VILLAGE OF RUIDOSO

AGENDA INDEX **313 Cree Meadows Dr. Ruidoso**
REGULAR MEETING **NM,88345**
JULY 14, 2026 AT 1:00 PM

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
   June 9, 2026 - Regular Meeting
   June 24, 2026 - Special Meeting
   July 7, 2026 - Workshop Meeting

2. Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of Transfer of Ownership of Inter-Local Dispenser Type Liquor Licenses No. DIS-001010 with On Premise Consumption with Patio Service, and License No. DIS-000985 with On Premise Consumption and without Patio Service, for Cattle Baron Restaurants, INC., for operation of said licenses for d/b/a Cattle Baron Steak and Seafood Restaurant at 657 Sudderth Dr., Ruidoso, NM, and Farley's Food Fun & Pub at 1200 Mechem Dr., Ruidoso, NM.

3. Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of a Restaurant A (Beer and Wine) Liquor License with On Premises Consumption Only with Patio Service #BLA-0000021197, for Roso's Ristorante, LLC for operation of said license at 522 Sudderth Dr., Ruidoso, NM.

4. Approval of Adoption of Resolution 2026-152, a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership in the Southeastern New Mexico Economic Development District/Council of Governments (COG).

5. Approval of Task Order #2026-002P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Wastewater Improvements Preliminary Engineering Report in the Amount of $119,752.74 Including NMGRT.

6. Approval of Change Order No. 1 from Rymarc Construction Inc., for the Mechem Drive Additional Work at Modular Home Site and Cabins, Installing Asphalt Driveways, New Steps, Doors, and Concrete Curb, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $189,101.03 Including NMGRT.

7. Approval of Multi-Award of RFP #2026-013P to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work.

8. Approval of Award of RFP #2026-008P to King Industries Corporation for Debris Monitoring.

9. Approval of Multi-Award of RFP #2026-009P to Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal.

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

MAYORAL REPORTS AND PRESENTATIONS

1. Presentation of New Employees and Promotions

2. Presentation of Employees and Department of the Quarter

3. Update on Ironman Event

4. Update on Automated Traffic Enforcement System

VILLAGE MANAGER REPORT

1. Village Manager's Report

2. Recognition of the Housing Hero Award Presented to Mayor Lynn Crawford by the New Mexico Manufactured Housing Association.

3. Update on the Ruidoso Valley Chamber of Commerce Proposed Building Project - Deborah Douds and Leroy Smith

REPORTS FROM MUNICIPAL OFFICIALS

PUBLIC HEARINGS

REGULAR ITEMS

1. Discussion and Possible Action on Adoption of Resolution 2026-153, a Resolution Approving and Authorizing the Master Lease Agreement and Equipment Schedule No. 001 with Customers Commercial Finance, LLC Related to the Ferrara HD77 Ladder Truck/Quint.

2. Discussion and Possible Action on Agreements between the Village of Ruidoso and Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work Multi-Awarded through RFP #2026-013P.

3. Discussion and Possible Action on Agreement between the Village of Ruidoso and King Industries Corporation for Debris Monitoring, Awarded through RFP #2026-008P.

4. Discussion and Possible Action on Agreements between the Village of Ruidoso and Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal Multi-Awarded through RFP #2026-009P.

5. Discussion and Possible Action on Agreement between the Village of Ruidoso and Corporate Flight Management, Inc. d/b/a Contour Airlines, for Terminal Office Space at Sierra Blanca Regional Airport.

6. Discussion and Possible Action on Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

7. Discussion and Possible Action on Acknowledgment of Gordon Gray's Intention to Designate the Village of Ruidoso, a New Mexico Municipal Corporation, as a Fifty Percent (50%) Beneficiary of His Schwab IRA for the Purpose of Supporting Firefighting within the Village Limits.

8. Discussion and Possible Action on Adoption of Resolution 2026-150, a Resolution for Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the 2027 Cooperative (COOP) Agreement in the Amount of $471,489.00.

9. Discussion and Possible Action on Adoption of Resolution 2026-151, A Resolution for Participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for the 2027 Municipal Arterial Program (MAP) Funding in the amount of $368,331.00.

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

Posted July 9, 2026 4:30 p.m.

Yvonne Vigil, Village Clerk

I certify that notice has been given in compliance with 2026-01. 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): Yvonne Vigil, Village Clerk

Meeting Date: July 14, 2026

Re: Approval of Governing Body Minutes
June 9, 2026 - Regular Meeting
June 24, 2026 - Special Meeting
July 7, 2026 - Workshop Meeting

Item Summary:

Approval of Governing Body Minutes
June 9, 2026 - Regular Meeting
June 24, 2026 - Special Meeting
July 7, 2026 - Workshop Meeting

Financial Impact:

None

Item Discussion:

Approval of Governing Body Minutes
June 9, 2026 - Regular Meeting
June 24, 2026 - Special Meeting
July 7, 2026 - Workshop Meeting

Recommendations:

To Approve Governing Body Minutes

ATTACHMENTS:
Regular Council Meeting Minutes June 9, 2026.pdf
Special Meeting Minutes June 24, 2026.pdf
Workshop Meeting Minutes July 7, 2026.pdf

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY REGULAR MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
JUNE 9, 2026
1:00 PM

CALL TO ORDER

Mayor 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, Lutterman, Hooker, Cory, Sanchez and Brophy were recorded present in person. Municipal employees present were Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; Yvonne Vigil, Village Clerk; Levi Beaty, Public Works Director; Steven Minner, Police Chief; Eddie Ryan, Manager of Event and Strategic Partnerships; Isabel Martinez, Water Resource Manager; Matthew Baird, Parks and Recreation Director; Madison Schlotfeldt, Assistant Finance Director; Jason Janopoulos, Deputy Police Chief; Lee Baker, Airport Manager; Christy Coker, Customer Service Manager; Cade Hall, Fire Chief; Christopher Camacho, GIS Coordinator/Planner; Vyanca Vega, Project Manager; Salvador Beltran, School Resource Officer; Cheryl Gerthe, Human Resource Manager; Roderick Kimbrell, Purchasing Agent; Samantha Samaniego, Police Department Administrative Assistant; Natalia Vargas, Fire Department Administrative Assistant; Tillman Freeman, Police Lieutenant; Daniel Hildeman, Police Lieutenant; and Michael Sralik, Safety Coordinator. Legal Counsel Present via Zoom was Stephen Ross. Employees present via Zoom were Dick Cooke, Forestry Director; Robyn Bryant, Solid Waste Office Manager; Anthony Montes, Community Center Manager; Terry Yarborough, Water Production Manager; Judi Starkovich, Finance Director; Dianne Staab, Library Manager; Robin Parks, Finance Specialist; Eric Queller, Emergency Manager; Vera Wheeler, Capital Project Coordinator; Bernadeen Hererra, Convention Center Manager; and Isaac Garcia, RWWTP Director.

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

ROLL CALL

APPROVAL OF AGENDA

Councilor Hooker moved to Approve the Agenda as Presented and to Allow the Mayor to Move Items as Necessary. Councilor Brophy seconded and the motion carried with a roll call vote of all ayes.

CONSENT REGULAR ITEMS

1 Approval of Governing Body Minutes
May 12, 2026 - Regular Meeting
May 28, 2026 - Special Meeting
June 2, 2026 - Workshop Meeting

2 Approval of Bid Submittal and Indicating the Ability of the Municipality to Dedicate

Significant Time and Resources to the Planning and Execution of the New Mexico Municipal League Annual Conference in September of 2029.

3 Approval of Participation in Federal Communications Commission (FCC) Auction No. 114 for 132 Commercial FM Construction Permits.

4 Approval of Resolution 2026-102, a Resolution Allowing the Use of Recreational Vehicles as Temporary Housing; and Providing for the Repeal of Resolution 2024-29, Approved by the Governing Body on the 29th Day of July 2024.

5 Approval of Adoption of Resolution 2026-103, a Resolution in Relation to the $918,415.00 Loan/Grant Agreement Dated January 19, 2024 by and 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 a Second Additional Grant Amount of $2,500,000.00 from the Lender/Grantor to Finance the Construction Cost Overruns of the Project Resulting in a Total Grant Amount of $4,484,413.00; 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.

6 Approval of Joint Funding Agreement #25RGJFA23 Amendment 002 with the United States Department of the Interior, United States Geological Survey (USGS) for the Operation of USGS Streamflow and Precipitation Gages with a Village Cost Share of $64,000.00.

7 Approval of Award of RFP #2026-010P to LJA Engineering, Inc for Professional Engineering Services for Sierra Blanca Regional Airport (SBRA).

8 Approval of Contract between the Village of Ruidoso and the Ruidoso Municipal School District for Police Services for the 2026-2027 School Year.

9 Approval of Joint Powers Agreement between the Village of Ruidoso and the Board of Education for the Ruidoso Municipal School District Regarding Placement of a School Resource Officer at Ruidoso Schools.

10 Approval of Adoption of Resolution 2026-104, a Resolution Finding the Property Located at 103 Hiding Pl. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-75, Adopted by the Governing Body on the 27th of April 2026.

11 Approval of Adoption of Resolution 2026-105, a Resolution Finding the Property Located at 101 Robin Rd. Ruidoso, New Mexico, No Longer a Public Nuisance; and Providing for the Repeal of Resolution 2026-87, Adopted by the Governing Body on the 27th of April 2026.

Councilor Cory moved to Approve the Consent Regular Items as presented. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

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

William Hall suggested creating a report to update the legislature on federal obligations and matching funds needed, emphasizing the importance of communication for securing state funding.

Debra Butts highlighted the need for increased awareness and support for elderly residents, particularly regarding safety and emergency preparedness.

David Tetreault discussed the economic impact of recent tournaments and advocated for new sports fields and facilities to support local youth and attract events.

Daniella Lucero, representing the Ice Melting Union, addressed concerns about immigration enforcement, surveillance, and transparency in local government, demanding changes and greater accountability.

MAYORAL REPORTS AND PRESENTATIONS

1 Presentation of New Employees and Promotions

Mayor Crawford recognized the following New Hires and Promotions:

New Hires:

- Samantha Samaniego- PD Admin Assistant – DOH 6-8-2026
- Derek Coker- Street Department Heavy Equip Operator - DOH 6-1-2026
- Natalia Vargas-Fire Department Admin Assistant - DOH 6-8-2026

Promotions:

- Isabel Martinez- Water Resources Manager - Effective: 5-31-2026
- Tillman Freeman- Police Lieutenant - Effective 5-17-2026
- Daniel Hildeman- Police Lieutenant - Effective 5-17-2026
- Christopher Camacho- Community Development Director - Effective 5-31-2026
- Michael Sralik - Safety Officer - Effective 6-8-2026

2 Presentation of Retirement Plaque to Jaime Urban, Police Lieutenant, for his Service to the Village of Ruidoso from September 2007 through June 2026.

3 Presentation of Retirement Plaque to Salvador Beltran, School Resource Officer, for his Service to the Village of Ruidoso from June 2010 through June 2026.

Mayor Crawford presented a retirement plaque to Salvador Beltran, School Resource Officer.

BOARD AND COMMISSION APPOINTMENTS

1 Discussion and Possible Action on Appointment of Lynn D. Crawford as Voting Delegate and Appointment of Alternate Voting Delegate for the New Mexico Municipal League Annual Business Meeting to be Held Thursday, August 27, 2026, During the New Mexico Municipal League Annual Conference.

Councilor Lutterman moved To Approve Appointment of Lynn D. Crawford as Voting Delegate and Adam Sanchez as Alternate Voting Delegate for the New Mexico Municipal League Annual Business Meeting to be Held Thursday, August 27, 2026, During the New Mexico Municipal League Annual Conference. Councilor Brophy seconded and the motion carried with a roll call vote of all ayes.

VILLAGE MANAGER REPORT

1 Village Manager's Report

Christy Coker provided an update on upcoming utility rate increases, explaining that base rates would increase by approximately $16.80 per bill.

2 Update on 603 Mechem Drive

Levi Beaty provided an update on the 603 Mechem housing development project, reporting that nine homes had passed inspection, with one still pending due to a water leak issue under one home.

3 Update on FEMA Legacy Bridges

Heath Dobrovolny discussed upcoming public meetings on June 16-17 regarding the Legacy Bridge project, with Bohannon Houston presenting new designs and seeking public input on FEMA funded bridge improvements.

4 Update on Clean and Lien (Blighted) Properties

Heath Dobrovolny discussed the clean and lien program for properties affected by disaster, explaining that if property owners do not respond within 10 days, the village will clear the property and place the costs as a lien on the deed; the program was being implemented under pressure from FEMA to enforce the ordinance, and a town hall meeting was scheduled for June 15th to discuss available programs including the state's private property debris removal, the village's clean lien program, and the county's buyout program.

5 Update on Short Term Rental Software and Management

Christopher Camacho reported on the short-term rental software implementation, noting progress in resolving system issues and increasing permitted STRs to 1,397.

REPORTS FROM MUNICIPAL OFFICIALS

Councilor Salas stated the following: He attended the tour for Elk Meadows and was impressed; the disk golf courses were busy over the weekend; and Cedar Creek trails were closed, but there were plenty other trails to enjoy.

Councilor Hooker stated after visiting other tourist communities the village was on track and he loved being a part of the community.

Councilor Lutterman stated Officer Beltran would be missed and was an asset to the schools and the students.

Councilor Brophy stated the following: He was grateful for village staff, the slow rain, and the Governing Body; intentions of the Governing Body were pure; and hooray for summer.

Councilor Cory stated the following: Congratulations to officer Beltran; the Ruidoso Valley Chamber of Commerce banquet was June 26th at the Inn of the Mountain Gods and the theme was a Night at the Prom; and the Chamber would be holding a fundraiser for their new building.

Councilor Sanchez congratulated the employees who received promotions.

PUBLIC HEARINGS

1 Public Hearing on Adoption of Ordinance 2026-10, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Article II- Land Development Code; Division 4-Zoning Districts; Section 54-72 – Overlay Zones; and Appendix A—Fees, Fines, and Penalties.

Jacob Rigsby presented Ordinance 2026-10 regarding the short-term rental permit revocation processes and fire pit regulations.

Mayor Crawford opened the public hearing for the purpose of adoption of ordinance 2026-10, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Article II- Land Development Code; Division 4-Zoning Districts; Section 54-72 – Overlay Zones; and Appendix A—Fees, Fines, and Penalties. Mayor Crawford then asked if there was any public comment concerning the ordinance. There being none Mayor Crawford closed the public hearing.

Councilor Cory moved To Approve Adoption of Ordinance 2026-10, an Ordinance Amending the Village of Ruidoso Municipal Code of Ordinances Chapter 54, Land Use; Article II- Land Development Code; Division 4-Zoning Districts; Section 54-72 – Overlay Zones; and Appendix A—Fees, Fines, and Penalties. Councilor Brophy seconded and the motion carried with a roll call vote of all ayes.

2 Public Hearing on Objection to Adopted Resolution 2026-64, a Resolution Finding the Property Located at 141 Sleepy Hollow Rd., Ruidoso, New Mexico, a Public Nuisance.

No Action was taken on this item.

REGULAR ITEMS

1 Discussion and Possible Action on Recommendation from Planning and Zoning Commission on Vacation of Easement Case #EV2026-04, with the Establishment of a New Underground Utility Easement on Property Zoned C-2 Community Commercial District Located at 315 Sudderth Drive (Lot 53A-1, Block 8), of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Christopher Camacho stated, Bryan Dooley on behalf of Region 9 Education Cooperative was requesting to vacate the current Storm Water Drainage Culvert Easement with the establishment of a new Underground Utility Easement on

property zoned C-2 Community Commercial District located at 315 Sudderth Drive (Lot 53A-1, Block 8), of the Palmer Gateway Subdivision, Ruidoso, New Mexico.

Councilor Lutterman moved To Approve Recommendation from Planning and Zoning Commission on Vacation of Easement Case #EV2026-04, with the Establishment of a New Underground Utility Easement on Property Zoned C-2 Community Commercial District Located at 315 Sudderth Drive (Lot 53A-1, Block 8), of the Palmer Gateway Subdivision, Ruidoso, New Mexico. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032.

Isabel Martinez state the following: The Infrastructure Capital Improvement Plan was a planning document that outlined and prioritized anticipated capital projects for the Village; and the ICIP process encouraged entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan for, fund, and develop infrastructure at a pace that sustains their activities.

Ms. Martinez presented the list of priorities to the Governing Body.

Councilor Hooker moved To Approve Adoption of Resolution 2026-106, a Resolution Authorizing the Village of Ruidoso to Submit the Infrastructure Capital Improvement Plan to the New Mexico Finance Authority for FY2028-2032. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

3 Discussion and Possible Action on Utility Cooperative Agreement between the Village of Ruidoso and New Mexico Department of Transportation for Construction of Major Drainage Improvements and Removal of Water Line.

Levi Beaty stated the following: this was part of NMDOT project 2105090; NMDOT would include relocation and construction of the water line as part of their construction contract; and the Village of Ruidoso would be paying NMDOT the estimated $215,184.94 for the construction.

Mr. Beaty emphasized the line would be relocated and not removed.

Councilor Hooker moved To Approve Utility Cooperative Agreement between the Village of Ruidoso and New Mexico Department of Transportation for Construction of Major Drainage Improvements and Relocation of Water Line. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

4 Discussion and Possible Action on Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices.

Lee Baker stated the following: In order for the Airport to generate the revenue needed to purchase future loads of fuel and help maintain operating capitol it was

important to adjust fuel prices associated with the current refinery prices; and he recommended a $1.25 markup on low lead fuel.

Councilor Brophy moved To Approve Adopting a Fixed Markup Rate of $1.25 per Gallon on Avfuel 100 Low Lead Gasoline and to Allow the Sierra Blanca Regional Airport the Ability to Set Fuel Prices Based on the Current Refinery Rack Prices. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

5 Discussion and Possible Action on Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P.

Lee Baker stated LJA Engineering was awarded RFP #2026-010P for development of project plans and specifications for the Sierra Blanca Regional Airport.

Councilor Sanchez To Approve Agreement between the Village of Ruidoso and LJA Engineering, Inc for Professional Engineering Services at Sierra Blanca Regional Airport (SBRA) Awarded through RFP #2026-010P. Councilor Salas seconded and the motion carried with a roll call vote of all ayes.

6 Discussion and Possible Action on Quote for Three (3) Year Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT.

Madison Schlotfeldt presented the investment breakdown showing costs of $209,955.01 for the first year, $68,001 for the second year, and $71,401 for the third year.

Judi Starkovich explained the Village was currently tracking 50 grants manually through 37 active spreadsheets, making the new system necessary to handle expected FEMA projects.

John Weingand from OpenGov gave a demonstration of the system's features.

Councilor Cory moved To Approve Quote for Three (3) Year Services with Vertosoft for OpenGov E-Procurement, Project Management, and Grant Management Software Utilizing Sourcewell Contract# 060624-VTO in the Amount of $349,357.35 Including NMGRT. Councilor Salas seconded and the motion carried with a roll call vote of all ayes.

7 Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office for Conducting and/or Assisting with Fire Code Inspections.

Chief Hall stated the following: Ruidoso Fire Department would conduct annual inspections of businesses within the district boundaries except for educational facilities including public schools, private schools, charter schools,

universities/colleges, and cannabis facilities; with respect to the excepted businesses, the Ruidoso Fire Department would provide a department representative to accompany the State Fire Marshal Inspector during the inspection; and the Ruidoso Fire Department would continue to conduct origin and cause investigations and call in New Mexico State Fire Marshal's Office investigators when deemed necessary.

Councilor Hooker moved To Approve Memorandum of Understanding between the Village of Ruidoso and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office for Conducting and/or Assisting with Fire Code Inspections. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

8 Discussion and Possible Action on Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance.

Councilor Lutterman moved To Approve Adoption of Resolutions 2026-107 (206 Eagle Dr. Unit 1101), 2026-108 (206 Eagle Dr. Unit 1102), 2026-109 (206 Eagle Dr. Unit 1103), 2026-110 (206 Eagle Dr. Unit 1201), 2026-111 (206 Eagle Dr. Unit 1202), 2026-112 (206 Eagle Dr. Unit 1203), Resolution 2026-113 (206 Eagle Dr. Unit 1301), 2026-114 (206 Eagle Dr. Unit 1302), 2026-115 (206 Eagle Dr. Unit 1303), and 2026-116 (206 Eagle Dr. Unit 2201) Resolutions Finding the Properties a Public Nuisance. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

9 Discussion and Possible Action on Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr. Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance.

Councilor Cory moved To Approve Adoption of Resolutions 2026-117 (206 Eagle Dr. Unit 2202), 2026-118 (206 Eagle Dr. Unit 2301), 2026-119 (206 Eagle Dr. Unit 2302), 2026-120 (206 Eagle Dr. Unit 3101), 2026-121 (206 Eagle Dr. Unit 3102), 2026-122 (206 Eagle Dr. Unit 3103), Resolution 2026-123 (206 Eagle Dr. Unit 3104), 2026-124 (206 Eagle Dr. Unit 3105), 2026-125 (206 Eagle Dr. Unit 3201), and 2026-126 (206 Eagle Dr. Unit 3202) Resolutions Finding the Properties a Public Nuisance. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

10 Discussion and Possible Action on Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-

136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance.

Councilor Brophy moved To Approve Adoption of Resolutions 2026-127 (206 Eagle Dr. Unit 3203), 2026-128 (206 Eagle Dr. Unit 3204), 2026-129 (206 Eagle Dr. Unit 3205), 2026-130 (206 Eagle Dr. Unit 3301), 2026-131 (206 Eagle Dr. Unit 3302), 2026-132 (206 Eagle Dr. Unit 3303), Resolution 2026-133 (206 Eagle Dr. Unit 3304), 2026-134 (206 Eagle Dr. Unit 3305), 2026-135 (206 Eagle Dr. Unit 4101), and 2026-136 (206 Eagle Dr. Unit 4102) Resolutions Finding the Properties a Public Nuisance. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

11 Discussion and Possible Action on Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolution 2026-144 (103 Robin Rd.) Resolutions Finding the Properties a Public Nuisance.

Councilor Hooker moved To Approve Adoption of Resolutions 2026-137 (206 Eagle Dr. Unit 4103), 2026-138 (206 Eagle Dr. Unit 4201), 2026-139 (206 Eagle Dr. Unit 4202), 2026-140 (206 Eagle Dr. Unit 4203), 2026-141 (206 Eagle Dr. Unit 4301), 2026-142 (206 Eagle Dr. Unit 4302), Resolution 2026-143 (206 Eagle Dr. Unit 4303), Resolution 2026-144 (103 Robin Rd.) Resolutions Finding the Properties a Public Nuisance. Councilor Cory seconded and the motion carried with a roll call vote of all ayes. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Hooker 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 Sanchez 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 3:46 p.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; and Yvonne Vigil, Village Clerk.

Mayor Crawford adjourned the Closed Session and reconvened the Regular Meeting at 4:37 p.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 Lutterman 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 Regular Meeting at 4:37 p.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of July, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY SPECIAL MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
JUNE 24, 2026
10:00 AM

NOTICE OF SPECIAL MEETING

CALL TO ORDER

Mayor Crawford called the Special Meeting of the Governing Body, Village of Ruidoso, to order at 10:00 a.m. by calling for a Moment of Silence and the Pledge of Allegiance/Salute to the State Flag. Councilors Lutterman, Hooker, Cory, Salas, Brophy and Sanchez were recorded present in person. Municipal employees present in person were Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; Yvonne Vigil, Village Clerk; Eddie Ryan, Manager of Events and Strategic Planning; Cade Hall, Fire Chief; Madison Schlotfeldt, Assistant Finance Director; Roderick Kimbrell, Purchasing Agent; Christopher Camacho, Community Development Director; Isabel Martinez, Water Resource Manager; Christy Coker, Customer Service Manager; Matthew Baird, Parks and Recreation Director; William Green, Fire Captain; Alec Davis, Fire Lieutenant; Victor Perez, Firefighter; and Steven Minner, Police Chief. Legal counsel present for the Village of Ruidoso via Zoom was Darrell Mori; and Maria O'Brien. Employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Vera Wheeler, Capital Projects Coordinator; and Robin Parks, Finance Specialist.

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

ROLL CALL

AGENDA ITEMS

1 Discussion and Possible Action on Quote from 411 Equipment, LLC for Ferrara HD77 Ladder Truck Utilizing CES Contract #2024-25-C115-ALL, in the Amount of $1,622,595.00.

Chief Hall stated the following: the current Ladder Truck was 20 years old; purchasing the truck would help with the Village's ISO rating; the Village was required to have two ladder trucks; and he was reviewing financing options for this purchase.

Councilor Cory moved To Approve Quote from 411 Equipment, LLC for Ferrara HD77 Ladder Truck Utilizing CES Contract #2024-25-C115-ALL, in the Amount of $1,622,595.00. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

2 Discussion and Possible Action on Proposal from Siddons-Martin Emergency Group, LLC for Pierce Stock 43920 Pumper utilizing New Mexico State Price Agreement

#10-00000-21-00101AK in the amount of $520,847.00.

Chief Hall stated this pumper truck would replace the current antiquated one.

Councilor Lutterman moved To Approve Proposal from Siddons-Martin Emergency Group, LLC for Pierce Stock 43920 Pumper utilizing New Mexico State Price Agreement #10-00000-21-00101AK in the amount of $520,847.00. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

3 Discussion and Possible Action on Hangar Purchase and Sale Agreement between Thomas Jason Heller (Seller), and Luke Meader (Buyer) for Hanger P-9, Located at the Sierra Blanca Regional Airport.

Heath Dobrovolny stated the following: The current lease was on its second option, which would expire October 30, 2026; there were two remaining five year options which would run through October 30, 2036; the lease automatically reverted to the Village at the end of the term, including all interest in the property; utilities were transferred to Village; and hangar should be free and clear of all debt, liens or encumbrances; the lease requireed Village approval to sell, transfer or assign; If assigned, the lessee was still responsible if assignee defaults; lessee, Jason Heller, was requesting approval to sell the lease interests to Luke Meader, effective June 30, 2026; this would be a great opportunity for the Village to acquire the lease; however, it appears that the Lessee has already found a buyer and has tentatively accepted an offer; the Village had approval rights over the sale; however, approval cannot unreasonably be withheld; if approval was given and the sale fell through for whatever reason, the Village should consider working with the Lessee to acquire the lease; since the lease reverted back to the Village, lessee could only sell the value of the remaining 10 years of the Lease without a negotiation with the Village to extend the term; and It appeared in the Hangar Purchase and Sale Agreement that the Buyer was asking the lessee to use best efforts to obtain an additional 10 years on the lease which would effectively extend the lease through October 30, 2046**,** which was not recommended.

The Governing Body clarified that the buyer would need to negotiate for any lease extensions beyond the initial ten years with the Council.

Councilor Hooker moved To Approve Hangar Purchase and Sale Agreement between Thomas Jason Heller (Seller), and Luke Meader (Buyer) for Hanger P-9, Located at the Sierra Blanca Regional Airport. Councilor Salas seconded and the motion carried with Councilors Hooker, Salas, Cory, Sanchez, and Brophy voing aye; and Councilor Lutterman voting nay.

4 Discussion and Possible Action on Adoption of Resolution 2026-149, a Resolution Providing Updates to The FY 2027 Travel Policy.

Madison Schlotdfeldt stated the following: Updates to the FY 2027 Travel Policy aligned with the state's travel policy; international Per Diem travel increased to $325 per 24-hour period; and International meal allowances increased to $113 per 24-hour

period.

Councilor Cory moved To Approve Adoption of Resolution 2026-149, a Resolution Providing Updates to The FY 2027 Travel Policy. Councilor Brophy seconded and the motion carried with a roll call vote of all ayes.

5 Discussion and Possible Action on Task Order #2026-001P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Asset Management Plan Update and Water Valve GPS Mapping in the Amount of $99,923.06 Including NMGRT.

Isabel Martinez stated the following: The work would include Village of Ruidoso Asset Management Asset Data Acquisition for the estimated 1,000 Water Valves and GIS Mapping work to connect the waterlines to the newly located water valves within the Village of Ruidoso on GIS shape files for delivery to the Village GIS Department; and the work would also include using the existing Asset Management preliminary information and documents to create an Asset Management Plan and Report that would be in full compliance with NMED and WTB AM requirements.

Councilor Sanchez moved To Approve Task Order #2026-001P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Asset Management Plan Update and Water Valve GPS Mapping in the Amount of $99,923.06 Including NMGRT. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

6 Discussion and Possible Action on Multi-Award of RFP #2026-012P to Sedona Contracting, Inc., MP Chavez Enterprises Inc., J&H Services, Inc., Barraza & Sons, LLC., Crosstown Construction & Trucking, LLC., and Jack Johnson Excavating, Inc. for On Call Utility Work.

Councilor Sanchez recused himself from this item and left the room.

Isabel Martinez stated the following: The purpose of the Request for Proposal (RFP) was to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of On-Call Utility Work for the Village of Ruidoso; the procurement obtained on-call contracts for urgent and emergency utility repairs; establishing the contracts would reduce the procurement time and costs; Public Works had recently had trouble finding this type of work covered by multiple contractors through statewide price agreement and CES; the RFP would help the department accomplish anticipated emergency repair work in a timely manner to maintain health and safety standards; procurement allowed the Village to select an On-Call Utility Work Service based on qualifications that are most suitable to the needs of the Village; it was anticipated that award under this RFP would result in a Professional Services Contract that would 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 on 5/28/26, Las Cruces Sun News and Albuquerque Journal on 5/28/26; Thirty-nine (39) 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: Crosstown Construction & Trucking, LLC., J&H Services, Inc., Jack

Johnson Excavating, Inc., MP Chavez Enterprises, Inc.; Zero (0) addenda were issued; Proposal Submission Deadline was 6/12/26 at 3:00 pm.; and the Evaluation Committee recommended the award of RFP 2026-012P for On-Call Utility Work to Sedona Contracting, Inc., MP Chavez Enterprises, Inc., J&H Services, Inc., Barraza & Sons, LLC., Crosstown Construction & Trucking, LLC., Jack Johnson Excavating, Inc.

Councilor Cory moved To Approve Multi-Award of RFP #2026-012P to Sedona Contracting, Inc., MP Chavez Enterprises Inc., J&H Services, Inc., Barraza & Sons, LLC., Crosstown Construction & Trucking, LLC., and Jack Johnson Excavating, Inc. for On Call Utility Work. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

7 Discussion and Possible Action on Agreements between the Village of Ruidoso and Sedona Contracting, Inc., MP Chavez Enterprises Inc., J&H Services, Inc., Barraza & Sons, LLC., Crosstown Construction & Trucking, LLC., and Jack Johnson Excavating, Inc. for On Call Utility Work Multi-Awarded through RFP #2026-012P.

Councilor Sanchez recused himself from this item and left the room.

Isabel Martinez stated the following: Agreements were on call agreements for urgent and emergency utility repairs; and the water and sewer work performed under these agreements would result in quick restoration of services for the Village.

Councilor Hooker moved To Approve Agreements between the Village of Ruidoso and Sedona Contracting, Inc., MP Chavez Enterprises Inc., J&H Services, Inc., Barraza & Sons, LLC., Crosstown Construction & Trucking, LLC., and Jack Johnson Excavating, Inc. for On Call Utility Work Multi-Awarded through RFP #2026-012P. Councilor Cory seconded and the motion carried with a roll call vote of all ayes.

Councilor Sanchez returned to the room.

8 Discussion and Possible Action on Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities.

Matthew Baird stated Facilities included for joint use were White Mountain Sports Complex, Gavilan Field, School House Park Tennis Courts, Horton Auxiliary Gym and Horton Stadium.

Councilor Hooker moved To Approve Memorandum of Understanding between the Village of Ruidoso and the Ruidoso Municipal Schools for the Joint Use of Facilities. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

9 Discussion and Possible Action on Adoption of Resolution 2026-145, a Resolution Finding the Property Located at 107 Pondersoa Dr., Ponderosa Heights Subdivision, Unit III, Block 19, Lot 11 and Unit III, Block 19, Lot 12, East 1/2 of Lot 11, Ruidoso, NM 88345 a Public Nuisance.

Heath Dobrovolny stated the property located at the address on this Resolution in Ruidoso, New Mexico was in violation of the Village of Ruidoso Code of Ordinances

Chapter 38-81.

Councilor Salas moved To Approve Adoption of Resolution 2026-145, a Resolution Finding the Property Located at 107 Pondersoa Dr., Ponderosa Heights Subdivision, Unit III, Block 19, Lot 11 and Unit III, Block 19, Lot 12, East 1/2 of Lot 11, Ruidoso, NM 88345 a Public Nuisance. Councilor Hooker seconded and the motion carried with a roll call vote of all ayes.

10 Discussion and Possible Action on Adoption of Resolution 2026-146, a Resolution Providing for the Repeal of Resolution 2026-38, Adopted by the Governing Body on the 27th of April 2026 and Finding the Property Located at 153A Fern Trl. Ruidoso, New Mexico, a Public Nuisance.

Heath Dobrovolny stated the following: The Village of Ruidoso found that the property located at 153 Fern Trl. Ruidoso, New Mexico was incorrectly identified; the resolution provided for the repeal of the incorrect address and identified the correct address of 153A Fern Trl.

Councilor Cory moved To Approve Adoption of Resolution 2026-146, a Resolution Providing for the Repeal of Resolution 2026-38, Adopted by the Governing Body on the 27th of April 2026 and Finding the Property Located at 153A Fern Trl. Ruidoso, New Mexico, a Public Nuisance. Councilor Lutterman seconded and the motion carried with a roll call vote of all ayes.

11 Discussion and Possible Action on Adoption of Resolution 2026-147, a Resolution Providing for the Repeal of Resolution 2026-90, Adopted by the Governing Body on the 27th of April 2026, and Finding the Property Located at 640 Sudderth Dr. Ruidoso, New Mexico, a Public Nuisance.

Heath Dobrovolny stated the following: The Village of Ruidoso found that the property located at 654 Sudderth Dr., Ruidoso, New Mexico was incorrectly identified; the resolution provided for the repeal of the incorrect address and identified the correct address of 640 Sudderth Dr.

Councilor Lutterman moved To Approve Adoption of Resolution 2026-147, a Resolution Providing for the Repeal of Resolution 2026-90, Adopted by the Governing Body on the 27th of April 2026, and Finding the Property Located at 640 Sudderth Dr. Ruidoso, New Mexico, a Public Nuisance. Councilor Sanchez seconded and the motion carried with a roll call vote of all ayes.

12 Discussion and Possible Action on Adoption of Resolution 2026-148, a Resolution Providing for the Repeal of Resolution 2026-81, Adopted by the Governing Body on the 27th Day of April 2026, and Finding the Property Located at 412 River Trl. Ruidoso, New Mexico, a Public Nuisance.

Heath Dobrovolny stated the following: The Village of Ruidoso found that the property located at 417 River Trl., Ruidoso, New Mexico was incorrectly identified; the resolution provided for the repeal of the incorrect address and identified the correct address of 412 River Trl.

Councilor Lutterman moved To Approve Adoption of Resolution 2026-148, a Resolution Providing for the Repeal of Resolution 2026-81, Adopted by the Governing Body on the 27th Day of April 2026, and Finding the Property Located at 412 River Trl. Ruidoso, New Mexico, a Public Nuisance. Councilor Salas seconded and the motion carried with a roll call vote of all ayes.

CLOSED SESSION

Councilor Hooker 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 Cory 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 11:00 a.m.

Present in closed session were members of the Governing Body, Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; and Yvonne Vigil, Village Clerk.

Mayor Crawford adjourned the Closed Session and reconvened the Special Meeting at 11:21 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 Sanchez 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 11:22 a.m.

MINUTES ARE DRAFT UNTIL APPROVED:

Minutes were passed and approved on this 14th day of July, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

VILLAGE OF RUIDOSO
VILLAGE OF RUIDOSO GOVERNING BODY WORKSHOP MEETING MINUTES
313 CREE MEADOWS DR. RUIDOSO
NM,88345
JULY 7, 2026
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 Cory, Salas, Sanchez, Hooker and Lutterman were recorded present in person. Councilor Brophy was recorded absent. Municipal employees present in person were Ronald L. Sena, Village Manager; Heath Dobrovolny, Deputy Village Manager; Yvonne Vigil, Village Clerk; Steven Minner, Police Chief; Christy Coker, Customer Service Manager; Joshua Long, Assistant Public Works Director; Eddie Ryan, Manger of Events and Strategic Partnerships; Vyanca Vega, Capital Projects Coordinator; Lee Baker, Airport Manager; Madison Schlotfeldt, Assistant Finance Director; Cade Hall, Fire Chief; Eric Queller, Emergency Manager; Jerry Parsons, Solid Waste Manager; Matthew Baird, Parks and Recreation Director; Michelle Gomez, Finance Director; and Isabel Martinez, Water Resource Manager. Municipal employees present via Zoom were Dianne Staab, Library Manager; Anthony Montes, Community Center Manager; Robyn Bryant, Office Manager; Terry Yarborough, Water Production Manager Vera Wheeler, Capital Project Coordinator; Gina Corliss, Executive Administrative Assistant; and Robin Parks, Finance Specialist. There was no Village of Ruidoso Legal Counsel present.

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

ROLL CALL

AGENDA ITEMS

1 Discussion on Adoption of Resolution 2026-152, a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership in the Southeastern New Mexico Economic Development District/Council of Governments (COG).

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 July 14, 2026 Regular Council Meeting.

2 Discussion on Agreement between the Village of Ruidoso and Corporate Flight Management, Inc. d/b/a Contour Airlines, for Terminal Office Space at Sierra Blanca Regional Airport.

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 July 14, 2026 Regular

Council Meeting.

3 Discussion on Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

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 July 14, 2026 Regular Council Meeting.

4 Discussion on Acknowledgment of Gordon Gray's Intention to Designate the Village of Ruidoso, a New Mexico Municipal Corporation, as a Fifty Percent (50%) Beneficiary of His Schwab IRA for the Purpose of Supporting Firefighting within the Village Limits.

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 July 14, 2026 Regular Council Meeting.

5 Discussion on Task Order #2026-002P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Wastewater Improvements Preliminary Engineering Report in the Amount of $119,752.74 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 July 14, 2026 Regular Council Meeting.

6 Discussion on Adoption of Resolution 2026-150, a Resolution for Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the 2027 Cooperative (COOP) Agreement in the Amount of $471,489.00.

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 July 14, 2026 Regular Council Meeting.

7 Discussion on Adoption of Resolution 2026-151, A Resolution for Participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for the 2027 Municipal Arterial Program (MAP) Funding in the amount of $368,331.00.

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 July 14, 2026 Regular Council Meeting.

8 Discussion on Change Order No. 1 from Rymarc Construction Inc., for the Mechem Drive Additional Work at Modular Home Site and Cabins, Installing Asphalt Driveways, New Steps, Doors, and Concrete Curb, Utilizing Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $189,101.03 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 July 14, 2026 Regular Council Meeting.

9 Discussion on Multi-Award of RFP #2026-013P to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., and Summit Operations, Inc. for On Call Roadway and Drainage Work.

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 July 14, 2026 Regular Council Meeting.

10 Discussion on Agreements between the Village of Ruidoso and Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., and Summit Operations, Inc. for On Call Roadway and Drainage Work Multi-Awarded through RFP #2026-013P.

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 July 14, 2026 Regular Council Meeting.

11 Discussion on Award of RFP #2026-009P to King Industries Corporation for Debris Monitoring.

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 July 14, 2026 Regular Council Meeting.

12 Discussion on Agreement between the Village of Ruidoso and King Industries Corporation for Debris Monitoring, Awarded through RFP #20260-009P.

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 July 14, 2026 Regular Council Meeting.

13 Discussion on Multi-Award of RFP #2026-009P to Southwest Contracting & Associates, LLC., DRC Emergency Response, Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal.

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 July 14, 2026 Regular Council Meeting.

14 Discussion on Agreements between the Village of Ruidoso and Southwest Contracting & Associates, LLC., DRC Emergency Response, Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal Multi-Awarded through RFP #2026-009P.

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 July 14, 2026 Regular Council Meeting.

ADJOURN

There being no further business to come before the Governing Body, Mayor Crawford adjourned the workshop meeting at 9:14 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved on this 14th day of July, 2026.

APPROVED:

_____
Lynn D. Crawford, Mayor

ATTEST:

_____
Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 2.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: July 14, 2026

Re: Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of Transfer of Ownership of Inter-Local Dispenser Type Liquor Licenses No. DIS-001010 with On Premise Consumption with Patio Service, and License No. DIS-000985 with On Premise Consumption and without Patio Service, for Cattle Baron Restaurants, INC., for operation of said licenses for d/b/a Cattle Baron Steak and Seafood Restaurant at 657 Sudderth Dr., Ruidoso, NM, and Farley's Food Fun & Pub at 1200 Mechem Dr., Ruidoso, NM.

Item Summary:

Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of Transfer of Ownership of Inter-Local Dispenser Type Liquor Licenses No. DIS-001010 with On Premise Consumption with Patio Service, and License No. DIS-000985 with On Premise Consumption and without Patio Service, for Cattle Baron Restaurants, INC., for operation of said licenses for d/b/a Cattle Baron Steak and Seafood Restaurant at 657 Sudderth Dr., Ruidoso, NM, and Farley's Food Fun & Pub at 1200 Mechem Dr., Ruidoso, NM.

Financial Impact:

None

Item Discussion:

The State of New Mexico Regulation and Licensing Department Alcohol and Gaming Division has granted preliminary approval.

Recommendations:

To Approve Request to Schedule a Public Hearing on August 11, 2026 for Consideration of Transfer of Ownership of Inter-Local Dispenser Type Liquor Licenses No. DIS-001010 with On Premise Consumption with Patio Service, and License No. DIS-000985 with On Premise Consumption and without Patio Service, for Cattle Baron Restaurants, INC., for operation of said licenses for d/b/a Cattle Baron Steak and Seafood Restaurant at 657 Sudderth Dr., Ruidoso, NM, and Farley's Food Fun & Pub at 1200 Mechem Dr., Ruidoso, NM.

ATTACHMENTS:
Cattle Baron.pdf

June 22, 2026

Certified Mail No.: 7021 2720 0001 2204 6354

Village of Ruidoso
Yvonne Vigil, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345
yvonnevigil@ruidoso-nm.gov

Lic. No. /Appl. No.:	**DIS-001010/BLA-0000019025**
Name of Applicant:	CATTLE BARON RESTAURANTS, INC.
Doing Business As:	FARLEY'S FOOD FUN & PUB
Proposed Location:	1200 MECHEM RD., Ruidoso, New Mexico 88345

Lic. No. /Appl. No.:	**DIS-000985/BLA-0000019028**
Name of Applicant:	CATTLE BARON RESTAURANTS, INC.
Doing Business As:	CATTLE BARON STEAK AND SEAFOOD RESTAURANT
Proposed Location:	657 SUDDERTH Dr., 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 TRANSFER OF OWNERSHIP FOR THREE INTER-LOCAL DISPENSER TYPE LIQUOR LICENSES NO. DIS-001010 WITH ON PREMISE CONSUMPTION WITH PATIO SERVICE, DIS-000985 WITH ON PREMISE CONSUMPTION AND WITHOUT PATIO.

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,

Trinidad Alderete Digitally signed by Trinidad Alderete
Date: 2026.06.22 13:41:12 -06'00'

Trinidad Alderete
Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 469-3172
Email: trinidad.alderete@rld.nm.gov

Enclosures:
1. Application (Page 1) (*must be signed and returned w/notices of publication*)
2. Premises Information (Page 2)
3. Copy of Floor Plan
4. Zoning Statement

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019025

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: CATTLE BARON RESTAURANTS, INC.
Type of Business: Alcohol
Business Structure: Corporation
FEIN: XX-XXX9237
State Tax ID Number: XX-XXXXX1-00-5
Business Email: debra.lacey@cattlebaron.com
Business Phone: 5756223311

Contact Person Information

Contact Person Name: Lisa Y.W. Cosper
Contact Person Phone: 5058833415
Contact Person Email: lyc@sutinfirm.com

Business Mailing Address

Mailing Street: 901 S Main Street Suite A
Mailing City: Roswell
Mailing State: NM
Mailing Zip Code: 88203
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-0000019025

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-001010

License Type: Dispenser

License Expiration Date: 6/30/26

Current License Owner: CATTLE BARON RESTAURANTS, INC.

Current DBA Name: FARLEY'S FOOD FUN & PUB

Current Lessee:

Dispenser Type: Inter-Local Dispenser

Current Premises Address

Physical Street: 1200 MECHEM RD.

Physical City: Ruidoso

Physical State: NM

Physical Zip Code: 88345

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: 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.

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?	No

VILLAGE OF RUIDOSO NEW MEXICO

March 12, 2026

CERTIFICATION OF ZONING REGULATIONS:
1200 Mechem Drive, 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:
Cattle Baron Restaurants, INC
Subdivision: Airport West 2nd Addition
Legal Description: Lot 11, Block 1

Physical Address: 1200 Mechem Drive, Ruidoso, New Mexico 88345
Zoning Designation:
C-2 Community Commercial District
Property Size: 35,187 sq. ft. (0.81 acre)

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 Conformity Status:

In accordance with §54-70 of the Municipal Code of the Village of Ruidoso, the above referenced property is situated within the C-2 zoning district, which allows for general commercial, restaurant, bar, and other similar uses and related accessories as permitted uses.

Sec. 54-70. NONRESIDENTIAL DISTRICTS.

(b) C-2 Community Commercial District

(1) Purpose. 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.

SEC. 54-85 USE SPECIFIC STANDARDS.

(e) Commercial Uses.

(5) Restaurant
a. Alcohol sales for consumption on site are allowed.
b. Alcohol sales must comply with state laws and regulations.

(8) Bar and nightclub
a. Alcohol sales are for on-premise consumption only.
b. Alcohol sales must comply with state laws and regulations.

Confirmation of Applicable Codes:

The Village confirms the Commercial Use as a Restaurant and or Bar with the Specific Use of alcohol sales for on-premises consumption only, is permitted and is in general compliance with the Zoning Regulations for the property located at 657 Sudderth Drive, Ruidoso, New Mexico, 88345. All alcohol sales must comply with state laws and regulations.

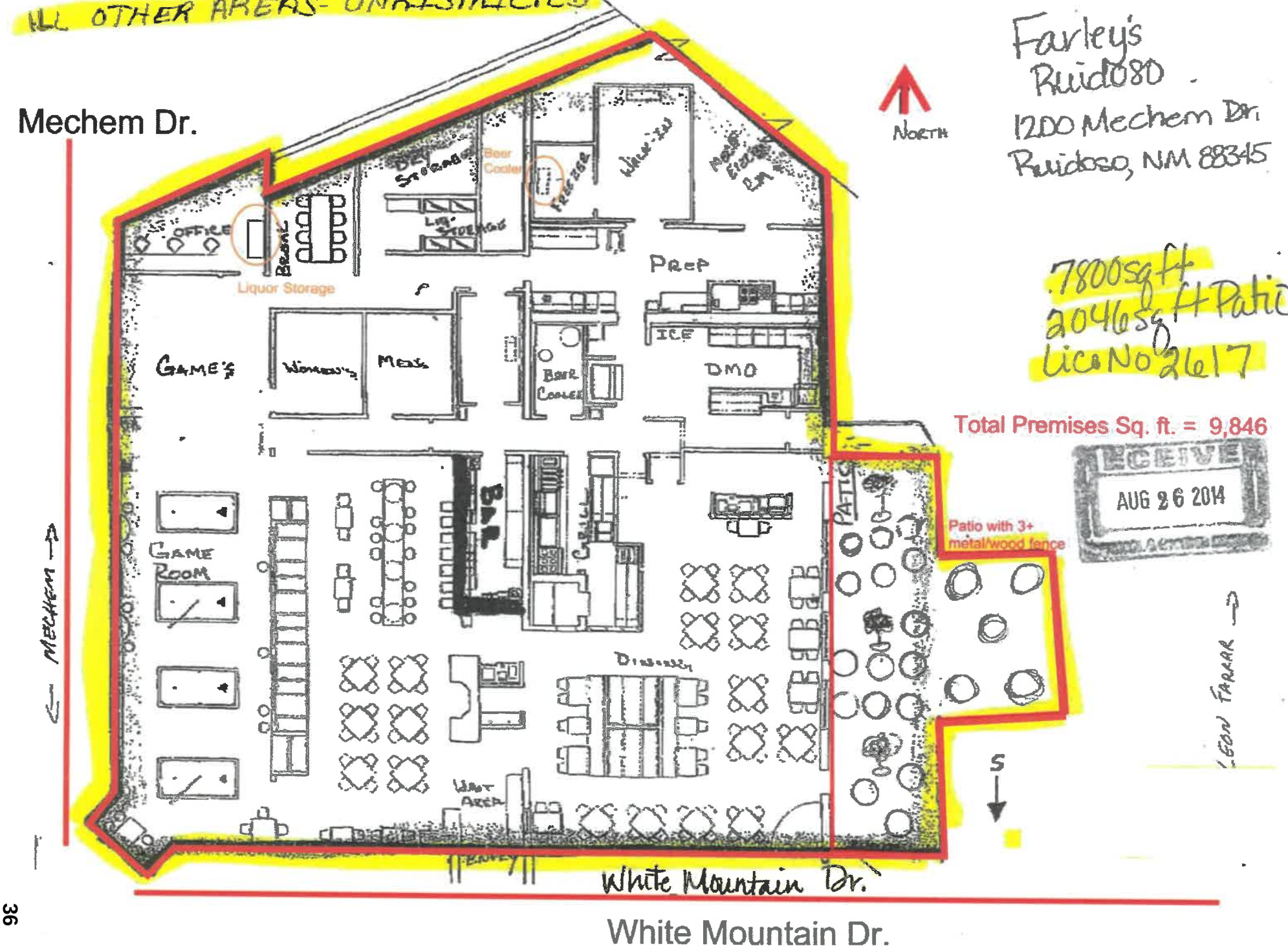
Please be advised that this should not be construed as a zoning determination or any form of approval, nor should it be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations, and district designations are all subject to change by Council action subject to the requisite public hearings. Should you have any questions, contact me at 575-258-6999 ext. 1061 or email ChristopherCamacho@Ruidoso-NM.gov.

Confirmed by:

Christopher D. Camacho
GIS Coordinator & Planner
Community Development Department

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
575-258-6999 ext 1061
ChristopherCamacho@Ruidoso-NM.gov

BAR- RESTRICTED
ALL OTHER AREAS- UNRESTRICTED



NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019028

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: CATTLE BARON RESTAURANTS, INC.
Type of Business: Alcohol
Business Structure: Corporation
FEIN: XX-XXX9237
State Tax ID Number: XX-XXXXX1-00-5
Business Email: debra.lacey@cattlebaron.com
Business Phone: 5756223311

Contact Person Information

Contact Person Name: Lisa Y.W. Cosper
Contact Person Phone: 5058833415
Contact Person Email: lyc@sutinfirm.com

Business Mailing Address

Mailing Street: 901 S Main Street Suite A
Mailing City: Roswell
Mailing State: NM
Mailing Zip Code: 88203
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: _____

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000019028

Premises Information

License Information

Specify the type of transfer you are applying for?
☐Transfer of Ownership and Location
☑Transfer of Ownership

License Number: DIS-000985

License Type: Dispenser

License Expiration Date: 6/30/26

Current License Owner: CATTLE BARON RESTAURANTS, INC.

Current DBA Name: CATTLE BARON STEAK AND SEAFOOD RESTAURANT

Current Lessee:

Dispenser Type: Inter-Local Dispenser

Current Premises Address

Physical Street: 657 SUDDERTH DRIVE

Physical City: Ruidoso

Physical State: NM

Physical Zip Code: 88345

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: 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.

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?	No

VILLAGE OF RUIDOSO NEW MEXICO

March 12, 2026

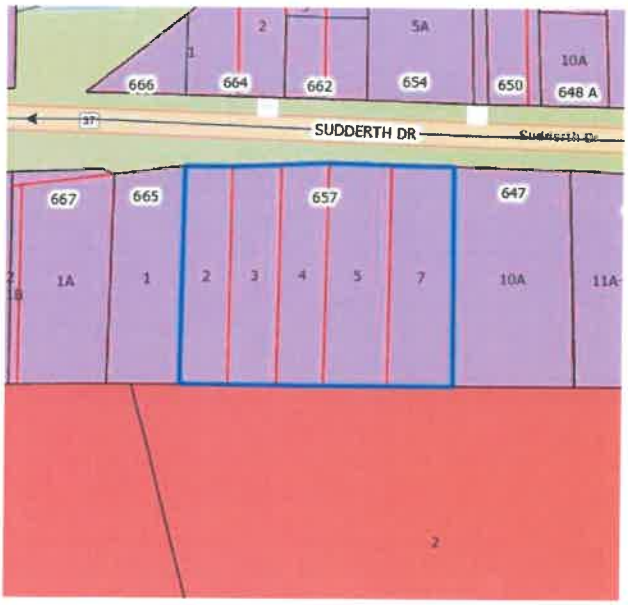
CERTIFICATION OF ZONING REGULATIONS:
657 Sudderth Drive, Ruidoso, New Mexico 88345

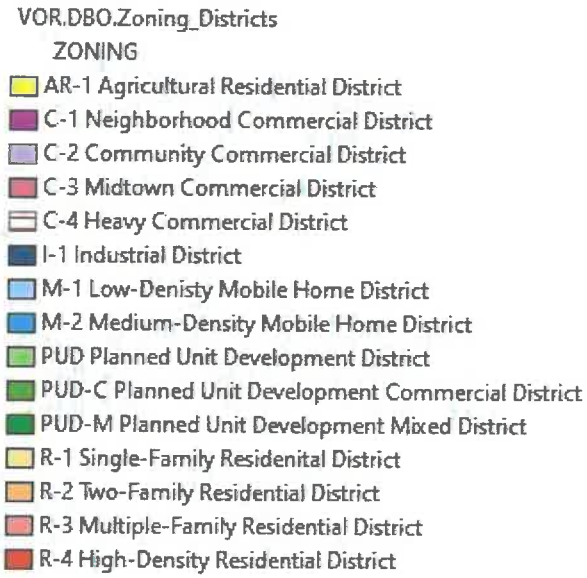
Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:
Cattle Baron Restaurants, INC
Subdivision: Palmer Gateway

Legal Description: Lot 2, Block 2

Physical Address: 657 Sudderth Drive, Ruidoso, New Mexico 88345
Zoning Designation:
C-2 Community Commercial District
Property Size: 92,176 sq. ft. (2.11 acre)





Confirmation of Zoning Conformity Status:

In accordance with §54-70 of the Municipal Code of the Village of Ruidoso, the above referenced property is situated within the C-2 zoning district, which allows for general commercial, restaurant, bar, and other similar uses and related accessories as permitted uses.

Sec. 54-70. NONRESIDENTIAL DISTRICTS.

(b) C-2 Community Commercial District

(1) Purpose. 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.

SEC. 54-85 USE SPECIFIC STANDARDS.

(e) Commercial Uses.

(5) Restaurant
a. Alcohol sales for consumption on site are allowed.
b. Alcohol sales must comply with state laws and regulations.

(8) Bar and nightclub
a. Alcohol sales are for on-premise consumption only.
b. Alcohol sales must comply with state laws and regulations.

Confirmation of Applicable Codes:

The Village confirms the Commercial Use as a Restaurant and or Bar with the Specific Use of alcohol sales for on-premises consumption only, is allowed and is in general compliance with the Zoning Regulations for the property located at 657 Sudderth Drive, Ruidoso, New Mexico, 88345. All alcohol sales must comply with state laws and regulations.

Please be advised that this should not be construed as a zoning determination or any form of approval, nor should it 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 ChristopherCamacho@Ruidoso-NM.gov.

Confirmed by:

Christopher D. Camacho
GIS Coordinator & Planner
Community Development Department

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345
575-258-6999 ext 1061
ChristopherCamacho@Ruidoso-NM.gov

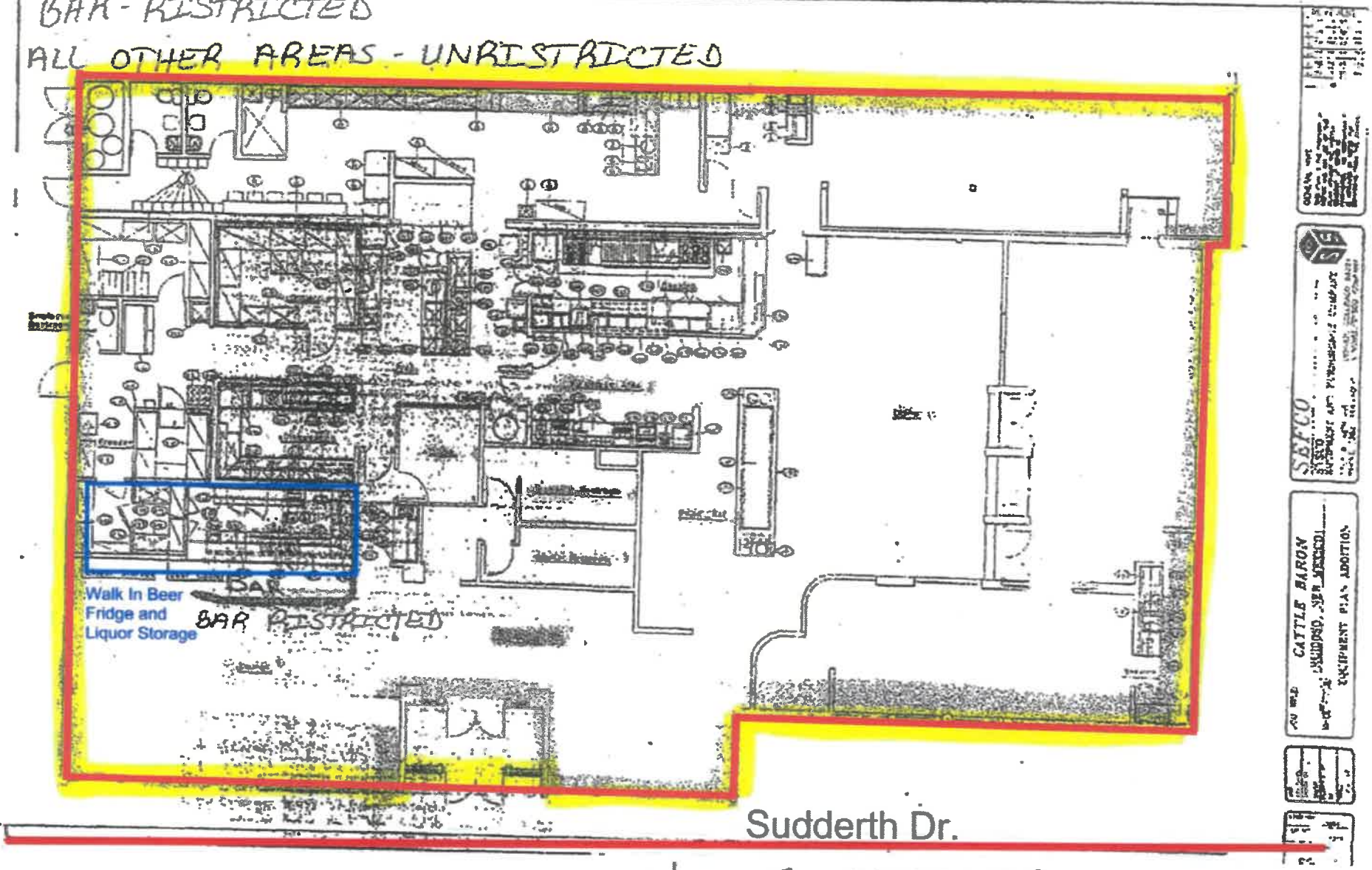
CATTLE BARON RESTAURANT
657 SUDDERTH
RUIDOSO, NM 88345

RECEIVED
AUG 26 2014

LicNo 2591
8800 sq ft
no Patio

BAR - RISTRICTED

ALL OTHER AREAS - UNRISTRICTED



AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 3.

To:

Presenter(s): Yvonne Vigil, Village Clerk

Meeting Date: July 14, 2026

Re: Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of a Restaurant A (Beer and Wine) Liquor License with On Premises Consumption Only with Patio Service #BLA-0000021197, for Roso's Ristorante, LLC for operation of said license at 522 Sudderth Dr., Ruidoso, NM.

Item Summary:

Approval of Request to Schedule a Public Hearing on August 11, 2026 for Consideration of a Restaurant A (Beer and Wine) Liquor License with On Premises Consumption Only with Patio Service #BLA-0000021197, for Roso's Ristorante, LLC for operation of said license at 522 Sudderth Dr., Ruidoso, NM.

Financial Impact:

None

Item Discussion:

The State of New Mexico Regulation and Licensing Department Alcohol and Gaming Division has granted preliminary approval.

Recommendations:

To Approve Request to Schedule a Public Hearing on August 11, 2026 for Consideration of a Restaurant A (Beer and Wine) Liquor License with On Premises Consumption Only with Patio Service #BLA-0000021197, for Roso's Ristorante, LLC for operation of said license at 522 Sudderth Dr., Ruidoso, NM.

ATTACHMENTS:
Roso's Ristorante, LLC.pdf

June 30, 2026

Certified Mail No.: 7021 2720 0001 2204 7115

Village of Ruidoso
Jini S. Turri, Village Clerk
313 Cree Meadows Rd.
Ruidoso, NM 88345

Lic. No. /Appl. No.:	**BLA-0000021197**
Name of Applicant:	Roso's Ristorante, LLC
Doing Business As:	Roso's Ristorante, LLC
Proposed Location:	522 Sudderth Drive, 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 RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH 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 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 Page) (*must be signed and returned w/notices of publication*)
2. Page 2 of the Application (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000021197

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Business Information

Business Information

Business Name: ROSO'S RISTORANTE L.L.C.
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX8410
State Tax ID Number: XX-XXXXX0-00-2
Business Email: rososristorante@gmail.com
Business Phone: 5758088566

Contact Person Information

Contact Person Name: tom mcnulty
Contact Person Phone: 6612257025
Contact Person Email: rososristorante@gmail.com

Business Mailing Address

Mailing Street: 9604 US Highway 380
Mailing City: Lincoln
Mailing State: NM
Mailing Zip Code: 88338
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

Restaurant A Intake Application

Application Number: BLA-0000021197

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):ROSO'S RISTORANTE L.L.C.

Proposed Premises Physical Address

Physical Street: 522 Sudderth Dr.
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: 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: DOLLY FOLMER
Specify Date and Terms of Lease/Operating Agreement: 4/1/2026 - 3/31/2027 LEASE TERM

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-1

Distance from nearest School

Name of School: IMAGINATION STATION PRESCHOOL
School Street: 220 JUNCTION RD
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: GATEWAY CHURCH
Church Street: 415 SUDDERTH DR.
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.

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000021197

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

LICENSE AT PROPOSED PREMISE NO LONGER EXIST DUE TO CHANGE OF BUSINESS OWNER

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

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?	No

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000021197

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

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: cynthia baker

Date: 05/13/2026

October 16, 2025

VILLAGE OF
RUIDOSO
NEW MEXICO

CONFIRMATION OF ZONING STATUS:
522 SUDDERTH DRIVE, RUIDOSO, NM

Business/Licensee: Roso's Ristorante

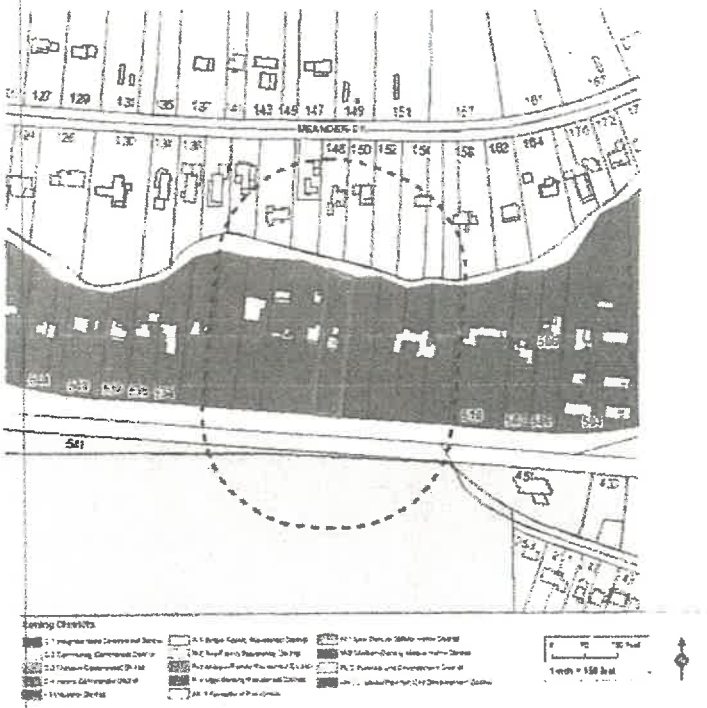
Physical Address: 522 Sudderth Dr., Ruidoso, NM 88345

Subdivision: Palmer Gateway Subdivision

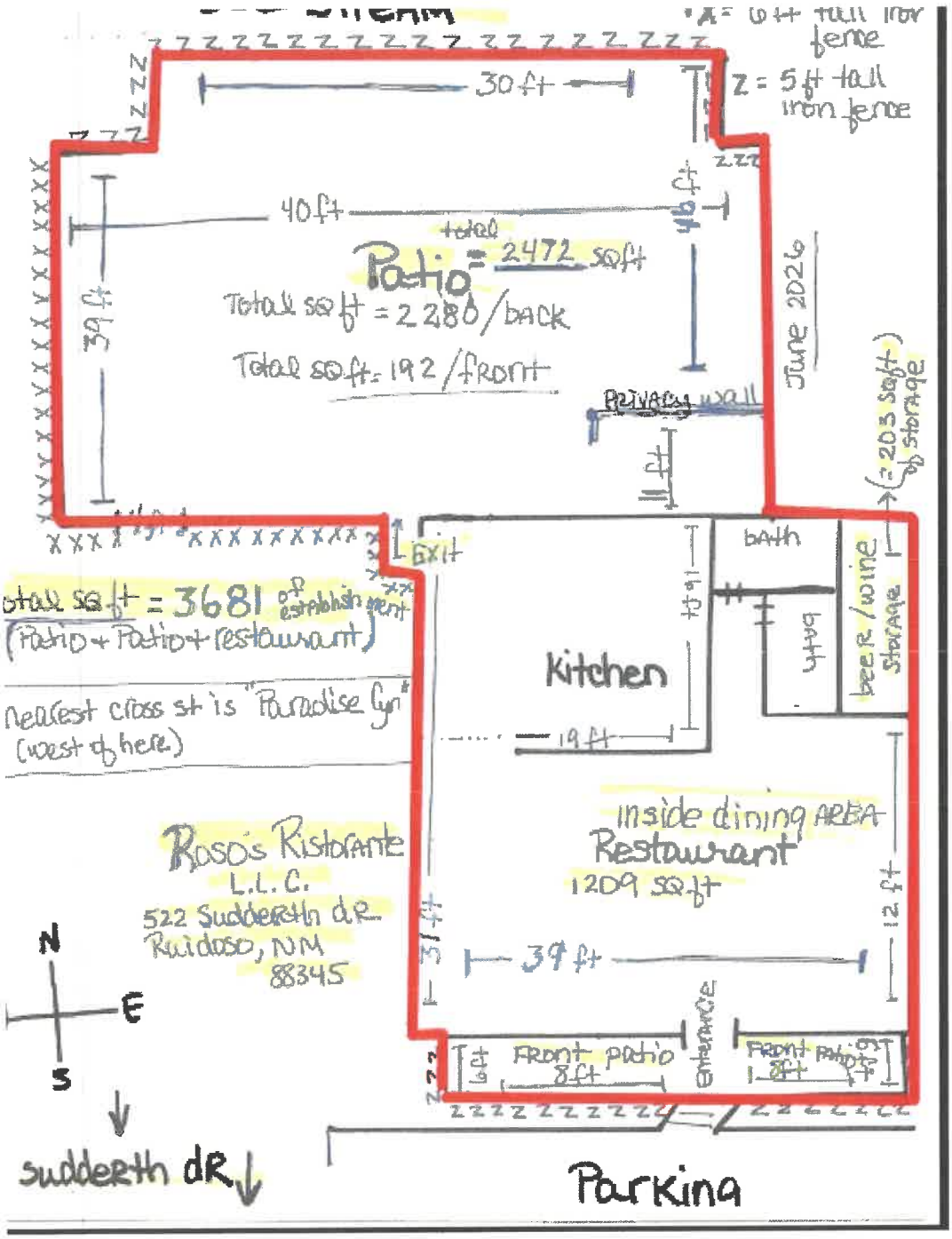
Legal Description: Block IA, Lot 47

Zoning Designation: C-1 Neighborhood Commercial District

In accordance with §54-70(a) of the Municipal Code of the Village of Ruidoso, the above-referenced property is situated within the C-1 zoning district, which allows for restaurants or prepared foods, including alcoholic beverages served in conjunction with food service as permitted use. The Community Development Department has determined that the proposed beer and wine license constitutes a permissive use within the C-1 Neighborhood Commercial District Zone.



The proposed operation is not within 300 feet of a church or school and is a permissive use.


X = 6 ft tall iron fence
Z = 5 ft tall iron fence
30 ft
40 ft
39 ft
40 ft
Patio = 2472 sqft total
Total sq ft = 2280 / back
Total sq ft = 192 / front
June 2026
Privacy wall
11 ft
(= 203 sqft) storage
Exit
bath
beer / wine storage
Kitchen
19 ft
Total sq ft = 3681 of establishment
(Patio + Patio + restaurant)
Nearest cross st is "Paradise Gym" (west of here)
Roso's Ristorante L.L.C.
522 Sudderth dr.
Ruidoso, NM 88345
inside dining AREA
Restaurant
1209 sqft
39 ft
12 ft
Front patio 8ft
Entrance
Front patio 1.8ft
N
E
S
Sudderth dR
Parking

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: July 14, 2026

Re: Approval of Adoption of Resolution 2026-152, a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership in the Southeastern New Mexico Economic Development District/Council of Governments (COG).

Item Summary:

Approval of Adoption of Resolution 2026-152, a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership in the Southeastern New Mexico Economic Development District/Council of Governments (COG).

Financial Impact:

$2,450.00 in Legislative Budget

Item Discussion:

This is an annual agreement for membership to the SENMEDD/COG in the amount of $2,450.00, which assists municipalities within the district on public works projects, legislative activities, and preparation of application for funding under various State, Federal and Private Grant Programs.

Recommendations:

To Approve Adoption of Resolution 2026-152, a Resolution Approving an Agreement Setting Forth the Terms and Conditions of Active Membership in the Southeastern New Mexico Economic Development District/Council of Governments (COG).

ATTACHMENTS:
Ruidoso Resolution 2026-152.pdf
Ruidoso Agreement 2026.pdf
Work Program 2026-2027.pdf
Copy of Dues Structure 2026-2027.pdf
Ruidoso Dues Letter 2026.pdf

RESOLUTION NO. 2026-152

WHEREAS, the Village of Ruidoso hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and

WHEREAS, in accordance with article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required, and

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF RUIDOSO THAT:

1. The Agreement attached to the Resolution expressed the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the Municipality are hereby authorized and instructed to affix their signature (s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the Municipality.

DONE THIS 14th day of July, 2026

Village of Ruidoso
New Mexico

ATTEST:

_____
Mayor

_____
Clerk

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the Village of Ruidoso a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.

B. Furnish technical and management assistance in the development of planning activities.

C. Coordinate local planning with that of other Members of the District and the State.

D. Assist in community and economic development, transportation and public works projects.

E. Assist member governments with their legislative activities.

F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.

G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.

H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

A. To remain an active member of the District.

B. To make an annual contribution of $ 2,450.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2026, at

_____
New Mexico

ATTEST:

_____
Clerk

_____
Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

ATTEST:

Dora Batista
Dora Batista, Board Secretary

David Miranda, Board President

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2026-2027 DFA ANNUAL WORK PLAN

State of New Mexico
Grant-In-Aid Program

The following are functions, measures, targets, and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets, and planning outcomes to the Local Government Division.

Task 1.1 Prior to July 1, 2026 submit a Board approved Annual Work and Operations Budget to the Local Government Division

Task 1.2 Submit payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter

Task 1.3 Provide professional development training opportunities to staff

Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors training or information to benefit local elected officials such as speakers from relevant agencies or upcoming training or meetings

Task 1.5 Attend, when possible, regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able

Task 1.6 Participate in NewMarc (NM Association of Reginal Councils); SWREDA (Southwest Regional Executive Directors Association); and the National Association of Development Organizations (NADO)

Function 2. Provide local governments with applications and general technical assistance on federal and state available funding

Task 2.1 Inform members of CDBG, EDA, USDA, CIF and other funding programs, rule changes and Notifications of Funding Assistance (NOFA) including Disaster Recovery and Stimulus funds when available

Task 2.2 Inform members of State available funds such as Matching Funds, Cost Overruns, Outdoor Recreation; etc

Task 2.3 Assist with funding assistance applications for members upon their request including the conducting of public hearings if necessary. Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding

Task 2.4 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency. A contract between SNMEDD and the local municipality/county can be negotiated for grant administration

Task 2.5 Act as Fiscal Agent to those municipalities/counties that have deficiencies in their audit and would not be able to receive funding from capital outlay or grants otherwise

Task 2.6 Assist local governments with the seeking funds for updating comprehensive plans and participate in public input meetings

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

Task 3.1 Assist with ICIP training to the extent needed that will be presented to local governments and others by DFA/LGD staff

Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP as needed. Encourage the submission and participation of the ICIP to our municipalities/counties and its relevance to the Capital Outlay process

Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP

Task 3.4 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans

Task 3.5 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences

Task 3.6 Conduct regional clearinghouse review, as may be necessary for all applications per the Intergovernmental Cooperation Act of 1968 and Section 204 of the Demonstration Cities and Metropolitan Act of 1966, as amended, a grant applicant requesting federal funding should send its proposed project to the States' planning agencies

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance

Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding county project vetting hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators. Assist with reauthorizations

Task 4.3 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators. Maintain a presence during the legislative session to assist regional legislators with the capital outlay process; GRO; and reauthorizations.

Task 4.4 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming

Task 4.5 Participate in State funding programs such as NM Gro to the extent mandated by the State

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

Task 5.1 Provide assistance to rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule

Task 5.2 Engage rural members and non-members requesting assistance in "project prospectus development", develop, review and vet projects seeking funding sources to meet specific project needs

Task 5.3 Invite rural water associations and other non-member organizations in each county to capital improvement hearings or meetings that would be beneficial

Task 5.4 Provide opportunities and information for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations and funding sources

Task 5.5 Provide US Census data information and support for the region as a US Census Bureau Affiliate

Task 5.6 Provide public relations for the SNMEDD and local governments through continuous media dissemination

Task 5.7 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation

Task 5.8 Use state awarded capacity funds to build capacity and provide technical assistance to the legal entities in our region

Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.

Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region. Assist with NMDOT funding applications.

Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region

Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees

Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning

Task 6.5 Maintain and provide the SERTPO regional transportation planning function in concert with the New Mexico Department of Transportation

Task 6.6 Organize, schedule and host SERTPO Policy Committee and Technical Committee meetings

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Post results of studies or analysis on SNMEDD website and make data available to our region for applications and reports

Task 7.3 Meet regularly with the region's five economic development corporation/entities to gather and share information.

Task 7.4 Support the top five industry clusters in our region: Energy; Agriculture; Tourism; Defense & Security; and Transportation

Task 7.5 Support and promote local agriculture and related value added industries

Task 7.6 Work with the Small Business Development Centers in our region

Task 7.7 Attend Eastern Area Workforce Board Meetings and provide information to the chief elected officials

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE					
MEMBER	2025-2026		2026-2027		
	CURRENT				
Chaves County	$8,000		$8,000		
Eddy County	$8,000		$8,000		
Lea County	$8,000		$8,000		
Lincoln County	$7,000		$7,000		
Otero County	$8,000		$8,000		
Town of Dexter	$1,000		$1,000		
Town of Hagerman	$1,000		$1,000		
Town of Lake Arthur	$1,000		$1,000		
City of Roswell	$13,588		$13,588		
City of Artesia	$3,450		$3,450		
City of Carlsbad	$7,641		$7,641		
Village of Hope	$1,000		$1,000		
Village of Loving	$1,000		$1,000		
City of Eunice	$1,000		$1,000		
City of Hobbs	$10,237		$10,237		
City of Jal	$1,000		$1,000		
City of Lovington	$3,303		$3,303		
Town of Tatum	$1,000		$1,000		
Village of Capitan	$1,000		$1,000		
Town of Carrizozo	$1,000		$1,000		
Village of Corona	$1,000		$1,000		
Village of Ruidoso	$2,450		$2,450		
City of Ruidoso Downs	$1,000		$1,000		
City of Alamogordo	$9,121		$9,121		
Village of Cloudcroft	$1,000		$1,000		
Village of Tularosa	$1,000		$1,000		
Mescalero Apache Tribe	1000		1000		
TOTALS:	$103,790		$103,790		

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Dora Batista
Executive Director

July 2, 2026

Lynn Crawford, Mayor
313 Cree Meadows
Ruidoso, NM 88345

Dear Mayor Crawford:

With regard to your annual membership in the District for the 2026-2027 fiscal year, we have enclosed the following:

I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.

II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.

III. **2026-2027 ASSESSMENT SCHEDULE AND BUDGET FOR 2026-2027** enclosed for your information.

IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.

V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 5.

To:

Presenter(s): Isabel Martinez, Water Resource Manager

Meeting Date: July 14, 2026

Re: Approval of Task Order #2026-002P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Wastewater Improvements Preliminary Engineering Report in the Amount of $119,752.74 Including NMGRT.

Item Summary:

Approval of Task Order #2026-002P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Wastewater Improvements Preliminary Engineering Report in the Amount of $119,752.74 Including NMGRT.

Financial Impact:

$119,752.74 Including NMGRT which will be paid out of the line item 510-411-53006

Item Discussion:

Souder, Miller & Associates (SMA) will prepare a Preliminary Engineering Report (PER) following the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) Bulletin 1780-2. The purpose of the PER will be to address the Owner's issues related to treatment and reclamation of effluent from the Ruidoso Regional Wastewater Treatment Facility. SMA will examine up to three alternatives for enhanced treatment to allow for effluent reclamation and up to three alternatives for distributing the treated effluent including the No Action Alternative and recommend the best alternative based on the guidelines in the USDA Bulletin.

Recommendations:

To Approve Task Order #2026-002P-SMA-05 with Souder, Miller & Associates for Professional Engineering Services for the Wastewater Improvements Preliminary Engineering Report in the Amount of $119,752.74 Including NMGRT.

ATTACHMENTS:
RFP #2026-002P-SMA-05 WW Reuse PER.pdf

TASK ORDER
FROM
VILLAGE OF RUIDOSO
TO
Souder, Miller, & Associates
FY2027

1. **Task Order Number:** RFP #2026-002P-SMA-05
2. **Title:** Wastewater Improvements Preliminary Engineering Report (PER)
3. **Project Number:** 6B35610
4. **Location:** Ruidoso
5. **Scope of Services Required:** See Attached Proposal – Exhibit A
6. **Village Contact:** Levi Beaty

   Firm Contact: Marty Howell
7. **Estimated Performance Time:** 7 months
8. **Estimated Cost:** $119,752.74 including NMGRT
9. **Attachments:** Exhibit A – Proposal
10. **The parties hereto executed the original Task Order on:** _____

Village of Ruidoso

_____
Lynn D. Crawford, Mayor

Date: _____

Souder, Miller, & Associates

Marty Howell, President

Date: July 1, 2026

ATTEST:

_____
Yvonne Vigil, Village Clerk

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Planning Services to the Village of Ruidoso (Owner) to evaluate improvements to the Owner's wastewater system. SMA proposes to complete the scope of work described below.

Planning Services

SMA will prepare a Preliminary Engineering Report (PER) following the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) Bulletin 1780-2. Accordingly, the PER will address the following:

1) Project Planning
2) Existing Facilities
3) Need for the Project
4) Alternatives Considered
5) Selection of an Alternative
6) Proposed Project (which includes a description of the preliminary project design, project schedule, permit requirements, total project cost estimate, annual operating budget, operations and maintenance (O&M) costs, debt repayments, and reserves), and
7) Conclusions and Recommendations.

The purpose of the PER will be to address the Owner's issues related to treatment and reuse of effluent from the Ruidoso Regional Wastewater Treatment Facility.

SMA will examine up to three alternatives for enhanced treatment to allow for effluent reuse and up to three alternatives for distributing the treated effluent for reuse including the No Action Alternative and recommend the best alternative based on the guidelines in the USDA Bulletin. The alternatives to be evaluated include: These alternatives will be finalized with the Owner's input after the initial data gathering and system evaluation phase.

Site Visits/Meetings

SMA anticipates the need to travel to the project site on occasion to meet with the client. SMA will also meet with Maria O'Brien to understand the water rights implications and Roger Perry to further understand the hydrology implications to the aquifer and river as well as any limitations for effluent reuse and will meet with NMED Surface Water Quality Bureau (SWQB) to define the requirements for effluent treatment. This scope of work includes up to two trips to the Owner's office to discuss the project with the Owner's representatives, including one presentation to the Owner for the draft PER.

Deliverables

1. SMA will deliver a brief Memorandum outlining the results of the data gathering and evaluation portion of this scope. This memo will describe the deficiencies identified after a review of the Owner's existing water system data and from discussions with the Owner. The memorandum will propose the alternatives to be evaluated with the PER.
2. SMA will deliver up to three (3) color copies of the 90% draft Preliminary Engineering Report (PER) to the Owner to include a draft of the Selection of an Alternative and Proposed Project sections. SMA will meet with the Owner to review the alternatives, the evaluation criteria and the recommended project. SMA will solicit the Owner's input on the PER and will update the PER to attempt to incorporate the Owner's input.
3. SMA will also deliver one digital pdf copy of the 90% draft Preliminary Engineering Report (PER) to:
   a. New Mexico Environment Department (NMED) – Construction Programs Bureau (CPB)
   b. New Mexico Environment Department (NMED) – SWQB
   c. Owner
4. SMA will revise the draft PER to attempt to address the comments received from NMED, and the Owner, and prepare a final PER. Color copies of the final PER will be submitted to the reviewing agencies for approval as necessary. Once the PER has been approved by NMED, SMA will deliver SMA will deliver Three (3) color copies of the approved PER to the Owner.

Project Schedule

SMA proposes to complete the above scope of services according to the following schedule.

