood Control Plan
- Otero County Mountain Meadows Roadway Drainage
- Doña Ana County Brahman Diversion Channel Extension
- Garfield MDWCA Arrey Erosion Control
- Cedar Creek MDWCA Water System Improvements Project, Ruidoso, NM
- Alto Lakes W&SD Water and Wastewater System Improvements, Alto, NM
- Chippeway Park WA Water System Improvements, Cloudcroft, NM
- Mescalero Apache Tribe Whitetail Waterline Replacement Project, Mescalero, NM
- Mescalero Apache Tribe Gallerito Water Project, Mescalero, NM
- Hondo Valley PSD Water Storage Tank Project, Hondo, NM
- Town of Carrizozo Water System Improvements, Carrizozo, NM
- Village of Corona On-Call Engineering and Multiple Water System Improvements, Corona, NM
- Waterfall Community WUA Water System PER, Cloudcroft, NM
- Timberon W&SD Water System Improvements, Timberon, NM
- La Luz MDWCA & MSWA Water System Improvements, La Luz, NM

Past Relevant GSA Projects

Española Valley Bosque Restoration Support

GSA is currently supporting the U.S. Army Corps of Engineers (USACE) and Tribal partners in developing and implementing a robust, data-driven process for site selection and design of river and floodplain restoration projects within the Española Valley. The project focuses on integrating geomorphic, hydrologic, and ecological datasets to refine restoration feature locations and optimize function and constructability. Technical components include hydrologic and hydraulic modeling, LiDAR-based terrain analysis, and remote sensing for vegetation mapping and soil characterization. The approach emphasizes integrating ground-based and aerial datasets to evaluate surface water and groundwater interactions, floodplain connectivity, and vegetative community structure—key parameters for prioritizing restoration opportunities that meet long-term functional and sustainability objectives.

The Site Selection framework and subsequent design support rely on adaptive management principles and close coordination with local Pueblos and federal partners. Deliverables include GIS databases, technical memoranda, and mapping products that synthesize new data with feasibility-level information to justify and document site prioritization. This work establishes the analytical foundation for the design charrette and subsequent engineering phases, ensuring that habitat features are strategically located, hydraulically viable, and supported by comprehensive topographic, vegetation, soil, and hydrologic datasets. The outcome is a technically defensible and culturally informed restoration plan that aligns data collection, modeling, and design to achieve sustainable riverine and floodplain restoration outcomes.

Albuquerque Reach Habitat Restoration Analysis & Design (NM Interstate Stream Commission)

GSA partnered with the New Mexico Interstate Stream Commission (NMISC) to identify and design habitat restoration projects along the 22-mile Albuquerque Reach of the Middle Rio Grande. The effort evaluated 85 potential sites to enhance riverine habitat for the Rio Grande silvery minnow and improve overall channel conveyance efficiency. GSA developed a seamless, high-resolution topographic base by integrating existing LiDAR datasets with field-based RTK-GPS surveys, and GSA's drone-based bathymetric mapping to support hydraulic and geomorphic analysis of the project corridor.

Building on these datasets, GSA produced conceptual restoration designs for all 85 sites that promote seasonal inundation of islands, backwater channels, and river bars at discharges between 1,000 and 2,500 cfs. Advanced geospatial science techniques were used to couple hydraulic model outputs, terrain data, and conceptual design features to create hydraulically-corrected, three-dimensional engineering design models. This approach ensured appropriate drainage and inundation characteristics under modeled flow conditions while enabling automated estimation of excavation quantities and material volumes for project implementation.

River-Floodplain Habitat Restoration Analysis, Design, and Implementation – Isleta and San Acacia Reaches (NMISC)

GSA) was contracted by the New Mexico Interstate Stream Commission (NMISC) to plan, design, implement, and monitor river-floodplain habitat restoration projects along a 40-mile reach of the Rio Grande between Bernardo and Bosquecito, New Mexico. The multi-phase effort advanced from reach-scale assessments to final design and construction of seven restoration projects aimed at improving floodplain connectivity and supporting spawning and rearing habitat for the Rio Grande silvery minnow.

GSA applied a rigorous analytical framework integrating hydrologic, geomorphic, and ecological data to guide site selection and design. Potential project areas were identified through one-dimensional HEC-RAS hydraulic modeling and GIS-based floodplain vegetation mapping, which informed screening and prioritization.

At selected sites, GSA developed detailed field-based vegetation maps, collected high-resolution RTK-GPS and LiDAR-derived topographic datasets, and constructed two-dimensional SRH-2D hydrodynamic models to simulate inundation dynamics under varying flow conditions. These models directly supported the development of final design drawings and construction specifications, ensuring that restoration features achieved targeted hydraulic performance and ecological function.

2. Mandatory Specifications

2. Mandatory Specifications

Summary of Project Approach

The SMA team has been involved with on-call infrastructure engineering contracts with clients of varying sizes throughout the state, such as the Village of Ruidoso, City of Carlsbad, City of Albuquerque, Bernalillo County, City of Las Cruces, and the NMDOT. While the size of projects and some of the project requirements may change, the client requirements do not.

The nature of on-call contracts presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks. To adequately meet the Village's needs, a consultant MUST be responsive and have resources available at any time. SMA will capitalize on the flexibility and timeliness afforded by the Village by the on-call nature of the contract. Assigned tasks typically have short schedules, unique challenges, and tight fiscal budgets, requiring the most qualified personnel to meet these constraints. In order to successfully provide on-call services, the consultant must offer these key assets:

- Familiarity with Village staff, policies, procedures, and specifications
- Multi-discipline capabilities
- Qualified engineers and technicians
- Availability of staff
- In-place quality assurance/quality control measures programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Familiarity with Village processes and procedures in additional to State and Federal oversight requirements
- Experience with on-call service contracts

We recognize these needs and will provide the personnel necessary to complete each assignment.

When necessary or as funding constraints dictate, SMA will develop alternative solutions including advantages, disadvantages and construction costs which will provide the information necessary to make an informed decision for proceeding with the project.

Through previous on-call and individual contracts with the Village, including the current On-Call General Engineering Services contract, the SMA team has become familiar with the processes and procedures associated with the Village's projects. We understand that some projects require immediate attention. For example, when the Village's Wastewater Treatment Plant flooded from recent storms, our team members were on-site the very next morning to assess the situation and establish the necessary steps to address the issues at hand.

The SMA Project Manager will meet with the Village representative overseeing each project to define the scope of work associated with the task, identify the team staff most suited to the assignment, and determine a timeline for completion of the task. It is our goal to meet with Village staff within 24 hours of notification. We will strive to submit our response to all task requests within three working days. More complex tasks and those requiring detailed subconsultant input may take a little longer.

Plan to Perform the Services Required by the Scope of the Project

Based on the quick response time required for projects to be completed under the contract, SMA has assigned Ray Smith, P.E., as our Project Manager. Mr. Smith will be responsible for developing a scope of work and man-hour estimates for the individual tasks and will be directly responsible for delivering quality projects on time and within budget. In the event that Mr. Smith is not available to meet with the Village within the required timeframe, Paul Pompeo, P.E., our Principal, will meet and can also develop necessary task requests. Mr. Smith and Mr. Pompeo will provide sufficient staff resources, communicate with the Village and team members, and ensure the proper mix of technical expertise is available. SMA's depth and breadth will allow us to work on multiple ongoing assignments for the Village as needed.

SMA will incorporate the following management techniques to each task order received from the Village:

Resource Management – Our team can effectively assist the Village in the management of resources necessary for the completion of projects of any size. We understand that the focus of the on-call is typically to address small projects that need immediate attention. Our task managers possess the experience and skills to quickly facilitate the collaboration of specialists and experts, which must be blended to develop a quality project. SMA provides quick turnarounds on submittals of scope and fee and their revisions with our man-hour estimation techniques and our internal collaboration with task leads and team members.

Time Management – SMA has been successful in managing schedules and streamlining the delivery products while maintaining the integrity of the process. Our team of professionals has proven experience of working with the Village to identify critical design elements and to avoid delays.

Task Management – SMA will utilize task leads to focus efforts for each task. By utilizing task leads the Project Manager is free to coordinate schedules, budgets and resources to the project and task leader without getting overwhelmed with design issues. Individual task leaders may coordinate directly with Village personnel to resolve difficult issues. However, the Project Manager can assist the task leads if needed.

Providing Necessary Staff – SMA knows the importance of having staff available to deliver a quality project on schedule. Our team possesses the most qualified professionals to the Village, although if needed we can enhance our manpower by utilizing key professionals from SMA offices in other locations.

Federal Funding Reimbursement – SMA has delivered numerous recent projects which were funded with federal funds. SMA is well versed in the contract requirements and understands the nuances of delivering a project for construction with federal funding requirements.

Coordination – One way to assist in the delivery of a project is to structure the project team so that Village staff and team members collaborate in the design and delivery of projects. With the proper team structure and ongoing communication, both SMA and the Village design staff can work together to provide a successful project.

Progress Billings – SMA will work with the Village's Project Manager to determine the appropriate billing cycle – typically once a month. SMA will also coordinate the desired invoicing format and requirements as requested by the Village's Project Manager.

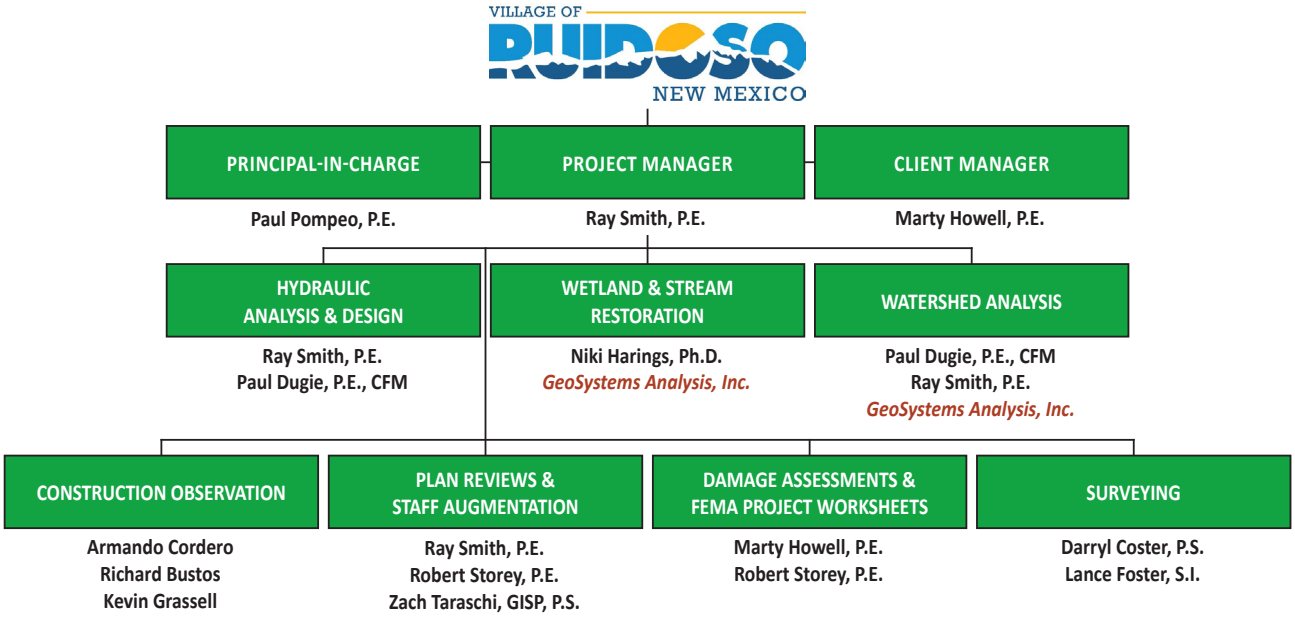
Proposed Schedule

Due to these parameters associated with the Village's scope of work and the logistics of yet-to-be-established projects that may involve a multitude of project services for tasks of varying scopes and size, it can be difficult to establish a precise project schedule. The following outlines standard timelines that apply to projects similar to those anticipated for the Village.

Damage Assessments	3 to 4 weeks
Prepare Project Worksheets	2 weeks
Survey Services	3 to 4 weeks
Design Phase Services	4 to 6 weeks
Bidding Phase Services	4 to 6 weeks
Construction Phase Services	6 months to 1 year
Closeout With FEMA	3 months

Project Personnel

The SMA team has the resources in place to complete the services requested in the Village's RFP. We have identified a specialized team that includes several professional engineers and other registered professionals to work with the Village. While all the company resources are at the disposal of the Village, the organizational chart below outlines the primary responsibilities of key members, all of whom have provided similar services for municipalities throughout New Mexico, ***including current and past projects for the Village of Ruidoso.*** Bios for all listed staff follow the chart.



Ray Smith, P.E. | Project Manager / Hydraulic Analysis and Design / Watershed Analysis / Plan Reviews and Staff Augmentation

Mr. Smith brings more than 29 years of experience as a Project Manager in transportation and drainage engineering. He has served as the lead drainage engineer for multiple NMDOT highway projects as well as projects for the City of Albuquerque, City of Rio Rancho, City of Santa Fe, Bernalillo County, and Santa Fe County. Mr. Smith is currently the Central New Mexico Manager for the General Civil Technical Sector for SMA and is responsible for developing project scoping; handling client interactions; conducting drainage studies; performing transportation, drainage, and utility designs; preparing project proposals, plans, bidding documents, and specifications; overseeing the bidding and construction phases of projects; and providing project closeout and review services.

Select Relevant Experience:

- City of Rio Rancho FEMA Flood Damage Repairs
- City of Las Vegas FEMA Flood Damage Repairs
- New Mexico Tech Drainage Master Plan
- City of Albuquerque Loma Hermosa/Glenrio Floodplain Removal Project
- Buffalo Thunder Resort Arroyo Grade Control Structures
- Santa Clara Pueblo Village Area Flood Control Plan
- 15+ NMDOT Highway Preliminary and Final Drainage Reports

Areas of Specialty
Drainage Studies
Civil Engineering Design
Roadway and Transportation Design
Bid and Construction Phase Administration
Project Management

Education
B.S. - Engineering Technology (Mechanical)

Licenses/Registrations
Professional Engineer - New Mexico (18738)

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Paul Pompeo, P.E. | Principal-in-Charge

Mr. Pompeo is a Vice President and General Civil Technical Sector Director at SMA and has more than 30 years of experience as a Professional Civil Engineer with an emphasis in public works, residential, commercial, and industrial project design and development. His project experience includes total project oversight from the conceptual phases through final construction inspection. Designs have included grading plans, drainage plans, roadway plan & profile design, utility plans, geotechnical investigations, pavement design, and project specifications. Following the design phase, Mr. Pompeo oversees the submittal of project documents to jurisdictional agencies for review, approval, and permitting.

Areas of Specialty
Civil Engineering
Drainage Analysis
Geotechnical Investigation
Project Management

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (11490)

Select Relevant Experience:

- Village of Ruidoso Alto Waterline Geotechnical Report
- Village of Ruidoso 2812 Sudderth Retaining Structure Evaluation
- New Mexico Tech Drainage Master Plan
- Otero County Mountain Meadows Roadway Drainage
- Garfield MDWCA Arrey Erosion Control
- Doña Ana County Brahman Diversion Channel Extension
- Mountain View Regional Medical Center Drainage Study

Marty Howell, P.E. | Client Manager / Damage Assessments & FEMA Project Worksheets

Mr. Howell is a Senior Engineer at SMA with more than 30 years of experience in engineering planning and design. His project experience spans a broad range of technical disciplines, providing design and management on water, wastewater, landfill, and roadway projects. Before joining SMA, Mr. Howell was the Director of Economic Development and Sustainability for the City of El Paso, TX, and prior to that was the Water Resources Operations Manager for the City of Greeley, CO.

His past project experience includes design and construction of water storage, distribution, and treatment improvements; wastewater collection, treatment, and reuse; utility master planning; feasibility studies and planning for new water and wastewater system projects. Mr. Howell has worked extensively with municipalities and utility systems throughout southern New Mexico, including current and recent infrastructure improvements for the ***Village of Ruidoso***.

Areas of Specialty
Sustainability Planning
Water Utility Management
Water and Wastewater System Design
Project Management

Education
B.S. - Civil/Environmental Engineering

Licenses/Registrations
Professional Engineer - New Mexico (22670), Arizona, Colorado, North Dakota, Texas, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Water System Master Plan
- Village of Ruidoso Alto Reservoir Improvements
- Village of Ruidoso Tank Rehabilitation Project
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Garfield MDWCA Arrey Erosion Control

Paul Dugie, P.E., CFM | Watershed Analysis / Hydraulic Analysis & Design

Mr. Dugie brings 30 years of experience as an Engineer and Manager, with more than 17 years as the Director of the Doña Ana County Flood Commission, where he worked extensively with FEMA, NM Department of Transportation, NM State Land Office, State Dam Safety Office, Bureau of Land Management, and the Army Corps of Engineers. His duties included the operation and maintenance of County owned drainage and flood control facilities, County compliance with the National Flood Insurance Program, coordination with incorporated Communities within Doña Ana County and construction oversite of drainage/flood control projects. Other responsibilities included project design, construction, and modeling review and oversite. Since joining SMA, Mr. Dugie has provided drainage analysis and design services, as well as public outreach services for a variety of infrastructure projects throughout southern New Mexico. Mr. Dugie has substantial experience with the required certifications associated with projects within FEMA flood zones.

Areas of Specialty
Public Outreach
Project Management
Open Channel Facilities
Surface Water Systems
Drainage Collection

Education
B.S. - Civil Engineering

Licenses/Registrations
Professional Engineer - New Mexico (13655)
Certified Floodplain Manager - New Mexico (NM-01-00027)

Select Relevant Experience:

- Doña Ana County Brahman Diversion Channel Extension
- New Mexico Tech Drainage Master Plan
- Haasville Road Drainage Channel Design
- Private Client Lovington FEMA No Rise Certification
- NMSU Artesia ACS Main Office Building Replacement
- LCPS Columbia Elementary School Off Site Improvements & Drainage

Niki Harings, Ph.D. | Wetland & Stream Restoration

Dr. Harings is a Senior Environmental Scientist with 22 years of experience - 14 directly with SMA producing NEPA documents for a variety of agencies, including Federal, State, local, and tribal clients. She has managed and or participated in NEPA projects including solar farms, institutional facilities, dams and other water retention structures, linear transmission facilities, roadways, and conveyance channel projects. Dr. Harings has completed CatExs and EAs for both new and old construction. Dr. Harings will use her extensive NEPA experience in the development of any environmental services that may be required for the Village's projects, ensuring all data collected is complete, concise, and correct, meeting the objective of providing sufficient information for environmental assessments to meet regulatory compliance and funding requirements.

Areas of Specialty
Biological Assessments/Evaluations
BE for NEPA
Wetlands
Reptiles and Amphibians
Project Management

Education
Ph.D. - Biology
M.S. - Biology
B.S. - Biology

Licenses/Registrations
NEPA Concepts – Modules 1 & 2, US Dept of Interior 2015)
Basics Wildlife Rehabilitation – International Wildlife Rehabilitation Council 201

Select Relevant Experience:

- Enchanted Forest MDWCA Water System Improvements Environmental Documentation
- Chippeway Park WA Water System Improvements Environmental Documentation
- Mescalero Apache Tribe – Multiple Environmental Investigations
- Dove Creek Raw Water Reservoir Improvements Environmental Documentation

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Darryl Coster, P.S. | Surveying

Mr. Coster is SMA's Geomatics Technical Sector Director with more than 35 years of surveying experience. He provides oversight for all of SMA's geomatics services, and relevant to the Village's projects, he provides crew supervision and scheduling for SMA's southern New Mexico survey crews. Mr. Coster's other duties include performing calculations, plat preparation and surveying in the field on projects that include construction staking, control surveys, topographic surveys, right-of-way surveys, as-built surveys, boundary surveys, and aerial photogrammetric projects.

Mr. Coster has provided Senior survey management for projects for a variety of clients throughout the state, including but not limited to the ***Village of Ruidoso***, Alto Lakes W&SD, Mescalero Apache Tribe, Otero County, Doña Ana County, City of Las Cruces, and Town of Mesilla.

Areas of Specialty
Boundary/Cadastral Surveys
Right-of-Way Surveys and Mapping
Subdivision Platting
ALTA Surveys
Construction Staking
Project Management

Licenses/Registrations
Professional Surveyor - New Mexico (21204), Arizona, Colorado, South Dakota, NCEES National Record

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Village of Ruidoso Alto Waterline Improvements
- Chippeway Park WA Water System Improvements
- Mescalero Apache Tribe – Multiple Infrastructure Improvements

Zach Taraschi, GISP, P.S. | Plan Reviews & Staff Augmentation

Mr. Taraschi administers the local server and cloud-based storage for geospatial data prepared and compiled at SMA. Using software such as ArcGIS Pro, ArcGIS Online, ArcGIS Collector/Survey 123, and Excel, he is constantly evaluating and improving how data is captured, evaluated, and maintained. As our GIS Specialist, he is involved with the acquisition of geospatial data from local jurisdictions and the modernization of historic data for current project needs. Mr. Taraschi is involved with the acquisition of geospatial data from local jurisdictions, modernization of historic data for current project needs, and the creation of new data from many sources including aerial UAS (drone) acquisition, mobile in-field software, and engineering documents. In addition, Mr. Taraschi provides technical support for GIS users company wide and aids in efforts to better use GIS and integrate workflows between GIS and CAD users.

Areas of Specialty
Geographic Information Systems (GIS)
GIS Data Maintenance
GIS Application Development
Remote Sensing
sUAS Data Collection

Education
M.S. - Geography (GIScience)
B.S. - Geography (GIS&T)

Licenses/Registrations
Professional Surveyor - Arizona
Certified Federal Surveyor - CFedS (1856)
GIS Professional - (161101)
FAA Part 107 Small Unmanned Aircraft Systems Certification (4273097)

Select Relevant Experience:

- Village of Ruidoso Solid Waste Master Plan
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Mescalero Apache Tribe Inn of the Mountain Gods Bridge Replacement
- City of Roswell GIS Program Development

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Robert Storey, P.E. | Damage Assessments & FEMA Project Worksheets

As a Project Engineer with SMA, Mr. Storey's duties include water and wastewater system modeling and the development and review of construction drawings, technical specifications, and Opinion of Probable Construction Cost (OPCC) documentation for site development, water, and wastewater infrastructure projects. He also assists in permitting and bid phase services for these projects.

Mr. Storey has worked as a research assistant at New Mexico State University, researching various water treatment methods. He has worked as a co-op at the City of Las Cruces Water Resources Department working with the City's water model, developed reports on the well production, water quality, and various other aspects of the City's water operations. He has also provided design support for structural, water, wastewater, and gas systems throughout southern New Mexico, including several projects for the ***Village of Ruidoso***.

Areas of Specialty
Water and Wastewater System Design
Site Development
Computer Aided Modeling
Structural Analysis

Education
B.S. - Civil Engineering (Math Minor)

Licenses/Registrations
Professional Engineer - New Mexico (26569)

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Water System Master Plan
- Village of Ruidoso Alto Reservoir Improvements
- Village of Ruidoso Tank Rehabilitation Project
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Garfield MDWCA Arrey Erosion Control

Armando Cordero | Construction Observation

Mr. Cordero has more than 35 years of experience in a variety of water, wastewater, structure, and roadway infrastructure projects. He is a certified New Mexico Water System and Wastewater System Operator II and has substantial working experience in the operation and maintenance of water and wastewater system infrastructure of varying sizes and types. Mr. Cordero regularly teaches water and wastewater operations classes for NMWWA and NMRWA conferences.

Prior to joining SMA, Mr. Cordero was the Facilities Manager for Doña Ana County for more than 13 years. His duties included oversight of County construction projects, contract administration, budget management, public relations, and staff oversight. In recent years with SMA, Mr. Cordero has provided professional staff augmentation services as Interim Public Works Director for the Town of Mesilla. In this role, he managed the Town's water and wastewater systems, grounds maintenance, road repairs, and facilities.

Areas of Specialty
Construction Observation
Contractor Coordination
Water Plant Operations & Maintenance
Wastewater Plant Operations & Maintenance

Licenses/Registrations
New Mexico Water System Operator II (2133)
New Mexico Wastewater System Operator II (2133)

Select Relevant Experience:

- Village of Ruidoso Town and Country Water, Sewer, and Roadway Improvements
- Village of Ruidoso Pinecliff Water, Sewer, and Roadway Improvements
- Garfield MDWCA Arrey Erosion Control
- Town of Mesilla Staff Augmentation

Todd Caplan | GSA

Mr. Caplan is a Senior Ecologist for GSA. He has 30 years of experience integrating scientific disciplines of vegetation ecology, soil science and hydrology in the design, implementation, monitoring and adaptive management of large-scale ecosystems restoration programs. Mr. Caplan has worked as a senior consultant supporting federal, tribal, state, and private sector clients with complex watershed management and restoration challenges. His work has spanned different ecosystems ranging from arid lands to tropical rainforests and has addressed diverse resource management topics including burned area rehabilitation, habitat restoration for federally endangered species, river-floodplain restoration, and developing mine-land rehabilitation revegetation and long-term monitoring programs.

Chad McKenna | GSA

Mr. McKenna has over 25 years of experience integrating geo-spatial science applications into ecological and hydrological decision making. Over the past ten years, he has managed numerous projects focused on habitat restoration planning, implementation and monitoring, hydrologic studies, and integrating geospatial analysis into water and natural resources applications. Amongst these is the River Eyes project, focused on daily mapping of gaining and losing reaches of the middle Rio Grande in New Mexico using a combination of field measurements, drone-based monitoring, remote sensing, and thermal analysis. Mr. McKenna has also managed multiple projects leveraging remote sensing techniques and field validation to evaluate groundwater and surface water interactions, recalibrate hydraulic models, predict stream discharge, assess vegetation health, classify vegetation types, identify groundwater dependent ecosystems, and numerous other ecological and water resources applications. He has led the development of several project-oriented geo-databases on numerous watersheds in the southwestern U.S. from distribution-oriented data sets to relational databases developed for analytical purposes. He has also managed numerous projects developing web mapping utilities and fully integrated dashboard interfaces.

3. Desirable Specifications

3. Desirable Specifications

Understanding of Scope of Work

SMA understands that the Village of Ruidoso needs engineering services to help with the recovery and mitigation of recent fire and flooding damage. Tasks under this contract will be handled similarly to an on-call contract.

The SMA team has successfully held several on-call engineering contracts with a variety of clients with varying professional consultant needs, including local communities, counties, tribal entities, rural utilities associations, and various state agencies. While the size of projects and project requirements may change, the client requirements do not. The nature of an on-call contract presents unique challenges due to the variability in type, schedule, and required effort of assigned tasks.

SMA is both cognizant of and capable of supplying:

- Single point of contact for the client with a thorough understanding of task requirements
- Familiarity with engineering staff, policies, procedures, and specifications
- Multi-discipline capabilities
- Qualified engineers and technicians
- Available staff with diverse capabilities
- In-place quality assurance/quality control (QA/QC) measures and programs
- In-place accounting systems to handle on-call tasks and accelerated schedules
- Experience with on-call service contracts

SMA has provided the Village's requested services for on-call contracts for more than 70 clients throughout the Mountain West region.

SMA has worked closely with the Village on numerous projects over the past several years, and our project team is familiar with the unique needs of the community. Following the South Fork and Salt fires, recurring flood events have proven to be an ongoing challenge for the Vilalge. Watershed improvements proposed for this contract are vital to overcome these disastrous events.

The following represents a small sampling of clients for which the SMA project team has recently provided and/or is currently providing on-call infrastructure engineering services:

Village of Ruidoso	Bernalillo County
City of Albuquerque	Curry County
City of Artesia	Doña Ana County
City of Carlsbad	Eddy County
City of Clovis	Grant County
City of Jal	Lea County
City of Las Cruces	Otero County
City of Lovington	Ft. Bliss Water Services Co.
City of Roswell	Mescalero Apache Tribe
Town of Mesilla	NMDOT
Lower Rio Grande PWWA	NMED

Disaster Assessment

The process of recovery from a disaster begins with an Initial Damage Assessment (IDA). This assessment is performed by the local government entities to determine if they require federal support. In the case of the Village and surrounding area, SMA understands that this IDA has been done.

After the IDA, a joint Preliminary Damange Assessment (PDA) is done with the local government agencies and FEMA. The PDA process determines the impacts and magnitude of damage and the resulting needs of individuals, businesses, the public sector and the community. Information collected is used by the state as a basis for the governor's request and by FEMA to document the recommendation made to the President in response to the governor's request.

The PDA process will determine the needs for Individual Assistance vs. Public Assistance. Once Public Assistance needs are determined the work is divided into Emergency Work vs. Permanent Work. As Emergency Work is already underway, SMA assumes that the focus of surveying and engineering work under this contract will fall under Permanent Work, which involves restoring public infrastructure that has been damaged to its pre-disaster size, capacity and function.

After the damage assessments are completed, the Permanent Work to be performed is documented in a Project Worksheet. The Project Worksheet identifies the following:

- The damage description and dimensions
- The scope of work
- A narrative for the work, material or service to be performed
- A description and cost for each repair item
- Special considerations
- Whether hazard mitigation has been proposed

After completion of the assessment and project worksheet phase, actual surveying and design work can begin. It is SMA's understanding that the bulk of the recovery effort will focus on stream and river restoration.

Stream and River Restoration

Stream restoration approaches can be divided into two broad categories: form-based restoration, which relies on physical interventions in a stream to improve its conditions; and process-based restoration, which advocates the restoration of hydrological and geomorphological processes (such as sediment transport or connectivity between the channel and the floodplain) to ensure a stream's resilience and ecological health.

Form-based restoration techniques include deflectors; cross-vanes; weirs, step-pools and other grade-control structures; engineered log jams; bank stabilization methods and other channel-reconfiguration efforts. These induce immediate change in a stream, but sometimes fail to achieve the desired effects if degradation originates at a wider scale.

Process-based restoration includes restoring lateral or longitudinal connectivity of water and sediment fluxes and limiting interventions within a corridor defined based on the stream's hydrology and geomorphology. The beneficial effects of process-based restoration projects may sometimes take time to be felt since changes in the stream will occur at a pace that depends on the stream dynamics.

Given the recent fire and flood damage, SMA assumes that this project will utilize form-based restoration techniques with the intent of restoring the river reaches so that process-based restoration can be given time to take hold.

Stream-restoration projects normally begin with an assessment of a focal stream system, including climatic data, geology, watershed hydrology, stream hydraulics, sediment transport patterns, channel geometry, historical channel mobility, and flood records. Numerous systems exist to classify streams according to their geomorphology. This preliminary assessment helps to understand the stream dynamics and determining the cause of the observed degradation to be addressed; it can also be used to determine the target state for the intended restoration work, especially since the "natural" or undisturbed state is sometimes no longer achievable due to various constraints.

Form-based stream restoration promotes the modification of a stream channel to improve stream conditions. Targeted outcomes can include improved water quality, enhanced fish habitat and abundance, as well as increased bank and channel stability. This approach is widely used worldwide, and is supported by various government agencies, including the United States Environmental Protection Agency (U.S. EPA).

Form-based restoration projects can be carried out at various scales, including the reach scale. They can include measures such as the installation of in-stream structures, bank stabilization and more significant channel reconfiguration efforts. Reconfiguration work may focus on channel shape (in terms of sinuosity and meander characteristics), cross-section or channel profile (slope along the channel bed). These alterations affect the dissipation of energy through a channel, which impacts flow velocity and turbulence, water-surface elevations, sediment transport, and scour, among other characteristics.

Upon completion of a damage assessment, SMA will review the following form-based restoration methods with the City to determine which ones are best for the damage encountered and are preferred by the City.

- ***Deflectors*** **-** Generally wooden or rock structures installed at a bank toe and extending towards the center of a stream, in order to concentrate stream flow away from its banks. They can limit bank erosion and generate varying flow conditions in terms of depth and velocity, which can positively impact fish habitat
- ***Cross-Vanes*** **-** U-shaped structures made of boulders or logs, built across the channel to concentrate stream flow in the center of the channel and thereby reduce bank erosion.

They do not impact channel capacity and provide other benefits such as improved habitat for aquatic species. Similar structures used to dissipate stream energy include the W-weirs and J-Hook vanes.

- ***Wiers, Step Pools, and Grade-Control Structures -*** These structures, which can be built with rocks or wood (logs or woody debris), gradually lower the elevation of the stream and dissipate flow energy, thereby reducing flow velocity. They can help limit bed degradation. They generate water accumulation upstream from them and fast flowing conditions downstream from them, which can improve fish habitat. However, they can limit fish passage if they are too high.
- ***Engineered Log Jams -*** An emerging technique is the installation of engineered log jams. Because of channelization and removal of beaver dams and woody debris, many streams lack the hydraulic complexity that is necessary to maintain bank stabilization and healthy aquatic habitats. Log jams add diversity to the water flow by creating riffles, pools, and temperature variations. Given the high debris flows in the river and damage areas, SMA is assuming that this method would have very limited use for this project.

In addition to in-stream restoration structures, SMA will evaluate the damage sections for bank stabilization methods, such as:

- Riprap (Loose, Grouted or Wire-tied)
- Riprap Gabions
- Revetments
- Slope Blankets
- Revegetation

Other Restoration and Repairs

In addition to the river and arroyos in the area, recovery and repair of local roads, trails and other amenities will be needed. SMA has a complete staff of transportation and water resources engineers to assist Village staff in damage assessments, surveying, design, bidding and construction of all public infrastructure.

Cost Control

The best way to control costs during the design process is to create a detailed project scope and to maintain open, regular communication. The SMA team will adhere to the following process on this project.

Mr. Smith, SMA's project manager, will prepare a detailed scope of services, schedule and man hour estimate for each project and review it with the Village's Project Manager. The scope, schedule and estimate will be incorporated into a Project Management Plan (PMP) in accordance with SMA's Project Management and Quality Guidelines. This document will set forth the following:

- Project Overview
- Project Schedule
- Quality Control Procedures
- Communication Plan
- Critical Milestones and Issues
- Scope of the Work
- Cost Control
- Project Personnel and their Specific Assignments
- Project Filing Procedures

The staff will meet on a weekly basis to review the project status and assign personnel and other resources required to meet the project schedule. Mr. Smith will meet with Ruidoso's designated project manager and project sub-consultants on a regular basis, to keep him informed of project status and to expedite the decision-making process to avoid any delays. The project manager will also update the PMP as required to keep it current with the project's progress and help ensure that the scope of services has been fulfilled.

Staff Augmentation

One of the main challenges to disaster recovery is responding to the disaster while still keeping regular government functions moving forward. SMA has staff available to assist the Village with reviews of private and public development projects to ensure that the plans and specifications abide by Village ordinance, standard specifications for public works construction, and standard engineering practice. Extra attention will be given to the project's potential impacts to drainage, surface waters, and wetlands. SMA will provide recommendations to mitigate impacts or improve the designs. SMA also has a fully staffed geomatics department to provide GIS shapefiles in the Village of Ruidoso's preferred datum for any structure that is installed.

4. Proximity to and or Familiarity with the Area in which the Project is Located

4. Proximity to or Familiarity with the Area in which the Project is Located

SMA has worked extensively with the Village over the past several years on a variety of infrastructure improvements projects. These projects have included:

- Town and Country Water, Sewer, and Roadway Improvements (completed)
- Pinecliff Water, Sewer, and Roadway Improvements (first phase completed)
- High Loop Water System Improvements (under construction)
- Tank Rehabilitation Projects (planning completed for next three years; first three tank projects under construction; assisted with Village's grant applications for next round of funding)
- Water System Master Plan (completed)
- Solid Waste Master Plan (completed)
- Combined Enterprise Utility Master Plan and Rate Analysis Coordination (completed)
- Upper Canyon Diversion Structure (construction complete; awaiting funding for repairs from flooding)
- Raw Water Cost Analysis (completed)
- WWTP UV Replacement (in process of award to contractor)
- WWTP Solar Project (awaiting start of construction)
- WWTP Fine Screen Replacement (completed)
- Renewable Energy Feasibility Assessment (completed)
- Alto Waterline Geotechnical Investigation (completed)
- Alto Diversion Project (plans revised and approved for grant funding)
- Alto Reservoir Improvements (bid assistance complete)
- Sudderth Retention Wall Structural Evaluation (completed)
- Roadway Certifications (completed)
- Track Improvements (completed prior to damage from flooding)

SMA has provided comprehensive services on the projects noted above, including but not limited to planning, engineering design, funding assistance, surveying, environmental documentation, public involvement activities, bid phase services, and construction phase services.

SMA has facilitated and attended numerous meetings with representatives of the Village Council, individual Councilors, the Mayor, Village Administration and Department Directors over the past several years and in doing so, has become quite familiar with many issues of concern for the Village.

SMA has intentionally and proactively chosen to get to know the elected officials and leadership in the Village. We believe the direct result of our ongoing effort to become familiar with the Village administration and department directors is that we now deeply understand the needs and desires for the Village as a whole and are thereby well positioned to deliver the necessary level of services required to make each project successful.

Beyond the familiarity with the Village of Ruidoso noted above, SMA's team members have extensive experience with water and wastewater system planning, design, and construction projects, as outlined in Section 2 of this proposal response.

Additionally, SMA staff members are very familiar with local support agency staff and have strong relationships with personnel from all regulatory and funding agencies anticipated to be involved with the Village's proposed projects, which will prove instrumental for the completion of current and future projects under this contract.

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5. Current Volume of Work with the Contracting Agency Not 75% Complete

5. Current Volume of Work with the Contracting Agency Not 75%Complete

SMA currently has five projects with the Village that are less than 75% complete, as noted in the table below.

Project	Total Contract Value	Amount Remaining	% Complete
Water Resource Engineering - Tank Rehabilitation	$ 392,822.39	$ 129,082.50	67%
Alto Reservoir Improvements Phase I	$ 144,273.00	$ 123,243.00	12%
Lead and Copper Rule Revisions	$ 34,566.00	$ 31,110.46	10%
WWTP UV Replacement	$ 155,894.00	$ 74,759.40	52%
Country Club Sewer	$ 213,781.00	$ 213,781.00	0%
Rainier Sewer Extension	$82,800.00	$52,207.00	37%
Water Conservation Plan	$72,459.00	$72,459.00	0%
Wastewater Improvements	$431,785.00	$290,809.00	33%
FEMA Waterline Replacement	$ 289,656.00	$ 289,656.00	0%
Total Volume of Work Remaining		**$1,277,107.36**	

Referencing the Contract Balance Amount table on Page 21 of the Village's RFP, the total value of remaining work reflects a one-point deduction value.

The required Project/Contract Listing Forms on the following pages further outline these projects, as well as SMA's projects with the Village that are beyond 75% complete.

Why Choose SMA?

SMA has provided the requested professional services to municipalities, rural utilities, counties, state agencies, tribes, and pueblos throughout New Mexico since 1985.

Our proposed project team has worked together to successfully complete similar projects for clients throughout the state, including past and current projects for the Village of Ruidoso.

Our project team's recent experience with the Village's projects provides us with an established understanding of the infrastructure layout and logistics, physical properties of the project area, and community needs and goals.

SMA has successful past experience working with FEMA, NRCS, and NMDHSEM on similar infrastructure projects, particularly related to flood damage and disaster recovery.

SMA's nearby Las Cruces office has been an established engineering presence in southern New Mexico for 29 of the company's 40-year existence. Our staff are residents of the area and have a vested interest in the prosperity of the region.

6. Signed Campaign Contribution Form

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONSULTANT WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

_____
Signature Date

_____
Title (position)

—OR—

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

Mark Howell October 8, 2025
Signature Date

President
Title (Position)

7. Signed Debarment Certification

APPENDIX F – Debarment Certification

RFP#2026-002P On-Call Professional Engineering Services for Water and Sewer System Improvements

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

Paul Pompeo, P.E. - Vice President, Souder, Miller & Associates

Typed Name & Title of Authorized Representative

October 8, 2025

Date

Signature of Authorized Representative

8. Signed Non-Collusion Affidavit

APPENDIX G – NON-COLLUSION AFFIDAVIT

RFP#2026-003P
Professional Engineering Services for Watershed Projects

STATE OF New Mexico)
) SS
COUNTY OF Doña Ana)

Paul Pompeo, P.E., being first duly sworn, deposes and says:

That he/she is Vice President of Souder, Miller & Associates, Inc. who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

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

By: _____

SUBSCRIBED and sworn to before me this 7th day of October 2025

Notary Public: Eileen Aven

My commission expires: 7/23/2028

State of New Mexico
Notary Public
Eileen Aven
Commission # 1025050
Commission Expires: 07/23/2028

9. New Mexico Preferences

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **MILLER ENGINEERS, INC.**

DBA: **SOUDER, MILLER & ASSOCIATES**
5454 VENICE AVENUE NE STE D
ALBUQUERQUE, NM 87113-1948

Expires: **28-Nov-2026**

Certificate Number:

L1069169264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

70

Tab G. Other Supporting Material

Project/Contract Listing Form
Certificate of Liability Insurance

APPENDIX I – PROJECT/CONTRACT LISTING FORM

RFP #2024-003P

On-Call Professional and General Engineering Services

Firm: Souder, Miller & Associates Date: October 8, 2025

Offerors shall list all current contracts with the Village of Ruidoso

Table A – Project Specific Contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	% Complete to Date	Contract Amount Expended to Date (in dollars)	Contract Remaining Balance (in dollars)
1. High Loop Water Sys Imprv.	7/24/2023	$437,310.00	84%	$365,608.90	$ 71,701.10
2. Alto Reservoir Imprv. Ph II	7/12/2023	$144,273.00	12%	$ 18,030.00	$123,243.00
3. Country Club Sewer	3/6/2025	$213,781.00	0%	$ 0.00	$213,781.00
4.					
5.					
			Totals	$383,638.90	$408,725.10

Table B-On-Call Contracts *Task orders under On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
1. SB Airport Svy	7/16/2025	$ 17,000.00	$ 15,300.00	90%	$ 15,300.00	$ 1,700.00
2. Upper Cyn Div Rehab	9/18/2023	$187,714.00	$169,588.86	90%	$169,588.86	$ 18,125.14
3. Water Res Eng	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50
4. LCRR	11/4/2024	$ 34,566.00	$ 3,455.54	10%	$ 3,455.54	$ 31,110.46
5. WWTP UV Rplcmt	1/21/2025	$155,894.00	$ 81,134.60	52%	$ 81,134.60	$ 74,759.40
		Totals*	$1,330,642.78		$1,330,642.78	$1,116,525.00

*MORE PROJECTS ON NEXT PAGE

Notes:

1. If any award does not proceed in contract negotiations, please indicate the status in the "Remarks" below.

2. Fees do not include reimbursable expenses, which include travel, per diem, printing, telephone or reproduction cost.

3. Federal funds shall be included in project calculations pursuant to NMSA 1978, Section 13-1-120B (6).

4. Any Award of Contract that has not resulted in a written contract offer to the Offeror,

within 6 months of written notice, shall not be considered an award for the purposes of the Project Listing Form.

5. Contact the person designated in Section I, Paragraph D if there are ANY questions regarding the correct completion of this form. (Use additional sheets if necessary).

REMARKS:

*Addtl Task Order projects from On-Call contracts

Project Directly Awarded to Firm	Contract Start Date	Contract Amount (in dollars)	Total Amount Tasked Out to Date (in dollars)	% of Tasked Out Work Complete to Date	Total Tasked Out Work Expended to Date (in dollars)	Total Remaining Balance of Tasked Out Work (in dollars)
6. FEMA Waterline Replacement	3/7/2025	$289,656.00	$289,656.00	0%	$289,656.00	$289,656.00
7. Rainier Sewer Extension	6/17/2025	$82,800.00	$30,593.00	37%	$30,593.00	$79,741.00
8. Water Conservation Plan	10/9/2025	$72,459.00	$72,459.00	0%	$72,459.00	$72,459.00
9. Wastewater Improvements	11/15/2024	$431,785.00	$140,976.00	33%	$140,976.00	$290,809.00
10. Water Res Eng - Tank Rehab	2/14/2022	$392,822.39	$263,739.89	67%	$263,739.89	$129,082.50

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jenifer Pinckley	
Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	PHONE (A/C, No, Ext): (505) 923-9938	FAX (A/C, No):
	E-MAIL ADDRESS: jpinckley@mianm.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Fire Insurance Of Hartford	20478
INSURED	INSURER B : Continental Insurance Company	35289
Souder, Miller And Associates, Inc. 5454 Venice Ave. NE Suite D Albuquerque, NM 87113	INSURER C : Gemini Insurance Company	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Primary & Non Contri X X,C, U GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC X OTHER: Drone Liability	X	X	6076497447	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	6076497464	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	6076497450	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6076497478	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Occ/Agg	3,000,000
C	Prof. Errors & Omiss			HPM-DP-00490-00	11/1/2024	11/1/2025	Per Claim/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3500 Sedona Hills Parkway
Las Cruces, NM 88011
575.647.0799

SMA
Since 1985

Stronger Communities by Design®

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SOUDER, MILLER & ASSOCIATES

PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE JANUARY 2025*

PROFESSIONAL SERVICES

Professional Staff

Principal	$250.00 per hour	Staff VIII	$235.00 per hour
Senior Manager III	$235.00 per hour	Staff VII	$205.00 per hour
Senior Manager II	$220.00 per hour	Staff VI	$185.00 per hour
Senior Manager I	$205.00 per hour	Staff V	$165.00 per hour
Senior III	$195.00 per hour	Staff IV	$145.00 per hour
Senior II	$185.00 per hour	Staff III	$135.00 per hour
Senior I	$175.00 per hour	Staff II	$125.00 per hour
Project III	$165.00 per hour	Staff I	$115.00 per hour
Project II	$155.00 per hour		
Project I	$145.00 per hour		

Technical Staff

Tech VIII	$180.00 per hour
Tech VII	$165.00 per hour
Tech VI	$150.00 per hour
Tech V	$135.00 per hour
Tech IV	$120.00 per hour
Tech III	$100.00 per hour
Tech II	$90.00 per hour
Tech I	$75.00 per hour
Technical Intern II	$65.00 per hour
Technical Intern I	$50.00 per hour
Construction Observer IV	$130.00 per hour
Construction Observer III	$110.00 per hour
Construction Observer II	$90.00 per hour
Construction Observer I	$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	$100.00 per hour
Project Financial/Manager Assistant I	$75.00 per hour
Administrative Assistant IV	$130.00 per hour
Administrative Assistant III	$110.00 per hour
Administrative Assistant II	$90.00 per hour
Administrative Assistant I	$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request*.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ $0.70 per mile (or current IRS rate)
Per diem $220.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 17.

To:

Presenter(s): Yvonne Vigil, Deputy Village Clerk

Meeting Date: November 10, 2025

Re: Approval of Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Item Summary:

Approval of Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Financial Impact:

None

Item Discussion:

Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

Recommendations:

To Approve Request to Schedule Public Hearing on December 9, 2025 for Application Submitted by Riverside Brewing d/b/a Downshift Brewing Company Located at 813 Carrizo Canyon Rd., Ruidoso, NM, for Small Brewer Liquor License Without On Premises Consumption And Package Sales And No Patio Service for Liquor License BLA-0000012871.

ATTACHMENTS:
Riverside Brewing - Liquor License Application.pdf

October 30, 2025

Certified Mail No.: 7021 2720 0001 2204 5067

Village of Ruidoso
Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345
575-258-4343, Ext. 1007
jiniturri@ruidoso-nm.gov

Lic. No. /Appl. No.:	**BLA-0000012871**
Name of Applicant:	Riverside Brewing
Doing Business As:	Downshift Brewing Company
Proposed Location:	813 Carrizo Canyon Rd., Ruidoso, New Mexico 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted
and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A SMALL BREWER LIQUOR LICENSE WITHOUT ON PREMISES CONSUMPTION AND PACKAGE SALES AND NO PATIO SERVICE.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves of the issuance or transfer of the license, it shall notify ABC within thirty (30) days, setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2025.10.30 10:21:35 -06'00'

Trinidad Alderete
Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 469-3172
Email: trinidad.alderete@rld.nm.gov

Enclosures:

1. Page 1 (Business Information page) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information Page
3. Copy of the Zoning Statement
4. Copy of the Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Small Brewer Intake Application

Application Number: BLA-0000012871

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Riverside Brewing
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX1273
State Tax ID Number: XX-XXXXX2-00-8
Business Email: eddie@downshift.beer
Business Phone: 5759370382

Contact Person Information

Contact Person Name: Edward Gutierrez
Contact Person Phone: 5759370382
Contact Person Email: eddie@downshift.beer

Business Mailing Address

Mailing Street: 2704 Sudderth Dr
Mailing City: Ruidoso
Mailing State: NM
Mailing Zip Code: 88345
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Small Brewer Intake Application

Application Number: BLA-0000012871

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):DownShift Brewing Company

Proposed Premises Physical Address

Physical Street: 813 Carrizo Canyon RD
Physical City: Ruidoso
Physical Zip Code: 88345
Physical State: New Mexico
Physical County: Lincoln
Local Option District: Ruidoso
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-2

Distance from nearest School

Name of School: Mountain Montessori
School Street: Carrizo Canyon
School City: Ruidoso
School State: New Mexico
School Zip Code: 88345
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: River Crossing Minsitries
Church Street: Sudderth
Church City: Ruidoso
Church State: New Mexico
Church Zip Code: 88345
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

VILLAGE OF RUIDOSO NEW MEXICO

July 29, 2025

CONFIRMATION OF ZONING REGULATIONS:
813 Carrizo Canyon Rd, Ruidoso, New Mexico 88345

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:
Jasper Riddle/Richard Piedmont
Tenant: Downshift
Subdivision: Hutson-Carrizo
Legal Description: Lot 6, Block 1

Physical Address: 813 Carrizo Canyon Rd., Ruidoso, New Mexico 88345
Zoning Designation:
C-2 Community Commercial District
Property Size: 17,231 sq. ft

VOR.DBO.Zoning_Districts
ZONING
- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Denisty Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residenital District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

Confirmation of Zoning District Designation:

The location of the property was not found to be 300 ft of a licensed daycare, school or church establishment.

Sec. 54-70 Nonresidential Districts (b) C-2 Community Commercial District

The purpose of the C-2 Community Commercial District is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are served by arterial street facilities. **The requested use for a brewery is permissive use within the C-2 Community Commercial District:**

A blank cell indicates the use is prohibited within the respective district.

Table 54.53.1 Allowable Uses

P = Permissive Use T = Temporary Use
C = Conditional Use
A = Accessory Use Blank means use is not allowed in the district

	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Agricultural Uses																
Farm and ranch					P											
Plant nursery					P											
Private stables	C				P											
Cannabis producer					P						P	P				Sec. 54-85 (a)(1)
Cannabis producer microbusiness					P							P				Sec. 54-85(a)(2)
Residential Uses																
Single family dwellings[1]	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Two-family dwelling	C	P	P					C					P	P		Sec. 54-85(b)(2)
Caretaker quarters								C	C	C	C	C			C	Sec. 54-85(b)(3)
Multifamily dwellings		C	P	P	P	C	C	C	C	C	C		P	P		Sec. 54-85(b)(4)
Mobile home						P	P									Sec. 54-85(b)(5)
Single section manufactured home						P	P									Sec. 54-85(b)(5)
Multi-section manufactured home[10]	P	P			P	P	P	C					P	P		Sec. 54-85(b)(1)
Group home			C	C				C	C							Sec. 54-85(b)(6)
Nursing home								C	C							Sec. 54-85(b)(7)

[1] Single family dwellings include site-built homes and multi-section manufactured homes that meet the standards of the New Mexico Manufactured Housing and Zoning Act, NMSA 3-21A-2.A..

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Hospitality/Lodging																
Hotel/motel								P	P	C	C	C		P		Sec. 54-85(c)(1)
Overnight campground									C		C	C				Sec. 54-85(c)(2)
Recreational vehicle park									C		C					Sec. 54-85(c)(3)
Food and Beverage																
Restaurant								P	P	P	C	P		P		Sec. 54-85(e)(5)
Convenience food restaurant									C	C		P				Sec. 54-85(e)(6)(a)
Tap Room/Tasting Room									P	P	C	C		P	P	Sec.54-85(e)(10)
Bar and nightclub									P	P	C	C		P	P	Sec.54-85(e)(8)
Commercial Uses																
Light vehicle washing establishment									C		P	P			P	Sec.54-85(d)(3)
Automobile fuel sales									C		P	P		P	P	Sec.54-85(d)(1)
Automobile, boat, motorcycle, or RV sales and rental									P		P	P		P	P	
Adult or Child Care Facility	C	C	C	C		C	C	P	P	C	P		C	P		Sec.54-85(e)(1)
Convenience food store								P		P	C			P	P	
Retail, general								P	P	P	C	C		P	P	Sec.54-85(e)(2)
Cannabis retailer								P	P	P	C	C			P	Sec.54-85(e)(3)
Cannabis testing laboratory								P	P		P	P				Sec.54-85(f)(8)
Cannabis research laboratory								P	P		P	P				Sec.54-85(f)(7)
Cannabis courier								P	P	P	P			P	P	Sec. 54-85(e)(3)(b)
On-site cannabis consumption premises								P	P	P	C					Sec. 54-85(e)(3)
Cannabis manufacturer									C	C	P	P				Sec.54-85(f)(6)
Tobacco sales								P	P	P	C			P		Sec.54-85(e)(4)
Liquor for consumption off site									P	P	C				C	Sec.54-85(e)(9)
Shopping center								P	P		P	C				
Office								P	P	P	C	C		P	P	

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Personal and convenience services								P	P	P	C	C		P	P	
Financial institution								C	P	P	C	C				
Club and meeting facility									P	P	C	C				
Hospital									P		C	C				Sec.54-85(e)(7)
Medical or dental clinic									P	P	C	C				
Radio and television studio									P	P	C	C				
Printing and publishing house									P	P	C	C		P		
Media production facility									P	P	C	P		P	P	
Animal hospital and/or clinic									P		P	P		P	P	
Animal hospital and/or clinic with open animal runs									C		C	C		C	C	Sec.54-85(e)(11)
Kennel, within an enclosed building									P	C	P	C			P	
Kennel, with open animal runs									C		C				C	Sec.54-85(e)(12)
Adult entertainment, retail sales and/or live entertainment									C							Sec.54-85(e)(13)
Landscape nursery, retail								C	P	C	C	C		P		
Landscape nursery, wholesale or bulk sales									C		P	P		C	P	Sec. 54-85(f)(10)
Mobile Vending									C	C	C	C	C	C	C	Sec.54-85(e)(14)
Industrial Uses																
Artisan manufacturing									P	C	P	P		C	P	Sec.54-85(f)(1)
Light manufacturing									C	C	P	P		C	P	Sec.54-85(f)(2)
Heavy manufacturing											P	P			P	Sec.54-85(f)(3)
Special manufacturing												C			C	Sec. 54-85(f)(4)
Storage units								C	C		P			C	P	Sec.54-85(f)(5)
Building material sales and storage									C		P	P		C	P	Sec.54-85(f)(9)
Feed, grain and fertilizer sales and storage												P		C	P	Sec. 54-85(f)(11)

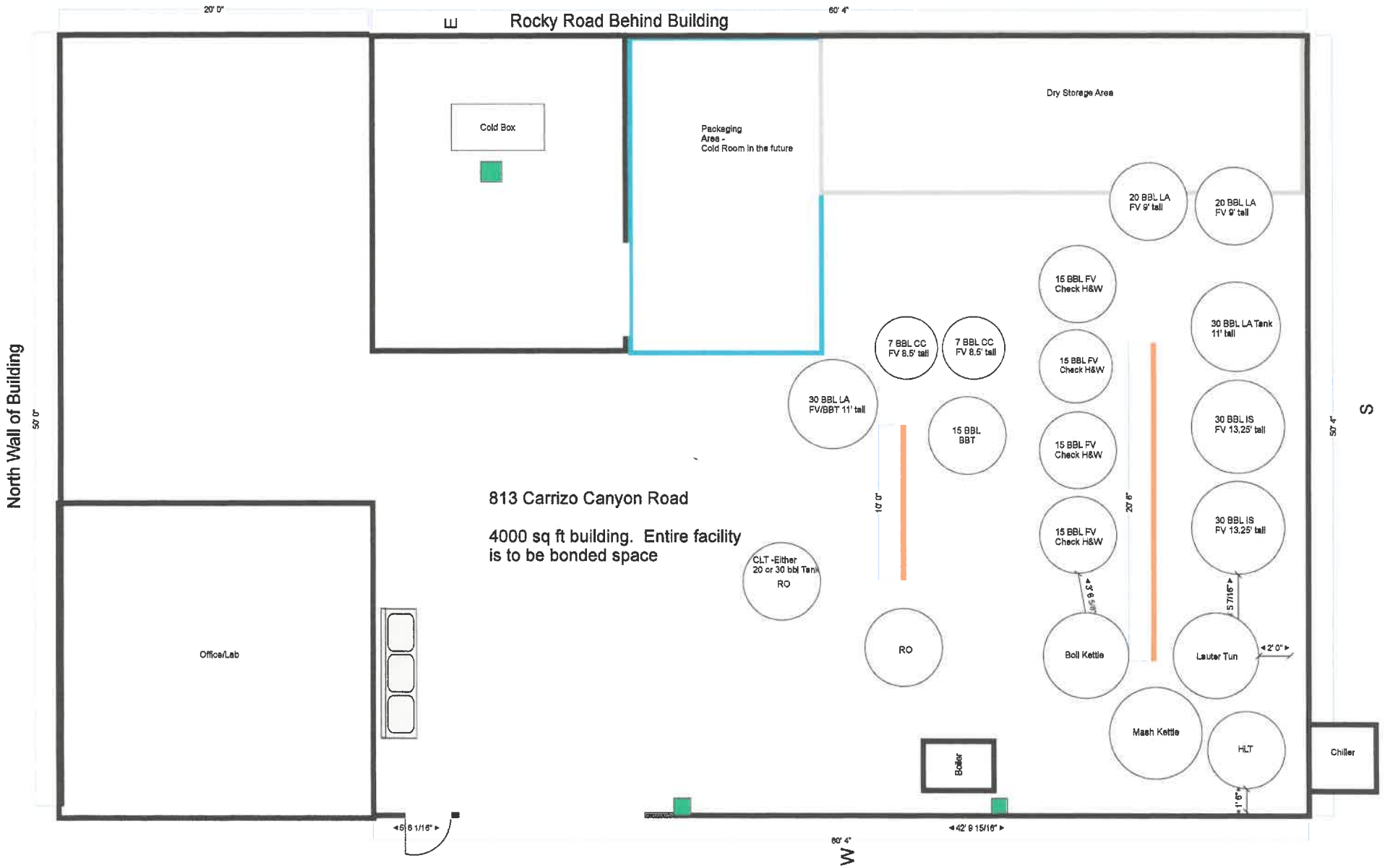
Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
Firewood sales, splitting and storage									C		P	P			P	Sec.54-85(f)(12)
Bulk fuel sale or storage									C		P	P			P	Sec. 54-85(f)(13)
Automobile, boat, motorcycle or RV service and repair									C		P	P		C	P	Sec.54-85(d)(2)
Heavy vehicle and equipment sales, rental, service and repair											P	P			P	Sec.54-85(f)(14)
Automotive upholstery shop									P		P	P			P	
Tire sales, service and repair									C		P	P			P	
Contractor's shop and yard									C		P	P			P	Sec.54-85(f)(15)
Warehousing, storage and distribution											P	P			P	Sec. 54-85(f)(16)
Metalwork and/or machine shop									C		P	P			P	Sec. 54-85(f)(17)
Glass cutting and finishing									C		P	P			P	Sec. 54-85(f)(18)
Engraving shop									P		P	P			P	Sec. 54-85(f)(19)
Towing or wrecker service											C	P		P		Sec. 54-85(f)(20)
Recycling purchase center, not including processing and storage											C	P		P		
Bulk storage of nonexplosive liquids											C	P		P		Sec. 54-85(f)(21)
Television and radio towers									C		C	P			P	Sec. 54-85(f)(22)
Public/Institutional Uses																
Church	C	C	C	C	C	C	C	P	P	C	P		P	P		
School	C	C	C	C	C	C	C	C	P	C	C			P		
Public Buildings		C	C	C	C	C	C	P	P	P	P	C	P	P	P	
Library								P	P		P		P	P		
Instructional center, other than a school									P	P	P			P		
Trade school									P		P	P		P	P	
Airport												C			C	
Recreation and Entertainment Uses																
Neighborhood Park or public	C	C	C	C	C	C	C	C	C	C	C	C	C	C		Sec.54-85(g)(1)

Table 54.53.1 Allowable Uses P = Permissive Use T = Temporary Use C = Conditional Use A = Accessory Use Blank means use is not allowed in the district																
	R-1	R-2	R-3	R-4	AR-1	M-1	M-2	C-1	C-2	C-3	C-4	I-1	R-PUD	M-PUD	I-PUD	Use Standards
open space																
Entertainment, recreational, health and exercise facility, indoor								P	P	P	P	C		P		
Entertainment, recreational, health and exercise facility, outdoor									C			P		P	P	Sec. 54-85(g)(2)
Shooting range, indoor and outdoor									C		C	C			C	Sec. 54-85(g)(2)
Swimming pool, commercial									C	C	C			C		Se.54-85(g)(3)
Utilities/Telecommunication																
Utilities, Major	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Utilities, Minor	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless telecommunications	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec.54-85(h)(1)
Accessory Uses																
Accessory dwelling unit	A												A	A		Sec.54-85(i)(1)
Caretaker unit											A	A		A	A	Sec. 54-85(i)(2)
Drive up or drive through service window								A	A		A	A		A	A	Sec. 54-85(i)(3)
Home Occupation	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(4)
Family Child Care Home	A	A	A	A	A	A	A	A					A	A		Sec. 54-85(i)(5)
Outdoor storage, within enclosed yard									A		A	A		A	A	
Electrical Vehicle Charging Station, Commercial or Public			A	A				A	A	A	A	A	A	A	A	Sec. 54-85(i)(6)
Temporary Uses																
Special event								T	T	T	T	T		T	T	Special events permit
Outdoor sales								T		T						Sec.54-85(j)(1)
Circus, carnival, or similar enterprise								T	T		T			T		Sec.54-85(j)(2)

Please be advised that this should not be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email Stephanie Warren@Ruidoso-NM.gov.

Confirmed by:

Stephanie J. Warren
GIS Coordinator &Planner


20' 0"
E
Rocky Road Behind Building
60' 4"
Cold Box
Packaging
Area -
Cold Room in the future
Dry Storage Area
20 BBL LA
FV 9' tall
20 BBL LA
FV 9' tall
15 BBL FV
Check H&W
30 BBL LA Tank
11' tall
7 BBL CC
FV 8.5' tall
7 BBL CC
FV 8.5' tall
15 BBL FV
Check H&W
30 BBL LA
FV/BBT 11' tall
15 BBL
BBT
30 BBL IS
FV 13.25' tall
15 BBL FV
Check H&W
15 BBL FV
Check H&W
30 BBL IS
FV 13.25' tall
N
North Wall of Building
50' 0"
S
50' 4"
813 Carrizo Canyon Road
4000 sq ft building. Entire facility
is to be bonded space
10' 0"
20' 6"
CLT -Either
20 or 30 bbl Tank
RO
RO
Boil Kettle
Lauter Tun
2' 0"
Mash Kettle
HLT
Chiller
Boiler
Office/Lab
42' 9 15/16"
60' 4"
W
Carrizo Canyon Road In Front of Building

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 18.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: November 10, 2025

Re: Approval of Request to Schedule a Public Hearing on December 9, 2025, for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

Item Summary:

Approval of Request to Schedule a Public Hearing on December 9, 2025, for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

Financial Impact:

Increase in collection of Fines, Fees and Penalties

Item Discussion:

Public Hearing on December 9, 2025, for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

Recommendations:

To Approve Request to Schedule a Public Hearing on December 9, 2025, for Proposed Ordinance 2025-08 Adoption by Reference of the 2025 Uniform Traffic Ordinance and Changes to Appendix "A" Fines, Fees and Penalties.

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: November 10, 2025

Re: Presentation of New Employees, Promotions and Transfers

Item Summary:

Presentation of New Employees, Promotions and Transfers

Financial Impact:

None

Item Discussion:

New Hires:

- Jessica Hull- Certified Police officer DOH 10-20-25
- Derek Vega-utility Warehouse Worker DOH 11-3-25
- James Triplett-Youth and Adult Sports coordinator DOH 11-3-25

Transfers:

- Britta Magnusson- Forestry Admin/ Transfer Date 11-20-25
- Chris Camacho-Planner and GIS Coordinator / Transfer Promotion Date 11/20/25

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

BOARD AND COMMISSION APPOINTMENTS - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: November 10, 2025

Re: Discussion and Possible Action on Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

Item Summary:

Discussion and Possible Action on Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

Financial Impact:

None

Item Discussion:

Appointment of Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

Recommendations:

To Approve Appointment of Appointment of Austin Meuli, Assistant Fire Chief as an Alternate, to the Consolidated Dispatch Joint Board.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: November 10, 2025

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:
2025.11.10 Manager's Report.pdf

VILLAGE MANAGER'S REPORT

TO: **Honorable Mayor Crawford and Village Council**

DATE: **November 10, 2025**

RE: **Village Manager's Report**

ADMINISTRATION

Halloween in Ruidoso was a great success again this year. The Parks & Recreation Department, Ruidoso Valley Chamber of Commerce, and Ruidoso Mid-Town Association were again a big hit with their Midtown Trick or Treat Event, which was visited by lots of children and their parents. This year's event included a costume contest, pumpkin carving, pumpkin roll, and a coffin race. Great job to all for the hard work and effort in setting up and executing this spectacular event.

New Mexico Infrastructure Finance Conference – 28th Annual NMIFC

"New Mexico Rising through Integrated Community Infrastructure will be held at the Albuquerque Convention Center from November 3rd through 7th. The conference will be bringing together infrastructure professionals, policymakers, and community leaders to address New Mexico's most pressing infrastructure challenges and opportunities. Building on the success of 2024's largest conference to date, the 2025 IFC promises to be an even more dynamic and impactful gathering. This five-day event will feature innovative sessions, networking opportunities, and collaborative discussions focused on advancing infrastructure development across New Mexico. Also, at the NMIFC, ***The Village of Ruidoso has been nominated for the Emergency Management Award*** (New Category) Projects enhancing community resilience, disaster preparedness, emergency response capabilities, or infrastructure hardening against natural or human-caused hazards.

2025 ICIP Projects & 2026 Legislative Session Priorities

The Village of Ruidoso has compiled a list of the top 10 capital projects adopted in the Infrastructure Capital Improvements Plan (ICIP), which includes the Top 5 priority projects submitted for capital outlay dollars during the upcoming legislative session. The State of New Mexico Property Control Act defines a capital outlay project as the acquisition, improvement, alteration, or reconstruction of assets of a long-term character that are intended to continue to be held or used, including land, buildings, machinery, furniture, and equipment. Capital outlay funding cannot be used for operating expenses; salaries; materials and supplies; events; brochures, pamphlets, and publications; or retroactive reimbursements of previous purchases.

The Top 10 Projects Include:

1. Workforce Housing
2. Bridge Replacement Projects
3. Street and Drainage Improvements
4. Sewer Line Rehabilitation
5. Sewer Line Extensions
6. Water and Sewer Line Extensions to Include Streets and Drainage
7. Removal of Trees and Water Shed Improvements
8. Damage Improvements/Flood Hazard Mitigation
9. Rio Ruidoso Restoration/Flood Hazard Mitigation.
10. Alto Dam Compliance & Improvements.

AIRPORT

2024 / 2025 Operations
946 /398 Down 58%

2024 / 2025 Jet A Fuel
21851/ 15,822 Down 27.59%

2024 / 2025 100LL Fuel
3721/ 1865 Down 49.87%

- There were 2 Military operations.
- There were 4 medical transports.
- 10/02 Airport Manager attended Mayors Agenda review.
- 10/03 Airport Manager attended Team Michael Meeting.
- 10/4-8 Airport Manager attended Airport Law Workshop in Washington D.C.
- 10/07 Airport Manager attended Council Workshop via ZOOM.
- 10/09 Airport Manager attended Investigations Training.
- 10/14 Airport Manager attended Council Meeting.
- 10/16 Airport Manager attended Directors Meeting.
- 10/17 Airport Manager attended Team Michael Meeting.
- 10/28 Airport Manager attended Airport Master Plan Kickoff Meeting.
- 10/30 Airport manager attended Mayors Agenda Review.

Daily Fuel Volume Sold						
Receipt Date: 01-Oct-25 to 31-Oct-25						
Merchant Number: 7836						
Receipt Date	Avgas 100LL	with FSII Additive	Avg W/S	Max W/S	Oper.	Day
1-Oct-25	24.9	666	5.1	10	13	We
2-Oct-25	126.1	512	5.6	10	17	Th
3-Oct-25	52.1	339	7.2	20	12	Fr
4-Oct-25	100	648	11.7	21	10	Sa
5-Oct-25	172.7	259	8.5	21	29	Su
6-Oct-25	144.6	1225	5.8	21	21	Mo
7-Oct-25	0	494	8	16	7	Tu
8-Oct-25	23	45	7.8	13	9	We
9-Oct-25	48	150	6.9	17	10	Th
10-Oct-25	19.2	1231	7.1	15	6	Fr
11-Oct-25	12.8	0	6.9	18	16	Sa
12-Oct-25	0	3939	8.2	15	15	Su
13-Oct-25	0	340	6.5	14	8	Mo
14-Oct-25	10	914	9.7	17	6	Tu
15-Oct-25		382	10.2	20	26	We
16-Oct-25	47.4	262	15	25	23	Th
17-Oct-25	135.7	204	9.3	20	22	Fr
18-Oct-25	55.8	240	14.4	33	7	Sa
19-Oct-25	293.7	190	10	24	17	Su
20-Oct-25	28.3	150	9.6	22	7	Mo
21-Oct-25	20.9	310	5.8	15	6	Tu
22-Oct-25	49.6	520	7.8	17	6	We
23-Oct-25	0	0	11.3	30	3	Th
24-Oct-25	46.7	560	8.6	23	16	Fr
25-Oct-25	45.4	200	8.8	16	11	Sa
26-Oct-25	102.2	821	9	22	19	Su
27-Oct-25	23.4	100	10.1	22	10	Mo
28-Oct-25	170	0	7.9	17	12	Tu
29-Oct-25	0	406	6.4	13	4	We
30-Oct-25	71.9	505	9	17	19	Th
31-Oct-25	41	210	7.4	17	11	Fr
	1865	**15822**			**398**	

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed twenty-four (24) requests for public information during October 2025. The coordination of these requests involves processing and tracking from initiation to completion to ensure the Village follows the Inspection of Public Records Act (IPRA). This entails assisting the public with completing the required form with

enough specificity for clarification of their request. Staff then coordinate with the departments that have the requested documentation and either schedule a meeting with the IPRA requestor to inspect the documents or provide the copies and receipt payment. If needed, staff prepare correspondence to extend the response period as agreed upon with the department(s).

- Clerk's office successfully implemented Peak Agenda for October Council meetings.
- Clerk and Deputy Clerk completed Human Resources Investigation training.
- Deputy Clerk attended Municipal Clerks Certification Institute and Academy.

COMMUNITY DEVELOPMENT

Planning Commission:

The regular meeting for October 7, 2025. The following items were heard:

a) Variance Case # PV2025-178-Eric Villalba on behalf of Mauro Villalba is requesting a variance of 8.49 feet into the 20-foot north front-yard to place a manufactured home located at 115 Palo Alto Drive, Lot 5, of the Wingfield Homestead 2nd Addition. DENIED

The next regular meeting is on November 4, 2025.

Workforce Housing Advisory Board

The next Regular scheduled meeting is Thursday, November 20, 2025.

Re-Addressing Update:

The re-addressing and renaming of roads are on hold for 18 months due to the South Fork, Salt Fire, and flood events. Stephanie will continue reviewing the data within the grids, and we will collaborate closely with the Streets, Water, and Solid Waste departments to identify any anomalies in the field that may not be reflected in the GIS data. Our focus will be on identifying duplicate road names. The identified roads are currently being reviewed to determine which names might be compatible with the areas requiring renaming efforts. The Address Committee will meet to evaluate a proposal of three names. Additionally, we will collaborate with the Public Information Officer (PIO) to develop an online survey to expedite the response process from property owners in the affected areas.

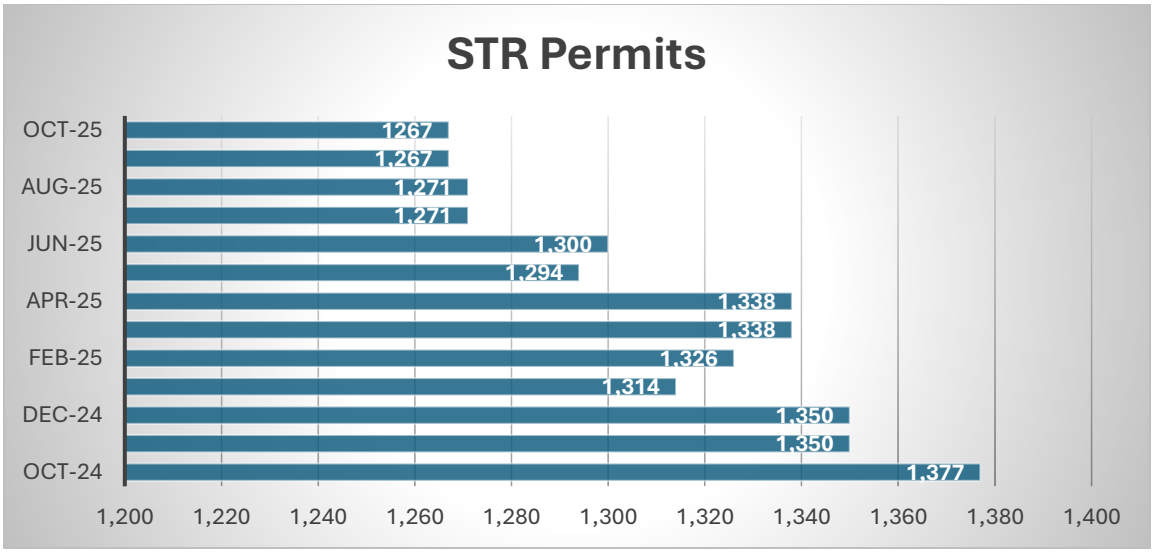
Short Term Rentals
October 2025
Month Stats

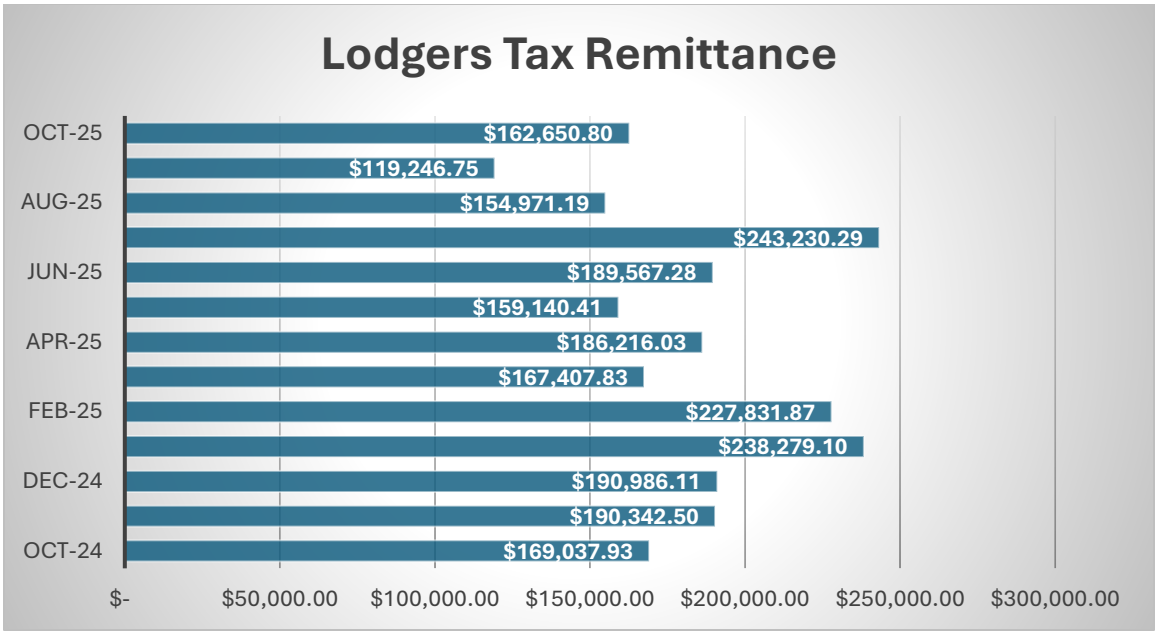
- 1,267 Active STR Properties
- 2,289 Internet listings found throughout the web (VRBO, Airbnb, Flipkey, etc.)

Lodgers Tax

- $ 162,650.80

The numbers for this month have not changed due to the ongoing configuration of the new software system. Lodger's tax amounts will likely increase once the system is fully operational. Until the setup is complete, we will continue to **waive all late fees and penalties.**





Building Inspections and Permit Tallies

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
JK	20250649		1		1							1	
JK	20250618		1		1							1	
JK	20250423		1		1								1
JK	20250622		1		1							1	
JK	20250635		1		1								1
JK	20250460		1		1							1	
JK	20240757		1		1								1
JK	20250294		1		1							1	
JK	20250222		1		1							1	
JK	20250616	1			1							1	
JK	20240765		1		1							1	
JK	20250170		1		1							1	
JK	20250646		1		1							1	
JK	20240601		1		1							1	
JK			1							1			
BP	198249		1								1	1	
BP	208317		1								1	1	
BP	913604		1								1	1	
BP	198074		1								1	1	
JK	20230346		1		1							1	
JK	20250587		1		1							1	
JK	20240346		1		1							1	
JK		1							1				
JK			1							1			
BP	909026		1								1	1	
BP	198337		1								1	1	
BP	916542		1								1	1	
BP	208200		1								1	1	
BP	208294		1								1	1	
BP	198261		1								1	1	
BP	919440		1								1	1	
BP	920176		1								1	1	
BP	920196		1								1	1	
BP	920194		1								1	1	
BP	227996		1								1	1	
BP	920178		1								1	1	
BP	910666		1								1	1	
BP	920244		1								1	1	
JK	20250265		1		1							1	

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
JK	20250622		1		1							1	
JK	20240674		1		1							1	
JK	20240757		1		1							1	
JK	20240574		1		1							1	
JK	20240026		1		1								1
JK	20240628	1			1							1	
JK	20250481		1		1								1
JK	20250662		1		1							1	
JK	20250685		1		1							1	
JK	20250655		1		1							1	
JK	20250656		1		1							1	
JK	20240851		1		1								1
JK	20250653		1		1							1	
JK	20240851		1		1							1	
BP	218036		1								1	1	
BP	916224		1								1	1	
BP	218066		1								1	1	
BP	906410		1								1	1	
BP	218144		1								1	1	
BP	920392		1								1	1	
BP	911540		1								1	1	
BP	919518		1								1	1	
JK	20250360	1			1							1	
JK	20240741		1		1							1	
JK	20250634		1		1							1	
JK	20240026		1		1							1	
JK	20250423		1		1							1	
JK	20240814		1		1							1	
JK	20250691		1		1							1	
JK	20240744		1		1							1	
BP	920202		1								1	1	
BP	198391		1								1	1	
BP	920166		1								1	1	
BP	208018		1								1	1	
BP	198056		1								1	1	
BP	228050		1								1	1	
BP	908096		1								1	1	
BP	198279		1								1	1	
BP	198192		1								1	1	

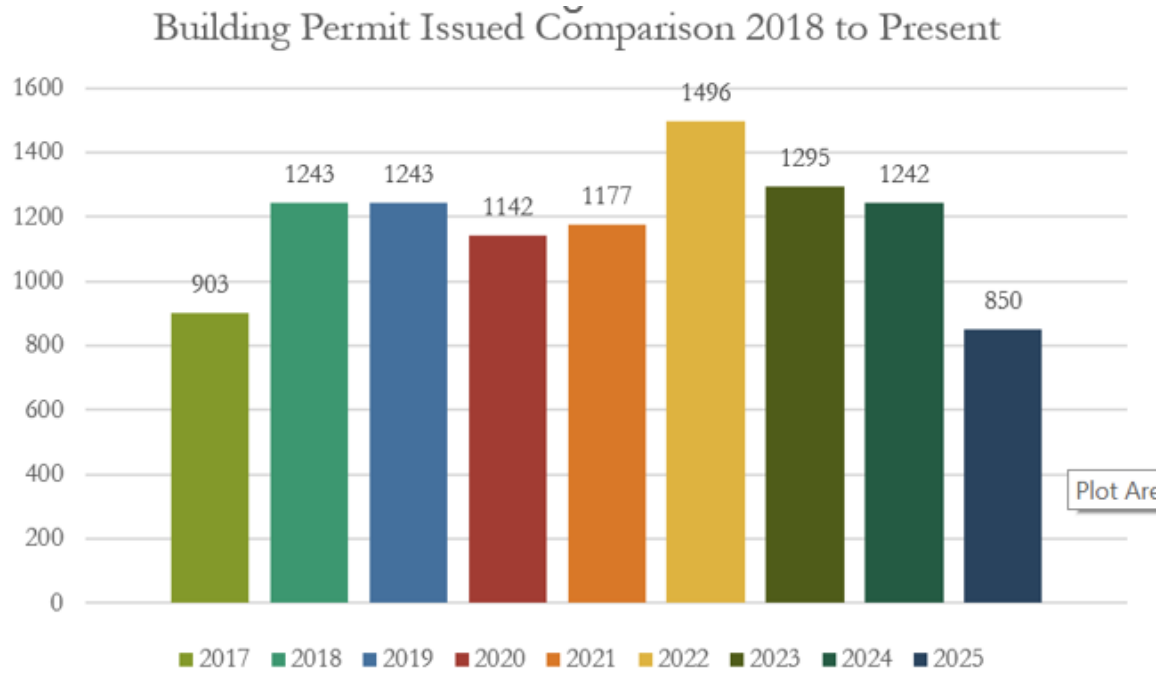
INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
BP	198230		1								1	1	
BP	901622		1								1	1	
JK	20250129		1		1							1	
JK	20250255		1		1								1
JK	20250684		1		1							1	
JK	20250481		1		1								1
JK	20250551		1		1							1	
JK	20250580		1		1							1	
GDM	20250341		1	1									1
GDM	20250668		1	1								1	
GDM	20240873		1			1						1	
GDM	20240873		1		1							1	
GDM	20250700		1	1								1	
GDM	20250642		1	1								1	
GDM	20250521		1	1									1
GDM	20250373		1			1						1	
GDM	20250249		1	1								1	
GDM	20240663		1	1									1
GDM	20240663		1		1							1	
GDM	20250237		1	1								1	
GDM	20240885		1			1						1	
GDM	20240885		1				1					1	
GDM	20250085		1			1						1	
GDM	20250085		1			1						1	
GDM	20250085		1				1					1	
GDM	20250085		1				1					1	
GDM	20250575	1		1								1	
GDM	20240061	1				1						1	
GDM		1						1					1
BP	911962		1								1	1	
BP	198061		1								1	1	
BP	217614		1								1	1	
BP	218018		1								1	1	
BP	920216		1								1	1	
BP	909754		1								1	1	
BP	918802		1								1	1	
JK	20250288		1		1								1
JK	20250289		1		1								1
JK	20240875		1		1								1

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
JK	20230599	1			1							1	
JK	20250667		1		1							1	
JK	20240782		1		1							1	
JK	20250145		1		1							1	
JK	20240769		1		1							1	
JK	20250237		1		1							1	
JK	20250575		1		1							1	
BP	208073		1									1	
BP	208074		1									1	
BP	208320		1									1	
BP	913616		1									1	
BP	913762		1									1	
BP		1						1				1	
GDM	20240210		1		1							1	
GDM	20240210		1				1						1
GDM	20250019		1		1							1	
GDM	20250353		1			1						1	
GDM	20250353		1		1								1
GDM	20250693		1	1								1	
GDM	20250596		1		1								
GDM	20250140		1	1									1
GDM	20240500		1			1						1	
GDM	20250728		1	1								1	
GDM	20250727		1	1									1
GDM	20240404		1		1							1	
GDM	20240402		1		1								1
GDM	20250191		1	1								1	
JK	20250711		1		1							1	
JK	20250085		1		1							1	
JK	20240809		1		1							1	
JK	20250691		1		1							1	
JK	20240693		1		1								1
JK	20240663		1		1							1	
JK	20250634		1		1							1	
JK	20230053		1		1							1	
JK	20240851		1		1							1	
BP	208299		1								1	1	
BP	919974		1								1	1	
BP	218111		1								1	1	