Task	Duration (calendar days)
List of data needed from Owner	15 days from contract execution
Memo outlining alternatives	40 days from the receipt of Owner data
90% Draft of the PER	120 days from the receipt of Owner data from the receipt of Owner approval of alternatives
Final Draft of the PER	21 days from the receipt of comments related to 95% Draft of the PER

Compensation

Compensation for Basic Engineering Services during the Planning Phase shall be by the LUMP SUM method of payment, and as such, invoices will not include an itemized breakdown of charges. The total amount of compensation for said services described above shall not exceed $110,690, excluding gross receipt tax, as outlined in the attached Cost Proposal. Invoices will be submitted to the Owner as outlined in the contract.

Assumptions

The following assumptions were made in the preparation of the scope of services and associated fee.

Exhibit A
Planning Services
Scope of Services

1. SMA assumes that the Owner has data regarding their existing utility system(s). The scope of work does not include any investigative field work. Such field work can be completed, but a fee must be negotiated for this extra work.
2. SMA assumes that the wastewater treatment system produces effluent that meets current discharge permit requirements. Investigation of water quality issues and solutions is not included in this scope of services.
3. SMA assumes that the Owner has all of the financial records required to complete the PER. Work required to review financial information that is not in standard formats will require additional effort not included in the current scope and fee.

Summary of Cost Proposal

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

Project Description: VOR Effluent Reuse PER
Project Number: 6B35610
Owner: Village of Ruidoso
Date of Submittal: June 30, 2026
Tax Rate on Services: 8.1875%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Preliminary Engineering Report	$ 110,690.00	$ 9,062.74	$ 119,752.74
TOTALS	$ 110,690.00	$ 9,062.74	$ 119,752.74

EXHIBIT A.2 - COST PROPOSAL

Souder, Miller & Associates

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

PLANNING PHASE - BASIC ENGINEERING SERVICES

Project Description: VOR Effluent Reuse PER

Project Number: 6B35610

Owner: Village of Ruidoso

Date of Submittal: June 30, 2026

Tax Rate on Services: 8.1875%

Note: Figures in this table do not include tax.

	jc mh	rs	adam	wb	sally	jdr	ea							
Job Description	Principal	Senior I	Project II	Staff III	Staff II	Tech VI	PFA/PMA II	Mileage	Expenses	Vehicle	Per Diem (Part Day)	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 250	$ 185	$ 165	$ 145	$ 135	$ 150	$ 100	$ 0.725	$ 1.00	$ 40	$ 60			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Day	Per Day	$	$	$
Task														
Preliminary Engineering Report														
Project Management Plan Preparation	1		2									$ 580	$ -	$ 580
Kick-off Meeting	2	1	2	1	1	1						$ 1,445	$ -	$ 1,445
Ongoing Project Management	14		7				14					$ 6,055	$ -	$ 6,055
Bi-weekly update meetings	3	7	7									$ 3,200	$ -	$ 3,200
Project Planning			4	8								$ 1,820	$ -	$ 1,820
Existing Facilities			8	20								$ 4,220	$ -	$ 4,220
Need for the Project	4		8	20								$ 5,220	$ -	$ 5,220
Draft Memorandum Outlining Alternatives	4		8	20								$ 5,220	$ -	$ 5,220
Alternatives Considered												$ -	$ -	$ -
Alternative 1 - No Action	2		4	12		8						$ 4,100	$ -	$ 4,100
Alternative 2 - Treatment	2		8	20		16						$ 7,120	$ -	$ 7,120
Alternative 3 - Treatment	2		8	20		16						$ 7,120	$ -	$ 7,120
Alternative 4 - Treatment	2		8	20		16						$ 7,120	$ -	$ 7,120
Alternative 5 - Reuse	2		8	20		16						$ 7,120	$ -	$ 7,120
Alternative 6 - Reuse	2		8	20		16						$ 7,120	$ -	$ 7,120
Alternative 7 - Reuse	2		8	20		16						$ 7,120	$ -	$ 7,120
												$ -	$ -	$ -
Selection of an Alternative	4		16	16								$ 5,960	$ -	$ 5,960
Proposed Project	2		16	16								$ 5,460	$ -	$ 5,460
Conclusions and Recommendations.	2		4	8								$ 2,320	$ -	$ 2,320
Preparation and Distribution of Draft PER			2	2		2						$ 920	$ -	$ 920
Revise PER to address comments	4		12	12		8						$ 5,920	$ -	$ 5,920
Preparation and Distribution of Final PER			2	2		2						$ 920	$ -	$ 920
												$ -	$ -	$ -
Public / Client Meetings (Below):														
Meetings with Client (2 Mtgs)	16		16					400	250	2	4	$ 7,500	$ -	$ 7,500
Meeting with NMED SWQB	2		2	1								$ 975	$ -	$ 975
Meeting with Water Rights Attorney	2		1	1								$ 810	$ -	$ 810
Public Infor Meeting (1 Mtg)	8		8			8		200	500	1	2	$ 5,325	$ -	$ 5,325
Subtotal Hours:	82	8	177	259	1	125	14	600	750	3	6	$ 110,690	$ -	**$ 110,690**
Subtotal Cost:	$ 20,500	$ 1,480	$ 29,205	$ 37,555	$ 135	$ 18,750	$ 1,400	$ 435	$ 750	$ 120	$ 360	$ 110,690		

Total Cost of Planning Phase Services: $ 110,690

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 6.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Approval of Change Order No. 1 from Rymarc Construction Inc., for the Mechem Drive Additional Work at Modular Home Site and Cabins, Installing Asphalt Driveways, New Steps, Doors, and Concrete Curb, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $189,101.03 Including NMGRT.

Item Summary:

Approval of Change Order No. 1 from Rymarc Construction Inc., for the Mechem Drive Additional Work at Modular Home Site and Cabins, Installing Asphalt Driveways, New Steps, Doors, and Concrete Curb, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $189,101.03 Including NMGRT.

Financial Impact:

The project will be paid out of Legislative Appropriation #25-J2491-3, $5,374,500 that is restricted to Affordable Housing. Grant is budgeted in the Affordable Housing Enterprise Fund's Capital Outlay -Building line item (507-520-53000). NM Department of Finance Administration (DFA) must approve Notice of Obligation (NOO) before purchase order can be processed.

Item Discussion:

Rymarc Construction, Inc. proposes to accomplish the following items of work per their site visit: Project Scope: Mobilize tools, labor an equipment and materials to project site, Demo/remove existing concrete steps on 1- cabin, Build new steps for 1- cabin utilizing treated lumber and Trex lumber for stair threads, build handrail 1- side of steps, Remove 4- existing screen doors, repair, includes reinforcement and new screens, sand, primer/paint, Install new seamless gutters on 1- modular home, front/back, downspouts, 4” PVC to convey water from 1- downspout to drainage area, bury PVC below grade, Build treated lumber access path to new modular home, Trex decking, handrail per code, Demo dilapidated shade structure, miscellaneous boards, old propane tanks, dirt, asphalt mix, crusher fines off site, dispose at landfill, Excavate behind 1- cabin where water is pooling up against cabin, excavate, form for new stand-up curb, form and place concrete up against cabin, grade dirt away from new curb and cabin to direct water away, Remove/replace damaged metal roofing, piece of OSB and replace with new, new drip edge, rake, etc., Remove damaged concrete retaining wall cap and

replace with new 6’ long concrete cap, Purchase, deliver and install 3- concrete car stops, Remove existing rip rap from swale, compact area, process and compact imported base material and compact to fill in for new C&G, Remove and replace 3- interior wood doors with 3- new raised panel steel doors and hardware, paint to match new modular housing door colors, Layout, excavate to correct grade process/compact and lay in 3” of SPIV asphalt and compact 12-driveways total, 10, 571 SF

Recommendations:

To Approve Change Order No. 1 from Rymarc Construction Inc., for the Mechem Drive Additional Work at Modular Home Site and Cabins, Installing Asphalt Driveways, New Steps, Doors, and Concrete Curb, Utilizing Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of $189,101.03 Including NMGRT.

ATTACHMENTS:
Cover letter MECHEM ADDITIONAL WORK on cabins REV july 1st.pdf
Estimate Breakdown july 1 2026.pdf

RYMARC CONSTRUCTION, INC.

3440 Princeton Drive NE
Albuquerque, NM 87107

June 30, 2026

Village of Ruidoso
Levi Beaty
313 Cree Meadows Drive
Ruidoso, NM 88345

RE: Mechem Drive- Change Order for existing PO 26-03329
Additional Work at Modular Home Site and Cabins

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

- Mobilize tools, labor an equipment and materials to project site
- Demo/remove existing concrete steps on 1- cabin
- Build new steps for 1- cabin utilizing treated lumber and Trex lumber for stair threads, build handrail 1- side of steps
- Remove 4- existing screen doors, repair, includes reinforcement and new screens, sand, primer/paint
- Install new seamless gutters on 1- modular home, front/back, downspouts, 4" PVC to convey water from 1- downspout to drainage area, bury PVC below grade
- Build treated lumber access path to new modular home, Trex decking, handrail per code
- Demo dilapidated shade structure, miscellaneous boards, old propane tanks, dirt, asphalt mix, crusher fines off site, dispose at landfill
- Excavate behind 1- cabin where water is pooling up against cabin, excavate, form for new stand-up curb, form and place concrete up against cabin, grade dirt away from new curb and cabin to direct water away
- Remove/replace damaged metal roofing, piece of OSB and replace with new, new drip edge, rake, etc.
- Remove damaged concrete retaining wall cap and replace with new 6' long concrete cap
- Purchase, deliver and install 3- concrete car stops
- Remove existing rip rap from swale, compact area, process and compact imported base material and compact to fill in for new C&G
- Remove and replace 3- interior wood doors with 3- new raised panel steel doors and hardware, paint to match new modular housing door colors
- Layout, excavate to correct grade process/compact and lay in 3" of SPIV asphalt and compact 12- driveways total, 10, 571 SF

TOTAL Price Including OH, Profit, Bond and Tax $189,101.03

EXCLUSIONS: No Engineering, No as-built drawings, No Electrical, No interior plumbing, No utility relocation

For your convenience, this project can be issued under our NM GSD Statewide Price agreement- General Construction services Contract No. 30-00000-23-00070

Respectfully,

Bruce Lopez,
President

Accepted By:_____Date_____

Name, Title

Rymarc Construction, Inc. Construction Cost Estimate Breakdown **6/30/2026**

Village of Ruidoso-Change order for existing PO 26-03329 Mechem Drive- Additional work at Modular Home Site and Cabins

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Materials Lump Sum	BARE TOTAL
1	**Mobilization- Equipment, Labor and materials**							9,356.00	**9,356.00**
2	**Labor**								
	Superintendent	50.00	150	7,500.00					**7,500.00**
	Foreman	50.00	234	11,700.00					**11,700.00**
	Laborer	132.00	234	30,888.00					**30,888.00**
3	**Heavy Equipment**								
	Asphalt paver, asphalt rollers, etc. Delivery/pickup of equipment				216.25	64	13,840.00		**13,840.00**
4	**Materials - Delivered to job site**								
	Treated Lumber/Trex with Vinyl Railing walkway. 4" x 4" treated posts, 2" x 10" x 16', 2" x 6" x 16', Trex lumber for walkway/decking, 4" x 4" vinyl post sleeves/caps, Vinyl railing to match existing, Fasteners							7,500.00	**7,500.00**
	Metal Roofing Panels to match new modular home panels, Galvalume).2-sheets 4' x 8' x 7/16" OSB. Drip edge, Rake Trim							225.00	**225.00**
	3- 6' length **car stops**							155.00	**155.00**
	1- 6' length **concrete barrier wall** cap. Includes delivery							570.00	**570.00**
	Concrete to cast spot footings and small curb at beginning of landing, concrete to place a 2' wide x 10" deep concrete ribbon behind 1- cabin to keep water from pooling up next to siding material. Concrete for additional stand up curb and gutter, small parking area, area were rip rap was removed.							5,975.00	**5,975.00**
	Import **Type I Base course**, process, backfill rip rap area for new C&G							6,787.00	**6,787.00**
	Import additional **engineer fill material** to fill/compact behind new curb							4,856.00	**4,856.00**
	Install 130 LF of new **seamless gutters/down spouts**, install 4" SDR 35 PVC, tie downspout to pvc, bury pvc to carry water from gutter to drainage area.							3,550.00	**3,550.00**
	Trex material for step treads, **treated lumber, treated handrail** material, fasteners, treated lumber to build steps.							1,455.00	**1,455.00**
	3- new **raised panel doors and hardware**. Paint to match new home door colors.							1,497.00	**1,497.00**
	Remove and rebuild existing screen doors, to include **new screens, sand, primer and paint**. Paint to match existing homes.							365.00	**365.00**
	Layout existing driveway areas, Process and compact areas,(12) total. Grade and lay in 3" of **asphalt SPIV** and compact. Delivery included **10,571 SF of Material**							31,885.00	**31,885.00**
	2" x 12" x 16'; 2" x 6" x 16' **forming boards** for standard curb and gutter							1,800.00	**1,800.00**
5	**Clean up work Area**								
	Haul off/ dispose demo debris and accumulated site debris							2,500.00	**2,500.00**
	Total								**142,404.00**
							Overhead	10%	**14,240.40**
									156,644.40
							Profit	10%	**15,664.44**
									172,308.84
							BOND	1.44%	**2,481.25**
									174,790.09
							NMGRT	8.1875%	**14,310.94**
							TOTAL		**189,101.03**

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 7.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Approval of Multi-Award of RFP #2026-013P to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work.

Item Summary:

Approval of Multi-Award of RFP #2026-013P to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work.

Financial Impact:

Upon award, task orders will be issued and budget appropriated at that time from the General Fund or SGRT, depending on the project.

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 Roadway and Drainage Work for the Village of Ruidoso. This procurement will obtain on-call contracts for urgent and emergency roadway and drainage repairs. Establishing these contracts will reduce the procurement time and costs. They would also ensure restoration of proper roadway conditions to maintain public and emergency vehicle transportation access. Having this RFP will help the department accomplish anticipated emergency repair work in a timely manner to maintain safety standards. Procurement through an RFP will allow the Village to select an On-Call Roadway and Drainage Work Service based on qualifications that are most suitable to the needs of the Village. 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.
Legal Ads were placed in three (3) newspapers: Ruidoso News on 6/4/26, Las Cruces Sun News and Albuquerque Journal on 6/4/26. Thirty-five (35) firms drew down on the RFP from the Village of Ruidoso website. No pre-proposal conference was held. Eight (8) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: La Luz Dirt and Paving, LLC, Constructors, Inc., Summit Operations, Inc., Conrad and Sons,

LLC, Highland Enterprises, Inc., Mesa Verde Enterprises, Inc., Morrow Enterprises, Inc., and R. Marley, LLC. Two (2) addenda were issued for revisions to the Sequence of Events and updates to the Scope of Work. Proposal Submission Deadline was 6/22/26 at 3:00 pm. Ten (10) Proposals were received to be evaluated: Conrad and Sons, LLC, Constructors, Inc., Crosstown Construction and Trucking, LLC, Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Morrow Enterprises, Inc., R. Marley, LLC, Sedona Contracting, Inc., and Summit Operations, Inc.
The Evaluation Committee recommends the award of RFP 2026-013P for On-Call Roadway and Drainage Work to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc.

Recommendations:

To Approve Multi-Award of RFP #2026-013P to Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work.

ATTACHMENTS:
RFP #2026-013P Score Summary.pdf
RFP #2026-013P Committee Report.pdf

EVALUATION CRITERIA Summary Totals
6/29/2026 @ 3:00 PM

CRITERIA AND POINT VALUES FOR RFP #20260-13P On-Call Roadway and Drainage Work

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

CRITERIA	Possible Points	Mesa Verde Enterprises, Inc.	Morrow enterprises, Inc.	Sedona Contracting, Inc.	Summit Operations, Inc.	R. Marley, LLC
B. Technical Specifications						
1. Experience and Past Performance Offerors should submit a detailed narrative describing their relevant experiences in roadway and drainage work of similar size, scope, and complexity. This includes required licenses for the proposed work, completion of past projects, and documented success in meeting timelines, safety standards, and regulatory compliance.	25	24	22	23	23	N/A
2. Technical Approach and Understanding of Scope Offerors should submit a detailed narrative describing their understanding of the Scope of Work and proposed methodology for water and sewer work. This includes approach to road and drainage repairs and construction, environmental compliance, and quality control measures.	25	23	22	23	23	N/A

3. Emergency Response Capabilities and Mobilization Offerors should submit a detailed narrative describing their ability to rapidly mobilize and scale operations in response to an emergency. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as urgent/emergency repairs to the water and/or sewer infrastructure.	**25**	**23**	**14**	**22**	**24**	**N/A**
4. Compliance, Documentation, and Reimbursement Support Offerors should submit a detailed narrative describing their systems and experiences in ensuring full compliance with federal, state, and local requirements. This includes meeting NMDOT and Village of Ruidoso regulations.	**25**	**23**	**19**	**23**	**22**	**N/A**
C. Business Specifications						
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	**Pass**	**Pass**	**Pass**	**Pass**	**N/A**
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	**Pass**	**Pass**	**Pass**	**Pass**	**N/A**
3. Debarment Certification (Appendix F)	Pass/Fail	**Pass**	**Pass**	**Pass**	**Pass**	**N/A**
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	**Pass**	**Pass**	**Pass**	**Pass**	**N/A**
5. New Mexico Resident Business Preference	8	*	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*	*
TOTAL POINTS:	**100**	**92**	**78**	**91**	**91**	**N/A**

Purchasing Agent

4/30/26
Date

EVALUATION CRITERIA Summary Totals
6/29/2026 @ 3:00 PM

CRITERIA AND POINT VALUES FOR RFP #20260-13P On-Call Roadway and Drainage Work

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

CRITERIA	Possible Points	Conrad & Sons, LLC	Constructors, Inc.	Crosstown Construction & Trucking, LLC	Highland Enterprises, Inc.	J&H Services, Inc.
B. Technical Specifications						
1. Experience and Past Performance Offerors should submit a detailed narrative describing their relevant experiences in roadway and drainage work of similar size, scope, and complexity. This includes required licenses for the proposed work, completion of past projects, and documented success in meeting timelines, safety standards, and regulatory compliance.	25	16	20	23	22	22
2. Technical Approach and Understanding of Scope Offerors should submit a detailed narrative describing their understanding of the Scope of Work and proposed methodology for water and sewer work. This includes approach to road and drainage repairs and construction, environmental compliance, and quality control measures.	25	17	21	22	22	22

3. Emergency Response Capabilities and Mobilization Offerors should submit a detailed narrative describing their ability to rapidly mobilize and scale operations in response to an emergency. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as urgent/emergency repairs to the water and/or sewer infrastructure.	**25**	**18**	**19**	**22**	**24**	**20**
4. Compliance, Documentation, and Reimbursement Support Offerors should submit a detailed narrative describing their systems and experiences in ensuring full compliance with federal, state, and local requirements. This includes meeting NMDOT and Village of Ruidoso regulations.	**25**	**18**	**20**	**23**	**22**	**22**
C. Business Specifications						
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. New Mexico Resident Business Preference	8	*	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*	*
TOTAL POINTS:	**100**	**69**	**80**	**89**	**90**	**86**

Purchasing Agent

6/30/26
Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	On-Call Roadway and Drainage Work
RFP NUMBER	2026-013P
DATE OF REPORT	6/29/26
AUTHOR	Roderick Kimbrell
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 Roadway and Drainage Work for the Village of Ruidoso.

This procurement will obtain on-call contracts for urgent and emergency roadway and drainage repair. Establishing these contracts will reduce the procurement time and costs. They would also ensure restoration of proper roadway conditions to maintain public and emergency vehicle transportation access.

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 on 6/4/26, Las Cruces Sun News and Albuquerque Journal on 6/4/26.

Thirty-five (35) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Eight (8) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Conrad & Sons, LLC., Constructors, Inc., Highland Enterprises, Inc., La Luz Dirt and Paving, LLC., Mesa Verde Enterprises, Inc., Morrow Enterprises, Inc., R. Marley, LLC., Summit Operations, Inc.

Two (2) addendums were issued for revisions to the Sequence of Events, and updates to the Scope of Work.

Proposal Submission Deadline was 6/22/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Ten (10) Proposals were received to be evaluated:

- Conrad & Sons, LLC
- Constructors, Inc.
- Crosstown Construction & Trucking, LLC
- Highland Enterprises, Inc.
- J&H Services, Inc.
- Mesa Verde Enterprises, Inc.
- Morrow Enterprises, Inc.
- R. Marley, LLC
- Sedona Contracting, Inc.
- Summit Operations, Inc.

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- **Experience and Past Performance** – 25 Possible Points
  Offerors should submit a detailed narrative describing their relevant experience in roadway and drainage work of similar size, scope, and complexity. This included required licenses for the proposed work, completion of past projects, and documented success in meeting timelines, safety standards, and regulatory compliance.

- **Technical Approach and Understanding of Scope** – 25 Possible Points
  Offerors should submit a detailed narrative describing their understanding of the Scope of Work and proposed methodology for water and sewer work. This includes approach to road and drainage repairs and construction, environmental compliance, and quality control measures.

- **Emergency Response Capability and Mobilization** – 25 Possible Points
  Offerors should submit a detailed narrative describing their ability to rapidly mobilize and scale operations in response to an emergency. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as urgent/emergency repairs to the water and/or sewer infrastructure.

- **Compliance, Documentation, and Reimbursement Support** – 25 Possible Points
  Offerors should submit a detailed narrative describing their systems and experience in ensuring full compliance with federal, state, and local requirements. This includes meeting NMDOT and Village of Ruidoso regulations.

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 Director
Josh Long	Village of Ruidoso – Assistant Public Works Director
Isabel Martinez	Village of Ruidoso – Public Works Admin. Specialist

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	6/22/26	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	6/29/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Of the ten proposals received, nine were very well prepared and met all requirements of this procurement. Mesa Verde Enterprises, Inc. scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-013P for On-Call Roadway and Drainage Work to Mesa Verde Enterprises, Inc., Sedona Contracting, Inc., Summit Operations, Inc., Highland Enterprises, Inc., Crosstown Construction & Trucking, LLC., J&H Services, Inc., Morrow Enterirses,Inc., and Constructors, Inc.

Section 7. SIGNATURES			
Name	Agree/Object (state objection)	Signature	Date
Levi Beaty	Agree	Levi Beaty	7/1/26
Josh Long	agree	Josh Long	7-1-26
Isabel Martinez	Agree		7/1/26

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 8.

To:

Presenter(s): Eric Queller, Emergency Manager
Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Approval of Award of RFP #2026-008P to King Industries Corporation for Debris Monitoring.

Item Summary:

Approval of Award of RFP #2026-008P to King Industries Corporation for Debris Monitoring.

Financial Impact:

None

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 Debris Monitoring for the Village of Ruidoso. The purpose of this procurement is to establish a qualified Debris Monitoring Contractor (DMC) to provide comprehensive oversight, documentation, and management support for debris removal operations following disasters or emergencies within the Village. This procurement ensures the Village has immediate access to professional monitoring services that can be rapidly activated to support response and recovery operations. Procurement through an RFP will allow the Village to select a Debris Monitoring based on qualifications that are most suitable to the needs of the Village. The Village is conducting a single 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 on 514/26, Las Cruces Sun News and Albuquerque Journal on 5/14/26. Three (3) Proposals were received to be evaluated: • Debris Tech, LLC • Sedona Contracting, Inc • King Industries. The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal.

All proposals received were very well prepared and met all requirements of this procurement. King Industries scored higher and was within the budget for this service. The Evaluation Committee recommends the award of RFP 2026-008P for Debris Monitoring to King

Industries.

Recommendations:

To Approve the Award of RFP #2026-008P to King Industries Corporation for Debris Monitoring.

ATTACHMENTS:
RFP #2026-008P Evalaution Score Summary.pdf
RFP #2026-008P Evaluation Committee Report.pdf

EVALUATION CRITERIA Summary Totals
6/9/2026 @ 10:00 AM

CRITERIA AND POINT VALUES FOR RFP #2026-008P Debris Monitoring

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

CRITERIA	Possible Points	Debris Tech, LLC	Sedona Contracting, Inc
B. Technical Specifications			
1. Experience and Past Performance • Demonstrated experience with disaster debris monitoring (wildfire, flooding, etc.) • Proven success with FEMA Public Assistance, FHWA, and regulatory compliance. • References and Performance on similar contracts. • History of supporting reimbursement and audit compliance.	**30**	**28**	**19**
2. Technical Approach and Project Understanding • Clear understanding of full monitoring process from collection to disposal. • Approach to field monitoring, load ticketing, QA/QC, and documentation. • Plan for ensuring compliance with federal, state, and local requirements. • Coordination strategy with the Village and Debris Removal Contractors (DRC).	**30**	**29**	**20**
3. Staffing and Management Plan • Qualifications of project management and key personnel. • Staffing levels for fiend, tower, and data operations. • Ability to scale and manage operations efficiently.	**20**	**17**	**19**
4. Response Capabilities and Operational Readiness • Ability to mobilize rapidly (within required timeframes). • Surge capacity and resources availability. • Pre-event planning and readiness approach. • Ability to operate under emergency conditions.	**20**	**16**	**19**
C. Business Specifications			
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail		
2. Letter of Transmittal Form (Appendix D)	Pass/Fail		
3. Debarment Certification (Appendix G)	Pass/Fail		
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail		
5. New Mexico Resident Business Preference	8	*	*
6. New Mexico Resident Veterans Preference	10	*	*
TOTAL POINTS:	**100**		

CRITERIA	Possible Points	King Industries
B. Technical Specifications		
1. Experience and Past Performance • Demonstrated experience with disaster debris monitoring (wildfire, flooding, etc.) • Proven success with FEMA Public Assistance, FHWA, and regulatory compliance. • References and Performance on similar contracts. • History of supporting reimbursement and audit compliance.	**30**	**27**
2. Technical Approach and Project Understanding • Clear understanding of full monitoring process from collection to disposal. • Approach to field monitoring, load ticketing, QA/QC, and documentation. • Plan for ensuring compliance with federal, state, and local requirements. • Coordination strategy with the Village and Debris Removal Contractors (DRC).	**30**	**28**
3. Staffing and Management Plan • Qualifications of project management and key personnel. • Staffing levels for fiend, tower, and data operations. • Ability to scale and manage operations efficiently.	**20**	**19**
4. Response Capabilities and Operational Readiness • Ability to mobilize rapidly (within required timeframes). • Surge capacity and resources availability. • Pre-event planning and readiness approach. • Ability to operate under emergency conditions.	**20**	**19**
C. Business Specifications		
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	
3. Debarment Certification (Appendix G)	Pass/Fail	
4. Non-Collusion Affidavit (Appendix H)	Pass/Fail	
5. New Mexico Resident Business Preference	8	*
6. New Mexico Resident Veterans Preference	10	*
TOTAL POINTS:	**100**	

Purchasing Agent

6/9/26
Date

EVALUATION COMMITTEE REPORT	
RFP TITLE	Debris Monitoring
RFP NUMBER	2026-008P
DATE OF REPORT	6/9/26
AUTHOR	Roderick Kimbrell
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 Debris Monitoring for the Village of Ruidoso.

The purpose of this procurement is to establish a qualified Debris Monitoring Contractor (DMC) to provide comprehensive oversight, documentation, and management support for debris removal operations following disasters or emergencies within the Village. This procurement ensures the Village has immediate access to professional monitoring services that can be rapidly activated to support response and recovery operations. Procurement through an RFP will allow the Village to select a Debris Monitoring based on qualifications that are most suitable to the needs of the Village.

The Village is conducting a single 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 on 514/26, Las Cruces Sun News and Albuquerque Journal on 5/14/26.

Twenty-nine (29) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

One (1) firm submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: Debris Tech, LLC

One (1) addendum was issued for questions submitted by potential proposer.

Proposal Submission Deadline was 6/4/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Three (3) Proposals were received to be evaluated:

- Debris Tech, LLC
- Sedona Contracting, Inc
- King Industries

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

1. Experience and Past Performance – 30 Possible Points
    - Qualifications of project management and key personnel.
    - Staffing levels for field, tower, and data operations.
    - Ability to scale and manage operations efficiently.

2. Technical Approach and Project Understanding – 30 Possible Points
    - Clear understanding of full monitoring process from collection to disposal.
    - Approach to field monitoring, load ticketing, QA/QC, and documentation.
    - Plan for ensuring compliance with federal, state, and local requirements.
    - Coordination strategy with the Village and Debris Removal Contractors (DRC).

3. Staffing and Management Plan – 20 Possible Points
    - Qualifications of project management and key personnel.
    - Staffing levels for field, tower, and data operations.
    - Ability to scale and manage operations efficiently.

4. Response Capabilities and Operational Readiness – 20 Possible Points
    - Ability to mobilize rapidly (within required timeframes).
    - Surge capacity and resources availability.
    - Pre-event planning and readiness approach.
    - Ability to operate under emergency conditions.

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**
Eric Queller	Village of Ruidoso – Emergency Manager
Levi Beaty	Village of Ruidoso – Public Works Director
Heath Dobrovolny	Village of Ruidoso – Deputy Village Manager

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	6/4/26	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	6/9/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION
All proposals received were very well prepared and met all requirements of this procurement. King Industries scored higher and was within the budget for this service. The Evaluation Committee recommends the award of RFP 2026-008P for Debris Monitoring to King Industries.

Section 7. SIGNATURES			
Name	Agree/Object (state objection)	Signature	Date
Eric Queller	Agree		6/9/26
Levi Beaty	Agree		6/9/26
Heath Dobrovolny	Agree		6-9-26

AGENDA MEMORANDUM

Village of Ruidoso

CONSENT REGULAR ITEMS - 9.

To:

Presenter(s): Eric Queller, Emergency Manager

Meeting Date: July 14, 2026

Re: Approval of Multi-Award of RFP #2026-009P to Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal.

Item Summary:

Approval of Multi-Award of RFP #2026-009P to Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal.

Financial Impact:

None

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 Debris Monitoring for the Village of Ruidoso. The purpose of this procurement is to secure a qualified debris removal contractor to support the Village of Ruidoso in the immediate response to and recovery from disaster events. This contract ensures the Village has the capability to rapidly mobilize debris removal operations in a safe, efficient, and compliant manner. The Village requires comprehensive debris removal services, including emergency roadway clearance, collection, hauling, reduction, and disposal of disaster-generated debris within public rights-of-way and other designated areas. Procurement through an RFP will allow the Village to select a Debris Removal based on qualifications that are most suitable to the needs of the Village. 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.

Legal Ads were placed in three (3) newspapers: Ruidoso News on 5/21/2026, Las Cruces Sun News and Albuquerque Journal on 5/21/2026.

The Evaluation Committee recommends the award of RFP 2026-009P for Debris Removal to

Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc.

Recommendations:

To Approve Multi-Award of RFP #2026-009P to Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal.

ATTACHMENTS:
RFP #2026-009P Evaluation Committee Report.pdf
RFP #2026-009P Score Summary.pdf

EVALUATION COMMITTEE REPORT	
RFP TITLE	Debris Removal
RFP NUMBER	2026-009P
DATE OF REPORT	6/16/2026
AUTHOR	Roderick Kimrell
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 Debris Monitoring for the Village of Ruidoso.

The purpose of this procurement is to secure a qualified debris removal contractor to support the Village of Ruidoso in the immediate response to and recovery from disaster events. This contract ensures the Village has the capability to rapidly mobilize debris removal operations in a safe, efficient, and compliant manner. The Village requires comprehensive debris removal services, including emergency roadway clearance, collection, hauling, reduction, and disposal of disaster-generated debris within public rights-of-way and other designated areas. Procurement through an RFP will allow the Village to select a Debris Removal based on qualifications that are most suitable to the needs of the Village.

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 on 5/21/2026, Las Cruces Sun News and Albuquerque Journal on 5/21/2026.

Sixty-one (61) firms drew down on the RFP from the Village of Ruidoso website.

No pre-proposal conference was held.

Eight (8) firms submitted the Acknowledgement of Receipt Form indicating their intent to submit a proposal: AshBritt, Inc., DRC Emergency Services, LLC., Jack Johnson Excavating, Inc., TRF Enterprises, Inc., Conrad & Sons, LLC., Highland Enterprises, R. Minnix Construction, Inc., LJ Pacheco Trucking & Graveling Products, LLC.

Two (2) addendums were issued for questions from potential proposers, revisions to the scope of work, and updates to the sequence of events.

Proposal Submission Deadline was 6/16/26 at 3:00 pm.

Section 3. SUMMARY OF RFP EVALUATION PROCESS

Seventeen (17) Proposals were received to be evaluated:

- Builders Tech NM, LLC.
- MP Chavez Enterprises, Inc.
- R.Minnix Construction, Inc.
- DRC Emergency Services, LLC
- CTC Disaster Response
- AshBritt, Inc.
- Crosstown Construction & Trucking, LLC.
- TRF Enterprises, Inc.
- R. Marley, LLC.
- Southwest Contracting and Associates
- Highland Enterprises, Inc.
- Sedona Contracting, Inc.
- Conrad & Sons, LLC
- LJ Pacheco Gravel Products, LLC
- Summit Operations, Inc.
- Mesa Verde Enterprises, Inc.
- Jack Johnson Excavating, Inc.

The committee discussed the responses of each evaluation criteria and references provided, then collectively scored the proposal for:

- **Experience and Past Performance – 30 Possible Points**
  Evaluation of the Offeror's demonstrated experience in disaster debris removal operations of similar size, scope and complexity. This includes prior work in federally declared disasters, and documented success in meeting timelines, safety, standards, and regulatory compliance.
- **Technical Approach and Understanding of scope – 25 Possible Points**
  Assessment of the Offeror's understanding of the Scope of Work and proposed methodology for debris removal operations. This includes approach to debris clearance, hauling, reduction, disposal, Temporary Debris staging and Reduction Site (TDSRS) operations, environmental compliance, and quality control measures.

- **Emergency Response Capability and Mobilization – 25 Possible Points**
  Evaluation of the Offeror's ability to rapidly mobilize and scale operations in response to a disaster. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as emergency roadway clearance and sustained operations under emergency conditions.
- **Compliance, Documentation, and Reimbursement Support – 20 Possible Points**
  Assessment of the Offeror's systems and experience in ensuring full compliance with federal, state, and local requirements. This includes load ticketing, debris eligibility determination, documentation practices, environmental protection, and ability to support reimbursement processes under FEMA guidelines.

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**
Eric Queller	Village of Ruidoso – Emergency Manager
Levi Beaty	Village of Ruidoso – Public Works Director
Heath Dobrovolny	Village of Ruidoso – Deputy Village Manager

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	6/16/26	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	6/18/26	Committee met, discussed and scored the proposals.

Section 6. SUMMARY OF AWARD RECOMMENDATION

Of the seventeen (17) proposals received, thirteen (13) were very well prepared and met all requirements of this procurement. Southwest Contracting & Associate, LLC. scored higher and was within the budget for this service.

The Evaluation Committee recommends the award of RFP 2026-009P for Debris Removal to Southwest Contracting & Associates, LLC., DRC Emergency Response, Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc.

Section 7. SIGNATURES			
Name	Agree/Object (state objection)	Signature	Date
Eric Queller	Agree	E.	7/1/2026
Levi Beaty	Agree	Levi Beaty	7/1/26
Heath Dobrovolny	Agree		6-26-26

EVALUATION CRITERIA Summary Totals
6/22/2026 @ 1:30 PM

CRITERIA AND POINT VALUES FOR RFP #2026-009P Debris Removal

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

CRITERIA	Possible Points	AshBritt, Inc.	Conrad & Sons, LLC	CTC Disaster Response	DRC Emergency Response
B. Technical Specifications					
1. **Experience and Past Performance** Evaluation of the Offeror's demonstrated experience in disaster debris removal operations of similar size, scope, and complexity. This includes prior work in federally declared disasters, familiarity with Federal emergence Management Agency Public Assistance requirements, and documented success in meeting timelines, safety standards, and regulatory compliance.	30	25	23	26	27
2. **Technical Approach and Understanding of Scope** Assessment of the Offeror's understanding of the Scope of Work and proposed methodology for debris removal operations. That includes approach to debris clearance, hauling, reduction, disposal, Temporary Debris Staging and Reduction Site (TDSRS) operations, environmental compliance, and quality control measures.	25	22	18	22	22
3. **Emergency Response Capability and Mobilization** Evaluation of the Offeror's ability to rapidly mobilize and scale operations in response to a disaster. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as emergency roadway clearance and sustained operations under emergency conditions.	25	20	18	17	21

4. Compliance, Documentation, and Reimbursement Support Assessment of the Offeror's systems and experience in ensuring full compliance with federal, state, and local requirements. This includes load ticketing, debris eligibility determination, documentation practices, environmental protections, and ability to support reimbursement processes under FEMA guidelines.	**20**	**18**	**14**	**18**	**18**
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. New Mexico Resident Business Preference	8	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*
TOTAL POINTS:	**100**	**85**	**73**	**83**	**89**

X _____ 6/29/16

Purchasing Agent

EVALUATION CRITERIA Summary Totals
6/22/2026 @ 1:30 PM

CRITERIA AND POINT VALUES FOR RFP #2026-009P Debris Removal

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

CRITERIA	Possible Points	Highland enterprises, Inc.	Jack Johnson Excavating, Inc.	LJ Pacheco Gravel Products, LLC	Mesa Verde enterprises, Inc.
B. Technical Specifications					
1. **Experience and Past Performance** Evaluation of the Offeror's demonstrated experience in disaster debris removal operations of similar size, scope, and complexity. This includes prior work in federally declared disasters, familiarity with Federal emergence Management Agency Public Assistance requirements, and documented success in meeting timelines, safety standards, and regulatory compliance.	30	24	25	18	18
2. **Technical Approach and Understanding of Scope** Assessment of the Offeror's understanding of the Scope of Work and proposed methodology for debris removal operations. That includes approach to debris clearance, hauling, reduction, disposal, Temporary Debris Staging and Reduction Site (TDSRS) operations, environmental compliance, and quality control measures.	25	22	20	18	21
3. **Emergency Response Capability and Mobilization** Evaluation of the Offeror's ability to rapidly mobilize and scale operations in response to a disaster. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as emergency roadway clearance and sustained operations under emergency conditions.	25	22	23	14	21

4. Compliance, Documentation, and Reimbursement Support Assessment of the Offeror's systems and experience in ensuring full compliance with federal, state, and local requirements. This includes load ticketing, debris eligibility determination, documentation practices, environmental protections, and ability to support reimbursement processes under FEMA guidelines.	**20**	**20**	**17**	**17**	**12**
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. New Mexico Resident Business Preference	8	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*
TOTAL POINTS:	**100**	**88**	**85**	**67**	**72**

X _____ 6/24/21

Purchasing Agent

EVALUATION CRITERIA Summary Totals
6/22/2026 @ 1:30 PM

CRITERIA AND POINT VALUES FOR RFP #2026-009P Debris Removal

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

CRITERIA	Possible Points	R. Marley, LLC	Sedona Contracting, Inc.	Southwest Contracting & Associates, LLC	Summit Operations, Inc.
B. Technical Specifications					
1. **Experience and Past Performance** Evaluation of the Offeror's demonstrated experience in disaster debris removal operations of similar size, scope, and complexity. This includes prior work in federally declared disasters, familiarity with Federal emergence Management Agency Public Assistance requirements, and documented success in meeting timelines, safety standards, and regulatory compliance.	30	11	25	27	24
2. **Technical Approach and Understanding of Scope** Assessment of the Offeror's understanding of the Scope of Work and proposed methodology for debris removal operations. That includes approach to debris clearance, hauling, reduction, disposal, Temporary Debris Staging and Reduction Site (TDSRS) operations, environmental compliance, and quality control measures.	25	16	23	22	22
3. **Emergency Response Capability and Mobilization** Evaluation of the Offeror's ability to rapidly mobilize and scale operations in response to a disaster. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as emergency roadway clearance and sustained operations under emergency conditions.	25	16	23	22	23

4. Compliance, Documentation, and Reimbursement Support Assessment of the Offeror's systems and experience in ensuring full compliance with federal, state, and local requirements. This includes load ticketing, debris eligibility determination, documentation practices, environmental protections, and ability to support reimbursement processes under FEMA guidelines.	**20**	**12**	**17**	**18**	**18**
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. New Mexico Resident Business Preference	8	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*
TOTAL POINTS:	**100**	**55**	**88**	**90**	**87**

X _____ 6/24/21

Purchasing Agent

EVALUATION CRITERIA Summary Totals
6/22/2026 @ 1:30 PM

CRITERIA AND POINT VALUES FOR RFP #2026-009P Debris Removal

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

CRITERIA	Possible Points	TFR Enterprises, Inc.	MP Chavez Enterprises, Inc.	Builders Tech NM, LLC	Crosstown Construction & Trucking, LLC	R. Minnix Construction, Inc.
B. Technical Specifications						
1. **Experience and Past Performance** Evaluation of the Offeror's demonstrated experience in disaster debris removal operations of similar size, scope, and complexity. This includes prior work in federally declared disasters, familiarity with Federal emergence Management Agency Public Assistance requirements, and documented success in meeting timelines, safety standards, and regulatory compliance.	30	26	25	N/A	N/A	N/A
2. **Technical Approach and Understanding of Scope** Assessment of the Offeror's understanding of the Scope of Work and proposed methodology for debris removal operations. That includes approach to debris clearance, hauling, reduction, disposal, Temporary Debris Staging and Reduction Site (TDSRS) operations, environmental compliance, and quality control measures.	25	23	22	N/A	N/A	N/A

3. **Emergency Response Capability and Mobilization** Evaluation of the Offeror's ability to rapidly mobilize and scale operations in response to a disaster. This includes availability of personnel, equipment, subcontractors, and demonstrated ability to meet time-sensitive requirements such as emergency roadway clearance and sustained operations under emergency conditions.	**25**	**21**	**22**	**N/A**	**N/A**	**N/A**
4. **Compliance, Documentation, and Reimbursement Support** Assessment of the Offeror's systems and experience in ensuring full compliance with federal, state, and local requirements. This includes load ticketing, debris eligibility determination, documentation practices, environmental protections, and ability to support reimbursement processes under FEMA guidelines.	**20**	**19**	**18**	**N/A**	**N/A**	**N/A**
C. Business Specifications						
1. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail	**Pass**	**Pass**	**N/A**	**N/A**	**N/A**
2. Letter of Transmittal Form (Appendix D)	Pass/Fail	**Pass**	**Pass**	**N/A**	**N/A**	**N/A**
3. Debarment Certification (Appendix F)	Pass/Fail	**Pass**	**Pass**	**N/A**	**N/A**	**N/A**
4. Non-Collusion Affidavit (Appendix G)	Pass/Fail	**Pass**	**Pass**	**N/A**	**N/A**	**N/A**
5. New Mexico Resident Business Preference	8	*	*	*	*	*
6. New Mexico Resident Veterans Preference	10	*	*	*	*	*
TOTAL POINTS:	**100**	**88**	**87**	**0**	**0**	**0**

X _____ 6/24/26

Purchasing Agent

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 1.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: July 14, 2026

Re: Presentation of New Employees and Promotions

Item Summary:

Presentation of New Employees and Promotions

New Hires:

- Chris Valdez- Streets Maintenance Tech- DOH 6/15/26
- Galo Moran- Parks & Rec Maintenance Tech- DOH 6/29/26
- Jesse Lucero- Water Distribution Maintenance Tech- DOH 6/29/26
- Michelle Gomez- Finance Director- DOH 6/29/26
- Lara Price- Economic Development Director- DOH 7/13/26
- Simon Gonzales – Water Distribution Maintenance Tech- DOH 7/13/26
- Sophia Arora- Temp-GIS/Planner – DOH 7/13/26

Promotions:

- Johanna Quintana- HR Supervisor- Effective 6/15/26
- Isaiah Spitty- Forestry Project Manager- Effective 6/15/26
- Marisa Olvera- Library Youth Services Supervisor- Effective 6/15/26
- Manuel Huber- Streets Maintenance Technician- Effective 6/29/26
- Jared Stumpff- Water Operator 2- Effective 6/1/26
- Reno Vaca -Forestry and Fuel Tech- Effective 7/13/26

Reclassification:

- Eric Queller - Director of Emergency Management - Effective 7/13/26

Interns:

- Daniela Tello- Finance – DOH 6/1/26
- Noah Marshall- Fire – DOH 6/1/26
- Braelle Antonio- HR- DOH 5/26/26
- Ethan Gerthe- Water Resources- DOH 5/18/26
- Cole Vetter- DOH- P&Z 6/8/26
- Brylee Grubb- EOC- DOH 6/15/26
- Abygail Pulido– Library/Museum- DOH 6/15/26
- Cheyenne Marrufo- EOC- DOH 3/12/26

Financial Impact:

None

Item Discussion:

Presentation of New Employees and Promotions

New Hires:

- Chris Valdez- Streets Maintenance Tech- DOH 6/15
- Galo Moran- Parks & Rec Maintenance Tech- DOH 6/29
- Jesse Lucero- Water Distribution Maintenance Tech- DOH 6/29
- Michelle Gomez- Finance Director- DOH 6/29/26
- Lara Price- Economic Development Director- DOH 7/13
- Simon Gonzales – Water Distribution Maintenance Tech- DOH 7/13/26
- Sophia Arora- Temp-GIS/Planner – DOH 7/13/26

Promotions:

- Johanna Quintana- HR Supervisor- Effective 6/15
- Isaiah Spitty- Forestry Project Manager- Effective6/15
- Marisa Olvera- Library Youth Services Supervisor- Effective 6/15
- Manuel Huber- Streets Maintenance Technician- Effective 6/29
- Jared Stumpff- Water Operator 2- Effective 6/1
- Reno Vaca -Forestry and Fuel Tech- Effective 7/13

Interns:

- Daniela Tello- Finance – DOH 6-1-26
- Noah Marshall- Fire – DOH 6-1-26
- Braelle Antonio- HR- DOH 5-26-26
- Ethan Gerthe- Water Resources- DOH 5-18-26
- Cole Vetter- DOH- P&Z 6-8-26
- Brylee Grubb- EOC- DOH 6-15-26
- Abygail Pulido– Library/Museum- DOH 6-15-26
- Cheyenne Marrufo- EOC- DOH 3-12-26

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 2.

To:

Presenter(s): Lynn D. Crawford, Mayor

Meeting Date: July 14, 2026

Re: Presentation of Employees and Department of the Quarter

Item Summary:

Employees of the Quarter 2 (April-June):

Administration: Andrew Sullens - IT Technician

Public Safety: Elaine Sanchez - Office Manager/1st Responder

Public Works/Infrastructure: Ezekiel Alvarez - Operator/Driver Supervisor
Community Services: Isaiah Spitty - Forestry Project Manager

Department of the Quarter 2 (April-June):

Parks and Recreation

Financial Impact:

None

Item Discussion:

Employees of the Quarter 2 (April-June):

Administration: Andrew Sullens - IT Technician

Public Safety: Elaine Sanchez - Office Manager/1st Responder

Public Works/Infrastructure: Ezekiel Alvarez - Operator/Driver Supervisor
Community Services: Isaiah Spitty - Forestry Project Manager

Department of the Quarter 2 (April-June):

Parks and Recreation

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 3.

To:

Presenter(s): Eddie Ryan, Manager of Events and Strategic Partnerships

Meeting Date: July 14, 2026

Re: Update on Ironman Event

Item Summary:

Update on Ironman Event

Financial Impact:

None

Item Discussion:

Update on Ironman Event

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

MAYORAL REPORTS AND PRESENTATIONS - 4.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: July 14, 2026

Re: Update on Automated Traffic Enforcement System

Item Summary:

Update on Automated Traffic Enforcement System

Financial Impact:

None

Item Discussion:

Update on Automated Traffic Enforcement System

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: July 14, 2026

Re: Village Manager's Report

Item Summary:

Village Manager's Report

Financial Impact:

None

Item Discussion:

Village Manager's Report

Recommendations:

None

ATTACHMENTS:
2026.07.14 Manager's Report.pdf

VILLAGE MANAGER'S REPORT

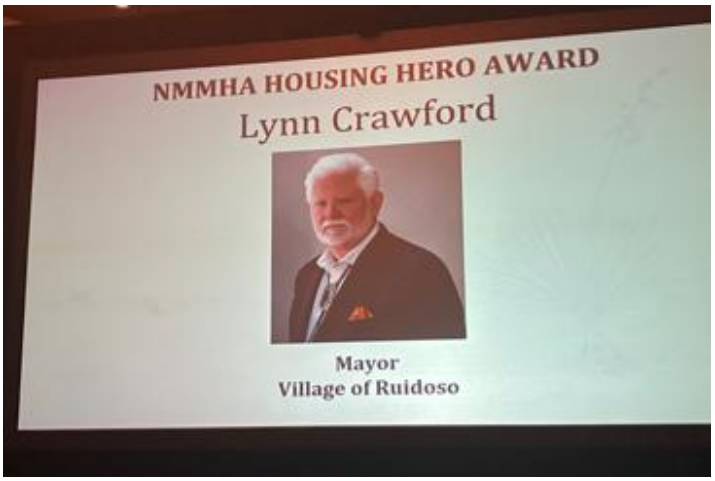
TO: **Honorable Mayor Crawford and Village Council**

DATE: **July 14, 2026**

RE: **Village Manager's Report**

ADMINISTRATION

New Mexico Manufactured Housing Association (NMMHA) Annual Convention
Congratulations to Mayor Crawford!
2026 NMMHA 1st Annual Housing Hero Recipient



2026 New Mexico Colonias Infrastructure Application Process – At the June 25, 2026, New Mexico Finance Authority (NMFA) Board of Directors meeting, the Village of Ruidoso was awarded three (3) Colonias Infrastructure projects, totaling $11,000,000. The awarded projects are listed below:

1. Ponderosa Phase I Project, Repaving damaged roads, due to flooding, in the Ponderosa Subdivision, $2,500,000
2. Waterline System Improvements Project, for the design and construction for replacement waterlines in the Ponderosa Subdivision, $4,500,000

3. Ponderosa Phase II Project, design and construction to replace 8349 ft of galvanized waterline, 114 service replacements, and the addition of fire protection to the area, $4,000,000

2025 New Mexico Water Trust Board Grant Application – At the April 21st Water Trust Board meeting, the Village's eight (8) WTB infrastructure projects were presented and approved. The award included both sewer and water infrastructure projects. On May 28th, the New Mexico Finance Authority awarded the funding on the Village's eight (8) projects listed below, totaling $42,420,000 million dollars.

The following projects approved for funding are listed below:

1. Country Club Sewer System Improvements - $6,700,000
2. Eagle Sewer Line Relocation - $750,000
3. Pinecliff Sewer System Improvements - $5,900,000
4. Ranier Sewer System Improvements - $950,00
5. Tank Rehab Phase III - $6,100,000
6. Town & Country Sewer System Improvements (Design only) $800,00
7. Town & Country Water System Improvements - $11,000,000
8. Upper Canyon Sewer Line Relocation - $10,220,000
9. Supplemental Award - $2.5 million Upper Canyon Surface Diversion

New Mexico City Management Association Conference – The 2026 New Mexico City Management Summer Conference was held in Ruidoso on June 29 through July 1st, at the Ruidoso Convention Center. Conference agenda items include the following: Municipal Tax Overview, NMDOT Update, Economic Development Opportunities, IPRA, Employee Recruiting and Retention, Blighted Properties, and Housing Resources.

Monday with the Mayor Radio Show - Mayor Crawford continues the Radio Show on 1490 AM & 99.1 FM KRUI (The Mountain) on Monday mornings at 8:00 a.m. Mayor Crawford invites Elected Officials, the Village Manager and other Department Directors/Managers or Supervisors, and Special Guests to participate with him as he informs the community of activities, events, projects, and any other additional Village information. Mayor Crawford also reports on the outcome and decisions made in the Council meetings and has had citizens call in with questions or comments. This has been an excellent program promoting the teamwork and leadership of the Governing Body and staff.

2026 Legislative Capital Outlay Projects – The governor signed Senate Bill 240, the state's capital outlay bill, and House Bill 248, which authorizes general obligation bonds. Together, the measures provide more than $1.5 billion for infrastructure projects including schools, roads, housing, community facilities and water conservation projects.
Included in Senate Bill 240, the Village of Ruidoso will receive funding for the following: 1) Ruidoso Street Construction in the amount of $2,500,000 and Ruidoso Utility & Sewer/Wastewater Construction in the amount of $2,500,000.

2025 NMDOT TPF Grant Award for Village Roadway Improvements Project -The Village's Transportation Project Fund (TPF) project is scheduled to begin in Mid-July. The project scope of work will consist of completion of 4.1 miles of roadway maintenance improvements that will also include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, on Meander Dr., Cree Meadows Dr., White Mountain Meadows Dr., with a 1.5" mill, 1-

1.5" remix of existing road, and with a 2" overlay though the use of a heater scarify process. Cutler Repaving was awarded the project through the New Mexico State-Wide Price Agreement.

Grant Award 25-J2491-3 ("Project") Five Million Three Hundred Seventy-Four Thousand Five Hundred Dollars and Zero Cents ($5,374,500.00), for housing projects statewide – Council approved grant agreement at the October 7th Special Council meeting with NM DFA Local Government Division in the amount ($5,374,500). The grant scope of work is for housing projects statewide. The Village will be working closely with a housing developer on developing additional workforce housing projects. The Village has finalized property purchase which will be dedicated for workforce housing and continue to use funding on approved housing projects.

2025 New Mexico Colonias Infrastructure Emergency Application Presentation - The Village of Ruidoso was awarded a grant on the 2025 Colonias Emergency Infrastructure Grant Application, in an amount of $4,000,000. The project scope of work includes design and construct on four disaster-affected roadways in the Village of Ruidoso to include pavement and base removal, installation of new \pavement, base, curb and gutter, and culverts. The Village is waiting on the grant agreement on the awarded project. The project streets are listed below.

1. Brady Canyon Road
2. Ponderosa Drive
3. Maple Drive
4. Ash Drive

U.S. Department of Commerce Invests $2.3 Million for Roadway Infrastructure Improvements to Support Economic Growth in Ruidoso, New Mexico - U.S. Secretary of Commerce Gina Raimondo announced the Department's Economic Development Administration (EDA) is awarding a $2.3 million grant to the Village of Ruidoso, New Mexico, for roadway infrastructure improvements needed to support business and economic growth. The Villages were awarded a Department of Finance and Administration Matching Grant Award for the EDA Grant, in the amount of $465,600.00.

U.S. Highway 70 and NM Highway 48 intersection & NM Highway 48 Corridor Design Project - Task Orders were issued and approved by the Council to Bohannan Huston, for professional engineering services related to the grant project. This grant will design the restructure of the U.S. Highway 70 and NM Highway 48 intersection to improve access to the business district and support future economic growth. Design work is ongoing.

Upper Sudderth Street Revitalization Design Project - Task Orders were issued and approved by the Council to Stantec, for professional engineering services related to the grant project. The grant funds will be used to design a complete plan set and studies needed for construction bids to construct the plans. This grant design will include the following:

- Lighting
- Landscaping
- Redeveloped Roundabout
- Survey Work
- Drainage Study
- Signage
- Traffic Study to Support a Road Diet
- Proper Grading on the Pavement Will Be Needed to Correct Water Runoff Issues
- Curb & Gutters
- Driveway Aprons

- Sidewalks
- Drop Inlets
- Bump-Outs for Large Gateway Signage

603 Housing Development Project - This project consists of developing a community-oriented feel with a neighborhood design that includes 10 new homes on the property. The new homes will be both 2-bedroom and 3-bedroom homes. These homes are modular in nature and resemble stick-built homes. They include siding and porches on the exterior with a decorative front and all the comforts of home in the interior and 10x10 storage units.

603 Mechem-Work in progress

- Village staff conducted a final walk-through of all 10 homes.
- A punch list was created with an interior prioritized checklist of incomplete, defective, or cosmetic repairs that need to be resolved by the seller before finalizing the renting of the 10 units.
- White Sands Construction is in the process of finalizing their scope of work on the project.
- GH Concrete has installed a Curb &Gutter on the home experiencing excess water runoff.
- PNM has installed 9 electrical meters, waiting on tenth due to water leak.
- One unit is waiting for inspection from New Mexico CID-MHI
- Fencing contractor has completed the painting of interior side of the perimeter fencing.
- Rymarc Construction has scheduled the work for the curb & gutter, along with asphalt paving of the existing roadways. La Luz Paving will be the sub-contractor on the project.
- Rymarc Construction in process of completing cabin No. 2 residing project, along with replacement of entry doors and replacement of the entry stairs on Cabin No. 2.

Martin Road Bridge Rehabilitation Project - The Martin Road Bridge Rehabilitation Project start date is TBD. The New Mexico Department of Transportation, District 2 Bridge crew will rehab the bridge by replacing the existing timbers and guardrails. The project has been fully completed.

EyeOnWater Software - The Village of Ruidoso has offered water customers access to software called EyeOnWater, which has an incredibly positive impact on our property owners. EyeOnWater is consumer-engaged software that goes beyond traditional billing statements to connect utility water usage and their customers. The software enables utility customers to access and view their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts. This is a perfect tool for those that winter elsewhere. The software is straightforward to set up and use on a computer or smartphone device, placing consumer data in the utility customers' hands. To sign up, you must visit http://eyeonwater.com/signup to create your online account. You must enter the service zip code and your billing account number. Instructions are available on the website (http://Ruidoso-nm.gov), or you can call the Village Hall at (575) 258-4343.

Fats, Oils, and Grease (FOG) - Fats, oils, and grease can cause blockages and overflows in the sewer collection system. Cooking grease is one of the primary causes of sewer line blockages that result in sewer overflows from manholes or backups. In addition to being costly to clean up, the overflows create potential for property damage and can lead to significant environmental, health and safety risks.
The Village of Ruidoso has a FOG inspection program for food service establishments. The FOG program consists of periodic inspections to determine compliance with the VOR sewer ordinance and to gather records of routine maintenance of grease traps.
VOR residents can help keep our sewer system flowing properly by properly disposing of cooking oil and grease. Here's how you can help.

- Do not dump cooking oil, fat, or grease into the kitchen sink or toilet.
- Do not use hot water and soap to wash grease down the drain because it will cool and harden in your pipes or in the sewer down the line.
- Do place cooked oil and meat fats in a sealed container and discard small quantities in your garbage.
- Do use paper towels to wipe residual grease or oil off of dishes, pots and pans prior to washing them.

With your continued assistance, we can prevent unnecessary service disruptions for residents and businesses.

PROJECT: Water Conservation – Public Awareness

Purpose:

- Combat the negative connotation of the Level 5 Water Restrictions
- Combat the negative connotation of the appearance of the water post-
- Little Bear Fire
- Encourage locals and visitors alike to engage in water conservation
- Increase awareness regarding the importance of water conservation in
- Ruidoso – especially post-Little Bear Fire
- Provide people with tips/helpful information on easy ways to conserve
- Ruidoso's water supply

Public Awareness:

- Weekly email blasts to keep businesses and residents aware of the
- water restrictions (beginning today and ending when all parties agree
- it is no longer necessary)
- Design a flyer to send home with RMSD students
- Send "village ambassadors" to all service club meetings within the next
- month to address the situation and have information to hand out
- Add a new page to the Village website that will have all of the water
- conservation tips available to site visitors
- Level 5 Water Restriction and what that means
- Bypassing Grindstone for the Village water supply
- Fix Your Flapper
- Adding a plastic bottle to the toilet tank
- Installing a shut-off valve

AIRPORT

June 2026 Operations & Fuel Summary:
NOTE: Manager's Report is up to end of business on Tuesday June 30, 2025.

2025 / 2026 Operations
386 / 292 Down 24%

2025 / 2026 Jet A Fuel

22,874 / 8376 Down 63%

2025 / 2026 100LL Fuel
1880 / 1611 Down 14%

Contour Airlines Flights

- There were 4 Contour flights
- Revenue Passengers Enplaned 30
- Revenue Passengers Deplaned 34
- 6/28 Contour Flight was delayed on Sunday due to Air Traffic Control (ATC) in Denver.

General

- There were 3 medical transports for the month of June.
- There were 6 Military Operations.
- 6/1 Airport AWOS Kickoff/Planning Meeting with Mesotech.
- 6/2 Airport Manager attended Council Workshop meeting.
- 6/3 Airport EMR training meeting.
- 6/3 Enterprise site visit at the Airport.
- 6/4 Fire Extinguisher training for Airport Staff.
- 6/4 Meeting with hangar tenant Susan Garner
- 6/8 Maheng Construction site visit at Airport for Terminal upgrade.
- 6/9 Airport Manager attended Council Meeting.
- 6/11 Airport Manager attended Director's meeting.
- 6/12 Maheng Construction started the Terminal Remodel.
- 6/16 Airport Manager & Deputy Village Manager attended SRR Charter Ops discussion with the FAA and Contour Airlines.
- 6/17 The baggage X-ray scanner was installed and calibrated for Contour.
- 6/17 Airport Staff attended NOTAM Manager Training.
- 6/18 Contour Airline CSA's first day of training.
- 6/25 Airport Manager attended Capitol Projects meeting.
- 6/25 Contour Air Inaugural Flight and Reception.
- 6/26 Airport Manager & Airport Admin. attended EOC Procurement Finance Meeting.
- 6/29 Airport manager & Deputy Village Manager attended Electrical Vault / 6/24 lighting and Navaid Pre Con meeting with Lochner Engineers and Bixby Electric.
- 6/30 Active Shooter Training meeting with Police Dept.
- The Automated Weather Observing System (AWOS) was out of commission from May 14 through June 12. There were no wind readings for those days.

Daily Fuel Volume Sold								
Receipt Date: 01-Jun-26 to 30-Jun-26								
Merchant Number: 7836								
Receipt Date	Avgas 100LL	Dyed Diesel	Jet A Fuel with FSII Additive	Unleaded Gasoline Automotive Commercial	Avg W/S	Max W/S	Operations	Day
1-Jun-26	41.5		470				12	Mo
2-Jun-26	0		150				5	Tu
3-Jun-26	0		55				12	We
4-Jun-26	42		292				2	Th
5-Jun-26	69.2		537				2	Fr
6-Jun-26	0		150				14	Sa
7-Jun-26	55.9		233				13	Su
8-Jun-26	40.2		100				8	Mo
9-Jun-26	55.9		229				14	Tu
10-Jun-26	84.4		648				7	We
11-Jun-26	0		161				11	Th
12-Jun-26	0		100				14	Fr
13-Jun-26	31.2		561		4.9	13	10	Sa
14-Jun-26	160.5		235		8.3	21	6	Su
15-Jun-26	0		290		7.5	28	6	Mo
16-Jun-26	35		355		8.4	16	19	Tu
17-Jun-26	42.7		179		13.3	21	12	We
18-Jun-26	43.7		460		11.2	24	13	Th
19-Jun-26	201.8		363		7.6	23	13	Fr
20-Jun-26	57.7		0		5.7	18	5	Sa
21-Jun-26	72		0		11.4	20	6	Su
22-Jun-26	164.6		11		10.1	18	14	Mo
23-Jun-26	148.2		100		7.6	21	7	Tu
24-Jun-26	71.1		435		8	26	9	We
25-Jun-26	28		221		7.1	23	11	Th
26-Jun-26	83.4		0		9.8	22	15	Fr
27-Jun-26	44.9		697		14.1	29	4	Sa
28-Jun-26	13.6		100		14.5	30	10	Su
29-Jun-26	0	20	290	11.1	14.6	23	8	Mo
30-Jun-26	23.5		954		14.2	24	10	Tu
	1611		**8376**				**292**	

Month	Jet A	100LL	Cumulative
January	4071	1626	5697
Februray	4735	1483	6218
March	10188	1477	11,665
April	6057	1038	7095
May	11661	1011	12672
June	8376	1611	9987
July			
August			
September			
October			
November			
December			
Total	**45088**	**8246**	**53334**

CLERK

Staff coordinated with various Village of Ruidoso Departments and processed fourteen (19) requests for public information during June 2026. 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).

- Michael Sralik was promoted to Health and Safety Coordinator.
- Clerk was on the interview panel for the HR Administrative Assistant position.
- Clerk participated in Clean and Lien taskforce meetings.
- Clerk participated in Meet and Greet with the Finance Director candidate.
- Clerk conducted Agenda training for new Fire and Police Administrative Assistants.
- Clerk attended PPDR/Clean and Lien/ Buyout Program Townhall meeting.
- Clerk attended Legacy Bridges Public Input meeting.
- Clerk attended Contour Airlines Inaugural Flight event.
- Clerk attended Mandatory- EOC Procurement and Time Entry meeting.
- Clerk's Office produced agendas and minutes for the following meetings during the month of June:
    - June 2, 2026, Council Workshop
    - June 9, 2026, Regular Council Meeting
    - June 17, 2026, RWWRP-JUB Regular Meeting
    - June 17, 2026, Consolidated Dispatch Joint Board Regular Meeting
    - June 24, 2026, Special Council Meeting
    - June 26, 2026, Natural and Cultural History Committee Meeting

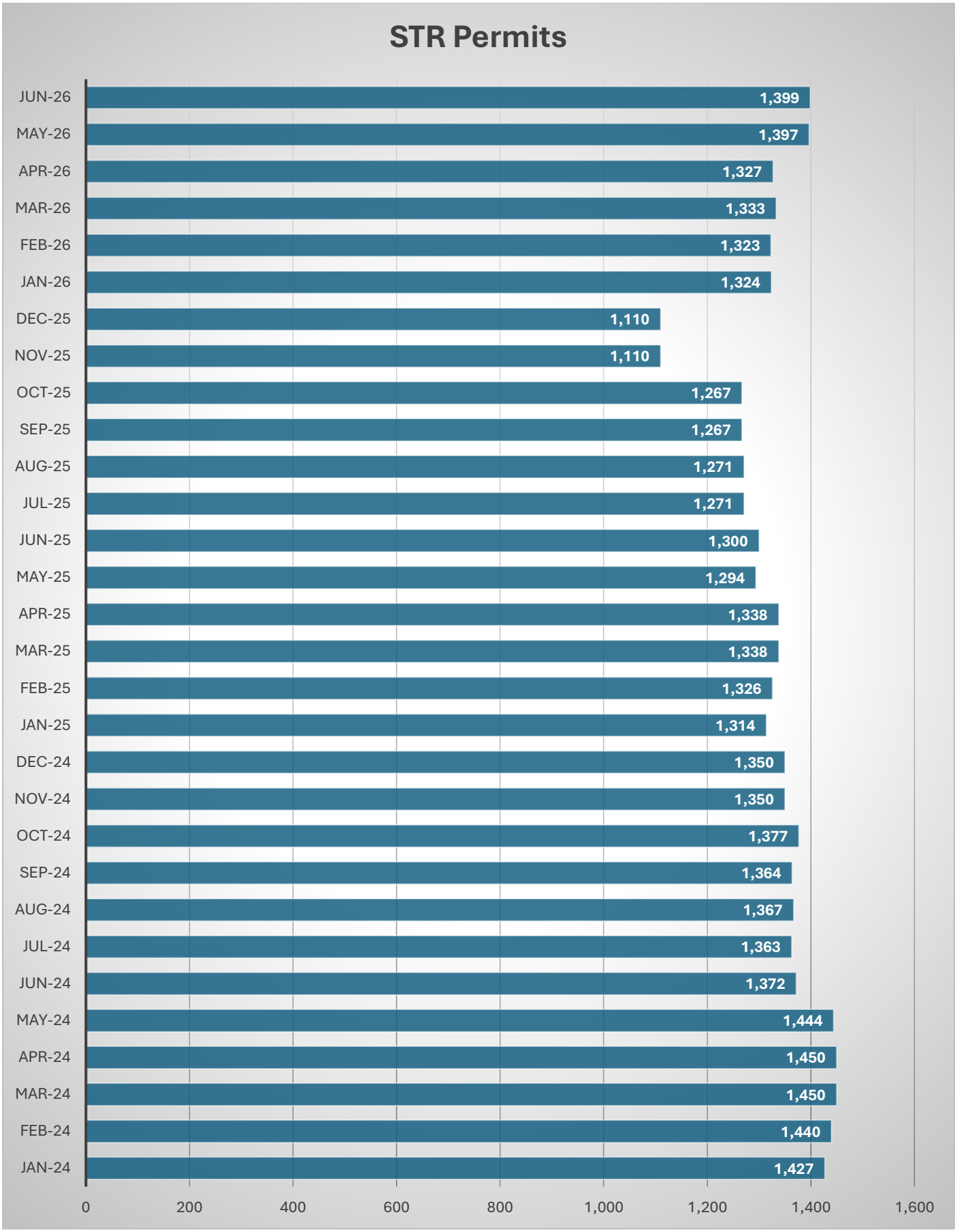
COMMUNITY DEVELOPMENT

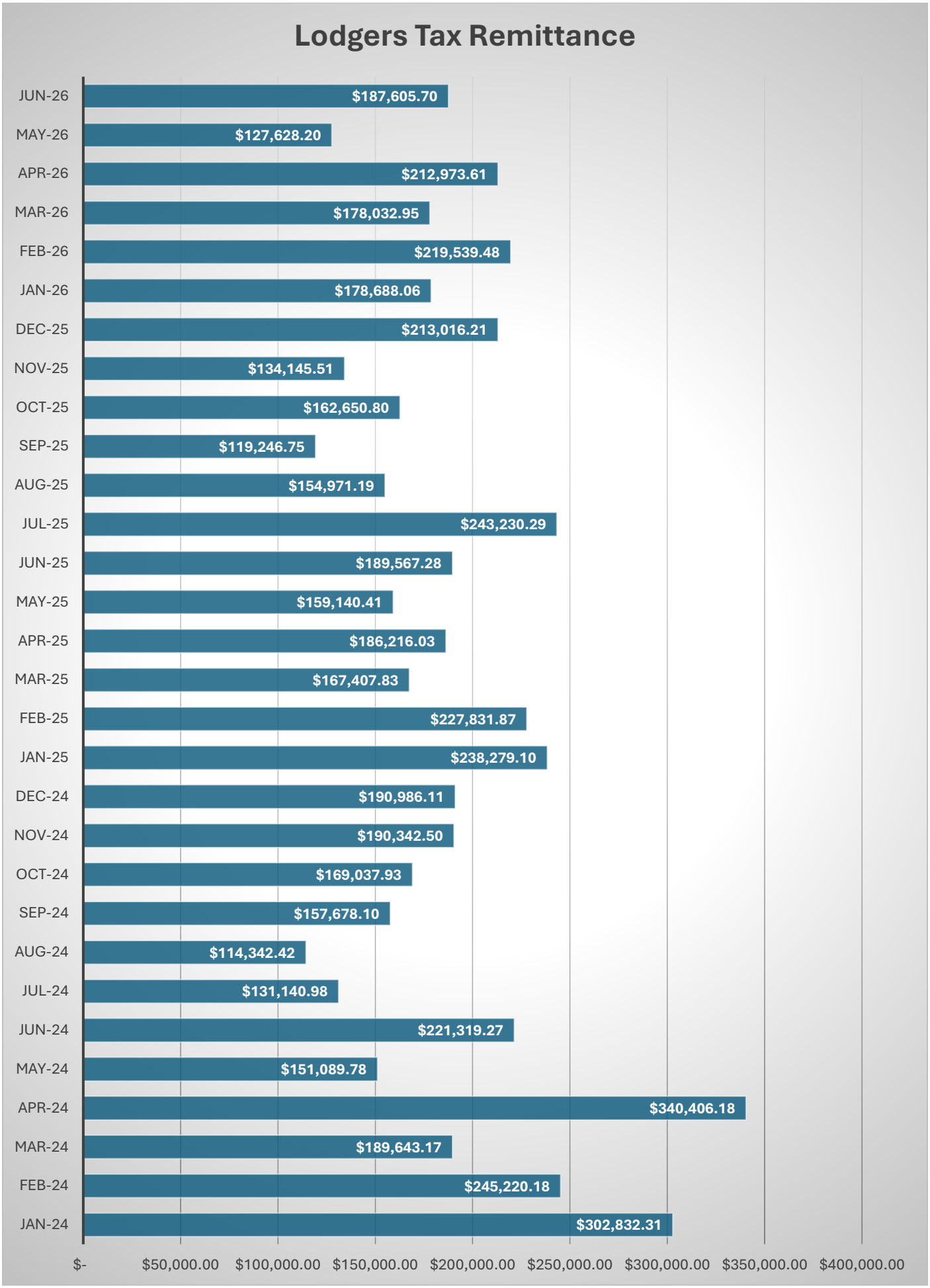
Planning Commission:
Planning Commission meeting canceled
Next Regular meeting scheduled for July 7th

Workforce Housing Advisory Board
The next Regular scheduled meeting is Thursday, July 23, 2026.