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
GDM	20250255		1	1								1	
GDM	20230392		1			1						1	
GDM	20230392		1				1					1	
GDM	20230392		1			1						1	
GDM	20230392		1			1						1	
GDM	20230392		1				1					1	
GDM	20250238		1			1						1	
GDM	20250413		1		1							1	
GDM	20250731		1	1								1	
GDM	20250199		1	1								1	
GDM	20250140		1	1								1	
GDM	20250140		1	1								1	
GDM	20250733		1	1								1	
GDM	20250727		1	1								1	
GDM	20250255		1			1							1
GDM	20250373		1	1								1	
GDM	20250712		1	1								1	
JK	20250707		1		1							1	
JK	20250413		1		1							1	
JK	20240809		1		1							1	
JK	20250551		1		1							1	
JK	20240423		1		1							1	
JK			1							1			
JK	20250710		1		1							1	
JK	20250353		1		1								1
JK	20250289		1		1							1	
JK	20250288		1		1							1	
JK	20250666		1		1							1	
JK	20250111		1		1							1	
BP	208318		1								1	1	
BP	909216		1								1	1	
BP	918366		1								1	1	
BP	198214		1								1	1	
BP	905200		1								1	1	
GDM	20250549		1	1								1	
GDM	20240782		1	1								1	
GDM	20240061	1				1						1	
GDM	20240061	1				1						1	
GDM	20250693		1	1								1	

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
GDM	20230226		1	1								1	
GDM	20250696		1	1								1	
GDM	20250652		1	1								1	
GDM	20240289		1		1								1
GDM	20240330		1	1									1
BP	217712		1								1	1	
BP	217274		1								1	1	
BP	218005		1								1	1	
BP	218010		1								1	1	
JK	20250237		1		1							1	
JK	20250740		1		1								1
JK	20250111		1		1							1	
JK	20240255		1		1							1	
JK	20250353		1						1				
JK			1							1			
JK	20240849		1		1							1	
JK	20240344		1		1							1	
JK	20250035		1		1							1	
JK	20240765		1		1								1
JK	20250575		1		1							1	
JK	20240663		1		1							1	
JK			1										
JK			1										
JK	20250478		1		1							1	
JK	20250413		1		1							1	
JK	20250732		1		1							1	
JK	20250655		1		1							1	
JK	20250656		1		1							1	
GDM	20250041		1	1								1	
GDM	20250671		1	1								1	
GDM	20250671		1		1							1	
GDM	20250148		1	1								1	
GDM			1						1				
GDM	20250349	1				1						1	
JK	20250545		1		1							1	
JK	20240769		1		1							1	
GDM	20250652		1	1								1	
GDM	20240822		1			1						1	
GDM	20240822		1				1					1	

INSPCTOR	PERMIT #	C	R	E	B	P	M	S	T	RED TAG	STR	S	FAIL
GDM	20240822		1			1						1	
GDM	20250101		1	1								1	
JK	20250744		1		1							1	
JK	20240875		1		1							1	
JK	20250735		1		1							1	
JK	20250481		1		1								1
BP	918582		1								1	1	
BP			1								1	1	
BP	208297		1								1	1	
JK	20250549		1		1							1	
JK	20250650		1		1							1	
JK	20250452		1		1							1	
JK	20250199		1		1							1	
JK	20250465				1							1	
JK	20250257				1								1
JK	20250258				1								1
JK	20250757				1					1			
BP	917066		1								1	1	
BP			1						1				
BP	913314		1								1	1	
JK	20250615		1		1							1	
JK	20230346		1		1								1
JK	20250008		1		1								1
JK	20250587		1		1							1	
JK	20230226		1		1							1	
JK	20250639		1		1							1	
JK	20240559		1		1							1	
TOTAL		12	245	35	123	18	7	2		5	61	217	32



Number of Permits Issed 2024 vs 2025		
MONTH	2024	2025
January	80	89
February	112	74
March	98	116
April	109	113
May	100	124
June	76	110
July	117	117
August	93	107
September	183	99
October	103	112
November	99	
December	72	
TOTAL	1242	1061

Business Registrations Issued:

NEW BUSINESS REGISTRATION OCTOBER 2025			
BUSINESS #	NAME	LOCATION	BUSINESS TYPE
BR2025-304	ELECTRIC COMPANY OF NM	OUT OF TOWN	ELECTRICAL CONTRACTOR
BR2025-305	MARIEL STORE	VENDOR	CANDLES
BR2025-306	G&B YARD SERVICE	OUT OF TOWN	YARD MAINTENANCE
BR2025-307	MGS REFRIGERATION HEATING & COOLING	OUT OF TOWN	HVACC
BR2025-308	HIGH COUNTRY ASSOCIATES	2717 SUDDERTH DR.	OFFICE
BR2025-309	SUN RISE ROOFING, LLC	OUT OF TOWN	ROOFING
BR2025-310	KIM G	1031 MECHEM STE 4	HAIR ARTIST
BR2025-312	CORENA BACA DBA TO THE MOON & BACK KREATIONZ	VENDOR	VENDOR
BR2025-314	JUST RIGHT CONSTRUCTION	2200 SUDDERTH DR.	GENERAL CONTRACTOR
BR2025-315	PLACE SERVICES INCORPORATED	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-316	MOUNTAIN MEDICAL SPA	1214 MECHEM STE A	MEDICAL SPA CLINIC
BR2025-317	ASPEN FAMILY CLINIC, LLC	1214 MECHEM STE B	WALK IN CLINIC, FAMILY PRACTICE
BR2025-318	BROOKS FAMILY CONSTRUCTION	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-319	ADCO CONTRACTOR GROUP, INC.	OUT OF TOWN	GENERAL CONTRACTOR
BR2025-320	MONTIEL CONSTRUCTION, LLC	OUT OF TOWN	GENERAL CONTRACTOR

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
Oct. 2-3, 2025	NM Rural Electric	41
Oct. 2-3, 2025	NMSODAR	68
Oct. 3-4, 2025	Jessyca Quinceanera	350
Oct. 6-8, 2025	Southwest Turfgrass	110

Oct. 9, 2025	VOR-Investigation Claims Training	40
Oct. 10, 2025	D. Draper Celebration of Life	400
Oct. 14-17, 2025	Southwest Detention & Corrections	200
Oct. 17-19, 2025	R2-Doso Comic Con	1900
Oct. 20-24, 2025	NM Clerks Institute & Academy	125
Oct. 24, 2025	Garcia/Provencio Wedding	125
Oct. 25-26, 2025	Jehovah's Witness Assembly	1300
Oct. 28, 2025	Rotary Enchilada Dinner & Bingo	800
Oct. 30, 2025	LC Election School	25
Oct. 31, 2025	Trunk or Treat	1000
Oct. 30-Nov. 2	A Christmas Affair	1200

UPCOMING

1. Lincoln County Local Election Nov. 4
2. NM Law Enforcement Conference Nov. 4-7
3. Garcia Sweet 16 Party Nov. 8
4. Academic Awards Ceremony Nov. 10
5. Christmas Jubilee Nov. 11-17
6. NM Vegetation Management Assn. Nov. 19-20
7. Ruidoso/LC Assn. of Realtors Nov. 19
8. Ruidoso Evening Lions Gun Show Nov. 21-23

EVENTS & STRATEGIC PARTNERESHIPS

- Worked on the Midtown Halloween Trick or Treat Event.
- Worked on The Trunk or Treat Halloween Churches event.
- I attended the Otero Film Liaisons Quartey Spotlight event in Alamogordo.
- Attended the Lincoln County Commissioners' meeting where I was granted the Lincoln County Film Liaison appointment.

FINANCE

Finance Department:
Council monthly reports for October (Period 04 FY 2026) will be available by mid-November.

September 2025 Benchmarks:
GRT Revenue up 36.47% from PY ($1,698,964 increase).
Gasoline Tax Revenue up 8.10% from PY ($2,242 increase)
Lodgers' Tax Revenue up 28.36% from PY ($114,065 increase)

Monthly Council reports are available on the Village website.

- There were three (3) project worksheets (PW) approved for the McBride Fire for a total of $423,169.54 in funding. Received $376,350.90 in Federal Funds and total outstanding $46,818.64 (State). Waiting on instructions on how to move forward to receive other funding.
- The Village is currently working with NM DHSEM to reconcile expenditures associated with the FEMA PW155 Sewer Line Project. We have reconciled all expenditures through 12/31/24. Total project expenditures equal $31,031,154.66 (Fed $23,373,366, State $5,585,607.84, and VOR $2,172,180.82). Outstanding funds due from the State $2,572,214.32. The documentation has been submitted on the FEMA grants portal and is going through review.
- The Village is also working with NM DHSEM to reconcile expenditures incurred with the design of the six (6) FEMA bridges. Once reconciled, hopefully the state and federal portions of expenditures incurred will be released from the State as a part of the pay as you go process. Total expenditures incurred through 12/31/24 equal $2,049,199.54.
- Trial balance showing EOY account balances was submitted to the Auditors. Reconciliation of ending balances has begun. Audit is due to the State Auditor by December 15th.
- Approval of FY 2026 Q1 Budget Adjustment was approved by DFA on October 31, 2025. Awaiting approval of DFA Report.
- The Village received $3,100,000.01 on 10/01/25 for Emergency Protective Measures for 4886DR-NM (Monsoon 2025).

Outstanding legislative appropriations and grants:

- Recreation (23-H3061) $363,140.97
- Veteran's Conference Center (24-I2993) $450,000.00
- Watershed Thinning (24-I2997) $500,000.00
- Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $802,024.33
- Lift Station Infrastructure (24-I2489-3) $2,052,683.47
- Sewer Line at Racetrack (24-I2489-2) $1,066,549.30
- Emergency McDaniel Bridge (25-J2492-2) $350,000.00
- Emergency RWWTP (25-J2492-1) $1,500,000.00
- Emergency Upper Canyon (25-J2492-3) $932,000.00
- Thinning (25-J3023) $750,000.00
- Surrender Box (22-G2444-17) $10,000.00

Waiting for reimbursement on the following:

- Lift Station Infrastructure (24-I2489-3) $25,320.85
- Emergency McDaniel Bridge (25-J2492-2) $324,099.73
- Sewer Line at Racetrack (24-I2489-2) $41,372.98
- Emergency RWWTP (25-J2492-1) $838,429.35
- Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $415,356.88

Utility Billing

- Utility Billing continues to work accounts.
- Christy and Larissa have had another PACE training time with Tyler and have 2 more time slots scheduled for November.

- Christy and Larissa were able to complete all of the Upper Canyon Closure Credits on UB accounts for the closure during July 2025.
- Christy and Larissa have a scheduled date with Jini to do some training on the lien process so that we can get back to filing liens and in a timely manner.

Department Statistics:
OCTOBER 2025
  - Lien Letters Sent Out: 0
  - Lien Request Sent to Village Clerk: 0
  - Payment Arrangements Process: 7
  - Leaks: 30
  - Work Orders: 201
  - Shut-Offs: 67

IT

- **Expiration of support of Windows 10** IT has a list of all computers that can be upgraded from Windows 10 software to Windows 11. Several departments have placed orders to upgrade computers if possible - list is almost complete.
- **Phone System** - Windstream - has completed the process of upgrading the phone system. Departments are working with Andrew on any changes to programming that need to be done. Working on schedule for training.
- **Phone Redundancy** Identify and verify alternative pathways for communications in the event of phone / cell phone outages. Adding some department cell phones to alternate carriers in the event of emergencies or service loss. Identifying these phones on a case-by-case basis.
- **Long Term Capital Replacement Calendar** Identify all major IT equipment and replacement schedule with funding. No change or progress currently.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb/ Day	Total GB / Month
Convention Ctr	9.50	190	79.80	1596
Library	2.55	51	99.40	1988
Village Hall	6.10	122	46.10	922
Horton EOC	2.45	49	27.60	552

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
RWWTP Solar Project	Holt Renewables	Broke Ground
603 Mechem Housing	Homespot	White Mountain Construction is at the site.
Lift Station Rehabilitations	James, Cooke, & Hobson, Inc	White Mountain changed to sewer line extension
Tank Restoration Phase I	D&R Tank Company	Final coat is complete. D & R will start disinfecting. Nov 3 Final Completion
Upper Canyon Surface Diversion	Spartan	Vault should be placed next week
River Well Rehabilitation	John Showmaker	Chiller moved back

Project Progress Highlight: Johnson Road Low Water Crossing

Contractor: MP Chavez
Project Cost: $135,237.50
Funding: FEMA Disaster 4886 Monsoon 2025 Funding

Procurement Activities:

Purchase Order Summary Report

October 2025: 297 Count		October Value:	$2,790,865.86
FY26 Issued YTD: 1,725 Count		Total Value:	$41,006,857.59

RFP #2026-001P On Call Professional and General Engineering Services

Advertisement for RFP#2026-001P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/14/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

RFP #2026-002P On Call Professional Engineering Services Water and Sewer Improvements
Advertisement for RFP#2026-002P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/15/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

RFP #2026-003P Professional Engineering Services for Watershed Projects
Advertisement for RFP#2026-003P will start 9/25/2025. No preproposal conference will be held. Proposals will be due on 10/17/2025. Award and Contract are anticipated to be on the 11/10/2025 Special Council Agenda.

FIRE

We remain in Level I Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 58.

VILLAGE OF RUIDOSO NEW MEXICO

PUBLIC ANNOUNCEMENT
VILLAGE OF RUIDOSO

EFFECTIVE: March 10, 2025, 12:00 Noon

FIRE RESTRICTIONS FOR THE VILLAGE OF RUIDOSO

LEVEL II RESTRICTIONS

1. Charcoal briquets and outdoor burning stoves are prohibited on all public and private property.
2. Ul/fm-approved gas and pellet cooking devices are permitted but must be attended at all times.
3. Smoking outdoors is prohibited on public and private property, except inside an enclosed vehicle or building, unless in areas specifically approved by the fire marshal.
4. Fireworks are strictly prohibited by state law.
5. Campfires are prohibited on all public and private property.
6. Operating a chainsaw or other equipment powered by an internal combustion engine is permitted only if equipped with a properly installed, maintained, and functional spark arrestor. Local fire stations are available for inspections if needed.
7. Welding or using acetylene or other open-flame torches as part of a profession (e.g., hot tar roofing, driveway sealing) is allowed with a valid permit issued by the fire marshal. ALL PERMITS ARE SUSPENDED ON HIGH WIND, FIRE WATCH, OR RED FLAG DAYS.
8. All issued fire pit permits are temporarily suspended until extreme drought conditions subside. Permit holders will be notified via email when restrictions are lifted, and fire conditions return to level I. Permits will remain valid until their original expiration dates.

CITATIONS WILL BE ISSUED - NO EXCEPTIONS - NO WARNINGS
WE WILL NOTIFY THE PUBLIC IMMEDIATELY UPON ANY CHANGES
THANK YOU FOR YOUR COOPERATION

IF YOU HEAR THE OUTDOOR WARNING SIRENS:
TUNE INTO 1490AM OR VISIT WWW.RUIDOSO-NM.GOV/EMERGENCY-INFORMATION
IMMEDIATELY FOR FURTHER INSTRUCTIONS

Cade Hall, Fire Chief
Ruidoso Fire Department

- There were 155 calls ran from Sep. 1, 2025 – Sep. 31, 2025. This includes fire and medical calls and is a final count per state once all reports have been approved and submitted through NMEMSTARS (the state reporting system we use). From this point on we will only report final numbers once we have them confirmed by the State.
- Oct. 1st SCBA fit testing for all of department, EMS refreshers and renewals started, Board of Pharmacy renewal, Siren Test.
- Oct. 2nd Capital Projects Meeting, Agenda Review, SCBA fit testing continued.
- Oct. 3rd SCBA fit testing continued.
- Oct. 4th Aspen Fest Parade.
- Oct. 6th Fire Prevention tour of Station 1
- Oct. 7th Fire Prevention at imagination station, Council Workshop, WUI meeting at Horton complex, Special Council meeting, Weather Coordination Call.
- Oct. 8th Interview Deputy Emergency Manager.
- Oct. 9th Investigations Training at Convention Center.
- Oct. 10th ITB-2026-003B Fire Station Bids for enclosing carport.
- Oct. 14th Council meeting.
- Oct. 15th Fire prevention at Sierra Vista Primary, Consolidated dispatch meeting, Ruidoso Warrior Homecoming Bon Fire, Engine 12 in shop, Siren Test.
- Oct. 16th Capital Projects Meeting, Directors Meeting, Midtown Halloween meeting with Duckworth.
- Oct. 20th New Mexico Emergency Managers Conference, Sierra Vista Primary field trip to Station 1 fire prevention.
- Oct. 21st Emergency Managers Conference Continues, Attended Disaster Recovery Task Force Meeting, Sierra Vista Primary field trip to Station 1.
- Oct. 22nd Emergency Managers Conference Continues, Teaching In house S-131 (Firefighter type 1), Sierra Blanca Wildfire Academy Planning Meeting, LEPC meeting.
- Oct. 23rd Emergency Managers Conference Continues, Attended Eastern New Mexico University Job Fair, Sierra Vista Primary School Field Trip to Station 1, FACNM meeting,
- Oct. 24th Sierra Vista Primary School Field Trip to Station 1, Quarterly Department Meeting, Chaplain Introduction to FD members.
- Oct. 27th Wildland Urban Interface meeting at Copper Ridge Station, CPR Refresher held at Station 1
- Oct. 28th Full CPR refresher at Station 1, Attended Airport Master plan kick off meeting, Special council meeting.
- Oct. 29th Meeting regarding Meters on the fire suppression systems in town and Fire Marshal position/Building official, Midtown trick or treating shut down.
- Oct. 30th Capital Projects meeting, Agenda Review Council Chambers.
- Oct. 31st Halloween, Trunk or Treat, Pot Luck at village hall.

FORESTRY

Forestry	Fiscal year	This Period
Forestry Current Activities Report	25/26	9/1-9/30 2025
Item:		
Hazard Tree Removal:		
private property	154	39
village property	31	10
Public Service Visits, Insects/Disease/Misc	47	13
Permits issued for Tree Removal (20" plus)	16	8
Private Property Compliance:		
initial Inspection and Fire Hazard Rating	425	125
final inspection for Certification	419	133
acres completed	181.84	59.88
New Construction :		
initial Inspection and Fire Hazard Rating	7	1
final Inspection and Approval	2	
New Construction Permitting Fees :		
forestry	$700	$100
solid waste	$900.00	$0.00
Village property Treated:		
115 Mustang Completed		
Dead Trees in Gavilan Cemetery removed		
Contracted 38 Acre Thinning Project west of Grindstone		
Contracted remval of 30 Hazard Trees at the snow park.		
Tree removal from 603 Mechem for fence.		
Spring road and the Purchasing Bldg Advertised. No Bids		
Erosion Control Workshop below Alto dam.		
400 acres identified within the Village for Fire Protection barrier.		

HUMAN RESOURCES

HR News

- The HR Manager and HR Generalist went to Council in October for discussion and consideration of a policy change to the current vacation leave policy and an incentive plan for the staff when they receive professional level certifications either from the State of NM or from a national association. Both items were disapproved.
- HR and other Departments attended the ENMU-Ruidoso Job Fair on October 23, 2025.
- New Hires to be recognized in the November meeting are as follows:
    - Jessica Hull- Certified Patrol Officer Date of Hire: 10/20/2025
    - James Triplet- Youth and Adult Sports Coordinator Date of Hire: 11/3/2025

    - Derek Vega- Utility Warehouse Worker Date of Hire: 11/3/2025
- Employees who have transferred:
    - Britta Magnusson- Forestry Administrative Assistant effective 10/20/2025
    - Chris Camacho- Planner and GIS Coordinator effective 10/20/2025

Employee Committee News

- The committee held some fun events for Halloween for the Village staff. During the month of October, the committee members and Human Resources raised funds by selling mini pumpkins to hold a mini pumpkin roll. The pumpkin roll contest was held on Thursday October 30, with the winner receiving 50% of the funds raised and the other 50% going to the employee committee fund. Robin Parks was the winner of the pumpkin roll and won $115!
- On Friday October 31, 2025, the committee held an employee picnic at Village Hall and a costume contest late that afternoon. There were 3 categories judged by three Village counselors. The winners were Vyanca Vega for the Funniest Costume. Vyanca dressed as “Adam Sanchez”, Public Works Director. The Most Creative award went to Dianne Staab as “Maxine”. Marissa Olvera and Mercedes Espinoza came as a due entry as “Madusa and Stoen Statue” and won Best Overall.
- The committee is now focusing efforts on the Annual Employee Christmas Party and the Festival of Lights Parade. These events are scheduled for Friday December 5, 2025, and Saturday December 6, 2025.

Safety Training

- Defensive Driving (DDC) and Accident Investigation classes were held on 10/17/2025 with 6 employees in attendance.
- Defensive Driving (DDC) and Accident Investigation classes were held on 10/17/2025 with 6 employees in attendance.
- Safety Orientation was held for employees on 10/22/2025 as well as the monthly Safety meeting and Risk Meeting with safety liaisons.
- Confined Space was taught by NMSIF on 10/30/2025 with 14 employees attending.
- Safey Inspections and walkthroughs were conducted for:
    - Water Production 10/01/2025
    - Library 10/01/2025
    - Treatment Plant 10/06/2025
    - Street Department10/08/2025
    - Horton Complex 10/08/2025
    - Police Department 10/08/2025
    - Water Distribution 10/09/2025
    - Museum 10/13/2025
    - Community Center 10/13/2025
    - Solid waste 10/20/2025
    - Airport 10/20/2025
    - Convention Center 10/23/2025

LIBRARY

GENERAL INFORMATION:

- The next Friends of the Ruidoso Public Library Board meeting will be November 4th at 4 pm in the Library Conference Room.
- The next Ruidoso Public Library Advisory Board meeting will be November 5th at 12 pm in the Library Conference Room.

- The Library Manager attended the October Village Council Meeting.
- The Library Manager attended the October Director/Manager meeting.
- The Library Manager attended weekly Team Huddles in the Executive Conference Room.
- The Library Manager is working on her Generative AI Course through Infopeople in October and November.
- The Library Manager attended the New Mexico Library Association Conference in Albuquerque Oct 21-Oct 24.
- The Youth Services Librarian began her class at Pueblo Community College in August. She will take 3 library science classes. After classes are passed and completed she will be able to apply for her NM Class I Library Certification in June of 2026.
- The Library Staff will be working on their Infopeople Training Courses beginning in September and ending in November.
- The Library Department was named Department of the Quarter for July-September 2025.
- The Library Staff participated in the Village Halloween Costume Contest, and we won 2 of the 3 costume prizes.

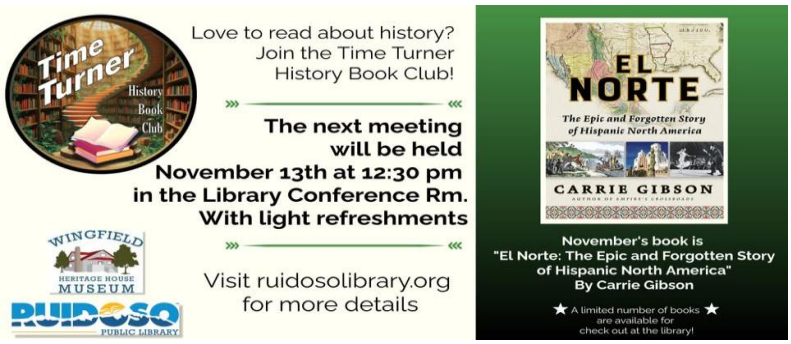
Denise won for Most Creative “Maxine” and Mercedes and Marisa won for best overall Medusa and Stone Statue.

Outreach Services:

- The Library Manager continues to meet every two weeks with The Agency to discuss marketing for the library.
- The Library Manager is working with the agency to get our full van wrap done. They are currently looking for a vendor in Roswell.
- The Library Staff have been planning outreach for the Ft. Stanton Trick or Treat Trail on October 25th, and Ruidoso Valley Greeters Christmas Jubilee on November 14th through 16th.

Adult Services:

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, October from 9 am to 12 pm. Their next monthly visit will be November 4th.
- Daughters of the American Revolution, Sierra Blanca Chapter meet on the first Wednesday of the month at 12:30 in the Conference Room.
- Nicole with HUB is here on the third Thursday of the month from 9 am to 12 pm to help employees with Insurance Questions.
- Friends of the Wingfield Heritage House Museum meet here every 4th Friday at 10 am.
- The Library has partnered with the Museum Manager for a History Book Club called Time Turners. They will meet on the second Thursday of each month at 12:30 pm in the Library Conference Room. This month’s book is *El Norte*.



October Display: Hauntingly Good Reads

October Display: Family History Month

Youth Services:

- Youth Services planned and executed four Baby and Me Programs with 42 attendees. Baby and Me is on Tuesdays in November at 10:30 am.
- Youth Services planned and executed five Story Times with 132 total attendees. Story Time is at 10:30 am on Wednesdays.
- Youth Services planned and executed three Teen Programs in October with 72 attendees.
- Youth Services planned and executed a Children's Program in October with 30 attendees.
- Youth Services Displays in October:

Music Month

Got Space

ON-GOING PROJECTS:

- The Library Manager is working on logging the Ted Bonnell Donation.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.
- Continuing to catalog and process adult and youth materials for placement on new shelf.
- Working on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- Collection Development for Adult and Youth materials.
- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.
- Ongoing logging of donated materials for Ted and Glynda Bonnell Collection.
- Increasing library outreach programming.
- Increasing library adult programming

STATISTICS:

- Library material checkouts were 3,158 and check ins were 3,088.
- Visitors total were 8,321.
- We issued a total of 40 new cards and updated 129 cards.
- Overdrive checkouts were approximately1,315. We had approximately 11 new users. There were 532 holds for e-audios and 305 holds for e-books and we had 55 holds for print materials.
- Database usage from Catalog Page: El Portal 12; Pebble Go/Next 6; NM Get Set Up 5, Mango 2, Libby 20, Heritage Quest 11, NM News Plus 9, Guttenberg Project 6, and Tumblebooks 5.
- Reference questions totaled 2,157.
- Computer users totaled 202.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 460 times by 99 unique users.
- We added 171 material items.
- We had 20 Interlibrary Loan requests, and 20 books have been received.
- There were 781 external catalog searches,1,560 internal searches by 233 unique users.
- There were approximately 11,743 actions performed in our Biblionix Integrated Library Software.

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2024-2025													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECK OUTS/INS													
Adult Books	1,157	1,207	1,223	992									
Juvenile Books	1,645	1,538	1,539	1,630									
Adult Media	283	340	354	284									
Juvenile Media	175	159	149	138									
Library Use	14	15	18	18									
Paperbacks	25	31	63	96									
Check Ins	3,633	3,162	3,136	3088									
Total Books & Media	6,932	6,452	6,482	6,246	0	0	0	0	0	0	0	0	26,112
Tumble books	7	222	620	831									
Overdrive	713	737	1302	1315									
Total E Collection	720	959	1922	2146	0	0	0	0	0	0	0	0	5747
Total Circulation	7,652	7,411	8,404	8,392	0	0	0	0	0	0	0	0	26,112
CIRCULATION OPERATION													
Days Open	24	26	25	26									
Hours Open	184	188	188	192									
Reference	1,677	2325	2022	2157									
New Cards	39	42	75	40									
Patron Updates	152	125	166	129									
Tours	0	0	2	128									
Library Conference Rm	44	85	77	89									
Classroom	0	0	0	5									
Archive Room	41	39	3	9									
Gate Count	5218	6136	6267	5546									
Total Patron Visits	7,379	8,966	8,825	8,321	0	0	0	0	0	0	0	0	33,491
ILL Requests	15	18	19	20									
ILL Borrowed Items	15	18	19	20									
COLLECTION													
New Books Added	38	226	132	159									
Audiobooks Added	0	6	3	3									
DVDs Added	2	18	3	9									
Total Items Added	40	250	138	171	0	0	0	0	0	0	0	0	599
Items Discarded	86	144	92	144									
PROGRAMMING													
Children's Programs 0-5 years	3	0	9	9									
Children's Attendance 0-5 years	120	0	164	174									
Children's Programs 6-11 years	1	0	1	3									
Children's Attendance 6-11 years	25	0	22	705									
Teen Programs 12-18 years	1	0	1	4									
Teen Attendance 12 -18 years	1	0	2	69									
YS Passive Programs	3	2	2	5									
YS Passive Participation	120	81	158	115									
Adult Programs	1	3	2	4									
Adult Attendance	4	107	63	895									
TECHNOLOGY USAGE													
Public Computers	212	243	252	202									
WI-FI	47	50	59	55									
COMMUNITY OUTREACH													
Volunteer Hrs (Adult)	35	132.5	116	135.5									
Volunteer Hrs (Teen)	0	0	0	0									
Total Volunteer Hrs	35	132.5	116	135.5	0	0	0	0	0	0	0	0	0
ONLINE RESOURCES													
Brainfuse/Help Now	0	0	0	0									
Brainfuse/Job Now	0	0	0	0									
Heritage Quest	15	0	0	11									
Mango Languages	2	9	9	7									
Pebble Go/PebbleGoNext	0	0	3	5									
Niche Academy	2	42	0	1									

PARKS AND RECREATION

Ruidoso Schools MOU
MAINTENANCE AND FINANCES

- Staff cleaned parks and restrooms, (33-man hours White Mtn.) $924.00 personnel.
- Staff removed flood debris, worked on Irrigation, Soccer & Football Fields, and built a baseball field for the USSSA Fall Brawl ,96-man hours.

Total Supplies	**$1201.00**
Water - October	
Gavilan Water Bill	**$149.31**
White Mountain Water Bill	**$67.49**
White Mountain Electric Bill-July	**$159.67**
Personnel	**$3,652.00**

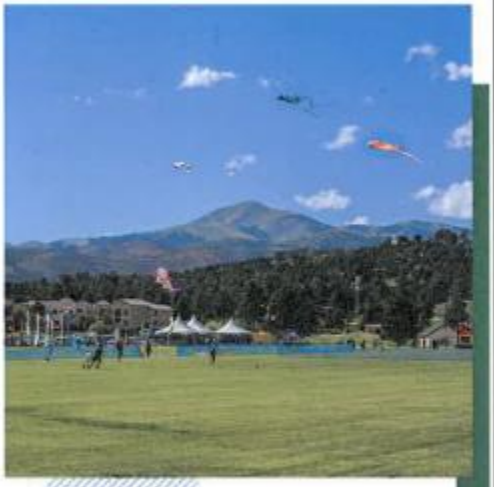
Photo Courtesy Mark Stambaugh

$5,229.47

129 TOTAL HOURS

Parks and Facilities
PROJECTS BY NUMBERS

- Staff cleaned and maintenance parks, and buildings. 1448-man hours.
- Staff picked up trash on medians, parks, free parkings, and cleaned graffiti, 24-man hours.
- Staff worked on athletic fields, 80-man hours.
- Staff mowed and weed eated parks, 208-man hours.
- Staff moved docks, 32-man hours.
- Staff worked special events, 96-man hours.
- Staff fertilized athletic fields, 8-man hours.
- Staff planted trees in Midtown, 24-man hours.
- Staff attended CPR class, 64-man hours.
- Staff attended the Turf Conference at the Convention Center. 48-man hours.
- Staff attended the Toss No Mas Cleanup, 80-man hours.



2,112 TOTAL HOURS

Keep Ruidoso Beautiful

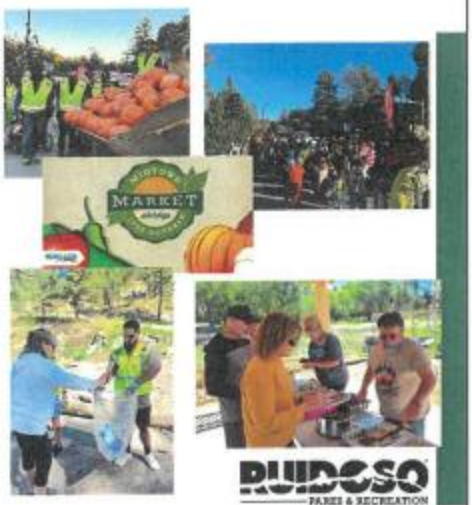
- The Keep Ruidoso Beautiful Committee Meeting was held October 6th.
- Volunteers cleaned an Adopt-A-Mile.
- Park staff removed graffiti, stickers and picked up trash, 24-man hours.
- Toss No Mas Cleanup was held on Oct 19th, picking up trash and debris, totaling 3744lbs. There was 74 participants at the cleanup.

Photo Courtesy Mark Stambaugh

Programs & Activities

YOUTH AND COMMUNITY ACTIVITIES

- October was the end of both our Youth Flag Football and our Youth Fall Soccer, with all the championship games for the older divisions concluding on October 18th. Youth Volleyball remained in our focus, with a total of 157 players playing on Wednesdays and Saturdays.
- The Midtown Market had its last day on October 4th, with several vendors showing up and selling through 1 PM.
- The Toss no Mas event was held at Wingfield Park on October 19th. We had great attendance and quite a bit of trash picked up from all around town.
- The Pumpkin Roll and Midtown Trick or Treat was very successful, with hundreds of children and parents participating dressed as their costumes of choice. A total of 330 pumpkins rolled down Eagle Drive, and the winners were chosen from the first pumpkin and the last one.

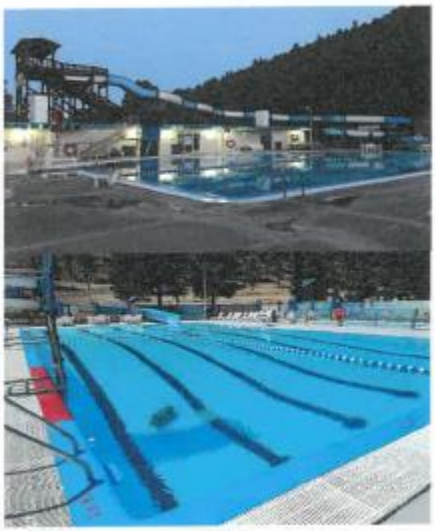


RUIDOSO PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND

Public Pool Update

- The Swimming Pool closed on August 10th
- Chemical controller pumps and impellers are shut down and drained.
- The pool is partially drained and will be covered up for the winter this week
- New pool anchors for the pool cover are installed.
- Outdoor furniture was moved inside of the facility for the off-season.
- The climbing wall was repaired and is stored for the winter.
- Pool Banners and the Handicap lift were moved inside the facility.
- The main pump has a leak and needs to be checked and repaired.
- A new pool filter tank is required for the 2026 season. Quotes were received and the new vendor / welder will start working on it soon.
- Outside door covers need to be installed to keep the cold out.

RUIDOSO
PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND



Community Center

Center Sessions and RSVP Activities

- The Ruidoso Community Center has been busy with all of the fitness classes, meals, games, exercise equipment usage, and much much more. Staff continuously cleans and sanitizes all areas during and after its usage to keep a healthy environment for all persons who use the center daily.
- Staff have started a Coat Drive for the Retired and Senior Volunteer Programs (RSVP) which will run through January 19, 2026. Drop off locations are at Albertsons, Ruidoso Community Center, Capitan Public Library, Club Gas, Ruidoso Public Library, and the Ruidoso Downs Senior Center. All gently used warm items are accepted and are generously being cleaned free of charge by Evergreen Cleaners and distributed by Christian Services which is located at 415 Sudderth Drive.
- Community Center staff held the quarterly Advisory Council Board meeting for the RSVP Program on October 27th where the quarterly statistics and progress reports were discussed while also including ideas on the upcoming December social that is held as a recognition event for RSVP volunteers. Time and date to be announced.
- Staff is planning a Veteran's flag raising event on November 11th. The Ruidoso Fire Department will be there to sound sirens off at 11:00am while a lunch will be served following the ceremony. Everyone in the public is welcome to attend.
- AARP Tax volunteers have begun training and have added 4-5 new volunteers to help prepare taxes beginning in February 2026. Tax preparation is free to anyone in the public and is by appointment only. Staff will begin taking appointments in January 2026.

2 Staff Members

50 Weekly Activities

Previous Month
Retired and Senior Volunteer Hours
Winners
Peggy Mayville 84 Hours: Ruidoso Downs Senior Center
Barbara Stewart-71 Hours: Capitan Public Library
Pearl Tippin 54 Hours: Capitan Public Library

Your Service is Appreciated

RUIDOSO COMMUNITY CENTER

POLICE DEPARMENT

Dispatch all calls for service
Total Calls for Service- 1,788

Total Positions Available- 11
Total Positions Vacant- 3
Positions Hired this month- 0
Total Applications this month – 5

Patrol Division calls for service
Total Calls for Service- 942
Total Arrests made- 27
Total Citations Issued- 50
Total Reports taken- 68
Special Operations Conducted- 2

Total Positions Available- 20
Total Position Vacant- 3
Positions Hired this month-2
Total Applications this month –6

ACO/Code Enforcement calls for service
Total Calls for Service- 141
Citations Issued- 0
Total Reports taken- 2
Special Operations Conducted- 0

Total Positions Available- 3
Total Position Vacant- 0
Positions Hired this month- 0
Total Applications this month – 0

Criminal Investigations Division *(information unavailable. Sgt Carruth is in SWAT training)*
Total Calls for Service-
New Cases Received-
Pending Cases-
MCU Callouts –
Special Operations Conducted-
Backgrounds –

Total Positions Available- 4
Position Vacant- 1-Narcotics
Positions Hired this month- 0
Total Applications this month-0

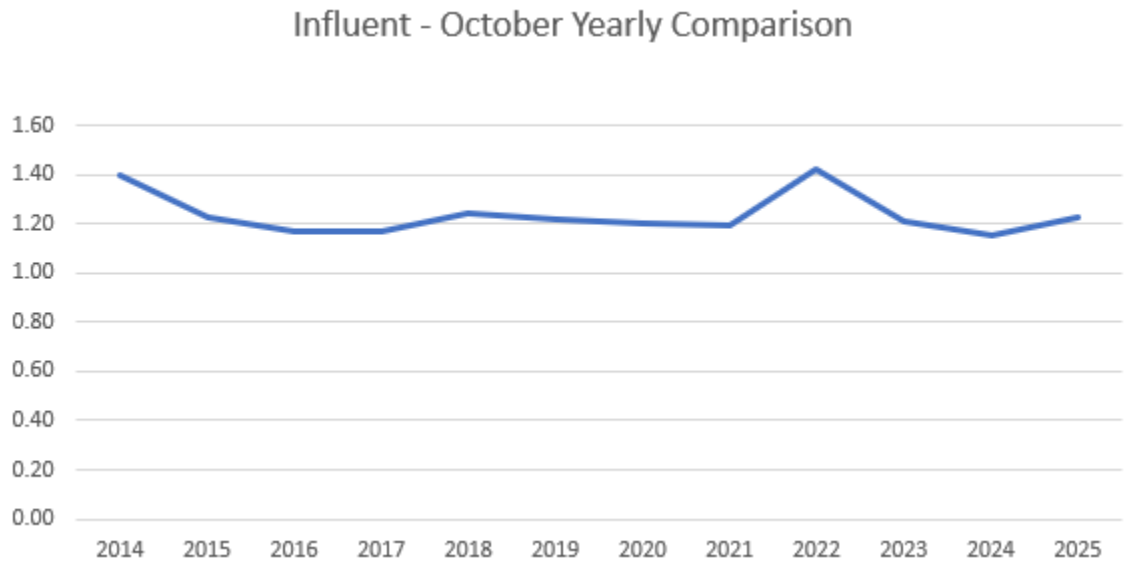
REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

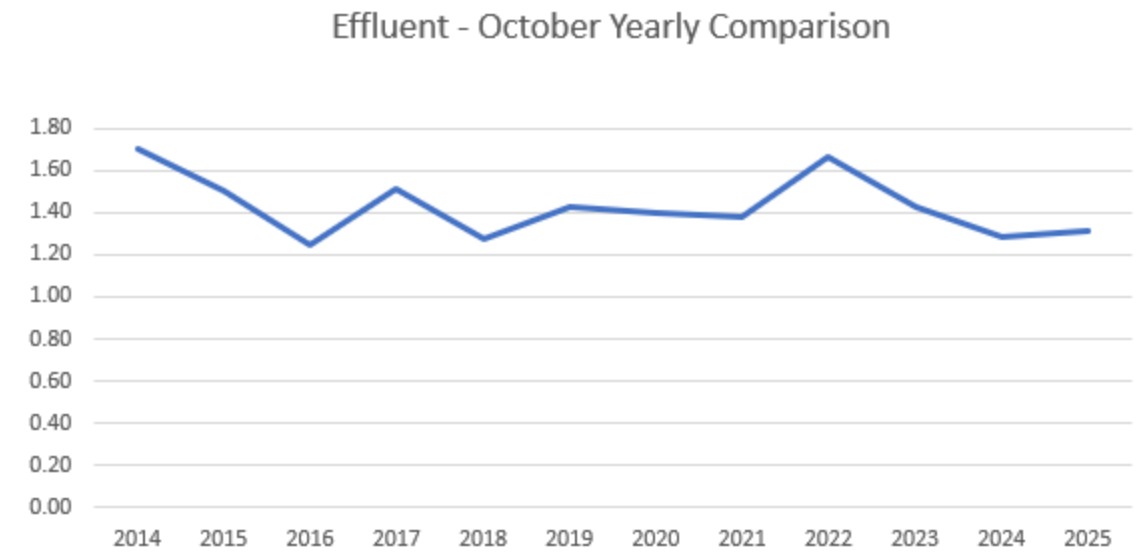
REGIONAL WASTEWATER TREATMENT PLANT REPORT
Daily Report – October 2025

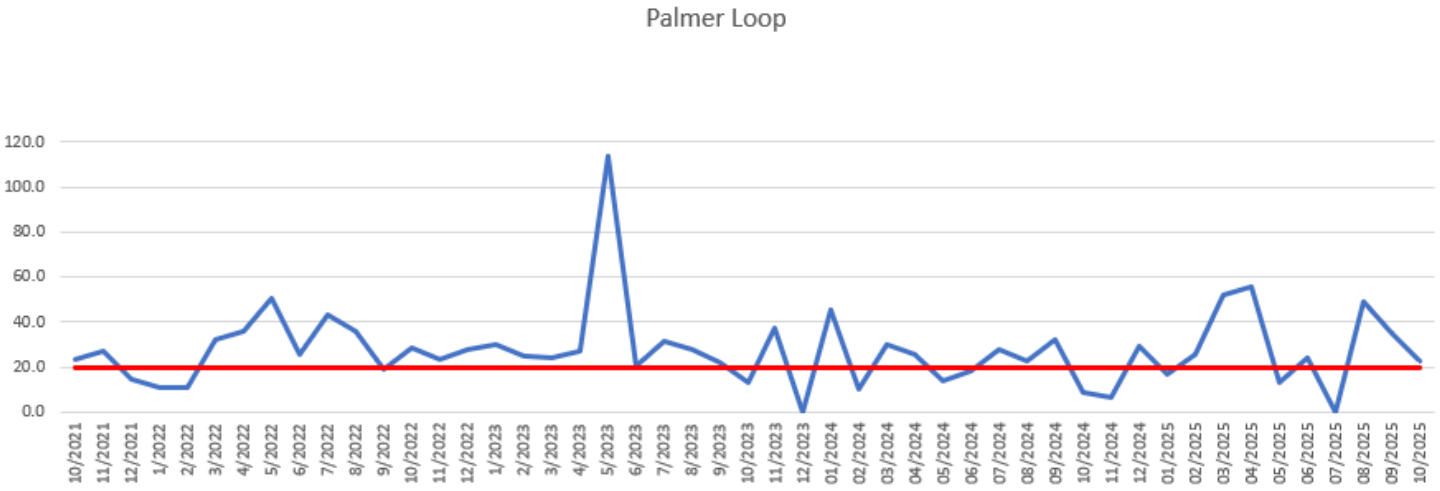
Days in Month
31

Date	RWWTP Effluent Totalizer	Effluent Correction	RWWTP Gallons	Hollywood Flow Station Totalizer	Flow Station Corrections	Hollywood Gallons	IMG Gallons	T/C Gallons	CORD %	CORD Gallons	Explanation of Corrections
10/1/2025	1,378,004,000	-	1,428,300	2,288,422,898	-	1,220,026	-	-	14.6	208,274	-
10/2/2025	1,379,230,200	-	1,226,200	2,289,516,200	-	1,093,302	-	-	10.8	132,898	-
10/3/2025	1,380,587,600	-	1,357,400	2,290,618,086	-	1,101,886	-	-	18.8	255,514	-
10/4/2025	1,382,123,700	-	1,536,100	2,291,829,504	-	1,211,418	-	-	21.1	324,682	-
10/5/2025	1,383,615,400	-	1,491,700	2,293,090,189	-	1,260,685	-	-	15.5	231,015	-
10/6/2025	1,385,053,000	-	1,437,600	2,294,286,070	-	1,195,881	-	-	16.8	241,719	-
10/7/2025	1,386,442,300	-	1,389,300	2,295,334,920	-	1,048,850	-	-	24.5	340,450	-
10/8/2025	1,387,804,100	-	1,361,800	2,296,366,120	-	1,031,200	-	-	24.3	330,600	-
10/9/2025	1,389,130,500	-	1,326,400	2,297,406,320	-	1,040,200	-	-	21.6	286,200	-
10/10/2025	1,390,373,600	-	1,243,100	2,298,340,804	-	934,484	-	-	24.8	308,616	-
10/11/2025	1,391,805,100	-	1,431,500	2,299,422,033	-	1,081,229	-	-	24.5	350,271	-
10/12/2025	1,393,203,600	-	1,398,500	2,300,515,927	-	1,093,894	-	-	21.8	304,606	-
10/13/2025	1,394,761,200	-	1,557,600	2,301,578,914	-	1,062,987	-	-	31.8	494,613	-
10/14/2025	1,396,192,400	-	1,431,200	2,302,647,970	-	1,069,056	-	-	25.3	362,144	-
10/15/2025	1,397,513,000	-	1,320,600	2,303,485,900	-	837,930	-	-	36.5	482,670	-
10/16/2025	1,398,815,600	-	1,302,600	2,304,415,570	-	929,670	-	-	28.6	372,930	-
10/17/2025	1,400,137,000	-	1,321,400	2,305,364,419	-	948,849	-	-	28.2	372,551	-
10/18/2025	1,401,463,000	-	1,326,000	2,306,436,098	-	1,071,679	-	-	19.2	254,321	-
10/19/2025	1,402,767,300	-	1,304,300	2,307,567,403	-	1,131,305	-	-	13.3	172,995	-
10/20/2025	1,404,191,000	-	1,423,700	2,308,692,884	-	1,125,481	-	-	20.9	298,219	-
10/21/2025	1,405,397,300	-	1,206,300	2,309,734,425	-	1,041,541	-	-	13.7	164,759	-
10/22/2025	1,406,497,500	-	1,100,200	2,310,761,519	-	1,027,094	-	-	6.6	73,106	-
10/23/2025	1,407,749,300	-	1,251,800	2,311,761,418	-	999,899	-	-	20.1	251,901	-
10/24/2025	1,408,928,300	-	1,179,000	2,312,822,275	-	1,060,857	-	-	10.0	118,143	-
10/25/2025	1,410,156,100	-	1,227,800	2,313,914,447	-	1,092,172	-	-	11.0	135,628	-
10/26/2025	1,411,488,800	-	1,332,700	2,315,040,199	-	1,125,752	-	-	15.5	206,948	-
10/27/2025	1,412,825,400	-	1,336,600	2,316,188,153	-	1,147,954	-	-	14.1	188,646	-
10/28/2025	1,414,091,700	-	1,266,300	2,317,246,118	-	1,057,965	-	-	16.5	208,335	-
10/29/2025	1,415,167,600	-	1,075,900	2,318,279,026	-	1,032,908	-	-	4.0	42,992	-
10/30/2025	1,416,100,300	-	932,700	2,319,255,130	-	976,104	-	-	(4.7)	(43,404)	-
10/31/2025	1,417,201,600	-	1,101,300	2,320,272,649	-	1,017,519	-	-	7.6	83,781	
10/31/2025	1,417,201,600	-	1,101,300	2,320,272,649	-	1,017,519	-	-	7.6	83,781	
9/30/2025	1,376,575,700	-	1,479,200	2,287,202,872	-	1,159,929	-	-	21.6	319,271	

RWWTP Total Gallons	########	Hollywood Total Gallons	33,069,777	RD Total Gallons	7,556,123			
Minimum	932,700	Minimum	837,930	Percen	18.6%		*VOR Percent of Total*	81.4%
Maximum	1,557,600	Maximum	1,260,685	Minimur	42,992	4.0%	*VOR Flow Total (Q)*	33,069,777
Average	1,310,513	Average	1,066,767	Maximu	494,613	37%		
				Averag	243,746			







SOLID WASTE

- Grapple pick up has really picked back up. There are lots of needles falling (this time of year) and people are out cleaning; on top of forestry compliance clearing.
- We only have 2 to 3 grapple drivers running full time. We are having to pull grapple drivers to run other routes including refuse and transport.
- We are still getting illegal dumping. People are still cleaning out their homes of flood debris and others are remolding damaged property.
- We are training our new driver, and after he learns all the routes, he will be on a Grapple Truck.

Universal Waste Systems Statistics:

Listed below you will find information regarding green-waste that has been collected within Village of Ruidoso and taken to Sierra Contracting/Universal Waste Systems for disposal: (No bill to update for October)

Fiscal Year		Cubic Yards of Yard Debris to Sierra Contracting	Fee	Loads
2023/2024				
JUL		5,780.00	$56,130.66	266
AUG		4,538.00	$44,069.37	214
SEP		4,352.00	$42,263.09	198
OCT		3,361.00	$32,639.30	164
NOV		3,559.00	$34,562.12	166
DEC		3,725.50	$36,179.03	178
JAN	UWS	4,261.00	$41,721.91	198
FEB		2,250.50	$56,039.41	265
MAR		3,180.00	$31,284.76	150
APR		3,658.00	$33,141.48	170
MAY		4,779.00	$43,805.10	219
JUN		4,660.00	$42,219.60	215
	TOTAL	**48,104.00**	**$494,055.83**	**2403**
TONS		**7215.60**		

Fiscal Year		Cubic Yards of Yard Debris to Universal Waste Sys.	Fee	Loads
2025/2026				
JUL		3,579.00	$32,425.74	165
AUG		3,005.00	$27,225.30	138
SEP		2,509.89	$22,739.60	117
OCT		0.00	$0.00	0
NOV		0.00	$0.00	0
DEC		0.00	$0.00	0
JAN		0.00	$0.00	0
FEB		0.00	$0.00	0
MAR		0.00	$0.00	0
APR		0.00	$0.00	0
MAY		0.00	$0.00	0
JUN		0.00	$0.00	0
	TOTAL	**6,584.00**	**$82,390.64**	**420**
TONS		**987.60**		

Lincoln County Waste Transfer Statistics:
Listed below are the year-to-date deliveries of municipal solid waste from Lincoln County via Universal Waste Systems to the Gavilan Canyon Transfer Station:

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2024/2025			
MARCH	26	164.26	$9,847.39
APRIL	30	173.89	$10,424.71
MAY	29	171.55	$10,284.42
JUNE	20	126.55	$7,586.67
JULY	27	170.97	$10,249.65
AUGUST	23	134.50	$8,063.28
SEPTEMBER	22	104.66	$6,274.37
OCTOBER	15	98.10	$5,881.10
NOVEMBER	23	149.22	$8,946.34
DECEMBER	30	166.08	$9,956.50
JANUARY	30	173.07	$10,375.55
FEBRUARY	24	150.84	$9,042.86
	299	**1,783.69**	**$106,932.84**

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2025/2026			
MARCH	26	164.26	$10,093.78
APRIL	28	181.51	$10,545.43
MAY	26	124.15	$7,629.02
JUNE	25	125.08	$7,686.17
JULY	25	122.53	$7,529.47
AUGUST	26	126.06	$7,746.39
SEPTEMBER	26	135.50	$8,326.48
OCTOBER	27	142.40	$8,750.48
NOVEMBER	0	0.00	$0.00
DECEMBER	0	0.00	$0.00
JANUARY	0	0.00	$0.00
FEBRUARY	0	0.00	$0.00
	209	**1,121.49**	**$68,307.22**

Gavilan Canyon Transfer Station:
Listed below are the year-to-date deliveries of solid waste made to the Gavilan Canyon Transfer Station then transferred via transport semi-trucks to Otero-Greentree Landfill in Orogrande: (No bill to update for October)

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2024/2025			
JUL	1,111.64	$18,849.41	46
AUG	938.31	$15,904.37	42
SEP	862.67	$14,643.57	38
OCT	820.19	$13,857.64	38
NOV	827.71	$15,314.62	38
DEC	913.16	$15,414.01	43
JAN	877.82	$14,750.60	43
FEB	771.94	$12,999.60	37
MAR	808.00	$13,597.47	39
APR	830.13	$13,937.61	41
MAY	893.36	$15,073.71	42
JUN	960.94	$16,253.74	44
TOTAL	**10,615.87**	**$180,596.35**	**491**

Fiscal Year	Solid Waste Tonnage	Fee	Loads
2025/2026			
JUL	1,096.22	$19,133.63	45
AUG	910.89	$15,879.99	38
SEP	988.30	$17,237.49	41
OCT	0.00	$0.00	0
NOV	0.00	$0.00	0
DEC	0.00	$0.00	0
JAN	0.00	$0.00	0
FEB	0.00	$0.00	0
MAR	0.00	$0.00	0
APR	0.00	$0.00	0
MAY	0.00	$0.00	0
JUN	0.00	$0.00	0
TOTAL	**2,995.41**	**$52,251.11**	**124**

STREETS

Speed Limit, Street Name & Safety Signs: ("One Call" Marking – Installation - Repair)

- Signs: Wingfield, Brady Canyon/Mechem, Paradise/Meander, Junction, Upper Sudderth, Vision, Hull/Cree Meadows, Sundance, University, Sequia/Olympia, East Porr

Road & Right of Way Maintenance: (Motor Grader - Backhoe Dirt Work)

- Shoulder Work/Pick up Debris/Driveway Repair: Ranier,
- Road Repair/Maintenance: Ongoing in flood zones, Pine

Drainage Issues: (Ditch Cleaning – Culvert Maintenance – Berm Construction)

- Clean Ditches/Culverts/Debris Dams: Apache Hills
- Clean/Repair/ Drop Inlet/Debris Dam: Village wide
- Repair/Patch Culverts: Wimbelton

Utility Cuts:(Water / Sewer Department & Utility Companies - Patch Streets with Hot Mix - Haul Debris Piles - Inspections – Assessments)

- Street Cuts: Chase, Olympia, White Mountain Meadows, Paradise
- Cold Mix fills: Monjeau, Grindstone, Main, Singing Pines, Valencia, 1St, 3rd, Juniper, Alpine, Sequoia

Sweeping Streets:

- Swept: Sudderth, White Mountain Meadows

Blade Work / Blade Patching: Repairing Dirt Roads/ Hot Mix Patching

- Blade Patching: Main Bridge #1 & # 2, Marble Court
- Making Cold Mix: Cold Mix Made

Pothole Patching:

- Rio, 1st, White Mountain Meadows, Old Lincoln, Mustang

COOP Project: Innsbrook

- Parking Lots: Clean parking lots

COOP Project: Flume Canyon

- Paving: Flume Canyon, Abbey, Lancelot, King Richard, Notthing
- Skin Patch: Black Forest, Westbury, Buckingham

Guardrail Installation/Maintenance/Repair/ Bridge Maint./Repair:

- Repair/Install/Reflectors/Delineators: Main Bridge #2

Street Department News:

- Clean & Maintenance Equip. & Trucks
- Road Arrows done on White Mountain drive,
- Prepare for AspenFest Parade
- Hot Plant Repairs
- 2 Staff went to CPR Class
- 3 Staff will go to Confined Space Class
- Street Foreman Position: Open
- Maintenance Worker I : Open

General Street Repair and Drainage Work Orders: The goal is to keep these issues moving in a timely manner.

Future / Ongoing: Assignments and Projects are as follows:

Project No. & Location:	Project Funds:	Type of Fund Recv'd.:	Completion Deadline:	Current Status:
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% $76,212.00 75%$228,636.00 Total=$304,848.00	**Received: $257,077** **VOR 25% $64,269** **NMDOT 75% $192,808**	~~12/31/2024~~ ~~12/31/2025~~ 12/31/2026	Resolution to council for approval of support 2/14/23. Submitted Applica8/12/24tion to NMDOT 2/22/23. Awarded Funding 06/06/23. Due to Southfork Fire & Burn Scar Flooding VOR requested NMDOT for 1 yr. extension of project, NMDOT granted extension. R Sena requested to extend project due to flooding area of this project. NMDOT approved extension request.
MAP 2025	Application to submitted 2/16/24 to Council Asking 25%$94,491.25 75%$283,473.75 Total=$377,965	**Received: $377,965** **VOR 25% $94,491** **NMDOT 75% $283,474**	6/30/2026	Resolution to Council for approval of support 2/06/24. Submitted Application to NMDOT 2/16/24. 7/2024 Awarded funding
COOP 2025	Application to be submitted 2/16/24 To council Asking: 25% $83,591.25 75% $250,773.75 Total=$334,365.00	**Received: $334,365.00** **VOR 25% $83,591** **NMDOT 75% $250,774**	12/31/2025	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding
COOP 2026	Application to be submitted 2/16/25	**Didn't get funded**		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT
MAP 2026	Application to be submitted 2/16/25	**Didn't get funded**		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT.

TOURISM

VISITOR TREND: NON-RESIDENT ORIGINS

SEPT 26 - OCT 26, 2025

October saw more visitors from Houston and San Antonio and less from Austin.

VISITOR TREND: BY MONTH

SEPT 26 - OCT 26, 2025

Average daily population of 13.1K up from previous period of 12.2K and nearly matching 2024 ADP of 13.7K

VISITOR TREND: BY DAY

SEPT 26 - OCT 26, 2025

Friday, visitors exceeded 15K this period vs the previous period of just under 15K

TOP PLACES VISITED: NON-CHAIN

SEPT 26 - OCT 26, 2025

Rank	Name	City	Total Visitors
1	**Downshift Brewing Company - Riverside** 2704 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	8.5K (6.2%)
2	**Farley's Food Fun & Pub** 1200 Mechem Dr, Ruidoso, NM 88345	Ruidoso	6.7K (4.9%)
3	**Alto Cafe** 810 State Highway 48, Alto, NM 88345	Alto	5.9K (4.3%)
4	**Noisy Water Winery (The Cellar Uncorked)** 2342 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	5.8K (4.2%)
5	**Ruidoso Convention Center** 111 Sierra Blanca Dr, Ruidoso, NM 88345	Ruidoso	5K (3.6%)
6	**Club Gas** 1137 Mechem Dr Unit A, Ruidoso, NM 88345	Ruidoso	4.5K (3.3%)
7	**Books Etcetera** 2340 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	4.1K (3%)
8	**Ruidoso Bowling Center** 1202 Mechem Dr, Ruidoso, NM 88345	Ruidoso	3.7K (2.7%)
9	**Tina's Cafe** 2825 Sudderth Dr, Ruidoso, NM 88345	Ruidoso	3.4K (2.5%)
10	**Rio Grande Grill and Tap Room** 441 Mechem Dr, Ruidoso, NM 88345	Ruidoso	3.4K (2.5%)

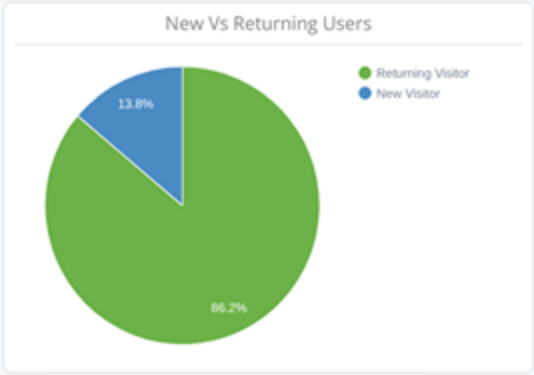
VISIT WIDGET USERS

SEPT 26 - OCT 26, 2025

Down across the board from previous period however, up Y/Y in most categories as shown in top inset.

VISIT WIDGET USERS

SEPT 26 - OCT 26, 2025



Location Information

EXPORT

	Users	New Users	Sessions	Pages / Session	Avg. Session Duration
Phoenix, AZ	1572	82	3180	1.00	0m 28s
Ruidoso, NM	900	50	1064	7.00	1m 39s
Lanzhou, Gansu	791	780	791	1.00	0m 2s
El Paso, TX	601	55	1184	3.00	0m 47s
Dallas, TX	601	40	1216	0.00	0m 14s
Albuquerque, NM	544	38	1016	3.00	0m 39s
San Antonio, TX	487	25	1108	1.00	0m 21s
Singapore	462	5	462	0.00	0m 0s

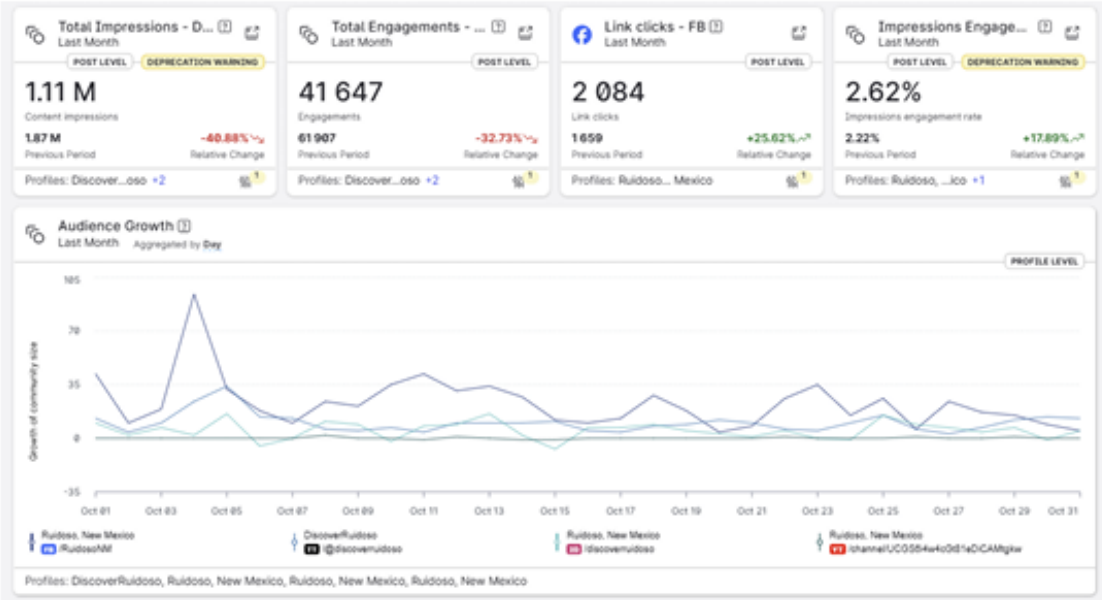
VISIT WIDGET USERS: TOP PAGES VISITED

SEPT 26 - OCT 26, 2025

Ruidoso AspenFest: Ruidoso's Favorite Fall Celebration.	276
R2-Doso Comic Con at Ruidoso Convention Center	136
Grindstone Lake	101
Lincoln After Dark	100
Ruidoso Oktoberfest - Downshift Brewing Company Riverside	59
Winter in Ruidoso – From Alpine Thrills to Fireside Chills	55
Embark on a Spring Escape: Crafting Your Perfect Four-Day Adventure in Ruidoso	53
3rd Annual New Mexico 4x4 Rally at Ruidoso Convention Center [CANCELED]	51
Ruidoso Mural Tour	50
A Christmas Affair at Ruidoso Convention Center	48
Midtown Halloween Trick or Treat and Pumpkin Roll	48
Midtown Market	47
Ruidoso Winter Park	45
Spooky Charcuterie Building Class at Noisy Water Winery	45
History and Heritage Tour	42

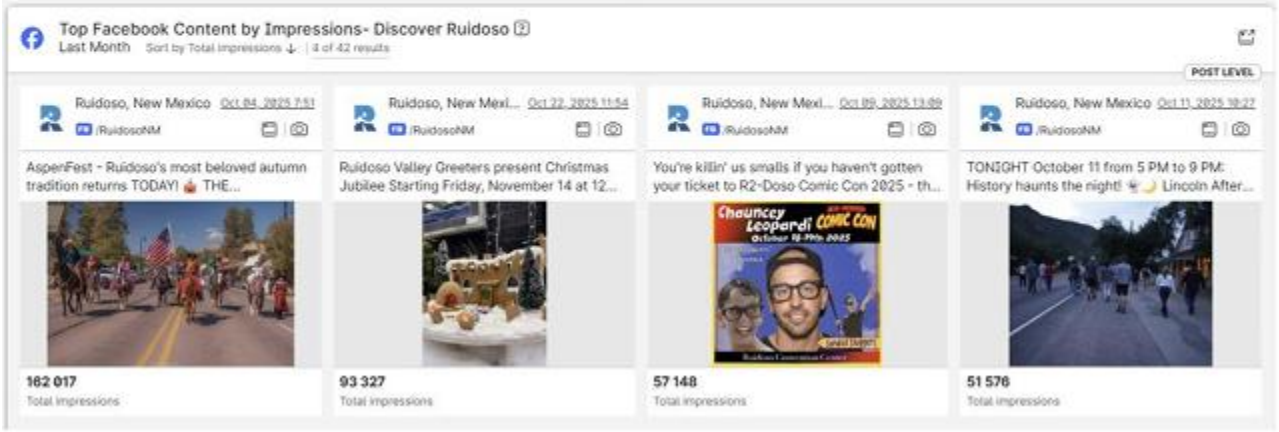
SOCIAL OVERVIEW: OCTOBER 2025

Tourism Social Sites



TOURISM: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in October in terms of impressions:

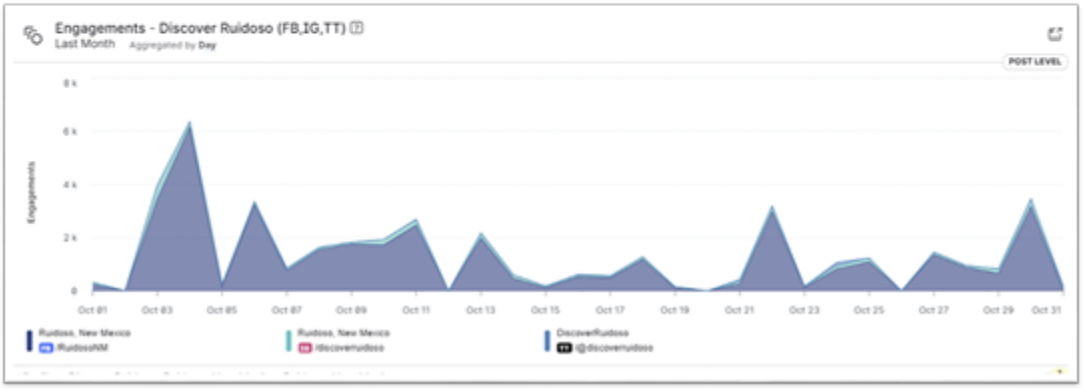


IMPRESSIONS: OCTOBER 2025

Tourism Social Sites

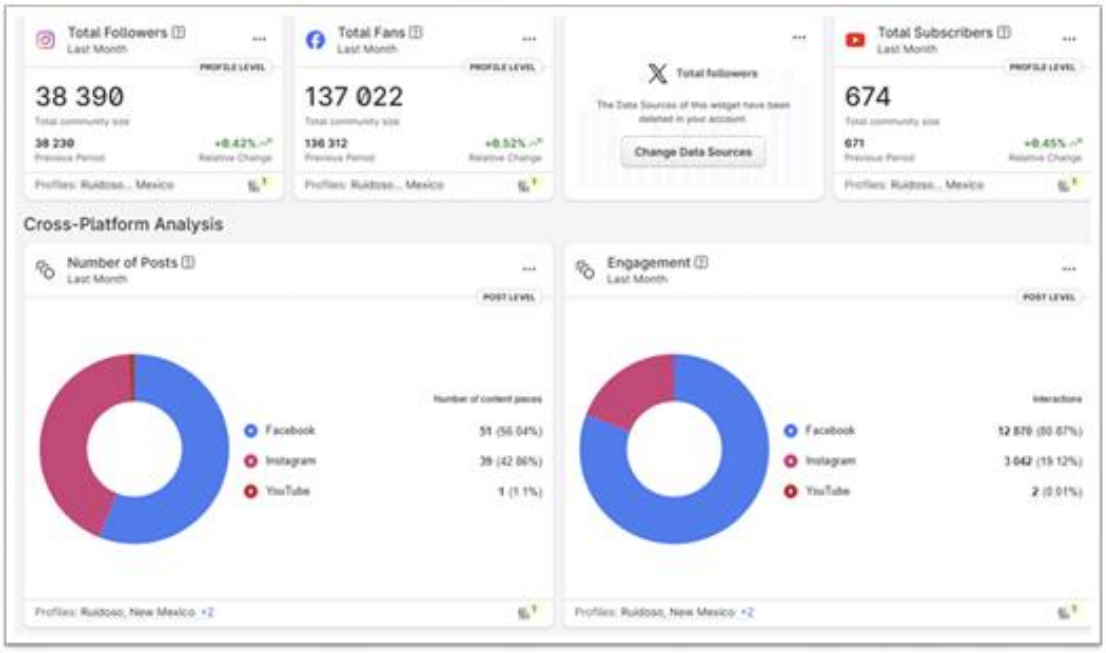
ENGAGEMENT: OCTOBER 2025

Tourism Social Sites



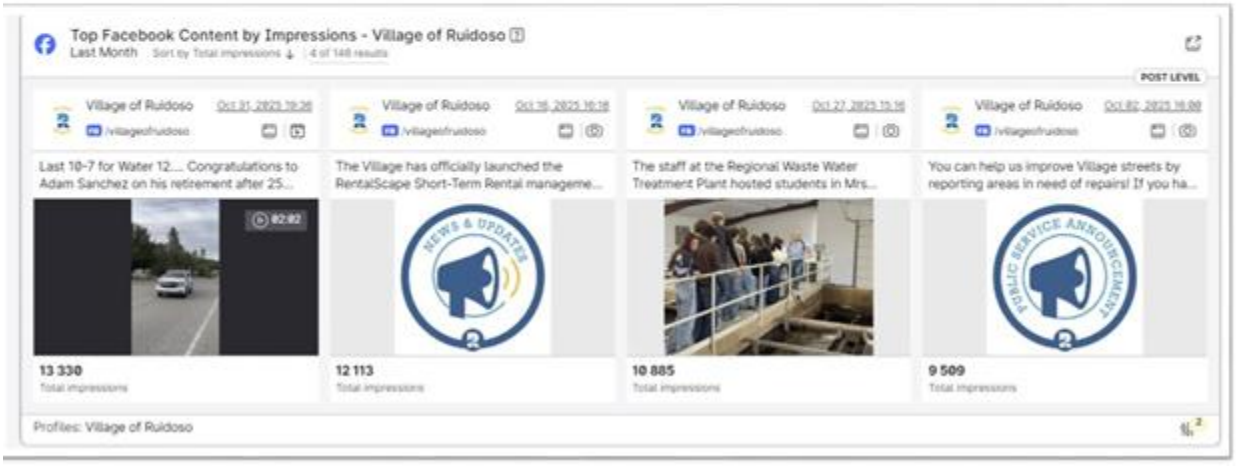
TOURISM AUDIENCES

Total community of followers on Tourism social



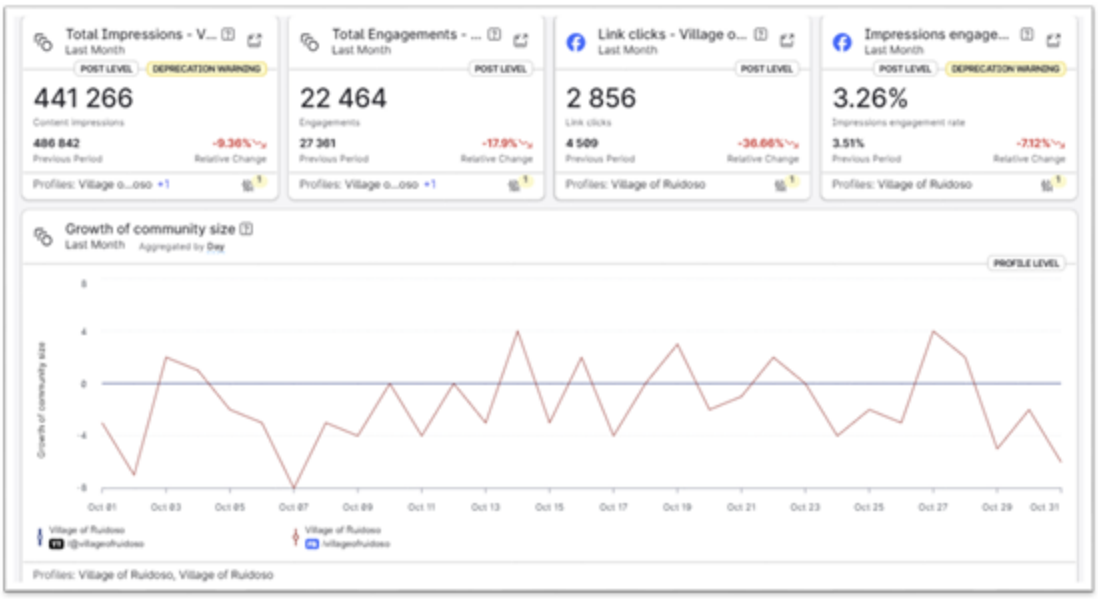
MUNICIPAL: TOP PERFORMING SOCIAL POSTS

Top performing Facebook posts in October in terms of impressions:



SOCIAL OVERVIEW: OCTOBER 2025

Municipal Social Sites



MUNICIPAL AUDIENCE

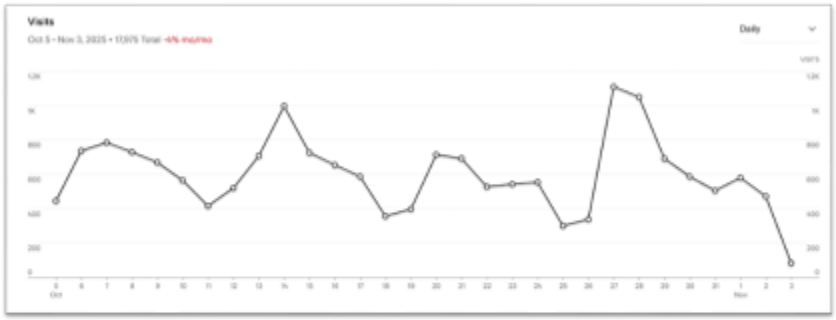
Total Community of Followers - Municipal

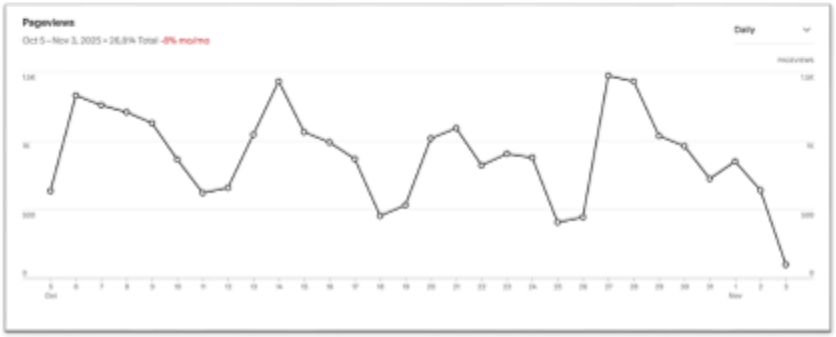
WEBSITE: TRANSLATION TOOL

We had 876 translation requests by visitors in October. In total, the tool has been used 8,929 times in the past 12 months.

The most translated page was our recently updated and optimized fall foliage guide.

WEBSITE ANALYTICS TOURISM: OCTOBER





GEOGRAPHIC STATS
TOURISM: OCTOBER

United States

United States	68,328
Texas	27,930
Unknown	24,310
New Mexico	9,527
Arizona	7,293
California	6,374
Illinois	1,848
Georgia	1,293
Michigan	1,211
Maine	868
Nebraska	796
Colorado	791

Texas continues to be our biggest audience on DiscoverRuidoso.com with El Paso driving the most traffic this month.

Texas

Texas	27,930
El Paso	11,384
Others	2,669
Lubbock	1,681
Dallas	1,158
San Antonio	1,078
Austin	1,012
Amarillo	916
Midland	867

OCTOBER SOCIAL MEDIA

OCTOBER DIGITAL

Ruidoso News Banner

Military – Ft Bliss & HAFB

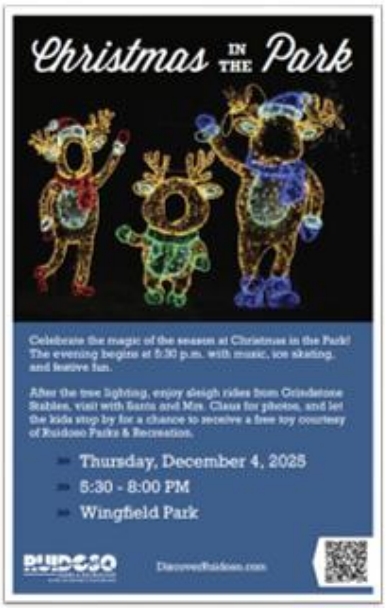
Go-NewMexico

OCTOBER BILLBOARDS

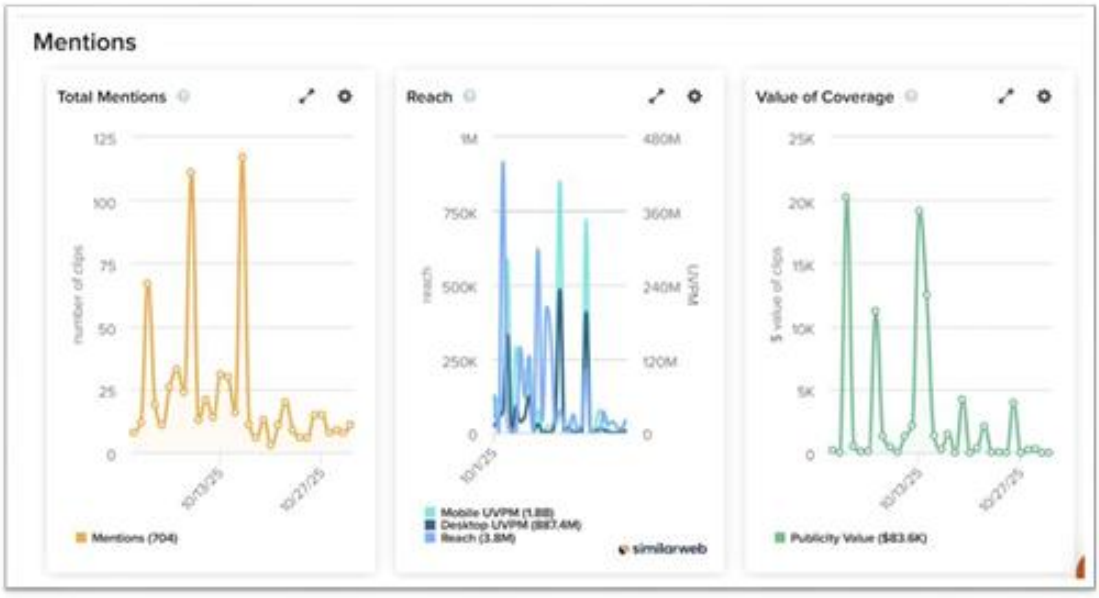
Our out-of-home advertising continues, in both El Paso and Albuquerque. We added new outdoor locations Lubbock airport, Lubbock, and Albuquerque.

OCTOBER EVENTS

UPCOMING EVENTS



PR: OCTOBER 2025



Total Mentions: Distribution of clips over time. Each clip counts as one mention

Reach: Distribution of clips over time based on their reach.

Print/broadcast is based on circulation/viewership. Online is based on unique visitors per month.

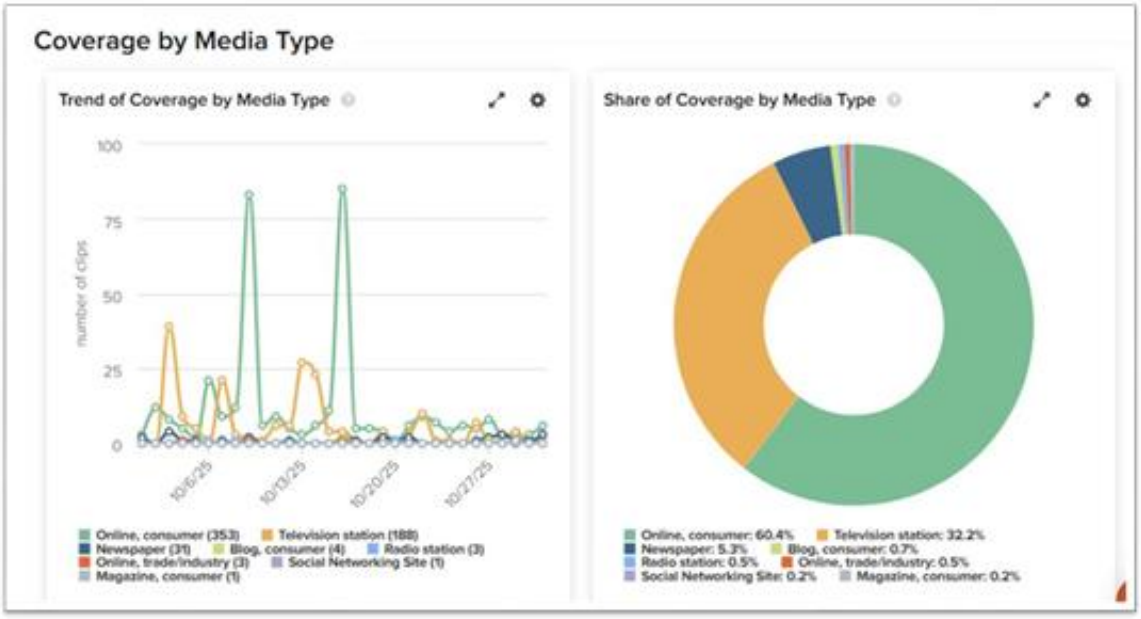
Value of Coverage: Distribution of the publicity value. Each clip's value is calculated using a formula given to each outlet.

PR: OCTOBER 2025

Sentiment Over Time: This is the distribution of sentiment tagged as positive, negative, or neutral as by calculated auto-toning.

Share of Sentiment: Breakdown of clips based on their sentiment by positive, negative, or neutral as by calculated auto-toning.

PR: OCTOBER 2025



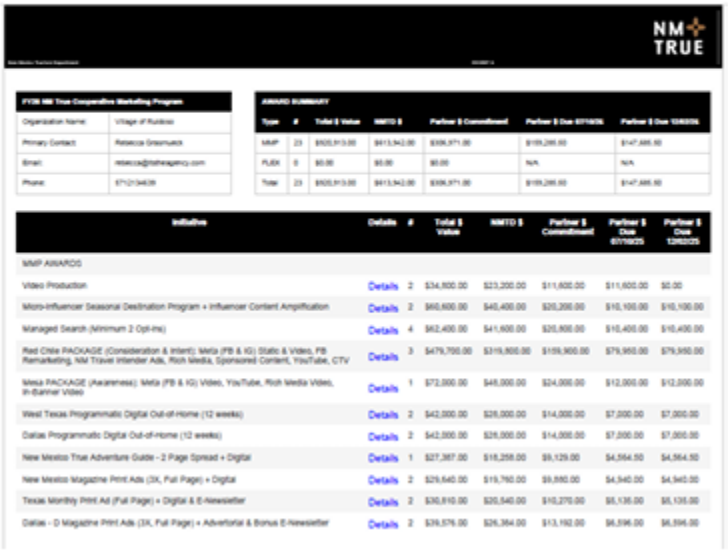
Trend of Coverage by Media Type: Distribution of the media type of all included clips. Each clip counts as one mention towards its media type.

Share of Coverage by Media Type: Breakdown of clips based on their media type.

NMTD CO-OP PROGRAM FY26

Our NMTD Co-op Award for FY26 was announced on 5/23. We received a $920,913 media buy for our FY25/26 marketing.

It is a 2:1 match, so the VOR's share is $306,971 and the NMTD matches that with a $613,942 contribution.