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. Chris Camacho 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
June 2026


STR Permits
JUN-26
MAY-26
APR-26
MAR-26
FEB-26
JAN-26
DEC-25
NOV-25
OCT-25
SEP-25
AUG-25
JUL-25
JUN-25
MAY-25
APR-25
MAR-25
FEB-25
JAN-25
DEC-24
NOV-24
OCT-24
SEP-24
AUG-24
JUL-24
JUN-24
MAY-24
APR-24
MAR-24
FEB-24
JAN-24
1,399
1,397
1,327
1,333
1,323
1,324
1,110
1,110
1,267
1,267
1,271
1,271
1,300
1,294
1,338
1,338
1,326
1,314
1,350
1,350
1,377
1,364
1,367
1,363
1,372
1,444
1,450
1,450
1,440
1,427
0
200
400
600
800
1,000
1,200
1,400
1,600


Lodgers Tax Remittance
JUN-26
$187,605.70
MAY-26
$127,628.20
APR-26
$212,973.61
MAR-26
$178,032.95
FEB-26
$219,539.48
JAN-26
$178,688.06
DEC-25
$213,016.21
NOV-25
$134,145.51
OCT-25
$162,650.80
SEP-25
$119,246.75
AUG-25
$154,971.19
JUL-25
$243,230.29
JUN-25
$189,567.28
MAY-25
$159,140.41
APR-25
$186,216.03
MAR-25
$167,407.83
FEB-25
$227,831.87
JAN-25
$238,279.10
DEC-24
$190,986.11
NOV-24
$190,342.50
OCT-24
$169,037.93
SEP-24
$157,678.10
AUG-24
$114,342.42
JUL-24
$131,140.98
JUN-24
$221,319.27
MAY-24
$151,089.78
APR-24
$340,406.18
MAR-24
$189,643.17
FEB-24
$245,220.18
JAN-24
$302,832.31
$-
$50,000.00
$100,000.00
$150,000.00
$200,000.00
$250,000.00
$300,000.00
$350,000.00
$400,000.00

NOAA RADIOS			
MONTH	2026	2027	2028
January	55		
February	400		
March	9		
April	108		
May	55		
June	29		
July			
August			
September			
October			
November			
December			
TOTAL	656		

INSPECTION TALLIES

Short-Term Rental Inspections

ADDRESS	DATE	INSPECTOR	PERMIT #	STR	PASS	FAIL
402 Otero Dr	6/1/2026	BP	208316	1	1	
220 Lookout Dr D-5	6/1/2026	BP	920498	1	1	
100 McBride Dr	6/1/2026	BP	919974	1	1	
220 Lookout Dr H-6	6/1/2026	BP	208187	1	1	
326 Paradise Canyon Road	6/1/2026	BP		1	1	
118 Evens Road	6/1/2026	BP	920420	1	1	
214 Rio Arriba Road	6/2/2026	BP	198060	1	1	
133 Porr Drive	6/3/2026	BP		1	1	
305 Main Road	6/3/2026	BP		1	1	
305 Otero Drive	6/3/2026	BP		1	1	
904 Carrizo Canyon Road #125	6/3/2026	BP		1	1	
91 W Texas Street	6/4/2026	BP	218152			1
154 N Oak Drive	6/4/2026	BP	920268	1	1	
135 Larch Drive	6/4/2026	BP	218121	1		1
210 College Drive	6/5/2026	BP		1	1	
127 Jynction Road	6/5/2026	BP	218072	1	1	
1040 Mechem #12	6/8/2026	BP	920244	1	1	
110 Jack Little Dr A12	6/8/2026	BP	920250	1	1	
108 Clover Dr	6/9/2026	BP	904250	1	1	
400 Sunny Slope	6/9/2026	BP	920396	1	1	

110 Sarah Lane	6/10/2026	BP	905424	1	1	
112 Granite 1C	6/10/2026	BP	218061	1	1	
105 Morgan	6/10/2026	BP	227901	1	1	
308 Brady	6/10/2026	BP	915966	1	1	
243 First St	6/10/2026	BP	914558	1	1	
227 Keyes	6/10/2026	BP	218062	1	1	
411 Carters Lane	6/10/2026	BP	917498	1	1	
289 Crown Drive	6/11/2026	BP	915142	1	1	
115 Juniper	6/11/2026	BP	907014	1	1	
246 Lookout	6/11/2026	BP	914610	1	1	
187 Brady Canyon (New STR)	6/11/2026	BP		1		
508 Snow Cap	6/15/2026	BP		1	1	
202 East View Drive	6/15/2026	BP	217714	1	1	
209 Marble	6/15/2026	BP	920298	1	1	
213 Cocomino Lane	6/15/2026	BP	920010	1	1	
219 Nogal Place	6/15/2026	BP	913800	1	1	
105 Kirkman	6/15/2026	BP	198268	1		1
221 High Loop	6/15/2026	BP	227907	1	1	
109 Metz Drive C	6/15/2026	BP	218047	1	1	
110 Bogie Lane 10	6/15/2026	BP	218064	1	1	
104 Porr Drive	6/15/2026	BP	198047	1	1	
155 Juniper	6/15/2026	BP	198032	1	1	
123 Westbury Drive	6/15/2026	BP	920326	1	1	
113 Blazers Mill Road	6/16/2026	BP	906324	1	1	
119 Singing Pines Road	6/16/2026	BP	907968	1	1	
111 Perk Canyon Drive	6/16/2026	BP	920552	1	1	
101 Yodel Lane	6/16/2026	BP	920032	1	1	
118 Apache Hills Drive	6/16/2026	BP	920412	1	1	
213 Wingfield St	6/18/2026	BP	913314	1	1	
110 Jack Little Dr A-11	6/18/2026	BP	198309	1	1	
401 Second St	6/18/2026	BP	917066	1	1	
101 Morningside Rd	6/18/2026	BP	198326	1		1
223 High Loop	6/19/2026	BP	218050	1	1	
356 Country Club Dr	6/19/2026	BP	916950	1	1	

604 White Mountain Dr #101	6/19/2026	BP	920508	1	1	
213 Jack Little Dr	6/19/2026	BP		1	1	
117 Juniper Rd	6/22/2026	BP	907480	1	1	
103 Cree Meadows Dr U0254	6/22/2026	BP	920528	1	1	
116 Cambridge Way	6/22/2026	BP	907202	1	1	
149 Coronado Dr	6/22/2026	BP	198195	1	1	
105 Coker Lane	6/22/2026	BP	902766	1	1	
135 N Willow	6/22/2026	BP	909866	1	1	
901 Main Rd	6/22/2026	BP	218026	1	1	
108 N Candlewood	6/23/2026	BP	904226	1	1	
609 Wingfield St #1	6/23/2026	BP	918862	1	1	
904 Carrizo Canyon Rd #214	6/23/2026	BP	920530	1		1
120 Lower Terrace Dr #4	6/23/2026	BP		1	1	
311 Otero	6/23/2026	BP	217301	1	1	
105 Dufo St	6/23/2026	BP	902802	1	1	
219 Rio St U-1	6/23/2026	BP		1	1	
219 Rio St U-2	6/23/2026	BP		1	1	
219 Rio St U-3	6/23/2026	BP	198382	1	1	
219 Rio St U-4	6/23/2026	BP		1	1	
204 Wingfield St	6/24/2026	BP		1	1	
249 Yellow Pine Rd	6/24/2026	BP	914646	1	1	
1001 Hull Rd	6/24/2026	BP	218046	1	1	
128 Mac St	6/24/2026	BP	909264	1	1	
204 Hemlock Circle	6/24/2026	BP		1	1	
117 Apache Hills Dr	6/24/2026	BP	907414	1	1	
135 Lower Terrace Dr	6/25/2026	BP	920560	1		1
221 Barcus Rd	6/25/2026	BP		1	1	
215 Timberline Dr	6/25/2026	BP	198209	1	1	
904 Carrizo Canyon Rd #238	6/25/2026	BP	920424	1	1	
105 GH Stoneman DR	6/26/2026	BP	208273	1	1	
211 White Mountain Meadows	6/29/2026	BP	913124	1	1	
142 N Eagle	6/29/2026	BP		1	1	
217 Brady Canyon Rd	6/30/2026	BP	913616	1	1	
219 Brady Canyon Rd	6/30/2026	BP	913762	1	1	

TOTAL	87	81	6

RESIDENTIAL

ADDRESS	DATE	INSPECTOR	PERMIT#	ELECTRIC	PASS	FAIL
108 Joe	6/5/2026	GDM	20250288	1	1	
180 Musketball	6/5/2026	GDM	20250408	1	1	
221 Hull	6/8/2026	GDM	20250687	1	1	
111 Cornudas	6/8/2026	GDM	20200117	1	1	
227 Lakeshore	6/8/2026	GDM	20250354	1	1	
1276 High Mesa	6/8/2026	GDM	20240769	1	1	
116 Ben Hogan	6/8/2026	GDM	20250714	1	1	
250 Pueblo	6/8/2026	GDM	20250257	1	1	
148 Pueblo	6/8/2026	GDM	20260339	1	1	
144 Winter Hawk	6/8/2026	GDM	20240867	1	1	
241 Lakeshore	6/9/2026	GDM	20240663	1	1	
170 Chance Loop	6/10/2026	GDM	20250716	1	1	
1395 High Mesa	6/10/2026	GDM	20250144	1	1	
106 Joe	6/11/2026	GDM	20250289	1	1	
204 Sundial	6/11/2026	GDM	20250265	1	1	
116 Aileen	6/11/2026	GDM	20250796	1	1	
208 Deer Park	6/11/2026	GDM	20250465	1	1	
109 Reservoir	6/12/2026	GDM	20260201	1	1	
103 Hobart	6/12/2026	GDM	20260252	1		1
105 Sam Sneed	6/12/2026	GDM	20250815	1	1	
102 Encanto	6/12/2026	GDM	2060138	1	1	
122 Ben Hogan	6/15/2026	GDM	20250462	1	1	
201 Sandia	6/16/2026	GDM	20250587	1	1	
122 Half Circle	6/16/2026	GDM	20250853	1	1	
144 Winter Hawk	6/16/2026	GDM	20240867	1	1	
214 Yellow Pine	6/17/2026	GDM	20260351	1	1	
134 Davis	6/17/2026	GDM	20260356	1	1	
207 Shady Lane	6/17/2026	GDM	20260330	1	1	
120 Torrey Pine	6/17/2026	GDM	20260265	1	1	
1299 Little Creek	6/17/2026	GDM	20260355	1	1	
371 Can Canyon	6/17/2026	GDM	20250360			

207 Shady Lane	6/19/2026	GDM	20250045	1	1	
113 Pat Thompson	6/19/2026	GDM	20230346	1	1	
77 Swallow	6/19/2026	GDM	20260342	1	1	
171 Deer Creek	6/19/2026	GDM	20250112	1	1	
106 Pinecone Lane	6/19/2026	GDM	20250666	1	1	
131 Pine Hill	6/19/2026	GDM	20260385	1	1	
125 Hawks Park	6/22/2026	GDM	20250721	1	1	
120 White Pine	6/24/2026	GDM	20250353	1	1	
125 Saddleback	6/24/2026	GDM	20250653	1		1
125 Saddleback	6/25/2026	GDM	20250653	1	1	
137 Apache Hills	6/25/2026	GDM	20260397	1	1	
313 Mustanger	6/29/2026	GDM	20260026	1	1	
371 Gavilan Canyon	6/29/2026	GDM	20250360	1	1	
146 Jarrett	6/30/2026	GDM	20260400	1	1	
132 Water Spirt	6/30/2026	GDM	20260027	1	1	
			TOTAL	45	43	2

ADDRESS	DATE	INSPECTOR	PERMIT#	BUILDING	PASS	FAIL
104 Riley Cove	6/1/2026	JK	20260311	1		1
215 Jack Little	6/1/2026	JK	20250552	1	1	
437 Paradise	6/1/2026	JK	20260293	1	1	
171 Deer Creek	6/1/2026	JK	20250663	1		1
103 Sparrow Hawk	6/1/2026	JK	20260062	1	1	
227 Lake Shore	6/1/2026	JK	20250354	1	1	
416 George P White	6/1/2026	GDM	20260322	1	1	
300 Pine Road	6/2/2026	JK	20260007	1	1	
215 Jack Little	6/2/2026	JK	20250552	1		1
107 John Christman	6/2/2026	JK	20260287	1	1	
119 Mont Blanc	6/2/2026	JK		1		1
165 Deer Park	6/2/2026	JK	20250751	1	1	
111 Cooper Court	6/2/2026	JK	20250237	1	1	
132 Water Spirit	6/3/2026	JK	20260027	1	1	
110 San Felipe	6/3/2026	JK	20240388	1	1	
108 Westbury	6/4/2026	JK	2030999	1		1

152 Broadmoor	6/4/2026	JK	20250870	1	1	
491 Ft Staton	6/4/2026	JK	20260133	1		1
250 Pueblo Loop	6/4/2026	JK	20250257	1		1
219 Hull	6/5/2026	JK	20250686	1	1	
SLAB	6/5/2026	JK	20260011	1		1
1238 High Mesa	6/5/2026	JK	20250655	1	1	
1240 High Mesa	6/5/2026	JK	20250656	1	1	
148 Flute Player	6/5/2026	JK	20260229	1		1
250 Pueblo Loop	6/5/2026	JK	20250257	1	1	
203 Buckner	6/5/2026	GDM	20260352	1	1	
184 Musketball	6/5/2026	GDM	20250170	1	1	
116 Ailleen	6/5/2026	GDM	20250796	1	1	
614 Excalibur	6/8/2026	JK	20220669	1	1	
106 N Mountain View	6/8/2026	JK	20260290	1	1	
105 Modoc	6/8/2026	JK	20260346	1	1	
104 St Andrews	6/8/2026	JK	20240674	1		1
148 Flute Player	6/8/2026	JK	20260229	1	1	
101 Ben Hogan	6/8/2026	GDM	20250045	1	1	
101 Ben Hogan (alarm)	6/8/2026	GDM	20250045	1	1	
252 Pubelo	6/8/2026	GDM	20250258	1	1	
100 Vella Madonna	6/9/2026	JK	20250852	1		1
118 Porr	6/9/2026	JK	20260157	1	1	
149 Juniper	6/9/2026	GDM		1		1
77 Swallow	6/9/2026	GDM	20260342	1	1	
17 Grenoble	6/10/2026	JK	20260363	1	1	
219 Rio	6/10/2026	JK	20260345	1	1	
106 Palo Alto	6/10/2026	JK	20260368	1	1	
310 Main	6/10/2026	JK	20260336	1	1	
107 E Riverside	6/10/2026	JK	20260204	1	1	
1376 High Mesa	6/10/2026	JK	20250669	1	1	
105 Sam Snead	6/10/2026	JK	20250815	1		1
170 Paso Monte	6/10/2026	JK	20260124	1	1	
201 Hansen	6/10/2026	GDM	20250859	1	1	
221 Hull	6/11/2026	JK	20250687	1	1	

141 Fern Trail	6/11/2026	JK	20260144	1		1
171 Antler	6/11/2026	JK	20260244	1	1	
208 Deer Park	6/11/2026	GDM	20250465	1	1	
481 Paradise	6/12/2026	JK	20260266	1	1	
170 Chance Loop	6/12/2026	JK	20250716	1		1
309 Main	6/12/2026	JK	20250644	1	1	
120 Linda Vista	6/12/2026	JK	20260248	1	1	
141 Fern Trail	6/12/2026	JK	20260144	1		1
291 Sandesta	6/12/2026	JK	20240423	1	1	
102 South Street	6/15/2026	JK	20260365	1	1	
118 Course View	6/15/2026	JK	20260317	1	1	
118 Course View	6/15/2026	JK	20260317	1	1	
105 Modoc	6/15/2026	JK	20260346	1	1	
1238 High Mesa	6/15/2026	JK	20250655	1	1	
1240 High Mesa	6/15/2026	JK	20250656	1	1	
116 Ben Hogan	6/15/2026	JK	20250714	1	1	
105 Sam Snead	6/15/2026	JK	20250815	1	1	
110 Valley Court	6/15/2026	JK	20260294	1	1	
102 Encanto	6/16/2026	JK	20260138	1	1	
104 Riley Cove	6/16/2026	JK	20260311	1	1	
170 Chance Loop	6/16/2026	JK	20250716	1		1
147 Deer Creek	6/16/2026	JK	20260215	1	1	
147 Deer Creek	6/16/2026	JK	20260215	1	1	
1238 High Mesa	6/16/2026	JK	20250655	1		1
1240 High Mesa	6/16/2026	JK	20250656	1		1
1376 High Mesa	6/16/2026	JK	20250669	1	1	
121 Antler	6/16/2026	JK	20250557	1	1	
111 Copper Court	6/16/2026	JK	20250237	1	1	
201 Sandia	6/16/2026	GDM	20250587	1	1	
137 Crown Ridge	6/16/2026	GDM	20250145	1		1
117 Reindeer	6/16/2026	GDM	20260343	1	1	
107 Sam Snead	6/16/2026	GDM	20250814	1	1	
144 Winter Hawk	6/16/2026	GDM	20240867	1		1
209 Swallow	6/17/2026	JK	20260301	1	1	

186 Telluride	6/17/2026	JK	20250481	1	1	
110 Fire Road	6/17/2026	JK	20250256	1	1	
137 Crown Ridge	6/17/2026	JK	20250145	1	1	
125 Larkspur	6/17/2026	JK	20250721	1	1	
166 San Mateo	6/17/2026	JK	20260319	1	1	
301 Sunny Slope	6/19/2026	JK	20250855	1	1	
491 Ft Stanton	6/19/2026	JK	20260133	1	1	
241 Lakeshore	6/19/2026	JK	20240663	1	1	
120 Linna Vista	6/19/2026	JK	20260248	1	1	
202 Buckner	6/22/2026	JK	20250824	1	1	
236 Excalibur	6/22/2026	JK	20250647	1	1	
158 N Oak	6/22/2026	JK	20260277	1		1
171 Deer Creek	6/22/2026	JK	20250663	1		1
1240 High Mesa	6/22/2026	JK	20250656	1	1	
1238 High Mesa	6/22/2026	JK	2025655	1	1	
125 Larkspur	6/22/2026	JK	20250721	1		1
101 A Duffer	6/23/2026	JK	20260258	1	1	
1214 Mechem	6/23/2026	JK	20260318	1	1	
1276 High Mesa	6/23/2026	JK	202450769	1	1	
202 Buckner	6/24/2026	JK	20250824	1	1	
117 Wilson	6/24/2026	JK	20230183	1	1	
106 Pine Cone	6/24/2026	JK	20250666	1	1	
106 Pine Cone	6/24/2026	JK	20250666	1		1
125 Saddleback	6/24/2026	JK	20250653	1		1
122 Half Circle	6/25/2026	JK	20250478	1	1	
170 Chance Loop	6/25/2026	GDM	20250716	1	1	
125 Saddleback	6/25/2026	GDM	20250653	1	1	
115 Diamond	6/25/2026	GDM	20250698	1	1	
1376 High Mesa	6/25/2026	GDM	20260393	1	1	
1104 Main	6/26/2026	JK	20250238	1	1	
130 Musketball	6/26/2026	JK	20250866	1		1
104 Berry	6/26/2026	JK	20250592	1	1	
125 Larks Pur	6/26/2026	JK	20250721	1	1	
221 Hull	6/29/2026	JK	20250687	1	1	

219 Hull	6/29/2026	JK	20250687	1	1	
105 Sam Snead	6/29/2026	JK	20250815	1	1	
123 Pojoaque	6/29/2026	JK	20250841	1	1	
54 Grenoble	6/29/2026	JK	20260380	1	1	
371 Cavilan Canyon	6/29/2026	GDM	20250360	1	1	
132 Water Spirit	6/30/2026	GDM	20260027	1		1
			TOTAL	124	96	28

ADDRESS	DATE	INSPECTOR	PERMIT#	PLUMB	PASS	FAIL
171 Antler	6/1/2026	GDM	2026244	1	1	
137 Crown Ridge	6/5/2026	GDM	20250145	1	1	
125 Larkspur Loop	6/5/2026	GDM	20250721	1	1	
314 Crown Drive	6/5/2026	GDM	20260089	1	1	
241 Lincoln	6/5/2026	GDM	20240228	1	1	
1276 High Mesa	6/8/2026	GDM	20240769	1	1	
124 Santuary	6/8/2026	GDM	20260241	1	1	
223 Coconino	6/9/2026	GDM	20260358	1	1	
223 Coconino	6/10/2026	GDM	20260358	1	1	
208 Deer Park	6/11/2026	GDM	20250465	1	1	
208 Deer Park	6/11/2026	GDM	20250465	1	1	
117 Reindeer	6/11/2026	GDM	20260343	1	1	
105 Sam Snead	6/11/2026	GDM	20250815	1	1	
197 Deer Creek	6/15/2026	GDM	20260366	1	1	
252 Pubelo Loop	6/15/2026	GDM	20250258	1	1	
252 Pueblo Loop	6/15/2026	GDM	20250258	1		1
115 Willie Horton	6/19/2026	GDM	20240364	1	1	
117 Crown Ridge	6/19/2026	GDM	20250380	1	1	
117 Crown Ridge	6/19/2026	GDM	20250380	1	1	
1135 Main	6/22/2026	GDM	20250413	1	1	
1135 Main	6/22/2026	GDM	20250413	1	1	
122 Half Circle	6/22/2026	GDM	20250478	1	1	
122 Half Circle	6/22/2026	GDM	20250478	1	1	
147 Deer Creek	6/22/2026	GDM	20260215	1	1	
123 Pojoaque	6/22/2026	GDM	20250841	1	1	

219 Hull	6/23/2026	GDM	20250686	1	1	
219 Hull	6/23/2026	GDM	20250686	1	1	
132 Water Spirt	6/24/2026	GDM	20260027	1	1	
132 Water Spirt	6/24/2026	GDM	20260027	1	1	
125 Saddle Back	6/24/2026	GDM	20250653	1	1	
371 Gavilan Canyon	6/29/2026	GDM	20250360	1	1	
605 Excalibur	6/30/2026	JK	20260383	1		1
116 Glade	6/30/2026	JK	20250776	1		1
325 4th	6/30/2026	JK	20260406	1	1	
162 Roswell	6/30/2026	JK	20260408	1	1	
106 Pine Cone	6/30/2026	JK	20250666	1		1
170 Paso Monte	6/30/2026	JK	20260124	1	1	
126 Alto Pines Trail	6/30/2026	JK	20250694	1	1	
			TOTAL	38	34	4

ADDRESS	DATE	INSPECTOR	PERMIT#	MECH	PASS	FAIL
137 Crown Ridge	6/5/2026	GDM	20250145	1	1	
314 Crown Drive	6/5/2026	GDM	20260089	1	1	
208 Deer Park	6/11/2026	GDM	20250465	1	1	
170 Chance Loop	6/15/2026	GDM	20250716	1	1	
252 Pueblo Loop	6/15/2026	GDM	20250258	1		1
170 Chance Loop	6/15/2026	GDM		1	1	
140 Water Spirit	6/17/2026	GDM	20250472	1	1	
115 Willie Horton	6/19/2026	GDM	20240364	1	1	
125 Lake Spur	6/19/2026	GDM	20250721	1	1	
1135 Main	6/22/2026	GDM	20250413	1	1	
122 Half Circle	6/22/2026	GDM	20250478	1	1	
315 Sandesta	6/22/2026	GDM	20250580	1	1	
219 Hull	6/23/2026	GDM	20250686	1	1	
125 Saddleback	6/24/2026	GDM	20250653	1	1	
132 Water Spirt	6/25/2026	GDM	20260027	1	1	
371 Gavilan Canyon	6/29/2026	GDM	20250360	1		1
126 Alto Pine Tree	6/29/2026	GDM	20250694	1	1	
			TOTAL	17	15	2

COMMERCIAL
INSPECTIONS

ADDRESS	DATE	INSPECTOR	PERMIT#	ELECTRIC	PASS	FAIL
810 Hwy 48	6/8/2026	GDM	20260270	1	1	
712 Mechem	6/24/2026	GDM	20260334	1	1	
			TOTAL	2	2	0

ADDRESS	DATE	INSPECTOR	PERMIT#	BLDG	PASS	FAIL
219 Rio	6/8/2026	JK	20260345	1	1	
626 Sudderth	6/11/2026	JK	20250760	1	1	
1214 Mechem	6/12/2026	JK	20260318	1		1
1034 Mechem	6/18/2026	JK	20260372	1	1	
1034 Mechem	6/18/2026	JK	20260372	1	1	
219 Rio	6/19/2026	JK	20260345	1	1	
219 Rio	6/19/2026	JK	20260345	1	1	
			TOTAL	7	6	1

ADDRESS	DATE	INSPECTOR	PERMIT#	PLUMB	PASS	FAIL
371 Cavilan Canyon	6/30/2026	GDM	20250360	1	1	
			TOTAL	1	1	0

ADDRESS	DATE	INSPECTOR	PERMIT#	MECH	PASS	FAIL
			TOTAL	0	0	0

ADDRESS	DATE	INSPECTOR	PERMIT #	BUSINESS	PASS	FAIL
200 Sudderth	6/1/2026	BP		1	1	
26122 Hwy 70	6/1/2026	BP		1	1	
524 Sudderth	6/18/2026	BP		1	1	
2810 Sudderth	6/24/2026	BP		1	1	
100 Vision Dr	6/22/2026	BP		1	1	
			TOTAL	5	5	0

Valuations and Fees

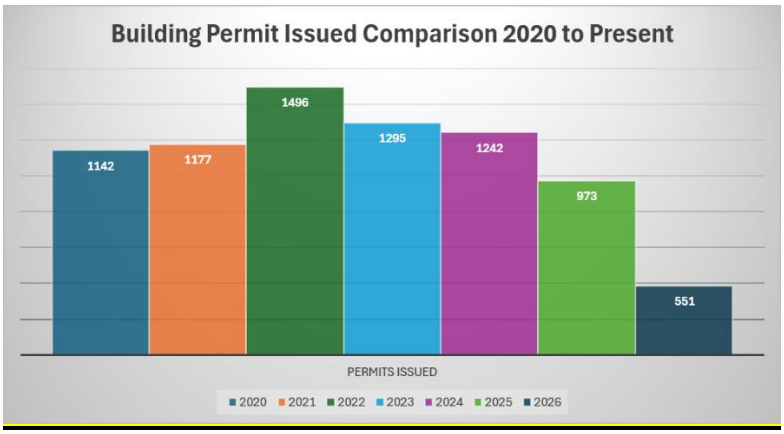
VILLAGE OF RUIDOSO BUILDING PERMITS COMPARATIVE 2025 & 2026

MONTH	VOR FEES 2025	VOR FEES 2026	COUNTY FEES 2025	COUNTY FEES 2026	TOTAL FEES 2025	TOTAL FEES 2026	TOTAL VAULATION 2025	TOTALVALUATIONS 2026
January	$7,491.69	$9,629.12	$25,077.30	$2,163.40	$32,568.99	$11,792.52	$2,760,406.92	$1,653,134.12
February	$9,371.54	$19,689.85	$13,458.90	$8,947.85	$22,830.44	$28,637.70	$2,061,923.19	$2,189,941.70
March	$8,453.56	$12,553.46	$28,827.13	$11,460.69	$37,280.69	$24,014.15	$3,638,577.61	$1,297,791.27
April	$20,865.44	$12,676.66	$27,193.12	$19,515.08	$48,058.56	$32,191.75	$6,067,235.97	$2,286,977.57
May	$17,887.34	$16,961.63	$26,710.60	$16,784.05	$44,597.94	$33,745.68	$5,317,743.76	$3,243,281.10
June	$10,685.41	$9,105.50	$15,755.67	$27,479.18	$34,031.14	$36,584.68	$3,802,157.58	$3,907,534.52
July	$20,011.38		$31,280.72		$41,966.17		$4,087,100.55	
August	$5,168.56		$16,511.31		$26,137.72		$3,147,677.95	
September	$20,011.38		$38,982.30		$58,993.68		$6,944,432.63	
October	$5,168.56		$19,630.53		$24,799.09		$1,455,908.60	
November	$12,421.28		$6,899.14		$19,320.42		$1,710,004.60	
December	$11,785.16		$18,183.95		$29,969.11		$5,467,000.45	
TOTALS	$149,321.30	$80,616.22	$268,510.67	$86,350.25	$420,553.95	$166,966.48	$46,460,169.81	$14,578,660.28

NUMBER OF PERMITS ISSUED 2024 vs 2025 vs 2026

MONTH	2024	2025	2026
January	80	89	78
February	112	74	92
March	98	116	98
April	109	113	119
May	100	124	85
June	76	110	79
July	117	117	
August	93	75	
September	183	99	
October	103	35	
November	99	53	
December	72	67	
TOTALS	1242	1072	551

YEAR	Permits Issued
Year	Permits Issued
2020	1142
2021	1177
2022	1496
2023	1295
2024	1242
2025	1072
2026	551



BUSINESS REGISTRATIONS ISSUED

	NEW BUISNESS REGISTRATION JUNE 2026				
DATE	**BUISNESS #**	**NAME**	**LOCATION**	**BUISNESS TYPE**	**ISSUED**
6/1/2026	**26-00121**	Allen Tree LLc	200 Sudderth Drive Unit A	Cannabis Retail	6/3/2026
6/5/2026	**26-000169**	Hobo Hubb LLC	2515 Sudderth Drive Suite A1	Gift Shop	
6/5/2026	**26-000170**	Hunny Hive LLC	2515 Sudderth Drive Suite A8	gift store	
6/9/2026	**26-000183**	Molinas	Out of Town	House Cleaning	6/9/2026
6/9/2026	**26-00186**	Interior Climate Solutions LLC	Out of Town	Commerical HVAC-R	
6/11/2026	**26-000200**	Brown Electric Services	Out of Town	Electrical	
6/11/2026	**26-000203**	ElectriCity LLc	Out of Town	General Contractor	6/9/2026
6/11/2026	**26-000210**	Knot the Peacock Landscaping	Out of Town	landscaping	
6/15/2026	**26-000217**	The Pine Haus	524 Sudderth Dr	Antiques & Collectibles	6/19/2026
6/15/2026	**26-00226**	Sausage King	2415 Sudderth	Food	6/17/2026
6/17/2026	**26-000252**	Heidi Brielle Art	Out of Town	Art	6/30/2026
6/19/2026	**26-00265**	Netsync Network Solutions	Out of Town	IT Technology	
6/22/2026	**26-000270**	Conrad & Son LLC	Out of Town	Contractors	
6/22/2026	**26-000271**	Shade Studio LLC	Out of Town	Custom window Treatments	
6/23/2026	**26-000272**	Horizon 8 Construction LLC	Out of Town	Construction	6/29/2026
6/26/2026	**26-000296**	Legacy Mechamnical LLC	Out of Town	HVAC/Refridgeration	6/26/2026
6/26/2026	**26-000300**	Five O Electric LLc	Out of Town	Electrical Contractor	
6/28/2026	**26-000308**	Tree-Mendous Thinning	Home Occupancy	Tree Triminning	6/29/2026
6/29/2026	**26-000309**	Ma-Ho-Hi	2319 Sudderth	Coffee/Pastry Shop	

CODE ENFORCEMENT

CRIMINAL FILINGS	CODE EN ID #	LOCATION	PROPERTY OWNER	VIOLATION	INTIAL NOTICE	FAILURE TO RESPOND/CORRECTIVE ACTION	UPDATED DATES	PROGRESS	NOTES/UPDATES
	CE2026-001	100 Nogal	Hodges, William	No Permits/Man made trash.	Certified letter sent out 02/05/2026	Please see Updates	Certified letter returned to sender on 03/18/2026	Yes	Permits acquired on 02/19/2026. Will continue to follow up for progress.
Stand By	CE2026-002	154 Spruce	Estrada, Marc	Building/Demolition	2/9/2026	Waiting on confirmation.	5/7/2026: Pending update.	Pending	Pending information.
Stand By	CE2026-003	205/209 Spring	Ross, Austin	Building/Demolition	2/9/2026	Waiting on confirmation.	5/7/2026: Pending update.	Pending	Pending information.
Stand By	CE2026-004	301 Country Club	Loeonard, Glenda	Debris/Construction	2/18/2026	Failure to Respond after 30 Days will result in Criminal Filings.	4/21/2026	Yes	6/5/2026: Case being dismissed.
	CE2026-005	101 Rooney		Debris	46065	Nothing Follows.	N/A	Completed	Friendly notification for Owner.
Stand By	CE2026-006	116 Leon Farrar	Blackmon, John	Man made trash, debris, etc.	2/18/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/29/2026	Pending	5/29/2026: Spoke with Mr. Blackmon, given three months to show progress.
Complete	CE2026-007	116 Nogal	Mrs. Porch	Vacant Building Permit	2/5/2026	Failure to Respond after 30 Days will result in Criminal Filings.	4/21/2026	Yes	Acquired Permit.
Stand By	CE2026-008	330 Fourth	Lucero-Aguirre, Jesus	Building Unsecure/Open Wall	2/27/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/19/2026	Pending	Having case Dismissed, spoke with Owner, providing 3 months to demo/construction.
Complete	CE2026-009	111 E. Santa Rosa Dr.	Foote, Beverly	Man made Trash	46084	Failure to Respond after 30 Days will result in Criminal Filings.	46092	Yes	Made contact.
Stand By	CE2026-010	318 Fifth	Bowers, John & Diane	Large Pile of Dirt and man made trash.	2/18/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/21/2026	Pending	Spoke with Owner, providing three months to show inprovement and/or completion.
X	CE2026-011	106 Torreon Loop	Hickman, Don	Accessory Structure/Carport	3/30/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/1/2026	No	6/10/2026: Going to Trial, Mr. Hickman has shown hostilities and agression towards Code Enforcement Officer and Judge Potter and his Staff.
X	CE2026-012	114 Meander	Abraham, Jeanette	Tree debris, man made trash, etc.	3/30/2026	Criminal Filings.	5/7/2026	Yes	5/12/2026: Processing with Municipal Court, no longer in my Jurisdiction.
Stand By	CE2026-013	103 Robin Rd	DBGJR, LLC	Junk car/man made trash	4/6/2026	On Clean & Lien Spreadsheet. Standing by.	Pending	Pending	On Clean & Lien Spreadsheet. Standing by.
Stand By	CE2026-014	103 Robin Rd	DBGJR, LLC	Man made trash, tall grass/weeds, etc.	4/6/2026	On Clean & Lien Spreadsheet. Standing by.	Pending	Pending	On Clean & Lien Spreadsheet. Standing by.
Complete	CE2026-015	110 Meander Dr	Harrell, Jo H.	Tree debris, unsafe tree house, etc.	4/6/2026	Please see Updates.	4/21/2026	Completed	Completed on 5/5/2026
Stand By	CE2026-016	106 College Dr	Full Circle Ent., Inc.	Man made trash, building debris left over from	4/7/2026	Failure to contact Code Enforcement will result in possible Clean & Lien.	5/29/2026	Pending	5/29/2026: Spoke with Tim, given three months, in process for permits to start work.
Complete	CE2026-017	209 University Dr	Carrillo, Eddie	Man made trash, debris, etc.	4/7/2026	Owner received letter on 4/15/2026.	4/15/2026	Completed	5/11/2026: Completed.
Complete	CE2026-018	115 Hansen Dr	Molina, Raul Pineda & Sotelo, Iren	No permit for driveway.	4/13/2026	Failure to Respond after 30 Days will result in Criminal Filings.	4/21/2026	Completed	Claims to have Permit, contacting Street Dept. for follow up.
5/7/2026	CE2026-019	218 Sundance Dr	Schertz, Morris	Building structure and debris.	4/13/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/7/2026	Contacted	6/15/2026: Following up today.
Canceled	CDEF2026-007	176 Brady Canyon Dr.		N/A	4/6/2026	Please Disregard.	N/A	N/A	Wrong address for Complaint. Correct address is under CE2026-023.
Complete	CDEF-082-2025	227 Sunny Slope Dr	Lomax, Valerie	Property Nuisances	4/1/2026	Please see Updates.	5/11/2026	Completed	Property cleaned. Case Dismissed with Court.
5/14/2026	CE2026-020	529 2nd St	Thomas, Melody	Property Nuisances	4/17/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/14/2026	No	5/14/2026: Owner called in, providing grace period to clean property. 6/15/2026: No Progress, proceeding to Criminal Filings.
	CE2026-021	101 Juniper Rd	Nevarez, Abigail	Property Nuisances	4/17/2026	Failure to Respond after 30 Days will result in Criminal Filings.	5/17/2026	No	Standing By.
Complete	CE2026-022	115 Palo Alto Dr	Villalba, Mauro & Sandra	Grading & Drainage Permits	4/24/2026	Please see Updates.	TBD	Yes	Owner has Permits. No further action will be taken.
5/7/2026	CE2026-023	107 Ponderosa Dr	Harper, Rhonda	ome/Structure, Order to Remov	4/30/2026	ontacted. See updates. Check back with Owner 60 Days	5/7/2026	Pending	2/2026: have made no recent contact with Mrs. Harper, have not returned my calls, proceeding with Clean & Lie
	CE2026-024	947 Main Rd	Pope, Carol Denise	ome/Structure, Order to Remov	5/26/2026	ure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	Standing By.
	CE2026-025	217 Mockingbird Ln	Marshall, Paul	Tree/debris removal	5/26/2026	lure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	6/8/2026: Spoke with Mr. Marshall, giving him 6 weeks from today to clean property.
	CE2026-026	208 Yellow Pine	Tilden, Carol & Rundel	Property Nuisances	5/27/2026	n 15 business days after today's date: 5/27/2026 to resp	6/17/2026	Pending	6/2/2026: Contacted, explained what needs to be done. Follow up in ten days.
	CE2026-027	109 Bonanza Dr	Hernandez, Francisco	of disrepair or becoming dilapi	6/2/2026	ure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	Standing By.
	CE2026-028	02 George McCarty D	Espino, Lisa	Property Nuisances	6/15/2026	ure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	Standing By.
	CE2026-029	222 Hide Away Ln	eman, Alisha H. Snell	Property Nuisances	6/18/2026	ure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	Standing By.
	CE2026-030	218 Hide Away Ln	Tellez, Ernesto	Property Nuisances	6/18/2026	ure to Respond after 30 Days will result in Criminal Filin	TBD	Pending	Standing By.

CONVENTION CENTER

EVENTS

DATE	EVENT	APPROX. # ATTENDEES
June 1-2, 2026	Primary Election	865
June 5-6, 2026	NM/El Paso Al-Anon	100
June 7-9, 2026	NM Cattle Growers	325
June 11-13, 2026	Fraternal Order of Police	100
June 15-17, 2026	NM Higher Education	35
June 15-17, 2026	Legislative Finance Committee	50
June 15, 2026	VOR & DHESM Town Hall Meeting	45
June 16-17, 2026	Bohannan Huston Bridge Meeting	45
June 18-22, 2026	Ruidoso Tattoo Expo	3200
June 26-28, 2026	Ruidoso Evening Lions Gun Show	875
June 29-July 1, 2026	NM Municipal Court Clerks	75
June 29-July 1, 2026	NM City Management Assn.	40

UPCOMING

1. Fellowship of Christian Athletes July 7-10
2. Calvary Chapel New Harvest July 15-18
3. Ruidoso Art Festival July 22-27
4. Region 9 All District July 29-30

EVENTS & STRATEGIC PARTNERESHIPS

1. Produced the inaugural flight event from Ruidoso to Denver with Contour Airlines.
2. Setup collaboration meetings with Flavia Light Chief Tourism Officer for Visit Denver and Laura Jackson Vice President of Denver International Airport.
3. Working on IRONMAN and XTERRA events.
4. Working on upcoming Kevin Hart production and Film Festival

FINANCE

Finance Department:

- Council monthly reports for June (Period 12 FY 2026) will be available by mid-July.

  May 2026 Benchmarks:
  GRT Revenue up 13.14% from PY ($2,475,465 increase).
  Gasoline Tax Revenue is down 5.87% from PY ($1,629,393 decrease)
  Lodgers' Tax Revenue up 13.13% from PY ($229,588 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). There are no updates since the previous month's report.
- The Village has reconciled the state and federal portions of expenditures associated with PWs associated with the bridges and is awaiting reimbursement of expenditures incurred through 12/31/24 and equal $2,049,199.54.
- FY 2026 Q4 budget reconciliation is in progress. Year-end cash balances and budget adjustments will be presented to the Internal Finance Committee on July 24, 2026, and to Council on July 28, 2026.
- Outstanding legislative appropriations and grants:
  Recreation (23-H3061) $105,233.97
  Affordable Housing (25-J2491) $4,587,735.27
  Veteran's Conference Center (24-I2993) $445,500.00
  Watershed Thinning (24-I2997) $391,063.66
  Flood Damaged Roads, Bridges, Infrastructure (A23H2521) $379,743.45
  Lift Station Infrastructure (24-I2489-3) $2,026,099.00
  Sewer Line at Racetrack (24-I2489-2) $535,809.52
  Emergency McDaniel Bridge (25-J2490-2) $25,900.27
  Emergency RWWTP (25-J2490-1) $174,860.12
  Emergency Upper Canyon (25-J2490-3) $932,000.00
  Thinning (25-J3023) $750,000.00
  Surrender Box (22-G2444-17) $10,000.00
- Waiting for reimbursement for the following:
  Recreation (23-H3061): $34,133.15

Utility Billing

- Utility Billing continues to audit accounts for high balances, credits and service charges.
- Lien letters have been sent for 3 Cycles, and the 4th will go out in the next week.
- Department Statistics:
  July 2026
  Lien Letters Sent Out: 0
  Lien Request Sent to Village Clerk: 0
  Payment Arrangements Process: 12
  Leaks: 27
  Work Orders: 364
  Shut-Offs: 52

Capital Projects

Projects in Construction

Project	Contractor	Substantial – Final Completion
RWWTP Solar Panels	Holt Renewables	ABB Controls Install in Progress
603 Mechem Housing	Home Spot	Curbs in Progress
Fire Station 4 Remodel	Wison Construction	Remodel in Progress

Porr/Brady Low Water Crossing	Rymarc	Concrete in progress
Fire Station 1 Bay Enclosure	Wilson Construction	Door Framing in Progress

Project Progress Highlight: Porr/Brady Low Water Crossing

Procurement Activities:

Purchase Order Summary Report

May: 327 Count	May Value: $10,358,656.91
FY26 Issued YTD: 3467 Count	Total Value: $47,360,814.10

RFP #2026-008P Debris Monitoring
Advertisements for RFP #2026-008P starts May 14, 2026. Proposals are to be submitted on June 4, 2026. Award and contract will be on the Special Council Agenda on June 25, 2026.

RFP #2026-009P Debris Removal
Advertisements for RFP #2026-009P starts May 21, 2026. Proposals are to be submitted on June 11, 2026. Award and contract will be on Special Council Agenda on June 25, 2026.

RFP #2026-0010P Professional Engineering Services at SBRA
Advertisements for RFP #2026-010P starts May 14, 2026. Proposals are to be submitted on May 26, 2026. Award and contract will be issued on June 9, 2026.

RFP #2026-011P Property Management Services
Advertisement for RFP #2026-011P starts June 11,2026. Proposals are to be submitted on June 26, 2026. Award and contract will be issued on July 14, 2026

RFP #2026-012P On Call Utility Repair
Advertisement for RFP #2026-012P starts May 28, 2026. Proposals are to be submitted on June 12, 2026. Award and contract will be issued on June 25, 2026.

RFP #2026-013P On Call Roadway and Drainage Repair
Advertisement for RFP #2026-013P June 4, 2026. Proposals are to be submitted on June 18, 2026. Award and contract will be issued on June 19, 2026.

FIRE

We've Remained in Level II Fire Restrictions

Ruidoso Fire Department is always monitoring the Energy Release Components and looking at the trends. Ruidoso area is 75.

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 149 calls ran from May 1, 2026 – May 31, 2026. This includes fire and medical calls. This 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.
- June 1st Economic development meeting / WUI Project meeting / Intern Orientation.
- June 2nd Cascade system air quality testing / Council workshop / Weather coordination call.
- June 3rd EMR Airport meeting / Fire Marshal Interview / ENMU Kids College / Weather Coordination call.
- June 4th Fire extinguisher training SBRA / Personnel Meeting
- June 5th Weather Coordination Call / Ironman Planning Meeting / Meet with Inspectors.
- June 8th Meet and Greet finance director Michelle Gomez / Mark 43 meeting
- June 9th Iron man meeting Command and General Staff / Meeting with the State Fire Marshals Office regarding funding of Administration building / Council Meeting
- June 10th State Fire Marshal meeting with Ron and Mayor / Medical Standby for Smoky Bear Hotshots Pack Test. / Safety Meeting with Jimmy Glascock.
- June 11th Interview with Idaho University Student Travis regarding rebuilding after fires and floods / Capital projects meeting / Directors meeting.
- June 12th Parks and Recreation Summer Camp Fire station 1.
- June 16th Iron man meeting Command and General Staff.
- June 17th Diesel delivery to top off Generator at station 1 / Consolidated Dispatch Meeting/ Administration Meeting
- June 18th Mark 43 follow up meeting
- June 19th Ruidoso Tattoo Expo / Parks and Recreation Summer Camp Station 1 Visit.
- June 20th Ruidoso Tattoo Expo / Brewdoso Wingfield Park.
- June 21st Ruidoso Tattoo Expo.
- June 22nd Iron man Safety Meeting and Contingency Plan meeting / Fire Pit Permit meeting with Short Term Rental Department.
- June 23rd Ironman Ruidoso Command and General Staff Meeting.
- June 24th Special Council Meeting Present Ladder Truck and New Pumper to Council / Class about managing Toxic Employees / Ironman meeting.
- June 25th Capital Projects meeting.
- June 26th E-63 getting new tires mounted / EOC procurement meeting in council chambers.
- June 27th HAMM radio field day
- June 28th HAMM radio field day
- June 29th Start day of new Fire Marshal Brian Partido.
- June 30th Ironman Command and General Staff Meeting / Lincoln CWPP meeting #2 EOC.

FORESTRY

Name: Forestry	Fiscal year	This Period
Forestry Current Activities Report	25/26	6/1 to 6-30-2026
Item:		
Hazard Tree Removal:		
private property	366	48
village property	327	6
Public Service Visits, Insects/Disease/Misc	112	10
Permits issued for Tree Removal (20" plus)	41	2
Private Property Compliance:		
initial Inspection and Fire Hazard Rating	1058	89
final inspection for Certification	1039	87
acres completed	559.181	64.37
New Construction :		
initial Inspection and Fire Hazard Rating	16	1
final Inspection and Approval	3	0
New Construction Permitting Fees :		
forestry	$1,400	$200
solid waste	$900.00	$0.00
Village property Treated:		
652.95 Acres in Camelot is approved for the Fire Barrier		
443.51 Acres Completed		
104 Fire rehab project below alto is ongoing.		
Upper Canyon Right of Way Thinning has been awarded		
43 acres of the 135 Ski Run Road Project is complete		

HUMAN RESOURCES

HR News

- Positions filled in June 2026
  - Chris Valdez- Streets Maintenance Tech DOH 6/15
  - Brian Partido – Fire Marshal DOH 6/29
  - Galo Moran- Parks & Rec DOH 6/29
  - Jesse Lucero- Water Distribution Maintenance Tech DOH 6/29
  - Michelle Gomez- Finance Director DOH 6/29/26

- Promotions in April 2026

- Jared Stumpff- Water Operator 2 Effective 6/1/2026
- Johanna Quintana- Human Resources Supervisor Effective 6/15/2026
- Isaiah Spitty- Foresty Project Manager Effective 6/15/2026
- Marisa Olvera- Youth Services Supervisor Effective 6/15/2026
- Manuel Huber- Streets Maintenance Technician Effective 6/29/20/26

- The Human Resources Manager and Human Resources Supervisor will be attending a conference in Albuquerque for the Rocky Mountain Public Employer Labor Relations Association on July 8, 9, and 10.
- The Village Internship program is in full swing for the summer. We kicked off the internship at the beginning of June with 9 interns. All the interns are making a positive impact on the Village in the Departments they are working in while gaining valuable skills.
- The interns have finalized their autobiographies that will be sent out to Village staff. They are currently working on their group internship project and plan to present their presentation to Council during the special meeting Council meeting later in July.

Safety

- Michael Sralik is the Village's new Health & Safety Officer. Michael is working on putting together safety awareness training for Village staff. He is also making his way around Village Departments getting to know the staff and is beginning to conduct site inspections.
- As training is scheduled Michael will ensure notifications go out to staff and will place the schedule on the Village website.

INFORMATION TECHNOLOGY (IT)

Training Opportunities – IT is finalizing the development of Microsoft OneDrive and Microsoft Teams training for staff. The training will focus on file storage, secure file sharing, collaboration, and communication tools to help employees work more efficiently and maximize the use of available technology.

Genetec Door System Upgrades/Replacements – IT coordinated and assisted with the installation of an upgraded controller board for the Genetec door access system. This upgrade is critical to maintaining reliable and secure access control at Village Hall, Horton, the Airport, and Dispatch.

Long-Term Capital Replacement Calendar – IT continues to develop a comprehensive inventory and replacement schedule for major IT equipment, including projected funding requirements to support long-term technology lifecycle planning. No significant changes this reporting period; work remains in progress.

Public Wi-Fi Access	Avg User / Day	Total Users / Month	Avg Gb / Day	Total GB / Month
Convention Ctr	4.2	84	24.65	493
Library	3.1	62	27.85	557
Village Hall	5.3	106	31.40	628
Horton	2.9	58	19.10	382

LIBRARY

GENERAL INFORMATION

- The Library Manager attended the Council Workshop meeting on June 2nd at 8 am in Council Chambers.
- The Library Manager attended weather briefings on June 2nd and 5th.
- The Library Manager attended the regular Village Council Meeting on June 9th.
- The Library Manager attended the Director/Manager meeting on June 11th.
- The Library Manager helped with HR Admin Assistant interviews on the 16th and 18th.
- The Library Manager attended bi-monthly meetings with The Agency.
- The Library Manager proctored a test on June 23rd.
- The Library Manager turned in the final paperwork to the New Mexico State Library for both the 2022 GO Bonds and the FY26 State Grants in Aid.
- The Library Manager attended Special Council Meeting on June 24th.
- The Library Manager attended the Intern Lunch and Learn on Friday, June 25th.
- The Library Manager attended the EOC Procurement and Time Keeping meeting on June 25th.
- The Library Manager attended the kickoff of Contour Airline Flights at the Airport on June 25th.
- The Library Supervisor helped at WHHM on Thursday afternoon.
- The Youth Services Librarian has been reclassified as the Youth Services Supervisor.
- Staff attended the weekly Safety Meetings at Village Hall on Friday mornings.

Outreach Services

- Staff are promoting The Your Library Delivered book drop route service.

- We continue to work with The Agency on marketing of our Book Delivery Service.
- The Library Survey is complete, and results will be discussed at the next Agency meeting.
- Blueberry Booksworth made a short appearance at the Summer Reading kickoff.

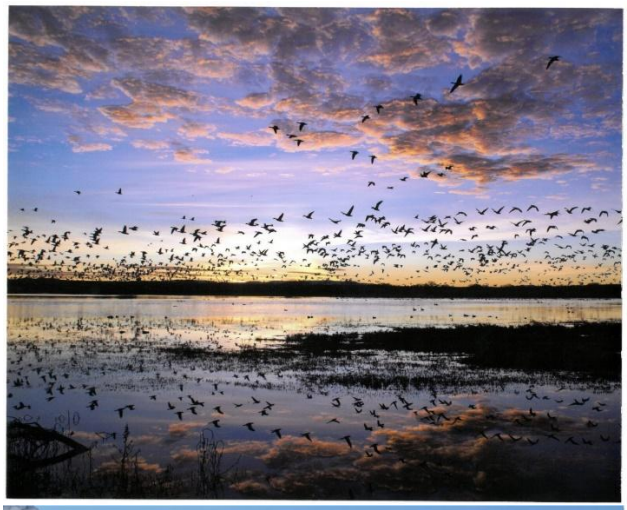
Adult Services:

MAY ADULT PHOTO CONTEST WINNERS!

RUIDOSO PUBLIC LIBRARY
"The Spirit of New Mexico"
Photography Contest

1st Place

"Morning Dew"
Marcus C.



RUIDOSO PUBLIC LIBRARY
"The Spirit of New Mexico"
Photography Contest

2nd Place

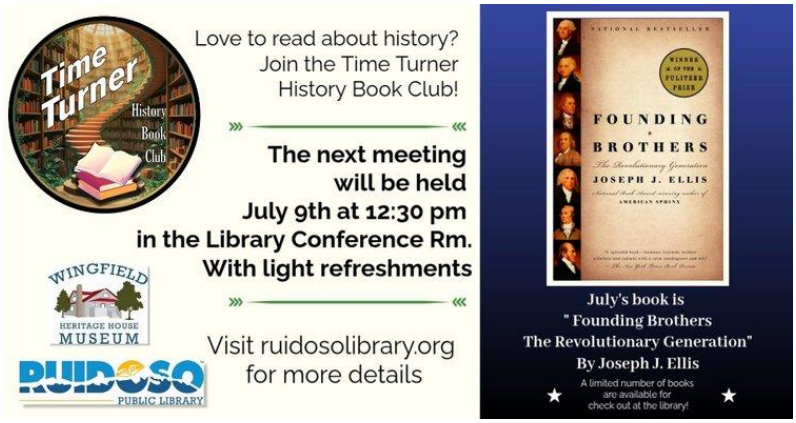
"Sunrise Stretch"
Frank J.

RUIDOSO PUBLIC LIBRARY
"The Spirit of New Mexico"
Photography Contest

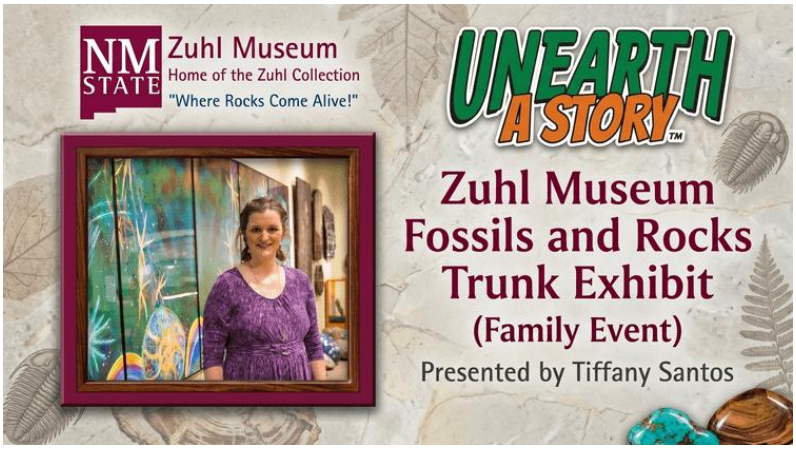
3rd Place

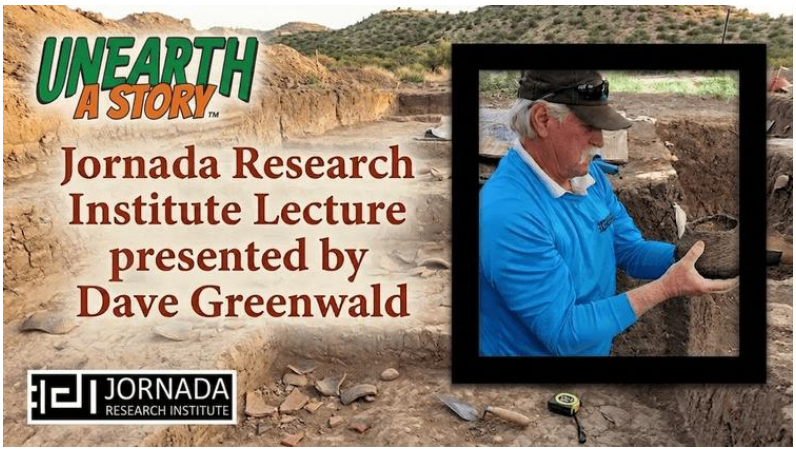
"Ranches of Sonterra
Jan. Snow 2026"
Rosemary S.

- The Office of the State Engineer was in the conference room to offer help with water issues on Tuesday, June 2nd from 9 am to 12 pm. Their next monthly visit will be July 7th.
- Daughters of the American Revolution, Sierra Blanca Chapter had their monthly meeting on the first Wednesday of the month at 12:30 pm in the Conference Room.
- Nicole with HUB was here on the third Thursday of the month from 9 am to 12 pm to help employees with Insurance Questions.
- The Time Turner Book Club met on June 11th and discussed the book *The Naturalist.* The next meeting is July 9th at 12:30 pm.



- Friends of the Wingfield Heritage House Museum meet here every 4th Friday at 10 am.
- Adult Summer Reading sign up began the last week of May and the program started on June 1st and ended June 30th. There are 3 special programs scheduled.





- The special programs were a big success with a total of 76 attendees for the programs. We had a total of 58 adults sign up for the month-long program. Big shout out to Amanda Castillo for planning, preparing and executing a great Adult Summer Reading Program!
- Here are the Adult Services displays for June:

UNEARTH A STORY – ADULT SUMMER READING with Fossil display in the Foyer display case.

BEACH READS:

Youth Services

- Youth Services had a great Summer Reading Program with 208 sign-ups and 968 total attendees for the programs. We had 3 special events:

LOTTA LOVE PETTING ZOO

ANDY MASON

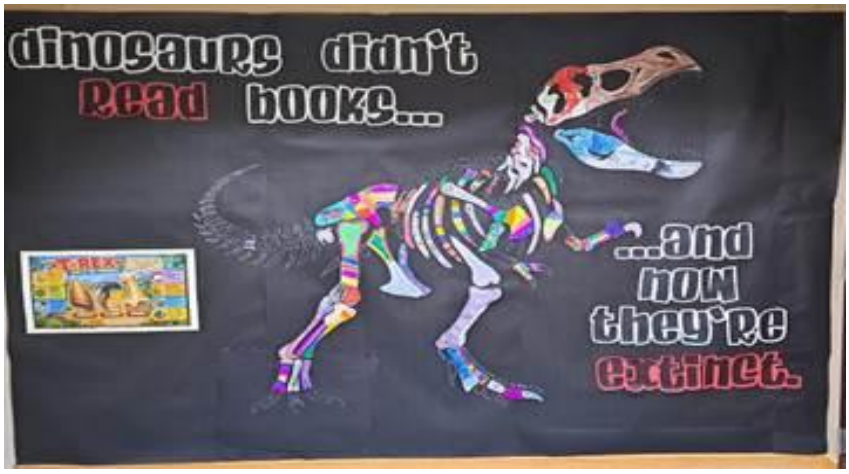
ROCKY MOUNTAIN PUPPETS – MEGAN KELLY

- Special Programs!
- Teen Escape Room

- DINO'S IN THE WILD PHOTO CONTEST

- A big Shout Out to Marisa Olvera for a doing a great job on the Youth Summer Reading Program! She did the planning and some preparation and collaborated with others for the programs. T
- Here are some other fun things from Summer Reading!

- Colored Dinosaur Bone for the extinct Dino!



- Adopt a dinosaur! Even Blueberry Booksworth adopted one.

ON-GOING PROJECTS

- The Library Manager is working with our Intern to inventory and rearrange the Archive Room.
- The Library Supervisor continues to help input records into Past Perfect Software for the Wingfield House Museum and Heritage Center.

- Library Manager and staff continue with collection development, cataloging and processing of adult and youth materials.
- Library Manager continues to work on record database maintenance and clean up as well as member database corrections and updates.
- Ongoing weeding and repair of library materials.
- On going training for staff to keep them up to date on technology, emergency operations, and all the varied areas of library work.

STATISTICS

- Library material checkouts were 3,283 and check ins were 3,030.
- Total visitors - 8,501.
- We issued a total of 43 new cards and updated 157 cards.
- Overdrive checkouts were approximately 1,131. We had approximately 13 new users. There were 621 holds for e-audios and 259 holds for e-books, and we had 72 holds for print materials.
- Database usage from Catalog Page: El Portal 9; Mango 15, Libby 12, Heritage Quest 3, NM News Plus 14, Get Set Up 3; Pebble Go 16; WFHHM Catalog 4; Digital Human Library 3; and Salem Press 2.
- Reference questions totaled 3,174.
- Computer users totaled 290.
- Gabbie, a text message application on our Integrated Library System Biblionix, was used approximately 501 times by 104 unique users.
- We added 254 material items.
- We had 19 Interlibrary Loan requests, and 19 books have been received.
- There were 1049 external catalog searches, 2374 internal searches by 227 unique users.
- There were approximately 13,123 actions performed in our Biblionix Integrated Library Software

RUIDOSO PUBLIC LIBRARY (LIBRARY OPERATIONS STATS) FY 2025-2026													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	YTD
CIRCULATION/CHECK OUT													
Adult Books	1,157	1,207	1,223	992	901	1,261	1,261	841	1,017	1,149	1,089	1435	13,533
Juvenile Books	1,645	1,538	1,539	1,630	1,242	1,192	1,216	1,338	1,500	1,450	1,200	1238	16,728
Adult Media	283	340	354	284	272	286	304	295	348	283	305	306	3660
Juvenile Media	175	159	149	138	118	184	153	144	166	115	68	121	1690
Library Use	14	15	18	18	10	14	17	17	11	16	9	17	176
Paperbacks	25	31	63	96	87	55	98	70	67	57	90	166	905
Check Ins	3,633	3,162	3,136	3088	2582	3183	2741	2611	2897	2984	2458	3030	35,505
Total Books & Media	6,932	6,452	6,482	6,246	5,212	6,175	5,790	5,316	6,006	6,054	5,219	6,313	72,197
Tumble books	7	222	620	831	270	67	311	9	3	2	4	1	2347
Overdrive	713	737	1302	1315	1035	1199	1145	1088	1248	1248	1268	1131	13,429
Total E Collection	720	959	1922	2146	1305	1266	1456	1097	1251	1250	1272	1132	15776
Total Circulation	7,652	7,411	8,404	8,392	6,517	7,441	7,246	6,413	7,257	7,304	6,491	7,445	87,973
CIRCULATION OPERATION													
Days Open	24	26	25	26	21	25	25	23	26	26	25	25	297
Hours Open	184	188	188	192	152	177	160	168	192	188	180	184	2153
Reference	1,677	2325	2022	2157	1628	1876	1839	1961	2144	2241	2550	3174	25,594
New Cards	39	42	75	40	25	30	23	50	52	65	49	43	533
Patron Updates	152	125	166	129	107	139	107	90	133	126	141	157	1572
Tours	0	0	2	128	0	0	0	0	90	126	0	0	346
Library Conference Rm	44	85	77	89	65	41	63	67	127	110	85	98	951
Classroom	0	0	0	5	42	16	14	60	77	70	18	12	314
Archive Room	41	39	3	9	103	5	14	27	0	0	1	23	265
Gate Count	5218	6136	6267	5546	5506	2850	3040	3080	3800	4200	3484	4785	53912
Total Patron Visits	7,379	8,966	8,825	8,321	7,649	5,159	5,285	5,526	6,641	7,152	6,533	8,501	85,937
ILL Requests	15	18	19	20	9	16	16	16	13	20	14	19	195
ILL Borrowed Items	15	18	19	20	9	16	16	16	13	20	14	19	195
COLLECTION													
New Books Added	38	226	132	159	68	181	126	160	205	150	49	215	1709
Audiobooks Added	0	6	3	3	6	7	7	0	15	3	0	5	55
DVDs Added	2	18	3	9	2	11	22	3	34	10	0	34	148
Total Items Added	40	250	138	171	76	199	155	163	254	163	49	254	1912
Items Discarded	86	144	92	144	21	206	360	212	177	107	23	52	1624
PROGRAMMING													
Children's Programs 0-5 year	3	0	9	9	7	3	4	8	9	9	1	7	69
Children's Attendance 0-5 ye	120	0	164	174	152	141	91	182	224	259	30	169	1706
Children's Programs 6-11 yea	1	0	1	3	1	2	1	2	1	1	3	6	22
Children's Attendance 6-11 y	25	0	22	705	27	86	14	123	43	21	389	299	1754
Teen Programs 12-18 years	1	0	1	4	1	4	1	1	1	1	2	3	20
Teen Attendance 12 -18 year	1	0	2	69	2	8	10	5	17	10	14	28	166
YS Passive Programs	3	2	2	5	4	3	4	4	4	3	5	5	44
YS Passive Participation	120	81	158	115	57	54	98	216	224	259	231	297	1910
Adult Programs	1	3	2	4	2	2	3	1	4	1	4	5	32
Adult Attendance	4	107	63	895	25	12	57	7	154	5	104	106	1539
OUTREACH													
Number of Visits							3	4	1	5	3	2	18
Number of attendees							89	121	90	225	538	47	1110
Number of Drop visits							0	0	2	4	2	0	8
Number of attendees							0	0	53	131	123	0	307
TECHNOLOGY USAGE													
Public Computers	212	243	252	202	249	178	180	222	260	265	207	290	2,760
WI-FI	47	50	59	55	48	44	50	49	58	52	52	53	617
COMMUNITY VOLUNTEERING													
Volunteer Hrs (Adult)	35	132.5	116	135.5	187	139	136	105	117	126.5	126	144.5	1500
Volunteer Hrs (Teen)	0	0	0	0	0	4	0	0	0	0	0	5	9
Total Volunteer Hrs	35	132.5	116	135.5	187	143	136	105	117	126.5	126	149.5	1509
ONLINE RESOURCES													
Brainfuse/Help Now	0	0	0	0	0	0	0	0	0	0	0	0	0
Brainfuse/Job Now	0	0	0	0	0	0	0	0	0	0	0	0	0
Heritage Quest	15	0	0	11	104	1	212	2	20	0	13	0	378
Mango Languages	2	9	9	7	14	15	11	15	15	11	10	12	130
Pebble Go/PebbleGoNext	0	0	3	5	0	8	23	14	71	16	7	13	160
Niche Academy	2	42	0	1	0	9	4	2	3	0	0	1	64

OFFICE OF EMERGENCY MANAGEMENT

Overview

June marked the start of one of the busiest operational periods of the year, as the Emergency Management Department transitioned from wildfire preparedness to monsoon season, while simultaneously supporting ongoing disaster recovery and preparing for the IRONMAN Ruidoso 70.3 event. Throughout the month, the department continued to balance all four mission areas of emergency management: Preparedness, Response, Recovery, and Mitigation.

Operational priorities included implementing the 2026 Monsoon Season Concept of Operations (CONOPS), enhancing flood preparedness capabilities, continuing coordination with federal and state recovery partners, advancing hazard mitigation initiatives, and extensive planning with public safety partners for IRONMAN Ruidoso.

The department also continued to strengthen interagency relationships, support Village departments, and expand emergency management capabilities through planning, training, grant management, and community outreach.

Preparedness

Preparedness activities remained a primary focus throughout June as the department worked to ensure readiness for both monsoon season and large-scale special events.

Major preparedness accomplishments included:

- Finalized and implemented the 2026 Monsoon Season Concept of Operations (CONOPS).
- Conducted daily coordination with the National Weather Service regarding seasonal weather outlooks and operational planning.
- Continued development and refinement of Incident Action Plans (IAPs) and Emergency Operations Center procedures.
- Coordinated extensive planning efforts for IRONMAN Ruidoso 70.3, including Unified Command meetings, operational planning meetings, communications planning, medical coordination, safety planning, and public safety integration.
- Continued development of Emergency Operations Center staffing plans and activation procedures.
- Supported Emergency Operations Center logistics, communications planning, and resource management procedures.
- Coordinated with regional, state, and federal partners to improve operational readiness for severe weather and wildfire threats.
- Continued expansion of emergency preparedness outreach and coordination with community partners.

Response

Although June saw fewer emergency activations than previous months, the department maintained a heightened state of readiness at the start of the monsoon season.

Response activities included:

- Maintained continuous weather monitoring for wildfire and flash-flooding threats.
- Coordinated operational briefings with Village departments and partner agencies.
- Supported incident monitoring and situational awareness throughout the Village.

- Continued readiness for Emergency Operations Center activation in accordance with established activation thresholds.
- Supported operational planning for potential flooding events associated with burn scar areas
- Maintained operational coordination with Lincoln County, the State of New Mexico, and the National Weather Service.

Recovery

Recovery operations remained an ongoing priority as the Village continued long-term recovery efforts from the South Fork and Salt Fires and subsequent flooding disasters.

Recovery accomplishments included:

- Continued coordination with FEMA, New Mexico Department of Homeland Security and Emergency Management (DHSEM), and federal interagency partners.
- Advanced multiple Public Assistance projects supporting Village infrastructure restoration.
- Continued coordination regarding watershed recovery, flood risk reduction, and infrastructure resiliency.
- Supported ongoing implementation of recovery Lines of Effort identified through the Interagency Recovery Coordination process.
- Continued management of disaster recovery grants and project tracking.
- Coordinated with partner agencies to improve long-term recovery planning and community resilience initiatives.

Mitigation

Mitigation efforts remained focused on reducing the Village's long-term vulnerability to future flooding and wildfire impacts.

Key mitigation activities included:

- Continued advancement of the Village's flood mitigation initiatives and post-fire resilience efforts.
- Coordinated with engineering, public works, and partner agencies regarding flood risk reduction projects.
- Continued implementation of the Clean and Lien initiative addressing unsafe flood-impacted structures.
- Supported development of watershed restoration and erosion reduction strategies.
- Continued planning for improvements to flood warning infrastructure and monitoring capabilities.
- Advanced mitigation planning efforts to strengthen community resilience and reduce future disaster impacts.
- Continued coordination of grant opportunities supporting hazard mitigation projects.

Looking Ahead

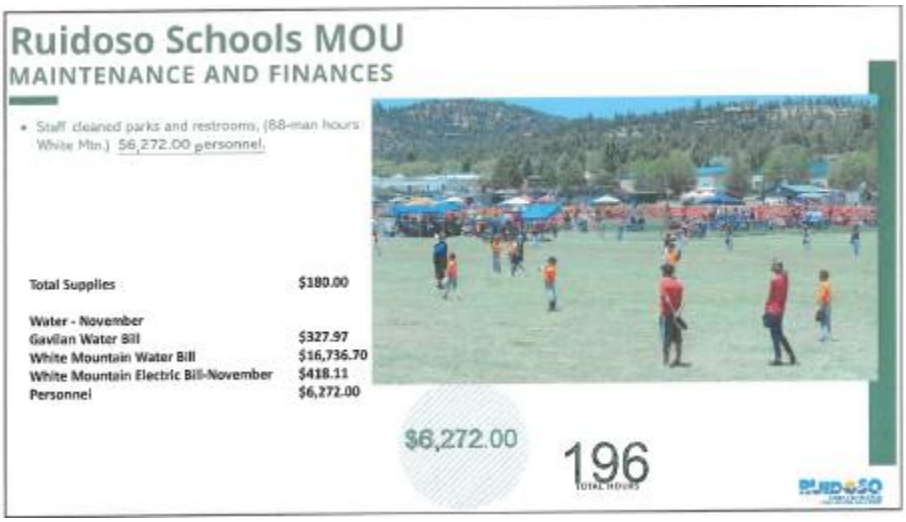
As the department enters July, operational priorities will continue to focus on:

- Monsoon season preparedness and response.
- Emergency Operations Center readiness.
- IRONMAN Ruidoso operational support.
- Continued disaster recovery coordination.
- Hazard mitigation project implementation.

- Strengthening partnerships across all levels of government to improve community resilience.

The Emergency Management Department remains committed to the Village's mission of protecting lives, property, and critical infrastructure through comprehensive emergency management and the continued pursuit of the One Village, One Response philosophy.

PARKS AND RECREATION



Keep Ruidoso Beautiful

- Keep Ruidoso Beautiful Grant for FY26 has been closed out.
- Keep Ruidoso Beautiful Grant FY27 has been applied for.

Programs & Activities

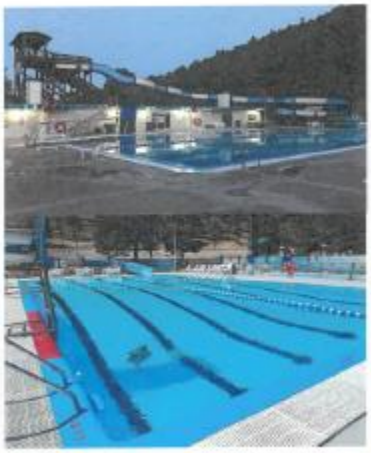
YOUTH AND COMMUNITY ACTIVITIES

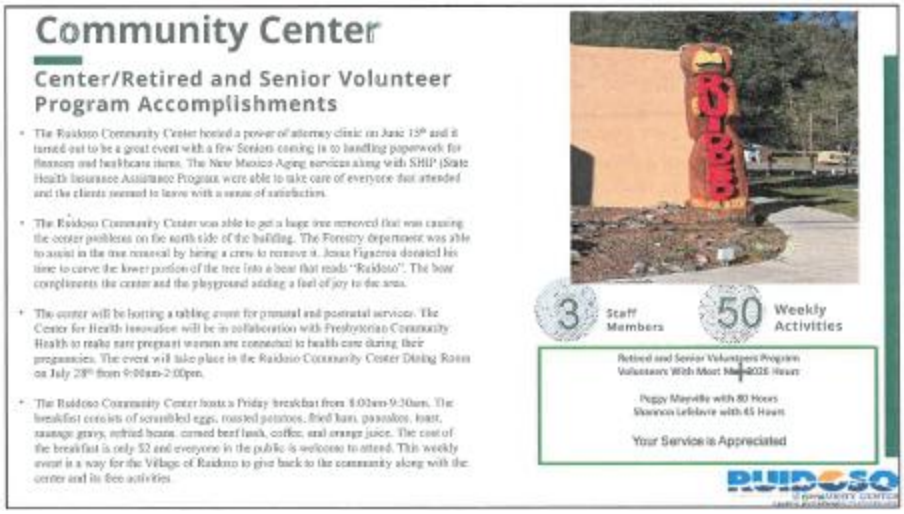
- Midtown Market is up and running and drawing lots of vendors and big crowds..
- We are programming a 3rd week of our youth summer camp due to high demand. The first two weeks were a huge success.
- P&R will be hosting a summer chess camp in partnership with the public library from 13 – 17 July.
- Both the Wibit/Grindstone Lake and pool are consistently busy.
- The next full moon walk at White Sands NP is next Monday 29 June, with another on 29 July.
- The 2026 "America 250" all-American tailgate is taking shape and we look forward to some great music and food.

Public Pool Update

- The Swimming pool opened as scheduled on May 23rd
- 11 Lifeguards and 11 Rec-Attendants were hired to help with the summer season.
- WIBD and NM State Pool & Pool Side Inspection were completed and passed
- Swim lessons started as scheduled with all classes being filled to the max.
- Private Pool Party sales is still going on. Some days/dates are still available to be reserved.
- On good sunny days we reach full capacity within the first 2 hours.
- There have been over 4000 customers at the pool to date.
- Chemical controllers and the new water test equipment is working very well.

RUIDOSO
PARKS & RECREATION
LIVING IN NATURE'S PLAYGROUND





POLICE DEPARMENT

Dispatch All Calls for Service
- Total Calls for Service – 1,943
- Total Positions Available – 11
- Total Positions Vacant – 3
- Positions Hired this Month – 0
- Total Applications this Month – 8

Patrol Division Calls for Service
- Total Calls for Service – 982
- Total Arrests Made – 31
- Total Citations Issued – 152
- Total Reports Taken – 97
- Special Operations Conducted – 0
- Total Positions Available – 19
- Total Positions Vacant – 5
- Positions Hired this Month – 0
- Total Applications this Month – 6

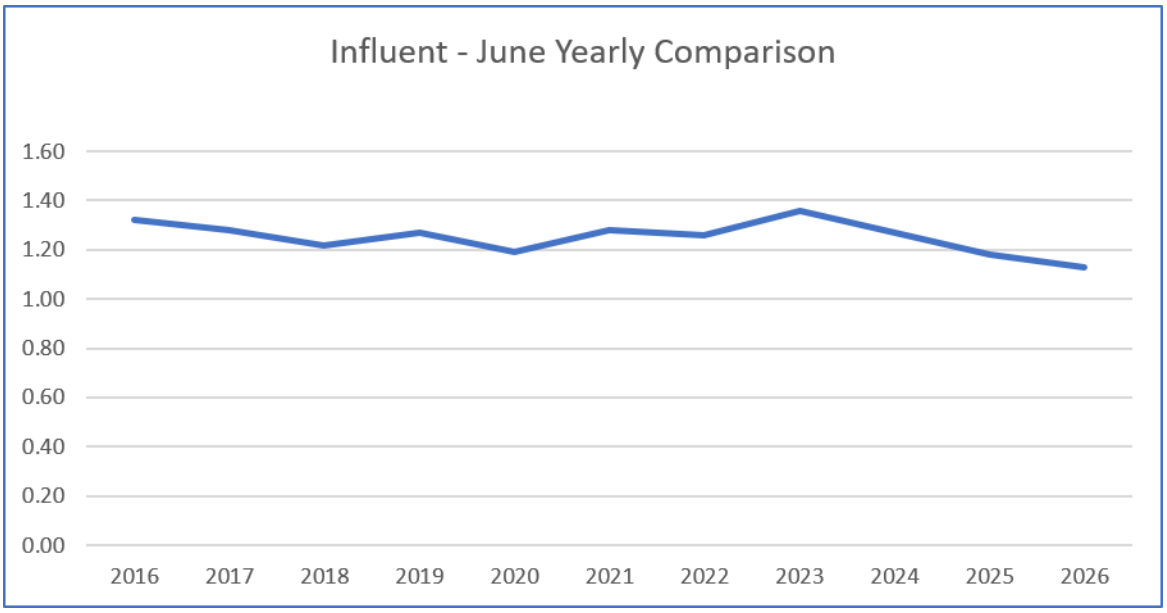
ACO Calls for Service
- Total Calls for Service – 91
- Citations Issued – 3
- Total Reports Taken – 3
- Total Positions Available – 2
- Total Positions Vacant – 1
- Positions Hired this Month – 0
- Total Applications this Month – 4

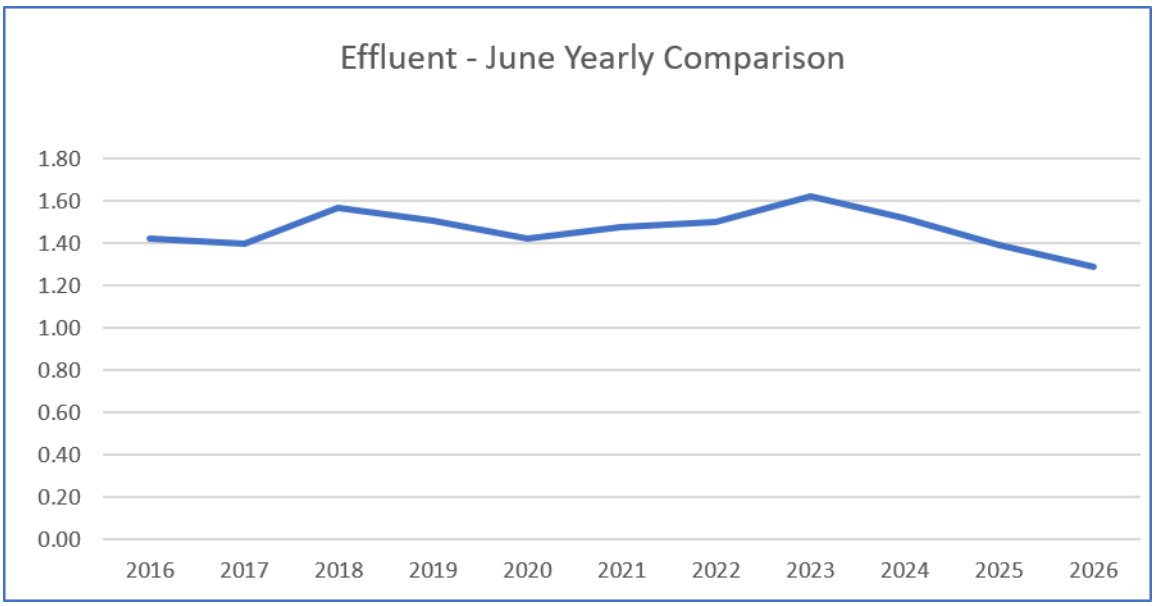
Criminal Investigations Division
- Total Calls for Service - 13
- New Cases Received - 14

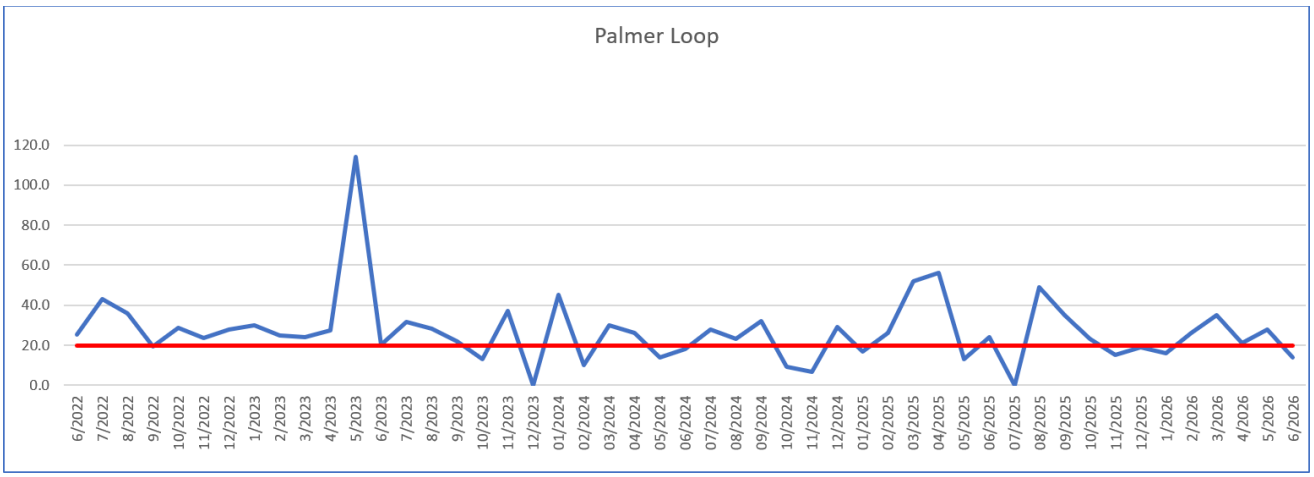
Pending Cases – 10
MCU Callouts – 1
Special Operations Conducted – 0
Backgrounds – 3
Total Positions Available – 4
Positions Vacant – 1 Narcotics
Positions Hired this Month – 0
Total Applications this Month - 0

REGIONAL WASTEWATER TREATMENT PLANT (RWWTP)

		RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY								
			MONTHLY RECORD FOR INFLUENT AND EFFLUENT							
DATE	DAY	FLOW	TEMP.	pH	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5
06/01/26	Mon	1.22	20.5	7.30				N/A		
06/02/26	Tues	1.15	20.4	7.33			1.0	N/A		
06/03/26	Wed	1.13	20.4	7.46	2.97	2.59		N/A	**296.7**	**260.0**
06/04/26	Thu	1.19	20.5	7.42				N/A	VSS 270.0	pH 7.71
06/05/26	Fri	1.18	20.4	7.17				N/A	VOL.91.0%	TEMP. 13.0
06/06/26	Sat	1.32	20.7	7.19	2.97	2.59	1.0	N/A	**99.0**	**99.0**
06/07/26	Sun	1.35	20.6	7.16				N/A	**%removal**	**%removal**
06/08/26	Mon	1.35	20.8	7.37				N/A		
06/09/26	Tues	1.30	20.9	7.48				N/A		
06/10/26	Wed	1.31	20.7	7.30				N/A		
06/11/26	Thu	1.22	20.9	7.26				N/A		
06/12/26	Fri	1.19	21.3	7.15				N/A		
06/13/26	Sat	1.23	21.5	6.96				N/A		
06/14/26	Sun	1.35	21.0	7.09				N/A		
06/15/26	Mon	1.32	21.3	7.37				N/A		
06/16/26	Tues	1.20	21.6	7.23			2.0	N/A		
06/17/26	Wed	1.24	21.4	7.06	0.93	No Data		N/A	**93.4**	
06/18/26	Thu	1.21	21.6	7.26				N/A	VSS 90.0	
06/19/26	Fri	1.24	21.5	7.28				N/A	VOL.96.4%	
06/20/26	Sat	1.50	21.8	7.15	0.93	No Data	2.0	N/A	**99.0**	
06/21/26	Sun	1.52	22.1	7.21				N/A	**%removal**	
06/22/26	Mon	1.42	21.7	7.05				N/A		
06/23/26	Tues	1.28	22.1	7.16				N/A		
06/24/26	Wed	1.24	22.2	7.44		4.83		N/A		**175.0**
06/25/26	Thu	1.31	22.2	7.44				N/A		pH 7.52
06/26/26	Fri	1.32	22.1	7.47				N/A		TEMP. 14.6
06/27/26	Sat	1.41	22.5	7.19		4.83		N/A		**97.2**
06/28/26	Sun	1.40	22.4	7.00				N/A		**%removal**
06/29/26	Mon	1.34	22.5	7.49				N/A		
06/30/26	Tues	1.31	22.5	7.07			2.5	N/A		
MONTHLY AVG.		**1.29**			**1.95**	**3.71**	**1.83**			







SOLID WASTE

- Grapple pick up has slowed down.
- We have 4 grapple drivers running full-time.

- We are still getting illegal dumping. People are still cleaning out their homes of flood debris and others are remolding damaged property.
- No planned time off.
- For the month of June, 224 documented loads were taken to Tanner Irons' facility.

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: 2.4% CPI increase effective 3/1/26.

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	24	138.48	$8,509.60
DECEMBER	28	178.78	$10,986.03
JANUARY	21	133.63	$8,211.56
FEBRUARY	24	142.30	$8,744.34
	306	**1,714.68**	**$104,758.75**

MONTH	GROSS LOADS	GROSS TONS DELIVERED TO T.S.	PRE TAX FEE
2026/2027			
MARCH	25	122.36	$7,519.02
APRIL	22	105.87	$6,661.34
MAY	15	72.27	$4,547.23
JUNE	17	82.05	$5,162.59
JULY	0	0.00	$0.00
AUGUST	0	0.00	$0.00
SEPTEMBER	0	0.00	$0.00
OCTOBER	0	0.00	$0.00
NOVEMBER	0	0.00	$0.00
DECEMBER	0	0.00	$0.00
JANUARY	0	0.00	$0.00
FEBRUARY	0	0.00	$0.00
	79	**382.55**	**$23,890.18**

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 June 2026)

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		885.26	$15,396.12	38
NOV		698.19	$12,037.71	33
DEC		936.23	$16,150.48	44
JAN		828.54	$14,325.28	38
FEB		730.49	$12,647.50	33
MAR		867.64	$15,028.84	39
APR		725.16	$12,512.19	34
MAY		753.93	$13,055.35	34
JUN		0.00	$0.00	0
	TOTAL	**9,420.85**	**$163,404.58**	**417**

STREETS

Trimming

- Brush/Tree Trimming stump removal Gavilan/Meander-stump

Speed Limit, Street Name & Safety Signs (“One Call” Marking – Installation - Repair)

- Signs - Reese/Service, 1st Street, Rockmount, Flume, Paradise Canyon, Meander

Road & Right of Way Maintenance: (Motor Grader - Backhoe Dirt Work)

- Road Repair/Maintenance: Shaw, Kingwood, Robin/Sudderth,

Drainage Issues (Ditch Cleaning – Culvert Maintenance – Berm Construction)

- Clean Ditches/Culverts: University, Shaw, 2nd, MonJeau, Drooping Juniper,
- Replace Culverts: Shannon
- Berm: Hull/Warrior
- Clean Drop Inlets: Village Wide

Monsoon 2026

- Flood Watch: 6/2/26, 6/4/26

Sweeping Streets

- Swept: Sudderth

Pothole Patching

- Joe, White Mountain Meadows, Warwick, Sunny Slope, Old Lincoln, High Loop, Guenevere, Flume Canyon, Main/Flume Canyon, Main, Singing Pines, College, Sam, Canyon, Wingfield, Vision

Street Cuts

- Lower Terrace, Metz, Metz/Cree Meadows, Mountain High Circle

Banners

- Ranchman’s Camp
- Art Loop

MAP Project

- Sweep Roads - Mustang
- Paved Waco, Sterman, Travel Aire, Mooney

COOP Project

- Paved Grenoble
- Tree Trimming - Innsbrook, Geneva
- Sweep Roads - Geneva

Material Usage Totals

- Hot Mix - 2,353 tons
- Millings - 16.2 tons
- Bagged Cold Mix - 52
- Water Truck - 16,000 gls.