NM TRUE

FY26 NM True Cooperative Marketing Program	
Organization Name:	Village of Ruidoso
Primary Contact:	Rebecca Griesmyer
Email:	rebecca@tsthreagency.com
Phone:	5712134639

AWARD SUMMARY							
Type	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25	
MMP	23	$920,913.00	$613,942.00	$306,971.00	$159,285.50	$147,685.50	
FLEX	0	$0.00	$0.00	$0.00	N/A	N/A	
Total	23	$920,913.00	$613,942.00	$306,971.00	$159,285.50	$147,685.50	

Initiative	Details	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/25	Partner $ Due 12/02/25
MMP AWARDS							
Video Production	Details	2	$34,800.00	$23,200.00	$11,600.00	$11,600.00	$0.00
Micro-Influencer Seasonal Destination Program + Influencer Content Amplification	Details	2	$60,600.00	$40,400.00	$20,200.00	$10,100.00	$10,100.00
Managed Search (Minimum 2 Opt-ins)	Details	4	$62,400.00	$41,600.00	$20,800.00	$10,400.00	$10,400.00
Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, NM Travel Intender Ads, Rich Media, Sponsored Content, YouTube, CTV	Details	3	$479,700.00	$319,800.00	$159,900.00	$79,950.00	$79,950.00
Mesa PACKAGE (Awareness): Meta (FB & IG) Video, YouTube, Rich Media Video, In-Banner Video	Details	1	$72,000.00	$48,000.00	$24,000.00	$12,000.00	$12,000.00
West Texas Programmatic Digital Out-of-Home (12 weeks)	Details	2	$42,000.00	$28,000.00	$14,000.00	$7,000.00	$7,000.00
Dallas Programmatic Digital Out-of-Home (12 weeks)	Details	2	$42,000.00	$28,000.00	$14,000.00	$7,000.00	$7,000.00
New Mexico True Adventure Guide - 2 Page Spread + Digital	Details	1	$27,367.00	$18,258.00	$9,129.00	$4,564.50	$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	2	$29,640.00	$19,760.00	$9,880.00	$4,940.00	$4,940.00
Texas Monthly Print Ad (Full Page) + Digital & E-Newsletter	Details	2	$30,810.00	$20,540.00	$10,270.00	$5,135.00	$5,135.00
Dallas - D Magazine Print Ads (3X, Full Page) + Advertorial & Bonus E-Newsletter	Details	2	$39,576.00	$26,384.00	$13,192.00	$6,596.00	$6,596.00

TopHAT Awards 2025

The TopHAT Awards celebrate outstanding marketing campaigns, businesses, individuals and lodging properties that have demonstrated exceptional dedication over the past year.

We submitted entries in 9 categories and have been selected as a finalist in **ALL 9 CATEGORIES!** Winners will be announced at the awards gala in Albuquerque on November 18.

Best Digital Campaign: Still We Rise/Fire Recovery
Most Innovative Campaign: Real Ruidoso|Ruidoso Real (DiscoverRuidoso.com)
Outstanding Event: Tim Selinske Disc Golf Tournament (Dynamic Discs)
Outstanding Attraction: Backcountry Attitudes
Best New Experience: Wingfield Heritage House Museum
Supplier/Vendor of the Year: Ruidoso Together (Happy Hiker)
Hospitality Professional of the Year: Dhruv Bhakta (Elevate Hotel)
Tourism Professional of the Year: Kerry Gladden
Limited-Service Hotel of the Year: Elevate Hotel

CO-OP CREATIVE FY26

Fall co-op creative in market October 2025

WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Meter Reader Crew Completed

- Shut offs- 77
- Work Orders- 221
- Leaks- 190
- Maintenance and prv- 24

Inspectors Completed

- 263 Locates
- Worked with contractors working on projects
- Completed Fire Hydrant Meter Reads

Utility Warehouse

- Completed getting Quotes and completed orders
- Received orders
- Cleaned warehouse
- Assisted crew with leaks

Sewer Crew

- Rodded feet-6125
  - 1975 feet- Service lines
  - 4150 feet- Main lines
- Blockages- 14
  - Customer-7
  - VOR-7
- Repairs-2
  - Lines-0
  - Manhole-2
- Dye test-0
- Sewer Taps-2

Water Crew Responded and Completed

- 3-2" Galvanized lines
- 1-2" PVC line
- 1-10" transit line
- 3- 6" C-900
- 3- new Taps

WATER PRODUCTION

Tank and Reservoir Levels/Diversions Flows/Important Items for Water Production

- **Eagle Creek Diversion –** Diverting – **101 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **1600 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **32.1 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation – 6892.8 – 25.7' (from spillway)**.

- **Grindstone Reservoir** – **The level is up 17.0' from 9/11/25.**
- **Grindstone Reservoir – 691 acre-ft (10/28/25)**
- **Grindstone Reservoir Capacity – 1639.1 acre-ft (elevation – 6921.6)**
- **Grindstone Reservoir – 225,163,339 gallons (10/28/25)**
- **Grindstone Lake Temp – 52.5**
- **Alto/Grindstone Interconnect** – **Off**
- **Well Operations Plan** – Eagle Creek water (when available), NF4, NF3, NF1, Green Well, & A-1, A-2, A-3, A-4, Apple Orchard, Middle Gavilan,
  Fault, and Brown Well.
- **Little D Tank – 24.2' / 32.0' (Overflow)**
- **Country Club Tank – 31.2' / 23' (Overflow)**
- **Kyle Hawk** - Took his Water Supply 3 test on 10/20/25 and only missed it by 3 points, he will retest soon.
- **Grindstone and Alto Crest WTP's** - Gave a tour to 45 High School students on 10/24.

Plant #4

- Grindstone Tank level (3 million) = **47.8' / 51.9' (Overflow)** (10/28/25).
- Raw Water - **573,000 gallons** (10/28/25).
- Water produced - **546,000 gallons** (10/28/25).
- Completed monthly fire extinguisher inspections at plant 4 on 10/25.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 26.5%.
- Generator test (without load) is every Wednesday at 9:00 a.m.
- Generator test (with load) is once a month on the first at 9:00 a.m.
- Continuing weed maintenance and plant cleanup.
- Crews painted pipes and floors, worked on safety items, and inhouse cleanup.

Plant #3

- West Alto Tank level (5 million each) = **56.9.' / 57.8' (Overflow)** (9/20/25).
- East Alto Tank level (5 million each) = Drained for rehab.
- Water production – **995,000 gallons** (10/28/25).
- Raw water to plant – **947,000 gallons** (10/28/25).
- Alto Lake to Plant 3 – **0 gpm**
- Completed monthly fire extinguisher inspections at plant 3 on 10/25.
- Eagle Creek flow - **101 gpm**.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 13.5% reduction.
- Working on weed maintenance and cleanup at wells, tanks, and booster stations.
- Crews worked on safety items, painted pipes, organized and cleaned up the inside of the WTP.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.
- Completed monthly fire extinguisher inspections at all pumphouses in 10/25.
- Monitoring PRV's daily and repairing as needed.
- Completed physical PRV checks on all critical PRV's for October 2025.
- Wells are being rotated and shut down when adequate surface water is available.
- Monitoring water level above the well pumps.
- The VFD at Cherokee Well was installed and operational.
- Maintenance Crews are cutting weeds at the storage tanks and at the wells.

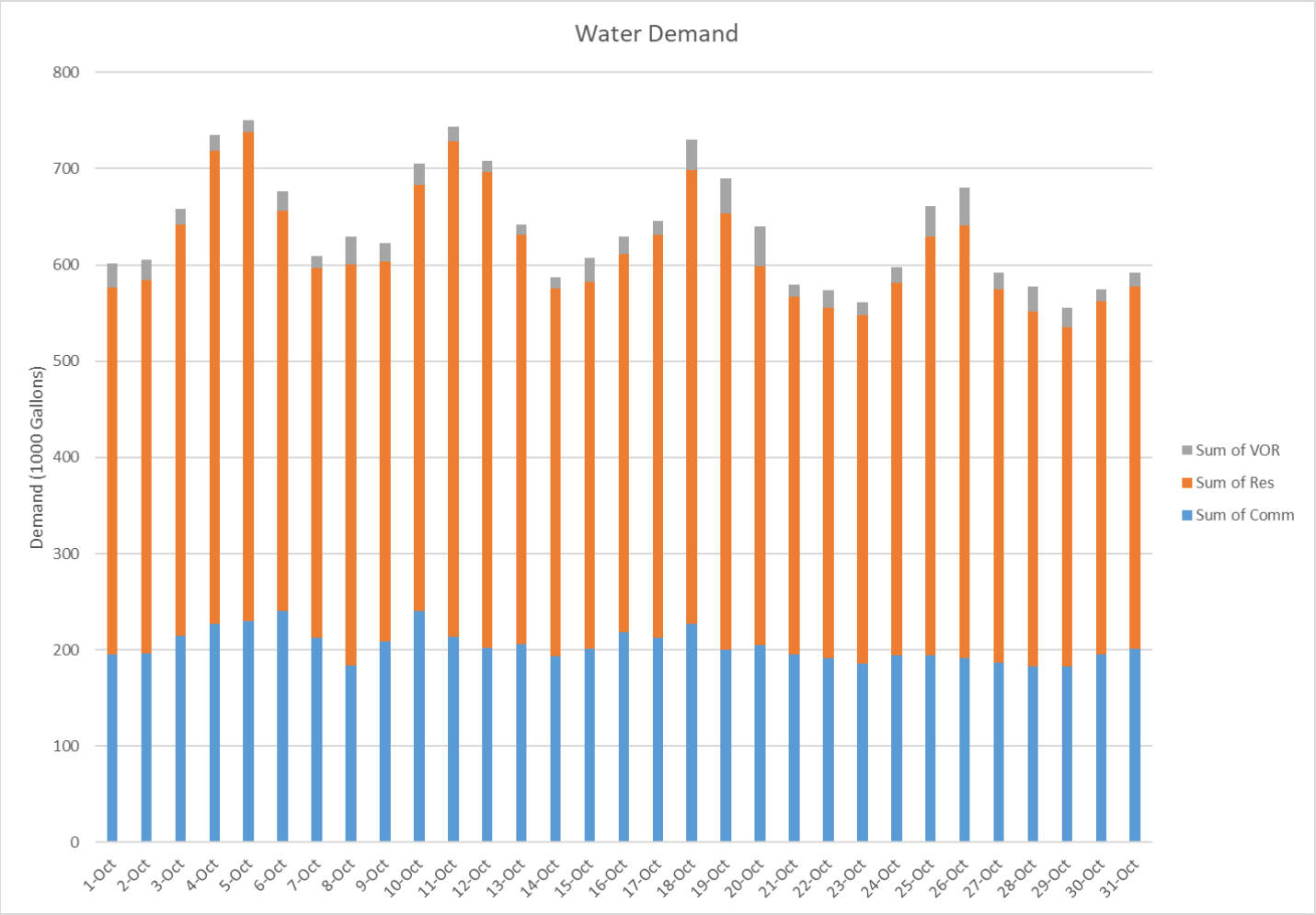
Projects.

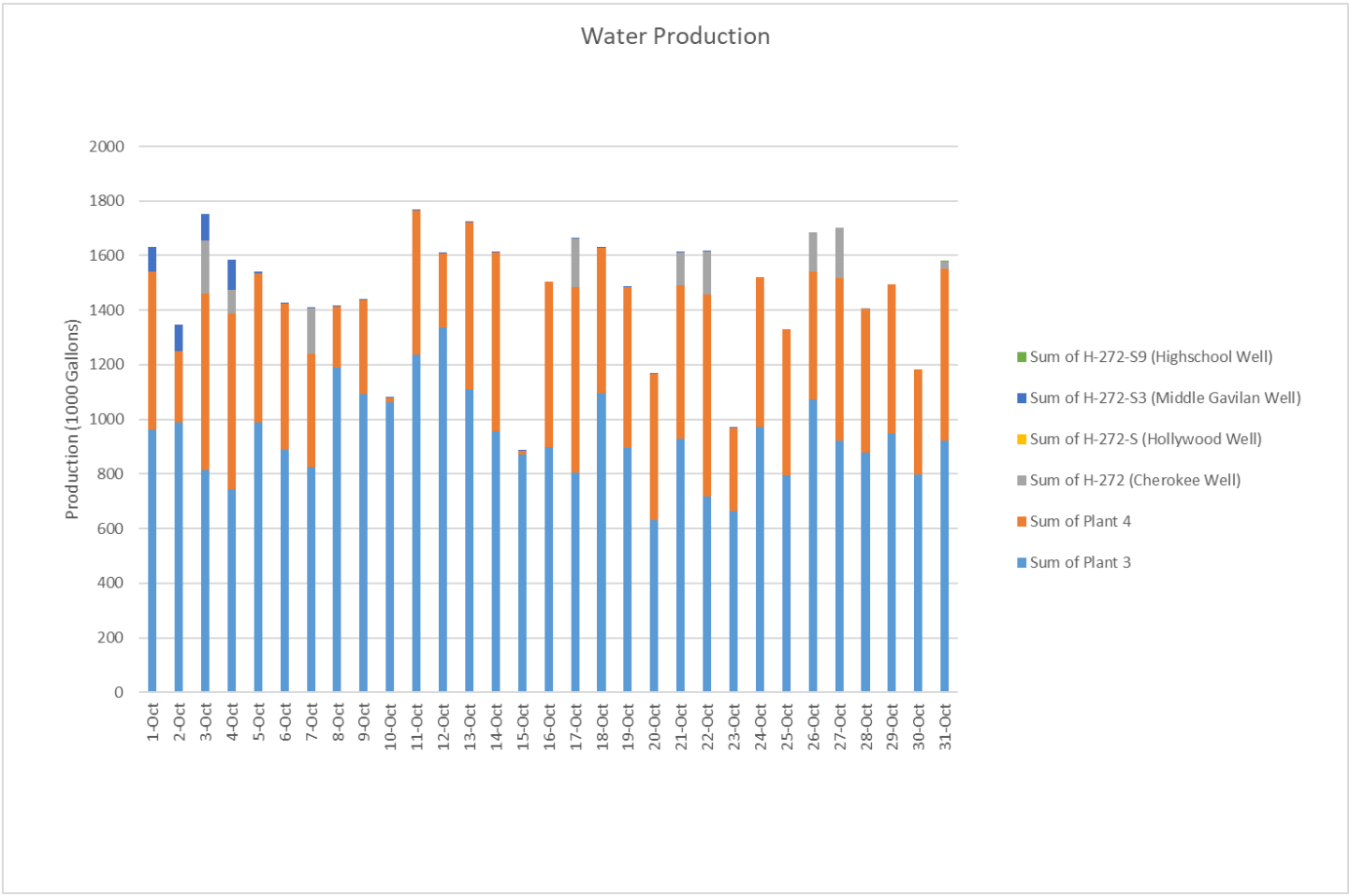
- Tank Rehabilitation Project – D&R Tank will finish applying the outside coating to the East Tank the week of 11/1/25.
- UPD – Mountain Electric is working on restoring the power to the diversion, waiting on PNM.
- UCD - Mountain Electric demoed the wiring and electric box on 10/31/25.
- Tank Rehabilitation Phase 2 – SMA completed the survey and is working on record drawings.
- Alto Lake Dam spillway and routing analysis – Submitted the Task Order No.1 to AECOM for review.

NMED/EPA/OSE

- Completed (20) Bac-T sampling for October.
- Completed October TOC samples for plant 3 & 4.
- Completed October SUVA samples.
- Submitted October MOR to NMED on 9/08/2025.
- Submitted Seepage data to NMOSE- DSB on 9/10/2025.

WATER RESOURCE





WINGFIELD HERITAGE HOUSE MUSEUM

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Michael Martinez, Deputy Village Manager
Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Update on 603 Mechem Project

Item Summary:

Update on 603 Mechem Project

Financial Impact:

None

Item Discussion:

Update on 603 Mechem Project

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 3.

To:

Presenter(s): Matthew Baird, Parks and Recreation Director
David Tetreault, Assistant Parks and Recreation Director

Meeting Date: November 10, 2025

Re: Update on Upcoming Parks and Recreation Holiday Activities

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Item Summary:

Update on Upcoming Parks and Recreation Holiday Activities

Financial Impact:

None

Item Discussion:

Update on Upcoming Parks and Recreation Holiday Activities

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 1.

To:

Presenter(s): Judi Starkovich, Finance Director

Meeting Date: November 10, 2025

Re: Public Hearing for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of $1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

Item Summary:

Public Hearing for Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of $1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

Financial Impact:

The proposed Ordinance would yield approximately $1,450,000.00 (after expenses) in funding for water infrastructure projects. Funds are segregated in the GO Bond Capital Projects Fund (#302).

Item Discussion:

On March 5, 2024, the Citizens of the Village of Ruidoso (the Village) elected to continue the issuance of general obligation bonds in an amount not to exceed $3,000,000.00 to fund water infrastructure projects with payback of the debt secured by Ad Valorem (property) Taxes.

The Ordinance would authorize professionals to act on behalf of the Village in relation to the issuance of the bonds and directs the Village Manager and Village Clerk to take necessary action in connection with the issuance of the bonds.

This Ordinance also Provides that the Series 2025 Bonds will be payable from Ad Valorem Taxes Levied without Limit as to Rate or Amount; Establishing the Maturity Dates, Rates of Interest, Redemption Features, and Price with Respect to such Bonds; Prescribing Other Details Concerning the Bonds and Tax Proceeds, including but not Limited to Covenants and Agreements in connection therewith and the Form, Terms, Conditions, and Manner of Execution of the Bonds; Ratifying all Action previously taken in connection therewith; and Repealing Ordinances in Conflict Herewith.

Recommendations:

To Approve Adoption of Ordinance 2025-06, an Ordinance Authorizing the Issuance of the Village of Ruidoso, New Mexico General Obligation (GO) Bonds, Series 2025, in the Aggregate Principal Amount of $1,500,000.00 for the Purpose to Enlarge, Improve, and/or Extend the Production and Distribution Components of the Village's Water System Providing that the Series 2025 Bonds will be Payable from Ad Valorem Taxes Levied on all Taxable Property within the Village.

ATTACHMENTS:
Bond Ordinance (Final) (W5502575x7A92D).pdf

STATE OF NEW MEXICO)
COUNTY OF LINCOLN) ss.
VILLAGE OF RUIDOSO)

The Village Council (the "Council") of the Village of Ruidoso (the "Village"), in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the Village, in the Village Hall, 313 Cree Meadows Drive, Ruidoso, New Mexico, being the regular meeting place of the Council, at 1:00 p.m., on Monday, November 10, 2025, at which time there were present and answering the roll call the following members:

Mayor:

Councilors:

Absent:

Thereupon the following proceedings, among others, were taken at such meeting. There was officially filed with the Village Clerk, the Mayor and each Councilor, a copy of an ordinance in final form, which is as follows:

ORDINANCE NO. 2025-06

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $1,500,000 FOR THE PURPOSE TO ENLARGE, IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION COMPONENTS OF THE VILLAGE'S WATER SYSTEM; PROVIDING THAT THE SERIES 2025 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2025 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT AND THE SALE CERTIFICATE; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Village of Ruidoso, New Mexico is a legally and regularly created, established, organized and existing municipality under the general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the Village on the 5th day of March, 2024, the electors of the Village authorized the Village Council to contract bonded indebtedness on behalf of the Village and upon the credit thereof by issuing general obligation bonds of the Village to secure funds for the following purpose in the following amount:

Purpose:	Amount Authorized At Election	Amount Previously Issued	Amount To Be Issued
Securing funds for the purpose of enlarging, improving and/or extending the production and distribution components of the Village's water system.	$3,000,000	$1,500,000	$1,500,000

WHEREAS, the Council has determined, and does hereby determine, that it is necessary and in the best interest of the Village and the residents thereof that $1,500,000 of the general obligation bonds authorized at the election be issued at this time; and

WHEREAS, the Council determines that the issuance of the Series 2025 Bonds to finance the cost of enlarging, improving and/or extending the production and distribution components of the Village's water system, as more fully provided in this Ordinance, will benefit the Village and shall provide for the public health, peace and safety of the Village and its residents; and

WHEREAS, the Council has determined and does hereby determine that the Bonds shall be issued under the authority of the New Mexico Constitution and applicable law as hereinafter set forth, and desires to fix the form and details of the Bonds and to provide for the levy of taxes for the payment of the principal of and interest on the Bonds; and

WHEREAS, the Council determines that it is in the best interest of the City and its residents to sell the Series 2025 Bonds to the Purchaser at the sale price, and on the terms set forth in this Bond Ordinance, the Sale Certificate, and the Bond Purchase Agreement; and

WHEREAS, pursuant to Sections 6-14-8 through 6-14-11 NMSA 1978, as amended (the "Supplemental Public Securities Act"), the Council is authorized to adopt an ordinance delegating to one or more of its members, Village officers, or Village employees the authority to sign a contract for the purchase or sale of public securities or to accept a binding bid for public securities and to determine the sale for public securities to be issued so long as such sale is within the parameters established by an authorizing ordinance adopted in conformity with the Supplemental Public Securities Act; and

WHEREAS, in order to, among other things, allow the Village flexibility in setting the pricing date of the Series 2025 Bonds and optimize interest rates for the Village, the Council desires to grant to the Mayor, Manager, Finance Director or any other employee of the Village when designated by a certificate signed by the Mayor (collectively, the "Designated Officers"), the authority (a) to determine any or all of the following terms of the Series 2025 Bonds: (i) the interest and principal payment dates, (ii) the principal amounts, denominations, and maturity dates, (iii) the sale prices, (iv) the interest rates, (v) the interest payment periods, (vi) the redemption and tender provisions, (vii) the procurement of municipal bond insurance and any related covenants or agreements, (viii) the creation of any capitalized interest or debt service reserve funds, including the size and funding of such funds, and (ix) the amount of underwriting discount, if any; and (b) to make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Bond Ordinance, provided such terms do not exceed the parameters set forth for such terms in this Bond Ordinance (the "Parameters," as further described herein); and

WHEREAS, the Village will approve the specific terms of the sale of the Series 2025 Bonds in the Sale Certificate; and

WHEREAS, all required authorizations, consents and approvals of any governmental body, agency or authority in connection with (i) the general obligation pledge for the payment of the Bonds, and (ii) the authorization, execution and delivery of the Bonds, which are required to have been obtained by the date on which this Ordinance is adopted have been obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance and any ordinance or resolution amendatory hereof or supplemental hereto, or relating hereto:

"Authorized Officer" means the Mayor, Manager, Finance Director, Clerk or other officer or employee of the Village when designated by a certificate signed by the Mayor of the Village from time to time.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized as bond counsel.

"Bond Purchase Agreement" means the agreement between the Village and the Purchaser providing for the sale by the Village and the purchase by the Purchaser of the Bonds.

"Bonds" and "Series 2025 Bonds" means the "Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025" authorized by this Ordinance.

"Code" means the Internal Revenue Code of 1986, as amended, including, when appropriate, the statutory predecessor of the Code, and all applicable regulations whether proposed, temporary or final, including regulations issued and proposed pursuant to the statutory predecessor of the Code, and, in addition, all official rulings and judicial determinations applicable to the Bonds, and under the statutory predecessor of the Code and any successor provisions to those sections or regulations.

"Council" means the Village Council of the Village.

"Expenses" means the reasonable and necessary fees, costs and expenses incurred by the Village with respect to the issuance of the Bonds, including the fees, premiums, compensation, costs and expenses paid or to be paid to the Purchaser and attorney and municipal advisor fees.

"Federal Securities" means direct obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Fiscal Year" means the 12 months beginning on the first day of July of each calendar year and ending on the last day of June of the next calendar year, but it may mean any other 12-month period which any appropriate authority may hereafter establish for its Fiscal Year.

"Independent Accountant" means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State appointed and paid by the Village who (i) is or are, in fact, independent and not under the domination of the Village, (ii) does not have any substantial interest, direct or indirect, with the Village, and (iii) is not connected with the Village as an officer or employee of the Village,

but who may be regularly retained to make annual or similar audits of the books or records of the Village, and includes the New Mexico State Auditor.

"Insured Bank" means a bank which is a member of the Federal Deposit Insurance Corporation.

"Interest Payment Date" means June 1 and December 1 in each year beginning as specified in the Sale Certificate.

"Outstanding" when used with reference to the Bonds and as of any particular date, means all Bonds theretofore executed by the Village and authenticated by the Registrar except: (i) any Bonds cancelled or fully paid on or before such date; (ii) any Bond in lieu of on in substitution for which another Bond has been delivered pursuant to this Ordinance; (iii) any Bond for the payment or redemption of which funds or securities in the necessary amount have theretofore been deposited with the Paying Agent (whether upon or prior to the maturity or redemption date of such Bond); and (iv) for the sole purpose of determining the percentage of Owners consenting to any amendment to this Ordinance or authorizing the exercise of any remedy hereunder, any Bonds owned by the Village. For all other purposes, Bonds owned by the Village which are not described in clauses (i), (ii) or (iii) shall be treated as Outstanding.

"Owner" means the registered owner of any Bond.

"Paying Agent" means the Finance Director (or successor in function) of the Village, as agent for the Village for the payment of the principal of and interest and premium, if any, on the Bonds.

"Payment Date" means any date upon which any payment of principal of or interest on any Bond is scheduled to be made.

"Permitted Investments" means securities which are at the time legal investments of the Village for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) direct obligations of, or obligations fully guaranteed by the United States of America or instruments evidencing ownership interests in those obligations or in specified portions of the principal of or interest on those obligations; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the two highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"Project" means enlarging, improving and/or extending the production and distribution components of the Village's water system.

"Purchaser" means the purchaser of the Series 2025 Bonds as specified in the Sale Certificate.

"Registrar" means the Finance Director (or successor in function) of the Village, as registrar and transfer agent for the Bonds.

"Regular Record Date" means the 15th day of the calendar month (whether or not a business day) immediately preceding each regularly scheduled interest payment date on the Bonds.

"Sale Certificate" means one or more certificates executed by the Mayor, Manager or Finance Director dated on or before the date of delivery of the Series 2025 Bonds, setting forth the following final terms of the Series 2025 Bonds: (i) the interest and principal payment dates; (ii) the principal amounts, denominations and maturity amortization; (iii) the sale prices; (iv) the interest rate or rates; (v) the interest payment periods; (vi) the redemption and tender provisions; (vii) the creation of any capitalized interest fund or a debt service reserve account, including the size and funding of such fund(s); (viii) the amount of underwriting discount, if any; and (ix) the final terms of agreements, if any, with agents or service providers required for the purchase, sale, issuance and delivery of the Series 2025 Bonds, all subject to the parameters and conditions contained in this Bond Ordinance; provided that in no event shall the Sale Certificate specify a net effective interest rate on the Bonds in excess of the statutory maximum of ten percent (10%) per annum.

"Series Date" means the date of original issuance of each series of Bonds.

"Special Record Date" means a special date fixed to determine the names and addresses of registered owners of the Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest thereon, all as further provided in Section 6(b).

"State" means the State of New Mexico.

"Village" means the municipal body corporate and politic known as the Village of Ruidoso, New Mexico.

Section 2. Ratification. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Council and officers of the Village directed toward the Project, and toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

Section 3. Authorization of Project. The Project and the method of financing the Project are hereby authorized and ordered at a total cost estimated not to exceed the amount of the Bond proceeds and any investment earnings thereon, excluding any such cost defrayed or to be defrayed by any source other than Bond proceeds. The Project is found and declared to be necessary.

Section 4. Findings. The Council hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available for the Project from all sources other than the issuance of general obligation bonds are not sufficient to defray the cost of the Project.

B. The full faith and credit of the Village may lawfully be pledged to secure the payment and redemption of the Bonds.

C. The issuance of the Bonds pursuant to the Act, to provide funds for the

financing of the Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the Village.

D. The net effective interest rate on the Bonds shall be less than 10% per annum, the maximum rate permitted by State law as specified in the Sale Certificate.

E. The Project is needed to meet the needs of the Village and its residents and will be acquired and constructed with the proceeds of the Bonds.

Section 5. Authorization of Bonds. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Council. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Village, it is hereby declared necessary that the Village, pursuant to the Act, issue its negotiable, fully registered, general obligation bonds to be designated "Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025," in the aggregate principal amount not to exceed $1,500,000. The issuance, sale and delivery of the Bonds are hereby authorized. The negotiated sale of the Series 2025 Bonds to the Purchaser shall be approved in the Sale Certificate and Bond Purchase Agreement, if any. The underwriter's discount on the Bonds shall not exceed 3% of the aggregate principal amount of the Bonds. The final maturity of the Series 2025 Bonds shall be no later than June 1, 2038.

Section 6. Bond Details.

A. Basic Details. The Series 2025 Bonds shall be issuable in the denomination of $5,000 or any denomination which is an integral multiple of $5,000 and shall bear interest on the basis of a 360-day year and twelve 30-day months from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date until maturity or prior redemption, payable semiannually on June 1 and December 1 of each year in the years, amounts and interest rates as set forth in the Sale Certificate.

B. Payment. The principal of and any prior redemption premium applicable to any Bond shall be payable to the Owner thereof as shown on the registration books kept by the Registrar (which is appointed as registrar and paying agent for the Bonds), upon maturity or prior redemption thereof. If any Bond shall not be paid at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem any Bond pursuant to Section 7, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on any Bond shall be made to the registered owner thereof as of the Regular Record Date by check or draft mailed by the Paying Agent, on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), to the Owner thereof on the Regular Record Date at such Owner's address as it last appears on the registration books kept by the Registrar on the Regular Record Date (or by such other arrangement as may be mutually agreed to by the Paying Agent and any registered owner on such Regular Record Date). All such payments shall be made in lawful money of the United States of America. The person in whose name any Bond is registered at the close of business on any Regular Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Regular

Record Date and prior to such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name any Bond is registered at the close of business on a Special Record Date fixed by the Paying Agent for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for defaulted interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the Owners of the Bonds as of a date selected by the Paying Agent, stating the Special Record Date and the date fixed for the payment of such defaulted interest.

Section 7. Prior Redemption. The Series 2025 Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated maturities at the redemption price(s) and on the dates established in the Sale Certificate.

Notice of redemption shall be given by the Registrar by electronic means or by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of each Bond, or portion thereof, to be redeemed at the address shown as of the close of business of the Registrar on the fifth day prior to giving notice on the registration books kept by the Registrar. The Village shall give notice of optional redemption of the Bonds to the Registrar at least forty-five (45) days prior to the redemption date (unless such deadline is waived by the Registrar). The Registrar's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices of redemption shall specify the maturity dates and the number or numbers of the Bonds to be redeemed, the amount of such Bond to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner hereinbefore provided, the Bond or Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem all Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption with funds deposited with the Paying Agent by the Village.

Section 8. Negotiability. Subject to the provisions specifically made or implied herein, the Bonds shall be fully negotiable, and shall have all the qualities of negotiable paper, and the Owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 9. Execution.

A. Method of Execution. Each Bond shall be executed by the manual or facsimile signature of the Mayor under the seal of the Village; each Bond shall be executed and attested with the manual or facsimile signature of the Village Clerk; and each Bond shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. The Bonds bearing the manual or facsimile signatures of the officers in office at the

time of the authorization thereof shall be the valid and binding obligations of the Village (subject to the requirement of authentication by the Registrar) notwithstanding that before the delivery thereof and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose manual or facsimile signatures appear thereon shall have ceased to fill their respective offices.

B. Certificate of Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 10. Registration, Transfer, Exchange, Replacement and Cancellation.

A. Registration Books; Transfer and Exchange. Books for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bonds at the office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the office of the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations. The Registrar shall authenticate and deliver a Bond or Bonds that the Owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the Owner or any transferee, but the Registrar may require the payment by the Owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. When Transfer or Exchange Not Required. The Registrar shall not be required: (i) to transfer or exchange all or a portion of any Bond subject to prior redemption during the period of 15 days next preceding the mailing of notice to the Owners calling any Bonds for prior redemption pursuant to Section 7; or (ii) to transfer or exchange all or a portion of a Bond after the mailing to registered owners of notice calling such Bond or portion thereof for prior redemption.

C. Payment to Registered Owners. The person in whose name any Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest as is provided in Section 6(B), and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the Owner thereof or the Owner's legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement Bonds. If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it may reasonably require, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond has matured, the Paying Agent may pay such Bond in lieu of replacement.

E. Delivery of Bond Certificates to Registrar. The officers of the Village are authorized to deliver to the Registrar fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar pending use as herein provided.

F. Cancellation of Bonds. Whenever any Bond is surrendered to the Paying Agent or Registrar upon payment thereof, or for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Paying Agent or the Registrar, as the case may be, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or the Registrar, as the case may be, to the Village.

Section 11. General Obligation Bonds. The Bonds shall constitute the general obligation debt of the Village, payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount. The full faith and credit of the Village shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 12. Forms of Bonds, Certificate of Authentication and Assignment. The Bonds and the related Certificate of Authentication and Form of Assignment shall be in substantially the following forms:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO
VILLAGE OF RUIDOSO
GENERAL OBLIGATION BONDS, SERIES 2025

No. R-___ $_____

Interest Rate	Maturity Date	Series Date
_____% per annum	June 1, 20__	_____, 2025

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Village of Ruidoso, New Mexico (the "Village"), for value received, promises to pay to the registered owner named above, or registered assigns, on the Maturity Date specified above (unless this bond, if subject to prior redemption, shall have been called for prior redemption in which case on such redemption date), the Principal Amount stated above, in lawful money of the

United States of America, and to pay to the registered owner hereof as of the Regular Record Date, being the 15th day of the calendar month immediately preceding each regularly scheduled interest payment date, as defined in Ordinance No. 2025-06, adopted on November 10, 2025, as supplemented by the Sale Certificate (which authorizes this bond and which is referred to herein as the "Bond Ordinance"), by check or draft mailed to such registered owner, on or before each interest payment date as hereinafter provided (or, if such interest payment date is not a business day, on or before the next succeeding business day without accruing any additional interest), at his address as it last appears on the Regular Record Date on the registration books kept for that purpose by the Finance Director (or successor in function) of the Village as registrar for the bonds (the "Registrar" and "Paying Agent") or by such other arrangement as may be agreed to by the Paying Agent and the registered owner hereof, interest on said sum in lawful money of the United States of America from the Series Date specified above or the most recent interest payment date to which interest has been fully paid or duly provided for in full (as more fully provided in the Bond Ordinance) until maturity at the per annum Interest Rate specified above (subject to adjustment as provided herein), calculated on a 30/360 basis, payable on June 1, 2026 and semiannually thereafter on June 1 and December 1 in each year. Any such interest not so timely paid or duly provided for shall cease to be payable to the registered owner as of the Regular Record Date and shall be payable to the registered owner as of a Special Record Date (as defined in the Bond Ordinance), as further provided in the Bond Ordinance. If at or after maturity or on a designated prior redemption date on which the Village may have exercised its right to prior redeem this bond pursuant to the Bond Ordinance, payment of this bond is not made as herein provided, interest hereon shall continue at the rate herein designated until the principal hereof is paid in full.

This Bond is subject to payment on June 1 in each of the years and principal amounts stated below at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. As and for the redemption of this Bond, the Village shall cause to be deposited in the interest and sinking fund a sum which is sufficient to redeem (after credit as provided below) the following principal amounts of this Bond plus accrued interest to the sinking fund redemption date:

(JUNE 1)	PRINCIPAL	INTEREST

The bonds of the series of which this bond is a part (the "Bonds") maturing on or after June 1, 20__ are subject to prior redemption at the option of the Village in one or more units of principal of $5,000 on and after June 1, 20__, in whole or in part at any time in such order of maturities as the Village may determine (and by lot if less than all of the Bonds of such maturity is called, such selection by lot to be made by the Registrar in such manner as it shall consider appropriate and fair), for the principal amount of each $5,000 unit so redeemed, accrued interest thereon to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar in the manner and upon the conditions provided in the Bond Ordinance.

Notice of redemption of this bond will be given by providing at least thirty (30) days prior notice by electronic means or by first-class postage prepaid mail to the owner hereof at the address shown on the registration books as of the fifth day prior to the mailing of notice as provided in the Bond Ordinance. Notices of redemption will specify the number or numbers and maturity date of the Bonds to be redeemed, the date fixed for redemption, the amount of such Bond to be redeemed, and shall further state that on such redemption date there will become and be due and payable upon each Bond to be redeemed at the office of the Paying Agent the principal amount thereof plus accrued interest to the redemption date and that from and after such date, the redemption amount having been deposited and notice having been given, interest will cease to accrue.

The Bonds are fully registered (i.e., registered as to payment of both principal and interest), and are issuable in the denomination of $5,000 or any denomination which is an integral multiple of $5,000 (provided that no bond may be in a denomination which exceeds the principal coming due on any maturity date and no individual bond shall be issued for more than one maturity).

This bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon such transfer a new fully registered bond of authorized denomination or denominations of the same aggregate principal amount and maturity shall be issued to the transferee in exchange for this bond, subject to such terms and conditions as set forth in the Bond Ordinance. The Village, the Paying Agent and the Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This bond is one of a series of bonds designated "Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025" of like tenor and date, except as to interest rate, number and maturity, authorized for the purpose to (1) enlarge, improve and/or extend the production and distribution components of the Village's water system, and (2) pay costs of issuance of the Bonds.

This bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of New Mexico.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the Village is hereby irrevocably pledged. The Village Council has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

The Village covenants and agrees with the registered owner of this bond and with each and every person who may become the registered owner hereof that it shall keep and perform all of the covenants of the Bond Ordinance.

This bond is subject to the conditions, and every registered owner hereof by accepting the same agrees with the obligor and every subsequent registered owner hereof that the principal of and the interest on this bond shall be paid, and this bond is transferable, free from, and without regard to any equities between the obligor and the original or any intermediate registered owner hereof for any set-offs or cross-claims.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the Council and officers of the Village in the issue of this bond; and that it is issued pursuant to and in strict conformity with the Constitution and laws of the State of New Mexico, particularly Sections 3-30-1 through 3-30-9 NMSA 1978, the provisions of Sections 6-15-1 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto.

This bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, the Village of Ruidoso, New Mexico has caused this bond to be signed, subscribed, and executed, and attested with the manual or facsimile signatures of the Mayor and the Village Clerk, respectively; and has caused its corporate seal to be affixed hereon, all as of the Series Date.

VILLAGE OF RUIDOSO, NEW MEXICO

By_____
Mayor

(SEAL)

ATTEST

By_____
Village Clerk

(Form of Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This is one of the bonds described in the within-mentioned Bond Ordinance, and this bond has been duly registered on the registration books kept by the undersigned as Registrar for such Bonds.

FINANCE DIRECTOR (OR SUCCESSOR IN FUNCTION) OF THE VILLAGE OF RUIDOSO, NEW MEXICO, as Registrar

By _____
Authorized Officer

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT

For value received, _____ hereby sells, assigns and transfer unto _____ the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of the Registrar, with full power of substitution in the premises.

Signature Guaranteed:

_____

_____

Name and Address of Transferee:

_____

_____

Dated: _____

Social Security Number or
Other Tax Identification Number: _____

(End of Form of Assignment)

(End of Form of Bond)

Section 13. Delivery of Bonds and Initial Registration. When the Bonds have been duly executed, authenticated, registered and sold, the Village shall deliver them to the Purchaser on receipt of the agreed purchase price. The Registrar shall initially register the Bonds in the name of the Purchaser.

Section 14. Disposition of Proceeds. The funds realized from the sale of the Bonds shall be applied solely to the specified purposes for the Bonds, but the purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the Village, or any of its officers, of any of the funds derived from the sale thereof.

Section 15. Levy of Taxes; Payment of Bonds. In order to pay the principal of and interest on the Bonds as they become due and, at the option of the Village, to reimburse the general fund or other funds for the payment of principal of or interest on the Bonds for which property taxes were not available, there shall be an annual assessment and levy upon all of the taxable property of the Village subject to taxation which provides an amount sufficient to pay the principal of and the interest on the Bonds as they become due and payable. However, the Village may, at its option, apply any other funds lawfully available for the purpose to the payment of principal or interest on the Bonds as they become due, and the levies required by this Section may be reduced to the extent other revenues are or will be available and used for payment of the Bonds. To the extent property taxes are not available for the purpose, the principal of and interest accruing on the Bonds shall be paid from the Village's general fund or from any other fund lawfully available for that purpose. The taxes shall be assessed, levied and collected annually at the time and in the manner as other Village taxes are assessed, levied and collected. Annually, the Village Council shall take all reasonable action to insure the levy and collection of taxes by the governmental

authority charged with legal responsibility to levy and collect taxes in amounts sufficient at the time to pay the principal of and interest on the Bonds. The money produced by the levy of taxes provided in this Section to pay the principal of and interest on the Bonds is appropriated for that purpose and that amount shall be included in the annual budget adopted and passed by the Village Council each year. The taxes collected shall be maintained in an interest and sinking fund, which is hereby created, and kept for and applied only to the payment of the principal of and interest on the Bonds when due and as otherwise required or permitted by law.

Section 16. Delegated Powers. The Mayor and other Authorized Officers of the Village be and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the publication of the summary of ordinance set out in Section 30 of this Ordinance (with such changes, additions and deletions as they may determine), the distribution of material relating to the Bonds, the printing of the Bonds and the execution and delivery of the Bond Purchase Agreement, if any, and of such certificates as may be required by the Purchaser, the Bond Purchase Agreement, or bond counsel.

Pursuant to the Supplemental Public Securities Act, Sections 6-14-8 through 6-14-11, NMSA 1978, the Mayor, Manager and Finance Director are each hereby delegated authority to execute the Bond Purchase Agreement and the Sale Certificate and to determine any or all of the final terms of the Series 2025 Bonds, subject to the parameters and conditions contained in this Bond Ordinance. The Mayor, Manager or Finance Director shall present the Sale Certificate to the Council in a timely manner, before or after delivery of the Series 2025 Bonds, at a regularly scheduled public meeting of the Council.

Section 17. Events of Default. Each of the following events is an "Event of Default":

A. Nonpayment of Principal. Any payment of the principal of any of the Bonds is not made when due and payable at maturity, by proceedings for prior redemption, or otherwise.

B. Nonpayment of Interest. Any payment of any installment of interest on the Bonds is not made when the same becomes due and payable or within 30 days thereafter.

C. Default of any Provision. Any failure by the Village to observe or perform any covenant, condition or agreement on its part to be observed or performed (other than as referred to in Section 17(A) or Section 17(B)), which failure continues for a period of 60 days after written notice specifying the failure and requesting that it be remedied has been given to the Village by the Owners of 25% in principal amount of the Bonds then Outstanding.

D. Bankruptcy or Insolvency of Village. (1) The Village shall (a) apply for or consent to the appointment of or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Village or of all or a substantial part of its property, (b) commence a voluntary case under the Federal Bankruptcy Code, or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, or reorganization or (2) a proceeding or case shall be commenced, without application or consent of the Village, in any court of competent jurisdiction seeking (a) the liquidation, reorganization, dissolution, winding-up or adjustment of debts of the Village, (b) appointment of a trustee, receiver, custodian, liquidator or the like of the Village or of all or a substantial part of its assets, or (c) similar relief in respect of the Village under

any law relating to bankruptcy, insolvency, reorganization, winding-up or adjustment of debts.