Assisting Other V.O.R. Departments/Entities

- Traffic Control Signage: Mechem – Water Dept

Guardrail Installation/Maintenance/Repair/Bridge Maintenance/Repair

- Guardrail Repair: Gavilan Canyon/Meander

Street Department News

- Hot Plant Belt Repairs
- Inventory
- Take down fencing on Grindstone Canyon
- Clean & Maintenance Equip. & Trucks
- Heavy Equipment Operator: Open
- Street Manager: Open
- Street Maintenance Tech - Open

Driveway Permits

- Driveway Permits: 107 Warren Tucker, 1107 Hull Rd., 305 Brady Canyon, 443 Flume Canyon, 605 Excalibur, 109 Kilimanjaro

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:

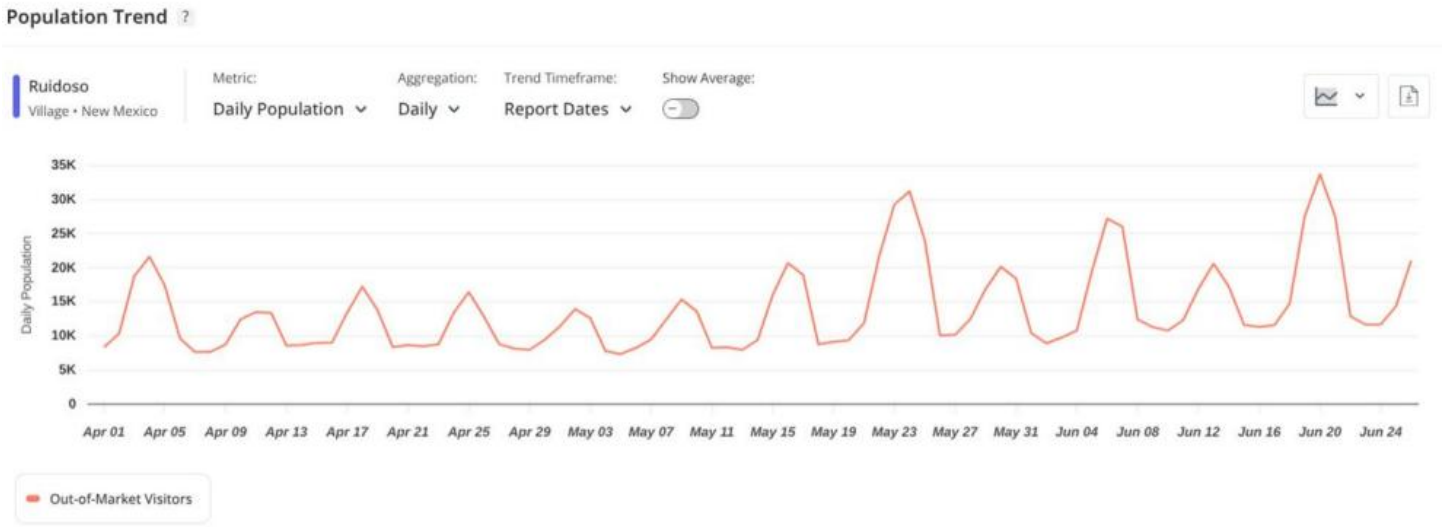
Project No. & Location:	**Project Funds:**	**Type of Fund Recv'd.:**	**Completion Deadline:**	**Current Status:**
COOP 23-24	Application to be submitted 2/14/23 To council Asking 25% $76,212.00 75%$228,636.00 Total=$304,848.00	**Received: $257,077 VOR 25% $64,269 NMDOT 75% $192,808**	~~12/31/2024~~ ~~12/31/2025~~ 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.
MAP 2025	Application 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 Completed 6/8/2026	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~~ 12/31/2026	Resolution & Application to council for approval of support 2/06/24. 2/16/24 submitted application to NMDOT. 7/2024 awarded funding.
COOP 2027	Application to be submitted 2/16/26	Received : $471,489.00 VOR 25% $117,872 NMDOT 75% $353,617		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT. Re-Submitted 2/2026. 6/30/2026 Awarded
MAP 2027	Application to be submitted 2/16/26	Received: $368,331.00 VOR 25%		Resolution & Application to council for approval of support 2/11/25. 2/26/25 submitted application to NMDOT. Re-Submitted 2/2026. 6/30/2026 Awarded

		$92,083 NMDOT 75% $276,248		

TOURISM

VISITOR TREND: BY MONTH

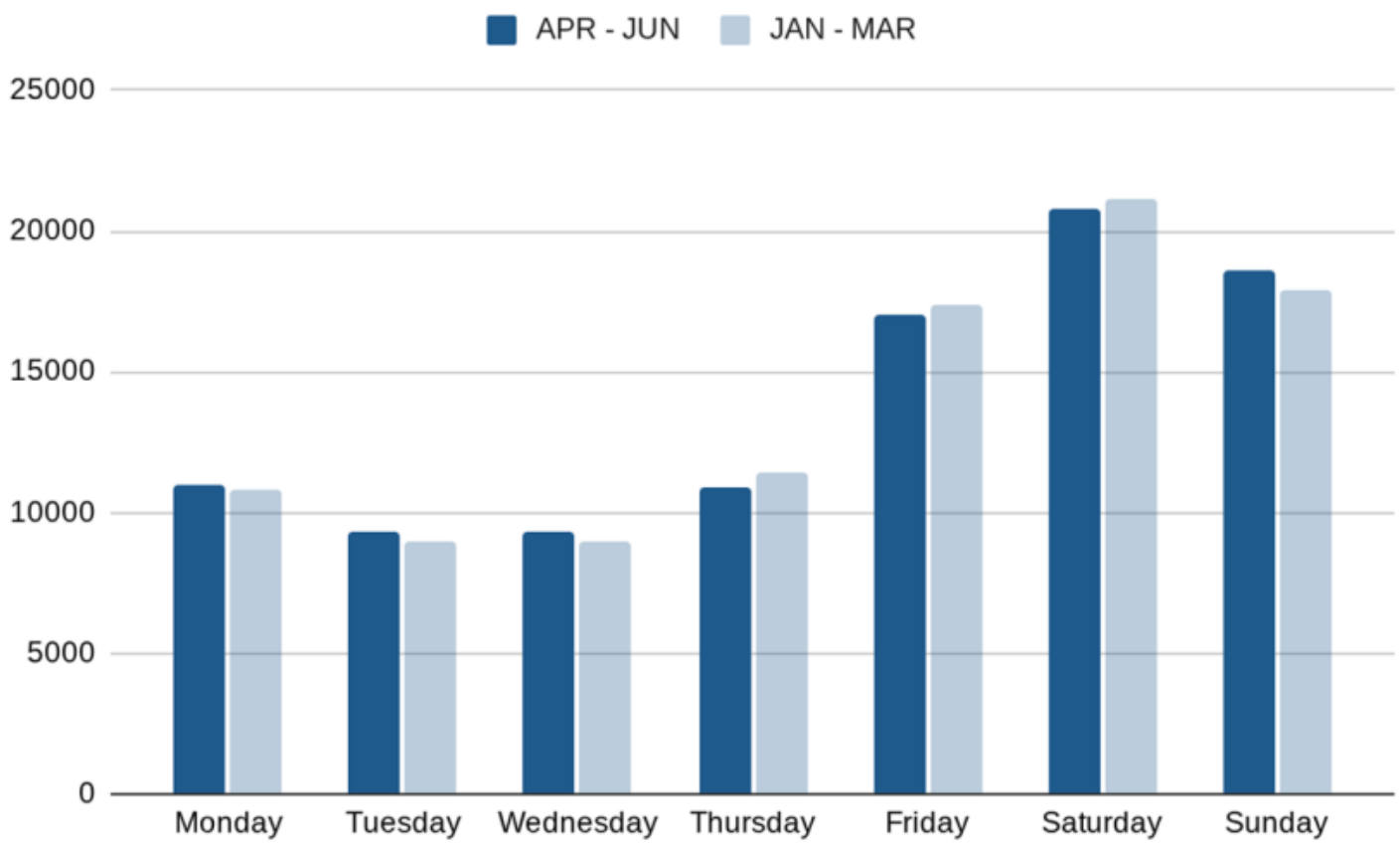
APR 1 - JUN 26, 2026



- 1% Q/Q - Jan 1, 2026 - Mar 26, 2026
- 3% Y/Y - 2026/2025

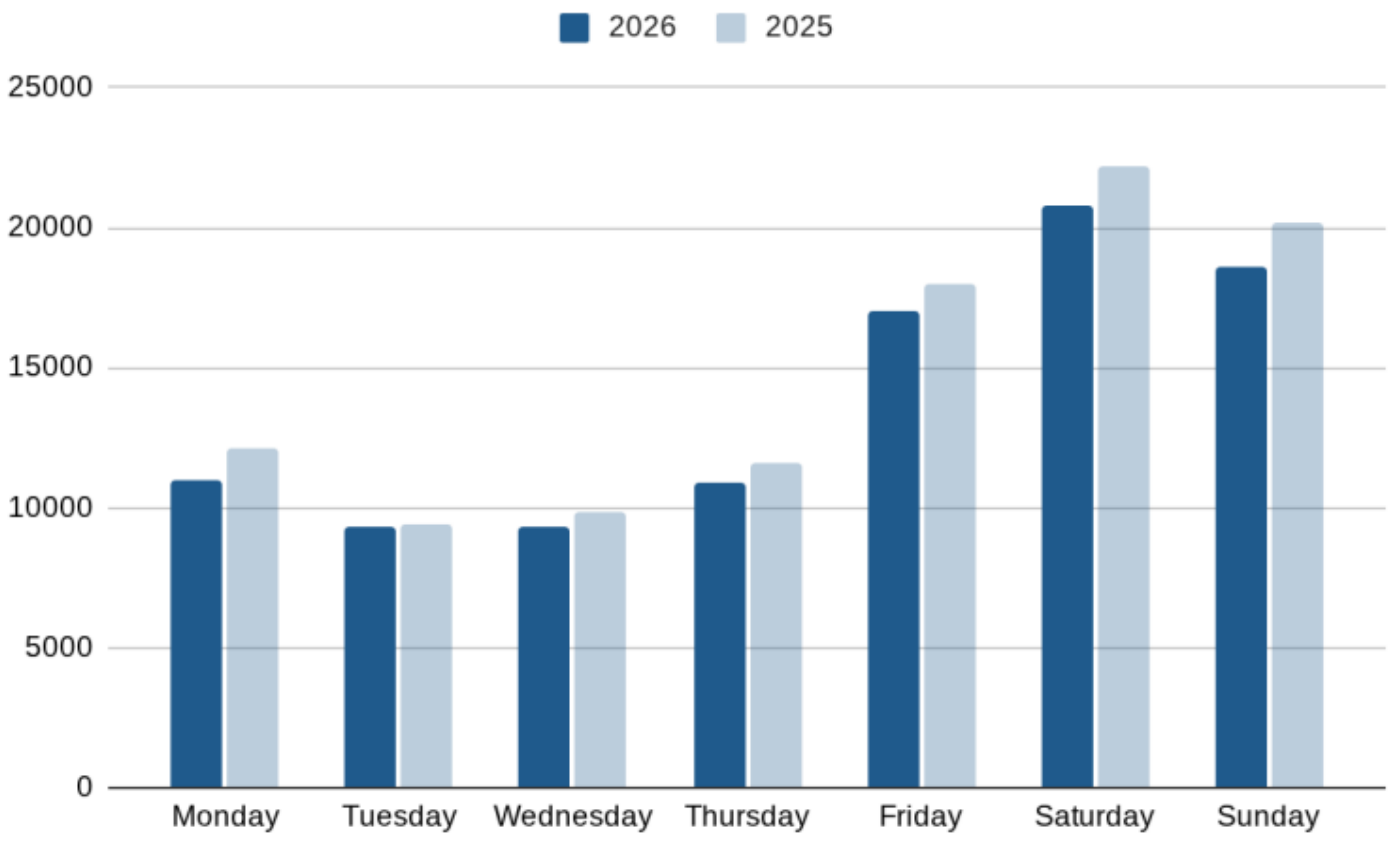
VISITOR TREND: BY DAY - Q/Q

APR - JUN, 2026 / JAN - MAR, 2026



VISITOR TREND: BY DAY - Y/Y

APR - JUN 2026 / APR - JUN 2025



VISITOR TREND: NON-RESIDENT ORIGINS

APR 1 - JUN 26, 2026

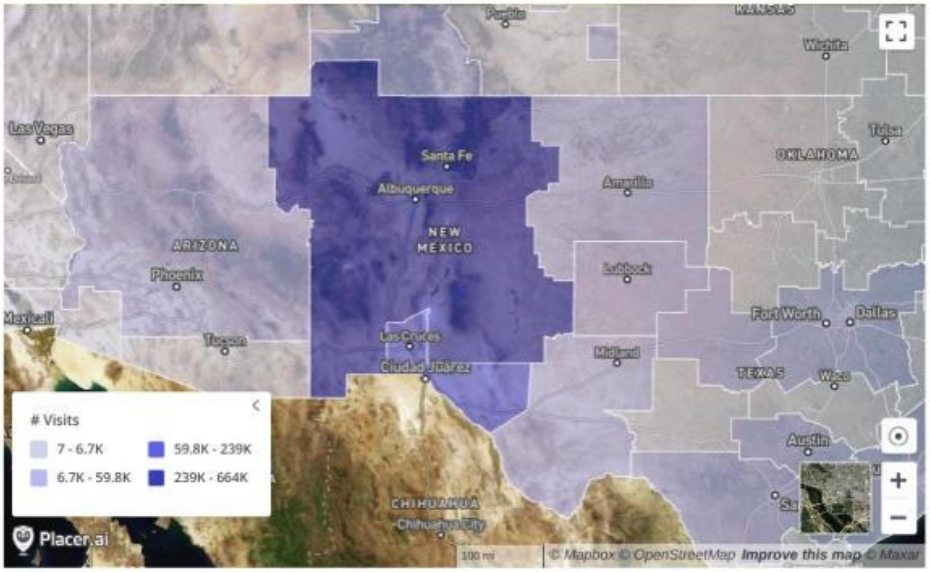
Non-Resident Origins ?

Ruidoso
Village • New Mexico

Metric: Visits

View: # of Visits | % of Visits | YoY Change

Aggregate By: DMA

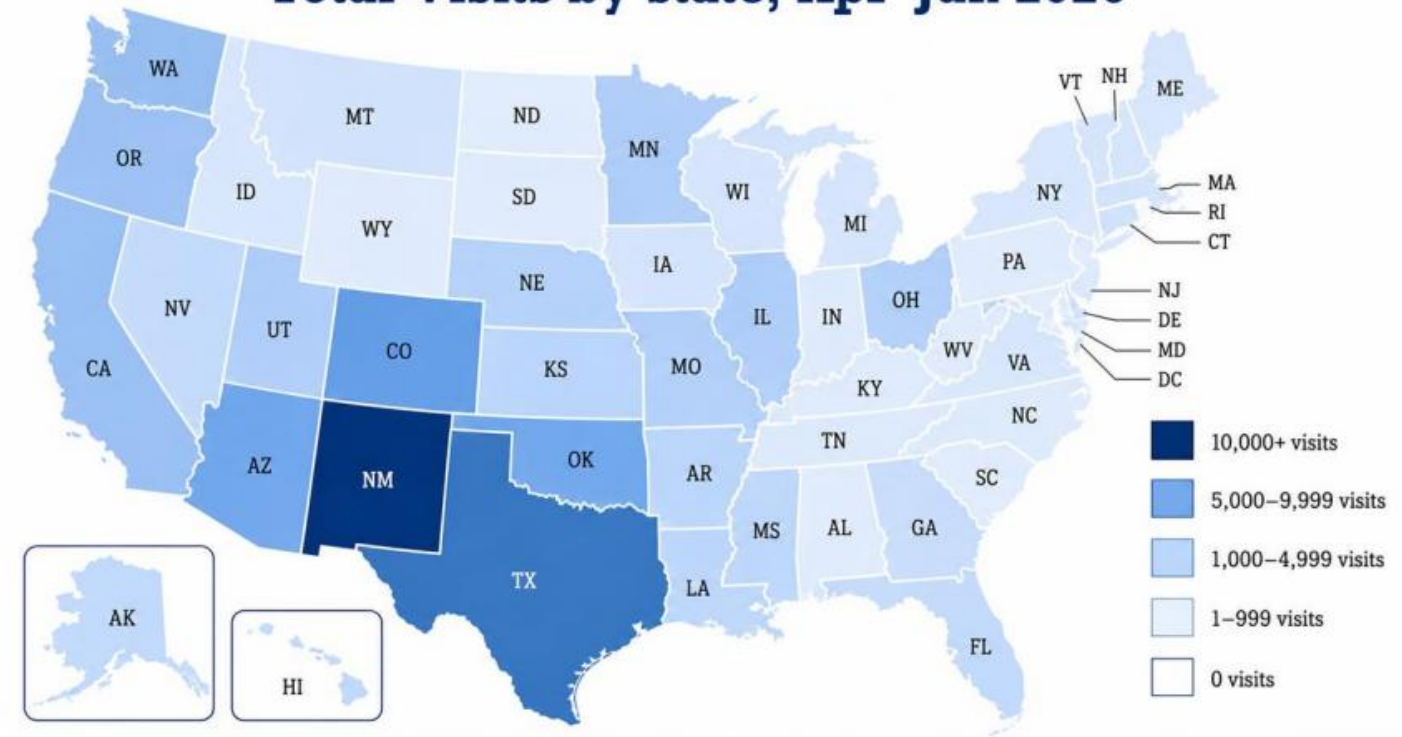


DMA	Visits (% of Total)
Albuquerque-Santa Fe New Mexico	664K (55.3%)
El Paso (Las Cruces) Texas	238K (19.8%)
Lubbock Texas	55.8K (4.6%)
Amarillo Texas	40.3K (3.4%)
Odessa-Midland Texas	33.4K (2.8%)
Dallas-Ft. Worth Texas	28.9K (2.4%)
Phoenix (Prescott) Arizona	13K (1.1%)
San Antonio Texas	11.3K (0.9%)

VISITOR TREND: NON-RESIDENT ORIGINS

Y/Y - APR 1 - JUN 26, 2026

Total Visits by state, Apr–Jun 2026



VISITOR TREND: NON-RESIDENT ORIGINS

Y/Y - APR 1 - JUN 26, 2025

TOP PLACES VISITED: NON-CHAIN

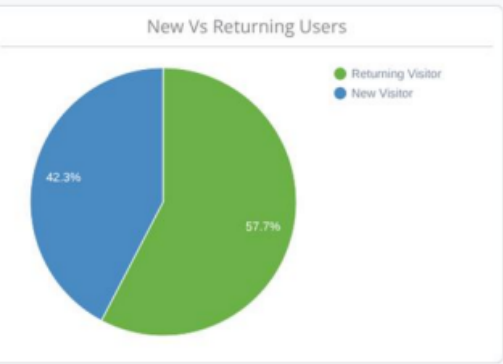
APR 1 - JUN 26, 2026

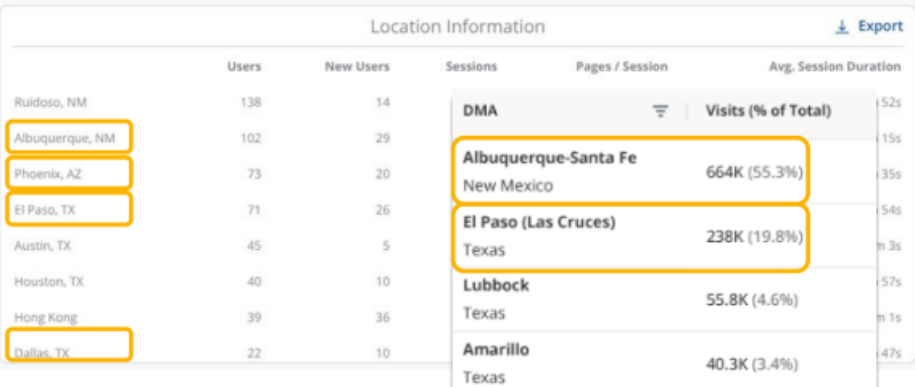
1	**Downshift Brewing Company - Riverside**	2704 Sudderth Dr, Ruidoso, NM 88345
2	**Farley's Food Fun & Pub**	1200 Mechem Dr, Ruidoso, NM 88345
3	**Noisy Water Winery (The Cellar Uncorked)**	2342 Sudderth Dr, Ruidoso, NM 88345
4	**Books Etcetera**	2340 Sudderth Dr, Ruidoso, NM 88345
5	**Ruidoso Bowling Center**	1202 Mechem Dr, Ruidoso, NM 88345
6	**Club Gas**	1137 Mechem Dr Unit A, Ruidoso, NM 88345
7	**Tina's Cafe**	2825 Sudderth Dr, Ruidoso, NM 88345
8	**Rio Grande Grill and Tap Room**	441 Mechem Dr, Ruidoso, NM 88345
9	**Ruidoso Convention Center**	111 Sierra Blanca Dr, Ruidoso, NM 88345
10	**Zocca Coffee & Tea**	1129 Mechem Dr Ste E, Ruidoso, NM 88345
11	**Log Cabin**	1074 Mechem Dr, Ruidoso, NM 88345
12	**Circle J Barbecue**	1825 Sudderth Dr, Ruidoso, NM 88345
13	**Mces Vapor Lounge**	2722 Sudderth Dr C, Ruidoso, NM 88345
14	**Parts Unknown**	2316 Sudderth Dr, Ruidoso, NM 88345
15	**Munchiez Cannabis**	1715 Sudderth Dr, Ruidoso, NM 88345
16	**Sierra Cinema**	721 Mechem Dr, Ruidoso, NM 88345
17	**Epic Car Wash**	1811 Sudderth Dr, Ruidoso, NM 88345
18	**Took and Johnnie's Boutique**	2111 Sudderth Dr, Ruidoso, NM 88345
19	**El Camino Nuevo**	1025 Mechem Dr, Ruidoso, NM 88345
20	**The Greenery Room Ruidoso**	2330 Sudderth Dr, Ruidoso, NM 88345

Top places visited continue to be consistent with a variety of spending categories including dining, groceries, hotels, leisure, shops & services, and travel.

DISCOVER RUIDOSO APP USERS

APR 1 - JUN 26, 2026





DMA	Visits (% of Total)
Albuquerque-Santa Fe New Mexico	664K (55.3%)
El Paso (Las Cruces) Texas	238K (19.8%)
Lubbock Texas	55.8K (4.6%)
Amarillo Texas	40.3K (3.4%)
Odessa-Midland Texas	33.4K (2.8%)
Dallas-Ft. Worth Texas	28.9K (2.4%)
Phoenix (Prescott) Arizona	13K (1.1%)
San Antonio Texas	11.3K (0.9%)

Returning app users continue to be the strong majority of overall users proving the app to be a helpful tool. Users return to the app over multiple sessions across various seasons for information about Ruidoso.

Top app user locations align with visitor origin locations proving the app is a utilized resource for visitors.

DISCOVER RUIDOSO APP: TOP PAGES VISITED

APR 1 - JUN 26, 2026

Grindstone Lake	375
Lincoln Forest Renaissance Faire at Wingfield Park	162
Wibit Water Park (Seasonal, Summer Only)	141
Annual Brewdoso Craft Beer and Wine Festival at Wingfield Park	139
Screaming Eagle Mountain Coaster at Ruidoso Winter Park	134
Ruidoso River Trail	126
Ski Apache	126
Blooms and Bliss: Plan Your Ruidoso Wildflower Adventure	101
Backcountry Attitudes	90
Scenic Gondola at Ski Apache	87
Midtown Ruidoso	83
Pillow's Fun Trackers	72
July 4th Celebration at Inn of the Mountain Gods	70
CarnivorOso - Ruidoso's Botanical Oddities	69
Ruidoso Food Truck Center	66
History and Heritage Tour	65
Bonito Lake	64
Smokey Bear Days – 50th Anniversary Celebration	64
MCM Elegante Lodge and Resort	63
Fort Stanton-Snowy River Cave National Conservation Area	63

Popular app views

- In-season interests
- Current events
- Upcoming events

App engagement

- Mirrors seasonal demand
- Tracks event activities
- Aligns with social messaging

DISCOVER RUIDOSO APP: Chatbot Trends

APR 1 - JUN 26, 2026

Total Chats	Adds from Chat	Avg Chat Time	Total Prompts	Avg Prompts/Chat
448	96	4m 39s	836	2
↑ 304%	↑ 2300%	↑ 232%	↑ 329%	0%
vs Jan 4 - Mar 31	vs Jan 4 - Mar 31	vs Jan 4 - Mar 31	vs Jan 4 - Mar 31	vs Jan 4 - Mar 31

Chatbot Trends

Export

Total chats

DISCOVER RUIDOSO APP: Chatbot Trends

APR 1 - JUN 26, 2026

Trending Topics

Export

Topic	Times asked	Trend
What's going on while I'm there?	44	↑ 1366.67%
How much does it cost?	30	↑ 900%
Where should I stay?	30	↑ 900%
What are some fun things to do there?	30	↑ 400%
Where can I go camping?	20	—
Where can I find a good cabin rental?	18	—
Can you help me plan a trip to Ruidoso?	16	↑ 700%
Where are the best places to eat?	14	↑ 600%
Where can I go horseback riding?	13	↑ 333.33%
Are there any good tent camping spots nearby?	13	—

MONTHLY TOURISM NEWSLETTER

April 2026

Recipient activity summary

March 26, 2026 - June 29, 2026

Total sends	Delivery rate	Click rate	Open rate
28,540	99.3%	0.95%	5.2%

RUIDOSO NEW MEXICO

Spring Awakens in Ruidoso Plan Your April Escape

Blossoms, Easter celebrations, live events, and cool mountain air—April is the perfect time to plan your Ruidoso getaway.

URL	Total clicks	%
/info/ideas-for-easter-in-ruidoso	136	
/spring-trip-guide	66	
/info/ruidoso-lakes	53	
/info/midtown-ruidoso	26	
/calendar-of-events/the-john-ashcraft-memorial-family-trail-run-at-grindstone-lake	12	
/calendar-of-events/lance-lipinsky-and-the-lovers-at-spencer-theater	12	
/calendar-of-events/easter-brunch-at-rainmakers	10	
/calendar-of-events/annual-bunny-runwalk	9	
/calendar-of-events/party-at-alto-phil-hamilton-and-band-live-at-alto-lakes-golf-and-country-club	9	
/calendar-of-events/clay-walker-live-at-inn-of-the-mountain-gods-1	8	
/calendar-of-events/sierra-club-guided-hike-bonito-lake-tour	6	
/calendar-of-events/the-kingston-trio-at-spencer-theater	6	
/calendar-of-events/lost-hiker-brewing-thirstday-night-trivia-burrito-day	5	
/calendar-of-events/kentucky-derby-prep-races-watch-parties-at-billys-sports-bar-amp-grill-8j4yn-g56d5	5	
/calendar-of-events/easter-egg-hunt-at-wingfield-park	4	

MONTHLY TOURISM NEWSLETTER

June 2026

Recipient activity summary

May 28, 2026 - June 29, 2026

Total sends	Delivery rate	Click rate	Open rate
28,543	99.1%	1.4%	5.4%

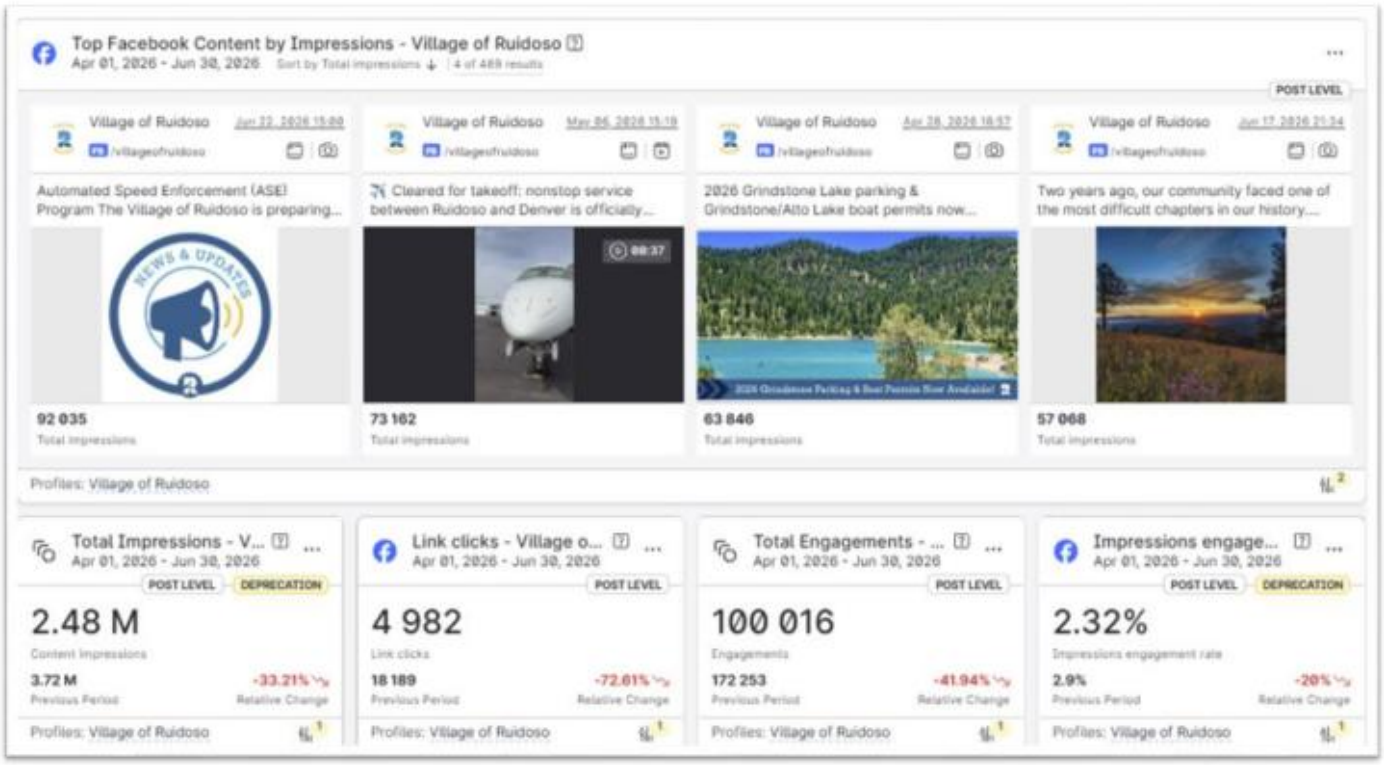
RUIDOSO NEW MEXICO

Your Summer in Ruidoso Starts Here

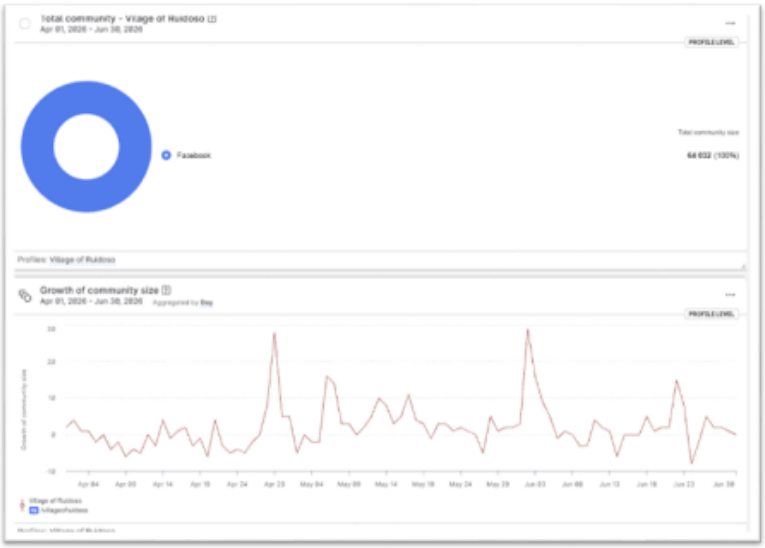
Live music, mountain events, local experiences, and fresh reasons to plan your next Ruidoso getaway.

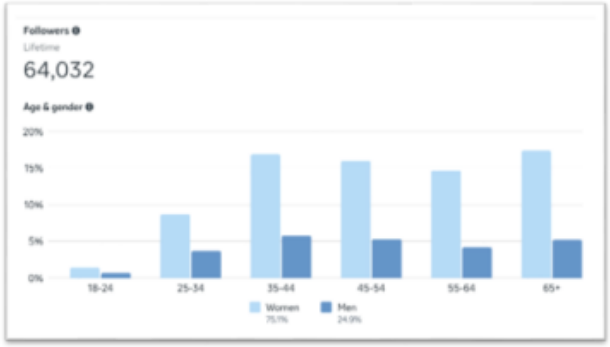
URL	Total clicks
/info/cool-summer-nights-summer-music-series	301
/summer-trip-ideas	186
/info/scenic-picnic-spots-in-ruidoso	55
/info/fathers-day-weekend-in-ruidoso	47
/calendar-of-events/midtown-market	44
/calendar-of-events/ruidoso-tattoo-expo-at-ruidoso-convention-center	32
/calendar-of-events/all-season-adaptive-sports-outdoor-recreation-day-at-bonito-lake	26
https://brewdoso.com	23
/calendar-of-events/humane-society-of-lincoln-county-furr-ball	18
/calendar-of-events/nest-fest	18
/calendar-of-events/full-moon-night-at-white-sands-national-park	12
/calendar-of-events/turf-party-at-noisy-water-winery	11
/calendar-of-events/vinyl-nights-a-hidden-tap-exclusive-at-downshift-brewing-company	9
/calendar-of-events/little-texas-live-at-jacks-backstage	8
/calendar-of-events/suzy-bogguss-at-spencer-theater	8

Q4: TOP PERFORMING MUNICIPAL POSTS



Q4: MUNICIPAL FOLLOWERS





Q4 BILLBOARDS: APR-JUN 2026

We ran out-of-home advertising in El Paso, Lubbock and Albuquerque markets, including temperature boards.

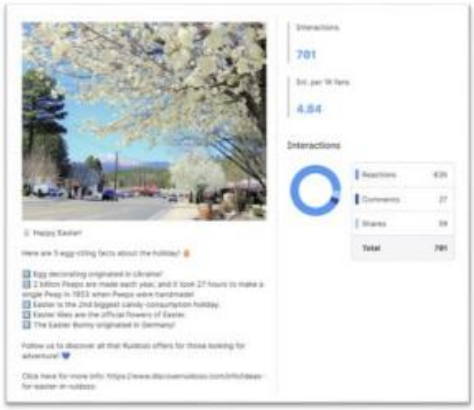
Q4 BILLBOARDS: CON'T

We created these new executions to promote the opening of Grindstone Lake on Memorial Day weekend.

Q4 EVENTS: APR-JUN 2026

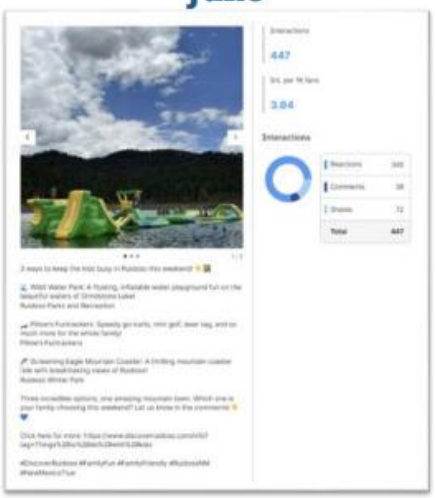
Q4: SOCIAL

April



May

June



Q4: DIGITAL

Ruidoso News

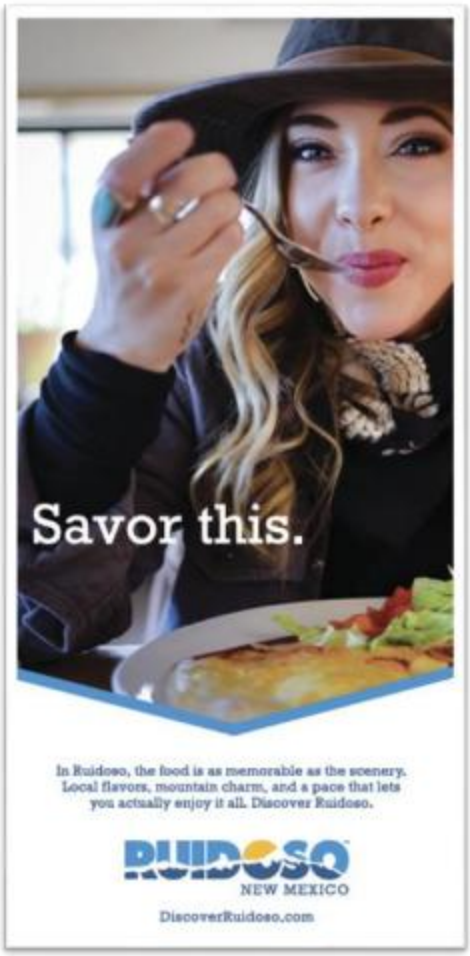
Military – Ft Bliss & HAFB

Go-NewMexico

Legacy Air Show

SkiNewMexico & Airport Ad

Q4: PRINT



Southwest Travel & Life – June/July

Q4: EMAIL

Spring Awakens in Ruidoso
Plan Your April Escape

Blossoms, Easter celebrations, live events, and cool mountain air—April is the perfect time to plan your Ruidoso getaway.

Dear Residents and Visitors,

April arrives gently in Ruidoso, with blossoms beginning to show, longer days stretching into golden evenings, and the mountain air carrying that unmistakable sense of renewal.

The pace softens just enough to savor it—morning walks along quiet trails, afternoons by the lake, and a calendar filling with Easter celebrations, live events, and the first hints of a vibrant season ahead.

Whether you're here for a peaceful reset or planning a spring escape, this month offers a thoughtful mix of outdoor beauty, local flavor, and

April

Summer Starts in Ruidoso: Fresh Air, Full Calendars, and Mountain Magic

May brings longer days, open trails, and a full lineup of summer events.

Dear Residents and Visitors,

May is when Ruidoso comes alive for summer—sunlight stretching a little longer, mountain air warming just enough, and the village settling into a rhythm that invites you outside. Trails are open, live music returns, and each weekend brings something new to discover.

Whether you're here for a quick escape or the start of a longer stay, this is where summer begins—easy, vibrant, and unmistakably Ruidoso.

May

Your Summer in Ruidoso Starts Here

Live music, mountain events, local experiences, and fresh reasons to plan your next Ruidoso getaway.

Dear Residents and Visitors,

Summer is settling into the mountains, and Ruidoso's seasonal calendar is filling with live music, community festivals, outdoor adventures, local dining, art, family activities, and cool evenings under the pines.

From Midtown events and Wingfield Park concerts to new experiences across the region, this month's tourism update highlights ways visitors and locals alike can make the most of the season in Ruidoso.

Explore upcoming events, discover what's new, and start planning your next mountain escape at DiscoverRuidoso.com.

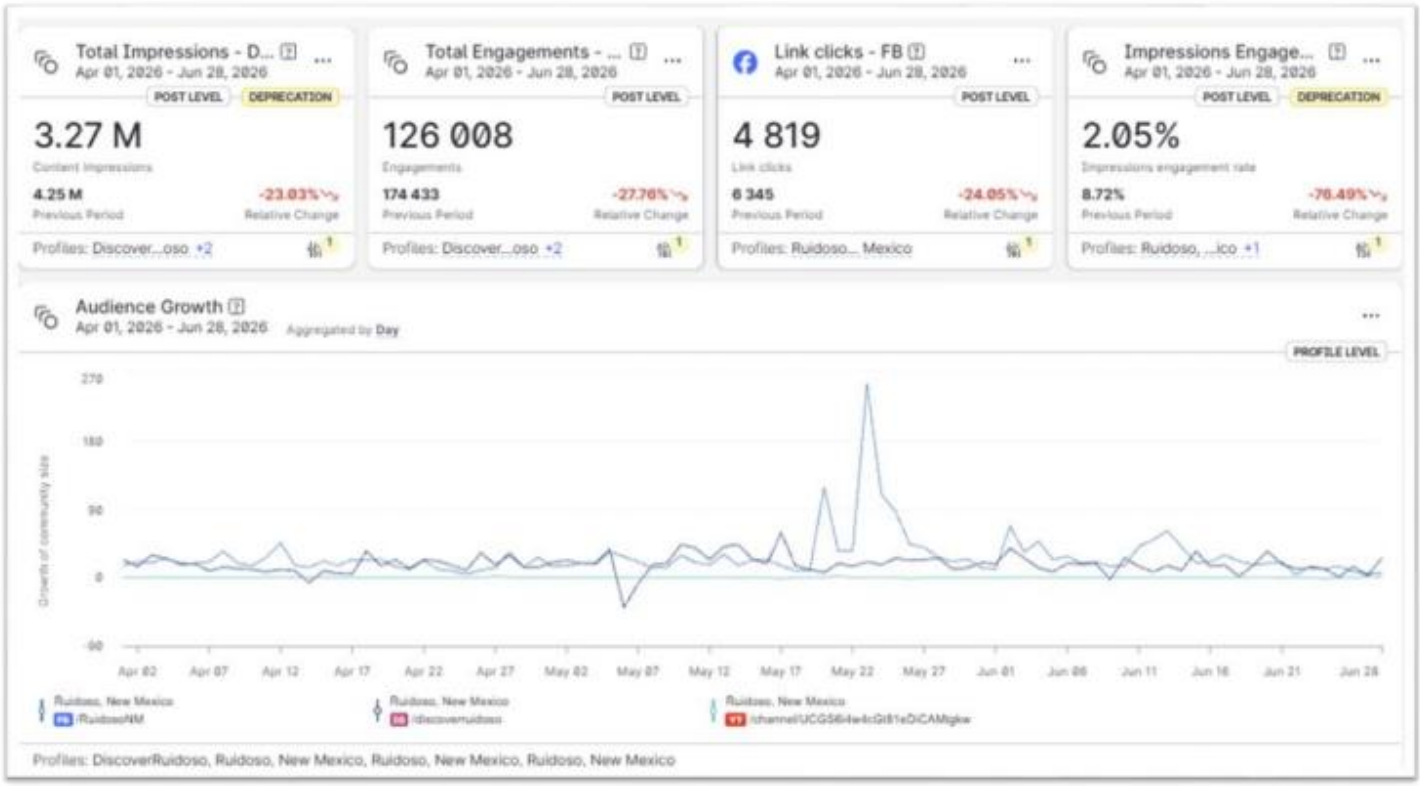
June

Q4: WEBSITE TOURISM

Updates to DiscoverRuidoso.com included:

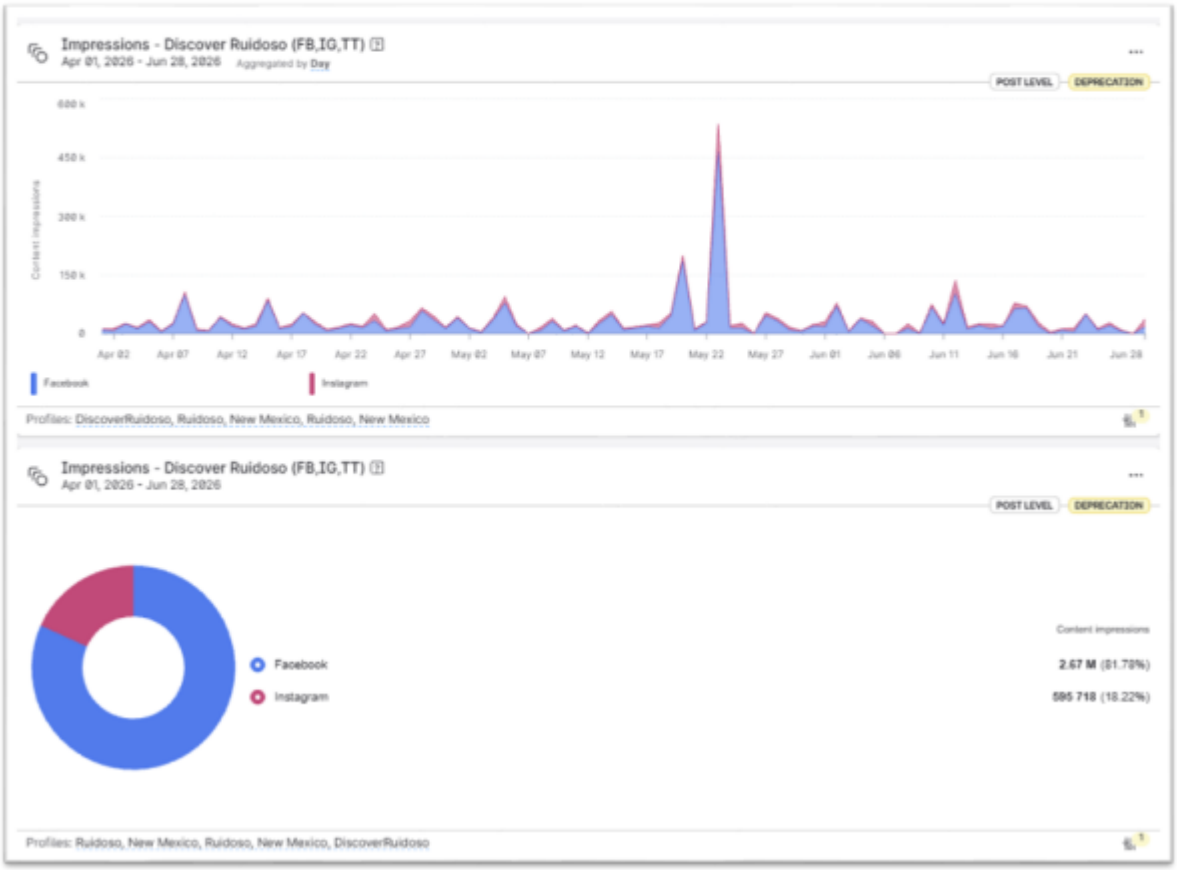
- Supported tourism website updates for summer travel and events, including IRONMAN 70.3 Ruidoso content, Eat Like an Athlete, event listings, Fourth of July information, Brewdoso sponsor updates, Fort Stanton LIVE, and visitor-facing notices.
- Added and updated Discover Ruidoso listings, calendar content, landing page copy, and tourism articles to keep visitor information current and improve search visibility.
- Supported Wingfield Heritage House Museum promotion through event listings, exhibit articles, holiday notices, and related tourism/municipal content updates.
- Helped maintain consistency across Village, Discover Ruidoso, KRUI, and campaign-specific pages so public information remains accurate, accessible, and easy to find.

SOCIAL OVERVIEW:
APR - JUN 2026



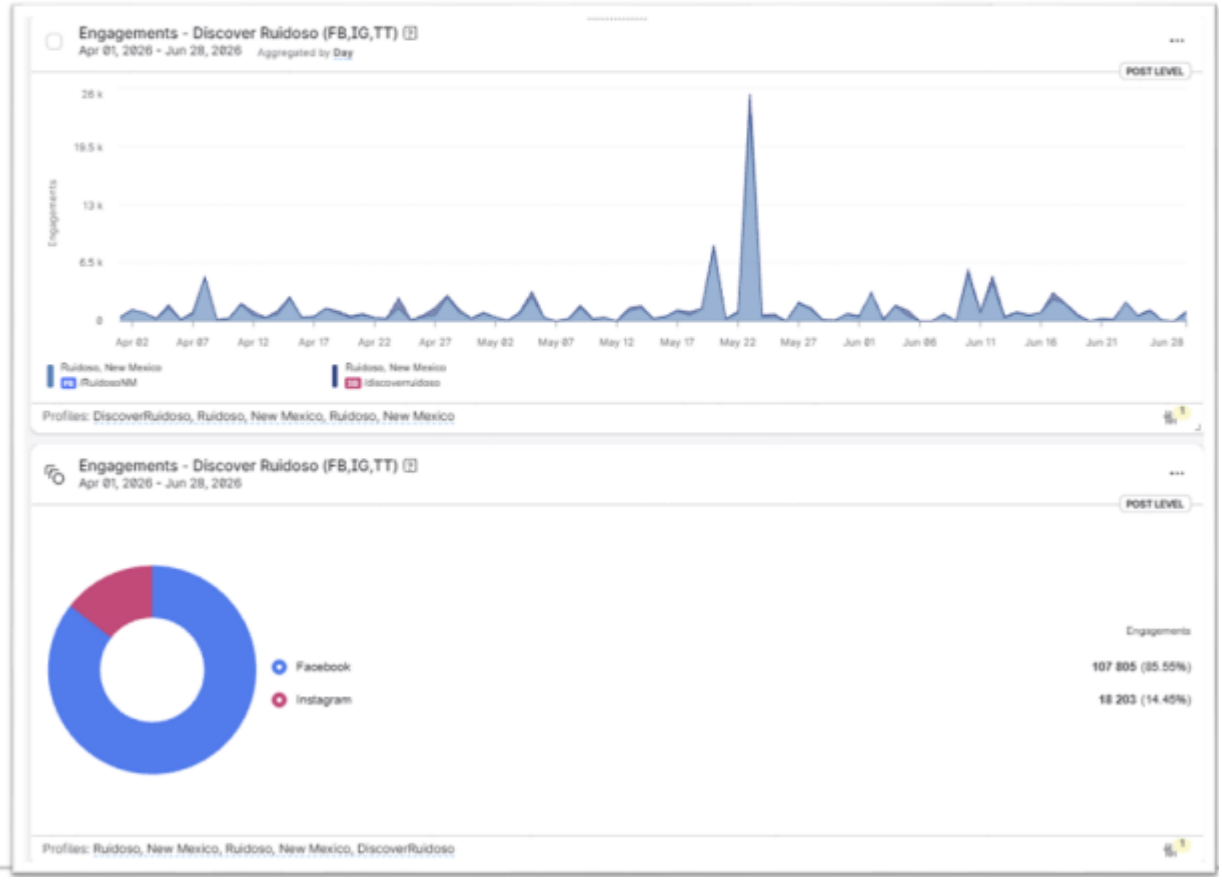
IMPRESSIONS: APR - JUN 2026

Tourism Social Sites

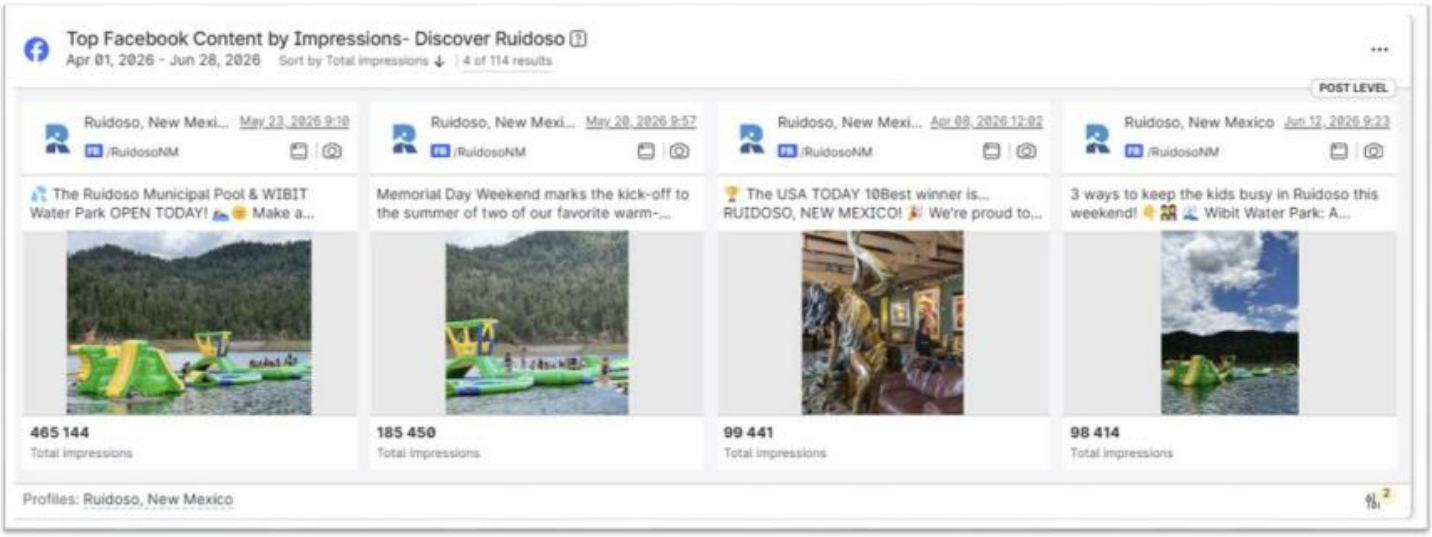


ENGAGEMENTS: APR - JUN 2026

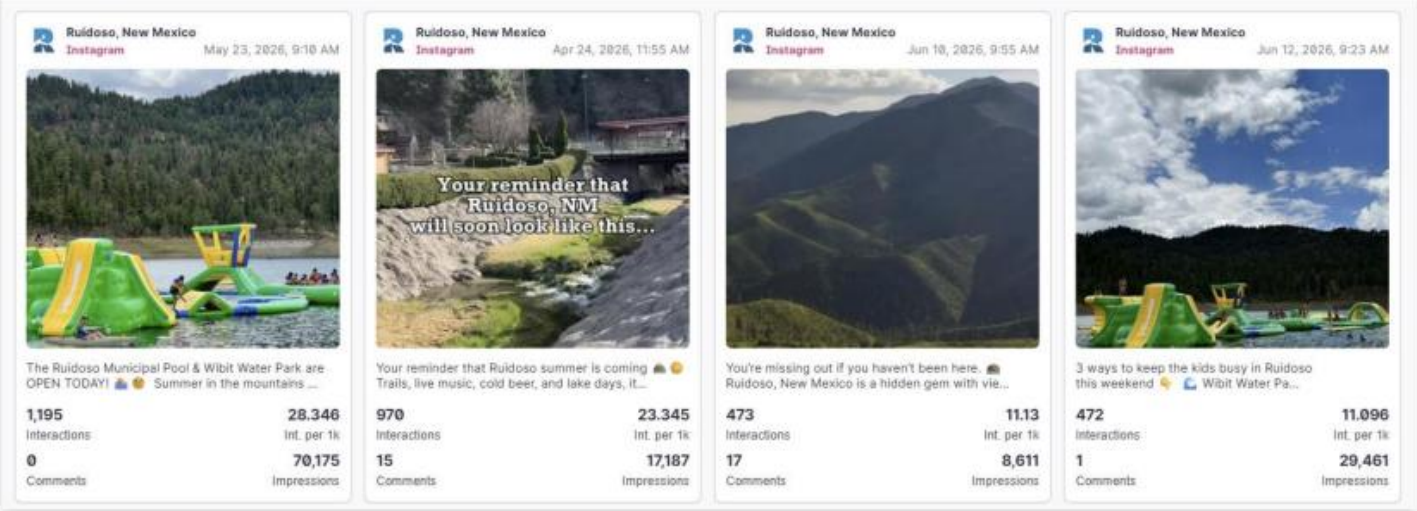
Tourism Social Sites



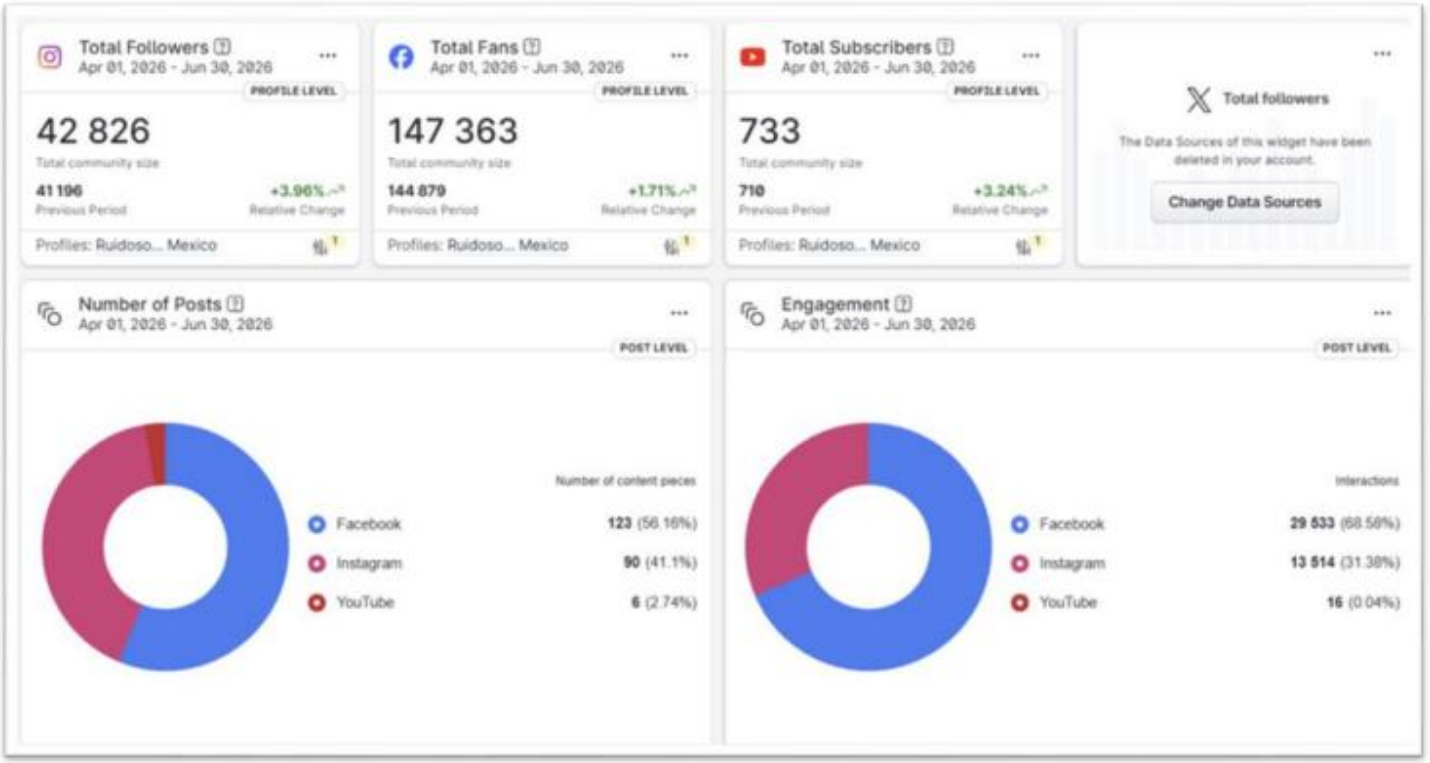
Q4: TOP PERFORMING FACEBOOK POSTS



Q4: TOP PERFORMING INSTAGRAM POSTS



Q4: FOLLOWERS BY PLATFORM

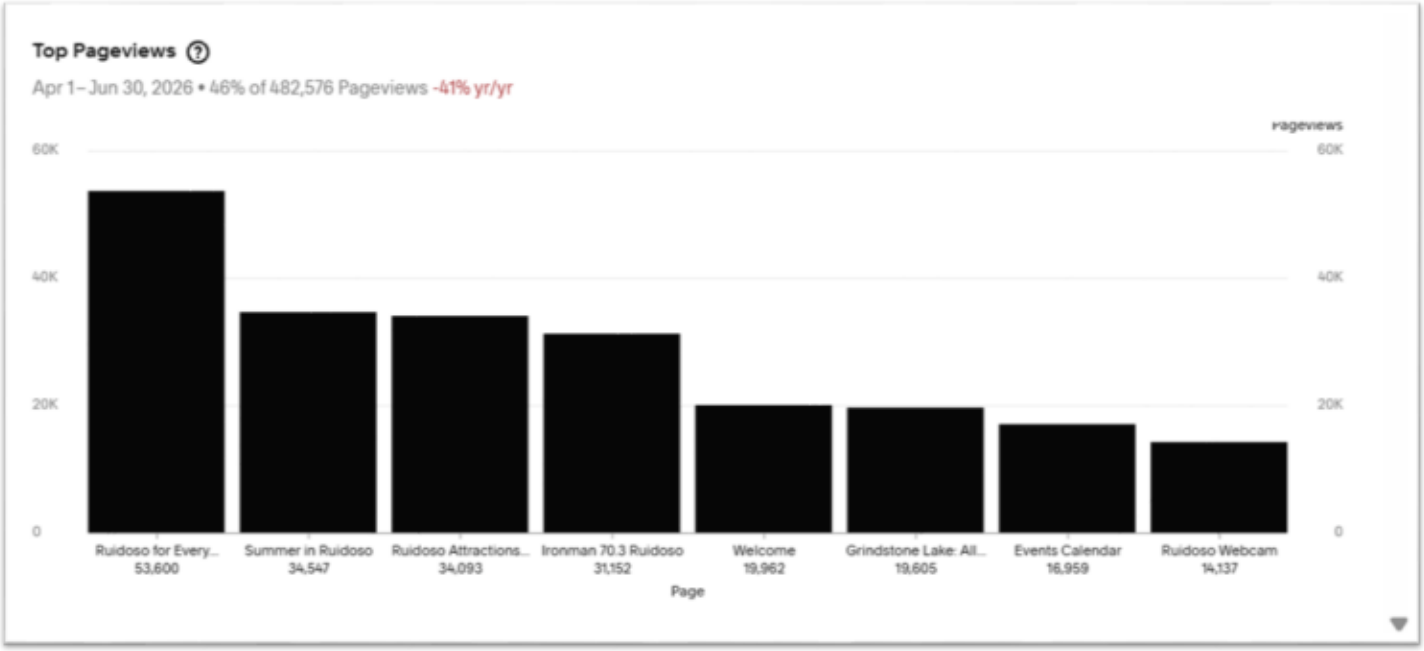


Q4: INSTAGRAM

Click to watch a reel.

TOURISM WEBSITE OVERVIEW: APR-JUN 2026

TOURISM WEBSITE PAGE VIEWS: APR-JUN 2026



TOURISM WEBSITE GEOGRAPHIC OVERVIEW: APR-JUN 2026

US United States	356,067 (94.5%)
Unknown	113,609
Texas	92,452
New Mexico	37,617
Arizona	24,350
California	13,329
Georgia	6,607
Illinois	5,972
Michigan	5,874
Florida	5,548
Ohio	
Colorado	
New York	
Maine	

Texas remains the leading source of traffic to our website. El Paso now surpasses Dallas in site visits, which can be attributed to our targeted marketing initiatives in the El Paso area.

Texas	92,452
El Paso	24,157
Others	9,317
Dallas	7,575
Lubbock	6,904
San Antonio	5,124

PR: APR-JUN 2026

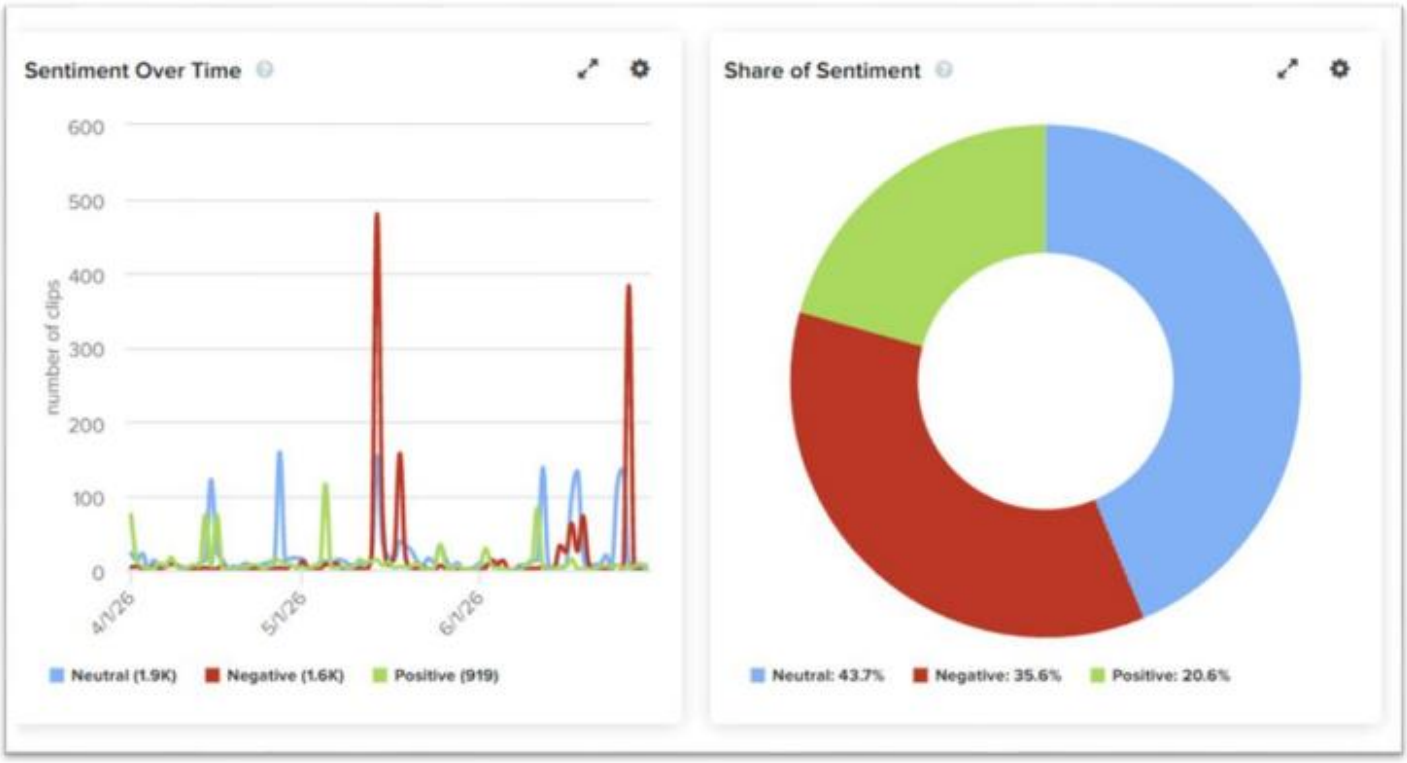
Total Mentions: Distribution of clips over time. Each clip counts as one mention

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.

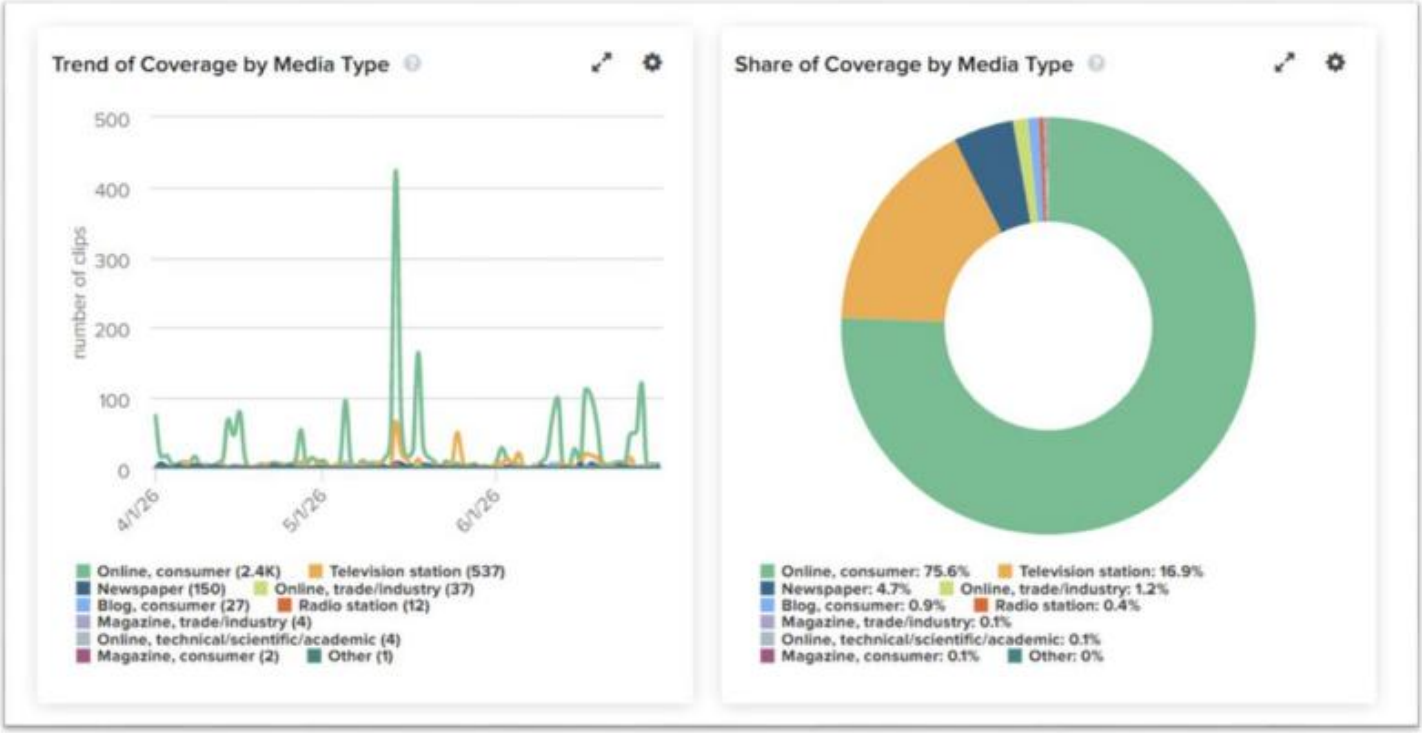
PR: APR-JUN 2026



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.

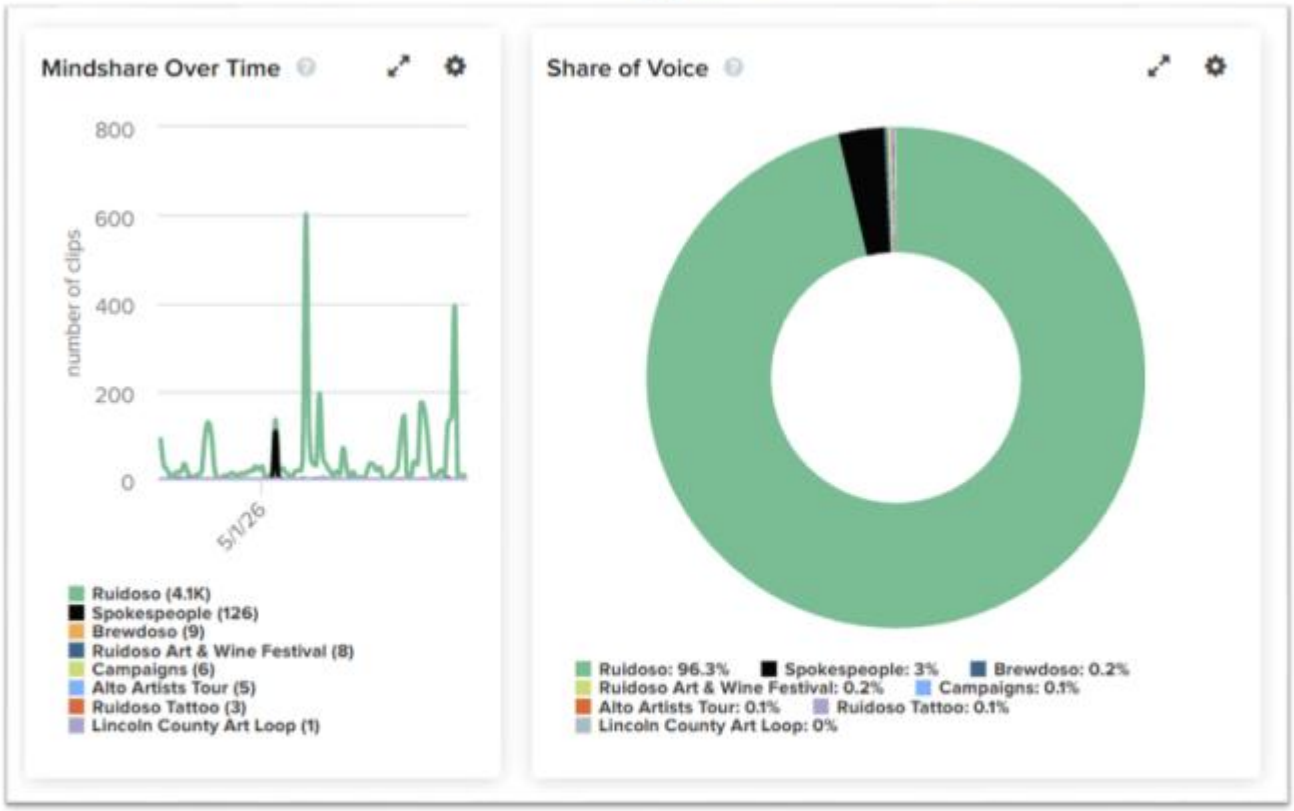
PR: APR-JUN 2026



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.

PR: APR-JUN 2026



Mindshare Over Time: Distribution of the companies mentioned in the collection of clips over time.

Share of Voice: Breakdown of the collection of clips based on the companies discussed within them.

TRANSLATION TOOL

Translation requests by site visitors on DiscoverRuidoso.com by quarter.

Q1 – 2,430
Q2 – 2,812
Q3 – 1,260
Q4 – 1,228

Q4 CO-OP ADS

NMTD CO-OP PROGRAM FY27 AWARD SUMMARY

Our NMTD Co-op Award for FY27 was announced on 5/22. We received a $755,859 media buy for our FY26/27 marketing.

It is a 2:1 match, so the VOR's share is $251,953 and the NMTD matches that with a $503,906 contribution.

Final round of FY26 Co-op began running in June.

Assets for first round of FY27 were submitted 7/1.

NM TRUE

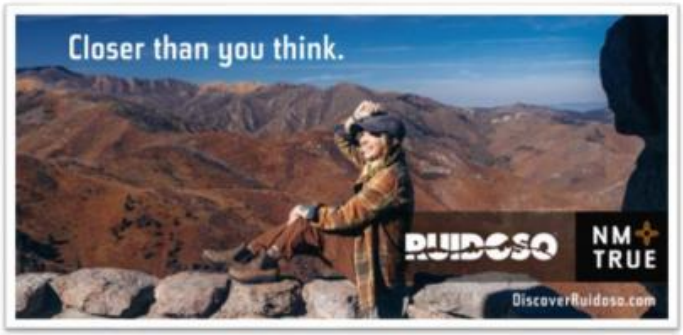
FY27 NM True Cooperative Marketing Program	
Organization Name:	Village of Ruidoso
Primary Contact:	Kerry Gladden
Email:	kerry@fotheagency.com
Phone:	575-937-2664

AWARD SUMMARY

Type	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/26	Partner $ Due 12/01/26
MMP	18	$755,859.00	$503,906.00	$251,953.00	$125,976.50	$125,976.50
FLEX	0	$0.00	$0.00	$0.00	N/A	N/A
Total	18	$755,859.00	$503,906.00	$251,953.00	$125,976.50	$125,976.50

Initiative	Details	#	Total $ Value	NMTD $	Partner $ Commitment	Partner $ Due 07/10/26	Partner $ Due 12/01/26
MMP AWARDS							
Regional Micro-Influencer Seasonal Destination (2 Seasons)	Details	1	$16,500.00	$11,000.00	$5,500.00	$2,750.00	$2,750.00
Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, NM Travel Intender Ads, Rich Media, Sponsored Content, YouTube, CTV	Details	3	$495,000.00	$330,000.00	$165,000.00	$82,500.00	$82,500.00
NM Travel Intender Ads (available as add-on to Package ONLY)	Details	1	$15,000.00	$10,000.00	$5,000.00	$2,500.00	$2,500.00
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
Oklahoma City 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 Print Ad (Full Page)	Details	1	$12,249.00	$8,166.00	$4,083.00	$2,041.50	$2,041.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	1	$14,820.00	$9,880.00	$4,940.00	$2,470.00	$2,470.00
Texas Monthly Print Ad (Full Page) + Digital & E-Newsletter	Details	3	$46,890.00	$31,260.00	$15,630.00	$7,815.00	$7,815.00
Dallas - D Magazine Print Ads (3X, Full Page) + Advertorial & Bonus E-Newsletter	Details	1	$20,250.00	$13,500.00	$6,750.00	$3,375.00	$3,375.00
405 Magazine Print Display Ads (3X Full Page) + E-Newsletter	Details	1	$9,150.00	$6,100.00	$3,050.00	$1,525.00	$1,525.00

CO-OP FY27 SNEAK PEEK



WATER DISTRIBUTION / WASTEWATER COLLECTIONS

Meter Readers
- Work Orders - 157
- Leaks - 32
- Maintenance & P&V
- Shut offs

Inspectors
- Locates 1st – 30th
  - Design Locates; 4
  - Emergency Locates; 28
  - Standard Locates; 119
  - Wide Area Locates- Reaffirm; 3
- Total locates for June 154

Sewer
- Rodded feet- 2800
  - 500 feet- Service lines
  - 2300 feet- Main lines
- Blockages- 9
  - Customer-4
  - VOR-5
- Repairs-5
  - Lines-3
  - Manhole-2
- Dye test-0
- Sewer Taps- 2

Water
- ¾ inch repairs – 3
- 2-inch line repair – 6
- 6-inch line repair – 3
- Fire hydrant repair – 1
- Meter can repair – 2

WATER PRODUCTION

Tank and Reservoir Levels/Diversions Flows/Important Items for Water Production

- **Eagle Creek Diversion –** Diverting – **0.0 gpm** into Alto Reservoir (Depends on the ntu's and availability).
- **Upper Canyon Diversion** – Diverting – **0 gpm** into Grindstone Reservoir (Hollywood staff gauge is at **3.36 cfs**)
- **Alto Lake to Plant 3** – **0 gpm**
- **Grindstone Reservoir level Elevation – 6908.05 – 9.95' (from spillway)**.
- **Grindstone Reservoir – 1170 acre-ft (7/03/26)**
- **Grindstone Reservoir Capacity – 1639.1 acre-ft (elevation – 6921.6)**

- **Grindstone Reservoir – 381,245,670 gallons (7/03/26)**
- **Grindstone Lake Temp – 68.58 F**
- **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 – 26.54' / 32.0' (Overflow)**
- **Country Club Tank – 34.17' / 40' (Overflow)**

Plant #4

- Grindstone Tank level (3 million) = **45.97' / 51.9' (Overflow)** (7/03/26).
- Raw Water - **564,000 gallons** (7/2/26.
- Water produced - **481,000 gallons** (7/2/26).
- Grindstone Produced 13,845,000 gallons of water in the month on June.
- Completed monthly fire extinguisher inspections at plant 4.
- Plant operators are adjusting polymer flow rates as needed.
- Actual % TOC removal was 32.1%. Using SUVA calculation for compliance
- 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.
- Working on weed maintenance and plant cleanup.
- Crews worked on plant cleanup and organization and safety items.
- Crew has been exercising and repairing prv's (Cree Meadows, Sandia, Transfer Station, Grindstone, Carrizo)

Plant #3

- West Alto Tank level (5 million each) = **55.97' / 57.8' (Overflow)** (7/03/26).
- East Alto Tank level (5 million each) = 54.29'
- Water production – 1,117,000 **gallons** (7/01/26).
- Raw water to plant – **1,163,000 gallons** (7/01/26).
- Plant 3 produced 28,328,000 gallons of water in the month of May.
- Alto Lake to Plant 3 – **0 gpm**
- Currently running Hollywood Well and High School Well to supplement production.
- Completed monthly fire extinguisher inspections at plant 3.
- Eagle Creek flow – **0 gpm**.
- Generator test (without load) is every Wednesday).
- Generator test (with load) is once a month.
- Actual % TOC removal was 93.8% reduction. Using actual calculation for compliance.
- Working on weed maintenance and cleanup at wells, tanks, and booster stations.
- Crews worked on safety items and plant cleanup and organization.
- Crews installed a hatch on the cover of the Duck Pond Diversion meter vault.
- Crews replaced the meters for the Brown well and Fault well.
- Coats pump and Supply repaired North Fork 4 Well on June 30th, we commissioned the VFD and fired up the well on July 1st.

Wells/Booster Stations & Misc. Items

- Performing weekly maintenance and pump rotations at pumphouses.

- Completed monthly fire extinguisher inspections at all pumphouses
- Monitoring PRV's daily and repairing as needed.
- Wells are being rotated and shut down when adequate surface water is available.
- Monitoring water level above the well pumps.

Projects

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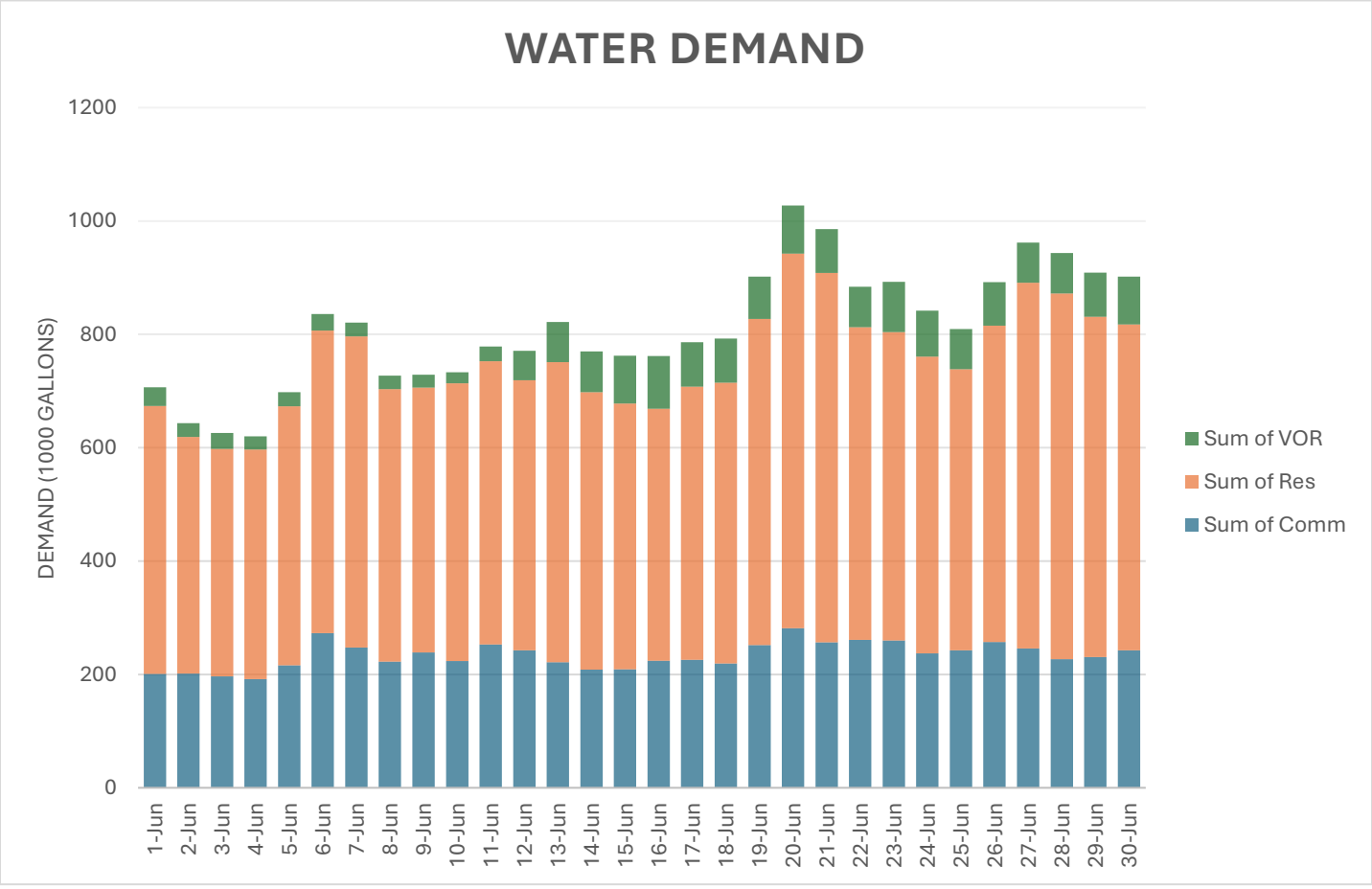
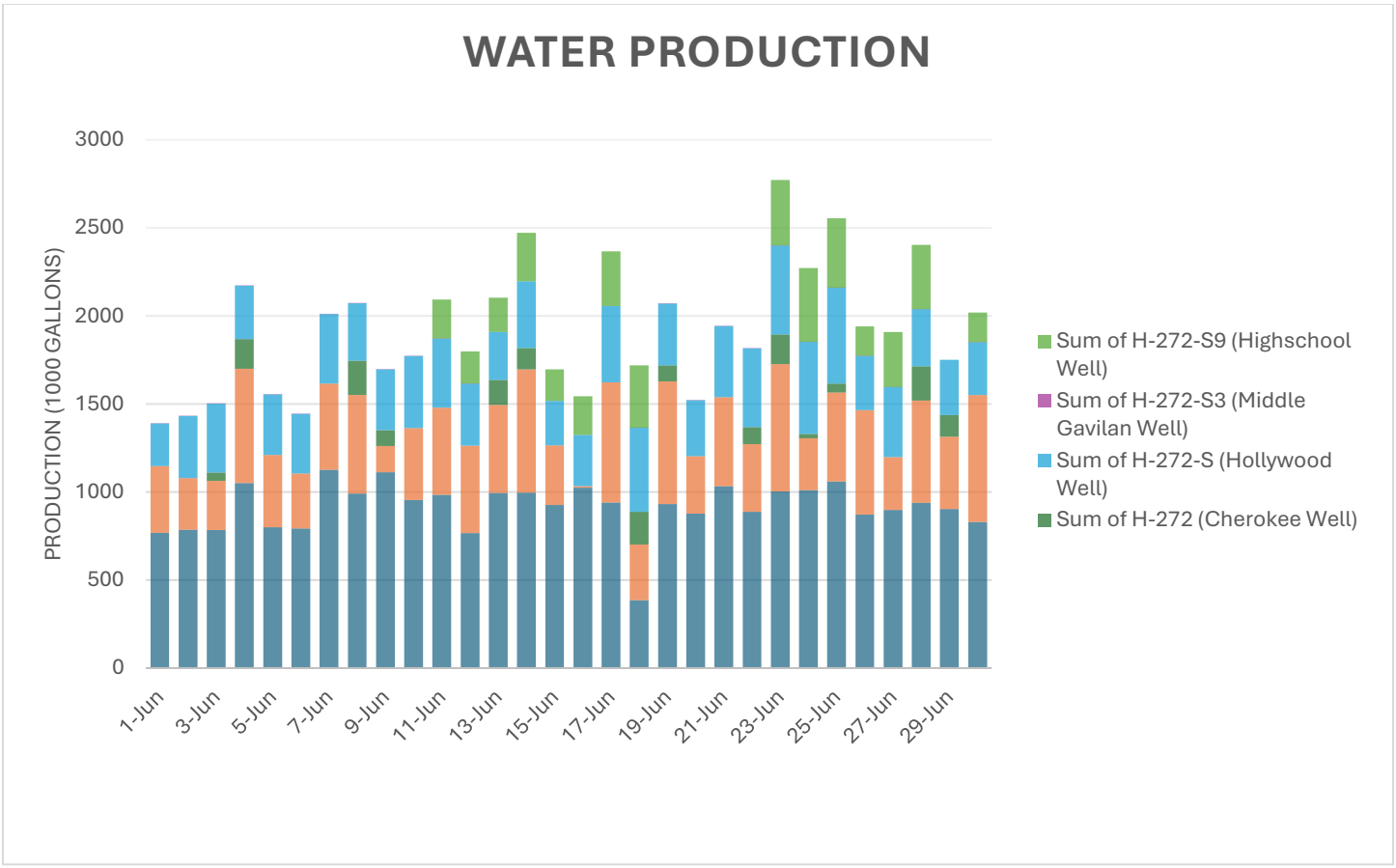
- Alto Lake Dam spillway and routing analysis – AECOM has received the signed task order and PO and have started working. We had a kickoff meeting on 06/16/2026, we will have an onsite meeting on 7/14/2026.
- Parkhill has begun design work on the Sierra Cinema Prv replacement. We had an onsite kick off meeting 06/23/2026.

NMED/EPA/OSE

- Completed (22) Bac-T sampling for June
- Completed June TOC samples for plant 3 & 4.
- Completed June SUVA samples for plant 3 & 4.
- Completed June TOCA samples for plant 3 & 4.

WATER RESOURCE





WINGFIELD HERITAGE HOUSE MUSEUM

June at the Wingfield Heritage House Museum:

- We opened a new temporary exhibit "Lines Across the Land: Maps of Ruidoso and New Mexico" which will be open through September.
- We hosted the Colonial America Family on the last Saturday of the month, with help from the Ruidosew Quilters and the Daughters of the American Revolution. We had over 50 people in attendance and had most of our commemorative quilt squares completed.
- Stephanie presented a program on historical photographs at the Ruidoso Public Library.
- June visitation was slow in the beginning and picked up later in the month. We had a 34% increase in general visitation over last year for the same month.

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 2.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: July 14, 2026

Re: Recognition of the Housing Hero Award Presented to Mayor Lynn Crawford by the New Mexico Manufactured Housing Association.

Item Summary:

Recognition of the Housing Hero Award Presented to Mayor Lynn Crawford by the New Mexico Manufactured Housing Association.

Financial Impact:

None

Item Discussion:

Four outstanding civic and public servant service and commitment to the Village of Ruidoso and the State of New Mexico during the 2024 Natural Disasters and rebuilding one of the finest places to live and visit in New Mexico and the world.

Recommendations:

None

AGENDA MEMORANDUM

Village of Ruidoso

VILLAGE MANAGER REPORT - 3.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: July 14, 2026

Re: Update on the Ruidoso Valley Chamber of Commerce Proposed Building Project - Deborah Douds and Leroy Smith

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Item Summary:

Update on the Ruidoso Valley Chamber of Commerce Proposed Building Project - Deborah Douds and Leroy Smith

Financial Impact:

None

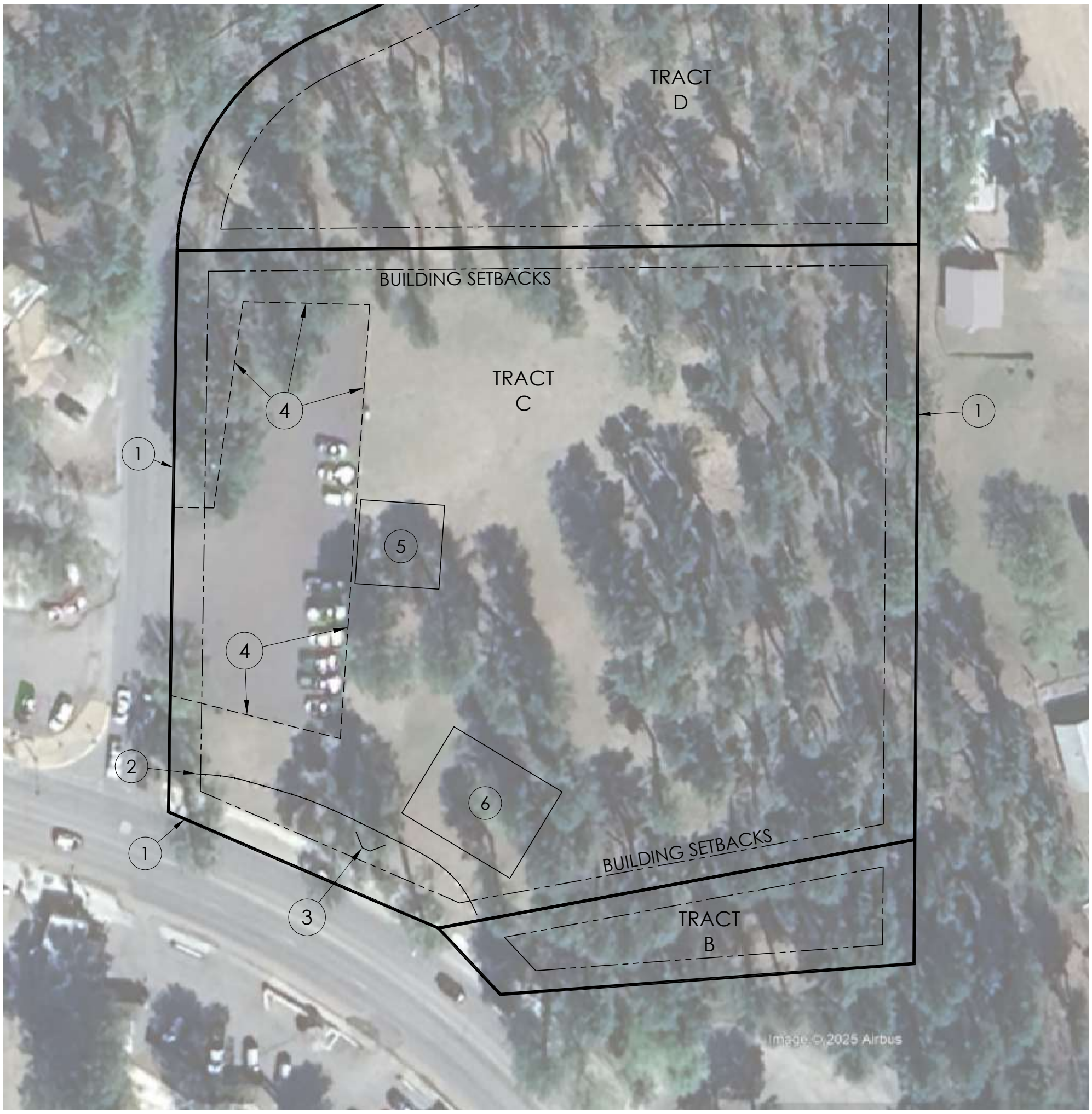
Item Discussion:

Update on the Ruidoso Valley Chamber of Commerce Proposed Building Project - Deborah Douds and Leroy Smith

Recommendations:

None

ATTACHMENTS:
RVCC building - preliminary development plan (sat map).pdf



1 / Sh1

DEVELOPMENT PLAN

SCALE 1"=50'

NOTES:

1) PROPERTY BOUNDARY, APPROXIMATELY ALIGNED WITH AERIAL IMAGE
2) APPROXIMATE LOCATION OF EXISTING LINE OF BOULDERS
3) APPROXIMATE LOCATION OF EXISTING MIDTOWN ASSOC. SIGN
4) APPROXIMATE LOCATION OF EXISTING PARKING AREA
5) APPROXIMATE LOCATION OF EXISTING BATHROOM BUILDING
6) PROPOSED LOCATION OF THE 48'x60' RVCC BUILDING

VoR SETBACKS FOR ZONE C-2:
FRONT: 20', SIDES & REAR: 10', CORNERS: 15', RESIDENTIAL BOUNDARY (EAST): 15'

ZONE C-2
PARKING SETBACKS:
ALL 4' EXCEPT 3' AT RESIDENTIAL AND CORNERS

YOUNGER DESIGN

DATE	9-JUN-2026
JOB NO.	26CE

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 1.

To:

Presenter(s): Cade Hall, Fire Chief

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-153, a Resolution Approving and Authorizing the Master Lease Agreement and Equipment Schedule No. 001 with Customers Commercial Finance, LLC Related to the Ferrara HD77 Ladder Truck/Quint.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-153, a Resolution Approving and Authorizing the Master Lease Agreement and Equipment Schedule No. 001 with Customers Commercial Finance, LLC Related to the Ferrara HD77 Ladder Truck/Quint.

Financial Impact:

The Village confirms that funds for the current fiscal year obligations under the lease have been or will be budgeted and appropriated from legally available funds in the principal amount of $1,622,595.00.

Item Discussion:

Acquisition of one Ferrara HD77 Ladder Truck/Quint from 411 Equipment, LLC in the principal amount of $1,622,595.00.

The Village approved the acquisition of one Ferrara HD77 Ladder Truck/Quint from 411 Equipment, LLC in the principal amount of $1,622,595.00.

The Mayor is authorized to sign the Master Lease Agreement, including Equipment Schedule No. 001 and all related documents necessary to complete the financing and acquisition of the ladder truck. The Village Manager, Village Clerk, Finance Director, Chief Procurement Officer, Fire Chief, and other appropriate Village officials are authorized to sign, certify, file, or deliver any related documents needed to complete the transaction.

Recommendations:

To Approve Adoption of Resolution 2026-153, a Resolution Approving and Authorizing the Master Lease Agreement and Equipment Schedule No. 001 with Customers Commercial

Finance, LLC Related to the Ferrara HD77 Ladder Truck/Quint.

ATTACHMENTS:
Resolution No. 2026-153.pdf
Master Equipment Lease Purchase Agreement- v2 clean.doc.pdf

VILLAGE OF RUIDOSO
RESOLUTION NO. 2026-153

A RESOLUTION APPROVING AND AUTHORIZING THE MASTER LEASE AGREEMENT AND EQUIPMENT SCHEDULE NO. 001 WITH CUSTOMERS COMMERCIAL FINANCE, LLC RELATED TO THE FERRARA HD77 LADDER TRUCK/QUINT

WHEREAS, the Village of Ruidoso provides fire protection, emergency response, and public safety services to the community; and

WHEREAS, the Village has determined that one Ferrara HD77 Ladder Truck/Quint is needed to fulfill the above described public safety services; and

WHEREAS, the Village has received a quote from 411 Equipment, LLC for the ladder truck in the amount of $1,622,595.00, utilizing CES Contract No. 2024-25-C115-ALL; and

WHEREAS, the Village desires to finance the ladder truck through Customers Commercial Finance, LLC under a Master Lease Agreement, together with Equipment Schedule No. 001 and related documents; and

WHEREAS, the Master Lease Agreement is subject to annual appropriation such that the Village is only obligated to make payments from legally available and properly appropriated funds.

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

1. The Village approves the acquisition of one Ferrara HD77 Ladder Truck/Quint from 411 Equipment, LLC in the principal amount of $1,622,595.00.

2. The Village approves the Master Lease Agreement with Customers Commercial Finance, LLC, including Equipment Schedule No. 001 and related documents, in substantially the form presented to the Governing Body.

3. The Mayor is authorized to sign the Master Lease Agreement, including Equipment Schedule No. 001 and all related documents necessary to complete the financing and acquisition of the ladder truck. The Village Manager, Village Clerk, Finance Director, Chief Procurement Officer, Fire Chief, and other appropriate Village officials are authorized to sign, certify, file, or deliver any related documents needed to complete the transaction.

4. The Village's payment obligations under the lease are payable only from legally available and properly appropriated funds. Nothing in this Resolution or the Master Lease Agreement, including Equipment Schedule No. 001 and related documents, creates a general obligation debt of the Village, pledges the Village's taxing power, or requires the Village to appropriate funds in any future fiscal year.

5. The Village confirms that funds for the current fiscal year obligations under the lease have been or will be budgeted and appropriated from legally available funds.

6. The Village confirms that the acquisition has been made in accordance with applicable procurement requirements using cooperative procurement through CES Contract No. 2024-25-C115-ALL.

7. The Acceptance Certificate shall be signed only after the ladder truck has been delivered, inspected, and accepted by the Village.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Ruidoso, New Mexico, this ____ day of _____, 2026.

_____
Lynn Crawford, Mayor

Attest:

_____
Yvonne Vigil, Village Clerk

INDEX TO LEGAL DOCUMENTS

BANK-QUALIFIED, APPROPRIATION-BASED

MASTER LEASE AGREEMENT

DATED JULY 16, 2026

BY AND BETWEEN

CUSTOMERS COMMERCIAL FINANCE, LLC

AND

VILLAGE OF RUIDOSO

Lease Documents:

Tab 1:	Master Lease Agreement
Tab 2:	Exhibit A -- Equipment Schedule
Tab 3:	Exhibit B -- Acceptance Certificate
Tab 4:	Exhibit C-1 -- Insurance Certification
Tab 5:	Copy of Insurance Certificate
Tab 6:	Exhibits C-2 & C-3 – Rider & Questionnaire for Self-Insurance (NOT Applicable)
Tab 7:	Exhibit D - Essential Use Certificate
Tab 8:	Exhibit E - Incumbency Certificate
Tab 9:	Exhibit F -- Opinion of Lessee's Counsel
Tab 10:	Exhibit G -- Bank Qualified Designation
Tab 11:	Exhibit H -- Tax Certificate
Tab 12:	Exhibit I – Reserved.
Tab 13:	Exhibit J: -- Resolution of Lessee
Tab 14:	UCC-1 - Financing Statement with attached Schedule A
Tab 15:	Form 8038-G
Tab 16:	Closing Memorandum/Payment Proceeds Direction
Tab 17:	Vendor Invoices, MSOs and Title Applications, and Bills of Sale or Vendor Contract, if applicable,

CUSTOMERS COMMERCIAL FINANCE, LLC

MASTER LEASE AGREEMENT NO. _____

This **MASTER LEASE AGREEMENT** (this "Agreement"), dated July 16, 2026 is made and entered into by and between **CUSTOMERS COMMERCIAL FINANCE, LLC**, a Pennsylvania limited liability corporation, as lessor ("Lessor"), and **VILLAGE OF RUIDOSO**, a body corporate and politic of the State of New Mexico, which is a political subdivision as defined under the Code, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below:

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (b) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which Lessee is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which Lessee is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Default Rate" means the lesser of 12% per annum, or the maximum rated permitted by law.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto and all proceeds thereof.

"Equipment Group" means all Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to an Equipment Group, the form of which is attached as Exhibit A.

"Escrow Account" means the equipment acquisition account, if any, established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means the escrow agent and, if applicable, any successor escrow agent identified under the Escrow Agreement for any applicable Lease hereunder.

"Escrow Agreement" means the Escrow Deposit Agreement, substantially in the form of Exhibit I hereto, or another mutually agreeable form of escrow agreement to be executed by and among Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule for the purchase price of the related Equipment Group, or reimburses Lessee for such purchase price or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid or payable with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure or unwillingness of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate or otherwise make available money for any Fiscal Year sufficient for the continued payment and/or performance by Lessee of all of Lessee's obligations under this Agreement or any Lease.

"Optional Prepayment Commencement Date" has the meaning set forth in the applicable Equipment Schedule.

"PATRIOT Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to or set forth in the applicable Equipment Schedule.

"Prepayment Price" has the meaning set forth in Section 5.2 hereof.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Sanction" or "Sanctions" means any and all sanctions administered or enforced by(a) the United States of America, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, or (b) any other governmental authority with jurisdiction over Lessee.

"Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (at the time of this Agreement, the Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea, Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctioned Person" means, at any time, (a) any person or entity listed in any Sanctions related list of designated persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or the U.S. Department of State, (b) any person or entity operating, organized or resident in a Sanctioned Country, (c) any person or entity owned or controlled by any such person, entity, persons, or entities described in the foregoing clauses (a) or (b), or (d) any person or entity otherwise the subject of any Sanctions.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Tax Agreement" means the Tax Agreement and Arbitrage Certificate relating to the Lease, executed by Lessee and delivered to Lessor, which shall be in the form of Exhibit H attached hereto.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

Exhibit A:	Equipment Schedule including Payment Schedule.
Exhibit B:	Acceptance Certificate.
Exhibit C-1:	Insurance Certification.
Exhibit C-2:	Self-Insurance Rider and Lessor Consent (if applicable).
Exhibit C-3:	Questionnaire for Self-Insurance (If applicable**),**
Exhibit D:	Essential Use Certificate (unless waived).
Exhibit E:	Incumbency Certificate.
Exhibit F:	Form of Opinion of Counsel to Lessee.

Exhibit G: Bank-Qualified Designation (if applicable).
Exhibit H: Tax Agreement and Arbitrage Certificate.
Exhibit I: Escrow Deposit Agreement (together with form of Certificate of Acceptance and Payment Request).
Exhibit J: Form of Resolution of the Governing Body of Lessee relating to each Lease.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of each item of equipment proposed to be subject to a Lease hereunder, including the cost and proposed vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. This Agreement is not intended to be, and should not be construed as, a commitment by Lessor to lease any equipment to Lessee or to enter into any Equipment Schedule.

Section 2.2. Conditions to Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor for an Equipment Group or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement for an Equipment Group by the Escrow Agent) until not less than five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit B hereto; (c) a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule, substantially in the form of Exhibit J attached hereto; (d) a Tax Agreement; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to Lessee substantially in the form of Exhibit F hereto, and, if required by Lessor for federal tax-exemption or bank-qualified treatment, a separate opinion of nationally recognized bond counsel or tax counsel, (j) an Essential Use Certificate, substantially in the form of Exhibit D attached hereto; (k) an Incumbency Certificate substantially in the form of Exhibit E attached hereto; (l) a Bank-Qualified Designation, if appliable, substantially in the form of Exhibit G attached hereto; (m) if the escrow procedure described in Section 2.4 hereof is utilized, the Escrow Agreement for such Equipment Group executed by Lessee and Escrow Agent; (n) if and to the extent applicable, Lessee shall have provided to Lessor documentation and other requested information in connection with applicable "know your customer" and Anti-Money Laundering Laws and regulations, including the PATRIOT Act, and (o) any other documents or items reasonably required by Lessor.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor, Lessee, and the Escrow Agent shall execute an Escrow Agreement substantially in the form of Exhibit I or such other form as may be mutually agreeable by the parties thereto; and (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group. Upon Lessor's receipt of the executed Escrow Agreement and Equipment Schedule and the satisfaction of all the disbursement requirements set forth in Section 2.2, each in form and substance satisfactory to Lessor, then Lessor shall promptly deposit an amount equal to the cost of the Equipment Group into the Escrow Account. The date on which all amounts are deposited by Lessor into the Escrow Account shall constitute the Funding Date and the amounts deposited shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.4.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination; provided, however, that Lessee's failure to provide such notice shall not extend the term of this Agreement beyond the last day of the Fiscal Year for which funds were appropriated for Rental Payments. In the event of termination of this Agreement as provided in this Section, Lessee shall comply, at its own expense and solely to the extent permitted by law, with Section 12.3, including the instructions from Lessor in accordance therewith. To the extent not prohibited by law, Lessee agrees that it shall not deliberately cause a Non-Appropriation so as to permit Lessee to terminate this Agreement or any Lease hereunder in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for the Equipment is intended.

Section 3.3. Effect of Termination. Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in any Fiscal Year following the Fiscal Year for which funds were last appropriated for Rental Payments. Notwithstanding the foregoing sentence, if Lessee has not complied with Section 12.3, including the instructions from Lessor in accordance therewith, Lessor may exercise its rights with respect to the Equipment as provided in this Agreement and applicable law; provided, however, that any damages, costs, expenses, attorneys' fees, or other monetary amounts payable by Lessee shall be payable solely from legally available and properly appropriated funds and shall not constitute a debt, mandatory payment obligation, or unconstitutional undertaking of Lessee in any Fiscal Year for which funds have not been appropriated.

Section 3.4. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule set forth on any Equipment Schedule. A portion of each Rental Payment is paid as Interest as specified in the applicable Payment Schedule. Interest shall begin accruing on the earlier to occur of the Funding Date or the Commencement Date (as defined on the applicable Equipment Schedule). Lessee authorizes Lessor to insert the due date of the first Rental Payment in the Payment Schedule. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute a mandatory payment obligation of Lessee in any Fiscal Year beyond the then current Fiscal Year of Lessee, nor an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. Except as otherwise provided in Section 3.2, Lessee's obligation to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional. Lessee shall make Rental Payments when due and perform its obligations hereunder, and shall not withhold any such payment or performance pending final resolution of any disputes. Lessee shall not assert any right of abatement, diminution, deduction, defense, set-off or counterclaim, for any reason, against its obligation to make such payments or perform such obligations. Lessee's obligation to make such payments and perform such obligations shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment (including condemnation), obsolescence of the Equipment, failure of the Equipment to be delivered or installed, or any defects, malfunctions, breakdowns or infirmities in the equipment. Subject to the provisions of Section 7.5 hereof, Lessee shall be obligated to continue to make payments

required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date on or after the Optional Prepayment Commencement Date for the then applicable Prepayment Price as set forth in the related Payment Schedule.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option to prepay not less than thirty (30) days prior to the Payment Date on which such option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to: (i) all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which such option shall be effective); (ii) the applicable amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date, and which amount may include a prepayment fee (collectively, the "Prepayment Price"); and (iii) any other amounts then due and owing, including, without limitation, any accrued but unpaid interest in the Prepayment Price. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect, unless waived by Lessor.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price and all other amounts then due and owing in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE (all such warranties being expressly disclaimed by Lessor), except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement, the Escrow Agreement, if any, the Tax Agreement, and each Lease.

(b) The execution and delivery of this Agreement, the Escrow Agreement, the Tax Agreement, and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, the Escrow Agreement, the Tax Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement, the Escrow Agreement, if any, the Tax Agreement, and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance (including, without limitation, any public bidding, open meeting, notice, and procurement requirements), or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with, result in the breach or violation of any term or provision of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the transactions contemplated by, or the enforceability of, this

Agreement, any Lease, or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. The Equipment described in the applicable Equipment Schedule is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement, the Escrow Agreement, the Tax Agreement, and the Lease, or in connection with the carrying out by Lessee of its obligations hereunder or thereunder, have been obtained. No State Board of Finance approval is required for Lessee's entry into this Agreement because the transaction does not constitute a sale, trade, or lease of real property under NMSA 1978, Section 13-6-2.1. Nothing in this Section shall be construed to waive or satisfy any approval that may be required under NMSA 1978, Section 13-6-2 for any future sale, transfer, or disposition of tangible personal property.

(i) Lessee has never failed to pay, or appropriate funds for the payment of, payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(j) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement, the Lease, and the Escrow Agreement, if any, and Lessee has experienced no adverse material adverse change in its financial condition since the date(s) of such information.

(k) Lessee has experienced no material adverse change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since the date of the most-recent audited financial statements of Lessee provided to Lessor.

(l) Lessee may be subject to suit for enforcement of its contractual obligations under this Agreement, subject to annual appropriation, the availability of legally available funds, and all constitutional, statutory, governmental-immunity, sovereign-immunity, procedural, and equitable limitations applicable to New Mexico local public bodies. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation, defense, or protection available to Lessee under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, or any other applicable law.

(m) Neither Lessee nor, to the knowledge of Lessee, any director, officer, employee or agent of Lessee is (i) a Sanctioned Person or (ii) located, organized or resident in a Sanctioned County. Lessee and, to the knowledge of Lessee, its directors, officers employees and agents are in compliance with all applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws in all material respects. Lessee has instituted and maintains policies and procedures designed to promote and achieve continued compliance with applicable Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid, and until Lessee has satisfied all of its payment and performance obligations hereunder in their entirety:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value, remaining useful life, or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(f) Upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(g) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time-to-time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

(h) Lessee shall comply with all Anti-Corruption Laws, Anti-Money Laundering Laws, and any applicable requirements relating to Sanctions. Lessee will not, directly or indirectly, use the Equipment or any amount made available for the acquisition of the Equipment, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person or entity in violation of Anti-Corruption Laws or Anti-Money Laundering Laws, or (ii) (A) to fund any activities or business of or with any Sanctioned Person or in any Sanctioned County, or (B) in any other manner that would result in a violation of Sanctions by any person or entity.

(i) Lessee will furnish Lessor (i) within 180 days after the end of each Fiscal Year of Lessee, a copy of its audited financial statements for such Fiscal Year, which audited financial statements shall include a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows, notes, schedules and any attachments to the financial statements; (ii) no later than 10 days prior to the end of each Fiscal Year (commencing with the current Fiscal Year), a copy of Lessee's current budget or other proof of appropriation for the ensuing Fiscal Year; (iii) promptly after Lessor's written request, a copy of any interim updates or modifications to Lessee's adopted budget and such other information relating to Lessee's ability to continue the Lease Term of each Lease for such Fiscal Year as may be reasonably requested by Lessor; (iv) promptly after Lessor's written request, information and documentation reasonably requested by Lessor for purposes of compliance with applicable "know your customer" requirements under the PATRIOT Act or other applicable Anti-Money Laundering Laws; and (v) promptly, but not later than 30 days after such information is available, after Lessor's written request, such other financial statements and information as Lessor may reasonably request, including, if applicable, but without limitation, any information relating to the measurement and verification of proposed or guaranteed energy savings. The financial statements described in clause (i)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(j) Nothing in this Agreement shall be construed as a waiver of any sovereign immunity, governmental immunity, statutory immunity, limitation of liability, notice requirement, damages cap, defense, or other protection available to Lessee under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, or any other applicable law. Lessee's payment and performance obligations under this Agreement remain subject to annual appropriation and the availability of legally available funds.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Agreement*. As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement delivered with respect to such Lease. By this reference each such Tax Agreement is incorporated in and made a part of this Agreement.

(b) *Event of Taxability*. If Lessor (i) receives notice, in any form, from the Internal Revenue Service, (ii) reasonably determines, based on an opinion of a nationally recognized independent tax counsel, that Lessor may not exclude, for any reason, any Interest (or portion thereof) paid under any Lease from its Federal gross income, or (iii) determines that any State financial institutions tax or Federal income tax change materially affects Lessor's anticipated yield (each, an "Event of Taxability"), Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest, costs, attorneys' fees and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its anticipated after-tax yield (as calculated by Lessor, and assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such anticipated after-tax yield to Lessor, which amounts shall be reflected in an updated Payment Schedule as provided by Lessor. Any amounts payable by Lessee under this Section shall be payable solely from legally available and properly appropriated funds and shall not constitute a debt, mandatory payment obligation, or unconstitutional undertaking of Lessee in any Fiscal Year for which funds have not been appropriated.

(c) *Loss of Bank Qualification.* Upon the occurrence of (i) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that this Agreement no longer qualifies as a "qualified tax exempt obligation" under Section 265(b)(3) of the Code, or (ii) the delivery to Lessor of a written opinion of nationally recognized bond counsel to the effect that this Agreement no longer qualifies as a "qualified tax exempt obligation" under Section 265(b)(3) of the Code (each such event, a "Bank Qualified Adjustment Date"), in addition to the amounts required to be paid pursuant to this Agreement, Lessee hereby agrees to pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest, costs, attorneys' fees and additions to tax (including all federal, state and local taxes imposed on the Interest due through the Bank Qualified Adjustment Date), will restore to Lessor its anticipated after-tax yield (as calculated by Lessor, and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the Bank Qualified Adjustment Date and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such anticipated after-tax yield to Lessor, which amounts shall be reflected in an updated Payment Schedule as provided by Lessor. This section 6.3(c) is only applicable for those Leases designated as Bank-Qualified. Any amounts payable by Lessee under this Section shall be payable solely from legally available and properly appropriated funds and shall not constitute a debt, mandatory payment obligation, or unconstitutional undertaking of Lessee in any Fiscal Year for which funds have not been appropriated.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or its assigns from liability in all events, with a coverage of not less than $1,000,000 per occurrence and either $3,000,000 aggregate for non-titled Equipment or $5,000,000/ aggregate for titled Equipment unless specified differently in the related Equipment Schedule, in form satisfactory to Lessor, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group, in form satisfactory to Lessor.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies*. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any cancellation or other material alteration in the coverage the insurer must provide written notice to Lessor. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and

lender loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or is assigns.

(b) *Self-Insurance*. With Lessor's prior written consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance*. Lessee shall deliver to Lessor prior to the delivery of Equipment, evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit C-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance Rider and Lessor Consent in the forms of Exhibit C-2 and Exhibit C-3 attached hereto, as applicable. Not less than 30 days' prior to the expiration of any insurance or discontinuation or alteration of any previously accepted program of self insurance. Lessee shall provide Lessor evidence of all modifications, renewals or replacements thereof.

(d) *Payment and Performance Bond.* If requested by Lessor, which will be solely in circumstances where the Equipment will not be fully delivered and accepted at the time of funding yet partial payment therefor has been or will be made by Lessor or from an Escrow Account, Lessee shall be required to obtain, or cause the Vendor to obtain, a payment and performance or other type of surety bond and dual obligee rider ("Bond") in form and substance and with such insurer as may be required by Lessor, and Lessee will keep such Bond in effect (or require the Vendor to keep such Bond in effect) and provide Lessor with a evidence of such Bond (and any applicable renewals thereof) at all times until the final Acceptance Certificate is delivered to Lessor. No disbursements from the Escrow Account will be permitted without evidence of such Bond having been delivered to Lessor.

Section 7.4. Risk of Loss. To the extent not prohibited by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance relating to any Lease hereunder, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee assumes responsibility for loss or damage to the Equipment and for claims arising from Lessee's possession, use, operation, storage, or maintenance of the Equipment, but only to the extent permitted by New Mexico law and only from legally available and properly appropriated funds or applicable insurance proceeds. Nothing in this Section shall require Lessee to indemnify, defend, release, or hold harmless Lessor or any assignee for claims, liabilities, damages, losses, costs, or expenses caused by the negligence, gross negligence, willful misconduct, unlawful conduct, or breach of this Agreement by Lessor or any assignee. Nothing in this Section shall be construed as a waiver of any sovereign immunity, governmental immunity, statutory immunity, limitation of liability, damages cap, notice requirement, defense, or other protection available to Lessee under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, or any other applicable law. Any provision or requirement of this Agreement determined to be illegal, invalid, or unconstitutional shall be stricken solely to the extent of such invalidity, with the remainder of this Agreement to remain in full force and effect.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage, destruction, or condemnation of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment in accordance with Section 6.2(b). If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair or taken by an exercise of eminent domain ("Damaged Equipment"), Lessee shall within thirty (30) days after such event and solely from Net Proceeds, legally available funds, and properly appropriated funds either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment (including by amendment to any related UCC-1 financing statement); or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (x) Lessee fails to notify Lessor; (y) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (z) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, in its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable from the Net Proceeds and any other legally available or proper appropriated funds. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to the course of action selected by Lessee under subsection (a) or (b) of this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, (i) use each item of Equipment solely in the conduct of Lessee's business, for the purpose for which such item was designed, in a careful and proper manner, and shall not permanently discontinue use of any item of Equipment; (ii) operate, maintain, service and repair the Equipment, and maintain all records and other materials relating thereto, (A) in accordance and consistent with (1) the Vendor's recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the Vendor or service provider, (2) the requirements of all applicable insurance policies, (3) all applicable laws, and (4) the prudent practice of other similarly situated parties as Lessee, but in any event, to no lesser standard than that employed by Lessee for comparable equipment owned or leased by it; and (B) without limiting the foregoing, so as to cause the Equipment to be in good repair and operating condition and in at least the same condition as when delivered to Lessee hereunder, but taking into account except for ordinary wear and tear resulting despite Lessee's full compliance with the terms hereof. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

Section 8.2. Taxes. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article or Section 7.1, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate from the date of the advance to the date of repayment; provided, however, that Lessee's obligation to repay any such advances shall be payable solely from legally available and properly appropriated funds and shall not constitute a debt, mandatory payment obligation, or unconstitutional undertaking of Lessee in any Fiscal Year for which funds have not been appropriated.

ARTICLE IX. TITLE

Section 9.1. Title. Except as may be modified on any Schedule hereto or solely if and to the extent as required by any laws of the State, during the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be vested in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee, subject to the leasehold rights, bailment, and/or security interest of Lessor under this Agreement; provided that, upon an Event of Default, Non-Appropriation, or other termination of a Lease prior to Lessee's payment of all Rental Payments through the end of the anticipated Lease Term or the applicable Prepayment Price, Lessee shall surrender possession of the Equipment to Lessor as provided in this Agreement, and Lessor may exercise its rights as a secured party with respect to the Equipment in accordance with this Agreement, the Uniform Commercial Code, and applicable New Mexico law. Any transfer of title to, sale of, or other disposition of Equipment belonging to Lessee shall be subject to all requirements of New Mexico law, including, to the extent applicable, NMSA 1978, Section 13-6-2, and any required approval by the Local Government Division of the Department of Finance and Administration. Lessee will execute and deliver such instruments as Lessor may reasonably request to evidence Lessor's rights in the Equipment, but only to the extent such instruments are permitted by applicable law and any required governmental approval has been obtained. Subject to the foregoing, Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

Upon receipt of all Rental Payments in good funds with respect to any Equipment Group, the Lease shall terminate

with respect to such Equipment Group and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE (all such warranties being expressly disclaimed by Lessor), except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

Section 9.2. Security Interest. Lessee hereby grants to Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto and all proceeds thereof (including without limitation any Net Proceeds, warranty payments and guaranteed energy or other savings payments) and in the Escrow Account (if any) in order to secure Lessee's payment of all Rental Payments and the performance of all other obligations. Lessee hereby authorizes Lessor to prepare and file such financing statements, supplements, and other such documents to establish and maintain Lessor's valid first priority lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first priority lien and perfected security interest. If requested by Lessor, Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request (at Lessee's sole cost and expense) to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, remaining useful life, function or use of the Equipment.

Section 9.4. Personal Property. Except as permitted by Lessor in writing in connection to any Equipment Schedules, the Equipment is and shall at all times be and remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee, including the size, design, capacity and manufacture of such Equipment, without the assistance of Lessor, its agents or employees. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. So long as no Event of Default or Non-Appropriation has occurred, Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee, Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor.

Section 10.3. Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANT-ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR EXISTENCE, FURNISHING, OR LESSEE'S USE OR MAINTENANCE OF THE EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT. Without limiting the foregoing, Lessor will not be responsible to Lessee or any other person with respect to, and Lessee agrees to bear sole responsibility

for, any risk or other matter that is the subject of Lessor's disclaimer; and Lessor's agreement to enter into this Agreement and any Lease is in reliance upon the freedom from and complete negation of liability or responsibility for the matters so waived or disclaimed herein or covered by the indemnity in this Lease.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will, if requested by Lessor, acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement and each Lease:

(a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor (other than by reason of Non-Appropriation).

(b) Lessee's failure to maintain insurance as required by Article VII.

(c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.

(d) Any statement, representation or warranty made by Lessee in this Agreement, the Tax Agreement, or the Escrow Agreement, if any, was incorrect, misleading, untrue or breached in any material respect when made.

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding.

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

(g) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

Section 12.2. <u>Remedies upon Event of Default</u>. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments due during the current Fiscal Year (together with the then applicable Prepayment Price) immediately due and payable by Lessee, whereupon such Rental Payments and Prepayment Price shall be immediately due and payable, together with

interest at the Default Rate, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.).

(b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment under this Agreement by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for all actual and reasonable accrued costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession or any subsequent sale, lease or sublease of the Equipment. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule, but solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). Regardless of the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year. Lessor's repossession rights shall be exercised only to the extent permitted by applicable New Mexico law and without breach of the peace.

(c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs associated with causing the Equipment to meet the standards and condition specified in Sections 8.1 and Section 12.3, (iii) all expenses incurred in completing the disposition; (iv) any sales or transfer taxes; (v) the applicable Prepayment Prices of the Equipment Groups; (vi) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect: and (vii) interest on any of the foregoing at the Default Rate. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv), (v), (vi) and (vii) have been met shall be paid to Lessee.

(d) Lessor may provide written notice of the occurrence of an Event of Default to the Escrow Agent under any related Escrow Agreement, and the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the escrow fund established thereunder.

(e) Lessor may take any other remedy available at law or in equity with respect to such Event of Default, including specific performance or other enforcement of Lessee's non-monetary obligations, but only to the extent permitted by applicable law. Lessee shall pay actual reasonable attorneys' fees and other costs and expenses incurred by Lessor in enforcing any remedy permitted hereunder, together with interest at the Default Rate, solely from legally available and properly appropriated funds. Nothing in this Section shall authorize any remedy that would compel Lessee or its governing body to appropriate funds for a future Fiscal Year or create a debt, mandatory payment obligation, or unconstitutional undertaking.

(f) Each of the foregoing remedies is cumulative and may be enforced separately or concurrently and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement. All monetary damages and/or payment remedies set forth in this Article XII, shall be payable solely from properly appropriated, legally available, or other funds designated for such purposes (e.g. insurance proceeds, warranty payments, self-insurance, reserve or sinking funds, etc.). In no event shall the rights and remedies herein constitute a debt, illegal or unconstitutional undertaking of Lessee or its governing body.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may exercise its rights with respect to the Equipment to the extent permitted by applicable law and without breach of the peace, and may charge Lessee the actual and reasonable costs of repossession solely from legally available and properly appropriated funds. Upon termination of this Agreement in accordance with Article III or Article XII hereof, Lessor may exercise its rights with respect to the Equipment as set forth in Section 9.1 and applicable New Mexico law.

Section 12.4. Late Payments; Default Rate. If any Rental Payment or other amount due hereunder is not received within ten (10) days of its regularly scheduled or invoiced due date, then such amounts will be subject to a late fee equal to five percent (5%) of the Rental Payment or invoiced amount. Upon the occurrence of an Event of Default, the Rental Payments and other payment obligations of Lessee hereunder will bear interest at the Default Rate. This Section is only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or such other documents, instruments, statements, certificates in connection with the transactions contemplated hereby, and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Waiver of Jury Trial. EXCEPT AS PROHIBITED BY THE LAWS AND/OR CONSTITUTION OF THE STATE, LESSOR AND LESSEE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

Section 13.11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Agreement. It is also agreed that separate counterparts of this Agreement may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the

appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be sent, stored and received by electronic means.

Section 13.12. PATRIOT Act. Lessor notifies Lessee that, pursuant to the requirements of the PATRIOT Act, it may be required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the PATRIOT Act.

Section 13.13. Disclosure of Documents to Municipal Securities Rulemaking Board. In the event Lessee delivers or permits, authorizes or consents to the delivery of this Agreement or the other documents relating to any Lease (the "Lease Documents") to any person or entity for delivery to the Municipal Securities Rulemaking Board, prior to such delivery Lessee agrees that it shall redact such information specifically relating to Lessor, including the following sensitive or confidential information about Lessor: address and account information of Lessor or any affiliates, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories of Lessor. Only such copy of the Lease Documents reflecting such redacted material shall be delivered to the Municipal Securities Rulemaking Board. Lessee acknowledges and agrees that Lessor is not responsible for Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure undertaking, similar agreement or applicable securities or other laws, including but not limited to those relating to Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended.

Section 13.14. Role of Lessor. Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. Lessor has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Lessee (including to any financial advisor or any placement agent engaged by Lessee) with respect to the structuring, issuance, sale or delivery of this Agreement. Lessor has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to Lessee with respect to the transactions relating to the structuring, issuance, sale or delivery of this Agreement and the discussions, undertakings and procedures leading thereto. Each of Lessee, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Agreement from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. The undersigned expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to Lessee's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to Lessee's financial advisor or placement agent, with respect to any such matters. The transactions between Lessee and Lessor are arm's length, commercial transactions in which Lessor is acting and has acted solely as a principal and for its own interest and Lessor has not made recommendations to Lessee with respect to the transactions relating to this Agreement.

[*Remainder of Page Intentionally Left Blank*]

EXECUTION PAGE OF MASTER LEASE AGREEMENT NO. _____

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

VILLAGE OF RUIDOSO,
Lessee

By:_____
Name: Lynn Crawford
Title: Mayor

Date: _____

Address: 313 Cree Meadows Drive
Ruidoso, New Mexico 88345

Telephone: 575-258-4343
Facsimile: 575-257-4550
E-mail: LynnCrawford@ruidoso-nm.gov

Invoices:

Billing phone/contact (if different): Accounts Payable

E-Mail please 45 days prior to:
accountspayable@ruidoso-nm.gov

Mail please 45 days prior to:

Address: Same as above.

CUSTOMERS COMMERCIAL FINANCE, LLC
Lessor

By: _____
Name: Donald S. Keough
Title: Senior Managing Director

Date: _____

Address: 600 Washington Avenue, Suite 305
Towson, MD 21204

Telephone: 443-750-2572
Facsimile: E-mail: dkeough@customersbank.com

Counterpart No. [_____] of two manually executed and serially numbered counterparts. To the extent that this Master Lease Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A: LEASE SCHEDULE

EQUIPMENT SCHEDULE 001 DATED JULY 16, 2026

This Equipment Schedule 001 dated July 16, 2026 (this "Equipment Schedule") is made to and part of that certain Master Lease Agreement dated July 16, 2026 (the "Master Agreement," and together with the Equipment Schedule, the "Lease"), by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Village of Ruidoso, as lessee (the "Lessee") and the terms, conditions and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules or if they are expressly superseded in this Equipment Schedule) are hereby incorporated into this Equipment Schedule by reference and made a part hereof. The Lease is a separate and individual instrument of lease.

1. DESCRIPTION OF THE EQUIPMENT:

Equipment shall consist of those units or items of equipment as set forth below and/or as may be accepted by Lessee and financed hereunder, together with all embedded software, replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the "Equipment") pursuant to that "Vendor Contract" (as described below) between each respective "Vendor" and Lessee, which is and financed by the Lease.

Quantity	Equipment Description (with VIN and MSN)	Unit Cost	Total Cost	Vendor Name and Contract/Invoice	Location
1	Ferrara HD77 Ladder Truck (Quint)—See Accept Cert.	1,622,595.00	1,622,595.00	411 Equipment, LLC	Station #1
	Closing Costs		0.00		
	TOTAL LEASE PROCEEDS:		**1,622,595.00**		

2. EQUIPMENT LOCATION: The Principle Garaged Location of the Equipment is at Fire Station No. 1 located at 541 Sudderth Drive, Ruidoso, New Mexico 88345; provided, however, that the Equipment may, from time to time, be temporarily moved anywhere in the County of Lincoln or surrounding areas for use by the Lessee in providing joint fire firefighting or other emergency services to the residents of the State of New Mexico.

3. PAYMENT SCHEDULE: The Rental Payments shall be made for the Equipment as follows:

PAYMENT NUMBER	DATE DUE	TOTAL RENTAL PAYMENT DUE	INTEREST COMPONENT	PRINCIPAL COMPONENT	PREPAYMENT PRICE*
0	07/16/2026	0.00	0.00	0.00	1,655,046.90
1	07/16/2027	211,052.88	82,590.09	128,462.79	1,524,014.85
2	07/16/2028	211,052.88	76,051.33	135,001.55	1,386,313.27
3	07/16/2029	211,052.88	69,179.75	141,873.13	1,241,602.68
4	07/16/2030	211,052.88	61,958.41	149,094.47	1,089,526.32
5	07/16/2031	211,052.88	54,369.50	156,683.38	929,709.27
6	07/16/2032	211,052.88	46,394.32	164,658.56	761,757.54
7	07/16/2033	211,052.88	38,013.20	173,039.68	585,257.07
8	07/16/2034	211,052.88	29,205.48	181,847.40	399,772.72
9	07/16/2035	211,052.88	19,949.44	191,103.44	204,847.21
10	07/16/2036	211,052.88	10,222.28	200,830.60	0.00
GRAND TOTALS		2,110,528.80	487,933.80	1,622,595.00	

* *Assumes that all rental payments and other amounts due on and prior to that date have been paid.*

4. INTEREST RATE: 5.090 %

5. **COMMENCEMENT DATE**: July 16, 2026. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

6. **SCHEDULED LEASE TERM**: 120 months.

7. **OPTIONAL PREPAYMENT COMMENCEMENT DATE**: July 16, 2027.

8. **FISCAL YEAR:** Lessee's current Fiscal Year extends from July 1, 2026 through June 30, 2027.

9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Agreement and the Tax Agreement are true and correct as though made on the date of execution of this Equipment Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease during Lessee's current Fiscal Year. Funds for making Rental Payments are expected to come from the General Fund of Lessee.

10. **ESSENTIAL USE:** The Equipment will be used by the following governmental agency department for the specific purpose of: providing firefighting, emergency medical and other emergency or public safety services to the residents of Ruidoso, New Mexico and the surrounding areas. This Equipment is chosen for its efficiency and reliability as it is expected to last for 20 years and is replacing 20+ year old equipment currently providing a similar functionality. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee, and such need is neither temporary, nor expected to diminish during the Lease Term. The Equipment is expected to be used by Lessee for a period in excess of the Lease Term.

[*Signature Pages to Follow*.]

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS EQUIPMENT SCHEDULE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

VILLAGE OF RUIDOSO as Lessee	CUSTOMERS COMMERCIAL FINANCE, LLC as Lessor
By:_____ Name: Lynn Crawford Title: Mayor	By:_____ Name: Donald S. Keough Title: Senior Managing Director

Counterpart No. [_____] of two manually executed and serially numbered counterparts. To the extent that this Equipment Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under Equipment Schedule No. 001 dated July 16, 2026 (the "Equipment Schedule") to that certain Master Lease Agreement dated July 16, 2026 (the "Master Agreement" and together with the Equipment Schedule, the "Lease"), by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Village of Ruidoso, as lessee (the "Lessee"), acknowledges receipt in good condition those certain units of the Equipment described in the Lease and more specifically listed on Annex I hereto as of the Acceptance Date set forth below. Capitalized terms used herein without definition shall be given their meaning in the Lease.

1. The units of Equipment listed on Annex I hereto represent a portion of the Equipment listed on the Equipment Schedule and to be acquired under the Lease. By its execution hereto, Lessee represents and warrants that: (1) the Equipment listed on Annex I hereto has been delivered, installed and accepted on the date hereof; and (2) it has conducted such inspection and/or testing of the Equipment listed on Annex I hereto as it deems necessary and appropriate and hereby acknowledges that it unconditionally and irrevocably accepts the Equipment listed in Annex I hereto for all purposes. Lessee confirms that it will commence or continue to make Rental Payments in accordance with the terms of the Lease. Copies of invoices, proof of payment (if applicable), reimbursement resolutions (if applicable), and purchase orders and/or agreement have been attached with Annex I hereto. As applicable, the following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, MSOs, or Certificates of Title, designating Lessor as first position lienholder, and (c) any other evidence of filing or documents attached hereto.

2. Lessee hereby certifies and represents to Lessor as follows: (i) the representations and warranties in the Lease are true and correct as of the Acceptance Date; (ii) the Equipment is covered by insurance in the types and amounts required by the Lease; (iii) no Event of Default or Non-Appropriation, as those terms are defined in the Lease, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or a Non-Appropriation, has occurred and is continuing on the date hereof; and (iv) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease during Lessee's current Fiscal Year.

3. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

4. IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. **Final Acceptance Certificate**. The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease. Lessee certifies that upon payment in accordance with paragraph 3 above, or direction to Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease.

Accepted and certified this _____ day of _____, 20___ ("Acceptance Date").

VILLAGE OF RUIDOSO, as Lessee

By: _____
Name: Lynn Crawford
Title: Mayor

ANNEX I TO ACCEPTANCE CERTIFICATE

Payee	Vendor/ Manufacturer	Invoice or PO No.	VIN or MSN	Equipment Description	Location	Cost
411 EQUIPMENT, LLC, 7324 4TH STREET NW, LOS RANCHOS, NM 87107	FERRARA (MANUFACTURER); VENDOR IS PAYEE		[INSERT VIN]	FERRARA HD77 LADDER TRUCK (QUINT) WITH 500 GA WATER AND 20 GA FOAM TANKS AND NFPA 1900 EQUIPMENT	FIRE STATION #1, 541 SUDDERTH DRIVE, RUIDOSO, NEW MEXICO 88345	$1,622,595.00

EXHIBIT C-1

INSURANCE CERTIFICATION

In connection with Equipment Schedule 001 dated July 16, 2026 to that certain Master Lease Agreement dated July 16, 2026, Village of Ruidoso, as lessee (the *"Lessee"*) certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: NM Self Insurance Fund
Contact Person: Allan Fugler
Address: 1229 Paseo De Peralta, Santa Fe, NM 87501
Phone: 505-629-2183
E-mail: afugler@nmsif.org
to issue:

Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with minimum policy limits of $1,000,000/occurrence and $5,000,000/aggregate. The policy should be endorsed to name Customers Commercial Finance, LLC, and its successors and assigns as additional insureds.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Equipment Schedule in an amount not less than the greater of $1,625,000.00 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Customers Commercial Finance, LLC, and its successors and assigns as lender loss payees with respect to such Equipment.

The required insurance should also be endorsed to give Customers Commercial Finance, LLC at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Customers Commercial Finance, LLC shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Customers Commercial Finance, LLC prior to and/or commensurate with the Acceptance Date and Commencement Date of the Lease. Proof of coverage will be mailed to: Customers Commercial Finance, LLC, Attn: Don Keough at 600 Washington Avenue, Suite 305, Towson, MD 21204 or sent via e-mail to dkeough@customersbank.com .

Very truly yours,

VILLAGE OF RUIDOSO, as Lessee

By: _____
Name: Lynn Crawford
Title: Mayor

TAB 5

INSURANCE CERTIFICATE LISTING LESSOR AS AN ADDITIONAL INSURED AND LOSS PAYEE

EXHIBITS C-2 AND C-3

Reserved—Not applicable.

EXHIBIT D

ESSENTIAL USE CERTIFICATE

Reserved—Covered in Para 10 of Equipment Schedule 001

EXHIBIT E

INCUMBENCY CERTIFICATE

I, Judi Starkovich, do hereby certify that I am the Finance Director of Village of Ruidoso, which is a body corporate and politic duly established and validly existing as a political subdivision of the State under the Constitution and laws of the State, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Village of Ruidoso holding the offices set forth opposite their respective names. I further certify that:

(i) The signatures set opposite their respective names and titles are their true and authentic signatures, and

(ii) Such officers have the authority on behalf of such entity to:

a. Enter into that certain Equipment Schedule No. 001 dated July 16, 2026 (the "Equipment Schedule") to that certain Master Lease Agreement dated July 16, 2026 (the "Master Agreement" and together with the Equipment Schedule, the "Lease"), by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Village of Ruidoso, as lessee (the "Lessee"); and

b. Execute Certificates of Acceptance and Payment Request forms, and all other certificates documents, and agreements relating to the Lease and related documentation.

NAME	TITLE	SIGNATURE
Lynn Crawford	Mayor	_____
Ron Sena	Village Manager	_____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of Village of Ruidoso.

July 16, 2026

VILLAGE OF RUIDOSO

By:_____
Name: Judi Starkovich
Title: Finance Director

EXHIBIT F

OPINION OF LESSEE'S COUNSEL

July 16, 2026

Customers Commercial Finance, LLC
600 Washington Avenue, Suite 305
Towson, Maryland 21204

Re Equipment Schedule No. 001 dated July 16, 2026 to that certain Master Lease Agreement dated July 16, 2026 by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Village of Ruidoso, as lessee (the "Lessee")

Ladies and Gentlemen:

As counsel to Village of Ruidoso (the *"Lessee"*), I have examined the Master Lease Agreement dated July 16, 2026 and Equipment Schedule No. 001 thereto dated July 16, 2026 (collectively, the *"Lease"*), by and between Lessee and Customers Commercial Finance, LLC, as lessor (*"Lessor"*), and the proceedings taken by the Village Council of the Village of Ruidoso (the "*Governing Body*") to authorize on behalf of Lessee the execution and delivery of the Lease. Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a Village, which is a municipality duly established and validly existing as a political subdivision of the State of New Mexico under the Constitution and laws of the State of New Mexico with full power and authority to enter into the Lease.

2. The Lease has duly authorized, executed, and delivered by Lessee and are in full compliance with all local, state and federal laws. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes legal, valid, and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally. The execution of the Lease and the appropriation of monies due under the Lease will not result in the violation of any constitutional, statutory or limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

3. The Equipment to be leased pursuant to the Lease constitutes personal property and, when subjected to use by Lessee, will not be a fixture under applicable law.

4. Lessee has complied with all applicable statutes, laws, rules, regulations, notice and public bidding requirements, including, without limitation, the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 *et seq*., the New Mexico Open Meetings Act, NMSA 1978 §§ 10-15-1 *et seq.*, and the Village's applicable purchasing procedures, in connection with the Lease and the transactions contemplated thereby. The resolution adopted by the Governing Body of Lessee authorizing the execution and delivery of the Lease and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings. No approval, consent or withholding of objections is required from any State, federal or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Lease, except as have already been obtained.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by Lessee of the Lease or in any way to contest the validity of Lease, to contest or question the creation or existence of Lessee or the Governing Body of Lessee or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease. The entering into and performance of the Lease do not and will not violate any judgment, order, law, or regulation applicable to Lessee or result in any

breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound.

6. The Lease is governed by and should be construed in accordance with the laws of the State of New Mexico, except to the extent federal law governs federal tax matters or the perfection and priority of security interests in titled property or other collateral.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease.

Respectfully submitted,

Jessica L. Nixon, Esq.

Virtue & Najjar, P.C.

Village Attorneys

EXHIBIT G

BANK-QUALIFIED DESIGNATION

Village of Ruidoso, as lessee (the *"Lessee"*), under Equipment Schedule No. 001 dated July 16, 2026 (the "Equipment Schedule") to that certain Master Lease Agreement dated July 16, 2026 (the "Master Agreement" and together with the Equipment Schedule, the "Lease") by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Lessee, to which this Bank-Qualified Designation is attached, hereby designates the Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Lessee hereby represents that Lessee reasonably anticipates that Lessee and other entities that Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed $10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder.

This Bank-Qualified Designation is attached to and made a part of the Lease and inures to the benefit of Lessor and its successors and/or assigned.

EXECUTED as of this 16th day of July, 2026.

VILLAGE OF RUIDOSO, as Lessee

By:_____
Name: Lynn Crawford
Title: Mayor

EXHIBIT H

TAX AGREEMENT AND ARBITRAGE CERTIFICATE

DATED: JULY 16, 2026

The following certificate is delivered in connection with the execution and delivery of Equipment Schedule No. 001 dated July 16, 2026 (the "Equipment Schedule") to that certain Master Lease Agreement dated July 16, 2026 (the "Master Agreement" and together with the Equipment Schedule, the "Lease"), by and between Customers Commercial Finance, LLC, as lessor (the "Lessor"), and Village of Ruidoso, as lessee (the "Lessee"). Capitalized terms used herein have the meanings defined in the Lease.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Lease (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **$1,622,595.00** (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than $100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Equipment Schedule is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. As such, Lessee hereby represents that Lessee reasonably anticipates that Lessee and other entities that Lessee controls will not issue tax-exempt obligations (including the Equipment Schedule) the aggregate principal amount of which exceed $10,000,000.00 during the calendar year in which Equipment Schedule is executed and delivered and interest commences to accrue thereunder.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing

Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the Vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by July 30, 2026, but not later than November 16, 2027, which is not more than 18 months from funding date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the

Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed $5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above

Section 5. Escrow Account. Reserved- Not escrow funded.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2 In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.3. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. Lessee confirms and acknowledges that its true and correct tax identification number is: 85-600650 and full, true and correct legal name is "Village of Ruidoso." Lessee confirms that it is located in County of Lincoln, State of New Mexico.

8.5. Lessee has adopted, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Financing Documents as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Financing Documents to ensure compliance with such procedures.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of July 16, 2026.

VILLAGE OF RUIDOSO

By: _____
Name: Lynn Crawford
Title: Mayor

EXHIBIT I:

Reserved—Not applicable.

EXHIBIT J:

VILLAGE OF RUIDOSO
RESOLUTION NO. 2026-____

A RESOLUTION APPROVING AND AUTHORIZING THE MASTER LEASE AGREEMENT AND EQUIPMENT SCHEDULE NO. 001 WITH CUSTOMERS COMMERCIAL FINANCE, LLC RELATED TO THE FERRARA HD77 LADDER TRUCK/QUINT

WHEREAS, the Village of Ruidoso provides fire protection, emergency response, and public safety services to the community; and

WHEREAS, the Village has determined that one Ferrara HD77 Ladder Truck/Quint is needed to fulfill the above described public safety services; and

WHEREAS, the Village has received a quote from 411 Equipment, LLC for the ladder truck in the amount of $1,622,595.00, utilizing CES Contract No. 2024-25-C115-ALL; and

WHEREAS, the Village desires to finance the ladder truck through Customers Commercial Finance, LLC under a Master Lease Agreement, together with Equipment Schedule No. 001 and related documents; and

WHEREAS, the Master Lease Agreement is subject to annual appropriation such that the Village is only obligated to make payments from legally available and properly appropriated funds.

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

1. The Village approves the acquisition of one Ferrara HD77 Ladder Truck/Quint from 411 Equipment, LLC in the principal amount of $1,622,595.00.

2. The Village approves the Master Lease Agreement with Customers Commercial Finance, LLC, including Equipment Schedule No. 001 and related documents, in substantially the form presented to the Governing Body.

3. The Mayor is authorized to sign the Master Lease Agreement, including Equipment Schedule No. 001 and all related documents necessary to complete the financing and acquisition of the ladder truck. The Village Manager, Village Clerk, Finance Director, Chief Procurement Officer, Fire Chief, and other appropriate Village officials are authorized to sign, certify, file, or deliver any related documents needed to complete the transaction.

4. The Village's payment obligations under the lease are payable only from legally available and properly appropriated funds. Nothing in this Resolution or the Master Lease Agreement, including Equipment Schedule No. 001 and related documents, creates a general obligation debt of the Village, pledges the Village's taxing power, or requires the Village to appropriate funds in any future fiscal year.

5. The Village confirms that funds for the current fiscal year obligations under the lease have been or will be budgeted and appropriated from legally available funds.

6. The Village confirms that the acquisition has been made in accordance with applicable procurement requirements using cooperative procurement through CES Contract No. 2024-25-C115-ALL.

7. The Acceptance Certificate shall be signed only after the ladder truck has been delivered, inspected, and accepted by the Village.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Ruidoso, New Mexico, this ____ day of _____, 2026.

_____
Lynn Crawford, Mayor

Attest:

_____
Yvonne Vigil, Village Clerk

CLOSING MEMORANDUM

$1,622,595.00 LEASE OF FERRARA HD77 LADDER TRUCK (QUINT) WITH TANKS
PURSUANT TO EQUIPMENT SCHEDULE NO. 001 DATED JULY 16, 2026
TO THAT CERTAIN
MASTER LEASE AGREEMENT DATED JULY 16, 2026
BY AND BETWEEN
VILLAGE OF RUIDOSO, AS LESSEE,
AND
CUSTOMERS COMMERCIAL FINANCE, LLC, AS LESSOR

Pre-Closing: All documents will be executed and two (2) blue ink originals will be overnighted to Customers Commercial Finance, LLC, Attn: Don Keough, 600 Washington Avenue, Suite 305, Towson, Maryland 21204, for delivery no later than 9:00 am on the morning of July 15, 2026 and held in trust until such time as the wires and original documents are released by the parties.

Closing: By wire transfer and pending receipt of original, executed Lease Documents, on the morning of July 16, 2026, Lessor is authorized by Lessee to wire the following Total Disbursement as set forth below, pursuant to the Wire Instructions as follows:

Bank Name: _____
ABA No: _____
Account No: _____
Account Name: _____
F/B/O: _____
Attn: _____
Amount of Wire: $ _____
Reference: _____

TOTAL LEASE PROCEEDS: $1,622,595.00

and each of the parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the parties. Lessor is further authorized by Lessee to retain the Legal/Doc Fees after the Total Disbursement has been wired.

VILLAGE OF RUIDOSO

ATTEST

By: _____

Name: Lynn Crawford

Title: Mayor

411 Equipment, LLC
7324 4th Street NW, Los Ranchos, NM 87107
(505) 242-1411 Phone

June 16, 2026

Village of Ruidoso
Fire Department
Cade Hall
Fire Chief

Dear Chief Hall,

I am pleased to offer your department a Ferrara HD77 Ladder Truck (Quint) with 500 gallons of water and a 20-gallon foam tank, foam system, NFPA 1900 Equipment and shelving for $1,622,595.00 via my CES Contract #2024-25-C115-ALL Code: CES-04. The price breaks down as follows:

Item	Description	Price
CES-04	4-Door Cab, Extruded Aluminum Body, Single Axle, 77'	$1,763,544.00
	CES 2% Discount	($35,271.00)
	Subtotal Less Discount	$1,728,273.00
	NFPA 1900 Equipment	$47,595.00
	Shelving	$40,000.00
	Add Foam System (Optional)	$20,000.00
	Subtotal with Added Items	$1,835,868.00
	EXTRA 411 Discount	($213,273.00)
	Grand Total	**$1,622,595.00**

411 Equipment is responsible to pay the CES fee. This price includes the ladder truck, NFPA equipment, shelving, foam system, graphics, training, and delivery. This quote is valid for 45 days. If you have any questions, please feel free to call.

Thank you for this opportunity,

Alexis Marquez

Alexis Marquez
411 Equipment
Sales Manager
505-242-1411

Other Closing Deliverables (not previously received):

1. Invoice with Wire Instructions;
2. Vendor W-9;
3. MSO with CCF Lien Recorded;
4. Title Application with CCF Lien Recorded; and
5. Current Insurance Certificate with CCF listed as a Loss Payee and Additional Insured (same as Tab 5) and
6. Any information noted in yellow as missing in the prior documents.

Name and address of Lessor for liens and proof of insurance:

Customers Commercial Finance, LLC
600 Washington Avenue, Suite 305
Towson, Maryland 21204

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 2.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Agreements between the Village of Ruidoso and Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work Multi-Awarded through RFP #2026-013P.

Item Summary:

Discussion and Possible Action on Agreements between the Village of Ruidoso and Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work Multi-Awarded through RFP #2026-013P.

Financial Impact:

Upon award, task orders will be issued and budget appropriated at that time from the General Fund or SGRT, depending on the project.

Item Discussion:

These are on call contracts for urgent and emergency roadway and drainage repairs. The work performed under this contract will result in quick restoration of services for the Village. These contracts will be able to cover a variety of incidents and damage to the road and drainage system.

Recommendations:

To Approve Agreements between the Village of Ruidoso and Sedona Contracting, Inc., Highland Enterprises, Inc., J&H Services, Inc., Mesa Verde Enterprises, Inc., Crosstown Construction & Trucking, LLC., Morrow Enterprises, Inc., Summit Operations, Inc., and Constructors, Inc. for On Call Roadway and Drainage Work Multi-Awarded through RFP #2026-013P.

ATTACHMENTS:
RFP #2026-013P Constructors Contract.pdf
RFP #2026-013P Crosstown Contract.pdf

RFP #2026-013P Highland Contract.pdf
RFP #2026-013P J&H Services Contract.pdf
RFP #2026-013P Mesa Verde Contract.pdf
RFP #2026-013P Morrow Contract.pdf
RFP #2026-013P Sedona Contract.pdf
RFP #2026-013P Summit Contract.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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Constructors, 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. 1082
Email: purchasing@ruidoso-nm.gov

Consultant
ATTN: Rachelle Thompson
Title: Vice President
Street: 3003 Boyd Drive
City, State, Zip: Carlsbad, NM 88220
Phone: 575-885-8838
Email: rthompson@ciconstructors.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Rachelle Thompson

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:_____

Constructors, Inc.:

_____
Rachelle Thompson, Vice President

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

ORIGINAL

REQUEST FOR QUALIFICATION BASED PROPOSALS

Contracting Agency:

313 Cree Meadows Dr.
Ruidoso, NM 88345

On Call Roadway and Drainage Work

RFP: 2026-013P

Date Issued: June 4, 2026 Due Date: June 23, 2026 @ 3:00 PM Local Time

TECHNICAL PROPOSAL

Respectfully submitted:
Constructors, Inc.

3003 Boyd Drive Carlsbad, NM 88220
575-885-8838

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Constructors, Inc. **FEIN#** 85-0135619

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:
   Constructors, Inc.
   3003 Boyd Drive
   Carlsbad, NM 88220

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

   Name Rachelle Thompson
   Title Vice President
   E-Mail Address rthompson@ciconstructors.com
   Telephone Number 575-885-8838

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

   Name Mike Martinez
   Title Construction Manager
   E-Mail Address mmartinez@ciconstructors.com
   Telephone Number 575-885-8838

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

   Name Mike Martinez
   Title Construction Manager
   E-Mail Address mmartinez@ciconstructors.com
   Telephone Number 575-885-8838

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:

Subcontractors for utilities, concrete, striping & signage, and electrical will be utilized as needed on a job by job basis.

(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.

Constructors has established relationships with many qualified subcontractors. Depending on the job scope, Constructors will schedule the subcontractor that fits the scope of work and can get the job done timely.

(Attach extra sheets, as needed)

7. Y 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.

Y I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

Y I acknowledge receipt of any and all amendments to this RFP.

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

Date

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 8, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. Change to Sequence of Events:
II. Conditions Governing the Procurement
A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	June 4, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 18, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	June 10, 2026
5. Response to Written Questions	Procurement Manager	June 11, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 22, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 22, 2026 – June 24, 2026
9. Selection of Finalists	Evaluation Committee	June 24, 2026
10. Best and Final Offers	Finalist Offerors	June 24, 2026
11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	July 14, 2026
13. Contract Awards	VOR/ Finalist Offerors	July 14, 2026
14. Protest Deadline	VOR	15 Days from award

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/11/2026 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.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

All other terms and conditions of RFP #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Constructors, Inc.
Company

Signature

4/8/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 9, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #2

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Corrected Scope of Work – Appendix F (see attached pages 2 and 3)**

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/10/2026 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 #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Constructors, Inc.
Company

Signature

6/9/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform construction and/or maintenance of roads, pavement, multi-use trail sections, and parking lots.
2) Installation and repair of related infrastructure such as stormwater drainage systems, riprap, bridge repair, guard rails, sidewalks, signage, and pavement markings.
3) Perform repairs, including excavation and clearing, and installation of culverts from 12" diameter to 96" diameter, including end sections and bands.
4) Perform major and/or minor traffic control management, including the use of traffic control devices.
5) Perform excavation, sub-excavation, backfill, and recompaction for major structures.
6) Perform subgrade preparation and restablization of unstable subgrade. Subgrade shall pass density test upon completion.
7) Performance of street cuts and replacement of road surface to previous condition or better.
8) Must be able to blue top and reshape surface according to blueprints and set plans.
9) Perform slope and bench excavations, including building and removing temporary retaining walls adhering to all safety regulations.
10) Perform major and minor cold milling operations and verify with Village Public Works department on left over material handling.
11) Must be able to perform miscellaneous paving jobs.
12) Perform installation and maintenance of street light fixtures, including service risers, meter pedestals, and light control cabinets.
13) Must be able to form and pour 6in concrete pavement complete and replace in kind dowelled and wire mesh.
14) Shall be able to form and pour structural concrete Class A such as footings, retaining walls, headers, etc.
15) Perform flowable fill in areas of need for slope stabilization.
16) Perform welding of metal railings along sidewalks, stairs, etc.
17) Perform removal of structures and obstructions in roadways, waterways, and various locations.
18) Perform forming, shaping of curb, and pouring of 4in concrete sidewalk.
19) Mobilization must be included in proposals.
20) Qualified contractors would be required to provide own equipment and materials.
21) All materials and procedures shall meet NMDOT and Village of Ruidoso specifications.
22) When services are required, qualified contractors would be requested to provide quotes of the needed services and their availability schedule.
23) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
24) An agreement or acceptance of the quote will be executed in writing and a Purchase Order and will also serve as notice to proceed.
25) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from

the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.

26) Additional services as may be specified by the Village.

27) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

Constructors, Inc.
3003 S. Boyd Drive
Carlsbad, NM 88220
(575)885-8838

Village of Ruidoso
RFP # 2026-013P
On Call Roadway and Drainage Work

PART I – TECHNICAL PROPOSAL
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Response to Contract Terms & Conditions

Constructors, Inc. has reviewed the Contract Terms and Conditions included in the Request for Proposal for On-Call Roadway and Drainage Work and acknowledges its understanding of the requirements.

Constructors, Inc. accepts the Contract Terms and Conditions as presented in the solicitation and, upon award, is prepared to execute the agreement and comply with all applicable contractual requirements, insurance provisions, licensing requirements, safety regulations, and performance obligations.

Offeror’s Additional Terms & Conditions

Constructors, Inc. does not propose any additional terms or conditions for this solicitation.

Constructors, Inc. acknowledges and accepts the terms and conditions contained within the Request for Proposal and any resulting contract documents and has no exceptions, modifications, or supplemental conditions to present for consideration.

Experience & Past Performance

Founded in 1958, Constructors, Inc. is a fully licensed, bonded, and turnkey heavy civil construction contractor with more than 68 years of experience delivering transportation, drainage, utility, and site infrastructure projects throughout New Mexico. Headquartered in Carlsbad, New Mexico, with satellite offices in Roswell and Hobbs, Constructors maintains the personnel, equipment, and resources necessary to respond quickly to on-call assignments and emergency infrastructure needs.

Constructors, Inc. specializes in roadway construction and rehabilitation, asphalt and concrete paving, drainage improvements, stormwater infrastructure, grading and earthwork, underground utilities, and site development. Our extensive experience serving municipalities, counties, state agencies, and private clients makes us uniquely qualified to provide the Village of Ruidoso with responsive, high-quality on-call roadway and drainage services.

Our team has successfully completed a wide variety of projects including roadway reconstruction, pavement maintenance and repair, drainage structure installation and replacement, culvert improvements, erosion control measures, utility installations, commercial site development, residential subdivisions, and public infrastructure improvements. This diverse experience allows us to efficiently address the varying conditions and challenges associated with roadway and drainage maintenance throughout the Village.

Constructors employs a highly experienced workforce consisting of project managers, estimators, superintendents, foremen, skilled equipment operators, laborers, and administrative support personnel. With more than 400 dedicated employees, we possess the depth of resources necessary to manage multiple work orders simultaneously while maintaining responsiveness to emergency and priority requests. Many of our key personnel have decades of experience in heavy civil construction and public works projects throughout New Mexico.

To support our operations, Constructors owns and maintains an extensive fleet of heavy and light construction equipment, including paving, grading, excavation, compaction, and drainage installation equipment. Our substantial equipment inventory allows us to mobilize quickly and perform roadway and drainage work efficiently without relying heavily on outside resources.

Additional capabilities include:

- Dedicated surveying crews utilizing Topcon GPS technology and digital modeling software for precise layout and grade control.
- Advanced machine-control systems integrated into grading operations to improve accuracy and productivity.

- A dedicated Information Technology Department that supports communication and coordination between field and office operations.
- Integrated project management, estimating, payroll, maintenance, and production systems that provide real-time field reporting and efficient project administration.
- Established relationships with suppliers, subcontractors, and material providers throughout New Mexico that enable rapid response and resource availability.

Constructors, Inc.'s continued success is built on a commitment to safety, quality workmanship, integrity, and customer service. Our philosophy of doing the job right the first time, combined with our extensive resources and proven experience, makes Constructors a reliable partner for the Village of Ruidoso's On-Call Roadway and Drainage Work program.

PROJECT	CI PM/SUPT.	CONTRACT	COMPLETION	ARCHITECT/ ENGINEER	OWNER/Project Manager
CN 2100721, US 54, Between 14th Street and US 380 and MP 122.946 and MP 123.753 US 54 in Carrizozo, NM	Darin Coslin	$ 8,437,509.90	Jan-24	Molzen Corbin Wyatt Kartchner, PE 575-522-0049	New Mexico Dept of Transportation Aaron Clark, PM 12449 Hwy 54 Carrizozo, NM 88301 575-840-3566
Roadway reconstruction includes curb and gutter, sidewalk, roadway lighting, permanent striping and signing, landscaping, and miscellaneous construction. Full depth reconstruction of US 54 including subgrade preparation, base course, asphalt and concrete paving. ADA improvements to sidewalks and crosswalks. Installation and testing of water and sewer systems. The overall project also includes permanent signing and striping, lighting, and miscellaneous construction and traffic control during construction.					
NMDOT CN 2101381R2 Lovington Main Street	Darin Coslin	$ 21,233,276.90	Jul-25	WH Pacific Andrew E. Gallegos, PE 505-348-5277	NMDOT 201 Magnum Industrial Road Hobbs, NM 88240 John Lara 575-973-0245
Reconstruction of existing concrete and asphalt paving, curb and gutter, ADA curb ramps, sidewalk, drivepads, storm drainage improvements, lighting, signal equipment replacement, signing, pavement markings and traffic control.					
NMDOT CN 2102163, US 285, Eddy Co, NM	Jacob Thompson	$ 29,276,594.70	Jan-25	Molzen Corbin Wyatt D. Kartchner, PE 575-522-0049	NMDOT Brian J. Torres, PM 2504 Canal Street Carlsbad, NM 88220 575-626-4278
Full depth reconstruction of US285 including subgrade preparation, base ccourse, asphalt and concrete pavement. ADA improvements to sidewalks and crosswalks, installation of raised medians, and installation of traffic signal at the intersection of US 285 & Cedar Street in Loving, NM. Extension and replacement of concrete box culverts and storm drain culverts along US 285. The overall project also includes permanent signing and striping, miscellaneous construction, and traffic control.					
City of Artesia Richardson & 2nd Street Reconstruction	Mark Brooks	$ 1,079,663.75	Jun-25	Harcrow Surveying, Inc. Celina Folmer, PE 2316 W Main St Artesia, NM 88210 575-746-2158	City of Artesia 1805 S 27th Street Artesia, NM 88210 575-748-8290
Street reconstruction including sub-grade prep, base course, hot-mix asphalt paving, ADA Ramps/fillets, traffic control and SWPPP.					
ADA Ramp Improvements, Ph 2 - City of Artesia	Mark Brooks	$ 1,205,904.17	Mar-26	Harcrow Surveying, Inc. Celina Folmer, PE 2316 W Main St Artesia, NM 88210 575-746-2158	City of Artesia Gabby Cronopulos CPO 1805 S 27th St Artesia, NM 88210 575-748-8290
ADA Ramps throughout the NE and SE quadrants of Artesia. Improvements consist of approximately 73 Type I ADA ramps with fillet; 51 Type 2 ADA Ramps; 2 Type 3 ADA Ramp with fillet; 5 Type 4 ADA Ramp with fillet: 15 sy concrete sidewalk 4" (5' width, CIP), removal and modification of obstructions; materials testing; and other related appurtenances.					
City of Artesia 26th Street Reconstruction, Main Street to Hermosa Dr.	Mark Brooks	$ 6,614,927.00	Jun-26	Smith Engineering Scott Hicks, PE 401 N Pennsylvania Roswell, NM 88201 575-622-8866	City of Artesia Gabby Cronopulos CPO 1805 S 27th St Artesia, NM 88210 575-748-8290
Street reconstruction including water lines, valves, fire hydrants, sewer lines, manholes, sub-grade prep, base course, hot-mix asphalt paving, concrete curb & gutter, sidewalks/fillets, drive pads, bridge rehabilitation, traffic control, SWPPP, and other field related appurtenances and work items for completion of the project.					

Technical Approach and Understanding of Scope

Technical Approach

Constructors, Inc. will assign an experienced management team consisting of a Construction Manager, Project Manager, and Site Superintendent to oversee all assigned work orders. The Construction Manager will provide overall project oversight and client coordination. The Project Manager will be responsible for scheduling, resource allocation, subcontractor coordination, cost control, and communication with Village representatives. The Site Superintendent will direct daily field operations and ensure work is completed safely, efficiently, and in accordance with project requirements. Field operations will be supported by experienced foremen, equipment operators, laborers, and specialty subcontractors as required.

Upon receipt of a work order, Constructors will review the scope of work, conduct a site evaluation, and develop an appropriate work plan. Prior to beginning construction activities, a project-specific safety analysis will be performed to identify potential hazards and establish appropriate control measures. Utility locates will be requested through New Mexico 811, and underground utilities will be verified before excavation activities begin.

Site safety and public protection will remain a priority throughout the duration of each assignment. Traffic control devices, barricades, fencing, signage, and other safety measures will be installed as required to protect the public and construction personnel.

Following mobilization, Constructors will deploy the personnel, equipment, and materials necessary to complete the assigned work. Specialty work may be completed utilizing qualified subcontractors when appropriate.

Throughout construction, Constructors will maintain regular communication with Village representatives regarding project status, schedule updates, unforeseen conditions, and potential impacts to project delivery. Quality control inspections will be conducted throughout the work to ensure compliance with project requirements and industry standards.

Upon completion of each work assignment, Constructors will perform final inspections, site cleanup, and restoration of disturbed areas as required. All equipment, materials, and temporary traffic control devices will be removed, and the work area will be returned to a safe and serviceable condition. Constructors is committed to providing responsive service, quality workmanship, and timely completion of all projects performed under this contract.

Understanding of Scope

Constructors, Inc. understands that the Village of Ruidoso requires a qualified contractor to provide on-call roadway and drainage construction, repair, maintenance, and

emergency response services on an as-needed basis. Work may include, but is not limited to, asphalt and concrete roadway repairs, pavement rehabilitation, grading, drainage improvements, culvert installation and replacement, stormwater infrastructure maintenance, erosion control measures, utility adjustments associated with roadway work, and other related public infrastructure improvements.

Constructors recognizes that individual work assignments may vary in size, complexity, and urgency. Successful performance under this contract requires the ability to respond quickly, coordinate effectively with Village staff, maintain safe work zones, minimize impacts to the public, and provide qualified personnel and equipment capable of completing projects efficiently and in accordance with applicable specifications, regulations, and industry standards.

Emergency Response Capability and Mobilization

Constructors, Inc. understands the importance of rapid response when roadway or drainage emergencies impact public safety and infrastructure. With over 68 years of heavy civil construction experience, Constructors maintains the personnel, equipment, and resources necessary to mobilize quickly and efficiently for emergency and on-call work assignments. Constructors currently has maintenance contracts with the New Mexico Department of Transportation, Eddy County, and the City of Carlsbad. Through these contracts, Constructors, Inc., has proven time and again, that we can safely, effectively and timely, perform under pressure, while still providing quality workmanship, under the most strenuous conditions.

Our Roswell, New Mexico satellite office provides a strategic location for responding to work within the Village of Ruidoso and the surrounding region. Combined with our experienced workforce, project management team, and extensive fleet of owned equipment, Constructors can quickly deploy crews to address roadway failures, drainage issues, storm damage, culvert repairs, erosion control, and other urgent infrastructure needs.

Upon notification, Constructors will coordinate closely with Village staff within 48-hours to assess conditions, establish priorities, implement appropriate traffic control and safety measures, and mobilize the personnel and equipment necessary to complete the required repairs. Our team is committed to providing responsive service, effective communication, and timely project execution to restore infrastructure and minimize impacts to the public.

Compliance, Documentation, and Reimbursement Support

Constructors, Inc. is committed to full compliance with all applicable federal, state, and local regulations governing public works construction, including safety, environmental requirements, labor standards, and contract provisions established by the Village of Ruidoso.

Constructors, Inc. is an approved contractor with NMDOT and has a long-standing relationship working on projects in District 2. Project management teams work with the department to meet contract specifications, documentation, and compliance requirements at the state and federal levels.

Constructors, Inc. maintains an established internal procedure for safety compliance, utility coordination, traffic control, and stormwater protection when required. Work for the Village will be performed in accordance with applicable specifications, permits, and industry standards.

Constructors, Inc., will provide clear and consistent project documentation for all on-call work, including daily field reports, work order tracking, material and equipment records, project photos as needed, and certified payrolls when applicable.

For reimbursement or grant-funded work, Constructors will support the Village by providing organized, audit-ready documentation to ensure accurate, timely billing, reporting, and compliance throughout the project lifecycle.

Constructors, Inc. is committed to accountability, transparency, and efficient documentation to support successful delivery of Village of Ruidoso roadway and drainage projects.

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.

Rachel Reay 6/22/26
Signature Date

Vice President
Title (Position)

26

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

Rachelle Thompson, Vice President

Typed Name & Title of Authorized Representative

6/22/24

Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Eddy)

Rachelle Thompson, being first duly sworn, deposes and says:

That he/she is Vice President of Constructors, 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: Rachelle Thompson

SUBSCRIBED and sworn to before me this 22nd day of June 2026.

Notary Public: Elizabeth Marlaine Cherry-Cass

My commission expires: 02-08-28

STATE OF NEW MEXICO
NOTARY PUBLIC
ELIZABETH MARLAINE CHERRY-CASS
COMMISSION# 1104354
EXP. 02-08-2028

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **CONSTRUCTORS INC**

DBA: **CONSTRUCTORS INC**
3003 BOYD DR
CARLSBAD, NM 88220-4709

Expires: **23-Apr-2028**

Certificate Number:

L0056849264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration

This is to certify that

Constructors, Inc.

Constructors, Inc.
3003 BOYD DR

CARLSBAD, NM, 88220-4709

has registered with the Department of Workforce Solutions

Registration Date: 6/25/2024 **Registration Number: 03049620140725**

This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.nm.gov/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

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ORIGINAL

REQUEST FOR QUALIFICATION BASED PROPOSALS

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

On Call Roadway and Drainage Work

RFP: 2026-013P
Date Issued: June 4, 2026 Due Date: June 23, 2026 @ 3:00 PM Local Time

COST PROPOSAL

Respectfully submitted:
Constructors, Inc.