Section 18. Remedies upon Default. Upon the occurrence and during the continuance of any Event of Default, the Owners of not less than 25% in principal amount of the Bonds then Outstanding, including but not limited to a trustee or trustees therefor, may proceed against the Village, the Council, and its agents, officers and employees to protect and enforce the rights of any Owner under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained herein or in an award or execution of any power herein granted for the enforcement of any power, legal or equitable remedy as such Owners may deem most effectual to protect and enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any registered owner, or to require the Council to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds then Outstanding. The failure of any Owner so to proceed shall not relieve the Village or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of any Owner (or trustee thereof) is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 19. Duties upon Default. Upon the occurrence and during the continuance of any Event of Default, the Village shall do and perform all proper acts on behalf of and for the Owners to protect and preserve the security created for the payment of the principal of and interest on the Bonds promptly as the same become due. In the event the Village fails or refuses to proceed as provided in this Section 19, the registered Owners of not less than 25% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as hereinabove provided.

Section 20. Federal Tax Matters.

A. Tax Compliance. The Village (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government from the Rebate Fund, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

B. Rebate Fund. In furtherance of the covenants set forth in the preceding paragraph, the Village hereby establishes a fund separate from any other funds established and maintained hereunder designated as the Rebate Fund (the "Rebate Fund"). Money and investments in the Rebate Fund shall not be used for the payment of the Bonds and amounts credited to the

Rebate Fund shall be free and clear under any pledge under this Bond Ordinance. Money in the Rebate Fund shall be invested pursuant to the procedure provided in Section 22 for investment of money, and all amounts on deposit in the Rebate Fund shall be held by the Village, or a designated trustee, in trust, to the extent required to pay rebatable arbitrage to the United States of America. The Village shall unconditionally be entitled to accept and rely upon the recommendation, advice, calculation and opinion of an accounting firm or other person or firm with knowledge of or experience in advising with respect to the provisions of the Code relating to rebatable arbitrage. The Village shall remit all rebate installments and the final rebate payment to the United States of America as required by the provisions of the Code.

C. Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The Village has no "subordinate entities" with authority to issue tax-exempt obligations within the meaning of that Section of the Code. In that connection, the Village hereby covenants that in or during the calendar year in which the Bonds are issued, the Village (i) will not designate as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of ten million dollars and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding ten million dollars.

Section 21. Defeasance. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the Village with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the Village, also be invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Village for deposit in the interest and sinking fund for payment of principal and interest on the Bonds. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are

unconditionally guaranteed by the United States of America which may be United States Treasury Obligations such as its State and Local Government Series, which may be in book-entry form.

Section 22. Investment of Monies. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Village Council and the Village hereby covenant to the purchasers and the holders of the Bonds from time to time that the Village will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 23. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Village and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly so provided.

Section 24. Severability. If any section, paragraph, clause or provision shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 25. Repealer Clause. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution or part of any ordinance or resolution heretofore repealed.

Section 26. Amendment. This Ordinance may be amended without the consent of the holder of any Bond to cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained herein, to add to the covenants and agreements in this Ordinance for the protection or benefit of the Owners, to subject to this Ordinance additional revenues, properties or collateral, to comply with the provisions of the Code, or to comply with any rule or regulation of the Securities and Exchange Commission relating to the Bonds. Except as provided above, this Ordinance may be amended or supplemented by ordinance adopted by the Council in accordance with the laws of the State, without receipt by the Village of any additional consideration but with the written consent of the Owners of 75% of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance; provided, however, that no such ordinance (without the consent of the registered owners of all of the Bonds authorized by this Ordinance and outstanding at the time of adoption of such amendatory or supplemental ordinance) shall have the effect of permitting:

A. An extension of the maturity of any Bond; or

B. A reduction in the principal amount of any Bond, the rate of interest thereon or the prior redemption premium due in connection therewith; or

C. A reduction of the principal amount of Bonds required for consent to such amendatory or supplemental ordinance; or

D. The establishment of priorities as between Bonds issued and outstanding under the provisions of this Ordinance; or

E. The modification of or otherwise affecting the rights of the registered owners of less than all of the Bonds then outstanding.

Notwithstanding the foregoing, prior to the issuance of the Bonds, this Ordinance may be amended by resolution of the Village Council to cure, correct or supplement any defect or inconsistent provision contained herein.

Section 27. Payment Due on Other than Business Days. In any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, or the date for performing any act or exercising any right, shall be a day other than a business day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding business day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

Section 28. Reimbursement. The Village presently intends and reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed $1,500,000 of the proceeds thereof to reimburse the Village for its prior expenditures in connection with the Project.

Section 29. Financial Information. The Village will provide Purchaser with financial statements within 270 days after the conclusion of each Fiscal Year as long as the Bonds are outstanding.

Section 30. Publication of Ordinance. The following notice shall be published one time in the *Ruidoso News*, being a legal newspaper published and of general circulation in the Village, as soon as is practicable following the adoption hereof:

(Form of Notice of Adoption)
VILLAGE OF RUIDOSO, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE NO. 2025-06

Notice is given of the adoption by the Village Council of the Village of Ruidoso, New Mexico of its Ordinance No. 2025-06 on November 10, 2025, relating to Village of Ruidoso, New Mexico General Obligation Bonds, Series 2025. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE VILLAGE OF RUIDOSO, NEW MEXICO GENERAL OBLIGATION BONDS, SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $1,500,000 FOR THE PURPOSE TO ENLARGE, IMPROVE AND/OR EXTEND THE PRODUCTION AND DISTRIBUTION COMPONENTS OF THE VILLAGE'S WATER SYSTEM; PROVIDING THAT THE SERIES 2025 BONDS WILL BE PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE

VILLAGE, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; APPROVING THE DELEGATION OF AUTHORITY TO MAKE CERTAIN DETERMINATIONS REGARDING THE SALE OF THE SERIES 2025 BONDS PURSUANT TO THE SUPPLEMENTAL PUBLIC SECURITIES ACT AND THE SALE CERTIFICATE; PRESCRIBING OTHER DETAILS CONCERNING THE BONDS AND TAX PROCEEDS, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND THE FORM, TERMS, CONDITIONS AND MANNER OF EXECUTION OF THE BONDS; RATIFYING ALL ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; AND REPEALING ORDINANCES IN CONFLICT HEREWITH.

The title sets forth a general summary of the subject matter contained in the ordinance. Complete copies of the ordinance are on file in the Office of the Village Clerk and are available for inspection and/or purchase during regular office hours. This Notice constitutes compliance with Sections 6-14-4 through 6-14-7 NMSA 1978.

(End of Form of Notice of Adoption)

PASSED AND ADOPTED THIS 10TH DAY OF NOVEMBER, 2025.

VILLAGE OF RUIDOSO, NEW MEXICO

_____
Lynn Crawford, Mayor

(SEAL)

Attest:

_____
Jini S. Turri, MMC, Village Clerk

Councilor _____ then moved that the ordinance as filed with the Village Clerk at this meeting be passed and adopted. Councilor _____ seconded the motion.

The question being upon the passage and adoption of the ordinance, the motion was voted upon with the following result:

Those Voting Yea:

Those Voting Nay:

Those Absent:

The Mayor thereupon declared that a majority of all the members of that Council having voted in favor thereof, the motion was carried and the ordinance duly passed and adopted.

After consideration of matters not relating to the Bonds, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

VILLAGE OF RUIDOSO, NEW MEXICO

_____
Lynn Crawford, Mayor

(SEAL)

Attest:

_____
Jini S. Turri, MMC, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 2.

To:

Presenter(s): Jini Turri, Village Clerk

Meeting Date: November 10, 2025

Re: Public Hearing for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220 from Ronnie Holt, Personal Representative of the Estate of William Glen Holt, to Pay and Save, Inc.

Item Summary:

Public Hearing for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220 from Ronnie Holt, Personal Representative of the Estate of William Glen Holt, to Pay and Save, Inc.

Financial Impact:

None

Item Discussion:

Public Hearing for Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220.

Recommendations:

To Approve Application Submitted by Pay and Save Inc. Located at 304 Mechem Dr., Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000220 from Ronnie Holt, Personal Representative of the Estate of William Glen Holt, to Pay and Save, Inc.

ATTACHMENTS:
Pay and Save, Inc. Application.pdf

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

October 2, 2025

Certified Mail No.: 7021 2720 0001 2204 5838

Village of Ruidoso
Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.:	**License No. DIS-000220 | BLA-0000013105**
Name of Applicant:	Pay and Save, Inc.
Doing Business As:	Lowe's #7
Proposed Location:	304 Mechem Drive, Ruidoso, New Mexico 88355

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted
and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. DIS-000220 WITH OFF-PREMISES CONSUMPTION ONLY

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information
3. Copy of Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000013105

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: PAY AND SAVE, INC.
Type of Business: Alcohol;Tobacco
Business Structure: Corporation
FEIN: XX-XXX4481
State Tax ID Number: XX-XXXXX4-00-5
Business Email: joann.olivarez@lowesmarket.com
Business Phone: 8063853366

Contact Person Information

Contact Person Name: Mark Rhodes
Contact Person Phone: 5059804640
Contact Person Email: mmr@rspcnm.com

Business Mailing Address

Mailing Street: Po Box 1430
Mailing City: Littlefield
Mailing State: TX
Mailing Zip Code: 79339
Mailing Country: US

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☑ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000013105

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☐ Transfer of Ownership and Location
☑ Transfer of Ownership

License Number: DIS-000220

License Type: Dispenser

License Expiration Date: 9/30/25

Current License Owner: RONNIE HOLT, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM GLEN HOLT

Current DBA Name: LOWE'S #7

Current Lessee: PAY AND SAVE, INC.

Dispenser Type: Full Dispenser

Current Premises Address

Physical Street: 304 MECHEM DRIVE

Physical City: RUIDOSO

Physical State: NM

Physical Zip Code: 88355

Physical County: Lincoln

Local Option District: Ruidoso

Proposed DBA Name

Do you want to change the license DBA Name? No

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: RONNIE HOLT, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM GLEN HOLT
Specify Date and Terms of Lease/Operating Agreement: august 1, 2022. Principal Term: 20 years with two(2) additional ten(10) year options

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States
No records to display.

List of Active Business Licenses in New Mexico

License Number: RET-000012 License Type: Retailer Issuing State:New Mexico

License Number: DIS-000799 License Type: Dispenser Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000013105

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

License Number: DIS-000714	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000703	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000686	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000672	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000643	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000569	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000560	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000493	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000438	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000395	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000343	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000331	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000325	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000276	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000260	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000207	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000109	License Type: Dispenser	Issuing State:New Mexico
License Number: DIS-000083	License Type: Dispenser	Issuing State:New Mexico

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000013105

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Payment

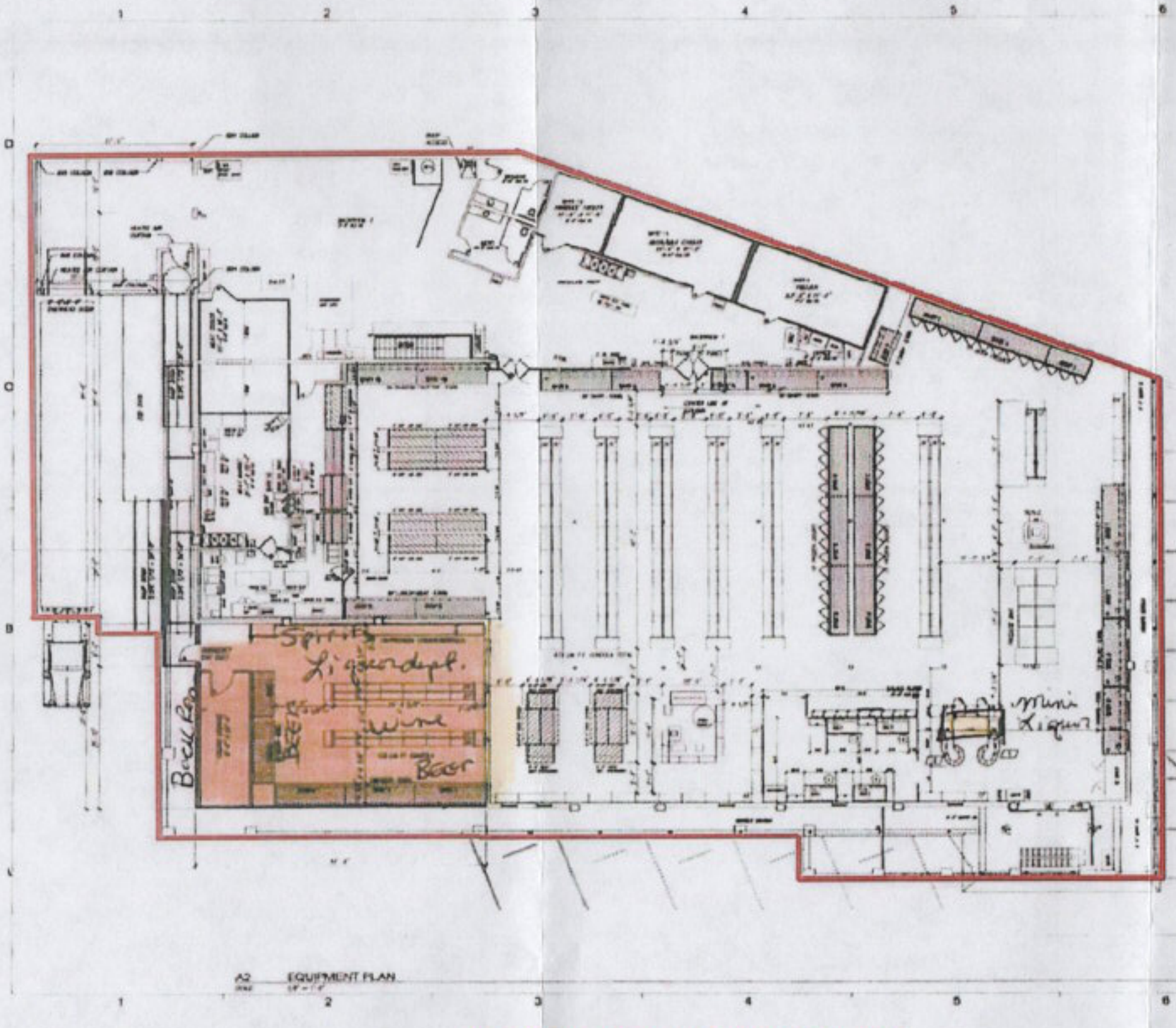
Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Pay and Save, Inc

Date: 08/06/2025



A2 EQUIPMENT PLAN

GROSS AREA (S.F.)	15,691 SQ. FT.
SALES FLOOR	10,033 SQ. FT.
BACK ROOM 1	588 SQ. FT.
BACK ROOM 2	1,544 SQ. FT.
LIQUOR SALES	1,319 SQ. FT.
OFFICE SPACE	51 SQ. FT.
COOLER / FREEZER	857 SQ.FT.
MEAT MARKET	369 SQ. FT.
DELI	570 SQ.FT.
PRODUCE PREP	244 SQ. FT.
GONDOLA	672 LIN. FT.
DELI (LIN FT)	
SALAD (LIN FT)	
EGGS (LIN FT)	
FRG. MEAT (LIN FT)	
PRODUCE (LIN FT)	36
DAIRY (LIN FT)	52
CHEESE/BUTTER (LIN FT)	24
FROZEN DOORS	59
BEER (LIN FT)	56
CHECKSTANDS	7
SELF CHECK	4
SHOPPING CARTS	18

TMar ARCHITECTS, LLC

2023 RENOVATIONS to
LOWES MARKET #7
304 Mechem Drive
Ruidoso, NM 88355

A102

NEW FLOOR PLAN

FLOOR PLAN APPROVAL
By Desirae Griego
Date March 12, 2024

Alcoholic Beverage Control Division
Dispenser Liquor License #0302
Owner: William Glen Holt
Lessee: Pay & Save, Inc.
DBA: Lowe's #7
Location: 304 Mechem Drive, Ruidoso, NM 88355
Total Square Footage: 15,691

AGENDA MEMORANDUM

Village of Ruidoso

PUBLIC HEARINGS - 3.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: November 10, 2025

Re: Public Hearing for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

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Item Summary:

Public Hearing for Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Financial Impact:

Fees associated with the ordinance will be accounted for in the Traffic Safety Safety Fees Special Revenue Fund (#298).

Item Discussion:

Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

Recommendations:

To Approve Adoption of Proposed Ordinance 2025-07, an Ordinance for Automated Speed Enforcement within the Village of Ruidoso

ATTACHMENTS:
Proposed Ordinance 2025-07.pdf

VILLAGE OF RUIDOSO

(PROPOSED) ORDINANCE 2025-07

AUTOMATED SPEED ENFORCEMENT ORDINANCE

WHEREAS, The Village of Ruidoso finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limits.

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO THAT:

Section 1- Definitions.

For the purposes of the Automated Speed Enforcement Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ASE system fine means the fine assessed for a violation, as set forth in NMSA 1978 §3-18-17 or successor provision under this article.

ASE system fine notice means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due.

Camera speed device or *CSD* means the instrument that detects a violation of this article. The definition includes but is not limited to cameras and electronic speed detection equipment reasonably relied upon by law enforcement officers.

Contractor means a person or entity that enters into a contract with the Village of Ruidoso to provide photographic or electronic evidence of a speed violation through a CSD.

Driver means the person operating a motor vehicle at the time of a violation.

Identify means to submit information on the actual driver of a vehicle sufficient to allow the county to locate and notify the driver in lieu of the registered owner, including but not limited to the name and address of the driver.

Nominate or *Nomination* means the use of an affidavit by the registered owner to identify the actual driver of a car as the responsible party for a violation.

Nominee means the person or entity identified by the registered owner as the driver or responsible party.

Nuisance means the act of operating a vehicle in violation of this article.

Office means the Village of Ruidoso.

Owner's affidavit means a written statement signed under oath and submitted to the county or the county's contractor under penalty of perjury by the registered owner of a vehicle, asserting that the registered owner was not driving the vehicle at the time of a violation.

Respondent means an accused violator who has received an ASE system fine notice and requested a hearing.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 2-. Violation.

Any action or conduct constituting a violation under NMSA 1978, Section 66-7-104 (1978) of the New Mexico Motor Vehicle Code, or any other county or state laws pertaining to speeding is a violation. This article does not apply to authorized emergency vehicles responding to an emergency.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 3-. Enforcement.

(a) *Violation recorded by CSD.* The contractor shall provide all evidence of a CSD-recorded violation to the Village of Ruidoso Police Department’s office. The office shall review all CSD evidence provided by the contractor.

(1) If the office determines that a violation has occurred and that a citation is warranted, the office shall cause an ASE fine notice to be delivered to the registered owner.

(2) The registered owner is strictly and vicariously liable for the violation unless one of the defenses provided by this article applies. If there is more than one registered owner, all registered owners shall be jointly and severally liable for the violation.

(b) *ASE fine notice.*

(1) *Contents.* The ASE fine notice shall state and contain the name of the registered owner or nominee, the effective date of the ASE fine notice, the type of violation, the date, time, and location of the violation, a picture of the violation, the license plate number of the vehicle, the name and identification of the issuing office official, the amount of the fine, the response due date and the return address. The ASE fine notice shall inform the registered owner or the nominee of the right to request a hearing. The ASE fine notice shall also inform the registered owner or the nominee of the option to complete community service in lieu of payment of the ASE fine.

(2) *Delivery.* The ASE fine notice shall be delivered to the address of the registered owner according to the address registered with the department of motor vehicles, from

information obtained from the Municipal Court, from office records, or from any other documentation or records reasonably relied upon by law enforcement officers, or it shall be delivered to the address of the nominee according to the owner's affidavit.

(c) *Response to an ASE fine notice.* The registered owner shall pay the fine, file an owner's affidavit making a nomination, request a hearing by the response due date as indicated by the ASE fine notice, or request the option of service to the Village in lieu of payment of a fine by the response due date.

(d) *Nomination.* A registered owner not driving the car at the time of the violation may either accept the responsibility and pay the ASE fine, or identify the driver so an ASE fine notice can be sent to the driver.

(1) If the registered owner claims that another person was driving the vehicle at the time of the violation, the registered owner shall identify the person who was driving the vehicle in an owner's affidavit. Any registered owner who submits an owner's affidavit does so under penalty of perjury.

(2) A new ASE fine notice will be delivered to the nominee. If the nominee successfully appeals the allegation that they were the driver, the county may proceed against the registered owner. The registered owner is also responsible for payment of the ASE fine if the Village cannot assert jurisdiction over the nominee, subject to the remaining defenses available in this article.

(e) *Default.* If the Village does not receive payment of the ASE fine, a nomination, or a request for a hearing by the response due date indicated by the ASE fine notice, the registered owner is in default. If the default is not cured, the county may pursue all remedies or collection of a debt and is entitled to an award of reasonable attorney's fees incurred.

(f) *Hearing.* If a hearing is timely requested the hearing officer shall hold a hearing. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The office has the burden to prove the violation by a preponderance of the evidence. The respondent has the burden to prove any defenses by a preponderance of the evidence. If the office prevails, the respondent shall pay the fine within 30 consecutive days from the date of the decision. Following a hearing, the respondent may appeal the decision of the hearing officer to the district court within 30 days of the decision and may recover the costs of filing the appeal if successful.

(g) *Defenses.* At a timely requested hearing, the respondent may present the following defenses:

(1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report of the theft to avail the owner of this defense.

(2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation.

(3) The evidence does not show that a violation was committed involving the subject vehicle.

(4) The respondent is the registered owner, but was not driving the vehicle at the time of the violation. To assert this defense, the registered owner shall identify the actual driver and comply with the nomination provisions in subsection (d) of this section.

(5) The registered owner did not receive notice because the ASE fine notice was not mailed to the address of record with the department of motor vehicles.

(h) *Penalty.*

(1) A violation constitutes a civil infraction punishable by a fine of $100.00 or completion of four hours of community service.

(2) A violator may elect service to the Village as an alternative to payment of fines. A violator who elects the option of service to the Village in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon county employees, including, without limitation, worker's compensation or the payment of any wages or benefits. The Village is not responsible for damages incurred as a result of such service except as otherwise provided by law. The person seeking to provide community service shall timely request the option of service to the county in lieu of payment of a fine. Services shall be rendered in not less than four hour increments and shall be credited against the fine payable at the rate of $25.00 per hour. The Village Manager shall establish the procedures for administering this paragraph, including, but not limited to, the nature of services that may be performed, the timeframe in which a respondent must complete their community service, and consequences for failure to complete community service.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

Section 4-. Administration.

(a) The Village of Ruidoso Police Department shall be responsible for administration of this article. Reasonable rules and regulations may be promulgated by the Village to carry out the intent and purpose of this article.

(b) The revenue generated through ASE shall be retained and distributed in accordance with the provisions of NMSA 1978, § 4-37-1 (1975) and § 3-18-17(A)(2) (2009).

(c) The contractor hired to aid in the administration of this program will not be compensated based on the number of citations issued. The contractor shall be compensated by a flat fee.

(d) An independent third-party lab shall perform a calibration test on the CSD instruments used for speed detection at least annually.

State law reference(s)—Nuisances and offenses; regulation or prohibition, NMSA 1978, § 3-18-17; Counties; powers; ordinances, NMSA 1978, § 4-37-1; Obedience to any required traffic-control devices, NMSA 1978, § 66-7-104.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: November 10, 2025

Re: Discussion and Possible Action on Task Order #2024-003P-09 with Bohannan Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of $611,330.78 Including NMGRT.

Item Summary:

Discussion and Possible Action on Task Order #2024-003P-09 with Bohannan Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of $611,330.78 Including NMGRT.

Financial Impact:

Funds are budgeted in the FEMA Capital Project Fund's Capital Outlay - Projects line item (300-284-53006). Since FEMA reimbursement will be on a pay-as-you-go basis, supplemental funding will be taken from the Salt Fork Fire Loan 24-ZI1S05-RUI to begin the project.

Item Discussion:

This project involves engineering design services for the restoration of flood-damaged infrastructure captured under FEMA PW #'s 12, 22, 23, 25 and 43 and encompasses the following roadways.

1. Everest Drive	10. Whitney Drive	19. Johnson Road
2. Sandia Road	11. Kaibab Drive	20. Slay Road
3. Olympia Road	12. Maple Drive	21. Sleepy Hollow Road
4. Sequoia Drive	13. Ash Drive	22. Hummingbird Lane
5. Tonto Drive	14. South Oak Drive	23. Forest Service Road 127A
6. Valencia Drive	15. Valonia Lane	24. Del Norte Drive
7. Catron Road	16. Porr Drive	25. Ranier Road
8. Chiracahua Lane	17. Alonzo Way	26. Mont Blanc Drive

9. Cibola Circle 18. Coyote Lane 27. Coyote Ln Bridge

Recommendations:

To Approve Task Order #2024-003P-09 with Bohannan Huston Inc., for Professional Engineering Services on Flood-Damaged Infrastructure that Includes Restoration and Improvements of Local Paved Roadways, Local All-Weather Roadways (gravel roads), Paved and All-Weather Driveways, Culverts, Embankments, Erosion Control Measures, and Retaining Wall in the Amount of $611,330.78 Including NMGRT.

ATTACHMENTS:
BHI Proposal_FEMA PW 12_22_23_25_43.pdf

Bohannan Huston
great people supporting great communities

New Mexico:
Albuquerque | Las Cruces
Colorado:
Denver | Grand Junction
800.877.5332
bhinc.com

October 23, 2025

Mr. Ron Sena
Village Manager
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Re: Restoration and Improvements Package #3 (FEMA DR-4795-NM PW # 12, 22, 23, 25, 43)
Task Order #2024-003P-09

Dear Ron:

Bohannan Huston, Inc. is pleased to submit this proposal for professional engineering services for the Restoration and Improvements Package #3 (FEMA DR-4795-NM PW # 12, 22, 23, 25, 43) design. A summary of the scope of services is included with further detail and associated costs.

The fee is estimated at $611,330.78 including estimated New Mexico Gross Receipts Tax.

This work will be completed as a lump sum task order under our existing on-call contract. You will be invoiced for our services monthly. New Mexico Gross Receipts Tax will be added to all invoices.

If this proposal is acceptable, please sign in the space provided below for notification to proceed. Please return the signed original to this office and keep a copy for your records. This proposal is subject to renegotiation if not signed within thirty (30) days.

Thank you for allowing us to serve you, we enjoy working with the village of Ruidoso. If you have any questions or comments on the scope of work or wish to discuss our fee estimate, please don't hesitate to contact me at (505) 823-1000 or email me at kthorson@bhinc.com.

Sincerely,

Kurt D. Thorson

Digitally signed by Kurt D. Thorson
DN: C=US, E=kthorson@bhinc.com, O="Bohannan Huston, Inc.", OU=Senior Vice President, CN=Kurt D. Thorson
Date: 2025.10.24 09:18:39-06'00'

Kurt D. Thorson, PE
Senior Vice President
Traffic & Transportation

KDT/JLB/jma

Attachment

1. Project Overview

This project involves engineering design services for the restoration of flood- and fire-damaged infrastructure captured under FEMA PW #12, #22, #23, #25, and #43. The FEMA projects are funded under DR-4795-NM and involve roadway, culvert, ditch, embankment, and bridge restoration.

The engineering firm will prepare construction plans and specifications to support competitive bidding by general contractors.

2. Design Objectives

- Restore roads, bridge approaches, culverts, embankments, erosion control measures, and drainage features to pre-disaster design, function, and capacity.
- Ensure the design meets applicable local, state, and federal codes and standards.
- Incorporate FEMA-approved hazard mitigation measures where cost-effective and feasible.
- Support development of complete bid package(s) for contractor procurement.
- Maintain all work within existing roadway rights-of-way or FEMA project limits as described in Appendix B.
- Provide phasing options as needed to support construction sequencing..

3. Scope of Engineering Services

3.1. Project Kickoff & Site Investigation

- Review FEMA documentation in Appendix B (DDD, SOW, cost estimates).
- Conduct field reconnaissance to verify existing conditions.
- Survey limits of repair, including roadway centerlines, culvert crossings, bridge approaches, ditch and embankment extents.
- If required, perform geotechnical investigation where roadway subgrades or embankments require reconstruction.

3.2. Preliminary Engineering

- Define horizontal and vertical roadway alignments and cross-sections.
- Evaluate subgrade, embankment, and bridge approach reconstruction needs.
- Analyze drainage and culvert hydraulics, verifying in-kind sizing and capacity.
- Identify environmental and ROW constraints.

3.3. Final Design & Construction Documents

- Roadway restoration (asphalt, aggregate, gravel roads).
- Bridge approach repair at Coyote Bridge (PW #43).
- Embankment stabilization and erosion control.

- Culvert replacements in PW #23 and PW #25.
- Ditch shaping and drainage improvements in PW #12 and PW #22.
- Guardrail and drainage masonry elements where applicable.
- Traffic control plan.
- Erosion and sedimentation control plan.
- Construction notes and technical specifications.
- Bid quantities and engineer's estimate.

3.4. Permitting & Coordination

- Assist in obtaining required permits, if applicable.
- Coordinate with Village of Ruidoso and utilities.

3.5. Bid Support

- Respond to contractor RFI's.
- Attend pre-bid meetings (if requested).
- Provide addendum support as needed.

Anticipated Project Schedule

- Notice to Proceed: November 2025
- Field investigation complete: December 2025
- 60% Design: April 2026
- Final Design (100%): June 2026
- Bid package delivery: July 2026

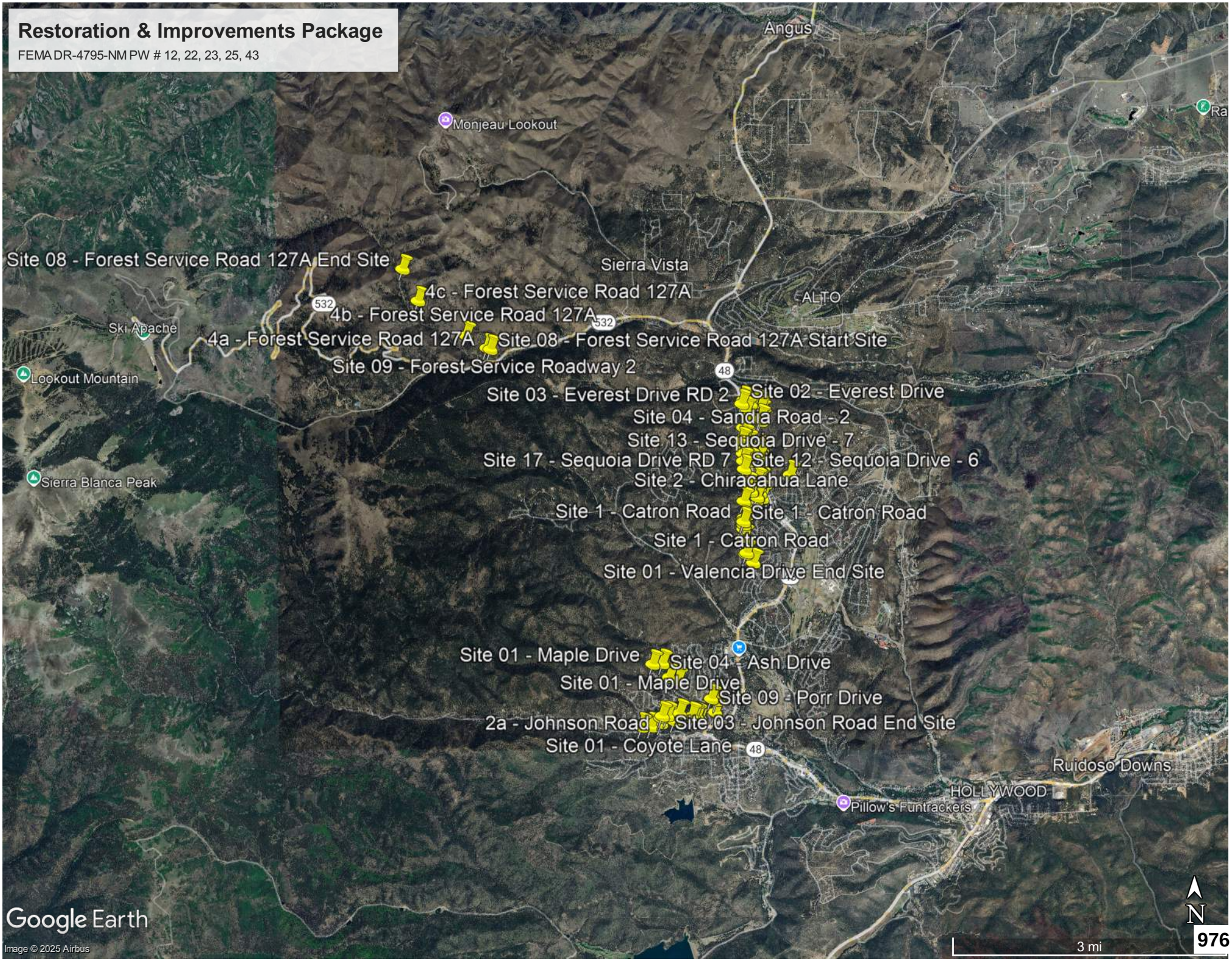
Assumptions:

- It is assumed all work will take place within existing public rights-of-way and no easements, permits, or acquisitions will be required.
- It is assumed that any required relocations of existing will be the responsibility of the utility owner.
- This scope of work assumes no further environmental work will be required as part of this project and no permits (e.g. EPA, NMED, USACE, etc.) will be required to perform the work.
- Public meetings, stakeholder meetings, and property owner interviews are excluded.
- It is assumed that drainage analysis and/or H&H modeling required for design will be completed by a third-party consultant and will be available upon request. No drainage reports are included in this scope of work.

- This scope of work does not include construction management and inspection services. It is assumed that this work will be negotiated at a later date should the Village require these services.

- This scope of work assumes no coordination with FEMA will be required and any coordination necessary will be conducted by D.W. Dukes, LLC or others.

- Should it be determined that any of the exclusions listed above are required to complete the work they will be negotiated under a separate task order.


Restoration & Improvements Package
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
Angus
Monjeau Lookout
Site 08 - Forest Service Road 127A End Site
Sierra Vista
4c - Forest Service Road 127A
ALTO
532
4b - Forest Service Road 127A
532
Ski Apache
4a - Forest Service Road 127A
Site 08 - Forest Service Road 127A Start Site
Site 09 - Forest Service Roadway 2
48
Lookout Mountain
Site 03 - Everest Drive RD 2
Site 02 - Everest Drive
Site 04 - Sandia Road - 2
Site 13 - Sequoia Drive - 7
Site 17 - Sequoia Drive RD 7
Site 12 - Sequoia Drive - 6
Site 2 - Chiracahua Lane
Sierra Blanca Peak
Site 1 - Catron Road
Site 1 - Catron Road
Site 1 - Catron Road
Site 01 - Valencia Drive End Site
Site 01 - Maple Drive
Site 04 - Ash Drive
Site 01 - Maple Drive
Site 09 - Porr Drive
2a - Johnson Road
Site 03 - Johnson Road End Site
Site 01 - Coyote Lane
48
Ruidoso Downs
HOLLYWOOD
Pillow's Funtrackers
Google Earth
Image © 2025 Airbus
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Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#12-3:1 - Project Kickoff & Site Investigation										
	Review and Itemization of Appendix B		1	1	1			**3**		$ 570.00
	Kickoff Meeting with Design Team		1	1	1			**3**		$ 570.00
	Site Visit to review Existing Conditions			1	1			**2**		$ 325.00
	Topographic Surveys							**0**	$ 145,781.00	$ -
	Consultant project management and admin		8					**8**		$ 1,960.00
	Principal Oversight							**0**		$ -
	Subtotal Task 1	0	10	3	3	0	0	**16**	**$ 145,781.00**	**$ 3,425.00**
								Total Task 1	**$149,206.00**	
Task PW#12-3:2 - Preliminary Engineering										
	Development of general plan sheets (cover sheet, vicinity map, general notes, index of sheets, etc.)			1	2	2		**5**		$ 725.00
	Typical sections and special details sheets			1	2	1		**4**		$ 595.00
	Development of quantities, surfacing schedule, estimated structure quantities,			1	2	1		**4**		$ 595.00
	Plan and profile sheets			2	4	2		**8**		$ 1,190.00
	Turnout details			1	2	1		**4**		$ 595.00
	Structural details							**0**		$ -
	Traffic control plans			1	2	1		**4**		$ 595.00
	Permanent signing and striping plans							**0**		$ -
	Structure placement sections							**0**		$ -
	Civil 3D modeling and design development			2	4			**6**		$ 930.00
	Engineers Estimate			1	2			**3**		$ 465.00
	Consultant project management and admin		2					**2**		$ 490.00
	Principal Oversight	1						**1**		$ 270.00
	Subtotal Task 2	1	2	10	20	8	0	**41**	**$ -**	**$ 6,450.00**
								Total Task 2	**$6,450.00**	
Task PW#12-3:3 - Final Design & Construction Documents										
	Updates to general sheets				1			**1**		$ 140.00
	Updates to typical sections and special details				1			**1**		$ 140.00
	Updates to quantities, surfacing schedule, estimated structure quantities,				1			**1**		$ 140.00
	Updates to plan and profile sheets				1			**1**		$ 140.00
	Updates to turnout details				1			**1**		$ 140.00
	Updates to structural details							**0**		$ -
	Updates to traffic control plans				1			**1**		$ 140.00
	Updates to permanent signing and striping plans							**0**		$ -
	Updates to structure placement sections							**0**		$ -
	Updates to Civil 3D model				2			**2**		$ 280.00
	Updates to Engineers Estimate			1	1			**2**		$ 325.00
	Development of Contract Documents		6	12				**18**		$ 3,690.00
	Consultant project management and admin		4					**4**		$ 980.00
	Principal Oversight	2						**2**		$ 540.00
	Subtotal Task 3	2	10	13	9	0	0	**34**	**$ -**	**$ 6,655.00**
								Total Task 3	**$6,655.00**	

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#12-3:4 - Permitting & Coordination										
	Utility Confict identification & matrix			2	2	2		**6**		$ 910.00
	Utility coordination with utility owner			2	2			**4**		$ 650.00
	Utility Agreements		2					**2**		$ 490.00
	Principal Oversight	1						**1**		$ 270.00
								0		$ -
	Subtotal Task 4	1	2	4	4	2	0	**13**	**$ -**	**$ 2,320.00**
								Total Task 4	**$2,320.00**	
Task PW#12-3:5 - Bid Support										
	Bid Advertising							**0**	$ 4,000.00	$ -
	Pre-Bid Meeting		1					**1**		$ 245.00
	Addenda		1	1				**2**		$ 430.00
	Bid evaluation and recommendation of award		1	1			1	**3**		$ 545.00
	Respond to contractor RFI's (assumes 20)		1	2	2			**5**		$ 895.00
								0		$ -
	Subtotal Task 5	0	4	4	2	0	1	**11**	**$ 4,000.00**	**$ 2,115.00**
								Total Task 5	**$6,115.00**	
Total		**4**	**28**	**34**	**38**	**10**	**1**	**115**	**$ 149,781.00**	**$ 20,965.00**
								PW #12 Subtotal (Direct Expense + Labor)		**$ 170,746.00**
								8.1875%		**$ 13,979.83**
								PW #12 Total including estimated GRT		**$ 184,725.83**

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#22-3:1 - Project Kickoff & Site Investigation										
	Review and Itemization of Appendix B		1	1	1			**3**		$ 570.00
	Kickoff Meeting with Design Team		1	1	1			**3**		$ 570.00
	Site Visit to review Existing Conditions			2	2			**4**		$ 650.00
	Topographic Surveys							**0**	$ 150,237.00	$ -
	Consultant project management and admin		8					**8**		$ 1,960.00
	Principal Oversight							**0**		$ -
	Subtotal Task 1	0	10	4	4	0	0	**18**	**$ 150,237.00**	**$ 3,750.00**
								Total Task 1	**$153,987.00**	
Task PW#22-3:2 - Preliminary Engineering										
	Development of general plan sheets (cover sheet, vicinity map, general notes, index of sheets, etc.)			4	8	8		**20**		$ 2,900.00
	Typical sections and special details sheets			4	8	4		**16**		$ 2,380.00
	Development of quantities, surfacing schedule, estimated structure quantities,			4	8	4		**16**		$ 2,380.00
	Plan and profile sheets			8	16	8		**32**		$ 4,760.00
	Turnout details			4	8	4		**16**		$ 2,380.00
	Structural details							**0**		$ -
	Traffic control plans			4	8	4		**16**		$ 2,380.00
	Permanent signing and striping plans							**0**		$ -
	Structure placement sections							**0**		$ -
	Civil 3D modeling and design development			8	16			**24**		$ 3,720.00
	Engineers Estimate			4	8			**12**		$ 1,860.00
	Consultant project management and admin		8					**8**		$ 1,960.00
	Principal Oversight	4						**4**		$ 1,080.00
	Subtotal Task 2	4	8	40	80	32	0	**164**	**$ -**	**$ 25,800.00**
								Total Task 2	**$25,800.00**	
Task PW#22-3:3 - Final Design & Construction Documents										
	Updates to general sheets			2	4	4		**10**		$ 1,450.00
	Updates to typical sections and special details			2	4	2		**8**		$ 1,190.00
	Updates to quantities, surfacing schedule, estimated structure quantities,			2	4	2		**8**		$ 1,190.00
	Updates to plan and profile sheets			4	8	4		**16**		$ 2,380.00
	Updates to turnout details			2	4	2		**8**		$ 1,190.00
	Updates to structural details							**0**		$ -
	Updates to traffic control plans			2	4	2		**8**		$ 1,190.00
	Updates to permanent signing and striping plans							**0**		$ -
	Updates to structure placement sections							**0**		$ -
	Updates to Civil 3D model			4	16			**20**		$ 2,980.00
	Updates to Engineers Estimate			2	8			**10**		$ 1,490.00
	Development of Contract Documents		6	12				**18**		$ 3,690.00
	Consultant project management and admin		12					**12**		$ 2,940.00
	Principal Oversight	4						**4**		$ 1,080.00
	Subtotal Task 3	4	18	32	52	16	0	**122**	**$ -**	**$ 20,770.00**
								Total Task 3	**$20,770.00**	

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#22-3:4 - Permitting & Coordination										
	Utility Confict identification & matrix			2	2	2		**6**		$ 910.00
	Utility coordination with utility owner			2	2			**4**		$ 650.00
	Utility Agreements		2					**2**		$ 490.00
	Principal Oversight	1						**1**		$ 270.00
								0		$ -
	Subtotal Task 4	1	2	4	4	2	0	**13**	**$ -**	**$ 2,320.00**
								Total Task 4	**$2,320.00**	
Task PW#22-3:5 - Bid Support										
	Bid Advertising							**0**	$ 4,000.00	$ -
	Pre-Bid Meeting		1					**1**		$ 245.00
	Addenda		2	2				**4**		$ 860.00
	Bid evaluation and recommendation of award		1	1			1	**3**		$ 545.00
	Respond to contractor RFI's (assumes 20)		4	6	6			**16**		$ 2,930.00
								0		$ -
	Subtotal Task 5	0	8	9	6	0	1	**24**	**$ 4,000.00**	**$ 4,580.00**
								Total Task 5	**$8,580.00**	
	Total	**9**	**46**	**89**	**146**	**50**	**1**	**341**	**$ 154,237.00**	**$ 57,220.00**
								PW #22 Subtotal (Direct Expense + Labor)		**$ 211,457.00**
								8.1875%		**$ 17,313.04**
								PW #22 Total including estimated GRT		**$ 228,770.04**