3003 Boyd Drive Carlsbad, NM 88220
575-885-8838

Constructors, Inc.
3003 S. Boyd Drive
Carlsbad, NM 88220
(575)885-8838

Village of Ruidoso
RFP # 2026-013P
On Call Roadway and Drainage Work

PART II – COST PROPOSAL/FEE SCHEDULE

CONSTRUCTORS, INC.

Ruidoso On Call Roadway and Drainage Work

RFP 2026-013P

Effective Jaunary 1 , 2026

Equipment Hourly Rates

	Regular	Overtime	Stand-By w/ Operator	Stand By w/o Operator
Hydro-Vac (1 Pick-up & 2 Laborers)	$ 325.00	$ 360.00	$ 300.00	$
Power Broom	$ 175.00	$ 210.00	$ 150.00	$ 115.00
Backhoe	$ 200.00	$ 235.00	$ 175.00	$ 140.00
Backhoe w/ Hammer	$ 250.00	$ 285.00	$ 225.00	$ 190.00
Excavator	$ 325.00	$ 360.00	$ 300.00	$ 265.00
Excavator w/ Hammer	$ 400.00	$ 435.00	$ 375.00	$ 340.00
Excavator w/ Thumb	$ 375.00	$ 410.00	$ 350.00	$ 315.00
Water Wagon	$ 325.00	$ 360.00	$ 300.00	$ 265.00
Paver	$ 550.00	$ 585.00	$ 525.00	$ 490.00
Chip Spreader	$ 250.00	$ 285.00	$ 225.00	$ 190.00
Windrow Pickup Machine	$ 275.00	$ 310.00	$ 250.00	$ 215.00
Shuttle Buggy	$ 550.00	$ 585.00	$ 525.00	$ 490.00
Dozer (D6, 850K, D655)	$ 400.00	$ 435.00	$ 375.00	$ 340.00
Dozer (D8, Dl55)	$ 600.00	$ 635.00	$ 575.00	$ 540.00
Pneumatic Roller	$ 225.00	$ 260.00	$ 200.00	$ 165.00
Pad Foot Roller	$ 250.00	$ 285.00	$ 225.00	$ 190.00
Double Steel Wheel Roller	$ 275.00	$ 310.00	$ 250.00	$ 215.00
Skidsteer Loader	$ 175.00	$ 210.00	$ 150.00	$ 115.00
Loader (L90, L110, L120, 624K)	$ 250.00	$ 285.00	$ 225.00	$ 190.00
Loader (L150, L180, 966)	$ 300.00	$ 335.00	$ 275.00	$ 240.00
Loader (L220, 980)	$ 325.00	$ 360.00	$ 300.00	$ 265.00
Motorgrader	$ 325.00	$ 360.00	$ 300.00	$ 265.00
Reclaimer (WR240i)(+$5/tooth)	$ 800.00	$ 835.00	$ 775.00	$ 740.00
Cold Planer (W200i)(+$5/Tooth)	$ 900.00	$ 935.00	$ 875.00	$ 840.00
Articulated Rock Truck	$ 500.00	$ 535.00	$ 475.00	$ 440.00
Water Truck (2,000 Gal.)	$ 200.00	$ 235.00	$ 175.00	$ 140.00
Water Truck (4,000 Gal.)	$ 250.00	$ 285.00	$ 225.00	$ 190.00
Dump Truck w/ Driver	$ 115.00	$ 150.00		
Transport Truck w/ Dump, Rubble	$ 135.00	$ 170.00		
Lowboy Trailer w/ Driver	$ 150.00	$ 185.00		
Distributor Truck w/ Driver	$ 135.00	$ 170.00		
Mechanic/Lube Truck w/ Driver	$ 135.00	$ 170.00		
Pickup Truck/ Day	$ 115.00			
Daily Per Diem Rate	$ 165.00			

** Trucking is charged Port to Port.

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

5505 W DUNNAM ST. - HOBBS, NM 88240- PHONE (575) 392-0524 - FAX (575) 392-2729

401 W. GLEN - ROSWELL, NM 88203 - PHONE (575) 622-1080 - FAX (575) 624-1795

SERVING CHAVES, EDDY, AND LEA COUNTIES

Website - www.ciconstructors.com

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Crosstown Construction & Trucking, 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	Consultant
Department: Finance	ATTN: David Nevarez
ATTN: Procurement Manager	Title: Managing Member
Street: 313 Cree Meadows Drive	Street: 2800 N Motel Blvd
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Las Cruces, NM 88007
Phone: 575-258-4343 Ext. 1082	Phone: 575-621-4517
Email: purchasing@ruidoso-nm.gov	Email: david@crosstownconstructionlc.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

David Nevarez

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:_____

Crosstown Construction & Trucking, LLC:

_____
David Nevarez, Managing Member

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

2800 N Motel Blvd
Las Cruces, NM 88007
Office: 575-523-6101
Email: david@crosstownconstructionlc.com
Website: crosstownconstructionlc.com
License No. 412199

BID

RFP #2026-013P

ON-Call Roadway and Drainage Work

Due: 6/22/2026

Time: 3:00 PM

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Crosstown Construction & Trucking, LLC **FEIN#** 92-2181916

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:
   Crosstown Construction & Trucking, LLC
   2800 N Motel Blvd
   Las Cruces, NM 88007

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

   Name David Nevarez
   Title Managing Member
   E-Mail Address david@crosstownconstructionlc.com
   Telephone Number 575-621-4517

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

   Name David Nevarez
   Title Nevarez
   E-Mail Address david@crosstownconstructionlc.com
   Telephone Number 575-621-4517

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

   Name Manny Nevarez
   Title Managing Member
   E-Mail Address david@crosstownconstructionlc.com
   Telephone Number 575-523-6101

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:

_____

_____

(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

_____

(Attach extra sheets, as needed)

7. DN 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.

DN I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

DN I acknowledge receipt of any and all amendments to this RFP.

_____ 6/22/26

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

Date

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b) Technical Approach and Understanding of Scope

c) Emergency Response Capability and Mobilization

d) Compliance, Documentation, and Reimbursement Support

e) Signd Campaign Contribution Form (Appendix B)

f) Debarment Certification(Appendix G)

g) Non-Collusion Affidavit (Appendix H)

h) New Mexico Preference

5. Other Supporting Material

a) Contractors License

b) Commercial Hauler Registration

c) Certificate of Contractor Registration

d) Employees Certificates

e) Signed Addendums

2800 N Motel Blvd
Las Cruces, NM 88007
Office: 575-523-6101
Email: david@crosstownconstructionlc.com
Website: crosstownconstructionlc.com
License No. 412199

Village of Ruidoso
13 l Bree Meadows Dr
Ruidoso, NM. 88345

Bid: On-Call Roadway and Drainage Work
Subject: Terms and Conditions

Dear Village of Ruidoso,

We acknowledge receipt of the vid documents and confirm that we have reviewed the terms and conditions outlined therein.

We accept the terms and conditions as stated and confirm our intention to proceed in accordance with the bid requirements. We appreciate the opportunity to participate in this bid.

Sincerely,

David Nevarez
Managing Member
Crosstown Construction & Trucking, LLC

2800 N Motel Blvd
Las Cruces, NM 88007
Office: 575-523-6101
Email: david@crosstownconstructionlc.com
Website: crosstownconstructionlc.com
License No. 412199

Village of Ruidoso
13 l Bree Meadows Dr
Ruidoso, NM. 88345

Bid: On-Call Roadway and Drainage Work
Subject: Offeror's Additional Terms and Conditions

Dear Village of Ruidoso,

We hereby confirm that we have no additional terms and conditions and accept the bid requirements as stated.

Sincerely,

David Nevarez
Managing Member
Crosstown Construction & Trucking, LLC

Experience

Crosstown Construction & Trucking possesses extensive experience providing dependable on-call roadway, drainage, and civil construction support services for public agencies, municipalities, utility districts, private developers, and infrastructure clients throughout New Mexico. Our company has established a strong reputation for delivering roadway construction, drainage improvements, emergency response services, and infrastructure maintenance safely, efficiently, and within demanding project schedules.

Our experience encompasses a wide range of roadway and drainage-related services, including asphalt paving, roadway rehabilitation, pothole repairs, roadway reconstruction, curb and gutter installation, sidewalk construction, ADA improvements, storm drainage system installation and repair, culvert replacement, erosion control measures, grading, excavation, earthwork, site preparation, and roadway restoration. We have successfully completed both planned construction projects and emergency repair assignments requiring immediate action to restore safe transportation routes and mitigate impacts to the public.

Crosstown Construction & Trucking has extensive experience supporting on-call and as-needed service contracts that require 24-hour availability, rapid mobilization, and coordinated field operations. Our team has responded to emergency situations involving roadway failures, storm-related damage, flooding, drainage system failures, erosion events, washouts, and other conditions affecting public infrastructure. We maintain the personnel, equipment, and transportation resources necessary to quickly deploy and effectively address a broad range of roadway and drainage maintenance needs.

As a registered Commercial Hauler with the State of New Mexico, Crosstown Construction & Trucking provides reliable hauling and transportation services to support roadway, drainage, and infrastructure projects throughout the region. Our trucking fleet enables efficient delivery of aggregate materials, asphalt products, concrete materials, erosion control supplies, construction equipment, and other resources necessary to maintain project schedules and support emergency response activities. We also provide debris removal, sediment removal, and site clean-up services required following storm events and roadway failures.

In addition, Crosstown Construction & Trucking maintains active Cooperative Educational Services (CES) contracts for General Construction and Asphalt Paving services. These competitively procured contracts allow municipalities, counties, school districts, and governmental entities throughout New Mexico to efficiently procure our services while ensuring compliance with applicable procurement requirements. Through these contracts, we have demonstrated our ability to deliver high-quality roadway, paving, and infrastructure improvements while maintaining responsiveness, safety, and cost-effective project execution.

Our workforce consists of experienced operators, laborers, truck drivers, and supervisors who are trained in excavation safety, traffic control, roadway construction practices, erosion and sediment control, stormwater management, and environmental compliance requirements. Safety remains a core value throughout our operations, and all work is performed in accordance with applicable

OSHA regulations, agency standards, MUTCD traffic control requirements, and project specifications.

To support responsive service delivery, we maintain a strong operational framework for scheduling and coordinating crews and equipment. This capability enables us to manage multiple concurrent assignments while maintaining high standards of quality, efficiency, and customer service. Our fleet of trucks and construction equipment further enhances our ability to mobilize rapidly, transport materials, perform hauling operations, complete paving work, construct and repair drainage facilities, restore damaged roadways, and stabilize project sites efficiently.

Past Performance

Our past performance on similar roadway, drainage, paving, hauling, and construction projects demonstrates a consistent commitment to reliability, workmanship, and client satisfaction. We have developed long-standing relationships with municipalities, governmental agencies, contractors, school districts, and private-sector clients by meeting project schedules, responding promptly to service requests, and completing work professionally with minimal disruption to traffic and public operations.

Crosstown Construction & Trucking continues to invest in personnel training, equipment modernization, and operational improvements to ensure we remain a capable and responsive partner for roadway maintenance, drainage improvements, asphalt paving, erosion control, and emergency response services. Our combination of technical expertise, experienced workforce, commercial hauling capabilities, CES contracting experience, and commitment to safety positions us as a highly qualified contractor for on-call roadway construction, drainage maintenance, paving, and emergency response projects.

Project:

1) Inspiration Heights Phase 3 Amount: $1,114,137.95
   Material Quality: Roadway Improvements-
   6"-8" Base Course- 2,603 Tons
   2" Asphalt- Type B 6,234 SY
   3" Asphalt- Type B 2100 SY
   Prime Oil- 8,334 SY

2) Sunland Ave Subdivision
   Amount: $ 593,563.90
   Material Quality: Roadway Improvement-
   4" Base Course- 1,600 Tons
   11/2" Asphalt Type B SP4 7,976 SY
   Prime Oil- 7,976 SY

3) Organ Vista Storge
   Amount: $501,000.00
   Material Quality: Pavement- 90,651 S.F.
   4" Base Course 1,920 Tons
   2" Asphalt- Type B -Labor and Material 10,072 SY

4) Upper Valley Ranch
   Amount: $ 2,332,546.52
   Material Quantity: Roadway Improvement-
   10" Base Course- 21,821 SY
   Prime Oil- 21,821 SY
   2" Hot mix- TXDOT Type C 21,821 SY 2800 N Motel Blvd

5) City of Alamogordo-Great Blocks Mainstreet
Amount: $ 3,331,368.56
Material Quantity: Rodway Improvement-

8" Base Course-	4,478 SY
Prime Oil-	4,478 SY
HMA SP-IV Complete 3"	4,478 SY

6) The Villa at Picacho Mountain
Amount: $ 4,674,554.15
Material Quantity: Roadway Improvement-

Roadway Improvements-	
6"-8" Base Course-	11,590 Tons
Asphalt Prime Oil- 36,044 SY	
2" Asphalt- Type B-	23,633 SY
3" Asphalt- Type B-	12,441 SY
10' Walk Path- 4" Base/2" Asphalt	1,988 SY

Technical Approach

Crosstown Construction & Trucking employs a structured, safety-focused, and rapid-response approach to on-call roadway and drainage services to ensure public safety, maintain transportation infrastructure, and minimize disruptions caused by roadway failures, drainage deficiencies, storm events, and other infrastructure emergencies.

1. Mobilization and Emergency Response

Upon receipt of a service request or emergency call-out, Crosstown Construction & Trucking immediately activates its response protocol. Qualified personnel, equipment, materials, and traffic control resources are dispatched based on the nature of the assignment and required response time. A project manager or superintendent is assigned to oversee all operations from mobilization through project completion.

2. Site Assessment and Field Verification

Upon arrival, field personnel conduct a comprehensive site assessment to evaluate existing conditions, identify safety hazards, determine the extent of roadway or drainage damage, and establish repair priorities. Crews document site conditions, assess traffic impacts, evaluate drainage flow conditions, and determine the resources necessary to safely and efficiently complete the work.

3. Roadway and Drainage Construction Operations

Construction and maintenance activities are performed in accordance with applicable standards, specifications, and contract requirements. Work may include roadway repairs, asphalt patching, pavement rehabilitation, grading, shoulder reconstruction, curb and gutter installation, sidewalk repairs, culvert replacement, drainage structure repairs, storm drain maintenance, erosion control measures, sediment removal, and site stabilization.

For emergency situations, temporary measures such as traffic control devices, erosion protection, temporary roadway stabilization, drainage bypasses, or temporary surface restoration may be implemented to maintain public safety and infrastructure functionality until permanent repairs can be completed.

4. Traffic Control and Public Safety

Maintaining safe traffic flow and protecting the public are critical components of every assignment. Traffic control plans are implemented in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and project-specific requirements. Appropriate signage, barricades, channelization devices, flagging operations, and pedestrian accommodations are utilized as necessary throughout the duration of the work.

5. Safety and Regulatory Compliance

Safety remains integral to every phase of operations. Crews adhere to OSHA requirements, site-specific safety plans, excavation safety procedures, traffic control standards, and environmental regulations. Daily safety meetings, hazard assessments, and continuous field supervision are conducted to maintain a safe work environment for employees and the public.

6. Quality Assurance and Verification

All completed work is inspected by supervisory personnel to verify compliance with project requirements, applicable standards, and quality expectations. Roadway surfaces, drainage facilities, erosion control measures, and restoration work are evaluated to ensure functionality, durability, and long-term performance prior to project closeout.

7. Communication and Documentation

Crosstown Construction & Trucking maintains open communication with agency representatives throughout each assignment. Daily reports, photographs, material records, equipment utilization logs, and progress updates are documented and provided as required. Any unforeseen conditions or scope modifications are communicated promptly to facilitate timely decision-making and project continuity.

8. Resource Availability and Readiness

We maintain a dedicated workforce, modern construction equipment fleet, commercial hauling capabilities, and established supplier relationships to ensure continuous operational readiness. This allows Crosstown Construction & Trucking to respond rapidly to scheduled assignments, emergency call-outs, storm-related events, roadway failures, and drainage system deficiencies while effectively managing multiple concurrent projects.

Through this systematic approach, Crosstown Construction & Trucking delivers safe, efficient, and cost-effective roadway and drainage services that protect public infrastructure, enhance roadway safety, and support the long-term operational needs of our clients.

Understanding of the Scope of Work

Crosstown Construction understands that the Village of Ruidoso requires qualified on-call contractors capable of providing roadway, water, wastewater, and drainage infrastructure services on an as-needed basis. The requested services include the installation, repair, rehabilitation, and maintenance of water distribution and wastewater collection systems, including associated appurtenances, lift stations, manholes, hydrants, valves, service lines, and roadway restoration.

We understand that work assignments will be issued by the Village through written requests for quotations, followed by an executed agreement and/or purchase order authorizing the work. Services may range from routine maintenance and repairs to emergency response and complex utility rehabilitation projects requiring specialized equipment and trenchless technologies.

Crosstown Construction recognizes the importance of maintaining public safety, minimizing service disruptions, protecting existing infrastructure, and restoring all disturbed surfaces to their original condition or better. We further understand that all labor, materials, equipment, supervision, traffic control, and subcontractor coordination necessary to complete each assignment are the responsibility of the contractor.

All work will be performed in accordance with applicable EPA, NMED, AWWA, New Mexico Public Works, and Village of Ruidoso standards and specifications. We understand that projects exceeding applicable thresholds will require compliance with current New Mexico prevailing wage requirements and all other state and federal regulations.

Crosstown Construction is prepared to provide qualified personnel, equipment, materials, and subcontractor resources necessary to successfully perform the services outlined in the RFP and respond promptly to the Village's operational and emergency needs.

This is the type of narrative typically included in the Technical Proposal section of an RFP response.

Emergency Response Capability and Mobilization

Crosstown Construction understands that failures within water, wastewater, roadway, and drainage infrastructure can create immediate public health, safety, environmental, and operational concerns. As an on-call contractor, we are prepared to respond rapidly to emergency situations and provide the personnel, equipment, materials, and management resources necessary to restore critical services as quickly and safely as possible.

Our emergency response program includes 24-hour availability for urgent utility repairs, including water main breaks, sewer line failures, lift station malfunctions, manhole collapses, valve failures, roadway failures related to utility infrastructure, and other unforeseen emergencies. Designated project managers and field supervisors are available to receive emergency notifications and initiate response procedures at any time.

Upon notification by the Village of Ruidoso, Crosstown Construction will assess the scope of the emergency, mobilize qualified personnel, and dispatch the appropriate equipment and materials necessary to stabilize the situation and begin corrective action. Depending on the nature of the emergency, resources may include excavation equipment, vacuum trucks, pumps, bypass pumping systems, trench safety systems, traffic control devices, service vehicles, and specialized utility repair equipment.

Our mobilization process is designed to minimize response times and ensure effective coordination with Village personnel. Field crews can be assembled and deployed rapidly, and we maintain relationships with suppliers, equipment providers, and subcontractors to support emergency operations when additional resources are required. Qualified subcontractors are available to provide specialty services such as trenchless rehabilitation, coating systems, bypass pumping, traffic control, paving restoration, and other specialized work.

Crosstown Construction places a high priority on safety during emergency operations. All emergency work will be performed in accordance with OSHA requirements, Village standards, applicable state and federal regulations, and established industry best practices. Site stabilization, public protection, traffic management, environmental controls, and utility coordination will be implemented as necessary to protect residents, employees, and infrastructure.

We are committed to maintaining open communication throughout emergency events by providing regular status updates, estimated restoration schedules, and documentation of completed work. Our goal is to work collaboratively with the Village of Ruidoso to restore services efficiently, minimize disruptions to the community, and ensure the long-term reliability of critical infrastructure systems.

Compliance, Documentation, and Reimbursement Support

Crosstown Construction is committed to full compliance with all applicable federal, state, and local regulations governing public works construction, including but not limited to EPA, NMED, AWWA standards, New Mexico Public Works requirements, OSHA safety regulations, and Village of Ruidoso specifications. All work will be performed in accordance with the contract documents, approved plans, specifications, and issued work orders.

We maintain a structured quality control and documentation process to ensure accurate tracking of all labor, equipment, materials, and subcontractor activities associated with each project assignment. Daily field reports, inspection records, material submittals, photographs, and as-built documentation will be prepared and submitted as required by the Village.

Crosstown Construction understands the importance of accurate and timely documentation for municipal reporting and potential state or federal reimbursement programs. Our team is experienced in supporting grant-funded and compliance-sensitive projects and will provide documentation in formats suitable for audit review, reimbursement processing, and regulatory verification.

For work orders subject to prevailing wage requirements, we will ensure full compliance with current New Mexico labor wage decisions, including certified payroll reporting and maintenance of required wage documentation. All subcontractors will be held to the same compliance and reporting standards.

We will coordinate closely with Village representatives to ensure all required documentation is submitted in a timely manner and in accordance with project closeout requirements. This includes final quantities, lien waivers, warranties, maintenance records, and any additional documentation necessary for project acceptance and reimbursement eligibility.

Crosstown Construction is committed to transparency, accountability, and administrative accuracy throughout the duration of each project, ensuring the Village has complete and reliable records for all contracted work.

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.

_____ 6/22/26
Signature Date

David Nevarez
Managing Member
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

David Nevarez Managing Member

Typed Name & Title of Authorized Representative

6/26/26

Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

David Nevarez, being first duly sworn, deposes and says:

That he/she is Managing Member of Crosstown Construction & Trucking, LLC 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 22nd day of June 2026

Notary Public: Destry Padilla

My commission expires: 07/23/2029

State of New Mexico
Notary Public
Destry Aline Padilla
Commission Number 1128096
Expiration Date 7/23/2029

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **CROSSTOWN CONSTRUCTION & TRUCKING LLC**

DBA: **CROSSTOWN CONSTRUCTION & TRUCKING LLC**
2800 N MOTEL BLVD BLDG 1
LAS CRUCES, NM 88005-4108

Expires: **16-Jun-2029**

Certificate Number:

L0444744944

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerrillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **CROSSTOWN CONSTRUCTION & TRUCKING LLC**

PERMANENT LICENSE #412199

Located At: **411 ARCHULETA ROAD, LAS CRUCES, NM 88005**

Has complied with the requirements of the law and is hereby licensed as a contractor, to operate under the classification of

GA01, GA03, GA98, GB98, GF04, GF09, GF98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

05/16/2023

Signature of Contractor

Clay Bailey
Director

NOTE: This Certificate is issued and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Commercial Hauler Registration

Crosstown Construction & Trucking, LLC

has met the criteria of the New Mexico Solid Waste Rules, 20.9.3.31 NMAC,
and is registered as a Commercial Hauler
Certificate No. 0307593

issued by

State of New Mexico Environment Department

March 24, 2023

Joan M. Snider Digitally signed by Joan M. Snider
Date: 2023.03.27 09:11:14 -06'00'

Joan Snider, Bureau Chief
Solid Waste Bureau

Expiration Date: March 24, 2028

(msw, c&d, 3)

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Crosstown Construction & Trucking LLC

Crosstown Construction & Trucking LLC
2800 N MOTEL BLVD

LAS CRUCES, NM, 88005

has registered with the Department of Workforce Solutions

Registration Date: 6/6/2025 **Registration Number: 29221819162023**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

OSHA
Occupational Safety and Health Administration

26-602058929

This card acknowledges that the recipient has successfully completed

30-hour Construction Safety and Health

This card issued to:

Daniel Bonilla

William R Devinney
Trainer Name

06/17/2021
Date of Issue

Dona Ana County
Fire Marshal's Office

Certificate of Achievement
to

Daniel Julian Diaz

having successfully completed

Hazardous Material Awareness

July 17, 2001

Adolf Zubia, Fire Marshal

Earl Drexler, Training Officer

CERTIFICATE OF TRAINING

This certificate is awarded to

JULIAN D. DIAZ

For Completion of The 2017 A.C.E. Defensive Driver/Pre-Trip Inspection Program

D. S. SAFETY SERVICES, INC.
P.O. BOX 111
ORFORDVILLE, WI 53576

60 years of safe transportation experience

James T. De Pouw — **Instructor**

Signature James T. De Pouw **Date** 03/04/2017

'2-99-FRC-009

Doña Ana Branch Community College

Emergency Medical Technician - First Responder

This is to certify that

Julian Diaz

has successfully completed the Doña Ana Branch Community College
Emergency Medical Technician First Responder Course and Update.

Miriam R. Weenrick
Instructor

July 1, 1999

Medical Director

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JULIAN D. DIAZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00700
National Incident Management System (NIMS) an Introduction

Issued this 05th Day of January, 2006

0.3 CEU

Stephen G. Sharro
Superintendent, Emergency Management Institute

FEMA Form 20-24, October 05

DETACH THIS STUB

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JULIAN D DIAZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200
ICS for Single Resources and Initial Action Incidents

Issued this 17th Day of August, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JULIAN D DIAZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100
Introduction to the Incident Command System,
(ICS 100)

Issued this 17th Day of August, 2007

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

SCAI TRAINING CENTER

headquarters: 1409 montana ave el paso, texas 79902-5617
(915) 533-8840 fax (915) 533-8843 e-mail: training@scaitc.com www.scaitc.com

BY THE ISSUANCE OF THIS CERTIFICATE TO

ROCKY NEVAREZ

Certificate Number	CSR3691030726

Let it be known that said person has completed the requirements for asbestos accreditation as per Section 206 of TSCA TITLE II, 15 U.S.C. 20646 (as per approval by the State of Texas/United States Environmental Protection Agency: 40 CFR, Part 763, Subpart E, Appendix C)

EPA AHERA ASBESTOS CONTRACTOR/SUPERVISOR REFRESHER COURSE

Furthermore, let it be known that said person passed the required course examination with a score of 70% or higher.

Instructor: Monica A. Acuna

Principal Officer: Luis M. Acuna

Date Course Completed: 3/7/2026
Location: El Paso, Texas
Course Dates: 3/7/2026
Course Exam Date: N/A
Class ID No. CSR3691030726
Registered Sanitation No.:
Accreditation Expiration Date: 3/6/2027

8 CEU As Approved by TDSHS for Sanitarian Continuing Education, §265.147: Professional Sanitarian Commercial CEU Provider Lic # 1064-090001

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 8, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. Change to Sequence of Events:
II. Conditions Governing the Procurement
A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	June 4, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 18, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	June 10, 2026
5. Response to Written Questions	Procurement Manager	June 11, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 22, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 22, 2026 – June 24, 2026
9. Selection of Finalists	Evaluation Committee	June 24, 2026
10. Best and Final Offers	Finalist Offerors	June 24, 2026
11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	July 14, 2026
13. Contract Awards	VOR/ Finalist Offerors	July 14, 2026
14. Protest Deadline	VOR	15 Days from award

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/11/2026 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.

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform construction and/or maintenance of roads, pavement, multi-use trail sections, and parking lots.
2) Installation and repair of related infrastructure such as stormwater drainage systems, riprap, bridge repair, guard rails, sidewalks, signage, and pavement markings.
3) Perform repairs, including excavation and clearing, and installation of culverts from 12" diameter to 96" diameter, including end sections and bands.
4) Perform major and/or minor traffic control management, including the use of traffic control devices.
5) Perform excavation, sub-excavation, backfill, and recompaction for major structures.
6) Perform subgrade preparation and restablization of unstable subgrade. Subgrade shall pass density test upon completion.
7) Performance of street cuts and replacement of road surface to previous condition or better.
8) Must be able to blue top and reshape surface according to blueprints and set plans.
9) Perform slope and bench excavations, including building and removing temporary retaining walls adhering to all safety regulations.
10) Perform major and minor cold milling operations and verify with Village Public Works department on left over material handling.
11) Must be able to perform miscellaneous paving jobs.
12) Perform installation and maintenance of street light fixtures, including service risers, meter pedestals, and light control cabinets.
13) Must be able to form and pour 6in concrete pavement complete and replace in kind dowelled and wire mesh.
14) Shall be able to form and pour structural concrete Class A such as footings, retaining walls, headers, etc.
15) Perform flowable fill in areas of need for slope stabilization.
16) Perform welding of metal railings along sidewalks, stairs, etc.
17) Perform removal of structures and obstructions in roadways, waterways, and various locations.
18) Perform forming, shaping of curb, and pouring of 4in concrete sidewalk.
19) Mobilization must be included in proposals.
20) Qualified contractors would be required to provide own equipment and materials.
21) All materials and procedures shall meet NMDOT and Village of Ruidoso specifications.
22) When services are required, qualified contractors would be requested to provide quotes of the needed services and their availability schedule.
23) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
24) An agreement or acceptance of the quote will be executed in writing and a Purchase Order and will also serve as notice to proceed.
25) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from

the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.

26) Additional services as may be specified by the Village.

27) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 9, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #2

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Corrected Scope of Work – Appendix F (see attached pages 2 and 3)**

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/10/2026 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 #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Crosstown construction & trucking LLC
Company

Signature

6/22/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF
RUIDOSO
NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

All other terms and conditions of RFP #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Crosstown construction & trucking LLC
Company

Signature

6/22/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

On-Call Roadway and Drainage Work

Project: Village of Ruidoso- RFP: 2026-013

Equipment	Hourly Rate
4-CY Front End Loader	$240.00
12-CY Dump Truck	$165.00
18-CY End Dump	$225.00
1.5-CY Backhoe	$190.00
1-CY Skid Steer	$165.00
2-CY Excavator with Thumb	$240.00
140-M Road Grader	$240.00
6-CY Dump Trailer with Truck	$140.00
Mini Excavator 18" Bucket	$165.00
Road Sweeper	$140.00
2000-Gal Water Truck	$190.00
D3 Dozer	$160.00
D6 Dozer	$265.00
Pot Hoe Machine	$150.00
Trench Roller	$100.00
Paving Machine (AP455)	$300.00
Steel Drum Roller	$150.00
Pneumatic Roller	$150.00
Traffic Control	Pending Job Size
Mobilization Per Trip- Equipment	$1,040.00
Per personal/Labor- on the ground	$105.00

Note- Price includes Equipment, Operator and Fuel.

Disposal fees, Asphalt Material, Fitting Material and Bedding Material are not included.

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Highland Enterprises, 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	Consultant
Department: Finance	ATTN: Mike Heard
ATTN: Procurement Manager	Title: Vice President
Street: 313 Cree Meadows Drive	Street: PO Box 2409
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Las Cruces, NM 88004
Phone: 575-258-4343 Ext. 1082	Phone: 575-524-3551
Email: purchasing@ruidoso-nm.gov	Email: hei@highlandnm.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Mike Heard

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:

Highland Enterprises, Inc.:

Mike Heard, Vice President

Date:

ATTEST:
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

Village of Ruidoso
RFP 2026-013P
On-Call Roadway and Drainage Work

Due: June 22, 2026 at 3:00pm

313 Cree Meadow Drive
Ruidoso, NM 88345

Proposal proudly presented by:

HIGHLAND ENTERPRISES • GENERAL CONTRACTOR • LAS CRUCES, N.M. LIC. NO. 4460

Section Divider

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Highland Enterprises, Inc. **FEIN#** 85-0220473

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:
   Highland Enterprises, Inc.
   PO Box 2409, Las Cruces, NM 88004

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

   Name Mike Heard
   Title Vice President
   E-Mail Address hei@highlandnm.com
   Telephone Number 575-524-3551

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

   Name Mike Heard
   Title Vice President
   E-Mail Address hei@highlandnm.com
   Telephone Number 575-524-3551

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

   Name Joel C. Nieto or Justin Hettinga
   Title Senior Estimator Project Engineer
   E-Mail Address hei@highlandnm.com
   Telephone Number 575-524-3551

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:

_____

_____

(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.

Mike Heard

Authorized Signature

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

06/22/2026

Date

We acknowledge the receipt of the following addenda:

Addendum #1, dated 06/08/2026
Addendum #2, dated 06/09/2026

Village of Ruidoso, New Mexico
RFP 2026-013P
On-Call Roadway and Drainage Work

A. Letter of Transmittal

B. Table of Contents

C. Proposal Summary (Optional) – NOT USED

D. Response to Contract Terms and Conditions

E. Offeror's Additional Terms and Conditions

F. Response to Specifications

1. Experience and Past Performance
2. Technical Approach and Understanding of Scope
3. Emergency Response Capability and Mobilization
4. Compliance, Documentation, and Reimbursement Support
5. Campaign Contribution Form
6. Debarment Certification
7. Non-Collusion Affidavit
8. New Mexico Preferences

G. Other Supporting Material

Not Used

D. Response to Contract Terms and Conditions

Response to Contract Terms and Conditions
Highland Enterprises, Inc. has thoroughly reviewed the Professional Services Agreement included as Appendix C of RFP #2026-013P. We find the terms and conditions to be reasonable and acceptable, and we concur with all provisions as written.

Highland Enterprises has extensive experience performing work under public contracts governed by New Mexico procurement law, and we are fully familiar with the requirements outlined in this agreement including compensation and payment terms, termination provisions, appropriations contingencies, equal opportunity compliance, workers compensation, records retention, and indemnification obligations.

We note that Section 39 addresses insurance requirements and specifies Workers Compensation and Errors & Omissions coverage. Highland Enterprises maintains comprehensive insurance coverage including general liability and commercial auto insurance in addition to the coverages specified, and we will provide certificates of insurance naming the Village of Ruidoso as an additional insured with the required 30-day cancellation notice prior to contract execution.

Highland Enterprises accepts all contract terms and conditions as set forth in Appendix C without exception or deviation. We are ready to execute the agreement upon award and look forward to serving the Village of Ruidoso

E. Offeror's Additional Terms and Conditions

Offeror's Additional Terms and Conditions

Highland Enterprises, Inc. has no additional terms or conditions to propose. We accept the contract terms and conditions as presented in Appendix C of RFP #2026-013P On-Call Roadway and Drainage Work in their entirety and do not seek any modifications or substitutions. We are prepared to execute the Professional Services Agreement as written upon selection and award.

Section Divider

1. Experience and Past Performance (25 pts)

We understand that the Village of Ruidoso is looking for a contractor with proven capacity to move quickly, work safely, and handle the logistical complexity of roadway construction and maintenance, and drainage projects. That is what we do every day.

Highland Enterprises, Inc. has been a General Contractor in Las Cruces since 1972 with an emphasis in dirt work, utilities, and paving. We are a registered Small Business through SAM.gov, and an approved vendor with the New Mexico Department of Transportation. We hold multiple job order contracts with CES and RS Means, as well as numerous state price agreements. In 2022, 2023, and 2025 Highland was honored with CES's *One Million Dollar Club* recognition, and in 2024, we reached their *Two Million Dollar Club* — a testament to our growing partnerships and performance. We are one of the few construction companies that has full capabilities in the installation of new roadways, maintenance and repair of existing roadways, utilities installation, concrete placement, site preparation and earthwork. Highland knows the challenges of all types of construction projects, and the unexpected issues that sometimes arise when completing projects

Additionally, Highland Enterprises owns, operates, and maintains its own fleet of vehicles and equipment. This allows Highland to self-perform the majority of work on all of our projects. We have the heavy equipment required for all projects: dozers, graders, water trucks, asphalt paving equipment, backhoes, scrapers, loaders, trackhoes, end dumps, belly dumps, tandems, forklifts, cranes, paving machines, and curb machines. Because we maintain our own fleet of trucks and equipment, Highland Enterprises has full control over delivery logistics, which means we can **mobilize to any job quickly**. This internal transportation capability allows us to respond rapidly to project needs, stay on schedule, and maintain cost-efficiency across all delivery operations. This makes us uniquely positioned to not only provide the transportation and delivery of the products required for any project, but it also makes the delivery of the scope of work for the projects more affordable.

1. Experience and Past Performance (25 pts) - continued

In Lincoln County, Highland completed the Eagle Creek Canyon Road paving project in 2024-2025, a $900,000 roadway contract that gives us active working relationships and logistical familiarity in the Ruidoso area. We have also performed flood control and drainage infrastructure work for Doña Ana County, including the Lily Pond Drainage Infrastructure project ($1,880,054), drainage and erosion control at Veteran's Memorial Park, the Dripping Springs Road Reconstruction ($797,467), and storm drainage work on the City of Las Cruces Bike Pedestrian Infrastructure project ($3,043,648). We hold approximately 16 active New Mexico state price agreements and are registered in SAM.gov (CAGE #OHM24), demonstrating our standing as a compliant, active participant in public procurement.

Highland Enterprises has over 50 years of experience working for New Mexico municipalities, counties, and state agencies. We know how to work within public agency structures, meet documentation requirements, and deliver results under pressure. The Village of Ruidoso can count on us to bring that same track record to this contract. Highland has provided construction services for numerous government agencies, many completed under job order contracts and task orders. Some of these entities include the City of Las Cruces, Dona Ana County, State of New Mexico Department of Transportation (NMDOT), State of New Mexico GSD, State of New Mexico Parks and Recreation, CRUAA, Dona Ana Mutual Domestic Water Consumers Association (DAMDWCA), Lower Rio Grande Public Water Works Association (LRGPWWA), NASA, Spaceport America, Lincoln County, City of Farmington, Village of Logan, Village of Hatch, City of Sunland Park, and the City of Anthony. We know the nuances and demands of contracts and schedules of many different agencies, and we have the grit and know-how to meet those demands.

Moreover, we know the challenges of roadway and drainage projects: finding the products close to the project sites to cut down on transportation costs and time; we know that many types of roadway projects, such as fog seal and chip seal, can only be applied for about 20 weeks out of the year due to weather conditions and that plays into ordering, scheduling, and delivering products in a timely manner.

2. Technical Approach and Understanding of Scope (25 pts)

Because this on-call contract may encompass a wide range of construction, civil, and site-development tasks, Highland Enterprises approaches each project by applying a structured, proven project-delivery process that ensures quality, safety, communication, and schedule control regardless of the specific scope. As a highly experienced and capable general contractor, Highland brings the personnel, equipment, internal crews, and subcontractor resources necessary to deliver any size of project included within this contract.

General Technical Approach

1. Project Initiation & Scope Confirmation

Upon receipt of a task order, Highland conducts a rapid but thorough review of the scope, site conditions, design documents, and project constraints. A Project Manager and Estimator collaborate to develop the work plan, identify required materials and equipment, and establish preliminary sequencing of major tasks. When necessary, we coordinate immediately with the Owner and engineer to clarify details and ensure expectations are aligned prior to mobilization.

2. Detailed Work Planning & Scheduling

Highland develops a project-specific schedule outlining major tasks and subtasks such as demolition, excavation, utilities, concrete, building work, inspections, and final stabilization. The schedule includes crew assignments, subcontractor integration points, procurement lead times, and critical path items. Safety requirements and site logistics are incorporated into every plan.

3. Execution Using Specialized Self-Perform Crews

Highland's strength is our ability to self-perform a wide range of work, allowing us to control quality, schedule, and cost. Our internal capabilities include:

- Dirt Work: cut-to-fill operations, import/export, trucking, riprap and gabion installation.
- Utility Construction: water, sewer, gas, and storm drain installation.
- Erosion Control: seeding, revegetation, wattles, gravel berms, SWPPP management, and engineered controls.
- Concrete Construction: new placement, removal/replace, sidewalks, curbs, retaining walls, formed structures.
- Roadway & Site Surfacing: asphalt paving, chip seal, fog seal, prime/tack applications, soil stabilization products, and specialty surfacing such as courts and tracks.
- Metal Building Erection: including design-build capability with architectural/engineering partners.
- General Building Construction: remodels, vertical construction, water/wastewater facilities, stations, and municipal buildings.

With this breadth of expertise, our technical approach is flexible and scalable for virtually any task order.

4. Quality Control, Communication & Documentation

Each project includes a site-specific Quality Control Plan. Daily reports, testing coordination, progress photos, and communication logs are maintained by the Jobsite Superintendent. The General Superintendent provides oversight, ensuring consistency across projects and keeping the Owner informed of progress, sequencing, and any necessary adjustments.

2. Technical Approach and Understanding of Scope (25 pts) – Continued

Team Organization & Roles

Highland's organizational structure is built for multi-project delivery:

General Superintendents:
Oversee all active projects, maintain consistent communication with Owners, ensure quality and safety standards, and coordinate specialty crews as workflows shift.

Jobsite Superintendents:
On site daily managing field crews, subcontractors, materials, inspections, and schedule execution. Serve as the primary on-site point of contact for inspectors and engineers.

Project Managers:
Lead project planning, procurement, scheduling, RFI/submittal management, pay applications, and project closeout.

Estimators:
Support the development of scopes, quantity takeoffs, pricing, and changes throughout the life of the project.

Specialty Crews:
Dirt, concrete, utilities, and finishing crews rotate in and out based on project phase to maintain efficiency and reduce idle time.

This structure ensures each project receives both daily on-site management and higher-level oversight for coordination, problem-solving, and schedule control.

Summary

Highland Enterprises' technical approach is grounded in versatility, strong project management, and a highly skilled workforce. Our ability to self-perform the majority of civil, utility, roadway, erosion control, and general construction services allows us to deliver consistent, high-quality results across a wide range of project types. Our structured team organization, proven planning process, and reliable subcontractor network ensure that each task order is completed safely, efficiently, and to the Owner's standards.

Highland's technical approach is straightforward: we show up with the right equipment, the right people, and the right systems and we do not stop until the work is done.

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At Highland Enterprises, we specialize in delivering top-quality drainage solutions tailored to meet the unique needs of our clients. From expertly crafted drainage ponds and intricate concrete drain systems to durable rip-rap rock structures, we ensure each project is built to last. Our commitment to precision, innovation, and customer satisfaction sets us apart as a trusted leader in the construction industry.

3. Emergency Response Capability and Mobilization (25 pts)

When the Elephant Butte Irrigation District called Highland Enterprises in the middle of the night during the 2006 Hatch flood, we did not schedule a site visit for the following week. We mobilized our equipment, drove to the site, and worked through the night and into the next day to protect a neighborhood from floodwaters. That is how Highland responds to emergencies and that responsiveness is built into how we run our company.

Highland Enterprises is uniquely positioned among New Mexico contractors to mobilize rapidly for roadway and drainage operations. We own, operate, and maintain a fleet of over 300 vehicles and pieces of equipment including excavators, track hoes, wheel loaders, skid steers, dozers, motor graders, tandem dump trucks, belly dumps, end dumps, lowboy trailers, and water trucks. All of this equipment is maintained in-house by our own mechanics, meaning it is ready to deploy without waiting on rental availability or third-party maintenance. We do not need to make phone calls to equipment companies before we can move. We load our own trailers, drive our own trucks, and put our own operators on the machines.

Our trucking fleet is one of our greatest mobilization assets. We own Kenworth semi trucks, multiple International, Mack, Ford, and Volvo tandem dump trucks, Roadmaster belly dump trailers, end dump trailers, and a full complement of lowboy and flatbed transport trailers. This means we can move heavy equipment to a Ruidoso-area job site the same day a task order is issued no rental lead times, no third-party scheduling, no delays. We have done this before. When a project demands it, we load and go.

Our workforce is equally ready. Highland currently employs 60 people, including OSHA-trained heavy equipment operators, CDL drivers with hazmat endorsements, certified flaggers, traffic control personnel, experienced laborers, and dedicated project management staff. Our employees average more than 10 years with the company, meaning these are not crews learning on the job they are experienced professionals who have worked together across hundreds of projects. In an emergency response context, that cohesion matters.

For sustained operations under emergency conditions, Highland has the depth to run multiple crews simultaneously across different roadway and drainage projects. Our general superintendent structure allows us to maintain oversight across concurrent work fronts, keeping operations coordinated and quality consistent even as the scale of the operation grows. We can increase crew size and equipment deployment as the scope expands, drawing on our established subcontractor network in the Lincoln County and Ruidoso area for additional support where needed.

Staging is not a concern for us. Through our years of ranching and construction activity in the region, Highland has contacts and familiarity with the Lincoln County area that would allow us to identify and secure a suitable staging site quickly upon contract award. We are accustomed to establishing temporary field operations in communities away from our Las Cruces base we have done this throughout New Mexico on NMDOT, state agency, and municipal contracts.

Emergency roadway clearance is a specific capability we want to highlight. Our motor graders, loaders, and dozers can open blocked roads quickly. Our water trucks and sweepers can address dust and sediment. Our trucking fleet can begin hauling cleared material the same day. For the Village of Ruidoso's most time-sensitive needs getting roads open, protecting public safety, and beginning the recovery process Highland can be on the ground and productive faster than any contractor that relies on rented equipment or subcontracted crews.

We are the Can Do, Will Do company. That is not just a tagline. It is the standard we hold ourselves to every time a client calls.

4. Compliance, Documentation, and Reimbursement Support (25 pts)

Highland Enterprises understands that in a Public Works environment, the documentation is as important as the work. A roadway or drainage project that is not properly documented is a liability, not an asset to the contractor and to the municipality. We take compliance seriously, and we have the systems, the personnel, and the discipline to support the Village of Ruidoso's reimbursement process from the first load to the final audit.

Our load ticketing system is the backbone of our documentation process. Every load of debris, base course, concrete, asphalt, and equipment is tracked with a paper load ticket that captures the date, time, driver, truck identification, load type, collection location, estimated volume or weight, and destination facility. Tickets are collected, reviewed, and compiled daily by our on-site project manager. Additionally, all bill of lading tickets for materials and supplies are collected daily onsite for each project location. This ticketing system creates a continuous, auditable record of all material and equipment moved to and from the project that protects the Village's reimbursement claims against challenge.

For this contract, Highland will assign a dedicated project manager who will be present on-site during operations. This is not an administrative function handled from an office in Las Cruces; this is a boots-on-the-ground role responsible for day-to-day documentation management, compliance oversight, and direct communication with Village representatives. Our project manager will maintain daily operational logs, coordinate with supplier and disposal facility personnel to confirm trip and load receipts, document any hazardous material encounters and disposal actions, and prepare the regular progress reports and pay application support that the contract requires.

Highland is experienced in regulatory compliance across multiple frameworks. We have operated under NMDOT price agreement requirements, state agency procurement standards, and federal facility environmental protocols including our lead abatement work at White Sands Test Facility, which required strict chain-of-custody documentation for hazardous waste disposal. Our CDL drivers hold hazmat endorsements, and we are familiar with the manifesting and disposal requirements for regulated materials that may appear in a post-disaster debris stream.

On the environmental compliance side, we have carried SWPPP certifications and are experienced in implementing erosion control, stormwater management, and dust suppression measures on active debris sites. We understand the environmental protections that apply to TDSRS operations, including leachate management, burn area setbacks, and air quality compliance for reduction operations. We will operate our staging and reduction site in full compliance with all applicable New Mexico Environment Department, EPA, and local ordinances.

We are registered and active in SAM.gov (CAGE #OHM24), hold New Mexico Permanent Contractor License #4460 with unlimited dollar authority, and currently hold approximately 16 active New Mexico state price agreements demonstrating our long-standing compliance standing with public procurement requirements across the state.

5. **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.

Mike Heard 06/22/2026
Signature Date

Vice President
Title (Position)

6. **Debarment Certification (Appendix G)**

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

Mike Heard, Vice President

Typed Name & Title of Authorized Representative

06/22/2026

Date

Signature of Authorized Representative

7. **Non-Collusion Affidavit (Appendix H)**

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

Mike Heard, being first duly sworn, deposes and says:

That he/she is Vice President of Highland Enterprises, 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: Mike Heard

SUBSCRIBED and sworn to before me this 22 day of June 20 26

Notary Public:

My commission expires: 09/16/26

CELESTE RIVERA
Notary Public - State of New Mexico
Commission # 1138787
My Comm. Expires Sep 16, 2026

8. New Mexico Preferences

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HIGHLAND ENTERPRISES, INC.**

DBA: **HIGHLAND ENTERPRISES INC**
PO BOX 2409
LAS CRUCES, NM 88004-2409

Expires: **09-Jan-2027**

Certificate Number:

L1977722480

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

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Section Divider

- Insert licenses and certifications here

HIGHLAND ENTERPRISES, INC.

GENERAL CONTRACTOR: LIC. NO. 4460

P.O. BOX 2409: Las Cruces NM 88004: (575) 524 -3551: FAX (575) 526-0835

RESOLUTION REGARDING

PROPER AUTHORIZATION

OF

BID FORMS AND CONTRACT DOCUMENTS

WHEREAS, Highland Enterprises, Inc. desires to submit bids and contract documents in the official form, for construction, it is resolved that Mark Hettinga as the President of the Corporation, Michael Heard as the Vice President of the Corporation or Susan Hettinga as the Secretary of the Corporation be the only authorized members of the Corporation to sign and submit bids and contract documents on the official bid forms and contract documents.

WHEREAS, Highland Enterprises, Inc. Board of Directors agreed to and approved the above regarding bidding of work,

THEREFORE, BE IT RESOLVED, that Mark Hettinga as President of the Corporation, Michael Heard as the Vice President of the Corporation or Susan Hettinga as the Secretary of the Corporation be the only members of the Corporation to authorize the bidding of construction work and the only members authorized to sign the official bid forms and contract documents.

This resolution is a part of the Corporation Minutes this 15th day of April 2024.

Mark Hettinga
President

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **HIGHLAND ENTERPRISES INC**

PERMANENT LICENSE #4460

Located at: **P.O. BOX 2409, LAS CRUCES, NM 88004**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA98, GB98, GF01, GF03, GF04, GF05, GF08, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

01/24/1972

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HIGHLAND ENTERPRISES INC

LICENSE NUMBER

4460

Qualifying Party(S)

HETTINGA MARK

EXPIRES

03/31/2028

CLASSIFICATION(S)

GA98. GB98. GF01. GF03
GF04. GF05. GF08. GF09

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration

This is to certify that

HIGHLAND ENTERPRISES, INC.

Highland Enterprises INC
645 S COMPRESS RD

LAS CRUCES, NM, 88005-2709

has registered with the Department of Workforce Solutions

Registration Date: 5/27/2025 **Registration Number: 0971920090606**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

Contractor Registration Certificate

Registration Details

FEIN: 85-0220473
Registration Number: 0971920090606
Company Name: HIGHLAND ENTERPRISES, INC.
Doing Business As (DBA) Name: Highland Enterprises INC
Registration Date: 05/27/2025
Registration Expiration Date: 06/23/2027
Status: Active
Phone Number: 5755243551
Email: hei@highlandnm.com

Doña Ana County

Certificate of Business Registration

HIGHLAND ENTERPRISES INC
645 S COMPRESS RD
LAS CRUCES, NM 88005

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of $35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2026.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 2nd day of December 2025.

Doña Ana County Clerk

Deputy Clerk

Doña Ana County Clerk's Office — Preserving History & Democracy

State of New Mexico — County Clerk — Doña Ana County

CITY OF LAS CRUCES

P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2026 - 07

Type	Number
Business Registration License - CONSTRUCTION / CONTRACTING	3205-24-
	Issue Date
	07/10/2025
	Expires
	07/29/2026

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Highland Enterprises, Inc.

645 COMPRESS Rd
LAS CRUCES, NM 88005

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

Cost Proposal/Schedule of Services

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

SECTION I

CHIPSEAL AGGREGATES, FLEXIBLE BASE AGGREGATES, CRUSHED DOLOMITE, MASONRY SAND

Item	Description:	Unit:	Bid:
1	CLEARING & GRUBBING	Acre	$ 3,000.00
2	GENERAL SEEDING BLM MIX PER ACRE COMPLETE	Acre	$ 14,000.00
3	UNCLASSIFIED EXCAVATION (0 TO 100 CY)	CY	$ 25.00
4	UNCLASSIFIED EXCAVATION (101 TO 300 CY)	CY	$ 20.00
5	UNCLASSIFIED EXCAVATION (301 PLUS CY)	CY	$ 16.00
6	BORROW (0 TO 300 CY) PIT RUN	CY	$ 35.00
7	BORROW (301 PLUS CY) PIT RUN	CY	$ 32.00
8	ROCK EXCAVATION PER NMDOT SPECIFICATIONS SECTION 203	CY	$ 195.00
9	SUBGRADE PREP (0 TO 4,000 SY)	SY	$ 6.30
10	SUBGRADE PREP (4,001 TO 20,000 SY)	SY	$ 3.90
11	SUBGRADE PREP (20,001 PLUS SY)	SY	$ 3.80
12	LINEAR GRADING 12' TO 60' WIDTH (0 TO 5 MILE)	Mile	$ 16,500.00
13	LINEAR GRADING 12' TO 60' WIDTH (5.1 PLUS MILE)	Mile	$ 16,500.00
14	PROOF ROLLING 12' TO 60' WIDTH (0 TO 5 MILE)	Mile	$ 35,200.00
15	PROOF ROLLING 12' TO 60' WIDTH (5.1 PLUS MILE)	Mile	$ 28,160.00
16	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT & BASE COURSE (6" DEPTH) COMPLETE IN PLACE (0 TO 16,500 SY)	SY	$ 5.60
17	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT & BASE COURSE (6" DEPTH) COMPLETE IN PLACE (16,501 PLUS SY)	SY	$ 5.00
18	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT & BASE COURSE (8" DEPTH) COMPLETE IN PLACE (0 TO 16,500 SY)	SY	$ 5.90
19	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT & BASE COURSE (8" DEPTH) COMPLETE IN PLACE (16,501 PLUS SY)	SY	$ 5.10
20	6" DEPTH - BASE COURSE NMDOT TYPE I OR TYPE II CONTRACTOR FURNISHED, HAULED & INSTALLED COMPLETE IN PLACE (0 TO 20,000 SQ. YDS)	SY	$ 16.41
21	6" DEPTH - BASE COURSE NMDOT TYPE I OR TYPE II CONTRACTOR FURNISHED, HAULED & INSTALLED COMPLETE IN PLACE (20,001 SQ. YDS PLUS)	SY	$ 16.35
22	8" DEPTH - BASE COURSE NMDOT TYPE I OR TYPE II CONTRACTOR FURNISHED, HAULED & INSTALLED COMPLETE IN PLACE (0 TO 20,000 SQ. YDS)	SY	$ 23.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

23	8" DEPTH - BASE COURSE NMDOT TYPE I OR TYPE II CONTRACTOR FURNISHED, HAULED & INSTALLED COMPLETE IN PLACE (20,001 SQ. YDS PLUS)	SY	$	20.80
24	LIME PER TON INCLUDING WATER, AND HANDLING TO STABILIZE SUB-GRADE. CONTRACTOR WILL ALSO BE PAID PROCESS, PLACE & COMPACT ITEM.	Ton	$	390.00
25	CEMENT PER TON INCLUDING WATER, AND HANDLING TO STABILIZE SUB-GRADE OR BASE. CONTRACTOR WILL ALSO BE PAID PROCESS, PLACE & COMPACT ITEM.	Ton	$	390.00
26	TYPE 1 GEOGRID REINFORCEMENT, NMDOT TABLE 604-A.2.1:1, COMPLETE IN-PLACE	SY	$	7.50
27	COLD MILLING PER SQYD INCH INCLUDING HAUL AND DISPOSAL OF MATERIAL (PAVEMENT & BASE COURSE)	SY/IN	$	2.60
28	1" AGGREGATES	TON	$	39.00
29	3/4" AGGREGATES	TON	$	40.00
30	5/8" AGGREGATES	TON	$	45.00
31	1/2" AGGREGATES	TON	$	45.00
32	3/8" AGGREGATES	TON	$	47.35
33	NMDOT TYPE 1 or II BASE COURSE	TON	$	28.20
34	TXDOT FLEX BASE Grade 1 - 2	TON	$	66.00
35	COLD MIX	TON	$	210.00
36	CRUSHED DOLOMITE (LIMESTONE CRUSHER FINES)	TON	$	34.15
37	MASONRY SAND	TON	$	87.00
38	RIPRAP -CLASS A	TON	$	45.00
39	RIPRAP -CLASS B	TON	$	45.00
40	RIPRAP -CLASS C	TON	$	131.00
41	RIPRAP -CLASS D	TON	$	131.00
42	RIPRAP - RIVER ROCK (3" - 6")	TON	$	211.00
43	TYPE (CLASS) 1 - GEOGRID	SY	$	7.50
44	TYPE (CLASS) 2 - GEOGRID	SY	$	5.75
45	TYPE (CLASS) 3 - GEOGRID	SY	$	4.50
46	ROCK SALT	TON	$	76.00
47	DELIVERY COST (Will be calculated from nearest County Public Works Yard)	TON/MILE	$	0.53

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

SECTION II
BITUMINOUS MATERIALS

Item	Description:	Unit:	Bid:
1	ASPHALT SS-1H OR CSS-1H FOR TACK COAT COMPLETE IN PLACE MINIMUM APPLICATION RATE 0.06 TO .10 GALLONS PER SY	SY	$ 2.00
2	ASPHALT AEP OR PEP FOR PRIME COAT. CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE MINIMUM APPLICATION RATE 0.25 TO .40 GALLONS PER SY	SY	$ 2.10
3	AGG. PRIME COAT (AEP & 3/8" AGG). CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE MINIMUM APPLICATION RATE 0.35 TO 0.45 GALLONS PER SY	SY	$ 5.50
4	HFE 150. CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE (0 TO 50 TONS)	Ton	$ 1,150.00
5	HFE 150. CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE (51 PLUS TONS)	Ton	$ 740.00
6	HFE 300. CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE (0 TO 50 TONS)	Ton	$ 1,600.00
7	HFE 300. CONTRACTOR FURNISHED & INSTALLED COMPLETE IN PLACE (51 PLUS TONS)	Ton	$ 800.00
8	ASPHALT SS-1H OR CSS-1H FOR FOG SEAL COMPLETE IN PLACE MINIMUM APPLICATION RATE 0.15 TO 0.30 GALLONS PER SY	SY	$ 1.25
9	P.M.B.P. "COLD-MIX" FURNISHED AT PLANT BY CONTRACTOR. HAULDED & INSTALLED BY OWNER.	Ton	$ 180.00
10	P.M.B.P. (SP-III OR SPIV) FURNISHED AT PLANT BY CONTRACTOR. HAULED & INSTALLED BY OWNER.	Ton	$ 135.00
11	P.M.B.P. (SP-III OR SP-IV) COMPLETE IN PLACE (0 TO 100 TONS)	Ton	$ 335.00
12	P.M.B.P. (SP-III OR SP-IV) COMPLETE IN PLACE (100 PLUS TONS)	Ton	$ 225.00
13	P.M.B.P. (SP-IV) 2" THICKNESS COMPLETE IN PLACE (0 TO 7500 SY)	SY	$ 37.00
14	P.M.B.P. (SP-IV) 2" THICKNESS COMPLETE IN PLACE (7500 PLUS SY)	SY	$ 26.25
15	P.M.B.P. (SP-III OR SP-IV) PAVEMENT - 3" THICKNESS COMPLETE IN PLACE (0 TO 7500 SY)	SY	$ 94.00
16	P.M.B.P. (SP-III OR SP-IV) PAVEMENT - 3" THICKNESS COMPLETE IN PLACE (7500 PLUS SY)	SY	$ 88.00
17	SINGLE PENETRATION CHIP SEAL. CONTRACTOR FURNISHED AGGREGATE AND ASPHALT. CONTRACTOR HAULS & INSTALLS COMPLETE IN PLACE (0 TO 8,000 SY) 100P OIL, 3/8" OR 1/2" NMDOT AGGREGATES	SY	$ 7.35
18	SINGLE PENETRATION CHIP SEAL. CONTRACTOR FURNISHED AGGREGATE AND ASPHALT. CONTRACTOR HAULS & INSTALLS COMPLETE IN PLACE (8,000 SY PLUS) 100P OIL, 3/8" OR 1/2" NMDOT AGGREGATES	SY	$ 5.75
19	DOUBLE PENETRATION CHIP SEAL. CONTRACTOR FURNISHED AGGREGATE & ASPHALT. [1ST PEN HFE 90 3/4" AGGREGATE, 2ND PEN HFE 100P 5/8" OR 1/2" AGGREGATE (0 TO 8,000 SY)	SY	$ 12.60
20	DOUBLE PENETRATION CHIP SEAL. CONTRACTOR FURNISHED AGGREGATE & ASPHALT. [1ST PEN HFE 90 3/4" AGGREGATE, 2ND PEN HFE 100P 5/8" OR 1/2" AGGREGATE (8,000 PLUS SY)	SY	$ 10.50

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

Item	Description:	Unit:	Bid:
21	ASPHALT EMULSIFIED PRIME (AEP)	TON	$ 780.00
22	ASPHALT EMULSIFIED PRIME (AEP), DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 845.00
23	ASPHALT EMULSIFIED PRIME (AEP), DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 1,000.00
24	SS-1 EMULSIFIED ASPHALT, FOB PLANT	TON	$ 590.00
25	SS-1 EMULSIFIED ASPHALT, DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 658.00
26	SS-1 EMULSIFIED ASPHALT, DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 1,000.00
27	HIGH FLOAT EMULSION 100 P, FOB PLANT	TON	$ 720.00
28	HIGH FLOAT EMULSION 100 P, DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 740.00
29	HIGH FLOAT EMULSION 100 P, DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 685.00
30	HIGH FLOAT EMULSION 90, FOB PLANT	TON	$ 684.00
31	HIGH FLOAT EMULSION 90, DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 655.00
32	HIGH FLOAT EMULSION 90, DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 670.00
33	HIGH FLOAT EMULSION 300, FOB PLANT	TON	$ 650.00
34	HIGH FLOAT EMULSION 300, DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 790.00
35	HIGH FLOAT EMULSION 300, DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 795.00
36	PENETRATING EMULSIFIED PRIME (PEP), FOB PLANT	TON	$ 546.00
37	PENETRATING EMULSIFIED PRIME (PEP), DELIVERED TO VILLAGE-WIDE LOCATIONS.	TON	$ 540.00
38	PENETRATING EMULSIFIED PRIME (PEP), DELIVERED TO VILLAGE-WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 560.00
39	POLYMER MODIFIED CATIONIC SLOW SET EMULSION (CSS-1P) 1:1 DILUTE, FOB PLANT	TON	$ 456.00
40	POLYMER MODIFIED CATIONIC SLOW SET EMULSION (CSS-1P) 1:1 DILUTE, DELIVERED TO COUNTY WIDE LOCATIONS.	TON	$ 465.00
41	POLYMER MODIFIED CATIONIC SLOW SET EMULSION (CSS-1P) 1:1 DILUTE, DELIVERED TO COUNTY WIDE LOCATIONS. ASPHALT DISTRIBUTOR AND OPERATOR INCLUDED.	TON	$ 530.00
42	DELIVERY COST	TON/MILE	$ 0.53
43	DEMURRAGE	HOUR	$ 125.00
44	FREIGHT FOR RETURN	TON	$ 285.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

Section III
FENCING

Item	Description:	Unit:	Bid:
1	5 Strand Barb Wire 4' Fence. Owner furnished. Contractor installs complete in place. (0 to 5,280 LF)	LF	$ 10.50
2	5 Strand Barb Wire 4' Fence. Owner furnished. Contractor installs complete in place. (5,281 plus LF)	LF	$ 9.55
3	6' Chain Link Fence complete in place.	LF	$ 62.36
4	8' Chain Link Fence complete in place.	LF	$ 75.90
5	16' Hinged Gate, NMDOT spec, complete in place	Each	$ 2,905.00
6	6' x 16' Chain Link Sliding Gate complete in place	Each	$ 3,120.00
7	8' x 16' Chain Link Sliding Gate complete in place.	Each	$ 4,080.00

SECTION IV
CONSTRUCTION WATER

Item	Description:	Unit:	Bid:
1	300 BBL, Wheeled Non-Potable Water Tank	Week	$ 1,800.00
2	300 BBL, Wheeled Non-Potable Water Tank	Month	$ 4,000.00
3	500 BBL, Wheeled Non-Potable Water Tank	Week	$ 1,450.00
4	500 BBL, Wheeled Non-Potable Water Tank	Month	$ 2,850.00
5	Water Hauling, County Wide Locations	Hour	$ 160.00
6	Water Hauling, County Wide Locations	Mile	$ 7.20
7	WATER, FRESH, NON-POTABLE	BBL	$ 2.25

SECTION V
CATTLEGUARDS

Item	Description:	Unit:	Bid:
1	STRUCTURAL REPAIRS – SHAPING, MAJOR REPAIRS, MAINTENANCE (CONTRACTOR FURNISHES MATERIALS)	HR	$ 560.00
2	MINOR REPAIRS – NON-STRUCTURAL (COUNTY FURNISHES MATERIALS)	HR	$ 367.00
3	MINOR REPAIRS – NON-STRUCTURAL (CONTRACTOR FURNISHES MATERIALS)	HR	$ 460.00
4	CLEANING, CLEARING, GRUBBING IN, AROUND, UNDER CATTLE GUARD (COUNTY FURNISHES MATERIALS)	HR	$ 250.00
5	CLEANING, CLEARING, GRUBBING IN, AROUND, UNDER CATTLE GUARD (CONTRACTOR FURNISHES MATERIALS)	HR	$ 250.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

6	INSTALL OF 24' (2 - 12' GRIDS, COMPLETE IN PLACE)	EACH	$	2,100.00
7	INSTALL OF 28' (2-14' GRIDS, COMPLETE IN PLACE)	EACH	$	2,100.00
8	12' FOOTER (SET OF 2) (PICKED UP FROM CONTRACTOR)	SET	$	1,250.00
9	12' FOOTER (SET OF 2) (DELIVERED TO SOUTH YARD BY CONTRACTOR)	SET	$	1,550.00
10	12' GRID (1 EACH) (PICKED UP FROM CONTRACTOR)	EACH	$	5,250.00
11	12' GRID (1 EACH) (DELIVERED SOUTH YARD BY CONTRACTOR)	EACH	$	6,525.00
12	14' FOOTER (SET OF 2) (PICKED UP FROM CONTRACTOR)	SET	$	6,125.00
13	14' FOOTER (SET OF 2) (DELIVERED TO SOUTH YARD BY CONTRACTOR)	SET	$	1,562.00
14	14' GRID (1 EACH) (PICKED UP FROM CONTRACTOR)	EACH	$	6,125.00
15	14' GRID (1 EACH) (DELIVERED TO SOUTH YARD BY CONTRACTOR)	EACH	$	6,775.00
16	16' FOOTER (SET OF 2) (PICKED UP FROM CONTRACTOR)	SET	$	1,625.00
17	16' FOOTER (SET OF 2) (DELIVERED TO SOUTH YARD BY CONTRACTOR)	SET	$	7,125.00
18	16' GRID (1 EACH) (PICKED UP FROM CONTRACTOR)	EACH	$	6,720.00
19	16' GRID (1 EACH) (DELIVERED TO SOUTH YARD BY CONTRACTOR)	EACH	$	9,200.00
20	8' FOOT (PICKED UP FROM CONTRACTOR) PER NMDOT SPEC	EACH	$	5,040.00
21	8' FOOT (DELIVERED BY CONTRACTOR) PER NMDOT SPEC	EACH	$	9,600.00
22	WINGS (SET OF 2) (PICKED UP FROM CONTRACTOR)	SET	$	3,500.00
23	WINGS (SET OF 2) (DELIVERED BY CONTRACTOR)	SET	$	6,000.00
24	CATTLEGUARD GRID (PER NMDOT SPEC, DELIVERED BY CONTRACTOR)	SF	$	230.00

SECTION VI

CEMENT & CONCRETE

Item	Description:	Unit:		Bid:
1	CONCRETE PAVEMENT - 4" WITH TINED FINISH COMPLETE IN PLACE	SY	$	200.00
2	CONCRETE PAVEMENT - 6" WITH TINED FINISH COMPLETE IN PLACE	SY	$	270.00
3	CONCRETE PAVEMENT - 8" WITH TINED FINISH COMPLETE IN PLACE	SY	$	356.00
4	CONCRETE PAVEMENT - 10" WITH TINED FINISH COMPLETE IN PLACE	SY	$	580.00
5	CONCRETE PAVEMENT - 12" WITH TINED FINISH COMPLETE IN PLACE	SY	$	445.00
6	REINFORCED CONCRETE FOR MINOR STRUCTURES	CY	$	540.00
7	4" CONCRETE SLAB COMPLETE IN PLACE	SY	$	180.00
8	6" CONCRETE SLAB COMPLETE IN PLACE	SY	$	270.00
9	4" SIDEWALK COMPLETE IN PLACE	SY	$	145.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

10	6" CONCRETE DRIVE PAD	SY	$	225.00
11	6" BARRIER CURB COMPLETE IN PLACE	LF	$	48.00
12	6" X 18" MOUNTABLE CURB COMPLETE IN PLACE.	LF	$	54.00
13	6" X 24" MOUNTABLE CURB COMPLETE IN PLACE.	LF	$	55.00
14	8" X 24" BARRIER CURB & GUTTER COMPLETE IN PLACE TYPE B	LF	$	60.00
15	6" X 36" VALLEY GUTTER WITH WIRE REINFORCEMENT & REBAR COMPLETE IN PLACE.	LF	$	200.00
16	8" X 24" VALLEY GUTTER WITH WIRE REINFORCEMENT & REBAR COMPLETE IN PLACE.	LF	$	60.00
17	8" X 36" VALLEY GUTTER WITH WIRE REINFORCEMENT & REBAR COMPLETE IN PLACE.	LF	$	65.00
18	24" LAYDOWN CURB COMPLETE IN PLACE	LF	$	60.00
19	REMOVE AND DISPOSE OF EXISTING CURB	LF	$	96.00
20	REMOVE AND DISPOSE OF EXISTING SIDEWALK	SY	$	180.00

SECTION VII

Culverts

Item	Description:	Unit:		Bid:
1	6" X 30" BARRIER CURB & GUTTER COMPLETE IN PLACE TYPE B	LF	$	80.00
2	12" CULVERT PIPE COMPETE IN PLACE.	LF	$	100.00
3	18" CULVERT PIPE COMPETE IN PLACE.	LF	$	156.00
4	24" CULVERT PIPE COMPLETE IN PLACE.	LF	$	250.00
5	24" END SECTION COMPLETE IN PLACE	EA	$	2,227.00
6	30" CULVERT PIPE COMPLETE IN PLACE.	LF	$	214.00
7	30" END SECTION COMPLETE IN PLACE	EA	$	2,384.00
8	CLEANING OF CULVERTS AND DRAINAGE STRUCTURES	LF	$	80.00

SECTION VIII

MATERIAL, WATER & DEMOLITION HAULING

Item	Description:	Unit:		Bid:
1	TRUCK AND TRAILER, BELLY DUMP	HOUR	$	165.00
2	TRUCK AND TRAILER, BELLY DUMP	TON/MILE	$	0.53
3	TRUCK AND TRAILER, END DUMP	HOUR	$	155.00
4	TRUCK AND TRAILER, END DUMP	TON/MILE	$	0.50
5	TANDEM	HOUR	$	150.00
6	TANDEM	TON/MILE	$	0.50
7	WATER HAULING, COUNTY WIDE LOCATIONS	HOUR	$	160.0

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

SECTION IX
EQUIPMENT TRANSPORT

Item	Description:	Unit:	Bid:
1	WIDE LOAD TRANSPORT, INTRASTATE	MILE	$ 8.50
2	LOW BOY, 102" 3 AXLE WITH OUTRIGGER CAPABILITY, INTERSTATE	HOUR	$ 220.00
3	OTHER MOBILIZATION/DEMOBILIZATION: PER MILE, PER TRIP 1 TRUCK AND TRAILER OR 1 EQUIPMENT TRANSPORT PER TRIP	MILE	$ 6.00

SECTION X
STRIPING (NMDOT SECTION 704)

Item	Description:	Unit:	Bid:
1	4" REFLECTORIZED PAINTING MARKINGS COMPLETE IN PLACE	LF	$ 2.40
2	REFLECTIVE PAVEMENT MARKINGS, TYPE B, COMPLETE IN PLACE	EA	$ 16.00
3	REFLECTIVE PAVEMENT MARKINGS, TYPE D, COMPLETE IN PLACE	EA	$ 16.00
4	REFLECTIVE PAVEMENT MARKINGS, TYPE G, COMPLETE IN PLACE	EA	$ 14.00
5	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKERS, COMPLETE IN PLACE	EA	$ 16.00

SECTION XI
TRAFFIC CONTROL ITEMS

Item	Description:	Unit:	Bid:
1	SEQUENTIAL ARROW DISPLAY	EA	$ 3,800.00
2	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$ 17,500.00
40	CONES	HR	$ 0.38
41	BARRELS	HR	$ 1.25
42	SIGNS 24"-30" WITH STANDS OR POSTS	HR	$ 2.32

SECTION XII
TRAFFIC CONTROL MANAGEMENT

Item	Description:	Unit:	Bid:
1	TRAFFIC CONTROL - ROAD CLOSURE (REQUIRED SIGNAGE FOR ROAD WORK TO BE CONDUCTED. MEANT FOR LOCAL ROADS WITH LIGHT TRAFFIC, REQUIRING MINIMAL TRAFFIC CONTROL).	DAY	$ 2,500.00
2	TRAFFIC CONTROL - ROAD CLOSURE TO THRU TRAFFIC (REQUIRED SIGNAGE TO CLOSE TRAFFIC EXCEPT TO ACCESS FOR BUSINESSES AND RESIDENTS. WILL BE FOR REDUCING TRAFFIC TO ONE LANE, AND FLAGGERS IF NECESSARY.)	DAY	$ 6,000.00
3	TRAFFIC CONTROL - COMPLETE ROAD CLOSURE (SUFFICIENT SIGNAGE AND BARRIERS TO COMPLETELY CLOSE ROAD SECTION DURING ROAD WORK.)	DAY	$ 2,000.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

4	TRAFFIC CONTROL - ROAD CLOSURE REQUIRING A PILOT CAR. (REQUIRED SIGNAGE, PERSONNEL, AND EQUIPMENT TO CONDUCT A TRAFFIC CONTROL OPERATION WITH A PILOT CAR.)	DAY	$	4,000.00

SECTION XIII
LANDSCAPE ITEMS

Item	Description:	Unit:		Bid:
1	TREE TRIMMING	HR	$	350.00
2	ROCK MULCH	CY	$	75.00

SECTION XIV
GENERAL DEMOLITION

Item	Description:	Unit:		Bid:
1	MATERIALS (NON-HAZARDOUS)	TON	$	-

SECTION XV
EQUIPMENT SERVICES

Item	Description:	Unit:		Bid:
1	Skid Steer	HR	$	60.00
2	Skids Steer 12" mill	HR	$	40.00
3	Trencher	HR	$	25.00
4	Grapler	HR	$	20.00
5	Auger 12-24"	HR	$	5.00
6	Gutter Broom	HR	$	25.00
7	Stump Grinder attatchment	HR	$	50.00
8	Landscape loader with blade or gannon	HR	$	100.00
10	Backhoe	HR	$	110.00
11	Excavator cat 320-330	HR	$	150.00
12	Mini Excavator	HR	$	65.00
13	Pick Up Truck 4 door 1 ton	HR	$	30.00
14	Van	HR	$	25.00
15	Welding Truck	HR	$	80.00
16	26-20 foot utiltiy trailer	HR	$	6.00
17	Rear dump Trailers 20'	HR	$	10.00
18	Loader 920	HR	$	116.00
19	Loader 950	HR	$	139.00
20	Loader 966	HR	$	160.00
21	Loader 988k	HR	$	300.00
22	D-4 dozer	HR	$	120.00
23	D-6 dozer	HR	$	160.00
24	Scraper 623	HR	$	240.00
25	Scraper 615	HR	$	230.00
26	Road Maintaner Cat 140	HR	$	160.0

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

27	Heavy Haul Transport	HR	$	780.00
28	Low Boy Euipment haul semi and trailer	HR	$	160.00
29	Pintle hitch trailer for behind dump truck	HR	$	15.00
30	Flat Bed 40'	HR	$	10.38
31	Tanker daily 6000 gal	HR	$	24.25
32	Semi Tractor	HR	$	100.00
33	End Dump Trailer with Tractor	HR	$	147.00
34	Tandem Dump Truck	HR	$	125.00
35	Crane Truck Mounted	HR	$	50.00
36	Fuel and Lubricant Truck	HR	$	135.00
37	Mechanic Truck/ Service	HR	$	150.00
38	Water truck	HR	$	120.00
39	Air Compressor	HR	$	30.00
43	Pavement Sweeper	HR	$	36.00
44	Roadway Sweeper with gutter brooms and hopper	HR	$	125.00
45	48-54" single drum ruber tire roller	HR	$	125.00
46	60"-84" vibratory roller rubber tire single drum	HR	$	125.00
47	Double drum roller	HR	$	130.00
48	Pneumatic rollers 9 wheel	HR	$	114.00
49	Material Handler/ reach fork	HR	$	120.00
50	Generator 15-25 kw	HR	$	28.00
51	Chipspreader	HR	$	150.00
52	Asphalt Paver large	HR	$	300.00
53	Asphalt Paver Medium	HR	$	265.00
54	Asphalt paver Small	HR	$	150.00
55	Asphalt Windrow Elevator	HR	$	125.00
56	Asphalt Distributor	HR	$	150.00

SECTION XVI

SMALL TOOLS

Item	Description:	Unit:	Bid:	
1	Chainsaw	HR	$	4.00
2	Jumping jack	HR	$	15.00
3	Tamper	HR	$	15.00
4	3" trash Pump	HR	$	20.00
5	Demo Saw	HR	$	12.00
6	Concrete Saw	HR	$	27.50
7	Welder on Trailer	HR	$	20.00

Highland Enterprises, Inc.
Schedule of Offered Services - Unit Pricing
Roadway Construction Materials and Services

SECTION XVII

OTHER: ITEMS THAT HIGHLAND DOESN'T OWN BUT WOULD RENT

Item	Description:	Unit:	Bid:
1	WOOD CHIPPER	HR	$ 80.00
2	TUB GRINDER WITH CONVEYORS	HR	$ 625.00
3	INCINERATOR	HR	$ 75.00

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and J&H 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. 1082
Email: purchasing@ruidoso-nm.gov

Consultant
ATTN: Holly Mitchell
Title: Vice President
Street: 6616 Gulton Ct NE, Suite 90
City, State, Zip: Albuquerque, NM 87109
Phone: 505-896-9428
Email: holly@jhservicesinc.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Jim Mitchell, 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. 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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:_____

J&H Services, Inc.:

_____
Jim Mitchell, President

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

REQUEST FOR QUALIFICATION BASED PROPOSALS

Contracting Agency:

VILLAGE OF RUIDOSO NEW MEXICO

313 Cree Meadows Dr.
Ruidoso, NM 88345

On Call Roadway and Drainage Work

RFP: **2026-013P**

Date Issued: **June 4, 2026**
Due Date: **June 18, 2026 @ 3:00 PM Local Time**

J&H Services, Inc.

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: J&H Services, Inc. **FEIN#** 82-0556028

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:

J&H Services, Inc.

6616 Gulton Ct NE, Suite 90

Albuqueque, NM 87109

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

Name Holly Mitchell

Title Vice President

E-Mail Address holly@jhservicesinc.com

Telephone Number (505) 896-9428

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

Name Jim Mitchell

Title President

E-Mail Address jim@jhservicesinc.com

Telephone Number (505) 896-9428

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

Name Tyler Koch

Title Estimator

E-Mail Address tyler@jhservicesinc.com

Telephone Number (505) 896-9428

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:

_____

_____

(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.

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

6/22/26 — Date

J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

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D – Response to Contract Terms and Conditions

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2. **Technical Approach & Understanding of Scope**
3. **Emergency Response Capability and Mobilization**
4. **Compliance, Documentation, and Reimbursement Support**
5. **Signed Campaign Contribution Form (Appendix B)**
6. **Debarment Certification (Appendix G)**
7. **Non-Collusion Affidavit (Appendix H)**
8. **New Mexico Preferences**

G – Other Supporting Material

Addendums

1. **Acknowledged**
2. **Acknowledged**

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

June 18th, 2026 **RFP Number 2026-013P**

Proposal Summary

For Over 25 years, **J&H Services, Inc** has been a full-service construction company dedicated to delivering cost-effective, high quality and schedule-driven solutions across a wide range of heavy civil construction projects. **J&H Services** specializes in paving, earthwork, utilities, storm drain, concrete, demolition, and site grade preparation of subdivisions and roads, serving both public and private sector clients throughout New Mexico.

J&H Services was started in 1997 by Jim Mitchell as a small construction clean-up service and has since grown to a multi-million-dollar company with over 150 full-time employees working in New Mexico. Founded on the principles of quality, safety and economical solutions, **J&H Services** brings decades of experience to every project, from pre-construction planning through final closeout. We prioritize collaboration, innovation, and execution—ensuring our projects are completed on time, within budget, and to the highest industry standards.

Core Capabilities

- Underground Utility Construction (Water, Sewer, Storm)
- Sitework and Earthmoving
- Aggregate Production and Delivery
- Hot-mix Asphalt Production and Paving
- Project Management, Estimating and Scheduling
- Safety Compliance and Quality Control

Why Choose Us

- **Experienced Leadership**: A management team with hands-on field experience and profound knowledge of the industry.
- **Client-Focused Approach**: Transparent communication, detailed reporting, and responsive service from start to finish.
- **Dependable Equipment Fleet**: In-house control of equipment logistics, rentals, and maintenance for responsive mobilization.
- **Safety-First Culture**: Commitment to OSHA compliance and best safety practices across all job sites.

Mr. Mitchell spends many hours in the field with his team each month ensuring customer satisfaction and quality control on every project. With a wide variety of experience working for cities, counties, and schools, **J&H Services** understands the quality and professionalism these clients expect and consistently exceeds those expectations.

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

D. Response to Contract Terms and Conditions

J&H Services has reviewed the sample contract included in the RFP and agrees with the contract terms and conditions.

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

E. Offeror's Additional Terms and Conditions

NONE.

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

F. Response to Specifications

1. **Experience & Past Performance & Key Personnel**
2. **Technical Approach & Understanding of Scope**
3. **Emergency Response Capability & Mobilization**
4. **Compliance, Documentation, and Reimbursement Support**
5. **Signed Campaign Contribution Form (appendix B)**
6. **Debarment Certification (appendix G)**
7. **Non-Collusion Affidavit (appendix H)**
8. **New Mexico Preferences – Resident Contractor Certification**

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Experience & Past Performance

J & H Services Inc. is pleased to present information in this RFP to adequately represent its qualifications for being an On-Call Contractor to the Village of Ruidoso.

J & H Services currently has multiple ongoing On-call Services Agreements, one with the City of Carlsbad for all aspects of civil construction, the City of Roswell for utilities, and Eddy County for civil infrastructure improvements. J & H Services has had these agreements for several years now and has renewed annually per procurement requirements. J & H Services has completed a wide range of construction activities through these on-call contracts, from new roadway construction to water line, sewer lines, trucking services, and aggregate material supply. J&H Services has even been contracted to install modular office units at the Sandpoint Landfill for Eddy County.

J & H Services has been in the construction industry for 29 years doing all aspects of civil site work construction including but not limited to: earthwork, site utilities, septic system installation, coordinating dry utilities with local providers, site concrete installation, and paving, J & H's experience has been primarily in heavy civil construction with 90% of projects being with local government entities.

For more information on J&H Services, please see past project experience below:

J & H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Project: Longhorn Road Reconstruction and Chip Seal
Longhorn Road/ Pecos River Bridge Rehabilitation

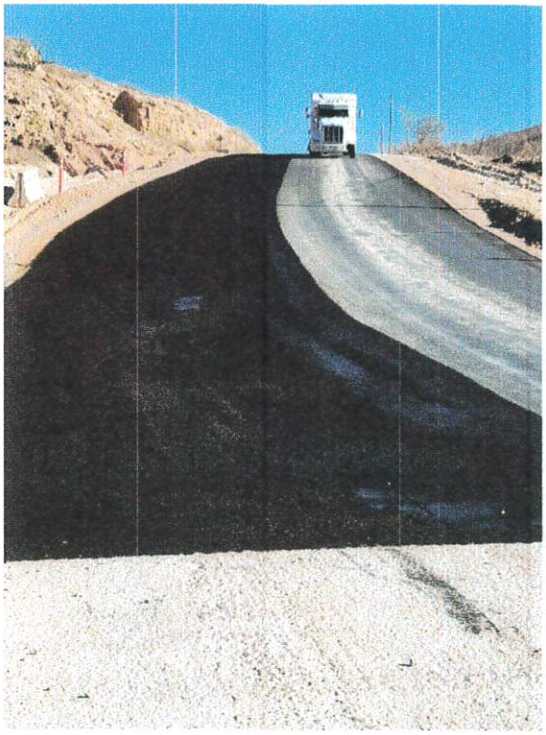
a) Project Owner Information:
Eddy County
410 E. Derrick Rd
Carlsbad, NM 88220
Hazer Archer, Public Works Director (575) 885-4835

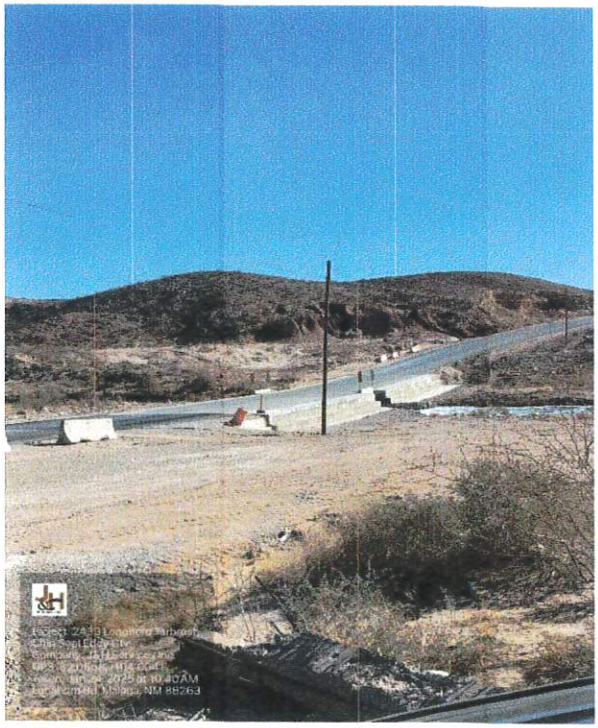
b) General Scope of Work: This project consisted of roadway rehab, subgrade, base, chip seal of 14 miles of oil field roadway and rehab of narrow failing bridge over Pecos River.

c) Project Cost: $4,469,677.00

d) Project Timeline: August 2024 to July 2025

e) Provide a brief narrative of the overall Institution's satisfaction with the project. With a proven track record of completing challenging projects using value engineering J & H Services was selected to complete 14 miles of road rehab and bridge rehab on an extremely high traffic oil field road. A unique challenge on this project included securing construction water. J & H Services worked with the Red Bluff district to secure construction water for not only this project but for future work in the area. J & H was able to utilize in-house traffic control personnel to complete this project safely all while maintaining safe traffic flow in the area. The crumbling bridge deck structure over the Pecos River was widened without any disturbance of the river or surrounding banks and while maintaining traffic. The bridge was overlayed with asphalt for a seamless transition between the bridge and new paving.





Services, Inc.
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Albuquerque, NM 87109
License No. 87957

Project: Rio Felix Siphon Repair

a) Project Owner Information:
Hagerman Canal Irrigation District

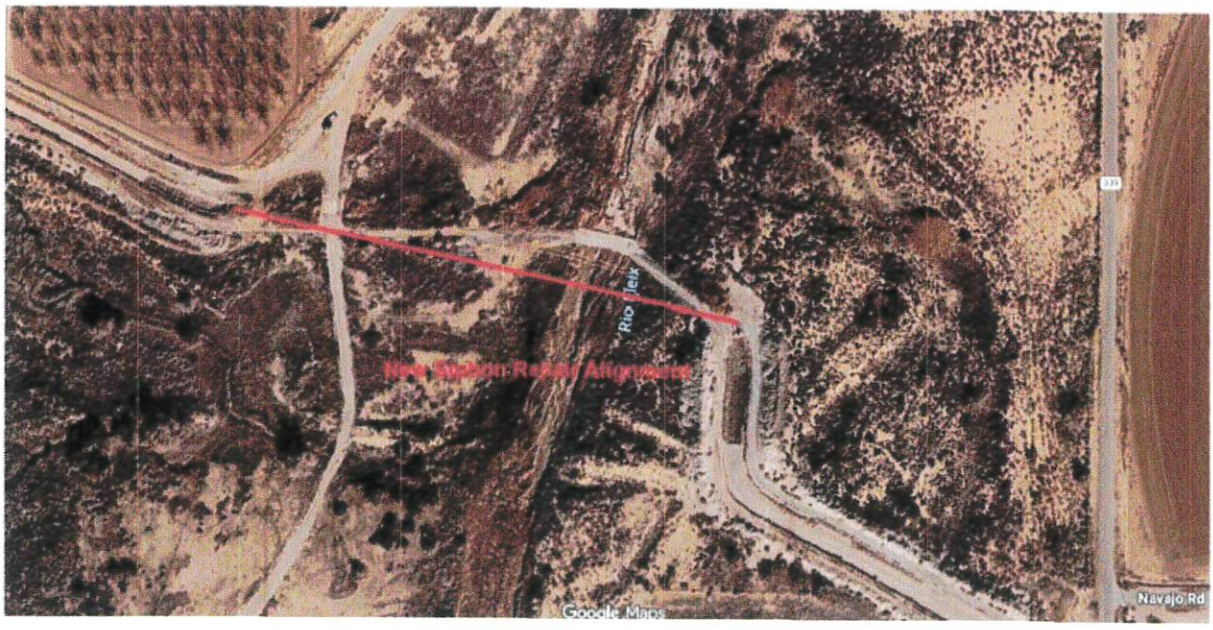
b) General Scope of Work: This project consisted of Grading Drainage and Flood Control

c) Project Cost: $2,924,543.00

d) Project Timeline: January 2026 to March 2026

e) Provide a brief narrative of the overall Institution's satisfaction with the project.

J&H Services was contracted to repair the siphon crossing under the Rio Felix just SW of Chaves County Lincoln Rd./Rio Felix crossing. The existing siphon was constructed in 1914 and the client requested a "new" parallel system adjacent to existing on the south. The 1914 siphon was relatively shallow with a concrete cap as it crosses the river and included an existing cast in place concrete culvert, metal culvert and concrete inlet/outlet structures. The new siphon large diameter was 42" and J&H was tasked to get the siphon back in operation by the March 1, 2026, start of irrigation season. J&H utilized the existing inlet/outlet concrete structures and did not disturb the 1914 stamped structures. Due to time, it was decided to use thick wall C-900 – 42" PVC pipe as primary conduit. The new 42" C-900 pipe was constructed to match the existing flowline crossing the Rio Felix.
Construction of new 42" pipe included installation of ductile iron pipe restraints underneath the Rio Felix with concrete cap. All pipe coming up the bank was restrained and concrete pipe anchors were constructed



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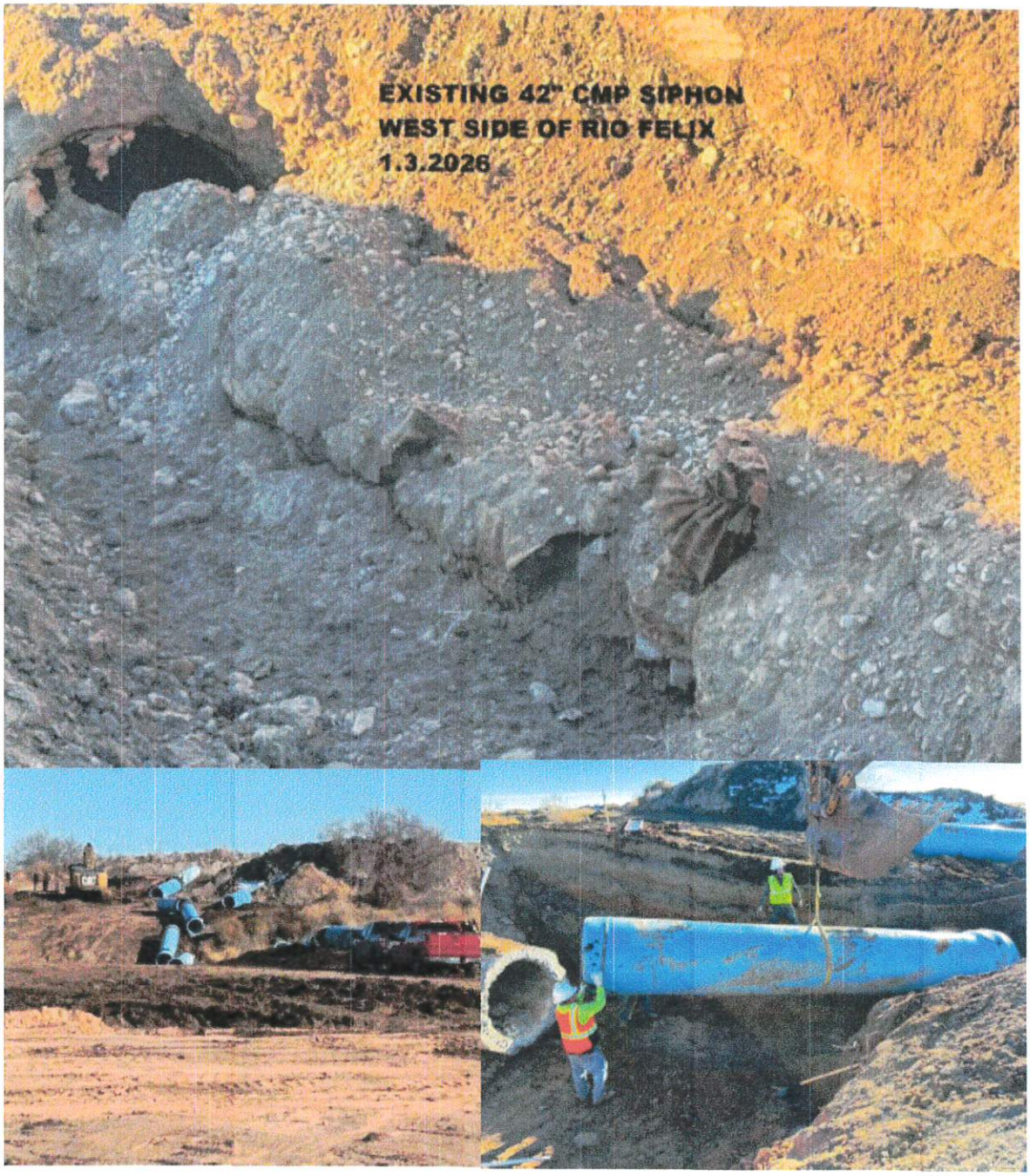
Project: Rio Felix Siphon Repair



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License No. 87957

Project: Rio Felix Siphon Repair

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Project: Corn Ranch EWP Repair

a) Project Owner Information:
Chaves County
#1 Saint Mary's Place
Roswell, NM 88203
Ana Nieto Purchasing Director 575-624-6615

b) General Scope of Work: This project consisted of Grading Drainage and Flood Control

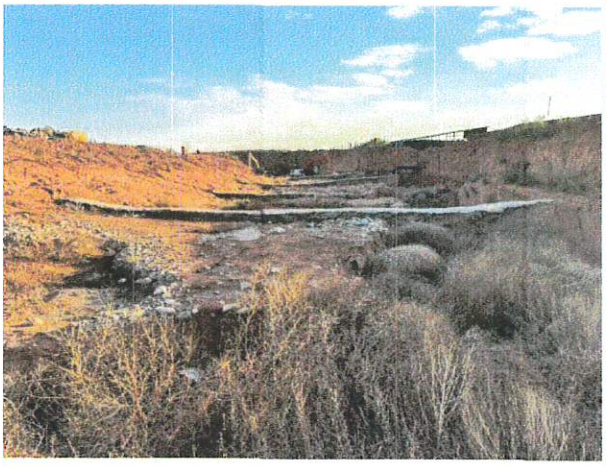
c) Project Cost: $2,924,543.00

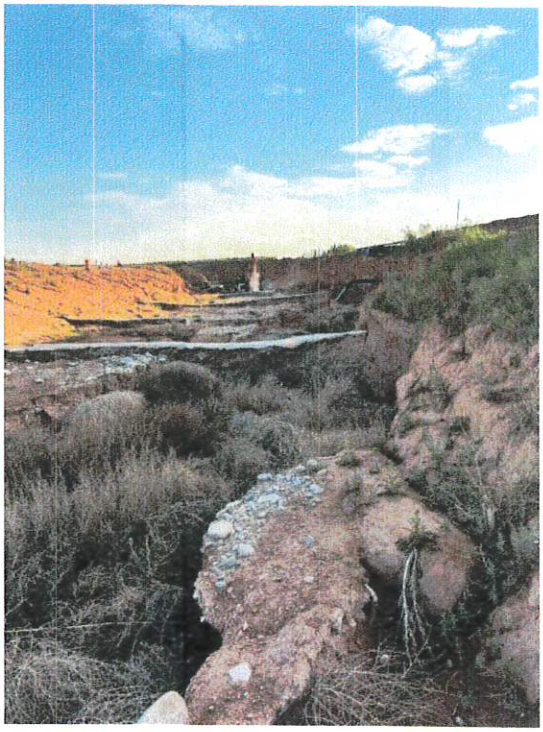
d) Project Timeline: May 2024 to May 2025

e) Provide a brief narrative of the overall Institution's satisfaction with the project.
J&H Services Inc. provided major grading & excavation to create a new channel alignment of the Macho Draw after it was completely eroded and washed away by severe flooding and rain damage.

Crews installed over 3,300 cubic yards of strong wire enclosed Gabion baskets to establish the channel walls. Reno Mattresses of a one-foot-thick layer of wire enclosed riprap were then placed on the bottom of the channel and interlocked with the Gabion walls. Major diversions to the existing terrain were graded to control the water runoff from the surrounding areas. Access roads were maintained and re-established to original slopes and grades.

All work was under the design and inspection of the United States Department of Agriculture Natural Resources Conservation Service and Chaves County Flood Control Mr. Brian Houghtalin.





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6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Project: Corn Ranch EWP Repair

Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Project: West Loop/ McKittrick Canyon/ Hidalgo Interconnect Bypass Construction

a) Project Owner Information:
Eddy County
410 E. Derrick Rd
Carlsbad, NM 88220
Hazer Archer, Public Works Director (575) 885-4835

b) General Scope of Work: Roadway construction including value engineering, multiple drainage structures, paving of new West Loop bypass and closure of dangerous curve at Happy Valley Rd.

c) Project Cost: $12,037,083.00

d) Project Timeline: January 2022 to April 2024

e) Provide a brief narrative of the overall Institution's satisfaction with the project.

Eddy County's vision for a bypass connection on the west side of Carlsbad was brought to reality with the help of J & H Services. J & H Services was contracted to realize the vision of closing the heavily used Happy Valley Road to Lea Street and instead create a bypass west of town for all traffic. The existing Happy Valley Road had a dangerous curve into a residential area and Eddy County systematically planned for a bypass for industrial traffic over many years. J & H's first construction item addressed was a large CBC structure on Lea Street and Happy Valley Road to allow for water run-off and was sized for industrial traffic. This structure was a 4 bay 10'x10' CBC with concrete deck and required 1400 cy of structural concrete. J & H then addressed several other roadway drainage issues between Happy Valley and Hidalgo with CMP culverts, and concrete headwalls. J & H's competitor was awarded a sizable CBC structure in the bypass corridor and then this competitor contracted J & H to complete 52,000 cubic yards of rock excavation because they were unable to meet Eddy County's schedule. J & H completed a 1000 cubic yard structural concrete low water crossing to allow canyon rain flows over the roadway if required. J & H Services excavated approximately 185,000 cubic yards of rock from this project and an aggregate crusher was mobilized to use onsite materials to make base course material under asphalt. The City of Carlsbad and J&H's utility crews successfully worked to relocate a complicated 36" RCCP waterline in the bypass corridor with minimal service interruption. The total project is approximately 6.6 miles in length however this statistic does not reflect the extensive joint efforts made between Eddy County, the City of Carlsbad and J & H Services to deliver a project that has reshaped the traffic flow and safety of western Carlsbad, NM.

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Albuquerque, NM 87109
License No. 87957

Project: West Loop/ McKittrick Canyon/ Hidalgo Interconnect Bypass Construction

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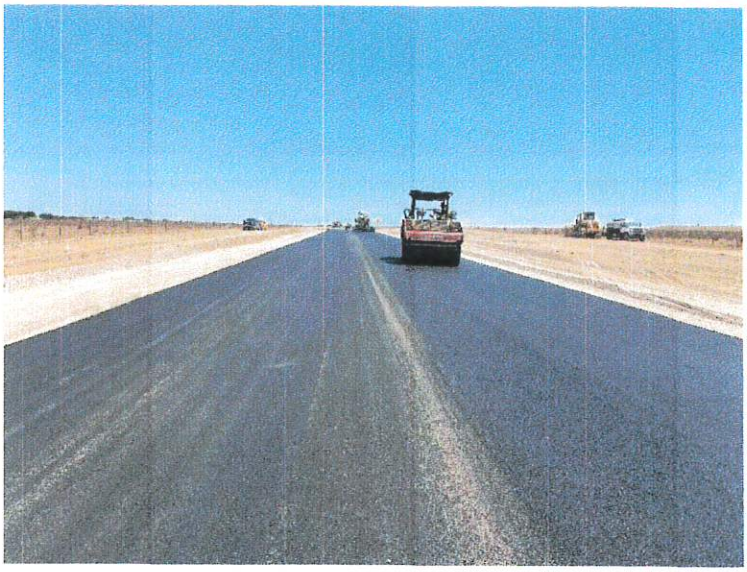
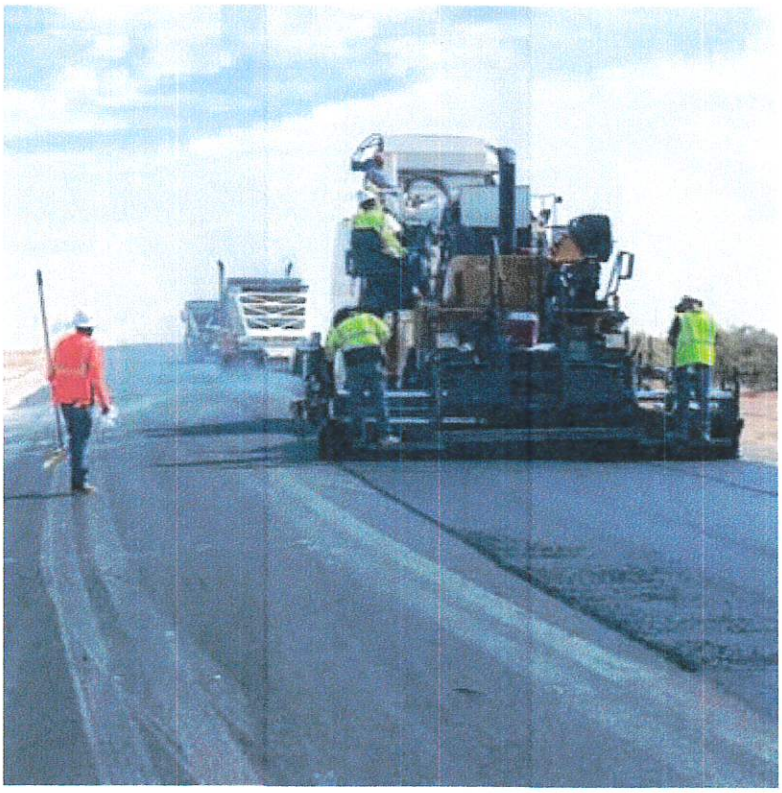
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Project: West Loop/ McKittrick Canyon/ Hidalgo Interconnect Bypass Construction





J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

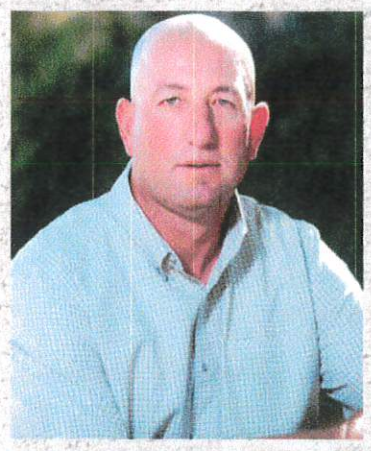
Key Personnel

- Jim Mitchell, Owner/President/CEO – See attached Resume
- Jennifer White, Operations Manager – See attached Resume
- Dan Booher, Superintendent – See attached Resume
- Ivan Padilla, Safey Officer – See attached Resume

J&H SERVICES INC

JIM S. MITCHELL

PRESIDENT & CEO



PROFESSIONAL ORGANIZATIONS/ LICENSES:

New Mexico
GB98 General Building
GS08 Earthmoving, excavation, ditching
GA01 - Streets, roadway, highways parking lots, alleys, seal coat and surfacing
MS03 - Septic tanks & sewer
GF01 - Airports
GF04 - Drainage or flood control systems
GF09 – Utility lines and systems

As President and founder of J&H Services Inc., Mr. Mitchell owns and manages all operations of the business since its inception in 1997. Responsibilities include, but are in no way limited to estimating, sales, customer relations, advertising, fleet management, equipment purchases, rentals, employee training, subcontractor selection, quality control and human resources. Mr. Mitchell still frequently works in the field with his employees and understands what it takes to make a project successful, finish on time and within budget. Mr. Mitchell is also experienced in operating all types of heavy civil equipment.

Throughout his 30+ year career Mr. Mitchell has gained a wide variety of project management experience in all facets of heavy civil construction including County, City, State and Federal projects with asphalt paving, earthwork, utilities, drainage, and commercial and industrial site development. Before starting J&H Services Mr. Mitchell worked for Triad Construction and his completed projects had the highest profit margins and least warranty issues in the company's history.

Some of Mr. Mitchell's other ventures include owning Chance Materials, a ready-mix concrete company that started in 2019 and is currently producing over 31,000 cubic yards annually, MAC Real Estate that has successfully purchased hundreds of acres of land for development, and helping to start a modular housing factory in 2024 to provide and place homes on these developments. Mr. Mitchell is also responsible for starting Pipeline Solutions a specialized emergency and non-emergency pipeline maintenance company without system interruptions, which he has since sold, but still subcontracts to J&H Services when needed.

Recent Project Experience Includes:

- 13 Roadway Reconstruction Projects ran simultaneously with FEMA and Eddy County in 2020.
- Red Road Reconstruction, 21 miles of roadway widening and full width 2" overlay complete in 120 calendar days.
- Sandpoint Landfill, excavation of over 300,000 cy for new landfill cell, liner, leachate system and soil cushion layer
- Dulce Runway Reconstruction, full reconstruction of runway in remote location at +7,000 elevation.
- West Loop Road, new roadway construction consisting of 180,000 cy of earthwork and HMA paving over 9 miles.
- Cannon Airforce Base taxiway and dangerous cargo pad paving.
- Permitting and Managing flood mitigation with FEMA for the City of Roswell in October 2024.

J&H SERVICES INC

JENNIFER MCMINEMEE WHITE

VICE PRESIDENT OPERATIONS

EDUCATION:

Iowa State University
Bachelor of Science in Construction Engineering, Emphasis in Building Construction

SKILLS:

Microsoft Outlook, Word, Excel
Intuit QuickBooks Software

Ms. White, Vice President of J&H Services, has worked for the company for over twenty years. Her 25 years of construction management experience gives her a broad-based knowledge of the industry. Ms. White's primary focus at J&H Services is to ensure clients receive quality projects on time, within budget and through well-supported field operations while managing construction activities, asset deliveries and coordinating between owners, architects, engineers and contractors.

Her current responsibilities include but are not limited to:

Leadership & Development

- Develop and implement operational strategies. Collaborate with executive leadership to set performance targets, budgets, and growth plans.
- Recruit, mentor, and manage operations personnel including project managers, estimators, and field supervisors. Build and maintain a strong management team to handle day-to-day operations.
- Manage Accounts Receivable department including all invoicing to clients, owners, and aggregate customers. Monitor project costs, financial reports and company operating expenses and provide recommendations to improve

Project Oversight, Execution and Efficiency

- Oversee multiple construction projects simultaneously to ensure they are completed on time, within budget, and to quality standards.
- Coordinate with project managers, site supervisors, and subcontractors. Coordinate assets, equipment, materials, and supplies needed for projects.
- Ensure all projects meet safety, regulatory, and quality standards. Monitor compliance with OSHA and other industry regulations. Identify project risks and develop mitigation strategies. Lead crisis response planning and emergency management efforts.

Client & Owner Relations

- Maintain relationships with key clients, vendors, and partners. Address client concerns and ensure satisfaction throughout the project lifecycle. Serve as an intermediary between field operations and client relations.

Notabale Project Experience:

- West Loop/McKittrick/Hidalgo Interconnect: Eddy County, NM. (Multiple year $12 million joint effort with Eddy County roadway construction to complete new bypass West Loop Road. Including existing road closures, drainage structures and utility relocations.)
- FEMA Emergency Flood Reconstruction: Roswell NM (After October 2024 flooding J & H worked with the City of Roswell immediately to repair damaged utilities, restore drainage structures, assist in debris removals and handling and repair erosion damage at the Roswell Landfill.)

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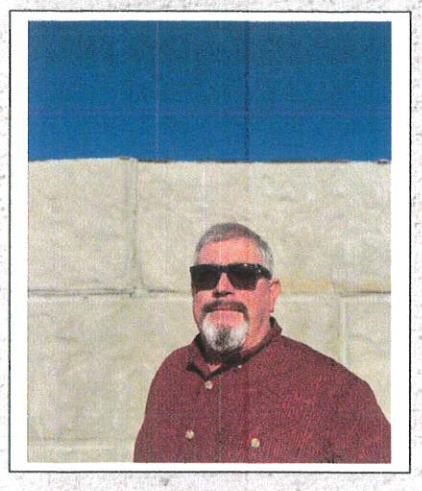
J&H SERVICES INC

Dan Booher

GENERAL SUPERINTENDENT



As Superintendent for J&H Services, Mr. Booher is responsible for the supervision and management of all earthwork construction, asphalt paving, concrete flat work, building pads and structures. He is also responsible for ensuring job site safety procedures are followed and employees are properly trained and equipped for the job. Mr. Booher also has experience with all types of heavy equipment and performs equipment maintenance as needed.

Mr. Booher brings 35 years of construction experience to J&H Services, where he has worked as a superintendent since 2024. Previously, Mr. Booher worked for American Aggregate, where he was the General Manager in charge of overall operations and planning. His vast knowledge of the commercial, residential and industrial construction industry has made him an extremely valuable asset to J&H Services.

SKILLS:

Ability to Assess and Build all types of Civil Projects.
Knowledge and Experience in Roadway Construction.
Concrete Production and Placement.
Project Management and crew coordination.
CES Project Execution.
Customer Relations.
Budgeting & Scheduling.
Knowledge and experience in heavy equipment repair.
Safety & Regulatory Compliance.

Project Experience Includes:

- Eddy County Annual Maintenance for multiple roadways, including: 13th St mill & fill, Paving Smedly Rd, Chip Seal of Curry Comb, Chip Seal of Grubbs Rd, Earthwork and Chipseal for Longhorn Rd, Maintenance of Twin Wells and Low water crossings at Dark Canyon Rd.
- New Construction of West Loop Rd including all earthwork, prep, base, drainage and paving – Carlsbad, NM
- Corrales Intersection Improvements including all electrical and concrete paving - CES & Eddy County.
- Desert Willow Estates Subdivision and College Square Subdivision.
- Earthwork for Lea County Airport Runway 3-21
- Dangerous Cargo Pad Paving at Cannon Air Force Base

J&H SERVICES INC

Ivan Padilla

SAFETY OFFICER

As the Safety Officer for J&H Services, Mr. Padilla is responsible for overseeing all health and safety practices across construction sites and operational facilities. He ensures compliance with federal and state regulations (including OSHA 29 CFR 1910 and 1926), implements safety protocols, conducts regular inspections, and leads incident investigations. Mr. Padilla plays a key role in training field staff, coordinating toolbox talks, and developing site-specific safety plans to mitigate risk and promote a culture of safety throughout the organization.

With extensive experience in the construction and pre-built housing industry, Mr. Padilla brings practical field knowledge and strong leadership to the safety department.

Since joining J&H Services, he has supported multiple teams across high-risk projects involving cranes, pneumatic tools, and mobile equipment, with a strong focus on fall protection, confined space, and hazard communication.

His commitment to worker well-being, regulatory compliance, and proactive risk management has made him a trusted resource for both site supervisors and executive management.

SKILLS:

- Coordination and leadership.
- Knowledge and Experience in Construction Safety.
- Civil engineering knowledge.
- Project Management and crew coordination.
- Customer Relations.
- Training and coaching
- Safety & Regulatory Compliance.

Project Experience Includes:

- HF Sinclair repairs and improvements safety plan.
- New Construction of West Loop Rd, including all earthwork, prep, base, drainage, and paving – Safety Supervision, Carlsbad, NM
- CAFB Safety follow-up, JSA, and safety requirements with Hensell Phelps.
- High loop and Cliff water improvements, Village of Ruidoso.
- Old Cavern Water, Sewer, and Road improvements, City of Carlsbad, NM.
- Meadows and College Square Subdivision, Hobbs, NM.
- Roswell Emergency Flood Repairs, City of Roswell, NM.

J&H SERVICES INC

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Technical Approach and Understanding of Scope

J&H Services understands that the Village of Ruidoso seeks qualified contractors capable of responding quickly to urgent and emergency utility infrastructure needs. We understand the importance of minimizing service disruptions, maintaining public safety, and completing repairs efficiently.

J&H Services follows the same steps for each project to ensure success for all parties. J&H has a dedicated full-time estimator that will complete take-offs and build a budget for each project. Once the estimate is completed and accepted by both parties, J&H Services will have an in-house meeting and pass the project off to a Project Manager. In this hand off meeting from estimating to project management, the team goes over the plans, schedule and budget for the new project. After J&H Services completes the in-house hand off meeting the Village will work with the assigned Project Manager for the remainder of the project. J&H Project Managers are well versed in a variety of projects and can take care of any Village needs that come up during construction. Under the PM for each project J&H Services will have a Superintendent that oversees multiple projects and a Foremen on each project to handle the day-to-day operations of the job.

Along with the project specific staff assigned to each job, J&H Services has a magnitude of support staff to help mitigate any issue that may come up over the life of the project. This includes but is not limited to a full-time safety manager that visits jobs weekly, a certified traffic control crew to set up and switch TC as needed, approximately 8 equipment mechanics and a trucking supervisor with over 20+ trucks for material haul. While J&H Services prides itself on completing all work on projects in-house J&H also has great working relationships with multiple subcontractors from electrical, signage and striping, jack & boring, to subs who install bridge structures.

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License No. 87957

Emergency Response Capability and Mobilization

J&H Services primary service area is Southeast New Mexico with a focus in water lines, sewer line, mass earthwork excavation and import, base course, hot-mix asphalt paving and chip seal. However, J&H Services has the capacity and capability to take on all types of civil construction. Currently have 6 utility crews, 3 earthwork crews, a paving crew, concrete crew and a chipseal crew with each crew having a dedicated foreman and anywhere from 5 to 10 people per crew.

J&H Services also has a dedicated estimator that closely works with operations, so it's able to bid and schedule projects effectively and efficiently; mitigating the time owners must wait for J&H Service to start projects. With J&H having offices strategically stationed near Hagerman, NM and Albuquerque, NM. J&H can handle multiple projects in the New Mexico area at any given time and quickly mobilize these jobs in an emergency.

J&H Services Field Office & Mechanic Shop: 31 E. Chickasaw Rd, Hagerman, NM 88232

J&H Services Home Office: 6616 Gulton Ct NE, Suite 90, Albuquerque, NM 87109

J&H Services Resources – total number of current employees:

Project Managers: 3
Superintendents: 3
Tradesmen: 108
Others: approximately 14
Estimators: 1
Foremen: 12
Administration: 15

Aggregate Materials Pit: Hildago Pit – Carlsbad, NM just off the West Loop by-pass road

Aggregate Materials Pit: Finch Pit – just west of Field Office location, approximately 15 miles north of Artesia, NM.

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Albuquerque, NM 87109
License No. 87957

Compliance, Documentation, and Reimbursement Support

J&H Services has extensive experience complying with federal, state, and local regulations associated with public infrastructure work.

Regulatory Compliance With:

- OSHA requirements
- NMED regulations
- EPA requirements
- AWWA standards
- New Mexico Public Works requirements
- Village of Ruidoso standards and specifications

Documentation Procedures:

- Daily reports
- Time and material tracking
- Equipment logs
- Material tickets
- Photo documentation
- GPS location tracking
- Force account documentation

Reimbursement Support With:

- FEMA documentation requirements
- Emergency procurement documentation
- Time-and-material reporting
- Labor and equipment tracking
- Supporting invoice documentation

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.

Holly Mitchell 6/22/26
Signature Date

Vice President
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

Holly Mitchell - Vice President

Typed Name & Title of Authorized Representative

6/20/26 Holly Mitchell

Date Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Bernalillo)

Holly Mitchell, being first duly sworn, deposes and says:

That he/she is Vice President of J&H 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: Holly Mitchell

SUBSCRIBED and sworn to before me this 22nd day of June 2024.

Notary Public: Wesley Martinez

My commission expires: 6/28/27

STATE OF NEW MEXICO
NOTARY PUBLIC
WESLEY MARTINEZ
COMMISSION # 1112798
COMMISSION EXPIRES 06/28/2027

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **J & H SERVICES, INC.**

DBA: **J & H SERVICES, INC.**
6616 GULTON CT NE STE 90
ALBUQUERQUE, NM 87109-4452

Expires: **07-Feb-2027**

Certificate Number:

L0910218864

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

G. Other Supporting Material

1. **Licenses**
2. **NMDWS Registration**

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

J & H SERVICES, INC.

LICENSE NUMBER

87957

EXPIRES

12/31/2026

Qualifying Party(S)

MITCHELL JIM

MITCHELL JIM

CLASSIFICATION(S)

GA01, GB98, GF01, GF04, GF09, GS01, MS03

DIRECTOR

Michelle [illegible]m
Governor

[illegible]y Bailey
Director

[illegible]lazar
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **J & H SERVICES, INC.**

PERMANENT LICENSE #87957

Located at: **6616 GULTON CT NE STE 90, ALBUQUERQUE, NM 87109**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA01, GB98, GF01, GF04, GF09, GS08, MS03

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

12/23/2002

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

J & H SERVICES, INC

6616 GULTON CT NE
STE 90
ALBUQUERQUE, NM, 87109-4452

has registered with the Department of Workforce Solutions

Registration Date: 3/13/2026 **Registration Number: 0879920081213**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Addendums

1. **Addendum 1**
2. **Addendum 2**

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 8, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. Change to Sequence of Events:
II. Conditions Governing the Procurement
A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	June 4, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 18, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	June 10, 2026
5. Response to Written Questions	Procurement Manager	June 11, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 22, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 22, 2026 – June 24, 2026
9. Selection of Finalists	Evaluation Committee	June 24, 2026
10. Best and Final Offers	Finalist Offerors	June 24, 2026
11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	July 14, 2026
13. Contract Awards	VOR/ Finalist Offerors	July 14, 2026
14. Protest Deadline	VOR	15 Days from award

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/11/2026 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.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

All other terms and conditions of RFP #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

J&H Services, Inc.
Company

Sighature

6/8/2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 9, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #2

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Corrected Scope of Work – Appendix F (see attached pages 2 and 3)**

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/10/2026 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 #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

J&H Services, Inc.
Company

Holly Mitchell
Signature

6/9/2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

REQUEST FOR QUALIFICATION BASED PROPOSALS

Contracting Agency:

VILLAGE OF RUIDOSO NEW MEXICO

313 Cree Meadows Dr.
Ruidoso, NM 88345

On Call Roadway and Drainage Work

Fee Schedule

RFP: **2026-013P**

Date Issued: **June 4, 2026**
Due Date: **June 18, 2026 @ 3:00 PM Local Time**

J&H Services, Inc.

J&H Services, Inc.
6616 Gulton Ct NE, Suite 90
Albuquerque, NM 87109
License No. 87957

Fee Schedule

Description	Unit	Price	After-Hours & Weekend Price
Administrative Support	HR	$45.00	$67.50
Crew Member- Skilled Laborer	HR	$55.00	$82.50
Site Supervisor/Foreman	HR	$95.00	$142.50
Sr. Project Manager	HR	$200.00	$300.00
General Superintendent	HR	$300.00	$450.00
Executive Officer	HR	$500.00	$750.00
Equipment with Operators			
Backhoe Operator	HR	$150.00	$225.00
Wheel Loader Operator	HR	$200.00	$300.00
Skid Steer Operator	HR	$145.00	$217.50
Mini Excavator Operator	HR	$175.00	$262.50
Standard Excavator Operator	HR	$220.00	$330.00
Motor Grader Operator	HR	$225.00	$337.50
D6 Dozer Operator	HR	$280.00	$420.00
D8 Dozer Operator	HR	$300.00	$450.00
Trencher Operator	HR	$350.00	$525.00
Paver Operator	HR	$250.00	$375.00
Dump Truck 12 Cu. Yd.	HR	$105.00	$157.50
Dump Truck - 20 Cu. Yard	HR	$125.00	$187.50
Haul Truck	HR	$170.00	$255.00
Hydrovac Truck w/Crew	HR	$345.00	$517.50
Roller Operator	HR	$145.00	$217.50
Water Truck Operator	HR	$165.00	$247.50
Stand-by Rate	Day	$2,100.00	$2,100.00
Equipment			
Pickup Truck	DAY	$350.00	$350.00
Side by Side Vehicle	DAY	$350.00	$350.00
Material; FOB Plant			
Engineered Fill	TON	$8.00	$8.00
HMA SP-IV	TON	$97.00	$97.00
Base Course	TON	$18.00	$18.00
Crusher Fines	TON	$21.00	$21.00
Rip Rap	TON	$55.00	$55.00
Other Materials Not Listed	**15% + Cost**		

Additional items not shown can be provided as needed.

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Mesa Verde enterprises, 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	Consultant
Department: Finance	ATTN: Derek M. Jones
ATTN: Procurement Manager	Title: President
Street: 313 Cree Meadows Drive	Street: PO Box 907
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Alamogordo, NM 8831
Phone: 575-258-4343 Ext. 1082	Phone: 575-437-2995
Email: purchasing@ruidoso-nm.gov	Email: contracting@mesaverdeinc.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Derek M. Jones

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:_____

Mesa Verde enterprises, Inc.:

_____
Derek M. Jones, President

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

Mesa Verde

Village of Ruidoso

ON CALL ROADWAY AND DRAINAGE WORK

RFP 2026-013P

Bid Date: June 22, 2026

Bid Time: 3:00 p.m.

PO Box 907

Alamogordo, NM 88311

www.mesaverdeinc.com

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Mesa Verde Enterprises, Inc. **FEIN#** 85-0123702

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:
   Mesa Verde Enterprises, Inc.
   PO Box 907
   Alamogordo, NM 88311

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

   Name Derek M. Jones
   Title President
   E-Mail Address contracting@mesaverdeinc.com
   Telephone Number 575-437-2995

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

   Name Derek M. Jones
   Title President
   E-Mail Address contracting@mesaverdeinc.com
   Telephone Number 575-437-2995

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

   Name Alonso Acosta
   Title Chief Estimator
   E-Mail Address alonsoacosta@mesaverdeinc.com
   Telephone Number 575-437-2995

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:

_____

_____

(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. 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.

_____ 6-22-26

Authorized Signature Date

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

Addendum #01
Addendum #02

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Campaign Contribution Form
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Attachments

1. Past Performance Sheets
2. Equipment List
3. Contractor Compliance Certificates

Mesa Verde Enterprises, Inc. respectfully submits this proposal in response to Request for Proposals (RFP) No. 2026-013P for On Call Roadway and Drainage Work issued by the Village of Ruidoso. Our firm possesses the personnel, equipment, financial capacity, and operational expertise necessary to rapidly mobilize and execute roadway, drainage, utility, and emergency repair operations in support of the Village of Ruidoso.

Response to Contract Terms and Conditions

Mesa Verde Enterprises acknowledges receipt of all amendments to this solicitation and agrees to comply with all requirements set forth in the RFP and associated documents. Upon receipt of a contract in response to RFP#2026-013P, Mesa Verde would comply with all terms and conditions of said contract.

Experience and Past Performance

Mesa Verde Enterprises, Inc. is an experienced heavy civil contractor specializing in roadway construction, drainage improvements, utility infrastructure, emergency repairs, and disaster recovery operations. For more than three decades, Mesa Verde has successfully completed municipal, tribal, state, federal, and military construction projects requiring rapid mobilization, complex logistics, and strict compliance with contract requirements.

Mesa Verde has extensive experience performing roadway reconstruction, pavement rehabilitation, drainage restoration, culvert installation, erosion control, excavation, grading, utility repairs, and emergency infrastructure stabilization. The company routinely performs work in mountainous terrain, remote locations, active transportation corridors, and environmentally sensitive areas.

Recent relevant projects include the White Mountain Drive Phases II and III Project for the Mescalero Apache Tribe involving drainage rehabilitation, culvert improvements, roadway reconstruction, asphalt paving, intersection reconstruction, and pedestrian improvements valued at approximately $8.9 million. Additional experience includes the Eagle Drive Reconstruction Project involving roadway rehabilitation, ADA improvements, drainage improvements, culvert installation, and stormwater management improvements valued at approximately $4.2 million. Mesa Verde also completed the Repair Range Road 21 Project at White Sands Missile Range involving roadway rehabilitation, traffic control, environmental compliance, and quality control under federal oversight. In addition, Mesa Verde completed the Moon Mountain Trail project for the Village of Ruidoso, which required grading and construction activities in steep terrain with limited site accessibility. This project demonstrates our familiarity with local conditions, terrain challenges, and coordination requirements within the Village. Located in Attachment 1 are past performance sheets outlining a few of our recent projects.

Mesa Verde has successfully completed numerous projects requiring emergency response, infrastructure restoration, drainage repairs, and rapid mobilization. The company maintains multiple construction crews, experienced supervisory personnel, and a large equipment fleet that allows work to be performed simultaneously at multiple locations when emergency conditions exist.

Technical Approach

Mesa Verde understands that the Village of Ruidoso requires an on-call contractor capable of responding to emergency roadway failures, drainage damage, water distribution system failures, sewer collection system failures, storm-related infrastructure damage, and other urgent public works needs.

Upon notification by the Village, Mesa Verde will immediately coordinate with Village representatives to assess site conditions, identify public safety concerns, establish traffic control requirements, and determine repair priorities. Emergency stabilization activities will be initiated as necessary to protect the public, prevent further infrastructure damage, and maintain access to critical facilities.

Roadway repairs may include excavation of failed pavement sections, removal of unsuitable materials, subgrade stabilization, aggregate base replacement, asphalt paving, curb and gutter replacement, traffic control implementation, and final roadway restoration.

Drainage repair activities may include culvert replacement, storm drain repairs, ditch reconstruction, erosion control measures, slope stabilization, debris removal from drainage channels, and restoration of damaged drainage infrastructure.

Water and sewer repairs may include utility excavation, repair or replacement of damaged piping, valve replacement, manhole rehabilitation, service restoration, trench backfill, compaction testing, and pavement restoration.

Mesa Verde utilizes established quality control procedures to ensure all repairs comply with project specifications, manufacturer requirements, and applicable industry standards. Work activities are documented through daily reports, photographs, inspection reports, testing records, and material certifications.

Safety Management
Safety is integrated into all phases of the project:

- Daily Job Hazard Analysis (JHA) conducted prior to work
- Weekly toolbox safety meetings
- Enforcement of OSHA standards and company safety policies
- Continuous monitoring by Mesa Verde's Safety Officer

Special attention will be given to:

- Traffic control zones
- Heavy equipment operations
- Hazardous materials handling

Quality Control
Mesa Verde will implement a thorough Quality Control (QC) program:

- A designated Quality Control Manager will oversee compliance
- Daily inspections of work activities
- Verification of material quality and placement
- Immediate corrective actions when deficiencies are identified

Emergency Response Capability and Mobilization

Mesa Verde Enterprises maintains the personnel, equipment, and management systems necessary to respond to emergency infrastructure failures on a 24-hour basis. The company can mobilize supervisory personnel, operators, laborers, truck drivers, mechanics, and support personnel immediately upon notification. Mesa Verde can provide initial management response immediately upon notification and mobilize personnel, traffic control devices, and emergency repair equipment within hours of authorization, depending on the nature and location of the emergency. Multiple crews may be deployed simultaneously when conditions warrant.

Mesa Verde maintains one of the largest privately owned heavy construction fleets in southern New Mexico, including multiple excavators, loaders, motor graders, water trucks, dump trucks, compactors, pavers, traffic control devices, portable message boards, and support vehicles available for immediate deployment. This equipment inventory allows Mesa Verde to respond rapidly without relying solely on rental equipment or third-party resources. The company also maintains relationships with local suppliers and subcontractors to supplement resources when large-scale emergency events occur. Listed in Attachment 2 is Mesa Verde's current equipment listing. Our equipment is well maintained by our crew of mechanics as well as trusted outside equipment mechanic shops.

As part of our resources, Mesa Verde maintains a licensed construction debris landfill through our sister company, MV2. It is located on La Luz Gate Road in Otero County. This landfill has recently taken debris from the fire/flooding that occurred in the Ruidoso area last summer.

Emergency response procedures include immediate notification of key personnel, deployment of field supervisors, establishment of traffic control, assessment of infrastructure damage, implementation of emergency stabilization measures, and coordination with Village staff to establish repair priorities. The primary objective during emergency response operations is to protect public safety, restore access, minimize service interruptions, and complete permanent

repairs efficiently while maintaining compliance with all applicable regulations and documentation requirements.

Mesa Verde's experience working in mountainous terrain and difficult site conditions within the Ruidoso area provides a significant advantage during emergency operations. The company has successfully completed projects involving drainage repairs, roadway reconstruction, erosion control, culvert installation, and infrastructure restoration under challenging field conditions and compressed schedules. Mesa Verde is familiar with the unique challenges associated with infrastructure maintenance in the Ruidoso area, including steep terrain, drainage-sensitive roadways, wildfire recovery impacts, seasonal storm events, and constrained access conditions. Our previous work within the Village and surrounding region provides valuable local knowledge that supports rapid and effective response to emergency situations.

Project Management and Staffing Plan

A great strength that Mesa Verde possesses is our skilled, experienced personnel who are committed to producing high quality projects. We are proposing to combine our people with qualified subcontractors to form a team capable of completing task orders as needed.

The key to success for all phases of construction work is putting the right people in the right place at the right time. Mesa Verde has compiled an excellent management team who has been efficiently completing projects for a combined total of over 50 years. When possible, we keep the same field construction personnel on projects to maintain consistency and familiarity with procedures and personnel.

In addition to our own qualified personnel, Mesa Verde Enterprises maintains relationships with qualified subcontractors capable of providing specialty services including environmental remediation, hazardous material handling, and specialty infrastructure repairs.

Compliance, Documentation, and Reimbursement Support

Mesa Verde Enterprises recognizes that accurate documentation, regulatory compliance, and reimbursement support are critical components of emergency infrastructure repair projects. Our team has extensive experience performing federally funded, state-funded, municipal, tribal, and military construction projects that require strict adherence to contract requirements, documentation standards, and audit procedures.

Mesa Verde maintains established project controls and recordkeeping procedures to ensure all work performed under this contract is fully documented and supported. Project documentation is maintained throughout the duration of each task order and includes daily reports, labor records, equipment utilization logs, material delivery tickets, testing reports, photographic documentation, inspection reports, traffic control records, subcontractor documentation, and project correspondence. These records provide a complete and auditable account of all work performed.

For emergency response projects, Mesa Verde documents conditions before, during, and after repair activities through photographs, field reports, quantity tracking, and detailed daily logs. Documentation includes descriptions of work performed, personnel assignments, equipment utilized, materials incorporated into the work, weather conditions, and any unforeseen conditions encountered in the field. This documentation allows the Village to maintain complete records supporting project reimbursement and future audits.

Mesa Verde utilizes established cost-tracking procedures that accurately document labor, equipment, material, and subcontractor costs associated with each work assignment. Equipment utilization is tracked through daily equipment reports identifying equipment type, hours of operation, operators, and project assignments. Material quantities are supported through supplier invoices, delivery tickets, and quantity tracking records. Labor hours are documented through daily time records and payroll systems. These procedures provide transparency and accountability while supporting reimbursement requests and financial reporting requirements.

The company has extensive experience working under federal, state, and local contracting requirements, including projects administered under FAA, Department of Defense, tribal government, and public works programs. Mesa Verde understands the importance of maintaining complete records to support audits, grant funding requirements, and reimbursement requests. Documentation can be organized and submitted in formats requested by the Village to facilitate project administration and funding recovery efforts.

Quality assurance and quality control procedures are integrated into all phases of construction. Field inspections, testing documentation, corrective action reports, and material certifications are maintained as part of the project record. Any deficiencies identified during inspections are documented and corrected promptly to ensure compliance with project specifications and regulatory requirements.

Mesa Verde is committed to maintaining compliance with all applicable federal, state, and local laws, regulations, and contract requirements. This includes adherence to OSHA safety standards, environmental regulations, traffic control requirements, licensing requirements, public works regulations, wage rate requirements when applicable, and all reporting requirements established by the Village of Ruidoso.

Our objective is to provide the Village with complete, accurate, and timely documentation that supports efficient project administration, reimbursement eligibility, regulatory compliance, and long-term record retention. Mesa Verde's proven management systems, experienced administrative staff, and established documentation procedures provide the Village with confidence that all work performed under this contract will be properly documented and fully support reimbursement and audit requirements.

Certifications

- Licensed in the State of New Mexico – GB98, GA98, GF98, MM98
- Registered for New Mexico Gross Receipts Tax

- In compliance with Public Works registration requirements
- SWPPP Experience
- Traffic control/MUTCD Compliance

All required forms and certifications are included in Attachment 3.

Mesa Verde Enterprises, Inc.
P.O. Box 907
Alamogordo, NM 88311
Ph: 575-437-2995
Fax: 575-437-8358
Contracting@mesaverdeinc.com

WHITE MOUNTAIN DRIVE PH II & III

Contract price: $8,908,527.65
June 2022 - Present

Ph. II work includes replacing and cleaning drainage areas . Ph. III includes paving reconstruction to include overlay, an intersection reconstruction and grade lift, culverts and a pedestrian foot path.

- 16,825 TN Base Course
- 25,837 TN Hot Mix Asphalt
- 3,077 TN OGFC

REFERENCE:
CHRIS LITTLE
CLITTLE@MESCALEROAPACHETRIBE.COM

Mesa Verde Enterprises, Inc.
P.O. Box 907
Alamogordo, NM 88311
Ph: 575-437-2995
Fax: 575-437-8358
Contracting@mesaverdeinc.com

MESCALERO APACHE TRIBE

EAGLE DRIVE

Contract price: $4,169,921.55
June 2023 - February 2025

This project included roadway reconstruction, pavement rehabilitation of existing pavement, permanent signing and striping, modifications to existing ADA ramps and drainage improvements to alleviate ponding at intersections with on/off ramps from US Highway 70.

- 14,326 TN Base Material
- 12500 SY Geogrid Base Reinforcement
- 3,792 Hot Mix Asphalt
- 2,067 LF Culvert Pipe
- 986 LF Curb & Gutter

REFERENCE:
CHRIS LITTLE
CLITTLE@MESCALEROAPACHETRIBE.COM

Mesa Verde Enterprises, Inc.
P.O. Box 907
Alamogordo, NM 88311
Ph: 575-437-2995
Fax:: 575-437-8358
Contracting@mesaverdeinc.com

VILLAGE OF RUIDOSO
MOON MOUNTAIN TRAIL

Contract price: $339,292.02
December 2023-March 2024

Contract Reference
Carol Kirkpatrick
Village of Ruidoso
575.258.4343

The purpose of this project was to cut a mountain bike/hiking trail for approximately five miles for the Village of Ruidoso. The project site was challenging due to limited site accessibility on the mountain side. The work consisted of:

- Earthwork/Grading
- Clear and Grub
- Install Signage

ALTA VIA

CONSTRUCTION, LLC.

Alta Via Construction, LLC
2200 Hubbell Circle SW
Albuquerque, NM 87105
Phone: 505-873-5465
Contracting@mesaverdeinc.com

WSMR - REPAIR RANGE ROAD 21

Contract price: $4,547,562.54
December 2024 - June 2025

The scope of work for Range Road 21 included milling the existing roadway, preparing and compacting the subgrade, installing NMDOT-approved geotextile fabric, placing a six-inch base course, and applying a new SP-IV asphalt surface. Additional tasks involved traffic control, pavement markings, and environmental protection measures such as dust control and water management. Alta Via's approach emphasized quality assurance through independent testing, compliance with federal and state specifications, and advanced technologies like GPS-guided equipment and real-time traffic management systems.

REFERENCE:

CHRISTOPHER HAHN
575-993-0930
CHRISTOPHER.B.HAHN.CIV@ARMY.MIL

Due to the security of the location , images shown are not of the specific project

Mesa Verde
100% Employee Owned

EQUIPMENT LIST

As of June 2026

Equipment	Description	License Plate Number
	Light Duty Trucks	
02079	1993 Ford F250 Pickup	131TLS
02105	2002 Ford F250 (Tire Shop)	267TGK
02110	2002 Ford F350 (Weld Shop)	177SZA
02120	1996 Ford F250 (Weld Shop)	633WRW
02123	1995 Ford F250 (Ranch)	FKZ403
02131	2004 Ford F250 (Warehouse)	434NDJ
02151	2005 Ford F350 (Crew Truck-Blown?)	269NHW
02152	2005 Ford F350 (DL @ Warehouse)	630RMH
02162	2007 Ford F350	JBR705
02164	2007 Ford F350 (Crew Truck)	JBR707
02165	2007 Ford F350 (Crew Truck)	JBR708
02168	2008 Ford F350XLT (Crew Truck)	RAA310
02169	2008 Ford F350XL (Plant Travel)	613WRW
02171	2006 Ford F250XL SD Pickup	KFH782
02172	2005 Ford F550 SD Mech Trk (Mech Shop)	KGW839
02173	2003 Ford F450XL SD Mech Trk	KGW838
02175	2004 Chevy 4500 Utility Truck (Const)	634WRW
02176	2008 Ford F250	635WRW
02177	2008 GMC 2500 HD Truck (Ranch)	346PMY
02178	2008 Ford F250 (Ricky Crew Truck)	829XAZ
02179	2007 Ford F150 Long Bed (Bill Thompson)	ALHZ89
02182	2009 Ford F350 (Richard Quattlebaum)	043WWA
02183	2009 Ford F350 (Kevin)	ALHZ90
02184	2010 Ford F250 (Tim Marcinko)	988WXB
02185	2011 Ford F250 XCab PK	880RBS
02186	2011 Ford F250 Extended Cab	195WLP
02187	2011 Ford F250 EXCab PKUP (Alan)	ABWB75
02189	2011 Ford F250 (LabTech)	238TZF
02190	2011 Ford F250 (LabTech)	ABWB76
02192	2012 Ford F250 (Kyle Crew Truck)	227RWC
02193	2012 Ford F250 (JR Crew Truck)	228RWC
02194	2012 Ford F150 (4x4) (Lab)	226RWC
02196	2010 Ford F150 FX4 4WD (Spare Crew?)	492RSS
02199	2010 Ford F-150 Supercab (Concrete)	701TDA
02200	2015 Ford Expedition (Nathan)	374TGK
02201	2018 Ford F-150 4-Door 4X4 (Leo Hernandez)	039WCY
02202	2018 Ford F-150 4-Door 4X4 (Allister)	036WCY
02203	2018 Ford F-150 4-Door 4X4	037WCY
02204	2018 Ford F-150 4-Door 4X4 (Ramon Pino)	038WCY
02205	2019 Ford F-250 (Blane)	148WLP
02206	2019 Ford F-250 (Crew Truck)	149WLP
02207	2020 Ford F-250 XL (Warehouse)	644WRW
02208	2020 Ford F-250 XL (Asphalt)	645WRW
02209	2020 Ford F-250 XL 4-Door (JR's crew)	072WTD
02210	2020 Ford F-250 XL 4-Door	071WTD
02211	2016 Ford F250 Super Duty (Ranch)	704WWJ
02212	2021 Ford Escape SE FWD (Angie)	808WXM

EQUIPMENT LIST

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Equipment	Description	License Plate Number
02213	2022 Ford F250 Super Duty XL (Chris Crew)	798WYC
02214	2022 Ford F250 Super Duty XLT 4WD (Steve)	058WYL
02215	2022 Ford F250 Super Duty XLT 4WD (Jason)	059WYL
02216	2022 Ford F250 Super Duty XL 2WD	526WZB
02217	2022 Ford F250 Super Duty XL 2WD(Ricky C)	527WZB
02218	2022 Ford F250 Super Duty XL 4WD (David B)	013WZS
02219	2022 Ford F250 Super Duty XLT 4WD (Derek)	014WZS
02220	2022 Ford F250 SD (Lawrence)	067WZS
02221	2022 Ford F250 SD (Chris V)	068WZS
02222	2022 Ford F350 XL Mechanic's Truck (Forst)	915XAK
02223	2023 Ford F150 XL 4WD S (Dan)	BMAH33
02224	2020 Ford F150 4D Crew Cab (SSI System) IRI	898XAZ
02225	2023 Ford F250 Super Duty XL 4WD C (Don D)	705XCG
02226	2023 Ford F250 Super Duty XL 4WD C (Bryan)	707XCG
02227	2023 Ford F250 Super Duty XL 4WD C (Blane B))	706XCG
02228	2023 Ford Escape ST (Bobbi)	BPKG40
02229	2023 Ford Escape ST (Chrissy)	BPPW11
02230	2023 Ford F150XL 4WD S (Alonso)	BRAX09
02231	2024 Ford F-250 Super Duty XLT 4WD(Sam)	834XFW
02232	2024 Ford F-350 SD (JR)	550XHW
02233	2024 Ford F-350 SD	552XHW
02234	2024 Ford F-350 SD(Joe W)	551XHW
02235	2018 Ford T-350 Passenger Van	488XJH
02236	2024 Ford F-250 XL SD 4WD (Clint)	495XJH
02237	2025 Ford F250 SD 4WD (Andy D)	
02238	2025 Ford Maverick XLT (John T)	
02239	2025 Ford Maverick XLT(Rusty Wride)	
02240	2023 Ford F-350 Utility Bed (Charles P)	
02241	2023 Ford F-350 Utility Bed(Bryan N)	
	Concrete Mixers	
03118	2007 Kenworth W900 Mixer	WD116034
03120	2008 Kenworth W900 Concrete Mixer	WD116033
03123	2008 Kenworth W900 Kimble Mixer(CAT C13 Engine)	WD131643
03124	2008 Kenworth W900 Mixer (C13)	IRK5519
03125	2013 Kimble K2100 11YD Bridge Mixer (KW)	WD95956
03126	2014 Kimble Mixer	WD95887
03127	2014 Kimble Mixer	WD95886
03128	2013 Kimble K2200C 11 Yd Mixer	WD95893
03129	2013 Kimble K2200C 11 Yd Mixer(1983 W900 Tractor)	WD95892
03130	2013 Kimble K2200C 11 Yd Mixer	WD131050
03134	2007 International Paystar 5000 Mixer	WD95921
03135	2007 International Paystar 5000 Mixer	WD95926
03136	2007 International Paystar 5000 Mixer	WD95920
03137	2007 International Paystar 5000 Mixer	WD115916
03139	2007 International Paystar 5000 Mixer	WD95925
03140	2019 Kenworth T880S Mixer	WD116050
03141	2019 Kenworth T880S Mixer	WD116051
03142	2020 Kenworth T880 Mixer	WD133061

EQUIPMENT LIST

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Equipment	Description	License Plate Number
03143	2019 Kenworth T880 Tractor McNeilus Mixer	IRM5907
03144	2024 Kenworth T880 Mixer	WD136362
03145	2024 Kenworth T880 Mixer	WD136363
03146	2026 T880 Revolution Concrete Mixer	
03147	2026 T880 Revolution Concrete Mixer	
	Heavy Duty Trucks	
03222	2004 MACK CV713 Granite Tri/A Dump Truck	WD116030
03223	2004 MACK CV713 Granite Tri/A Dump Trk	WD116031
03224	2004 MACK CV713 Granite Tri/A Dump Truck	WD116035
03225	2004 MACK CV713 Granite Tri/A Dump Truck	WD116040
03226	2004 MACK CV713 Granite Tri/A Dump Truck	WD116039
03227	2004 MACK CV713 Granite Tri/A Dump Trk	WD116041
03237	CAT 735 Off Road Truck	
03238	Freightliner LW12/14 BD -TH Dump Truck	WD129800
03239	Freightliner LW12/14 BD -TH Dump Truck	WD129799
03240	Freightliner LW12/14 BD -TH Dump Truck	WD129797
03241	Freightliner LW12/14 BD -TH Dump Truck	WD129798
03324	2003 Kenworth T300 2500 Gal. Water Truck	WD47478
03325	2001 Kenworth T300 2500 Gal. Water Truck	WD47479
03326	1999 Kenworth T300 2500 gal Water Truck	WD95938
03328	4000V Water Truck	WD123728
03329	4000V Water Truck	WD131712
03330	2005 Freightliner Water Truck	422TGK
03331	2006 Freightliner Water Truck	423TGK
03332	2022 Kenworth T370 4,000 gal Water Truck	WD131711
03333	2022 Kenworth T370 4,000 gal Water Truck	WD131894
03334	2012 Kenworth T800 4,000 g Water Trk (Was 99717)	WD134057
03335	2022 Kenworth T370 4,000 g Water Trk (Was 99723)	WD134058
03336	2025 Mack Granite 4K Water Truck	WD138571
03447	2019 Peterbuilt/Etnyre 2000g Distributor	IRM4451
03448	2007 Ford F-750 Distributor Truck	WD131897
03449	2024 Etnyre BlackTopper Distributor Truck(FL)	
03546	2009 Kenworth T370 Fuel&Lube Truck (Shop	IRH3737
03547	1989 Kenworth T800 Concrete Breaker	WD95954
03549	Kenworth T370 Service Truck	WD95933
03550	Ford F550 XL Super Duty (Juan)	685TXZ
03551	Ford F550 XL Super Duty (Colton Hackett)	686TXZ
03552	Ford F550 XL Mechanics Truck (Mark)	990WXB
03553	Ford F550 XL Mechanics Truck (Diego)	991WXB
03554	2007 International 4300 TMA Attenuating Truck	019WYL
03555	2019 Ford F750 Mechanic's Truck (Tim Latour)	512WZB
03556	2007 International 4400 Fuel Truck	WD135526
03557	2024 Ford F650G Traffic Pattern Truck (Barrel)	829XFW
03558	2024 Ford F550 Mechanic Truck(Bobby H)	882XFW
03559	2009 GMC TT8F064 Paint Truck	444XJH
04044	1993 Kenworth Transport	IRM4454
04059	2012 Kenworth T800	IRM4453
04061	2012 Kenworth T800	IRM4452

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Equipment	Description	License Plate Number
04062	2012 Kenworth T800	IRM4455
04063	2012 Kenworth T800	IRK4964
04064	2012 Kenworth T800	IRK2323
04065	2012 Kenworth T800	IRK5520
04066	2012 Kenworth T800	IRK4965
04067	2012 Kenworth T800 Transport	IRM7616
04068	Kenworth Tractor Truck (TRABON)	IRK4231
04069	2018 Kenworth T880	IRK5027
04070	2018 Kenworth T880	IRK5028
04071	2018 Kenworth T880	IRK5029
04072	2018 Kenworth T880	IRK5030
04073	2020 Kenworth T880	IRL2786
04074	2020 Kenworth T880	IRL2787
04075	Freightliner 122SD	IRL4367
04076	Freightliner 122SD	IRL4368
04077	2018 Kenworth T880	IRL6729
04078	2018 Kenworth T880	IRL6730
04079	2018 Kenworth T880	IRL6731
04080	2024 Kenworth T880	IRM5044
04081	2024 Kenworth T880	IRM5043
04082	2024 Kenworth T880	IRM5042
04083	2025 Kenworth W900 Transport	IRM7617
	Dozers	
05005	CAT D8T Dozer	
05006	2017 CAT D6K2 LGP Dozer (Was 99653)	
99864	Komatsu D71PXI-24 Dozer	
	Backhoes	
06010	2004 John Deere 310SG Backhoe	
06011	2003 John Deere 310SG	
06014	Caterpillar 420E Backhoe w/ Breaker	
06015	2005 CAT 420D 4x4 Loader Backhoe	
06016	2021 John Deere Backhoe Loader 410LX	
	Motor Graders	
07004	Cat 140H Motor Grader	
07005	Cat 140H Motor Grader	
07012	Caterpillar 140H Motor Grader	
07013	Caterpillar 150 Motor Grader	
07014	Caterpillar 150 Motor Grader	
07015	Caterpillar 140M3 Motor Grader	
07016	Caterpillar 140M3 Motor Grader	
	Forklift	
09002	Gradall 9000# Forklift (Rt 7)	
09088	Skytrak 10054 Variable Reach Forklift	
09089	Skytrak 10054 Variable Reach Forklift	
	Loaders	
09008	2012 JCB 510-56 Loadall	
09022	2000 CAT 950G	
09032	2004 Caterpillar 950G II	

EQUIPMENT LIST

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Equipment	Description	License Plate Number
09034	2006 Caterpillar 938GII Loader	
09035	2006 Caterpillar 938GII	
09036	Caterpillar 938GII	
09061	Caterpillar 950H Loader	
09063	John Deere 210LE Landscape Loader	
09064	Caterpillar 972H Loader	
09067	Caterpillar 938H Loader	
09070	Caterpillar 938K Wheel Loader	
09074	John Deere 624J Front Loader	
09075	CAT 972M Front End Loader	
09078	John Deere 844K III 4WD Loader	
09080	John Deere 844K Loader (Replaced 09079)	
09081	CAT 950M Loader	
09082	John Deere 644P Loader (Was 99695)	
09083	John Deere 824L Loader (Was 99675)	
09084	John Deere 844L 4WD Loader	
09085	John Deere 844P Wheel Loader	
09086	John Deere 844P Wheel Loader	
09087	Volvo L120H Loader	
10011	Rex 3-55B Trashmaster	
	Rollers/Compactor	
10040	2000 IR SD115D	
10041	2004 Ingersol Rand DD24	
10042	2004 CAT CS563E Roller	
10043	Caterpillar PS-200B Roller	
10044	Caterpillar 816F Compactor	
10045	Caterpillar CB24 Roller	
10047	CAT CS-563E SD Compactor	
10048	CATCB-534D Asphalt Roller	
10049	2007 CAT 534D Asphalt Roller	
10050	CATCS-563E Soil Compactor	
10051	2011 Volvo DD29 Asphalt Roller	
10052	2012 CAT CC34 Compactor	
10054	CAT CB-13 Asphalt Roller	
10055	CAT CB-13 Asphalt Roller	
10056	BOMAG BMP8500 Roller	
10057	CAT CS11 GC Sheeps Foot Roller	
10058	CAT CS11 GC Single Drum Dirt Roller	
10059	Volvo SD115B Roller	
10060	CAT CB66B Asphalt Roller (Was 99665)	
10061	CAT CB66B Double Drum Roller (Was 99662)	
10062	Volvo ABG PTR240 Pnuematic Roller	
10063	2017 BOMAG BMP8500	
10064	2018 BOMAG BMP8500	
	Skidsteer	
11031	CAT 236B2 Skidsteer	
11035	Bobcat S-630	
11036	Bobcat S650 Skid Steer	

EQUIPMENT LIST

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Equipment	Description	License Plate Number
11039	2020 John Deere 324G Skidsteer	
11040	2020 John Deere 324G Skidsteer	
11041	Bobcat Skid Steer	
11042	Bobcat Skid Steer	
11043	2023 S650 Bobcat Skid Steer	
11044	2024 Bobcat S76 T4 Skidsteer	
11045	2024 Bobcat S76 Compact Skidsteer	
11046	2024 Bobcat S76 Compact Skidsteer	
11047	2024 Bobcat S76 Compact Skidsteer	
11048	2026 CAT 260 Wheel Skidsteer	
11049	2026 CAT 260 Wheel Skidsteer	
	Misc Attachments	
12001	Sweeper Attachment for Bobcat	
12117	KL12000 Auto 9" Barrier Lifter	
12119	Mini Milling Machine Attachment for 11040	
12120	KL12000 6-12" Barrier Lift	
12121	EZG Fence Hog Chain Link Stretcher	
12122	30" Bucket for Excavator	
12123	Notch Wedge System for Carlson EZR210	
12124	Sonic Ski Plus Sensor on 15016	
12125	John Deere 36" Back Hoe Bucket (On 06016)	
12126	Allied 2577 Hydraulic Breaker	
12127	Compact Roller for Excavator	
12128	Skidsteer Cat Cold Planer	
12129	Epiroc ER15003X Drum Cutter	
12510	Bobcat 30 Auger w/12" Bit	
12514	Topcon Cross Slope System w/ Single Soni	
12515	Good Earth Tools Culvert Auger Attachment	
13010	2012 RT45 Ditch Witch	
	Broom/Sweepers	
14001	Broce Broom RJ300	
14002	Broce Broom RK300	
14003	Broce Broom RJ350	
14004	Broce Broom RJ350	
14005	2000 International Tymco 600 HSP Sweeper	KSR101
14006	Broce Broom Model RJ350	
14007	Broce Broom RJ350	
14010	Street Sweeper	
14011	2021 Superior DT74J Broom (Was 99639)	Was 99639
14012	Broce FMJ470 Broom (Was 99701)	
14013	Broce Broom MK-1	
14014	Broce Broom MK-1	
	Chip Spreader/Asphalt Machiner/Reclaimer/Milling Machine	
15002	1995 Etnyre Chip Spreader	
15005	Asphalt Pickup Machine MS-2	
15006	Tail Gate Curber	
15007	Power Curber 150 Extruder	
15010	RM-300 Reclaimer	

EQUIPMENT LIST

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Equipment	Description	License Plate Number
15011	RX-600e-3 Milling Machine	
15013	ROADTEC RP-195e Paver	RP195E-4016
15016	ROADTEC RX-900E Milling Machine	
15017	ROADTEC SB-2500E/EX Shuttle Buggy	
15018	Assembly Universal SR Hopper Insert	
15019	2011 Etnyre Variable Width 4WD Chip Spread (99648)	Was 99648
15020	ROADTEC RP-195 E/EX Paver	
15021	ROADTEC SB-2500E/EX Shuttle Buggy	
15022	2023 CAT AP355 Mini Paver	
15023	Astec/Roadtec RP-195E Paver	
15024	Wirtgen W60i Cold Milling Machine	
15025	R&D Trench Paver	
15026	Wirtgen W250Fi Cold Milling Machine	
16011	Bobcat 225G Miller	
	Tanks/Towers/Misc.	
17001	2005 Heil Alum. Asphalt Tanker	5019FTB
17003	Stand Tank 10000 GAL (Ranch Road)	
17004	Fuel Tank 16,0000 gallon	
17005	6,000 Gallon Fuel Tank	
17006	6,000 Gallon Fuel Tank	
17007	10,000 gallon Hot Asphalt Tank	
17008	Fuel Tank (1100 Gal) Not In Use	
17009	Stand Water Tank @ La Luz Pit	
17010	Sparky Built Water Fill Stand	
17045	Refuel Station	
17046	Mega 10,000 Gal. Water Twr	
17047	2005 Klein Water Tower (12000 Gallon)	
17048	Sioux, D-1000 water heater	
17049	AST Skid Tank - 14,000 gl	
17050	AST Skid Mounted Tank-20,000 gal	
17051	Trailmobile Water Trailer	8758FTC
17052	2 10,000 Gal Fuel Tanks (Exile Aviation)	
17053	1000 Gallon Fuel Tank (Basin Pipe)	
17054	500 Gallon Fuel Tank (Basin Pipe)	
17056	2015 Heil 1040 Cu. Ft. Pneumatic Tank	1035FTH
17057	Fuel Tanks Mechanics Building	
17060	Fuel Tanks	
17061	Fuel Containment	
17062	Fuel Tanks	
17063	Fuel Dispensing System	
17067	Sioux Boiler M-1G	Main Yard
17068	Sioux M-1 Gas Water Heater (Ruidoso)	
17069	1700 Gal Skid Mount Water Tank	
17070	Fill-Rite DR9020PU Fuel Pump (4) Main Yard	
17071	Smith Tank 5,000 gal fuel tank contained portable	
	Trailers	
18002	2000 Big Tex 18' Utility	28068TRF
18007	Hmde Single Axle Utility Trailer	1656TRN (PRM)

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Equipment	Description	License Plate Number
18009	Ditch Witch S5A Tilt Bed Trailer	13189TRF (PRM)
18013	16' Utility Trailer	36152TRK
18016	2004 S&H Stock Trailer	
18022	Spool 2in & Smaller	
18023	Shop Made Spool 3in & smaller	
18024	DEMC FLOAT TRAILER (Dup 19004)	22798TRF
18052	Utility Trailer 16'	81815TRK
18103	6X10 box trailer Wells Cargo	8932TRE
18107	2005 Big Tex 30SA8 (Warehouse Trailer)	10886TRM
18108	Lab Flatbed Trailer	34028TRF
18111	Big Tex Flat Bed	91137TRD
18113	2010 Big Tex 14 Dump Trailer (Tim)	71556TRH
18114	2011 Big Tex Utility Trailer (RANCH)	88128TRH
18115	2013 Continental Cargo 2320 Utility Trlr	42226TRT
18116	Haulmark TSTV6X12DS2 Transport (Tim)	51010TRT
18119	2017 PJ T6202 Black Tilt Trailer	27920TRK
18120	2018 PJ T6202 Black Tilt Trailer	34453TRL
18122	2022 PJ 12' X 77" UT	39737TRL
18123	2022 PJ T6 22'X6" Tilt Trailer	39738TRL
18125	2022 PJ IU242 20ft Pipe Top Utility Trailer	17773TRM
18126	2024 PJ TJ202 20" X 82" Tilt Trailer	10880TRM
18127	2026 Victory Tandem Axle 7'x16' Enclosed Trailer	
18128	2025 RICE TST8212 82" x 12' Trailer	
18129	2026 PJ UK122 Lab Trailer	
19001	1997 Loadking Lowboy Trailer	5096FTB
19002	32ft Gooseneck Tandum Du	
19016	Transport 60 Ton Lowboy Trailer	7032TRY
19022	20ft Gooseneck TRAILER	
19023	Fruehauf Step Deck Trailer Red	1015FTH
19025	2018 Load King 503 DFP Transport Trailer	1042FTH
20023	Lufkin End Dump Trailer	5085B
20026	2007 Ranco ED 26-34 Demolition End Dump	8750FTC
20027	2007 Ranco ED 26-34 Demolition End Dump	8798FTC
20028	2008 Ranco ED 26-34 Demo EndDump Trailer	8753FTC
20029	2008 Ranco ED 26-34 Demo EndDump Trailer	8754FTC
20030	2017 Ranco ED26-34	1052FTH
20031	2017 Ranco ED26-34	1050FTH
20032	2017 Ranco ED 26-34	0390FTL
20033	2017 Ranco ED26-34	1053FTH
20034	Clement End Dump Trailer	0393FTL
20035	Clement Aluminum End Dump Trailer	1525FTK
20036	Clement Aluminum End Dump Trailer	1207FTH
20037	Clement Aluminum End Dump Trailer	1206FTH
20038	2024 Brazos 32' Pit Viper End Dump Trailer	8296FTK
20039	2024 Brazos 32' Pit Viper End Dump Trailer	9115FTK
21001	1995 Ranco Belly Dump	8768FTC
21003	1996 Ranco Belly Dump	8771FTC
21004	1996 Ranco Belly Dump	6168FTK

EQUIPMENT LIST

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Equipment	Description	License Plate Number
21020	1996 Ranco Bottom Dump Trailer	3198FTB
21025	2004 Ranco Bottom Dump Trailer	5013FBT
21026	2004 Ranco Bottom Dump Trailer	5067FBT
21028	CPS Belly Dump	4826FTK
21029	CPS Belly Dump	8295FTK
21030	2005 CPS Belly Dump	9116FTK
21031	2010 CPS LBD Belly Dump Trailer	8294FTK
21032	2010 CPS LBD Belly Dump Trailer	8293FTK
21033	2010 CPS LBD Belly Dump Trailer	8292FTK
21034	2010 CPS LBD Belly Dump Trailer	8766FTC
21035	2023 Brazos 40' Pit Boss Belly Dump Trailer	8298FTK
21036	2023 Brazos 40' Pit Boss Belly Dump Trailer	8301FTK
21037	2023 Brazos 40' Pit Boss Belly Dump Trailer	8299FTK
21038	2023 Brazos 40' Pit Boss Belly Dump Trailer	8300FTK
21039	2023 Brazos 40' Pit Boss Belly Dump Trailer	8297FTK
	Saws	
22017	Crafco Pavement Saw	
22043	Makita Chopsaw (Welding Shop)	
22052	Target Pro 66 42" Walkbehind Saw	
22058	Husqvarna 36" Walk Behind Saw	
22062	Target 14HP Floor Saw	
22063	Husqvarna 750 Saw	
22065	Stihl TS 700 Partner Saw	
22066	Stihl TS700 Partner Saw	
22070	Stihl TS700 14" Saw	
22071	Stihl TS760 Saw	
22072	Husqvarna Soft Cut 4000 Walk Behind	
22073	Concrete Cut Saw	
22074	Husqvarna FS513 Soft Cut Walk Behind Saw	
22075	Stihl TS700 Saw (Lawrence C)	
22076	Stihl TS700 Cut Saw(JRs)	
22077	Stihl TS700 Cut Saw	
22078	14" Stihl Saw	
22079	2023 14" Stihl TS700 Saw	
22080	2023 14" Stihl TS700 Saw	
22081	14" Stihl TS700 Saw	
22082	20" Husqvarna 450 Rancher Chainsaw	
22083	2025 14" Stihl TS700 Cut Saw	
	Compactor	
23404	Multiquip 3060lb Rammer	
23406	Multiquip 3060 lb Rammer	
23407	Wacker Plate Compactor WP1550A	
23408	Wacker Compactor WP1550AW	
23411	Wacker WP1550AW Plate Compactor	
23412	Mikassa Jumping Jack	
23413	Mikassa Rammer Jumping Jack	
23414	Wacker WP1550AW Plate Compactor	
23415	Mikassa MTX60HD Jumping Jack (JR)	

EQUIPMENT LIST

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Equipment	Description	License Plate Number
23416	Mikassa MTX60 Rammer (Charles P)	
23417	Mikasa MVC88VTHW Plate Compactor	
23418	2022 Plate Tamper	
23419	Mikassa GX100Rammer (Bryan B)	
23420	Wacker Neuson WP1550 Plate Compactor	
23421	Wacker Neuson WP1550 Plate Compactor	
23422	Mikasa MTX70HDR Jumping Jack (Ricky C)	
23423	Mikasa MTX70HDR Jumping Jack	
23424	Mikasa MTX60HD Jumping Jack (Bryan B)	
23425	Mikasa MTX60HD Jumping Jack (Joe W)	
23426	Mikasa MTX70HDR Jumping Jack (Steve K)	
23427	Mikasa MTX70HDR Jumping Jack (Steve K)	
	Excavator	
28006	Volvo EC350EL Excavator	
28007	CAT 305CR Mini Excavator	
28008	Volvo EC250E Excavator	
28009	Volvo EC200E Excavator	
28010	2026 CAT 305CR Compact Track Excavator	
29004	DW Pierce Arrow w/5" Exp	
	Crack Seal	
29007	2000 Cimline 225D Crack Seal Machine	
	Truck Scale	
29009	Weigh Tronix Truck Scale	
29012	100 Ton Truck Scale	
29106	Weigh-Tronix Scale-Ruidoso Yard	
29109	Weight Tronix 120,000 LB Scale	
	Crane	
29029	Hydraulic Truck Crane 90 Ton	
	Message Board/Signal Light/Striping/Light Towers	
29121	SolarTech Messenger Board	
29122	SolarTech Messenger Board	
29123	Graco 200HS Paint Sprayer	
29124	Graco HD Line Driver	
29125	Horizon SQ3 Signal Light Trailer	
29126	Horizon SQ3 Signal Light Trailer	
29127	Solar Message Board	
29128	Horizon Signal Portable Traffic Light SQ3TS	
29129	Horizon Signal Portable Traffic Light SQ3TS	
29130	HaliBrite X Light Trailer	
29131	HaliBrite X Light Trailer	
29132	Hill & Smith 25 Arrow Board	
29133	Hill & Smith 25 Arrow Board	
29134	Hill & Smith 25 Lt Arrow Board	
29135	Wanco WSDT3-S Speed Radar Trailer	
29136	Wanco WSDT3-S Speed Radar Trailer	
29141	CivDot Mini Paint Robot	
29142	Allmand NLPII-V Portable Light Tower	
29143	Generac MLT6SC Portable Light Tower (W72594)	

EQUIPMENT LIST

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Equipment	Description	License Plate Number
29144	Generac MLT6S Portable Light Tower (W72587)	
	Air Compressor	
30018	Sullair 185 Air Compressor	
30019	2008 (NEW) 185 Sullair Air Compressor	
30020	2008 185 Sullair Air Compressor	
30023	Air Compressor from FNF	
30028	Sullair 50HP Air Compressor @ Gencor	
30030	2021 Rolair 021-0331 30g Compressor	
30031	2022 Doosan 185WDO-T4F Compressor (Was 99689)	
30032	Atlas Copco Air Compressor GA45-125 AP	
30033	Atlas Copco Air Compressor GA45-125 AP	
30034	Trailered Doosan Air Compressor (Was 99685)	
30035	2013 RollAir 13GR30HK30	
30036	2024 Husky C801H	

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.