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#23-3:1 - Project Kickoff & Site Investigation										
	Review and Itemization of Appendix B		1	1	1			**3**		$ 570.00
	Kickoff Meeting with Design Team		1	1	1			**3**		$ 570.00
	Site Visit to review Existing Conditions			1	1			**2**		$ 325.00
	Topographic Surveys							**0**	$ 37,413.00	$ -
	Consultant project management and admin		8					**8**		$ 1,960.00
	Principal Oversight							**0**		$ -
	Subtotal Task 1	0	10	3	3	0	0	**16**	**$ 37,413.00**	**$ 3,425.00**
								Total Task 1	**$40,838.00**	
Task PW#23-3:2 - Preliminary Engineering										
	Development of general plan sheets (cover sheet, vicinity map, general notes, index of sheets, etc.)			1	2	2		**5**		$ 725.00
	Typical sections and special details sheets			1	2	1		**4**		$ 595.00
	Development of quantities, surfacing schedule, estimated structure quantities,			4	8	2		**14**		$ 2,120.00
	Plan and profile sheets							**0**		$ -
	Turnout details							**0**		$ -
	Structural details							**0**		$ -
	Traffic control plans			2	4	2		**8**		$ 1,190.00
	Permanent signing and striping plans							**0**		$ -
	Structure placement sections			16	32	8		**56**		$ 8,480.00
	Civil 3D modeling and design development			8	16			**24**		$ 3,720.00
	Engineers Estimate			2	4			**6**		$ 930.00
	Consultant project management and admin		4					**4**		$ 980.00
	Principal Oversight	2						**2**		$ 540.00
	Subtotal Task 2	2	4	34	68	15	0	**123**	**$ -**	**$ 19,280.00**
								Total Task 2	**$19,280.00**	
Task PW#23-3:3 - Final Design & Construction Documents										
	Updates to general sheets			1	1	1		**3**		$ 455.00
	Updates to typical sections and special details			1	1	1		**3**		$ 455.00
	Updates to quantities, surfacing schedule, estimated structure quantities,			2	4	1		**7**		$ 1,060.00
	Updates to plan and profile sheets							**0**		$ -
	Updates to turnout details							**0**		$ -
	Updates to structural details							**0**		$ -
	Updates to traffic control plans			1	2	1		**4**		$ 595.00
	Updates to permanent signing and striping plans							**0**		$ -
	Updates to structure placement sections			8	16	4		**28**		$ 4,240.00
	Updates to Civil 3D model			4	8			**12**		$ 1,860.00
	Updates to Engineers Estimate			2	4			**6**		$ 930.00
	Development of Contract Documents		6	12				**18**		$ 3,690.00
	Consultant project management and admin		4					**4**		$ 980.00
	Principal Oversight	2						**2**		$ 540.00
	Subtotal Task 3	2	10	31	36	8	0	**87**	**$ -**	**$ 14,805.00**
								Total Task 3	**$14,805.00**	

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#23-3:4 - Permitting & Coordination										
	Utility Confict identification & matrix			1	1	1		**3**		$ 455.00
	Utility coordination with utility owner			1	1			**2**		$ 325.00
	Utility Agreements		1					**1**		$ 245.00
	Principal Oversight	1						**1**		$ 270.00
								0		$ -
	Subtotal Task 4	1	1	2	2	1	0	**7**	**$ -**	**$ 1,295.00**
								Total Task 4	**$1,295.00**	
Task PW#23-3:5 - Bid Support										
	Bid Advertising							**0**	$ 4,000.00	$ -
	Pre-Bid Meeting		1					**1**		$ 245.00
	Addenda		1	1				**2**		$ 430.00
	Bid evaluation and recommendation of award		1	1			1	**3**		$ 545.00
	Respond to contractor RFI's (assumes 20)		1	2	2			**5**		$ 895.00
								0		$ -
	Subtotal Task 5	0	4	4	2	0	1	**11**	**$ 4,000.00**	**$ 2,115.00**
								Total Task 5	**$6,115.00**	
	Total	**5**	**29**	**74**	**111**	**24**	**1**	**244**	**$ 41,413.00**	**$ 40,920.00**
								PW #23 Subtotal (Direct Expense + Labor)		**$ 82,333.00**
								8.1875%		**$ 6,741.01**
								PW #23 Total including estimated GRT		**$ 89,074.01**

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#25-3:1 - Project Kickoff & Site Investigation										
	Review and Itemization of Appendix B		1	1	1			**3**		$ 570.00
	Kickoff Meeting with Design Team		1	1	1			**3**		$ 570.00
	Site Visit to review Existing Conditions			1	1			**2**		$ 325.00
	Topographic Surveys							**0**	$ 29,135.00	$ -
	Consultant project management and admin		8					**8**		$ 1,960.00
	Principal Oversight							**0**		$ -
	Subtotal Task 1	0	10	3	3	0	0	**16**	**$ 29,135.00**	**$ 3,425.00**
								Total Task 1	**$32,560.00**	
Task PW#25-3:2 - Preliminary Engineering										
	Development of general plan sheets (cover sheet, vicinity map, general notes, index of sheets, etc.)			1	1	1		**3**		$ 455.00
	Typical sections and special details sheets				1	1		**2**		$ 270.00
	Development of quantities, surfacing schedule, estimated structure quantities,			2	4	1		**7**		$ 1,060.00
	Plan and profile sheets							**0**		$ -
	Turnout details							**0**		$ -
	Structural details							**0**		$ -
	Traffic control plans			2	4	2		**8**		$ 1,190.00
	Permanent signing and striping plans							**0**		$ -
	Structure placement sections			6	24	3		**33**		$ 4,860.00
	Civil 3D modeling and design development			3	12			**15**		$ 2,235.00
	Engineers Estimate			2	4			**6**		$ 930.00
	Consultant project management and admin		4					**4**		$ 980.00
	Principal Oversight	2						**2**		$ 540.00
	Subtotal Task 2	2	4	16	50	8	0	**80**	**$ -**	**$ 12,520.00**
								Total Task 2	**$12,520.00**	
Task PW#25-3:3 - Final Design & Construction Documents										
	Updates to general sheets				1			**1**		$ 140.00
	Updates to typical sections and special details				1			**1**		$ 140.00
	Updates to quantities, surfacing schedule, estimated structure quantities,				1			**1**		$ 140.00
	Updates to plan and profile sheets							**0**		$ -
	Updates to turnout details							**0**		$ -
	Updates to structural details							**0**		$ -
	Updates to traffic control plans				2			**2**		$ 280.00
	Updates to permanent signing and striping plans							**0**		$ -
	Updates to structure placement sections			4	12			**16**		$ 2,420.00
	Updates to Civil 3D model			1	6			**7**		$ 1,025.00
	Updates to Engineers Estimate			2	4			**6**		$ 930.00
	Development of Contract Documents		6	12				**18**		$ 3,690.00
	Consultant project management and admin		2					**2**		$ 490.00
	Principal Oversight	1						**1**		$ 270.00
	Subtotal Task 3	1	8	19	27	0	0	**55**	**$ -**	**$ 9,525.00**
								Total Task 3	**$9,525.00**	

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#25-3:4 - Permitting & Coordination										
	Utility Confict identification & matrix			1	1	1		**3**		$ 455.00
	Utility coordination with utility owner			1	1			**2**		$ 325.00
	Utility Agreements		1					**1**		$ 245.00
	Principal Oversight	1						**1**		$ 270.00
								0		$ -
	Subtotal Task 4	1	1	2	2	1	0	**7**	**$ -**	**$ 1,295.00**
								Total Task 4	**$1,295.00**	
Task PW#25-3:5 - Bid Support										
	Bid Advertising							**0**	$ 4,000.00	$ -
	Pre-Bid Meeting		1					**1**		$ 245.00
	Addenda		1	1				**2**		$ 430.00
	Bid evaluation and recommendation of award		1	1			1	**3**		$ 545.00
	Respond to contractor RFI's (assumes 20)		1	1	1			**3**		$ 570.00
								0		$ -
	Subtotal Task 5	0	4	3	1	0	1	**9**	**$ 4,000.00**	**$ 1,790.00**
								Total Task 5	**$5,790.00**	
	Total	**4**	**27**	**43**	**83**	**9**	**1**	**167**	**$ 33,135.00**	**$ 28,555.00**
								PW #25 Subtotal (Direct Expense + Labor)		**$ 61,690.00**
								8.1875%		**$ 5,050.87**
								PW #25 Total including estimated GRT		**$ 66,740.87**

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours	Total Hours	Direct Expenses	Labor Cost
Fee Schedule Rates:		**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**			
Task PW#43-3:1 - Project Kickoff & Site Investigation										
	Review and Itemization of Appendix B			1	1			**2**		$ 325.00
	Kickoff Meeting with Design Team			1	1			**2**		$ 325.00
	Site Visit to review Existing Conditions			1	1			**2**		$ 325.00
	Topographic Surveys							**0**	$ 24,095.00	$ -
	Consultant project management and admin		4					**4**		$ 980.00
	Principal Oversight							**0**		$ -
	Subtotal Task 1	0	4	3	3	0	0	**10**	**$ 24,095.00**	**$ 1,955.00**
								Total Task 1	**$26,050.00**	
Task PW#43-3:2 - Preliminary Engineering										
	Development of general plan sheets (cover sheet, vicinity map, general notes, index of sheets, etc.)			1		1		**2**		$ 315.00
	Typical sections and special details sheets							**0**		$ -
	Development of quantities, surfacing schedule, estimated structure quantities,			1	1			**2**		$ 325.00
	Plan and profile sheets			1		1		**2**		$ 315.00
	Turnout details							**0**		$ -
	Structural details							**0**		$ -
	Traffic control plans			1	2	1		**4**		$ 595.00
	Permanent signing and striping plans							**0**		$ -
	Structure placement sections							**0**		$ -
	Civil 3D modeling and design development			1	2			**3**		$ 465.00
	Engineers Estimate			1	2			**3**		$ 465.00
	Consultant project management and admin		2					**2**		$ 490.00
	Principal Oversight	1						**1**		$ 270.00
	Subtotal Task 2	1	2	6	7	3	0	**19**	**$ -**	**$ 3,240.00**
								Total Task 2	**$3,240.00**	
Task PW#43-3:3 - Final Design & Construction Documents										
	Updates to general sheets							**0**		$ -
	Updates to typical sections and special details							**0**		$ -
	Updates to quantities, surfacing schedule, estimated structure quantities,				1			**1**		$ 140.00
	Updates to plan and profile sheets							**0**		$ -
	Updates to turnout details							**0**		$ -
	Updates to structural details							**0**		$ -
	Updates to traffic control plans				1			**1**		$ 140.00
	Updates to permanent signing and striping plans							**0**		$ -
	Updates to structure placement sections							**0**		$ -
	Updates to Civil 3D model				1			**1**		$ 140.00
	Updates to Engineers Estimate				1			**1**		$ 140.00
	Development of Contract Documents		3	6				**9**		$ 1,845.00
	Consultant project management and admin		1					**1**		$ 245.00
	Principal Oversight	1						**1**		$ 270.00
	Subtotal Task 3	1	4	6	4	0	0	**15**	**$ -**	**$ 2,920.00**
								Total Task 3	**$2,920.00**	

Bohannan Huston

VILLAGE OF RUIDOSO
FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-9

Proposal Fee and Staff Hour Estimate
9/24/2025

Task		Principal In Charge E7 Hours	Sr. Project Manager E6 Hours	Design Engineer E4 Hours	Design Engineer E2 Hours	Eng Tech 5 Hours	Administrative Professional 5 Hours			
	Fee Schedule Rates:	**$270.00**	**$245.00**	**$185.00**	**$140.00**	**$130.00**	**$115.00**	**Total Hours**	**Direct Expenses**	**Labor Cost**
Task PW#43-3:4 - Permitting & Coordination										
	Utility Confict identification & matrix			1	1			**2**		$ 325.00
	Utility coordination with utility owner			1	1			**2**		$ 325.00
	Utility Agreements		1					**1**		$ 245.00
	Principal Oversight	1						**1**		$ 270.00
								0		$ -
	Subtotal Task 4	1	1	2	2	0	0	**6**	**$ -**	**$ 1,165.00**
								Total Task 4	**$1,165.00**	
Task PW#43-3:5 - Bid Support										
	Bid Advertising							**0**	$ 4,000.00	$ -
	Pre-Bid Meeting		1					**1**		$ 245.00
	Addenda		1	1				**2**		$ 430.00
	Bid evaluation and recommendation of award		1	1			1	**3**		$ 545.00
	Respond to contractor RFI's (assumes 20)		1					**1**		$ 245.00
								0		$ -
	Subtotal Task 5	0	4	2	0	0	1	**7**	**$ 4,000.00**	**$ 1,465.00**
								Total Task 5	**$5,465.00**	
	Total	**3**	**15**	**19**	**16**	**3**	**1**	**57**	**$ 28,095.00**	**$ 10,745.00**
								PW #43 Subtotal (Direct Expense + Labor)		**$ 38,840.00**
								8.1875%		**$ 3,180.03**
								PW #43 Total including estimated GRT		**$ 42,020.03**

Village of Ruidoso

FEMA DR-4795-NM PW # 12, 22, 23, 25, 43
TASK ORDER #2024-003P-09

Fee Summary

PW #12 Subtotal	$	170,746.00
PW #22 Subtotal	$	211,457.00
PW #23 Subtotal	$	82,333.00
PW #25 Subtotal	$	61,690.00
PW #43 Subtotal	$	38,840.00
PROJECT TOTAL	**$**	**565,066.00**
Estimated GRT (8.1875%)	$	46,264.78
TOTAL FEE (including estimated GRT)	**$**	**611,330.78**

Ruidoso FEMA#12, 22, 23, 25, 43

Survey Services
Fee Summary

Survey Proposal #: **S-2026129**

Date: October 21, 2025

		Standard or Special Fee Schedule		STANDARD	
V 2025.10.03		Labor Cost	Direct Cost	Task Percent of Total	Total Cost
1	FEMA #12	$ 120,725.00	$ 25,056.00	37.7%	**$ 145,781.00**
2	FEMA #22	$ 124,461.00	$ 25,776.00	38.9%	**$ 150,237.00**
3	FEMA #23	$ 31,149.00	$ 6,264.00	9.7%	**$ 37,413.00**
4	FEMA #25	$ 24,311.00	$ 4,824.00	7.5%	**$ 29,135.00**
5	FEMA #43	$ 19,271.00	$ 4,824.00	6.2%	**$ 24,095.00**
	Total	**$ 319,917.00**	**$ 66,744.00**	100.0%	**$ 386,661.00**

Location:	**Ruidoso, NM**
Description:	**Topographic Survey of FEMA #12, 22, 23, 25, 43**
Client:	**Village of Ruidoso**

$ 386,661.00

General Notes

This proposal is for surveying services related to the Ruidoso Restoration & Improvements Package, FEMA DR-4795-NM PW #11, 21, 290 & 299. The location of this project is scattered throughout the Ruidoso area.

Field Survey
Multiple control points will be set throughout the project area as identified in the provided kmz's to adequately support the topographic survey needs of this project. The control and project coordinate system will be tied to NAD83(2011), NAVD88 and projected to a modified ground system based on New Mexico State Plane Coordinates – Central Zone, USFoot.

Topographic survey data will be collected to meet a 1"=50' horizontal accuracy. A topographic survey will then be conducted based on the limits that were provided. Enough data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey, including but not limited to grade breaks, drainage structures, fences, curb/gutter, edge of pavement/concrete, visible utility features, and paint marks left by utility owners which designate underground facilities. Manhole and drop inlet invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open. Culverts will be identified in the condition that they are found; if accessible, inverts will be identified, but if there is excessive sediment in the culvert a top of pipe measurement as well as a ground measurement in the center of the accessible culvert will be taken.

The areas to be identified will include the centerline and edge of road and will extend from the centerline to identify and accessible drainage channels adjacent to the road(s) as applicable. If the road(s) to be identified cross a bridge that was not specified below, the surface limits of the bridge will be identified, but the underside of the bridge to include water level and the extent of erosion will not be identified.

Bridges specifically identified as needing survey (Country Club, Main Road, Hull Road, Reese Drive, Gavilin Canyon, and Eagle Drive Bridges) will be surveyed so as to identify the channel 100 feet up and downstream of the bridge and culverts, as well as offset from the channel of the river a sufficient distance so as to identify any erosion of the channel. LiDAR data will also be collected at the above-named bridges to obtain a highly accurate depiction of the condition of the bridge at the time of survey.

Survey Deliverables
Deliverable items will include:
a.Control Report stamped and signed by a New Mexico Professional Land Surveyor describing the survey control set onsite, including field methodology, coordinate system parameters, and datums used with a datasheet for each monument, as required by the Minimum Standards for Surveying in New Mexico.
b.Civil 3D 2025 files including a 2D and 3D planimetric, a surface file, as well as a ReCap file using BH NCS Standards

CIVIL ENGINEERING SCOPE OF WORK

RESTORATION & IMPROVEMENTS PACKAGE

FEMA DR-4795-NM PW # 12, 22, 23, 25, 43

DATE: September 15, 2025

PREPARED BY:

D.W.DUKES, LLC

PO Box 312

Ruidoso, NM 88355

PREPARED FOR:

Village of Ruidoso

313 Cree Meadows Drive

Ruidoso, NM 88345

September 15, 2025

Mr. Ronald Sena
Village Manager
Village of Ruidoso
313 Cree Meadows Drive,
Ruidoso, NM. 88345

Subject: FEMA DR-4795-NM PW # 12, 22, 23, 25, & 43 Civil Engineering Scope of Work

Dear Mr. Sena,

Per your request, a scope of work has been prepared for an engineering firm to initiate roadway restoration and improvements related to FEMA DR-4795-NM. The Scope of Work is provided in Appendix A. It includes five FEMA projects—PW # 12, 22, 23, 25, & 43 —detailed in Appendix B. These projects encompass the following roadways:

1. Everest Drive
2. Sandia Road
3. Olympia Road
4. Sequoia Drive
5. Tonto Drive
6. Valencia Drive
7. Catron Road
8. Chiracahua Lane
9. Cibola Circle
10. Whitney Drive
11. Kaibab Drive
12. Maple Drive
13. Ash Drive
14. South Oak Drive
15. Valonia Lane
16. Porr Drive
17. Alonzo Way
18. Coyote Lane
19. Johnson Road
20. Slay Road
21. Sleepy Hollow Road
22. Hummingbird Lane
23. Forest Service Road 127A
24. Del Norte Drive
25. Ranier Road
26. Mont Blanc Drive
27. Coyote Ln Bridge

All work, including engineering fees, is FEMA-reimbursable, provided it aligns with the approved FEMA project scopes. The engineering firm's scope has been written broadly to cover all required tasks, minimizing the need for future task order amendments.

Please let me know if I can provide any further assistance in developing the engineering scope of work.

Respectfully,

Dennis W. Dukes, PE
Owner

APPENDIX A

Scope of Work

1. Project Overview

This project involves engineering design services for the restoration of flood- and fire-damaged infrastructure captured under FEMA PW #12, #22, #23, #25, and #43 (Appendix B). The FEMA projects are funded under DR-4795-NM and involve roadway, culvert, ditch, embankment, and bridge restoration.

The engineering firm will prepare construction plans and specifications to support competitive bidding by general contractors.

2. Design Objectives

- Restore roads, bridge approaches, culverts, embankments, erosion control measures, and drainage features to pre-disaster design, function, and capacity.
- Ensure the design meets applicable local, state, and federal codes and standards.
- Incorporate FEMA-approved hazard mitigation measures where cost-effective and feasible.
- Support development of complete bid package(s) for contractor procurement.
- Maintain all work within existing roadway rights-of-way or FEMA project limits as described in Appendix B.
- Provide phasing options as needed to support construction sequencing.

3. Scope of Engineering Services

3.1 Project Kickoff & Site Investigation

- Review FEMA documentation in Appendix B (DDD, SOW, cost estimates).
- Conduct field reconnaissance to verify existing conditions.
- Survey limits of repair, including roadway centerlines, culvert crossings, bridge approaches, ditch and embankment extents.
- If required, perform geotechnical investigation where roadway subgrades or embankments require reconstruction.

3.2 Preliminary Engineering

- Define horizontal and vertical roadway alignments and cross-sections.
- Evaluate subgrade, embankment, and bridge approach reconstruction needs.
- Analyze drainage and culvert hydraulics, verifying in-kind sizing and capacity.
- Identify environmental and ROW constraints.

3.3 Final Design & Construction Documents

- Roadway restoration (asphalt, aggregate, gravel roads).
- Bridge approach repair at Coyote Bridge (PW 43).
- Embankment stabilization and erosion control.
- Culvert replacements in PW 23 and PW 25.
- Ditch shaping and drainage improvements PW 12 and PW 22.
- Guardrail and drainage masonry elements where applicable.
- Traffic control plan.
- Erosion and sedimentation control plan.
- Construction notes and technical specifications.
- Bid quantities and engineer's estimate.

3.4 Permitting & Coordination

- Assist in obtaining required permits (EPA, NMED, USACE if applicable).
- Coordinate with Village of Ruidoso and utilities.

3.5 Bid Support

- Respond to contractor RFIs.
- Attend pre-bid meetings (if requested).
- Provide addendum support as needed.

4. Key Design Elements (Summary)

Per FEMA documentation, major work areas include:

- PW 12: Subdivision road and ditch restoration (asphalt, aggregate base, stone masonry drainage features).
- PW 22: Roads and embankments (asphalt and gravel restoration, erosion repairs).
- PW 23: Culvert restoration (18–60 in. CMP pipes, inlet/outlet erosion repair).
- PW 25: Culvert replacement and associated roadway section reconstruction.
- PW 43: Coyote Bridge roadway approaches, ditch and surface repair, fill replacement.

5. Deliverables

- Survey data (PDF + CAD).
- Preliminary design submittal (30% or as defined).
- Final plan set (PDF + CAD).
- Technical specifications and construction notes.
- Engineer's cost estimate and quantity takeoff.
- Complete bid-ready construction package.

6. Schedule

- Notice to Proceed: [Insert]
- Field investigation complete: [Insert]
- 60% Design: [Insert]
- Final Design (100%): [Insert]
- Bid package delivery: [Insert]

7. Assumptions

- All work will occur within existing public ROW.
- No major utility relocations are anticipated.
- FEMA-supplied dimensions and scopes are assumed accurate unless modified by field verification.

APPENDIX B

PW # 12

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	754951 **P/W #** 12	**Project Type**	Estimated Costs
Project Category	C - Roads and Bridges	**Applicant**	Ruidoso, Village of (027-65210-00)
Project Title	Cree Meadows/White Mountain Subdivision Roads	**Event**	4795DR-NM (4795DR)
Project Size	Small	**Declaration Date**	6/20/2024
Activity Completion Date	12/20/2025	**Incident Start Date**	6/17/2024
Process Step	Obligated	**Incident End Date**	8/20/2024

Damage Description and Dimensions

The Disaster # 4795DR, which occurred between *06/17/2024* and *08/20/2024*, caused:

Damage #1393206; Cree Meadows/White Mountain Subdivision Roads Set 1

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Cree Meadows/White Mountain Subdivision Roads Set 1
- **Facility Description:** Peak Canyon Roads
- **Approx. Year Built:** 2010
- **Location Description:** Cree Meadows/White Mountain Subdivision Roads Set 1
- **Road Type:** Asphalt
- **Width (ft):** 22
- **Number of Lanes:** 2

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages to the roads occurred. Extreme heat from wildfires caused damage to the roadway and flooding caused severe erosion to the roadways.

Road Damage:

Site 03 - Everest Drive RD 2 (33.38414, -105.67502):

- Ditches, 45.9259 CY of Ditch (West) (Unclassified Fill Material Removal), 124 FT long x 5 FT wide x 2 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 05 - Sandia Road RD 2 (33.37795, -105.67387):

- Ditches, 82.6667 CY of Ditch (East) (Unclassified Fill Material Removal), 124 FT long x 6 FT wide x 3 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 06 - Sandia Road RD 3 (33.38039, -105.67471):

- Ditches, 65.7778 CY of Ditch (East) (Unclassified Fill Material Removal), 148 FT long x 3 FT wide x 4 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 07 - Sandia Road RD 4 S:(33.38391, -105.67307), E:(33.38310, -105.67413):

- Embankment, 290.6667 CY of Embankment Erosion (East) , 436 FT long x 6 FT wide x 3 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding caused erosion to the roadway ditch/embankment, 0% work completed.
- Surface, 20.1852 CY of Asphalt Material, 436 FT long x 5 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, erosion of the embankment undermined the edge of roadway pavement causing it to break and fail, 0% work completed.
- Base, 40.3704 CY of Aggregate Material, 436 FT long x 5 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, erosion of the embankment undermined the edge of roadway pavement causing it to break and fail, 0% work completed.

Site 08 - Olympia Road RD 1 S:(33.376792, -105.67500), E:(33.376162, -105.67432):

- Surface, 55 CY of Asphalt Material, 270 FT long x 22 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding caused severe erosion to the roadways, 0% work completed.
- Base, 120 CY of Aggregate Material, 270 FT long x 24 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding caused severe erosion to the roadways, 0% work completed.

Site 09 - Olympia Road RD 2 (33.37512, -105.67368):

- Ditches, 8.8889 CY of Ditch (East) (Unclassified Fill Material Removal), 60 FT long x 4 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 10 - Olympia Road RD 3 (33.37639, -105.67482):

- Ditches, 51.5556 CY of Ditch (West) (Unclassified Fill Material Removal), 174 FT long x 4 FT wide x 2 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 12 - Sequoia Drive RD 2 (33.37204, -105.67150):

- Ditches, 51.5556 CY of Ditch (East) (Unclassified Fill Material Removal), 174 FT long x 4 FT wide x 2 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 13 - Sequoia Drive RD 3 (33.37188, -105.67158):

- Ditches, 1.3333 CY of Ditch (East) (Unclassified Fill Material Removal), 12 FT long x 3 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 14 - Sequoia Drive RD 4 (33.37194, -105.67218):

- Ditches, 1.3333 CY of Ditch (West) (Unclassified Fill Material Removal), 12 FT long x 3 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 15 - Sequoia Drive RD 5 (33.37207, -105.67216):

- Ditches, 5.1111 CY of Ditch (West) (Unclassified Fill Material Removal), 46 FT long x 3 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 16 - Sequoia Drive RD 6 (33.37383, -105.67453):

- Headwall , 5.3333 CY of Stone Masonry, 24 FT long x 1 FT wide x 6 FT high, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced

severe sediment to the roadway ditch/embankment, 0% work completed.
- Stepped Channel Wall , 7.1111 CY of Stone Masonry, 6 FT long x 8 FT wide x 4 FT high, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 17 - Sequoia Drive RD 7 (33.37381, -105.67466):
- Embankment, 266.6667 CY of Embankment (West Channel) (Unclassified Fill Material Removal), 40 FT long x 30 FT wide x 6 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 18 - Sequoia Drive RD 8 (33.37518, -105.67471):
- Ditches, 7.4074 CY of Ditch (West) (Unclassified Fill Material Removal), 50 FT long x 4 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Site 19 - Sequoia Drive RD 9 (33.37620, -105.67474):
- Ditches, 10.6667 CY of Ditch (West) (Unclassified Fill Material Removal), 12 FT long x 8 FT wide x 3 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.
- Surface, 5 CY of Asphalt Material, 108 FT long x 5 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding caused erosion to the roadway edge, 0% work completed.
- Base, 10 CY of Aggregate Material, 108 FT long x 5 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding caused erosion to the roadway edge, 0% work completed.

Site 30 - Tonto Drive RD 2 (33.37038, -105.67314):
- Ditches, 5.3333 CY of Ditch (North) (Unclassified Fill Material Removal), 24 FT long x 6 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages to the roads occurred. Flooding introduced severe sediment to the roadway ditch/embankment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393208; Cree Meadows/White Mountain Subdivision Roads Set 2

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Cree Meadows/White Mountain Subdivision Roads Set 2
- **Facility Description:** Peak Canyon Roads
- **Approx. Year Built:** 2010
- **Location Description:** Cree Meadows/White Mountain Subdivision Roads Set 2
- **Road Type:** Asphalt
- **Width (ft):** 22
- **Number of Lanes:** 2

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages to the roads occurred. Extreme heat from wildfires caused damage to the roadway and flooding caused severe erosion to the roadways.

Road Damage:

Site 01: Valencia Drive Start (33.35909, -105.67284) End (33.36062, -105.67411):

- Surface, 793 CY of Gravel Surface, 2,379 FT long x 18 FT wide x 0.5 FT deep, flooding caused severe erosion to the roadway , 0% work completed.
- Base, 793 CY of Base Material, 2,379 FT long x 18 FT wide x 0.5 FT deep, flooding caused severe erosion to the roadway , 0% work completed.

Site 02: Catron Road Roadway 1 Start (33.36043, -105.67430) End (33.36307, -105.67462):

- Surface, 220.4444 CY of Gravel Surface, 992 FT long x 12 FT wide x 0.5 FT deep, flooding caused severe erosion to the roadway , 0% work completed.
- Base, 220.4444 CY of Base Material, 992 FT long x 12 FT wide x 0.5 FT deep, flooding caused severe erosion to the roadway , 0% work completed.

Site 04: Catron Road Roadway 3 (west) (33.36435, -105.67466):

- Ditches, 1.4815 CY of unclassified fill material, 10 FT long x 4 FT wide x 1 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 05: Catron Road Roadway 4 (west) (33.36445, -105.67466):

- Ditches, 10.6667 CY of unclassified fill material, 36 FT long x 4 FT wide x 2 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 06: Catron Road Roadway 5 (west) (33.36502, -105.67462):

- Ditches, 12.1481 CY of unclassified fill material, 82 FT long x 4 FT wide x 1 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 07: Catron Road Roadway 6 (west) (33.36510, -105.67461):

- Ditches, 13.3333 CY of unclassified fill material, 90 FT long x 4 FT wide x 1 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 08: Catron Road Roadway 7 (west) (33.36561, -105.67466):

- Ditches, 6.6667 CY of unclassified fill material, 45 FT long x 4 FT wide x 1 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 09: Catron Road Roadway 8 (west) (33.36578, -105.67467):

- Ditches, 2.963 CY of unclassified fill material, 20 FT long x 4 FT wide x 1 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 10: Catron Road Roadway 9 (west) (33.36616, -105.67459):

- Ditches, 6.6667 CY of unclassified fill material, 30 FT long x 4 FT wide x 1.5 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 17: Chiracahua Lane Roadway 2 (west) (33.36885, -105.67463):

- Ditches, 5.9259 CY of unclassified fill material, 20 FT long x 4 FT wide x 2 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 18: Chiracahua Lane Roadway 3 (north) (33.36950, -105.67236):

- Ditches, 10.6667 CY of unclassified fill material, 24 FT long x 6 FT wide x 2 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 19: Chiracahua Lane Roadway 4 (north) (33.36885, -105.67236):

- Ditches, 120.8889 CY of unclassified fill material, 68 FT long x 8 FT wide x 6 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 20: Chiracahua Lane Roadway 5 (north) Start (33.36942, -105.67204) End (33.36925, -105.67123):

- Ditches, 112 CY of unclassified fill material, 252 FT long x 8 FT wide x 1.5 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Site 22: Cibola Circle Roadway 2 (33.37010, -105.67174):

- Ditches, 8.8889 CY of unclassified fill material, 30 FT long x 4 FT wide x 2 FT deep, flooding introduced severe sediment to the roadway embankment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the Applicant.

This DDD was created using the information provided by the applicant.

Final Scope

1393206 Cree Meadows/White Mountain Subdivision Roads Set 1

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Peak Canyon Roads to restore these facilities back to their pre-disaster design, function and capacity within the existing footprint.

Peak Canyon Road Ditches: *(See Project Notes 2 & 7)*
A. Remove and replace Ditches, 337.57 CY of Unclassified Fill Material

Site 07 - Sandia Road RD 4:
B. Replace Embankment, 290.6667 CY of Embankment material (East)
C. Replace Surface, 20.1852 CY of Asphalt Material
D. Replace Base, 40.3704 CY of Aggregate Material

Site 08 - Olympia Road RD 1 S: 33.376792, -105.67500, E: *33.376066, -105.674467*: *(Revised End GPS Coordinates)*
E. Replace Surface, 55 CY of Asphalt Material
F. Replace Base, 120 CY of Aggregate Material

Site 16 - Sequoia Drive RD 6:
G. Remove and replace Headwall, 5.3333 CY of Stone Masonry, 24 FT long x 1 FT wide x 6 FT high
H. Remove and replace Stepped Channel Wall, 7.1111 CY of Stone Masonry, 6 FT long x 8 FT wide x 4 FT high

Site 17 - Sequoia Drive RD 7:
I. Remove and replace Embankment, 266.6667 CY of Embankment material (West Channel)

Site 19 - Sequoia Drive RD 9:
J. Replace Surface, 5 CY of Asphalt Material
K. Replace Base, 10 CY of Aggregate Material

Work to be Completed Total: $70,971.21

Project Notes:

1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.
2. The material quantities in the SOW have been combined for simplicity and streamline the total of all replacement materials of like or similar type.
3. All site estimates for work to be completed were generated using NM DOT Weighted Averages and RS Means. See attachment labeled 754951 - 4795 NM - CRC Costing Spreadsheet.xlsx.
4. For Work to be completed, the quantities on the Scope of Work and Cost Estimate are based on actual calculations of the dimension provided in the DDD.
5. All work will be completed within the applicants ROW. If staging of equipment and materials would be needed, that work will be staged within the applicants ROW.
6. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding.

Documentation of borrow sources utilized is required at closeout.

7. **Ditch removal:** The Contractor shall dispose of Material in accordance with Section 107, “Legal Relations, Environmental Requirements, and Responsibility to the Public” unless otherwise specified in the Contract. The Contractor shall not dispose of Material within the Project Limits without written approval from the Project Manager. See NM DOT Standard Specifications for Highway and Bridge Construction, 2019 Edition, Page 112.

1393208 Cree Meadows/White Mountain Subdivision Roads Set 2

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Peak Canyon Roads to restore these facilities back to their pre-disaster design, function and capacity within the existing footprint.

Site 01: Valencia Drive:
A. Replace Surface, 793 CY of Gravel Surface
B. Replace Base, 793 CY of Base Material

Site 02: Catron Road Roadway 1:
C. Replace Surface, 220.4444 CY of Gravel Surface
D. Replace Base, 220.4444 CY of Base Material

Site 04: Catron Road Roadway 3:
E. Remove and replace Ditches, 1.4815 CY of unclassified fill material

Catron Road / Chiracahua Lane / Cibola Circle: *(See Scope Notes)*
F. Remove and replace Ditches, 312.31 CY of unclassified fill material

Work to be Completed Total: $56,278.76

Scope Notes:

1. The material quantities in the SOW have been combined for simplicity and streamline the total of all replacement materials of like or similar type.
2. **Ditch removal:** The Contractor shall dispose of Material in accordance with Section 107, “Legal Relations, Environmental Requirements, and Responsibility to the Public” unless otherwise specified in the Contract. The Contractor shall not dispose of Material within the Project Limits without written approval from the Project Manager. See NM DOT Standard Specifications for Highway and Bridge Construction, 2019 Edition, Page 112.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$70,971.21	Uncompleted
9001 (Contract)	1.00	Lump Sum	$56,278.76	Completed

CRC Gross Cost	$127,249.97
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$127,249.97
Federal Share (75.00%)	$95,437.48
Non-Federal Share (25.00%)	$31,812.49

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	8/25/2025	$95,437.48	75%	Accepted	4795DRNMP00000121

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.

- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.

- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.

- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.

- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.

- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.

- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

- The Applicant certifies the following: IMPARTIAL DELIVERY OF PUBLIC ASSISTANCE: All work claimed was delivered in an impartial manner as required by Title VI of the Civil Rights Act, Section 308 of the Stafford Act, 42 U.S.C. § 5151, and applicable provisions of laws and authorities prohibiting discrimination. DAMAGE: All damage claimed was a direct result of the Presidential emergency and major disaster declaration. The damage did not result from a lack of maintenance. WORK: All work claimed to restore the facility back to its pre-disaster design function and capacity was required as a direct result of the major disaster declaration, is located within the designated area, and is the Applicant's legal responsibility. CODE AND STANDARD COMPLIANCE: All facilities are being restored in accordance with all federal and SLTT code and standard requirements. PROCUREMENT AND CONTRACTING: The Applicant is using the most restrictive of either its own documented policies and procedures for procurement or federal procurement and contracting laws in accordance with 2 C.F.R. Part 200. The Applicant is following Environmental Protection Agency guidelines for procurement of recovered materials; and including all applicable required contract provisions. COST REASONABLENESS: All costs claimed are reasonable and of a type recognized as ordinary and necessary for the type of facility and work as required by 44 C.F.R. §

206.228 and 2 C.F.R. §200.404. TRUE AND CORRECT STATEMENTS: All information provided is true and correct. Upon submittal this project application becomes a legal document. The False Claims Act (31 U.S.C. §§3729-3733) prohibits the submission of false or fraudulent claims for payment to the federal government. It is a violation of federal law to intentionally make false statements or hide information when applying for Public Assistance. This can carry severe criminal and civil penalties including a fine of up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, 1040, and 3571). The Applicant acknowledges: NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS: The Applicant acknowledges it must comply with all federal civil rights laws and authorities prohibiting discrimination, including but not limited to, Section 308 of the Stafford Act, 42 U.S.C. § 5151, which requires the impartial delivery of disaster services and activities without discrimination. INSURANCE: When FEMA provides assistance for permanent work to repair or restore a facility, Stafford Act § 311 requires the applicant to ensure the facility and contents with the types and extent of insurance that is reasonably available, adequate, and necessary to protect the facility against future loss. FEMA refers to this as the requirement to "obtain and maintain" insurance requirement. If the Applicant does not comply with this insurance requirement, FEMA will deny or deobligate PA funding for that facility and the facility is ineligible for PA funding in any subsequent disaster. DOCUMENTATION REQUIREMENTS: The Applicant acknowledges it must continue to retain all source documentation, including project eligibility records and financial records, for three years after the date the Recipient submits to FEMA certification of completion of the last Small Project. SLTT government laws may require longer retention periods. Real property and equipment disposition, audits, and litigation may also require longer retention periods. If requested, Applicants must provide documentation to FEMA. Recipients may require documentation not otherwise required by FEMA (such as actual cost documentation for Small Projects). In such cases, the Applicant must provide the documentation to the Recipient.

Insurance

Additional Information

7/25/2025

Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Bobbie Smith, Insurance Specialist
CRC Central

O&M Requirements

There are no Obtain and Maintain Requirements on **Cree Meadows/White Mountain Subdivision Roads**.

406 Mitigation

There is no additional mitigation information on **Cree Meadows/White Mountain Subdivision Roads**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.
- The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

EHP Additional Info

There is no additional environmental historical preservation on **Cree Meadows/White Mountain Subdivision Roads**.

Final Reviews

Final Review

Reviewed By JOSEPH, DERWIN D. **Reviewed On** 08/11/2025 2:16 PM MDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Moon, John **Reviewed On** 08/11/2025 3:44 PM MDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Queller, Eric **Signed On** 08/14/2025

PW # 22

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	755413 **P/W #** 22	**Project Type**	Estimated Costs
Project Category	C - Roads and Bridges	**Applicant**	Ruidoso, Village of (027-65210-00)
Project Title	Perk Canyon Roads, Ditches, & Embankments	**Event**	4795DR-NM (4795DR)
Project Size	Small	**Declaration Date**	6/20/2024
Activity Completion Date	12/20/2025	**Incident Start Date**	6/17/2024
Process Step	Obligated	**Incident End Date**	8/20/2024

Damage Description and Dimensions

The Disaster # 4795DR, which occurred between *06/17/2024* and *08/20/2024*, caused:

Damage #1393185; Perk Canyon Roads Set 1

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Peak Canyon Roads - Set 1
- **Facility Description:** Roads in Peak Canyon Area
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon
- **Road Type:** Asphalt and Gravel (Multiple)
- **Width (ft):** 24
- **Number of Lanes:** 2

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages to the roads occurred.

Road Damage:

Site 01 - Maple Drive (33.34310, -105.69185):

- Surface, 7.4074 CY of Asphalt, 40 FT long x 20 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 16.2963 CY of Aggregate, 40 FT long x 22 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred , 0% work completed.

Site 06 - Ash Drive (33.34319, -105.69002):

- Surface, 13.4444 CY of Asphalt, 66 FT long x 22 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 29.3333 CY of Aggregate, 66 FT long x 24 FT wide x 0.5 FT deep, due to surface

water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 07 - South Oak Drive (33.34098, -105.68872):

- Surface, 28.5185 CY of Asphalt, 140 FT long x 22 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 62.2222 CY of Aggregate, 140 FT long x 24 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 08 - Valonia Lane (33.34052, -105.68709):

- Surface, 16 CY of Asphalt, 108 FT long x 16 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 36 CY of Aggregate, 108 FT long x 18 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 09 - Porr Drive (33.33762, -105.68080):

- Surface, 8.8889 CY of Asphalt, 40 FT long x 24 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 19.2593 CY of Aggregate, 40 FT long x 26 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 10 - Alonzo Way S:(33.33549, -105.68005), E:(33.33732, -105.67976):

- Surface, 216.8889 CY of gravel, 732 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 216.8889 CY of material, 732 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393186; Perk Canyon Roads Set 2

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Peak Canyon Roads Set 2
- **Facility Description:** Roads in Peak Canyon
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon
- **Road Type:** Asphalt and Gravel
- **Width (ft):** 24
- **Number of Lanes:** 2

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages to roads occurred. Flooding caused severe erosion to the roadways.

Road Damage:

Site 01 - Coyote Lane (33.33316, -105.69397):

- Surface, 14.8148 CY of asphalt, 80 FT long x 20 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work

completed.
- Base, 32.5926 CY of aggregate, 80 FT long x 22 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 03 - Johnson Road S:(33.33458, -105.69030), E:(33.33494, -105.68912):
- Surface, 57.8148 CY of asphalt, 446 FT long x 14 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 132.1481 CY of aggregate, 446 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 04 - Slay Roadway S:(33.33411, -105.68784), E:(33.33532, -105.68680):
- Surface, 97.2222 CY of asphalt, 750 FT long x 14 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 222.2222 CY of aggregate, 750 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 05 - Sleepy Hollow Road (33.33467, -105.68294):
- Surface, 22.963 CY of asphalt, 155 FT long x 16 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 51.6667 CY of aggregate, 155 FT long x 18 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 06 - Sleepy Hollow Road - 2 S:(33.33477, -105.68336), E:(33.33483, -105.68450):
- Surface, 51.8519 CY of asphalt, 350 FT long x 16 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 116.6667 CY of aggregate, 350 FT long x 18 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 07 - Hummingbird Lane S:(33.33374, -105.69030), E:(33.33320 -105.69217):
- Surface, 176.2222 CY of gravel, 732 FT long x 13 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 176.2222 CY of material, 732 FT long x 13 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 08 - Forest Service Road 127A - (33.392753, -105.722534), (33.405426, -105.739134) - Roadway 1:
- Surface, 2,194.0741 CY of gravel, 7,405 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.
- Base, 2,194.0741 CY of material, 7,405 FT long x 16 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, severe erosion to the road occurred, 0% work completed.

Site 09 - Forest Service Road 127A (33.39299, -105.72318) - Roadway 2:
- Embankment, 41.6667 CY of incidental sediment, 15 FT long x 15 FT wide x 5 FT deep, due to surface water flooding after extreme wildfires, sediment from flooding settled on embankment, 0% work completed.

Site 10 - Forest Service Road 127A (33.39496, -105.72710) - Roadway 3:
- Embankment, 1,166.6667 CY of incidental sediment, 60 FT long x 35 FT wide x 15 FT deep, due to surface water flooding after extreme wildfires, sediment from flooding settled on embankment, 0% work completed.

Site 11 - Forest Service Road 127A (33.39489, -105.72716) - Roadway 4:

- Embankment, 129.6296 CY of erosion, 10 FT long x 35 FT wide x 10 FT deep, due to surface water flooding after extreme wildfires, flooding eroded the embankment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393187; Perk Canyon Roads Set 3

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Peak Canyon Roads Set 3
- **Facility Description:** Roads in Peak Canyon Area
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon
- **Road Type:** Asphalt
- **Width (ft):** 24
- **Number of Lanes:** 2

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Extreme heat from wildfires caused damage to the roadways and flooding introduced sediment to the roadway embankment.

Road Damage:

Site 04 - Del Norte Drive (33.37296, -105.66586):

- Guard Rail, 1 each of Galvanized steel with 2 each fish-tail flare ends, 50 FT long x 1 FT high, extreme heat from wildfires and surface flooding caused damage to the guardrail, 0% work completed.
- Posts, 7 each of treated wood, 6 IN long x 8 IN wide x 6 FT high, extreme heat from wildfires and surface flooding caused damage to the guardrail, 0% work completed.
- Posts blocks, 7 each of treated wood, 6 IN long x 8 IN wide x 16 IN high, extreme heat from wildfires and surface flooding caused damage to the guardrail, 0% work completed.
- Mounting and fastening hardware for guardrail, 7 each of DOT-approved galvanized steel, extreme heat from wildfires and surface flooding caused damage to the guardrail, 0% work completed.

Site 09 - Ranier Road / Road 2 (33.37672, -105.67125):

- Embankment, 39.1111 CY of Incidental Sediment, 88 FT long x 6 FT wide x 2 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 10 - Ranier Road / Road 3 (33.37652, -105.67137):

- Embankment, 8.1481 CY of Incidental Sediment, 22 FT long x 5 FT wide x 2 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 11 - Ranier Road / Road 4 (33.37640, -105.67142):

- Embankment, 9.3333 CY of Incidental Sediment, 63 FT long x 4 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 12 - Ranier Road / Road 5 (33.37594, -105.67157):

- Embankment, 12.4444 CY of Incidental Sediment, 28 FT long x 6 FT wide x 2 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 13 - Ranier Road / Road 6 (33.37582, -105.67160):

- Embankment, 10 CY of Incidental Sediment, 18 FT long x 5 FT wide x 3 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 14 Mont Blanc Drive S:(33.382816, -105.671456), E:(33.384323, -105.672437):
- Surface, 30.3241 CY of Asphalt, 655 FT long x 5 FT wide x 0.25 FT deep, extreme heat from wildfires and surface flooding caused damage to the roadway edge, 0% work completed.
- Base, 72.7778 CY of Aggregate Material, 655 FT long x 6 FT wide x 0.5 FT deep, extreme heat from wildfires and surface flooding caused damage to the roadway edge, 0% work completed.

Site 15 - Mont Blanc Drive - 2 (33.38419, -105.67211):
- Embankment, 2.7778 CY of Incidental Sediment, 15 FT long x 5 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 16 - Mont Blanc Drive - 3 (33.38412, -105.67196):
- Embankment, 6.6667 CY of Incidental Sediment, 30 FT long x 6 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 17 - Mont Blanc Drive - 4 (33.38377, -105.67173):
- Embankment, 15.7037 CY of Incidental Sediment, 106 FT long x 4 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 18 - Mont Blanc Drive - 5 (33.38347, -105.67152):
- Embankment, 2.963 CY of Incidental Sediment, 20 FT long x 4 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 19 - Mont Blanc Drive - 6 (33.38303, -105.67145):
- Embankment, 36 CY of Incidental Sediment, 162 FT long x 6 FT wide x 1 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Site 20 - Mont Blanc Drive - 7 (33.38150, -105.67137):
- Embankment, 14.2222 CY of Incidental Sediment, 24 FT long x 8 FT wide x 2 FT deep, extreme heat from wildfires caused damage to the roadway and flooding introduced sediment to the roadway embankment, 0% work completed.

Final Scope

1393185 Perk Canyon Roads Set 1

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Peak Canyon Roads to restore these facilities back to their pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 01 through Site 09: *(See Project Note 2)*
A. Remove and replace Surface, 74.26 CY of Asphalt
B. Replace Base, 163.11 CY of Base Aggregate

Site 10 - Alonzo Way
C. Replace Surface, 216.89 CY of Surface Gravel
D. Replace Base, 216.89 CY of Base Aggregate

Work to be Completed Total: $77,921.30

Project Notes:

1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.
2. The material quantities in the SOW have been combined for simplicity and streamline the total of all replacement materials of Asphalt surface.
3. All site estimates for work to be completed were generated using NM DOT Weighted Averages and RS Means. See attachment labeled 755413 - 4795 NM - CRC Costing Spreadsheet.xlsx.
4. For Work to be completed, the quantities on the Scope of Work and Cost Estimate are based on actual calculations of the dimension provided in the DDD.
5. All work will be completed within the applicants ROW. If staging of equipment and materials would be needed, that work will be staged within the applicants ROW.
6. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

1393186 Perk Canyon Roads Set 2

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Peak Canyon Roads to restore these facilities back to their pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 01 through Site 06: *(See Scope Note 1)*
A. Remove and replace Surface, 244.65 CY of asphalt
B. Replace Base, 549.87 CY of Base aggregate

Site 07 - Hummingbird Lane:
C. Replace Surface, 176.2222 CY of gravel
D. Replace Base, 176.2222 CY of Aggregate material

Site 08 - Forest Service Road 127A - Roadway 1:
E. Replace Surface, 2,194.0741 CY of gravel
F. Replace Base, 2,194.0741 CY of Aggregate material

Site 09 - Forest Service Road 127A - Roadway 2:
G. Replace Embankment, 41.6667 CY of incidental sediment, 15 FT long x 15 FT wide x 5 FT deep

Site 10 - Forest Service Road 127A - Roadway 3:
H. Replace Embankment, 1,166.6667 CY of incidental sediment, 60 FT long x 35 FT wide x 15 FT deep

Site 11 - Forest Service Road 127A - Roadway 4:
I. Replace Embankment, 129.6296 CY of erosion, 10 FT long x 35 FT wide x 10 FT deep

Work to be Completed Total: $491,535.27

Scope Notes:

1. The material quantities in the SOW have been combined for simplicity and streamline the total of all replacement materials of Asphalt surface.
2. For the embankment repair activities, the slopes and ditches will be reshaped and prepared for stabilization to ensure long-

term stability and prevent erosion. Any additional material needed will be sourced from a permitted borrow site, complying with all environmental and regulatory requirements.

1393187 Perk Canyon Roads Set 3

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Peak Canyon Roads to restore these facilities back to their pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 04 - Del Norte Drive:
A. Guard Rail, 1 each of Galvanized steel with 2 each fish-tail flare ends
B. Remove and replace Posts, 7 each of treated wood, 6 IN long x 8 IN wide x 6 FT high
C. Remove and replace Posts blocks, 7 each of treated wood, 6 IN long x 8 IN wide x 16 IN high
D. Replace Mounting and fastening hardware for guardrail, 7 each of DOT-approved galvanized steel

Peak Canyon Roads Embankment: *(See Scope Note)*
E. Remove Embankment, 157.37 CY of Incidental Sediment

Site 14 Mont Blanc Drive:
F. Remove and replace Surface, 30.3241 CY of Asphalt
G. Replace Base, 72.7778 CY of Aggregate Material, 655 FT long x 6 FT wide x 0.5 FT deep

Work to be Completed Total: $40,718.76

Scope Notes:

1. The material quantities in the SOW have been combined for simplicity and streamline the total of all replacement materials of like or similar type.
2. **Embankment:** For the embankment repair activities, the slopes and ditches will be reshaped and prepared for stabilization to ensure long-term stability and prevent erosion. Any additional material needed will be sourced from a permitted borrow site, complying with all environmental and regulatory requirements.
3. The Contractor shall dispose of Material in accordance with Section 107, “Legal Relations, Environmental Requirements, and Responsibility to the Public” unless otherwise specified in the Contract. The Contractor shall not dispose of Material within the Project Limits without written approval from the Project Manager. See NM DOT Standard Specifications for Highway and Bridge Construction, 2019 Edition, Page 112.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$77,921.30	Uncompleted
9001 (Contract)	1.00	Lump Sum	$491,535.27	Uncompleted
9001 (Contract)	1.00	Lump Sum	$40,718.76	Uncompleted

CRC Gross Cost	$610,175.33
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$610,175.33
Federal Share (75.00%)	$457,631.50
Non-Federal Share (25.00%)	$152,543.83

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	8/27/2025	$457,631.50	75%	Accepted	4795DRNMP00000221

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.

- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.

- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.

- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.

- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.

- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.

- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

- The Applicant certifies the following: IMPARTIAL DELIVERY OF PUBLIC ASSISTANCE: All work claimed was delivered in an impartial manner as required by Title VI of the Civil Rights Act, Section 308 of the Stafford Act, 42 U.S.C. § 5151, and applicable provisions of laws and authorities prohibiting discrimination. DAMAGE: All damage claimed was a direct result of the Presidential emergency and major disaster declaration. The damage did not result from a lack of maintenance. WORK: All work claimed to restore the facility back to its pre-disaster design function and capacity was required as a direct result of the major disaster declaration, is located within the designated area, and is the Applicant's legal responsibility. CODE AND STANDARD COMPLIANCE: All facilities are being restored in accordance with all federal and SLTT code and standard requirements. PROCUREMENT AND CONTRACTING: The Applicant is using the most restrictive of either its own documented policies and procedures for procurement or federal procurement and contracting laws in accordance with 2 C.F.R. Part 200. The Applicant is following Environmental Protection Agency guidelines for procurement of recovered materials; and including all applicable required contract provisions. COST REASONABLENESS: All costs claimed are reasonable and of a type recognized as ordinary and necessary for the type of facility and work as required by 44 C.F.R. §

206.228 and 2 C.F.R. §200.404. TRUE AND CORRECT STATEMENTS: All information provided is true and correct. Upon submittal this project application becomes a legal document. The False Claims Act (31 U.S.C. §§3729-3733) prohibits the submission of false or fraudulent claims for payment to the federal government. It is a violation of federal law to intentionally make false statements or hide information when applying for Public Assistance. This can carry severe criminal and civil penalties including a fine of up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, 1040, and 3571). The Applicant acknowledges: NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS: The Applicant acknowledges it must comply with all federal civil rights laws and authorities prohibiting discrimination, including but not limited to, Section 308 of the Stafford Act, 42 U.S.C. § 5151, which requires the impartial delivery of disaster services and activities without discrimination. INSURANCE: When FEMA provides assistance for permanent work to repair or restore a facility, Stafford Act § 311 requires the applicant to ensure the facility and contents with the types and extent of insurance that is reasonably available, adequate, and necessary to protect the facility against future loss. FEMA refers to this as the requirement to "obtain and maintain" insurance requirement. If the Applicant does not comply with this insurance requirement, FEMA will deny or deobligate PA funding for that facility and the facility is ineligible for PA funding in any subsequent disaster. DOCUMENTATION REQUIREMENTS: The Applicant acknowledges it must continue to retain all source documentation, including project eligibility records and financial records, for three years after the date the Recipient submits to FEMA certification of completion of the last Small Project. SLTT government laws may require longer retention periods. Real property and equipment disposition, audits, and litigation may also require longer retention periods. If requested, Applicants must provide documentation to FEMA. Recipients may require documentation not otherwise required by FEMA (such as actual cost documentation for Small Projects). In such cases, the Applicant must provide the documentation to the Recipient.

Insurance

Additional Information

7-30-2025

Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable.

No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project. Karl Hall, Insurance Specialist, PA CRC - Central, Denton, TX.

O&M Requirements

There are no Obtain and Maintain Requirements on **Perk Canyon Roads, Ditches, & Embankments**.

406 Mitigation

There is no additional mitigation information on **Perk Canyon Roads, Ditches, & Embankments**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.
- The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

EHP Additional Info

There is no additional environmental historical preservation on **Perk Canyon Roads, Ditches, & Embankments**.

Final Reviews

Final Review

Reviewed By HARRIS, WILLIAM C. **Reviewed On** 08/06/2025 6:44 AM MDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Moon, John **Reviewed On** 08/06/2025 7:18 AM MDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Queller, Eric **Signed On** 08/09/2025

PW # 23

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	755414 **P/W #** 23	**Project Type**	Estimated Costs
Project Category	C - Roads and Bridges	**Applicant**	Ruidoso, Village of (027-65210-00)
Project Title	Perk Canyon Culverts	**Event**	4795DR-NM (4795DR)
Project Size	Small	**Declaration Date**	6/20/2024
Activity Completion Date	12/20/2025	**Incident Start Date**	6/17/2024
		Incident End Date	8/20/2024
Process Step	Obligated		

Damage Description and Dimensions

The Disaster # 4795DR, which occurred between *06/17/2024* and *08/20/2024*, caused:

Damage #1393190; Peak Canyon Culverts Set 1

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Peak canyon Culverts - Set 1
- **Facility Description:** Culverts in the Peak Canyon Area
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon
- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** Multiple
- **Number:** Single

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with sediment and rocks.

Culvert Damage:

Site 01 - Maple Drive (33.34308, -105.69186) :
- Culvert, 1 each of CMP, 40 FT long x 48 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 04 - Ash Drive (33.34320, -105.69003):
- Culvert, 1 each of CMP, 40 FT long x 36 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 05A - South Oak Drive - Culvert 1 (33.34092, -105.68879):
- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after

extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 05B - South Oak Drive - Culvert 2 (33.34114, -105.68869):

- Culvert, 1 each of CMP, 40 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 05C - South Oak Drive - Culvert 3 (33.34101, -105.68871):

- Culvert, 1 each of CMP, 32 FT long x 36 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Culvert, 1 each of CMP, 40 FT long x 36 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Inlet, 11.1111 CY of incidental sediment, 15 FT long x 5 FT wide x 4 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Outlet side, 40.4444 CY of Unclassified Fill Material Erosion, 39 FT long x 4 FT wide x 7 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 06 - Valonia Lane (33.34049, -105.68709):

- Culvert, 2 each of CMP, 48 FT long x 36 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Outlet side, 37.037 CY of incidental sediment, 50 FT long x 10 FT wide x 2 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Inlet, 5.5556 CY of incidental sediment, 10 FT long x 5 FT wide x 3 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 07 - Porr Drive (33.33760, -105.68081) :

- Culvert, 1 each of CMP, 60 FT long x 36 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Outlet side, 111.1111 CY of Unclassified Fill Material Erosion, 20 FT long x 15 FT wide x 10 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Inlet, 11.1111 CY of rip rap, 20 FT long x 15 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393192; Peak Canyon Culverts Set 2

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Peak Canyon Culverts Set 2
- **Facility Description:** Culverts in Peak Canyon
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon
- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** Multiple
- **Number:** Single

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface flooding after extreme wildfires, damages to culverts occurred. Culverts are fully clogged with rock and sediment.

Culvert Damage:

2a - Johnson Road (33.33489, -105.69008):
- Culvert, 1 each of CMP, 48 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

3a - Sleepy Hollow Road (33.33477, -105.68336):
- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

3b - Sleepy Hollow Road (33.33475, -105.68351):
- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

3c - Sleepy Hollow Road (33.33475, -105.68410):
- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

3d - Sleepy Hollow Road (33.33476, -105.68419):
- Culvert, 1 each of CMP, 22 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

4a - Forest Service Road 127A (33.39294, -105.72321):
- Culvert, 1 each of CMP, 40 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

4b - Forest Service Road 127A (33.39491, -105.72715):
- Culvert, 2 each of CMP, 60 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

4c - Forest Service Road 127A (33.40040, -105.73621):
- Culvert, 1 each of CMP, 30 FT long x 60 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393193; Peak Canyon Culverts Set 3

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Peak Canyon Culverts Set 3
- **Facility Description:** Culverts in Peak Canyon
- **Approx. Year Built:** 2010
- **Location Description:** Peak Canyon

- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** Multiple Culverts
- **Number:** Single

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment

Culvert Damage:

Site 01 - Ranier Road - 1 (33.37688, -105.67118):
- Culvert, 1 each of CMP, 54 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 02 - Ranier Road - 2 (33.37657, -105.67134):
- Culvert, 1 each of CMP, 23 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Erosion, 3.1111 CY of Unclassified Fill Material Erosion, 21 FT long x 4 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 03 - Ranier Road - 3 (33.37646, -105.67139):
- Culvert, 1 each of CMP, 32 FT long x 12 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 04 - Ranier Road - 4 (33.37587, -105.67159):
- Culvert, 1 each of CMP, 26 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Erosion, 3.5556 CY of Unclassified Fill Material Erosion, 24 FT long x 4 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 05 - Ranier Road - 5 (33.37576, -105.67160):
- Culvert, 1 each of CMP, 20 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 06 - Ranier Road - 6 (33.37589, -105.67165):
- Culvert, 1 each of CMP, 22 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Erosion, 4.4444 CY of Unclassified Fill Material Erosion, 20 FT long x 6 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 07 - Mont Blanc Drive - 1 (33.38416, -105.67204):
- Culvert, 1 each of CMP, 36 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 08 - Mont Blanc Drive - 2 (33.38407, -105.67189):
- Culvert, 1 each of CMP, 30 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 09 - Mont Blanc Drive - 3 (33.38391, -105.67180):
- Culvert, 1 each of CMP, 28 FT long x 18 IN in diameter, due to surface water flooding after

extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 10 - Mont Blanc Drive - 4 (33.38361, -105.67163):

- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.
- Erosion, 3.2593 CY of Unclassified Fill Material Erosion, 22 FT long x 4 FT wide x 1 FT deep, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 11 - Mont Blanc Drive - 5 (33.38340, -105.67149):

- Culvert, 1 each of CMP, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 12 - Mont Blanc Drive - 6 (33.38327, -105.67148):

- Culvert, 1 each of CMP, 32 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 13 - Mont Blanc Drive - 7 (33.38277, -105.67144):

- Culvert, 1 each of CMP, 28 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 14 - Mont Blanc Drive - 8 (33.38141, -105.67138):

- Culvert, 1 each of CMP, 41 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Site 15 - Mont Blanc Drive - 9 (33.381767, -105.67150):

- Culvert, 1 each of CMP, 41 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment, 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Final Scope

1393190 Peak Canyon Culverts Set 1

Work to be completed

The applicant will utilize force account and/or contract for the repairs to Peak Canyon Culverts Set 1 to restore this facility back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 01

A. Remove and Replace Culvert, 1 each of CMP, 40 FT long x 48 IN

Site 04

B. Remove and Replace Culvert, 1 each of CMP, 40 FT long x 36 IN

Site 05A

C. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

Site 05B

D. Remove and Replace Culvert, 1 each of CMP, 40 FT long x 18 IN

Site 05C

E. Remove and Replace Culvert, 1 each of CMP, 32 FT long x 36 IN

F. Remove and Replace Culvert, 1 each of CMP, 40 FT long x 36 IN

G. Remove Inlet, 11.1111 CY of incidental sediment

H. Remove Outlet side, 40.4444 CY of Unclassified Fill

Site 06

I. Remove and Replace Culvert, 2 each of CMP, 48 FT long x 36 IN

J. Remove Outlet side, 37.037 CY of incidental sediment

K. Remove Inlet, 5.5556 CY of incidental sediment

Site 07

L. Remove and Replace Culvert, 1 each of CMP, 60 FT long x 36 IN

M. Remove Outlet side, 111.1111 CY of Unclassified Fill

N. Remove Inlet, 11.1111 CY of rip rap

Work to be Completed Total: $141,116.00

Project Notes:

1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.

2. All site estimates for work to be completed were generated using RS Means. See document labeled: *755414 - 4795 NM - CRC Costing Spreadsheet.xlsx*, and *ST755414 CEF.xlsx.*

3. While this project falls below the new large project threshold, the Applicant will incur additional soft cost associated with this project that are not covered in the Part A base cost, therefore, the respective CEF Factors have been applied in order to cover these eligible PA cost. Per Stafford Act Section 422 Simplified Procedures Final Rule, FEMA may use CEF factors on small projects as necessary: due to project complexities.

4. All work will be completed within the applicants ROW, if staging of equipment and materials would be needed, they will be staged within the applicants ROW.

5. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

6. FEMA field leadership working with the DHSEM NM has determined that this project will remain as Cat C for replacement of all culverts captured in the DDD per the Applicants stamped recommendation. Refer to document titled: *DR4795NM_VOR_Project 826633_Culvert Replacement Documentation Packet.pdf.*

1393192 Peak Canyon Culverts Set 2

Work to be completed

The applicant will utilize force account and/or contract for the repairs to Peak Canyon Culverts Set 2 to restore this facility back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 2a

A. Remove and Replace Culvert, 1 each of CMP, 48 FT long x 18 IN

Site 3a

B. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

Site 3b

C. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

Site 3c

D. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

Site 3d

E. Remove and Replace Culvert, 1 each of CMP, 22 FT long x 18 IN

Site 4a

F. Remove and Replace Culvert, 1 each of CMP, 40 FT long x 24 IN

Site 4b

G. Remove and Replace Culvert, 2 each of CMP, 60 FT long x 24 IN

Site 4c

H. Remove and Replace Culvert, 1 each of CMP, 30 FT long x 60 IN

Work to be Completed Total: $117,448.00

1393193 Peak Canyon Culverts Set 3

Work to be completed

The applicant will utilize force account and/or contract for the repairs to Peak Canyon Culverts Set 3 to restore this facility back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 01

A. Remove and Replace Culvert, 1 each of CMP, 54 FT long x 18 IN

Site 02

B. Remove and Replace Culvert, 1 each of CMP, 23 FT long x 18 IN

C. Remove Erosion, 3.1111 CY of Unclassified Fill Material Erosion

Site 03

D. Remove and Replace Culvert, 1 each of CMP, 32 FT long x 12 IN

Site 04

E. Remove and Replace Culvert, 1 each of CMP, 26 FT long x 18 IN

F. Remove 3.5556 CY of Unclassified Fill Material

Site 05

G. Remove and Replace Culvert, 1 each of CMP, 20 FT long x 18 IN

Site 06

H. Remove and Replace Culvert, 1 each of CMP, 22 FT long x 24 IN

I. Remove 4.4444 CY of Unclassified Fill Material

Site 07

J. Remove and Replace Culvert, 1 each of CMP, 36 FT long x 18 IN

Site 08

K. Remove and Replace Culvert, 1 each of CMP, 30 FT long x 18 IN

Site 09

L. Remove and Replace Culvert, 1 each of CMP, 28 FT long x 18 IN

Site 10

M. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

N. Remove 3.2593 CY of Unclassified Fill Material

Site 11

O. Remove and Replace Culvert, 1 each of CMP, 24 FT long x 18 IN

Site 12

P. Remove and Replace Culvert, 1 each of CMP, 32 FT long x 18 IN

Site 13

Q. Remove and Replace Culvert, 1 each of CMP, 28 FT long x 18 IN

Site 14

R. Remove and Replace Culvert, 1 each of CMP, 41 FT long x 18 IN

Site 15

S. Remove and Replace Culvert, 1 each of CMP, 41 FT long x 18 IN

Work to be Completed Total: $87,725.00

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$141,116.00	Uncompleted
9001 (Contract)	1.00	Lump Sum	$117,448.00	Uncompleted
9001 (Contract)	1.00	Lump Sum	$87,725.00	Uncompleted

CRC Gross Cost	$346,289.00
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$346,289.00
Federal Share (75.00%)	$259,716.75
Non-Federal Share (25.00%)	$86,572.25

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	9/13/2025	$259,716.75	75%	Accepted	4795DRNMP00000231

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

6/10/2025

Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Bobbie Smith, Insurance Specialist

O&M Requirements

There are no Obtain and Maintain Requirements on **Perk Canyon Culverts**.

406 Mitigation

There is no additional mitigation information on **Perk Canyon Culverts**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source

existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

- The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

EHP Additional Info

There is no additional environmental historical preservation on **Perk Canyon Culverts**.

Final Reviews

Final Review

Reviewed By JOSEPH, DERWIN D. **Reviewed On** 06/30/2025 8:17 AM MDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Moon, John **Reviewed On** 07/09/2025 9:02 PM MDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Queller, Eric **Signed On** 07/17/2025

PW # 25

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	755420 **P/W #** 25	**Project Type**	Estimated Costs
Project Category	C - Roads and Bridges	**Applicant**	Ruidoso, Village of (027-65210-00)
Project Title	Cree Meadows/White Mountain Subdivision Culverts	**Event**	4795DR-NM (4795DR)
Project Size	Small	**Declaration Date**	6/20/2024
Activity Completion Date	12/20/2025	**Incident Start Date**	6/17/2024
Process Step	Obligated	**Incident End Date**	8/20/2024

Damage Description and Dimensions

The Disaster # 4795DR, which occurred between *06/17/2024* and *08/20/2024*, caused:

Damage #1393207; Cree Meadows/White Mountain Subdivision Culverts Set 1

Virtual Tabletop Inspection

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Cree Meadows/White Mountain Subdivision Culverts Set 1
- **Facility Description:** Culverts in Cree Meadows/White Mountain Subdivision
- **Approx. Year Built:** 2010
- **Location Description:** Cree Meadows/White Mountain Subdivision
- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** Multiple
- **Number:** Single

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment.

Culvert Damage:

Site 01 - Whitney Drive (33.38410, -105.67338):

- Culvert, 1 each of CMP - Fully Clogged, 20 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 02 - Everest Drive (33.38467, -105.67472):

- Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 03 - Sandia Road - 1 (33.37862, -105.67437):

- Culvert, 1 each of CMP - Fully Clogged, 22 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 04 - Sandia Road - 2 (33.37878, -105.67458):

- Culvert, 1 each of CMP - Fully Clogged, 56 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 05 - Olympia Road -1 (33.37505, -105.67363):

- Culvert, 1 each of CMP - Fully Clogged, 28 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 05a - Olympia Road (33.378195, -105.675069):

- Culvert, 1 each of CMP Fully Clogged, bent and twisted , 40 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred, 0% work completed.
- Road Surface, 8.1481 CY of Asphalt material , 40 FT long x 22 FT wide x 0.25 FT deep, due to surface water flooding after extreme wildfires, damages to the road occurred. flooding caused erosion to the roadway associated with culvert 5a damages, 0% work completed.
- Road Base , 17.7778 CY of Aggregate material, 40 FT long x 24 FT wide x 0.5 FT deep, due to surface water flooding after extreme wildfires, damages to the road occurred. flooding caused erosion to the roadway associated with culvert 5a damages, 0% work completed.
- Road Subbase , 88.8889 CY of Aggregate material , 40 FT long x 24 FT wide x 2.5 FT deep, due to surface water flooding after extreme wildfires, damages to the road occurred. flooding caused erosion to the roadway associated with culvert 5a damages, 0% work completed.
- Road Subgrade , 248.8889 CY of Aggregate material , 40 FT long x 24 FT wide x 7 FT deep, due to surface water flooding after extreme wildfires, damages to the road occurred. flooding caused erosion to the roadway associated with culvert 5a damages, 0% work completed.

Site 06 - Olympia Road -2 (33.37629, -105.67477):

- Culvert, 1 each of CMP - Fully Clogged, 26 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 07 - Sequoia Drive -1 (33.37211, -105.67152):

- Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 08 - Sequoia Drive - 2 (33.37212, -105.6714):

- Culvert, 1 each of CMP - Fully Clogged, 18 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 09 - Sequoia Drive - 3 (33.37196, -105.67154):

- Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 10 - Sequoia Drive - 4 (33.37176, -105.67187):

- Culvert, 1 each of CMP - Fully Clogged, 39 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 11 - Sequoia Drive - 5 (33.37199, -105.67217):

- Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 12 - Sequoia Drive - 6 (33.37383, -105.67457):

- Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 13 - Sequoia Drive - 7 (33.37510, -105.67472):

- Culvert, 1 each of CMP - Fully Clogged, 30 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 14 - Sequoia Drive -8 (33.37617, -105.67471):

- Culvert, 1 each of CMP - Fully Clogged, 40 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 22 - Tonto Drive (33.37032, -105.67326):

- Culvert, 1 each of CMP - Fully Clogged, 50 FT long x 24 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Site 23 - Kaibab Drive (33.37122, -105.67395):

- Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment., 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the applicant.

Damage #1393209; Cree Meadows/White Mountain Subdivision Culverts Set 2

General Facility Information:

- **Facility Type:** Culverts
- **Facility:** Cree Meadows/White Mountain Subdivision Culverts Set 2
- **Facility Description:** Culverts in Cree Meadows/White Mountain Subdivision
- **Approx. Year Built:** 2010
- **Location Description:** Cree Meadows/White Mountain Subdivision
- **Shape:** Circular
- **Material:** Corrugated Metal/Steel
- **Dimensions Description:** Multiple
- **Number:** Single

General Damage Information:

- **Date Damaged:** 6/20/2024 to 8/20/2024
- **Cause of Damage:** Due to surface water flooding after extreme wildfires, damages occurred. Culverts are fully clogged with rock and sediment.

Culvert Damage:

Site 1: Catron Road (33.36439, -105.67466):

- Culvert, 1 each of CMP 1, 24 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 1: Catron Road (33.36506, -105.67461):

- Culvert, 1 each of CMP 2, 46 FT long x 24 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 1: Catron Road (33.36554, -105.67466):

- Culvert, 1 each of CMP 3, 24 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 1: Catron Road (33.36557, -105.67461):

- Culvert, 1 each of CMP 5, 50 FT long x 24 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 1: Catron Road (33.36573, -105.67466):

- Culvert, 1 each of CMP 4, 22 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 2: Chiracahua Lane (33.36880, -105.67463):

- Culvert, 1 each of CMP 1, 43 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 2: Chiracahua Lane (33.36943, -105.67214):

- Culvert, 1 each of CMP 2, 25 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Site 3: Cibola Circle (33.37008, -105.67163):

- Culvert, 1 each of CMP , 26 FT long x 18 FT in diameter, due to surface water flooding after extreme wildfires, damages occurred. Culvert is fully clogged with rock and sediment., 0% work completed.

Virtual Tabletop Inspection

The information used to populate this DDD came directly from the Applicant.

This DDD was created using the information found in the excel spreadsheet provided by the applicant.

Final Scope

1393207 Cree Meadows/White Mountain 1

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Cree Meadows/White Mountain Subdivision culverts to restore this facility back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 01 - Whitney Drive:
A. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 20 FT long x 18 IN in diameter

Site 02 - Everest Drive:
B. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter

Site 03 - Sandia Road:
C. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 22 FT long x 18 IN in diameter

Site 04 - Sandia Road:
D. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 56 FT long x 24 IN in diameter

Site 05 - Olympia Road:
E. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 28 FT long x 18 IN in diameter

Site 05a - Olympia Road:
F. Remove and replace Culvert, 1 each of CMP Fully Clogged, bent and twisted, 40 FT long x 24 IN in diameter
G. Replace Road Surface, 8.1481 CY of Asphalt material
H. Replace Road Base, 17.7778 CY of Aggregate material
I. Replace Road Subbase, 88.8889 CY of Aggregate material
J. Replace Road Subgrade, 248.8889 CY of Aggregate material

Site 06 - Olympia Road:
K. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 26 FT long x 18 IN in diameter.

Site 07 - Sequoia Drive:
L. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 18 IN in diameter

Site 08 - Sequoia Drive:
N. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 18 FT long x 18 IN in diameter

Site 09 - Sequoia Drive:
O. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 18 IN in diameter

Site 10 - Sequoia Drive:
P. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 39 FT long x 18 IN in diameter

Site 11 - Sequoia Drive:
Q. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter

Site 12 - Sequoia Drive:
R. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 36 FT long x 24 IN in diameter

Site 13 - Sequoia Drive:
S. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 30 FT long x 18 IN in diameter

Site 14 - Sequoia Drive:
T. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 40 FT long x 18 IN in diameter

Site 22 - Tonto Drive:
U. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 50 FT long x 24 IN in diameter

Site 23 - Kaibab Drive:
V. Remove and replace Culvert, 1 each of CMP - Fully Clogged, 24 FT long x 18 IN in diameter

Work to be Completed Total: $140,743.47

Project Notes:

1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.
2. All site estimates for work to be completed were generated using NM DOT Weighted Averages. See attachment labeled *755420 - 4795 NM - CRC Costing Spreadsheet.xlsx.*
3. For Work to be completed, the quantities on the Scope of Work and Cost Estimate are based on actual calculations of the dimension provided in the DDD.
4. All work will be completed within the applicants ROW. If staging of equipment and materials would be needed, that work will be staged within the applicants ROW.
5. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that

was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

6. For culverts indicated to be clogged, due to conditions, structural degradation, and inherent risk of failure during repair activities, full replacement is determined to be the most prudent and technically sound method of repair for all assessed culverts. See attached document labeled, *DR4795NM_VOR_Project 755420_Culvert Replacement Documentation Packet.pdf*

1393209 Cree Meadows/White Mountain 2

Work to be Completed

The applicant will utilize contract and (or) force account for the repairs to Cree Meadows/White Mountain Subdivision culverts to restore this facility back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 1: Catron Road:
A. Remove and replace Culvert, 1 each of CMP 1, 24 FT long x 18 FT in diameter

Site 1: Catron Road:
B. Remove and replace Culvert, 1 each of CMP 2, 46 FT long x 24 FT in diameter

Site 1: Catron Road:
C. Remove and replace Culvert, 1 each of CMP 3, 24 FT long x 18 FT in diameter

Site 1: Catron Road:
D. Remove and replace Culvert, 1 each of CMP 5, 50 FT long x 24 FT in diameter

Site 1: Catron Road:
E. Remove and replace Culvert, 1 each of CMP 4, 22 FT long x 18 FT in diameter

Site 2: Chiracahua Lane:
F. Remove and replace Culvert, 1 each of CMP 1, 43 FT long x 18 FT in diameter

Site 2: Chiracahua Lane:
G. Remove and replace Culvert, 1 each of CMP 2, 25 FT long x 18 FT in diameter

Site 3: Cibola Circle:
H. Remove and replace Culvert, 1 each of CMP, 26 FT long x 18 FT in diameter

Work to be Completed Total: $58,762.04

Scope Note:

1. For culvert removal and replacement, see Project note 6.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$140,743.47	Uncompleted
9001 (Contract)	1.00	Lump Sum	$58,762.04	Uncompleted

CRC Gross Cost	$199,505.51
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$199,505.51
Federal Share (75.00%)	$149,629.14
Non-Federal Share (25.00%)	$49,876.37

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	8/27/2025	$149,629.14	75%	Accepted	4795DRNMP00000251

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

7-25-2025

Property insurance coverage for road(s), road right-of-ways, embankment erosion, bridges or culvert damage represented on this project are not insured or insurable.

No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project. Karl Hall, Insurance Specialist, PA CRC - Central, Denton, TX.

O&M Requirements

There are no Obtain and Maintain Requirements on **Cree Meadows/White Mountain Subdivision Culverts**.

406 Mitigation

There is no additional mitigation information on **Cree Meadows/White Mountain Subdivision Culverts**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
- All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in

part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal finding. Documentation of borrow sources utilized is required at closeout.

EHP Additional Info

There is no additional environmental historical preservation on **Cree Meadows/White Mountain Subdivision Culverts**.

Final Reviews

Final Review

Reviewed By JOSEPH, DERWIN D. **Reviewed On** 08/11/2025 2:10 PM MDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application.

Recipient Review

Reviewed By Moon, John **Reviewed On** 08/11/2025 3:48 PM MDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Queller, Eric **Signed On** 08/14/2025

PW # 43

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	756522 **P/W #** 43	**Project Type**	Estimated Costs
Project Category	C - Roads and Bridges	**Applicant**	Ruidoso, Village of (027-65210-00)
Project Title	Coyote Bridge	**Event**	4795DR-NM (4795DR)
Project Size	Small	**Declaration Date**	6/20/2024
Activity Completion Date	12/20/2025	**Incident Start Date**	6/17/2024
		Incident End Date	8/20/2024
Process Step	Obligated		

Damage Description and Dimensions

The Disaster # 4795DR, which occurred between *06/17/2024* and *08/20/2024*, caused:

Damage #1392379; Coyote Bridge

Physical Site Inspection

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Coyote Bridge and Road
- **Facility Description:** The Coyote Bridge and Road is a wood bridge with concrete wings, serving to the Villages of Ruidoso.
- **Approx. Year Built:** 1960
- **Location Description:** The Villages of Ruidoso Malone Ln, Ruidoso NM 88345
- **Road Type:** Asphalt
- **GPS Latitude/Longitude:** 33.33318, -105.69389
- **Width (ft):** 22
- **Number of Lanes:** 1

General Damage Information:

- **Date Damaged:** 6/17/2024 to 8/20/2024
- **Cause of Damage:** flooding cause washout and soil scouring.

Road Damage:

Site 1 - (33.333184, -105.693893):

Ditches:
- Ditches, 1.96 CY of ditches soil, 53 FT long x 1 FT wide x 1 FT thick, flooding caused erosion to the ditches., 0% work completed.

Road:
- Surface, 7.06 CY of surface, 52 FT long x 22 FT wide x 2 IN thick, flooding caused washout to the surface., 0% work completed.

Scouring:
- Scouring, 0.62 CY of scoring soil, 5 FT long x 5 FT wide x 8 IN deep,

flooding caused movement of sediment, 0% work completed.
- Scouring, 1.11 CY of scoring soil, 3 FT long x 2 FT wide x 5 FT deep, flooding caused movement of sediment, 0% work completed.

Final Scope

1392379 Coyote Bridge

Work to be Completed

The applicant will utilize force account and/or contract for the repairs to Coyote Bridge to restore this facility back to its pre-disaster design, function and capacity within the existing footprint.

Site 1

A. Remove Soil from Ditch 1.96 CY – **See Project Note #6**

B. Remove and Replace Asphalt surface 7.06 CY

C. Replace Fill 0.62 CY

D. Replace Fill 1.11 CY

Work to be Completed Total: $15,912.43

Project Notes:

1. In accordance with FEMA's 422 Simplified Procedures, the project scope and cost were developed from Applicant provided Cost Summaries/Estimates and certified by the Applicant using the Small Permanent Work Project Certifications and Acknowledgements form located in the Essential Elements of Information.

2. Applicant-provided estimate has not been validated, and the costs have been found to be unreasonable using RS Means. See documents labeled: *Reasonable Cost Evaluation (Job Aid) Fillable.pdf and DR-4795-NM Village of Ruidoso 756522 Coyote Bridge Certified Cost Estimate-CRC-Review.xlsx.*

3. Site estimate for work to be completed was generated using RS Means, see attachment labeled *756522- 4795 NM - CRC Costing Spreadsheet.xlsx*

4. All work will be completed within the applicants ROW, if staging of equipment and materials would be needed, they will be staged within the applicants ROW.

5. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

6. Material taken from ditch will be placed back into the ROW.

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$15,912.43	Uncompleted

CRC Gross Cost	$15,912.43
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$15,912.43
Federal Share (75.00%)	$11,934.33
Non-Federal Share (25.00%)	$3,978.10

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	6/3/2025	$11,934.33	75%	Accepted	4795DRNMP00000431

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/20/2025

Project reworked & returned due to an error made by EHP in the EHP Review.

Josselyn Castellanos, Insurance Specialist, CRC-Central

5/12/2025

Project reworked for a cost revision. No insurance changes made.
There are no additional insurance related concerns following the rework of this project.

Josselyn Castellanos, Insurance Specialist, CRC-Central

03/21/2025
This project was previously reviewed by Insurance on **03/13/2025**. Rework for supporting documentation. These revisions do not impact the prior insurance review. Therefore, the prior review remains valid and in place with no updates.

Brett A. Thompson, PA Insurance Specialist (CTR), CRC Surge

03/13/2025

Property insurance coverage for bridge damage as represented in this project are not insured and are typically uninsurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

****Per policy language, bridges are excluded from coverage (See Insurance Documents "DR 4795 NM_Village of Ruidoso_Insurance_Y24 Property Policy5110021.pdf", Page 11of 47, B. PROPERTY EXCLUDED, 14. **Bridges**, tunnels, reservoirs and canals; bulkheads, pilings, docks, piers and wharves)****

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Brett A. Thompson, PA Insurance Specialist (CTR), CRC Surge (CTR)

O&M Requirements

There are no Obtain and Maintain Requirements on **Coyote Bridge**.

406 Mitigation

There is no additional mitigation information on **Coyote Bridge**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
- The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
- The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

EHP Additional Info

There is no additional environmental historical preservation on **Coyote Bridge**.

Final Reviews

Final Review

Reviewed By JOSEPH, DERWIN D. **Reviewed On** 05/21/2025 2:01 PM MDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application. Derwin Joseph

Recipient Review

Reviewed By Moon, John **Reviewed On** 05/28/2025 7:19 AM MDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Queller, Eric **Signed On** 05/31/2025