Signature 6/22/26
Date

CFO
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

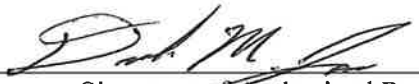
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Derek M. Jones, President

Typed Name & Title of Authorized Representative

6-22-26

Date



Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Otero)

Derek M. Jones, being first duly sworn, deposes and says:

That he/she is President of Mesa Verde Enterprises, 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 22nd day of June 2026

Notary Public: _____

My commission expires: 8/13/27

STATE OF NEW MEXICO
NOTARY PUBLIC
BOBBI GUTHRIE
Commission Number 1078736
My Commission Expires Aug. 13, 2027

Certificate of Contractor Registration

This is to certify that

Mesa Verde Enterprises, Inc.

396 LA LUZ GATE RD

ALAMOGORDO, NM, 88310-9206

has registered with the Department of Workforce Solutions

Registration Date: 7/11/2024 **Registration Number: 0147342010626**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

MESA VERDE ENTERPRISES INC.

LICENSE NUMBER

2967

EXPIRES

07/31/2027

Qualifying Party(S)

RABON RANDAL
RABON TIM
JONES DEREK

CLASSIFICATION(S)

GA02, GA03, GA04, GA05
GA98, GB98, GF01, GF04
GF06, GF07, GF08, GF09
GF98, MM98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **MESA VERDE ENTERPRISES INC.**

PERMANENT LICENSE #2967

Located at: **PO BOX 907, ALAMOGORDO, NM 88311-0907**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA02, GA03, GA04, GA05, GA98, GB98, GF01, GF04,

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

07/01/1967

Clay Bailey

Signature of Contractor

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **MESA VERDE ENTERPRISES, INC.**

DBA: **MESA VERDE ENTERPRISES, INC.**
PO BOX 907
ALAMOGORDO, NM 88311-0907

Expires: **28-Mar-2027**

Certificate Number:

L0451550832

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Labor (Wages Based on Type "A" NM State 2026)		
Superintendent	$ 135.00	Hourly
Foreman	$ 68.00	Hourly
Laborer	$ 50.00	Hourly
Equipment Operator	$ 65.00	Hourly

Equipment		
Pick-up	$ 29.00	Hourly
7' Milling Machine	$ 294.30	Hourly
12.5' Milling Machine	$ 429.30	Hourly
Lay Down	$ 266.63	Hourly
Windrow Elevator	$ 60.08	Hourly
Shuttle Buggy	$ 100.58	Hourly
Roller	$ 52.70	Hourly
Distributor Truck	$ 109.09	Hourly
Chip Spreader	$ 120.57	Hourly
Crack Seal Machine	$ 55.77	Hourly
Broom	$ 35.44	Hourly
RM-300 Reclaimer	$ 243.00	Hourly
Concrete Breaker Truck	$ 202.50	Hourly
Water Truck	$ 115.00	Hourly
Dozer	$ 299.00	Hourly
Backhoe	$ 75.00	Hourly
Motor Grader	$ 150.00	Hourly
Loader	$ 169.00	Hourly
Roller	$ 80.00	Hourly
Excavator	$ 295.00	Hourly
Skidsteer/Bobcat	$ 73.00	Hourly

Traffic Control Devices & Equipment		
Channelizing Devices (1 Each Device)	$ 2.00	CAL DAY
Type-III Barricade (1 Each Device)	$ 3.00	CAL DAY
Traffic Sign (1 Each Sign)	$ 4.00	CAL DAY
Sign Stands (1 Each Stand)	$ 4.00	CAL DAY
Traffic Cone Truck	$ 800.00	CAL DAY
Mobile Traffic Signal System (2 Each Units)	$ 250.00	CAL DAY
Arrow Board	$ 139.00	CAL DAY
Portable VMS Board (1 Each Board)	$ 417.00	CAL DAY

Trucking (Includes Driver)		
Transport Truck	$ 300.00	Hourly
Dump Truck	$ 162.00	Hourly
Belly/End Dump	$ 203.00	Hourly

Materials
Cost + 10%

SUBCONTRACTORS
Cost + 10%

Landfill Fees
Cost + 10%

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Morrow Enterprises, 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	Consultant
Department: Finance	ATTN: Warren Morrow
ATTN: Procurement Manager	Title: President
Street: 313 Cree Meadows Drive	Street: PO Box 1747
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Las Cruces, NM 88004
Phone: 575-258-4343 Ext. 1082	Phone: 575-526-1178
Email: purchasing@ruidoso-nm.gov	Email: warren#morrownm.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Warren Morrow

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:

Morrow Enterprises, Inc.:

Warren Morrow, President

Date:

ATTEST:
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Morrow Enterprises, Inc. **FEIN#** 85-0403584

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:

Morrow Enterprises, Inc.
P.O. Box 1747
Las Cruces, NM 88004

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

Name Warren Morrow
Title President
E-Mail Address warren@morrownm.com
Telephone Number 575-526-1178

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

Name Warren Morrow
Title President
E-Mail Address warren@morrownm.com
Telephone Number 575-526-1178

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

Name Warren Morrow
Title President
E-Mail Address warren@morrownm.com
Telephone Number 575-526-1178

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:

We will utilize subcontractors for any ut not limited to electrical, fencing, signage, striping, guardrail, survey, materials testing. Specific subcontractors TBD

(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 that we know of at this time.
(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.

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

6-22-26 — Date

ACTION BY UNANIMOUS WRITTEN CONSENT
OF BOARD OF DIRECTORS OF
MORROW ENTERPRISES, INC.

WHEREAS, it is deemed desirable and in the best interests of this corporation that the following actions be taken by the Directors of this corporation pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that, pursuant to applicable law, the undersigned, being all of the Directors of this corporation, hereby consent to, approve, and adopt the following:

Leonard Morrow and Warren Morrow hereby have individual authority to submit bids, negotiate bids, and conclude agreements on behalf of Morrow Enterprises, Inc.

RESOLVED FURTHER, that each assistant secretary of this corporation, including but not limited to, Kimberly Morrow, is authorized and empowered to perform all of the duties of the secretary of this corporation when the secretary is not available, and that all bids and other documents of the corporation signed by an assistant secretary of this corporation shall be as valid and binding on this corporation as if they had been signed by the secretary of this corporation.

RESOLVED FURTHER, that the officers of this corporation set forth above be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this corporation and become a part of the records of this corporation.

Date: 9/22/2017

Leonard Morrow, Director

Warren Morrow, Director

RFP 2026-013P

On Call Roadway and Drainage Work

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MORROW INC.
Morrow Enterprises Inc.

PROPOSAL SUMMARY

None provided. All requested information provided under referenced proposal section.

MORROW INC.
Morrow Enterprises Inc.

RESPONSE TO TERMS AND CONDITIONS

Morrow Enterprises, Inc. has reviewed the RFP documents. In addition, we agree to establish all details prior to pricing is proposed, agreed upon between all parties and work commencing.

MORROW INC.
Morrow Enterprises Inc.

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Morrow Enterprises, Inc. believes it's in the best interest of all parties involved to established all specific project details and terms and conditions prior to work commencing. Aside form this, we do not have any other terms to request at this time.

1. Experience and Past Performance

MORROW (INC.)

Morrow Enterprises Inc.

VILLAGE OF RUIDOSO

RFP 2026-013P

ON CALL ROADWAY AND DRAINAGE WORK

COMPANY QUALIFICATIONS AND EXPERIENCE

We are pleased to provide a list of projects completed by Morrow Enterprises, Inc. and personnel team that include roadway and drainage scope of work. You will see our key personnel have been with this company for years. With the combined years of experience, we are able to provide supervision and execution to any project on hand.

Morrow Enterprises, Inc. was incorporated in New Mexico on December 3, 1992. Since this time the company has grown its experience, capabilities and developed great relationships with project owners, engineers and subcontractors. Because of the years of experience working with all team members, we are able to successfully perform and execute projects with high quality, quick response and completed on time. We utilize modern heavy equipment with technology to complete projects in an accurate and efficient manner. Along with projects and personnel we have provided an equipment inventory list of all owned equipment available to use on projects.

We encourage you to reach out to any project owner or engineer listed on projects completed list. We have also provided a few here that we have worked with recently.

David Sedillo, City of Las Cruces Public Work Direct/Asst City Manager
dsedillo@lascruces.gov; 575-528-3033

Matthew Thompson, Bohannan Huston Inc.
mthompson@bhinc.com; 575-202-6440

Jose Terrones, Anthony Water & Sanitation District
jterrones@awsd.us; 575-882-3922

Arturo Zavala, Sierra Lobo/ NASA White Sands Testing Facility
Arturo.zavala@nasa.gov; 575-524-5288

Wyatt Kartchner, Molzen-Corbin
wkartchner@molzencorbin.com; 575-993-9565

John Montoya, Molzen-Corbin
jmontoya@molzencorbin.com; 575-644-0866

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004
575-526-1178

ALL PROJECTS COMPLETED

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARD AMOUNT	FINAL PRICE	DATES OF PERFORMANCE	% COMPLETE WITHIN OWN FORCES	DESCRIPTION OF WORK	WORK PERFORMED AS PRIME OR SUBCONTRACTOR
Madrid Ave. Extension; 24-25-017	City of Las Cruces	Madrid Ave. & Triviz Las Cruces, NM	David Sedillo	575-528-3136	$2,961,791.03	$3,003,724.97	March 2025-May 2026		**New Roadway Extension**-clear and grub, subgrade prep, base course and asphalt pavement (12,000 SY), curb & gutter (3,300 LF), sidewalk 4" (23,600 SF), Drive pads, warning surfaces, median concrete, curb ramp, signage & striping, reseeding, storm darin 18"-60"(313 LF), gas, sewer, water extension, landscaping and irrigation, fencing to include chainlink, header wall, garden wall, CMU wall, street lighting.	PRIME
Truth or Consequences Airport-Rehabilitate Terminal Apron-AIP Project No. 3-35-0042; Delta Project No. 22073	City of Truth or Consequences	Truth or Consequences Airport	Cheryl Rodriguez/ Delta Aiport Consultants	505-355-6899	$1,840,000.00	$1,655,064.53	Oct 2024-Jan 2025	81%	**Rehab Apron-**Pavement Removal, Unclassified Excavation, Concrete Pavement, Asphalt Pavement, striping, fencing and fuel tank demo and replacement.	PRIME
Elks Drive Multi-Use Trail; CN LC00390	Dona Ana County	Elks Drive Las Cruces, NM	Brian Torres/ Wilson and Company	575-740-2285	$1,622,785.00	$1,665,710.50	September 2023-March 2024	92%	**New Multi-Use Trail**-clear and grub, unclassified excavation (1658.47 CY), subgrade, base course, asphalt paving (6865.27 SY). Pedestrian railing, 4" concrete sidewalk(238.56 SY), 6" drive pads (10 SY), Traffic Control Management, Signage, Landscaping, mailbox remove and replacement for residents,	PRIME
Dona Ana County International Jetport East Taxilane/T-Hangar Infrastructure	Dona Ana County	Santa Teresa- DNA Jetport	Elaine Pickering/ Bohannan Huston Inc.	505-823-1000	$2,578,289.50	$2,504,152.32	March 2023-August 2023	96%	**East Taxilane Improvements**- Clear and Grub (30 Acres), Unclassified Excavation(81,300 CY), Pavement Removal(2,165 SY) Base Course Placement- (10,944 SY), 3" Asphalt Placement (1,799.16 tons), HDPE Storm Drain Pipe Improvements, 8" Gravity Sewer Install(1,328 LF) with Grander Pump Station install, 2" Force main(3,670 LF), 1-Air Release Valve, 6" C900 Water Line(470 LF), Fire Hydrants (4 each), related utility items. Electrical, Signage, and Striping Subcontractors used.	PRIME
CRRUA Border Region Arsenic Facility	Camino Real Regional Utility Authority	Santa Teresa, NM	Bijay Basnet/CDM	915-541-6231	$1,525,954.00	$1,593,904.37	October 2022-November 2023	77%	**Arsenic Treatment Facility**-New facility to include yard piping, foundation for equipment, equipment install, evaporation pond with liner.	PRIME
City of Bayard WWTP INFLUENT LINE REPLACEMENT & NEW ENTRANCE WORKS	City of Bayard	Bayard, NM WWTP	Joe Trumm	505-681-0637	$2,100,792.67	$2,102,791.53	December 2022-August 2023	94%	**WWTP Entrance Works and Influent Line-** 12-24" sewer line, force main tie-in, 7-manholes and coatings, demo existing entrance works, install new entrance works to include bar screen, grating and railings install.	PRIME
Sonoma Springs Ave. Extension	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,645,602.60	$1,714,773.25	May 2022 to March 2023	89%	**New Roadway**- Clear and Grub (12.78 Acres,)Earthwork to include cut and fill (83,000 CY), Subgrade Prep 8" (9,697 SY), Base Course 8" thick (9,697 SY), Prime Coat and Asphalt Pavement 3-inch Thick (8,388.37); Storm Drain and Rip Rap, New curb & gutter and sidewalk, Including Electrical subcontractor to install street lighting and traffic signals.	PRIME
City of Las Cruces Sandhill Sewer Phase II	City of Las Cruces Utilities	Las Cruces	Carl Clark/City Engineer	575-528-3548	$1,433,155.36	$1,481,965.53	2021-April 2022	99%	**New Sewer Main-** 9,875 LF 15" SDR35 Sewer Pipe	PRIME
City of Bayard WWTP Sludge Dewatering Facilities	City of Bayard	Bayard, NM WWTP	Joe Trumm	505-681-0637	$1,205,157.04	$ 1,212,125.42	August 2021-December 2022	83%	**New Sludge Dewatering Facility**- CMU building and foundation with roofing and insulation, exhaust fan, heaters, electrical, site piping, new screw press, polymer feed and conveyor equipment install.	PRIME
Tashiro Drive Widening; 19-20-101	City of Las Cruces- Public Works	Las Cruces, NM	David Sedillo	575-528-3136	$3,367,311.40	$3,798,236.91	October 2020-October 2021	77%	**Roadway Widening and Rehab**- 23,000+ SY of Subgrade prep, base course and asphalt placement to include geo-grid, prime and tack coat. 2,200 LF of 18" to 36" DIA RCP Pipe, 1-double drop inlet, 16-single drop inlets, 10 Precast Storm Drain Manholes, 6' to 14, water, sewer and gas upgrades, 47,000 SF of 4" sidewalk, 9,500 LF of curb and gutter. Subcontractors utilized for street lighting, traffic signal, striping and signage, Landscaping and irrigation and minor chain-link fencing.	PRIME
NASA/WSTF Water System Improvements; PO #19T2NS1270	Jacobs Technology, C/O: NASA Johnson Space Center	Nasa Las Cruces, NM	Arturo Zavala/Jacobs Technology PM; Engineer: John Montoya/Molzen Corbin	Jacobs: 575-524-5332 Engineer: 575-522-0049	$3,413,768.19	$3,446,984.87	October 2019 to February 2021	64%	**CROSS COUNTRY PIPELINE**-Clear and Grub 4 Acres; 8" PVC Waterline 8340 LF; Jack & Bore 120 LF; Riprap Erosion Control 13.3 CY; Valves and Air/Vacuum Valve. BOOSTER STATION 5 AND TANK 4- Booster Station including piping, building foundation and Metal Building; New Steel Welded Tank 161,000 Gallons, 8-inch PVC Waterline 605 LF; HVAC and Electrical for Building; Rock Excavation.	PRIME
Yucca Subdivision Phase 2	JBC Holding Corp	Chaparall, NM	JB Colquitt	575-824-3333	$1,471,936.59	$1,669,361.54	August 2020 to March 2021	99%	**New Subdivision**- Lot Clearing, Earthwork, Cut(15,372 CY) and Fill (12,224 CY), Level Ground (49 Ares), Roadway: Subgrade Prep 16" (37,479 SY), Base Course 6" (37,479 SY), Asphalt-2" and Prime Coat (34,727 SY), Water: 8" C900 Waterline (6,880 LF), 6" C900 Waterline (8,620 LF) and all related items including services.	PRIME
3DD Subdivision	JBC Holding Corp	Chaparall, NM	JB Colquitt	575-824-3333	$921,808.31	$1,013,295.64	April 2020 to December 2020	99%	**New Subdivision**- Lot Clearing, Earthwork, Level Ground (27.16 Ares), Fine Grading (14,393 SY) Roadway: Subgrade Prep 16" (17,272 SY), Base Course 6" (17,272 SY), Asphalt-2" and Prime Coat (16,031.00 SY), 6" C900 Waterline (14,400 LF) and all related items including services.	PRIME

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004

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Las Cruces International Airport Teminal Apron Reconstruction; 19-20-001	City of Las Cruces-Airport	Las Cruces, NM	Andy Hume	575-541-2473	$2,367,288.64	$2,422,023.61	March 2020 to December 2020	95%	**Airport Apron Reconstruction-** Asphalt Removal (23,835 SY), Excavation of new apron site limits (8,376 CY), Bituminous Surface Course Placement for Apron (7,600 Tons), Concrete Heli-Pad and Tie Downs (400 SY)	PRIME
Alameda Estates	City of Las Cruces- Public Works	Las Cruces, NM	David Sedillo	575-528-3136	$2,498,092.00	$2,453,667.24	March 2019 to June 2020	94%	Utility and Roadway Reconstruction within Residential Area- Excavation (4,800 CY), Subgrade Prep (21,400 SY), Base Course (23,1000 SY) Asphalt (16,400 SY), Sidewalk 4" (18,700 SF), Valley Curb and Gutter (290 LF), . Underground Utilities Rehab, 8" C900 Waterline (4,00 LF) and all related items including services, abandon existing waterline, 8" Sewer Line (3,500 LF), 4" Sewer Line (1,600 LF), Precast Sewer Manholes (17 EA), abandon existing sewer, 2" PE Gas Line (4,500 LF), including all gas services and related items, Customer Side Plumbing and Re-Lights, Subcontract Services to include Electrical Streetlighting, Signage and Striping.	PRIME
Dona Ana MDWCA WWTP- District 5 Improvements	Dona Ana MDWCA	Picacho Hills Las Cruces, NM	Engineer: Lilla Reed/Souder, Miller & Assoc. Engineer Owner: Jennifer Horton/ Dona Ana MDWCA	Engineer: 575-647-0799 Owner: 575-526-3491	$3,747,691.76	$4,251,123.20	Nov 2018 - Nov 2020	88%	NEW DISK FILTER & SCREW PRESS-Temporary flow by-pass (include all equipment needed to by-pass WWTP as needed for improvements while maintaining a functioning treatment process, temporary piping and connection to airlines, temporary electrical; Site demolition (include demolition, removal, abandoning of existing utilities, structures, pumping and disposal of sludge and fencing; Site grading (include proper compaction, moisture content needed for proper backfilling for new concrete); Furnish and Install new Selector basin triplex pump system (include lifting guide rails, check valve, floats, control panel to connect to SCADA system, portable hoist); Furnish and Install new 6-inch effluent purple pipe; Furnish and Install new 6-inch isolation plug valve; Furnish and Install new 6-inch sewer force main pipe; Furnish and Install new concrete splitter box (include isolation sluice gate, imbedded steps, aluminum grating, coating, PVC piping to secondary treatment); Furnish and Install new 1-foot wide by 10'-10" tall concrete divider wall inside existing concrete basin ; Furnish and Install new 1-foot wide by 10'-10" tall concrete baffle wall inside existing concrete basin; Furnish and Install new concrete Clarifier Channel ; Furnish and Install new Clarifier Channel equipment (include distribution line to clarifiers, slide gates, screen; Furnish and Install new concrete basins for new Clarifier and RAS channel; Furnish and Install new Clarator Model #20400 (include skimmers, walkways, effluent discharge weirs, hydraulic suction hoods, airlifts, effluent piping to Disk Filter, piping and screening from Clarifier channel; Furnish and Install new concrete basin for new Chlorine Contact Chamber; Furnish and Install new ductile iron air piping (include wall penetrations, tees at diffuser drops, bends, transition to PVC, connection to new blowers, reducers, supports); Furnish and Install new PVC air piping; Furnish and Install new Wall Aerators ; Furnish and Install new Aeration Equipment (include DO meters, Algae transducers, supernatant pipes, manual butterfly valves, actuated butterfly valves, throttling butterfly valves, pneumatic lines, electrical positioning valve, Air flow Conditioner, Air Flow Sensor); Furnish and Install new concrete slab at existing Chlorine Contact Chamber ; Furnish and Install new Solids Wasting Airlift AL- 300; Chlorination Station (include 300-gallon poly tank, (2) pumps, tubing, calibration column 6 months' supply of chemical, mag-drive chemical transfer pump, water supply, injection ports); Furnish and Install a duplex effluent pump system (include (2) pumps, with lifting Guide rail system, air release valve, plug valve, check valve, 4-inch discharge line, connection to existing effluent line, pitless adapter; Furnish and Install Chlorine Analyzer (incl sampling port on Ductile Iron pipe, piping, solenoid, isolation valve and check valve); Furnish and Install Turbidity meter; Furnish and Install New 4-inch Ultrasonic Clamp on Flow Meter ; Furnish and Install New plant walkways (include aluminum handrails, stair cases); Furnish and install 1-inch PVC water service line; Furnish and install 1-inch PVC water service tap with ball valve ; Electrical Service for Building (includes coordination with local electrical utility company to extend power to new electrical panel in blower building); Furnish and Install 3-phase backup power generator (include concrete slab); New SCADA system (includes Electrical service, programming, transmitter, SCADA radio, transducers, level sensors, (2) Computers and all other appurtenances required for a complete working installation); New Blower Building (incl. blower equipment, sound enclosures, variable frequency drive, desiccant dryer, dry air storage tank, air compressor equipment, control panels, concrete foundation, exterior, interior walls, electrical, HVAC, plumbing, plumbing, valves, doors, site utility extensions, etc.); Furnish and install new disk filter system ; Furnish and Install New sample station ; Furnish and Install New Effluent Pond Liner; Furnish and Install new effluent return pump system; Remove and Dispose existing sludge from tanks; Furnish and Install new screw press dewatering system.	PRIME

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004

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Downtown Two-Way Conversion	City of Las Cruces- Public Works	Las Cruces, NM	David Sedillo	575-528-3136	$11,552,041.54	$12,414,238.56	June 2017 to November 2019	55%	Downtown District- **Conversion from One-Way to Two-Way Utilities and Roadway Reconstruction:** Concrete Removal and Replacement: Concrete Removal Sidewalk 4-6"(106,000 SF), Curb & Gutter Removal(14,400 LF), 4-6" Concrete Placement (96,000 SF), Header & Curb (2,100 LF), Median Curb & Gutter 18" (4,000 LF), Curb & Gutter 24" (16,199 LF), ADA Ramps 6"(9,900 SF), Detectable Warning Surfaces (1,580 SF), Drive Pad 6" (2,400 SY), Double Drop Inlets (7 EA), Roadway Improvements: Asphalt Removal(278,987 SY-I) , Clearing & Grubbing (1,600 SY), Import Topsoil (1,600 CY), Subgrade Prep 12" Deep (28,174 SY), Base Course 6" (36,200 SY), Asphalt Pavement (47,370 SY), Asphalt Patching (5,000 SY), Tack Coat (33,000 SY). Installation of miscellaneous hardscape and site furnishings. *Subcontracted Services to include underground water sewer and gas, Electrical Traffic Signal and Street Lighting, Roadway Signage & Striping, Landscape & Irrigation.*	**PRIME**
Red Hawk Golf Road; Project Number 18-19-025	City of Las Cruces- Public Works	Red Hawk Golf Road- Las Cruces, NM	David Sedillo	575-528-3136	$2,131,757.00	$2,267,391.83	January 2019- November 2020 (Due to additional work added to contract)	85%	**New Roadway** to include: Asphalt Rmv & disp (1,325 SY), Earthwork (10,000 CY), Subgrade Prep 12" (13,858 SY), Base Course 6" (12,442 SY), Prime Coat, Asphalt Paving 2" thick (1,372 SY), Reclaim Existing Asphalt and Base 4" deep (27,878 SY) Asphalt Paving 3" thick (30,590 SY),New 4" Concrete Sidewalk (77,701 SF), cutoff wall (177 LF), ADA Ramps (20-EA), Concrete Rundowns (3-EA), Rip Rap (347 SY), 30-36" Storm Drain pipe (1,574 LF)Electrical Crossings and Street Lighting performed by Subcontractor, Signage and Striping performed by Subcontractor. **Underground Utilities**- to include 4" Gas Line (8,558 LF), 2" Gas Line (200 LF), 10" Bore (100 LF), 8-12" C-900 Waterline (713 LF), 12" Water Lowerings (5-EA), all underground utilities self-performed.	**PRIME**
W. Court Ave. Improvements REBID; Project Number 18-19-078	City of Las Cruces- Public Works	W Court Ave.- Las Cruces, NM	David Sedillo	575-528-3136	$1,839,921.89	$1,752,283.50	June 2019- June 2020	61%	**Roadway Improvements** to include: Rmv & disp of asphalt(8474 SY), Subgrade Prep(8223.5 SY), Geogrid (8369 SY), Base Course 6" thick (8515 SY), Asphalt Paving 3" thick (6998.50 SY), Rmv & disp of concrete 2"-12" thick all types (18398 SF), New Concrete Sidewalks, Drive pads, ADA Ramps (17583 SF), New Curb & Gutter (3393 LF), Traffic Control and SWPPP Management; Signage & Striping , Storm Drain and Street lighting was performed by various Subcontractors. **Underground Utilities** to include: 4" Gas Improvements (1138 LF), 2" Gas Improvements (132 LF), Relocating meters (5 EA), Customer Side Plumbing (68 LF), 4" C-900 Waterline (54 LF), 6" C-900 Waterline (252 LF), 8-" C-900 Waterline (558 LF), 10" C-900 Waterline (129 LF), various size of water services and connections, New Sewer Manholes (7-EA), 4" Sewer services and connections, 8-30" SDR-35 Sewer Pipe (1742 LF), 6-15" Sewer Caps(3- EA)-Underground utilities performed by Subcontractor.	**PRIME**
Anthony Water & Sanitation District Sonic Lift Station REBID; BEIF NM2230	Anthony Water & Sanitation District	NM-48 Anthony, NM	Jose Terrones/Owner	575-882-3922	$3,850,926.00	$4,724,915.58	August 2018-May 2020	74%	**New Lift Station and Sewer Main Improvements--** 3,517 LF 21-inch Gravity Sewer Line; 3,496 LF of Dewatering(performed by sub); 11-4-foot diam manholes; 1-6-foot diam drop manhole; 2 each-30-inch steel casing Jack & Bore; 6,057 LF 12-inch Force Main for Sewer Service; 1 each-22inch Jack & Bore for 12-inch sewer line; 3 each-2-inch Air Vacuum Valve Stations; Construct Wet Well Lift Station to include Electrical; CMU Masonry Block Building; Electrical and HVAC for building(performed by subs); Site Clearing; Asphalt Removal & Replacement. Coordinated with EPE and EBID to also meet project requirements. Also worked within BNSF ROW and complied with their additional safety standards.	**PRIME**
Via Norte Water System Improvements	Dona Ana MDWCA	Picacho Hills Las Cruces, NM	Engineer: Lilla Reed/Souder, Miller & Assoc. Engineer Owner: Jennifer Horton/ Dona Ana MDWCA	Engineer: 575-647-0799 Owner: 575-526-3491	$780,372.00	$1,717,784.66	April 2018- March 2019	83%	**Water System Improvements**(Original Contract to include)- 5700 LF 8-in C-900 DR18 pipe; F&I 22-ea 8-in Gate Valves; R&R 10-ea 8-in gate valves; F&I 3-ea 1-inch combination air valves; F&I 5-ea PRV's; F&I 11-ea fire hydrants; Connect exist water service to new waterline, 16-ea; Open cut culver crossing, 92 LF; Asphalt Pavement R&R for roads and driveways to include base course and subgrade prep, 4415 SY; R&R curb & gutter, 226 LF; R&R concrete drive pads, 183 SY; R&R gravel and landscaping; 1276 SY; F&I bypass. Additional work added to contract: 664 LF 6-in C-900 PVC DR18 waterline; gate 5valves, comb air valves, 2-tie-ins; R&R HMAC, 565 SY; F&I 6-in PRV's, 3-ea; F&I 8-in PRV's, 3-ea; R&R landscaping and gravel; New 165,000 Gal Steel Tank to include pond grading, foundation, demo of old tank, and yard piping.	**PRIME**
Valle Del Rio Water System Improvements	Lower Rio Grande PWWA	La Mesa, NM-Valle Del Rio	Karen Nichols/LWGPWWA	575-233-5742	$666,589.00	$678,922.03	February 2018- January 2019	37%	**New Tank and Piping Install**: R&R 2- Well Pumps to include cable, wiring, control panel, prop pipe, check valve, SCADA and all connections to existing piping; R&R 2-each well meter on galvanized steel line; F&I 163,500 gal steel storage tank to include subgrade prep, cathodic protection, foundation, painting, disinfection, access ladder, yard piping, valves, water connection; F&I tank level control on exist tank; F&I 6-in PVC C-900 tank fill, outlet and drain lines; site pond; F&I new control panels; F&I backup generators; ; R&R exist 6-in Fire Hydrant; relocate polyphosphate injection port; F&I 6-in flanged gate valve; F&I flow switch; R&D exist duplex pump system; F&I premanufactured booster skid unit; Booster Stn; F&I 4-in gate valves, tees and 6-in flanged gate valves. Additional work included VFD Drives and motors on booster skid unit	**PRIME**
Jacob Hands Wastewater Treatment Plant, Co-Generator System Installation; 16-17-108	City of Las Cruces	Las Cruces, NM	Carl Clark/City Engineer	575-528-3548	$1,750,246.00	$1,782,626.16	October 2017- January 2019	29%	**Co-Generator Install at WWTP:** 3-generator slabs , 3 radiator slabs, 1-digested meter slab, 1- chiller slab, 1-transformed and control panel slab, 1- gas meter slab, 1- future transformer slab, 1- switch gear & metering slab, 1-PMH style primary switches slab, 1-digester gas piping slab-all formed and poured by Morrow; Electrical & Mechanical Subs demoed old equipment and wired and installed new generator equipment; Masonry Block sub installed block building.	**PRIME**

LIST OF REFERENCES

Morrow Enterprises, Inc.
Las Cruces, NM 88004

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Eagle Ridge, Highridge, Solarridge Improvements Project Number 17-18-022	City of Las Cruces	Las Cruces, NM	Jimmy Moreno/ City of Las Cruces	575-528-3126	$399,998.04	$420,404.04	March 2018-July 2018	98%	Roadway Improvements consisted of traffic control, 26,000 SY asphalt milling, 8,700 SY compact exist base course, 6,000 SY Type B HMAC 3" Asphalt, adjusting sewer manholes, rmvl and disp of 4-6" concrete sidewalk and curb & gutter; 370 LF curb & gutter, 12- 6" ADA ramps, 300 SF 4" sidewalk, minor landscape gravel replacement, SWPPP. Water Improvements included 1600 LF 8" C900, 3/4" water services, new fire hydrants.	**PRIME**
Lordsburg UPRR Corridor Utilites Relocation; Project Number LDB1709L	City of Lordsburg	Lordsburg, NM	Gary Berg or Victor Nanez Engineer/OEI now Stantec.	575-538-5395	$691,946.00	$881,853.69	November 2017-July 2018	100%	Utility Extension under UPRR Railroad- Flagmen and Coordination with UPRR Railway; Traffic Control; 825 LF 24" Cased Bore; 220 LF 42" Cased Bore; Construct, Operate and fill Bore Pits; 355 LF 10" PVC Sewer Main; 234 LF DIP Gravity Sewer Main; 231 LF 24" PVC Sewer Main with restrained joints; 1,472 LF 4" Poly Gas Line; 3 EA 4" Gas Plug Valves; 650 LF 6" PVC Water Main; 2 EA 6" Gate Valves.	**PRIME**
Lower Mimbres VFD Faywood Substation 40,000 Gallon Fire Water Storage Tank; Bid No. IFB: B-17-02	Grant County	Faywood, NM	Matt Thompson/ Bohannan Huston	575-532-8670	$149,746.00	$148,114.00	January 2018-June 2018	91%	40,000 Gallon Fire Water Storage Tank-6" Base Course Foundation for Galvanized Steel Water Storage Tank with drain, distribution/fill piping, valves and hydrant. Subcontractor performed electrical work to tank.	**PRIME**
City of Deming Cedar Street Pedestrian Facilities Project; CN 1101400, Bid # 18-03	City of Deming	Deming, NM	George Esqueda/OEI now Stantec	575-538-5395	$444,254.80	$425,708.49	March 2018-May 2018	81%	Pedestrian Facilities Improvements- Traffic Control, 200 SY Subgrade Prep and 4" Base Course; 3,150 SY 4" Sidewalk; 450 SY 6" Sidewalk; 860 LF 6x24" Vertical Curb; 120 LF 6" Laydown Curb; Subcontractors performed signage; 670 LF Pedestrian Railing.	**PRIME**
Silver City Ridge Road East Sewer Extension	Town of Silver City	Silver City, NM	Gary Berg, Engineer/Engineers Inc.	575-538-5395	$1,696,125.00	$2,220,850.60	April 2017-January 2018	98%	Install 7,885 LF 8" PVC SDR35 Sewer Main 3-8 foot deep; 4,557 LF 8-12 foot deep; 25-4' diameter manholes < 6' deep; 43-4' diameter manholes 6-12' deep; 4,476 LF 4" PVC Sewer Service Line; 149-4" Sewer Service w/ Double Clean-Out; Pavement Removal & Replacement; 3,000 CY Rock Excavation. Self-Performed	**PRIME**
Jacob Hands WWTP West Primary Clarifier Rehabilitation; Project No. 16-17-042	City of Las Cruces	Las Cruces, NM	Matt Thompson/ Bohannan Huston Carl Clark/City Engineer	575-532-8670 Engineer 575-528-3548 Owner	$1,495,217.00	$1,477,669.12	January 2017-December 2017	76%	Primary Clarifier Bypassing, Demo Existing Facility, Existing Process Pipeline Lining, Install New Clarifier Equipment, Renovate Access Bridge & Hand railing, New Access Stairway, Renovate Electrical System, Misc. Site Improvements, Remove/Replace Clarifier Interior Wall Coating, Repair Wall Cracks, Concrete Construction Joint, Honeycomb or Spall Areas, Plugging Splitter Box	**PRIME**
Mineral Creek Road Improvements; 2014 CIF No. 315-CIF	Catron County	Alma, NM	George Esqueda/OEI now Stantec	575-538-5395	$830,000.00	$1,261,541.10	May 2017-October 2017	94%	Road and Drainage Improvements- 1600 CY Borrow, 17,500 CY Excavation, 160 SY Subgrade Prep, 24,000 SY Base Course, 5424 LF 24", 412 LF 30", 986 LF 42", 464 LF 48" Culvert Pipe, minor riprap, cattle guard placement, barbed wire fencing, signage.	**PRIME**
Zone 1 Interconnect Phase B, Project 1; Project No. 15-16-108	City of Las Cruces	Las Cruces, NM	Carl Clark/City Engineer	575-528-3548	$633,985.60	$720,835.10	August 2016-August 2017	95%	Clear & Grub, 31968 CY Excavation, 2679 LF 24" Ductile Iron Pipe & Fittings for Water Main , 12" water bypass, 277 LF 48" dia ultra flow pipe storm sewer, 1400 SF Type L rip-rap wire tied w/stakes, Seeding, Erosion Control, SWPPP.	**PRIME**
Berrendo Drinking Water System Improvements	Berrendo Cooperative Water	Roswell, NM	Lilla Reed/Souder, Miller & Assoc. Engineer	575-647-0799	$3,978,375.00	$4,015,035.39	August 2016 to October 2017	60%	34,900 LF of 12" PVC C-900 DR18; 12,300 12" PVC C-900 DR18 that included rock Excavation. Completed 11 each-24-inch Jack & Bores. Concrete & Asphalt Removal & Replacement of Driveways. furnish & Install 1.6 million gallon steel water storage tank, Furnish & Install Gas Chlor.System, Electrical Building & New Well.	**PRIME**
North Hurley Road Improvements- 2015 CIF, NMFA #2980-CIF & 3351-CIF; Bid # B-16-04	Grant County	Hurley, NM	Shanti Ceane of OEI	575-538-5395	$554,926.35	$561,148.76	February 2017 to June 2017	92%	Road and Storm Drain Improvements- 1995 CY Excavation, 8,000 CY Subgrade Prep, 8,400 SY Base Course Placement, 7,300 SY Asphalt Pavement, 10,600 Cy Structural Concrete, 180 LF 30-42" Culvert Pipe. Subs- Signage, Striping, Fencing and Seeding	**PRIME**
City of Las Cruces Utah Ave. Roadway & Utility Improvements; Project No. 16-17-007	City of Las Cruces	Las Cruces, NM	Erich Chavez	575-528-3309	$515,555.00	$530,419.27	December 2016 to June 2017	92%	Reconstruction- Water, Sewer, Gas Rehab, Street Lighting, Roadway Asphalt Remove & Replace. Remove & Replace Curb and Gutter, Sidewalk and Header Wall.	**PRIME**
City of Las Cruces Pavement Replacement 2015 - 2016; Project No. 15-16-152	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$1,588,913.62	$1,722,650.82	August 2016 to June 2017	94%	20 Streets-Roadway Mill, Subgrade Prep, Base Course and Asphalt Pavement. Remove & Replace Curb & Gutter, Sidewalk and ADA Ramps. Approx. 70,000 SY of Milling, Compact Base Course and 3" Asphalt Pavement.	**PRIME**
Rio Valley Onion Site Improvements	Rio Valley Chili	Rincon, NM	Nick and Reina Carson	575-267-4790	$614,438.41	$615,464.42	Mar 2017 to June 2017	100%	Roadway- 592 SY 3" Asphalt, 2467 8" Base Course, 28,681 SY Subgrade Prep. Parking Lot- 1396 SY 3" Asphalt, 1396 SY 6" Base Course, 1396 SY 12" Subgrade Prep. 4,303 SF 4" Sidewalk; 7,022 SF 8" Sidewalk 514 LF Grouted Rip Rap Slope with steps; 20,538 CY Excavation.	**PRIME**
Lordsburg Wastewater System Improvements; Colonias Infrastructure Fund NMFA Project #3175-CIF	City of Lordsburg	Lordsburg, NM	Gary Berg, Engineer/Engineers Inc.	575-538-5395	$518,348.00	$621,266.00	May 2016 to Apr 2017	76%	Installation of 1- New Lift Station; Demo Exist Lift Station, Rehab of Exist Lift Station, Sewage Bypass Pumping, Package duplex wastewater lift station, two (2) grinder pumps 80 GPM at 90 ft TDH with soft start controls, stainless steel slide rails, 2-inch stainless steel discharge lines & manifold, ball type check valves in 72" x 228" FRP basin with 48" x 48" valve, Jib Crane 20' tall mast w/concrete foundation.	**PRIME**
Automatic Meter Read (AMR) Project; USDA Rural Utilities Service New Mexico 14-1629STB	City of Bayard	Bayard, NM	Kristy Ortiz, City Clerk/Owner or Gary Berg, Engineer/Engineers Inc.	7-3327 Engine	$700,000.00	$775,972.23	May 2016 to Mar 2017	93%	1,100 AMR Installations; Includes Data Collection System Software, 2-AMI Tower with Power & Communication; Water Meter w/Ultrasonic and AMR Transmitter; AMR Antennae, 1,072 Water Meter Boxes; Complete for full System Operation	**PRIME**

LIST OF REFERENCES

Morrow Enterprises, Inc.

Las Cruces, NM 88004

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARD AMOUNT	FINAL PRICE	DATES OF PERFORMANCE		DESCRIPTION OF WORK	WORK PERFORMED AS PRIME OR SUBCONTRACTOR
Terrace Hills Mobile Home Community Gas and Water Services Rehabilitation; Project No. 15-16-072	City of Las Cruces	Del Rey Blvd. Las Cruces, NM	Jimmy Moreno	575-528-3126	$429,881.00	$402,267.45	Apr 2016 to Mar 2017	76%	4351 LF 2" PE Gas Line; 3455 LF 3/4" PE Gas Service Line; 78- 3/4" Excess Flow Valves and Riser w/Lockwing Valve; 7281.5 LF Customer Side Plumbing; 140 Pressure Tests; 128 Customer Re-Lights; 94- 3/4" Water Service Connections; 2229 LF 3/4" Poly Water Service Line; 94- Angle Valves; 1250 SY of Asphalt Removal and Replacement.	PRIME
Elks Drive Widening; Project No. 15-16-069	City of Las Cruces	Elks Drive Las Cruces, NM	William Bass	575-528-3107	$702,556.30	$789,265.75	Feb 2016 to Sept 2016	79%	Roadway Widening, 12,000 SY of Asphalt, Base Course and Subgrade Prep. 2800 LF of Curb & Gutter, 3300 LF of Median Curb & Gutter, 11,400 SF of Sidewalk, striping, signage and traffic control, street lighting, RCP Storm Drain Pipe and Drop Inlets, minor utilities.	PRIME
Fairview Water System Improvements	Dona Ana MDWCA	Las Cruces, NM	Lilla Reed/Souder, Miller & Assoc. Engineer	575-647-0799	$1,101,890.00	$1,097,240.25	January 2016-July 2016	99%	Construction and Installation of 7,500 LF of 12; 1,000 LF 8 and 5,000 LF of 6-inch PVC C-900, including all related appurtenances. Completed 7- separate 24-inch Jack & Bores. Pavement Replacement.	PRIME
District 5 Headworks Improvements	Dona Ana MDWCA	Las Cruces, NM	Adrian Renteria/Souder, Miller & Assoc. Engineer	575-647-0799	$341,382.00	$341,844.10	November 2015-July 2016	93%	Construction and Installation of new stair screen, washing press, concrete structure and temporary bypass sanitary sewer line. Demo of exiting concrete headworks structure.	PRIME
Anthony 4th Street/Acosta Rd Storm Drain Improvements, Phase 1-C	City of Anthony	Anthony, NM	Eric Hamilton/Engineer	505-348-4005	$686,031.14	$688,305.62	Sept. 2015-Jan. 2016	95%	Road and Storm Drain Improvements, Bypass Pumping	PRIME
La Union MDS & WA Water System Extension Project	La Union MDS & WA	La Union, NM	Dave Shields/ Bohannan Huston	575-532-8670	$61,922.00	$70,260.26	2015	90%	6" Waterline Extension	PRIME
2014 Gas Rehabilitation Project	City of Las Cruces	Las Cruces, NM	Jimmy Moreno	575-528-3126	$735,853.00	$749,159.34	2015	90%	2" Gas main and services rehabilitation in 7-separate residential areas, customer side plumbing and relight, pavement remove and replace.	PRIME
Lantana Sewer Improvements Phase II	City of Las Cruces	Las Cruces, NM	James Moore	575-528-3123	$483,784.00	$475,235.35	2015	97%	2,000 LF 8" Sewer Improvements, 2" Gas Line and Services, 8" Water, pavement remove and replace.	PRIME
Deming Petro Center	TA Operating LLC	Savoy, NM	Katie Wells	440-808-3296	$163,000.00	$163,000.00	2015	60%	Sewer Lagoon- Grading & Embankment, Geomembrane Liner, Fencing, Water Pipe	PRIME
Zone 1, 18" Waterline Relocate	City of Las Cruces	Las Cruces, NM	CARL CLARK	575-639-3085	$54,079.75	$54,079.75	2015	100%	18" Waterline Relocate	PRIME
Village of Reserve Water Storage Tank	D & R Tank	Reserve, NM	Dennis Engineering	505-281-2880	$128,963.14	$128,963.14	2014-2015	100%	Tank Foundation-Dirt work & Concrete	SUB
Range Road 5, Section 3 White Sands Missile Range, NM	White Sands Missile Range	White Sands Missile Range	Hector Vasquez	575-652-3531	$1,148,683.04	$1,148,683.04	2014-2015	78%	1 MILE MILL EXISTING ROAD, WIDEN ROAD, SUBGRADE, AND PAVE NEW ROAD, 24" Culvert Installed, New Well Drilled.	SUB
Clovis Regional Solid Waste Facility Cell No. 5 and Asbestos Monofill Cell No.1	City of Clovis	Clovis, NM Landfill	Sarah Tuite	505-243-3200	$4,628,465.36	$4,628,465.36	2014-2015	71%	1,300,000 CY of Excavation, Borrow and Embankment. 650,000 SF Geosynthetic Liner and Geomembrane. Leachate Collection System, 48,000 CY Drainage material, remove and replace chain link fencing	PRIME
Malaga Water System Improvements IV-B	Malaga MDWC & SWA	Malaga, NM	Wayland Oliver	575-461-0181	$221,275.40	$313,695.34	2014	94%	15,000+ LF 6" Water Main	PRIME
SANTA CLARA PARRA PARK 8" SEWER	VILLAGE OF SANTA CLARA	SANTA CLARA, NM	RICHARD MAYNES	575-538-5395	$42,479.00	$42,479.00	2014	97%	1,100 LF 8" SEWER	PRIME
CITY OF LORDSBURG CDBG WATER SYSTEM IMP. & NMFA WATER IMP	CITY OF LORDSBURG	LORDSBURG, NM	GEORGE ESQUEDA	575-538-5395	$696,452.00	$877,678.36	2014	75%	7,000+ LF 6" & 8" WATERLINE	PRIME
ORGAN W & SA WATER AND WASTEWATER SYSTEM IMPROVEMENTS PHASE 1 & 2	ORGAN W & SA	ORGAN, NM	DAVE SHIELDS	575-532-8670	$2,051,201.00	$2,309,905.80	2012-2014	90%	34,900 LF of 12" PVC C-900 DR18; 12,300 12" PVC C-900 DR18, including rock Excavation. Completed 11-24-inch Jack & Bores. Concrete & Asphalt Removal and Replacement of Driveways. Furnish & Install 1.6 million gallon steel water storage tank, Furnish & Install Gas Chlorination System, Electrical Building and New Well. Traffic Control Plan and maintenance on Main Highways, and complete open access for duration of project	PRIME
WHITE SAND MISSILE RANGE-RANGE ROAD 5, Section 6A	VENCOR Engineering, LLC	Uprange White Sands Missile Range	Hector Vasquez	575-652-3531	$2,956,048.00	$2,956,048.00	2014	92%	4 MILES MILL EXISTING ROAD, WIDEN ROAD, SUBGRADE, AND PAVE NEW ROAD	SUB
Melrose Bombing Range RPR Redhorse LZ	Ideals, Inc.	Melrose, NM	Nick Andrews	575-532-9652	$1,349,794.00	$1,349,794.00	2014	80%	Surface Course Improvements to Landing Strip at Melrose Air Force Range- 131,192 SY Grading Site, 58,060 CY Earth Cut, 63,205 SY 8-inch Subgrade Prep, 63,205 SY 6" Surface Course. 16,00 CY Earth Fill	SUB
Well Road	Ideals, Inc.	Nasa Las Cruces, NM	Nick Andrews	575-532-9652	$1,188,640.47	$1,205,861.51	2013-2014	93%	3 mile new road development, 62,000 SY subgrade prep, 6" base course, prime oil, 46,985 SY 2" Hot-Mix	SUB
BELL ELEMENTARY SCHOOL PARKING IMP. 2013	DEMING PUBLIC SCHOOLS	DEMING, NM	MYLES KRAENZEL	575-523-1310	$56,822.35	$58,373.68	2013	95%	PARKING LOT IMPROVEMENT	PRIME
HURLEY ONRT GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	575-524-2007	$334,831.00	$334,831.00	2013	55%	1,500 LF of 8" GRAVITY SEWER	PRIME
GRIGGS AVENUE 6" SWR MAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$38,953.00	$38,953.00	2013	96%	6" SEWER MAIN	PRIME
NMDOT 1100361 -UTILITIES	LA CALERTIA/NMDOT	LAS CRUCES, NM	TOBY VILLALOBOS	575-556-1075	$321,108.00	$321,108.00	2013	98%	REPLACE EXISTING UTILITIES/GAS SEWER/WATER	SUB
BAYARD STREET AND DRAINAGE IMPROVEMENTS	CITY OF BAYARD	BAYARD, NM	LISA KIRKER	575-524-2008	$453,550.25	$460,481.98	2013	93%	STREET PAVEMENT AND STROM DRAIN IMPROVEMENTS	PRIME

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CATRON CO. RANCHO GRANDE ESTATES	CATRON COUNTY	RESERVE, NM	GEORGE ESQUEDA	575-538-5395	$932,305.80	$982,780.33	2013	93%	STREET PAVEMENT AND STROM DRAIN	**PRIME**
WEST MESA WATER PHASE IV- PROJECT 2; PROJECT NO. 11-12-215	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,145,500.00	$1,184,027.58	2013	97%	36" Water Main Extension, Highway Bore. Approximately 4,300 LF of 36" Ductile Iron Water Line, including 36" DI fittings, 36" water tie-ins, 3" and 6" combination air and vacuum release station; Pressure Reducing Valve Station; 650 feet 24" Jack & bore; All self-performed.	**PRIME**
GAS REHAB IX	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MAESTAS	575-528-3098	$584,814.73	$620,601.16	2012-2013	96%	GAS REHAB	**PRIME**
ENGLER/JORNADA STORM DRAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MAESTAS	575-528-3098	$970,451.00	$1,065,143.57	2012	100%	726 CY of Concrete for 740 Feet Double Barrel, Cast-in-Place Box Culvert, 1,200 Feet of 72" Culvert Pipe, 60", 48", 24" Ultra-Flow Pipe. Remove & Replace of exist roadway, curb & gutter.	**PRIME**
SONOMA RANCH BLVD. SOUTH EXTENSION	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MAESTAS	575-528-3098	$1,249,909.82	$1,272,655.86	2012	100%	776 CY of Structural Concrete, Cast-in-Place Box Culvert. Building New Road- Asphalt and Curb 7 Gutter, CIP; over 1 mile of 12" water main.	**PRIME**
WALMART IN LAS CRUCES, NM	WALMART/ Key Construction	LAS CRUCES, NM	MIKE MILLER	800.280.9515	$1,146,049.94	$1,185,677.67	2012-2013	99%	PARKING LOT PAVEMENT, CURB & GUTTER	**SUB**
FT. BLISS/SOLOR ELECTRIC DAGIR SITE	SOLAR ELECTRIC	ORO GRANDE, NM FT. BLISS	BEAU	575-523-6633	$639,042.50	$700,834.04	2011-2012	100%	TRENCHING FOR ELECTRICAL LINE	**SUB**
NMSU VELOCITY WATER	NMSU	LAS CRUCES, NM			$111,111.00	$141,010.86	2011	100%		**PRIME**
WEST HATFIEL RD. PH III	DONA ANA MDWCA	LAS CRUCES, NM	MARIANO MARTINEZ	575-526-3491	$104,963.10	$127,756.19	2011	100%	18' TRANSMISSION WATER LINE	**PRIME**
HURLEY GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	575-524-2007	$224,436.05	$224,436.05	2011	100%	GRAVITY SEWER	**PRIME**
NEW MEXICO MVD	EPIC	LAS CRUCES, NM	HAROLD DENTON	(575)525-0241	$60,500.00	$60,500.00	2011		SITEWORK	**PRIME**
COBRE MINE	FREEPORT MCMORAN	TYRONE, NM	DANA GLEGHORN	(575)912-5384	$159,000.00	$159,000.00	2011		TAILINGS DAM RECLAMATION; SWPP; MINING MAINTENANCE	**SUB**
JEFFERSON STREET PH. II	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID SEDILLO	(575)635-2142	$565,460.00	$565,460.00	2010		ROADWAY; UTILITIES; PAVING	**PRIME**
2010 STREET CONSTRUCTION	CITY OF LORDSBURG	LORDSBURG, NM	VICTOR NANEZ	(575)538-5395	$256,000.00	$256,000.00	2010		ROADWAY; UTILITIES	**PRIME**
SOLAR ELECTRIC	WSMR	WSMR, NM	DEVLYN MCNABB	(575)523-6633	$66,695.00	$66,695.00	2010		TRENCHING	**SUB**
WATER STREET	CITY OF ELEPHANT BUTTE	T OR C, NM	DAVID SHIELDS	(575)532-8670	$72,000.00	$72,000.00	2010		ROADWAY	**PRIME**
NEW MEDICAL BUILDING	JERRY WILLIAMS	LAS CRUCES, NM	JERRY WILLIAMS	(575)526-2444	$112,000.00	$112,000.00	2010		EARTHWORK; UTILITIES; PAVING	**PRIME**
NEW LAS CRUCES HIGH SCHOOL	GERALD MARTIN	LAS CRUCES, NM	TIFFANI LUCERO	(575)522-3140	$2,476,800.00	$6,000,000.00	2009-2011		SITE PREP WORK INCLUSIVE OF EARTHWORK, ALL UNDERGROUND UTILITIES SUCH AS WATER, SEWER, GAS MAINS, DRAINAGE PIPES AND STRUCTURES, MASSIVE EROSION CONTROL/RIPRAP, CURB AND GUTTER, AND APPROX. 60,000 SY OF ASPHALT PAVING. $6M PROJECT OF AN AGGREGATE $100M PROJECT.	**SUB**
DIAZ STREET IMPROVEMENTS	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	(575)524-2007	$854,000.00	$854,000.00	2010		UTILITIES; PAVING; STREETS	**PRIME**
PLAYAS WASTEWATER LAGOON	NM TECH	PLAYAS, NM	AK KHERA	(575)532-1526	$678,541.00	$691,961.95	2010		WASTEWATER LAGOONS	**PRIME**
WEST MESA WATER PROJECT PHASE IV; PROJECT NO. 09-10-169	CLC	LAS CRUCES, NM	CARL CLARK	575-639-3085	$1,118,669.40	$1,212,333.45	2010		36" WATERLINE-Approximately 7,700 LF of 36" DI Water Line; water tie-ins; 36" butterfly valves; air and vacuum release manholes; PRV Station; Concrete Cut-Off Walls.	**PRIME**
TELSHOR/LOHMAN INTERSECTION IMPROVEMENTS; PROJECT NO. 08-09-610	CLC	LAS CRUCES, NM	DAVID SEDILLO	(575)528-3105	$1,872,000.00	$1,872,000.00	2009		UTILTITES; PAVING; STREETS	**PRIME**
LA MESA	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$124,000.00	$124,000.00	2009		EARTHWORK;UTILTIES;PAVING	**PRIME**
ALAMOGORDO-WHITE SANDS AIRPORT		ALAMOGORDO, NM					2009		EXCAVATION, STORM DRAIN	**SUB**
VENTURE DRIVE	CLC	LAS CRUCES, NM	JAMES MOORE	(575)528-3123	$200,000.00	$200,000.00	2009		EARTHWORK;UTILTIES;PAVING	**PRIME**
ARROYO VISTA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	(575)650-0260	$737,278.00	$737,278.00	2009		WATERLINE	**PRIME**
CHAPARRAL PHASE 1B	DONA ANA COUNTY	DONA ANA COUNTY	BOHANNAN HUSTON /DAVE SHIELDS	(575)532-8670	$1,198,000.00	$1,198,000.00	2009		4,500 LF 10" Sewer, 2,500 LF 8" Sewer, 18 foot lift station; included cast in place concrete, jib cranes, deep excavation, submersible sewage pumps, earthwork, utilities, paving, sewer main approximately 18 feet deep.	**PRIME**
JEFFERSON STREET	CLC	LAS CRUCES, NM	CARL CLARK	5755283040	$566,000.00	$566,000.00	2009		EARTHWORK; UTILITIES; PAVING	**PRIME**
SANTA TERESA PARKING LOT	GADSDEN SCHOOLS	DONA ANA COUNTY	GADSDEN SCHOOLS	(575)589-5300	$805,000.00	$805,000.00	2009		EARTHWORK; UTILITES;PAVING	**PRIME**
BUTTERFIELD COMMUNITY CENTER	COUNTY	LAS CRUCES, NM	DONA ANA COUNTY	(575)647-7200	$139,000.00	$139,000.00	2008		EARTHWORK; UTILITES	**PRIME**
CHAPARRAL COLLECTION PHASE 1A	FEDERAL-RUS/DONA ANA COUNTY	DONA ANA COUNTY	BOHANNAN HUSTON /DAVE SHIELDS	(575)532-8670	$2,237,832.00	$2,237,832.00	2008		30 FOOT LIFT STATION; INCLUDED CAST IN PLACE CONCRETE, JIB CRANES, DEEP EXCAVATION, SUBMERSIBLE SEWAGE PUMPS, EARTHWORK, UTILITIES, PAVING. UP TO 18 FEET DEEP SEWER	**PRIME**
DEMING AIRPORT	DEMING	DEMING, NM	CITY OF DEMING	(575)546-8848	$1,680,204.00	$1,680,204.00	2007		EARTHWORK, UTILITIES,PAVING	**PRIME**
T OR C AIRPORT	T OR C	T OR C, NM	CITY OF T OR C	(575)894-6673	$825,214.15	$825,214.15	2007		EARTHWORK, UTILITIES,PAVING	**PRIME**
RINCONADA EXTENSION	PRIVATE	LAS CRUCES, NM	CHAD SELLES	(575) 650-0260	$310,000.00	$310,000.00	2009		EARTHWORK;UTILITIES;PAVING; STREETS	**PRIME**
Rinconada South	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	(575)528-3196	$2,067,710.33	$2,067,710.33	2008/2009		EARTHWORK;UTILITIES;PAVING; STREETS	**PRIME**
Sonoma Blvd. Ph.III 12" Waterline	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	(575)650-0260	$353,331.60	$353,331.60	2008		12" WATER LINE	**PRIME**
Town of Hurley	TOWN OF HURLEY	HURLEY, NM	LISA KIRKER	(575)524-2007	$388,565.55	$388,565.55	2008		STREET REHAB.	**PRIME**
Stern Dr.	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	(575)528-3196	$203,993.00	$203,993.00	2008		UTILITIES-12"WATER LINE	**PRIME**
Camino Real	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$397,238.80	$397,238.80	2008		PAVING	**PRIME**
17th Street Reconstruction	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	(575)528-3123	$2,021,000.00	$2,021,000.00	2008/2009		STREET AND UTILITY REHAB.	**PRIME**
Well 68 (Zone #1 C.O.)	CITY OF LAS CRUCES	LAS CRUCES, NM	JENNIFER YODER	(575)532-8670	$453,408.55	$453,408.55	2008		PUMP STATION	**PRIME**
Solar Electric/McGregor Range	SOLAR ELECTRIC	WSMR, NM	DEVLYN MCNABB	(575)523-6633	$16,964.00	$16,964.00	2008		RIGHTAWAY CLEARING	**SUB**
Foothills Landfill Closure	CITY OF LAS CRUCES	LAS CRUCES, NM	KLAUS KEMMER	(575)528-3528	$1,076,632.00	$1,076,632.00	2008/2009		LANDFILL CLOSURE	**PRIME**

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Pueblo Alameda III	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,390,000.00	$1,390,000.00	2008		SUBDIVISION-PAVING	**PRIME**
Sonoma Ranch Blvd. South	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	(575)528-3040	$2,591,331.00	$2,591,331.00	2008/2009		ROAD INFASTRUCTURE	**PRIME**
Sonoma Ranch Blvd. North	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	(575)650-0260	$2,003,563.31	$2,003,563.31	2008		ROAD INFASTRUCTURE	**PRIME**
Butterfield Park. Comm. Cntr.	DONA ANA COUNTY	LAS CRUCES, NM	DAVID ORNELAS	(575) 647-7142	$139,000.00	$139,000.00	2008		EARTHWORK;UTLITIES	
Anton Place Roadway	CITY OF ELEPHANT BUTTE	ELEPHANT BUTTE, NM	CITY CLERK	(575)744-4892	$51,231.20	$51,231.20	2008		PAVING	
Lordsburg Water Sys Imp	CITY OF LORDSBURG	LORDSBURG, NM	LISA KIRKER	(575) 524-2007	$315,363.70	$315,363.70	2008		EARTHWORK;UTILITIES;PAVING	
CHAPARRAL SEWER LINES	DONA ANA COUNTY	DONA ANA COUNTY	JENNIFER YODER	5755328670	$2,237,832.00	$2,237,832.00	2007		EARTHWORK; UTILITIES; PAVING	
WEST MESA WATERLINES	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	5755283196	$524,462.50	$524,462.50	2007		EARTHWORK; UTILITIES; PAVING	
LOHMAN EXTENSION PHASE V	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	(575) 528-3040	$945,000.00	$945,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ENTRADA DE SIERRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	(575) 650-0260	$1,785,000.00	$1,785,000.00	2007		EARTHWORK; UTILITIES; PAVING	
SIERRA NORTE	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	5756500260	$2,217,000.00	$2,217,000.00	2007		EARTHWORK; UTILITIES; PAVING	
ZONE #1, PHASE #1	CITY OF LAS CRUCES	LAS CRUCES, NM	BOHANNAN HUSTON /DAVE SHIELDS	5755328670	$2,129,000.00	$2,129,000.00	2007		WATER LINES; WELL	
MONTE SOMBRA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	5756500260	$2,343,349.83	$2,343,349.83	2007		EARTHWORK; UTILITIES; PAVING	
MISSION ESPADA II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	CHAD SELLES	(575) 650-0260	$545,000.00	$545,000.00	2007		EARTHWORK; UTILITIES; PAVING	
MESILLA, MAY, BOWMAN	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	5755283123	$2,700,000.00	$2,700,000.00	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA III	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	5753828225	$828,968.68	$828,968.68	2007		EARTHWORK; UTILITIES; PAVING	
RINCON MESA II	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	(575) 382-8225	$834,048.03	$834,048.03	2007		EARTHWORK; UTILITIES; PAVING	
HIGH DESERT PH. I & II	ALAMEDA LAND DEVELOPMENT	LAS CRUCES, NM	DONNIE BRAINARD	575-201-3076	$2,000,000.00	$2,000,000.00	2006		EARTHWORK; UTILITIES; PAVING	
PUEBLO ALAMEDA PH. II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,534,695.00	$1,534,695.00	2006		EARTHWORK; UTILITIES; PAVING	
LAS CRUCES AIRPORT WEST INFRASTRUCTURE	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	(505) 528-3123	$663,993.73	$663,993.73	2006		EARTHWORK; UTILITIES; PAVING	
REYNOLDS DR. PH. II	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	5055283123	$1,127,547.56	$1,127,547.56	2006		EARTHWORK; UTILITIES; PAVING	
RINCON MESA I	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	(505) 382-8225	$1,924,186.41	$1,924,186.41	2006		EARTHWORK; UTILITIES; PAVING	
LOS ENAMORADOS	KATERINA INC.	LAS CRUCES, NM	CHAD SELLES	(505) 650-0260	$1,906,283.62	$1,906,283.62	2006		EARTHWORK; UTILITIES; PAVING	
CLC- FLOWER RD.	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	5055283123	$44,015.20	$44,015.20	2006		GAS LINES	
WEBB ROAD	ANTHONY MDWCA	DONA ANA COUNTY	SHERRI HOLLIFIELD	5055220049	$52,013.50	$52,013.50	2006		WATER LINES	
ACOSTA ROAD	ANTHONY MDWCA	DONA ANA COUNTY	SHERRI HOLLIFIELD	(505) 522-0049	$68,040.80	$68,040.80	2006		SEWER LINES	
WEST MESA INDUSTRIAL PARK	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	(505) 528-3123	$1,809,082.91	$1,809,082.91	2006		EARTHWORK; UTILITIES; PAVING	
SAN PABLO MDWCA PH. II	ENGINEERING INC.	DONA ANA COUNTY	JOHN GWYNNE	505-524-2007	$1,123,429.55	$1,123,429.55	2006		AIRVAC SYSTEM	
PUEBLO ALAMEDA PH.I	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,523,389.21	$1,523,389.21	2006		EARTHWORK; UTILITIES; PAVING	
WHITE ROSE COURT	CITY OF LAS CRUCES	LAS CRUCES, NM	BJ GOTTLIEB	505-528-3196	$224,538.00	$224,538.00	2005		EARTHWORK; UTILITIES; PAVING	
NORTHWIND GAS LINE	CITY OF LAS CRUCES	DONA ANA COUNTY	NICK ANDREWS	505-528-3072	$51,866.00	$51,866.00	2005		GAS LINES	
HADLEY EMERGENCY WATERLINE	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-528-3096	$29,773.00	$29,773.00	2005		WATERLINE	
FORT SELDON REST AREAS	STATE OF NM	DONA ANA COUNTY	STATE OF NM	UNAVAILABLE	$45,861.36	$45,861.36	2005		INSTALL SEPTIC TANKS	
FORT SELDON BRIDGE X-ING	CITY OF LAS CRUCES	DONA ANA COUNTY	NICK ANDREWS	505-528-3072	$50,028.00	$50,028.00	2005		UTILITIES	

LIST OF REFERENCES

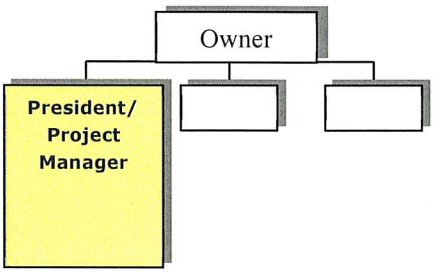
Morrow Enterprises, Inc.
Las Cruces, NM 88004

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARD AMOUNT	FINAL PRICE	DATES OF PERFORMANCE		DESCRIPTION OF WORK	WORK PERFORMED AS PRIME OR SUBCONTRACTOR
CABALLO SEWAGE LAGOON	NM STATE PARKS	CABALLO, NM	DAVE GATTERMAN	UNAVAILABLE	$91,850.00	$91,850.00	2005		SEWAGE LAGOON	
CORONADO III	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$735,076.00	$735,076.00	2004-2005		EARTHWORK; UTILITIES; PAVING	
CHILE CAPITAL ROADWAY	VILLAGE OF HATCH	HATCH, NM	BOHANNAN HUSTON	505-532-8670	$170,672.00	$170,672.00	2004-2005		ROADWORK	
VISTA MONTANA GAS LINES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-528-3096	$11,426.00	$11,426.00	2004		GAS LINES	
VILLAGE OF FLOYD	VILLAGE OF FLOYD	FLOYD, NM	TONI WHITECOTTON	505-478-2585	$425,451.00	$425,451.00	2004		UTILITIES	
RHODES CANYON	BAE SYSTEMS	WSMR, NM	STEPHANIE GAMBOA	505-678-0263	$587,955.00	$587,955.00	2004		LANDFILL	
ORGAN/SUTHERLAND	ORGAN/SUTHERLAND	DONA ANA COUNTY	ROBERT SUTHERLAND	UNAVAILABLE	$29,416.00	$29,416.00	2004		EARTHWORK; SITEWORK	
INSTALLATION OF GAS SERVICES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-528-3096	$19,350.00	$19,350.00	2004		INSTALL GAS LINES	
ALBERT SALINAS	ALBERT SALINAS	DONA ANA COUNTY	ALBERT SALINAS	505-882-1040	$25,012.00	$25,012.00	2004		WATERLINE	
CORONADO II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$768,000.00	$822,000.00	2003-2004		SEWER, GAS, WATER SUBDIVISION WORK, PAVING, CURBING	
CLOVIS ROAD BORE	KELLY CABLE	CLOVIS, NM	MIKE FORD	505-343-1144	$75,000.00	$77,000.00	2003-2004		24" ROAD BORING	
LAS COLINAS 6D	KEN THURSTON	LAS CRUCES, NM	KEN THURSTON	505-382-8225	$730,000.00	$825,000.00	2003		110 UNITS OF EARTHWORK, SEWER,GAS WATER, CURBING & PAVING	
CORONADO I	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$973,000.00	$1,000,000.00	2003		SEWER, GAS, WATER, CURBING & PAVING	
LA MESA	LA MESA MVWCA	DONA ANA COUNTY	SHERRI HOLLIFIELD	505-522-0049	$893,000.00	$1,350,000.00	2003		8-12" WATERLINE; 30 ROAD BOARS	
QUEMADO	VILLAGE OF QUEMADO	QUEMADO, NM	DAWN NALL	505-265-8468	$771,000.00	$972,000.00	2002		36,000 FT. WATER PIPE, 6-10 INCH	
COLUMBUS	VILLAGE OF COLUMBUS	COLUMBUS, NM	GEOGE ESQUEDA	505-538-5395	$400,000.00	$540,000.00	2002		40,000 FT. SEWER PIPE	
NORTH ZONE 2 WATERLINE	CITY OF LAS CRUCES	LAS CRUCES, NM	RICK AREIZA	505-642-1046	$333,000.00	$333,000.00	2001		18" WATER LINE	
GEM MOBILE HOME PARK	ENGINEERING INC.	DONA ANA COUNTY	ENGINEERS INC. - JIM CREEK	505-524-2007	$92,000.00	$92,000.00	2001		MOBILE HOME PARK	
8" GAS LINE	BISHOP CONSTRUCTION	DONA ANA COUNTY	TEDDY BISHOP	UNAVAILABLE	$12,000.00	$40,000.00	1999		ROAD BORES	
ROAD BORES AT VADO	BOWER CONSTRUCTION	DONA ANA COUNTY	DALLAS BOWER	505-233-3623	$350,000.00	$12,000.00	1999		ROAD BORES	
BJZ DAIRY SEWER PROJECT	BJZ DAIRY	DONA ANA COUNTY	MCGEE AND ASSOCIATES - MARVIN MCGEE	505-523-9613	$110,000.00	$346,000.00	2000		LIFT STATION, EARTHWORK, PVC PIPING, EXTENSIVE CONCRETE WORK, 130,000 SQ. FT. POLY LEAK LINER FENCING	
ESPANOLA ST. RECONSTRUCTION	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-642-5533	$210,000.00	$118,000.00	2001		POLY PIPE, PVC PIPE, CURB AND GUTTER, GRADING AND PAVING	
MASON ROAD	DONA ANA COUNTY	DONA ANA COUNTY	DICKIE APODACA	505-647-7102	$210,000.00	$225,000.00	2000		GRADING AND PAVING, CATTLE GUARD INSTALLATIONS	
PUEBLO VISTA SUBDIVISION	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$180,000.00	$180,000.00	1996		SUBDIVISIONS	
ORGAN WATER SYSTEM IMPROVEMENTS	ORGAN MDWCA	DONA ANA COUNTY	DENNIS ENGINEERING - RAYMOND DENNIS	505-281-2880	$750,000.00	$767,000.00	1997		WELL BUILDINGS DISTRIBUTION SYSTEM, TESTING, DIS-INFECTION, ETC.	
WEST MESA UTILITIES	CITY OF LAS CRUCES	LAS CRUCES, NM	TONY AGUIRRE	505-528-3520	$180,000.00	$195,000.00	1997		12" POLY PIPE, 12" PVC, VALVES, HYDRANTS, ETC.	
LAS COLINAS SUBDIVISION	LAS COLINAS SUBDIVISIONS	LAS CRUCES, NM	KEN THURSTON	505-382-8225	SEVERAL CONTRACTS	$1,000,000.00	1995-1999		EARTHWORK, 4" POLY PIPE, MANHOLE VAULTS, SEWER AND WATER UTILITIES	
HWY. 70 RELOCATES	CITY OF LAS CRUCES	LAS CRUCES, NM	KLAUS KEMMER	505-528-3528	$300,000.00	$348,000.00	2000		12" DUCTILE IRON WATER LINE, RELOCATING, MANHOLES, VAULTS, ETC.	
TIERRA MADRE	TIERRA MADRE	DONA ANA COUNTY	ENGINEERS INC. - JIM CREEK	505-524-2007	$600,000.00	$600,000.00	1999-2000		EARTHWORK, ASPHALT PAVING, FORCE MAIN, LIFT STATION, BALLS	
MOUNTAIN VISTA LOOP	CITY OF LAS CRUCES	LAS CRUCES, NM	CHAD SELLES	505-642-5875	$140,000.00	$145,000.00	2000		4" POLY GAS PIPE, 12" WATER PIPE, MANHOLE, 8" SEWER PIPE	
MESA GRANDE	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-642-5533	$674,000.00	$600,000.00	2000		48" STORM DRAIN, POLY PIPE, CURB AND GUTTER, ROAD PAVING, EARTHWORK	
RUS WATER SYSTEM	DONA ANA MDWCA	DONA ANA COUNTY	MOLZEN CORBIN - ADRIAN WIDMOORE	505-522-0049	$801,000.00	$950,000.00	2001		LARGE DIAMETER ROAD BORES, DISTRIBUTION SYSTEM, BOOSTER STATIONS, TESTING OF LINES	
RUS WATER SYSTEM	BRAZITO MDWCA	DONA ANA COUNTY	ENGINEERS INC - JIM CREEK, ALICIA BRUNDAGE	505-524-2007	$560,000.00	$780,000.00	2000		WELL PUMP HOUSE, FIRE HYDRANTS, METER BOXES, 30,000+ DISTRIBUTION	
RUS WATER SYSTEM	LA UNION	DONA ANA COUNTY	MOLZEN CORBIN - JERRY PAZ	505-522-0049	$797,000.00	$950,000.00	1999		WELL / TANK, BOOSTER STATIONS, 40,000 FT. OF DISTRIBUTION PIPING	
PICACHO SUBDIVISIONS	DNAP	LAS CRUCES, NM	JOHN MOSCATO	575-496-7115	$1,100,000.00	$1,150,000.00	1998-1999		250,000 YDS. EXCAVATION 16,000 FT. POLY GAS PIPE, SEWER, WATER	
MESQUITE WETLANDS	MESQUITE MWSA	DONA ANA COUNTY	ENGINEERS INC - DENNIS WAGNER	505-538-5395	$2,147,000.00	$2,180,000.00	1996		220 STEP SYSTEMS, 60,000 FT. OF COLLECTION SYSTEM, DISPOSAL SYSTEM	

Resume – Morrow Enterprises, Inc.

Warren Morrow
Proposed Position

President/ Project Manager



- FEDERAL PROJECTS
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA- WSTF
- NMDOT PROJECTS
- MUNICIPAL PROJECTS
- GAS PIPELINE COMPANY PROJECTS
- LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
January 2007 to 2012
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
January 2012 to Current
Project Manager/Estimator

President
September 2017 to Current

Morrow Enterprises, Inc.
2003-2007
Laborer/Pipe layer/Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Estimating and Managing Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Life Long Experience in Heavy Civil Construction
- Knowledgeable with OSHA and Safety Standards

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Project Management
- Subcontractors and Suppliers coordination with project schedule
- Project Scheduling and coordination of crews

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification:
  A-1 Engineering
- **High School Graduate**
  Las Cruces High School-2004
- **Undergrad Student**
  NMSU- 2004-2006
  Civil Engineering

Certifications

- OSHA-10

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Managed and Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, boring, traffic control.***
  Value of contracts range from $20,000 to $18,000,000+
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Project Management
- Crew Supervision
- Managing Safety Requirements
- Installing Models for Machine Control
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

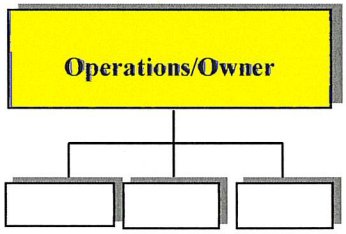
RESOURCES:

- ***Trimble GPS Machine Control***
- ***Trimble Project Site Project Management***
- ***Microsoft Project Scheduling Program***
- ***HCSS Heavy Bid- estimating software***
- ***HCSS Heavy Job- job costing software***

Resume – Morrow Enterprises, Inc.

Leonard Morrow
Proposed Position

Owner / Vice President/ Co-Project Manager



- Government Projects
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA - WSTF
  - NM DoT Projects
- Municipal Projects
- Gas Pipeline Company Projects
- Land Development

Experience Summary

Morrow Enterprises, Inc.
December 3, 1992-Present
Owner/Operator
Las Cruces, NM

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- 33+ yrs. experience supervising, estimating and managing heavy civil construction projects
- Knowledgeable with job site protocol for federal projects and state projects
- Life long experience in heavy civil construction
- Implementation of OSHA and safety standards

CAPABILITIES:

Managed and Directed:

- Heavy civil construction management and installation of multi-million dollar federal and commercial projects
- Earthwork- excavation, cut and fill
- Underground utilities- water, sewer, natural gas, storm drain
- Large roadway expansions- subgrade, base course, asphalt pavement
- concrete- curb and gutter, structural and flatwork

Knowledge of:

- Major construction design considerations during construction
- Changes and change order management
- Subcontractor and suppliers coordination, scheduling and oversight
- Project scheduling development and control

QUALIFYING EXPERIENCE:

Owner, Vice President and Operations Manager for a heavy civil construction corp. with +-80 multiple skilled employees.

- ***Managed Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control. Value of contracts range from $20,000 to $18,500,000+***
- Implementing QC practices and procedures
- Implementing Project Management practices and procedures
- Expanding Equip. Inventory to efficiently complete projects within contract period
- Full Quantity Take Offs from Blueprints
- Estimating Project Costs for Pre and Post Projects
- Crew Supervision
- Oversight of Safety Requirements

Contractor Licensing

- **New Mexico License No. 51154**
  Classifications:
  GA-98, GB-98, GF-98
- **Arizona License No. ROC181433**
  Classification: A-1 Engineering

Education

High School Graduate –
Cliff High School 1975

Certifications

- OSHA Competent Persons
- EPQ Qualified Personnel- SWPPP Inspections
- MSHA Mine Safety Training
- Trench Shore Safety

Resume – Morrow Enterprises, Inc.

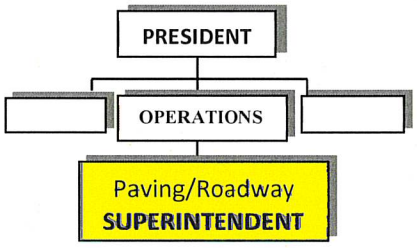
RESOURCES:

- ***Trimble GPS Machine Control***
- ***Trimble Project Site Project Management***
- ***Microsoft Project Scheduling Program***
- ***HCSS Heavy Bid- estimating software***
- ***HCSS Heavy Job- job costing software***

Resume – Morrow Enterprises, Inc.

Carlos Armendariz
Proposed Position

Roadway/Paving Superintendent



- Federal and State Projects
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA - WSTF
  - NM DoT Projects
- Municipal Projects
- Gas Pipeline Company Projects
- Land Development

Experience Summary

Morrow Enterprises, Inc. 2009-2011 **Project Foreman** **Las Cruces**	**Morrow Enterprises, Inc.** 2011 to Current **Paving Superintendent** **Las Cruces**	**Morrow Enterprises, Inc.** 2006-2009 **Equipment Operator** **Las Cruces**

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Earthwork, Roadway and Rip Rap Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Knowledgeable with OSHA and Safety Standards
- Installing and Completing Project Scope within Budget & Schedule

CAPABILITIES:

- Offers construction knowledge and design considerations during roadway construction when changes need to be made.
- Subcontractor and Supplier coordination of project scheduling.
- Calculating tons/Cubic Yards when ordering materials for roadways.
- Coordination of crews
- Meeting with Project Inspectors, Engineers and Owners to discuss progress and changes if needed
- Clearance of Utility locates and understanding state laws.
- Calculating Field Quantities to submit to Project Manager for Billing

EXPERIENCE:

- ***Supervised Heavy Civil Construction Projects- scope of work including earthwork, roadwork, concrete, traffic control.***
  Value of contracts range from $20,000 to $13,000,000
- Reading Blueprints to Execute Projects per Specifications
- Crew Supervision
- Managing Safety Requirements
- Operating all Heavy Equipment
- Elevation Control for Earthwork

Education

Graduate–Deming High School-1995

Certifications

- ATSSA Certified-Traffic Control Supervisor
- EPQ Qualified Personnel-SWPPP Inspections
- MSHA Mine Safety Training
- OSHA Competent Persons
- OSHA-30 for Construction

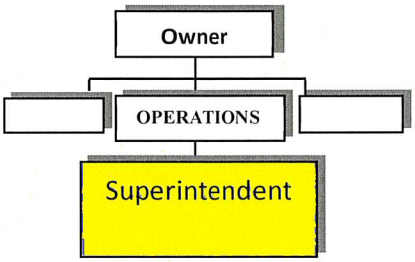
Resume – Morrow Enterprises, Inc.

RESOURCES: • ***Trimble GPS Machine Control*** • ***Heavy Equipment Machinery*** • ***HCSS Heavy Job- job costing software***	

Resume – Morrow Enterprises, Inc.

Justin Sparks
Proposed Position

General Superintendent



- FEDERAL PROJECTS
  - White Sands Missile Range
  - Fort Bliss Dagir Site
  - Cannon AFB
  - NASA- WSTF
- NMDOT PROJECTS
- MUNICIPAL PROJECTS
- GAS PIPELINE COMPANY PROJECTS
- LAND DEVELOPMENT

Experience Summary

Morrow Enterprises, Inc.
1997-2003
Project Foreman/Superintendent
Las Cruces

Morrow Enterprises, Inc.
2003 to Current
General Superintendent
Las Cruces

Morrow Enterprises, Inc.
1993-1997
Equipment Operator
Las Cruces

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Knowledgeable with OSHA and Safety Standards
- Installing and Completing Project Scope within the Contract Amount of Time

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Subcontractor and Supplier coordination of project scheduling
- Coordination of crews
- Meeting with Project Inspectors, Engineers and Owners to discuss progress and changes if needed
- Clearance of Utility locates and understanding state laws.
- Calculating Field Quantities to submit to Project Manager for Billing

Education

Graduate–Animas High School-1990

Certifications

- ATSSA Certified-Traffic Control Supervisor
- EPQ Qualified Personnel-SWPPP Inspections
- MSHA Mine Safety Training
- Trench Shore Safety
- Operator Qualification-Natural Gas Excavation
- OSHA Competent Persons
- OSHA-30 for Construction

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, boring, traffic control.***
  Value of contracts range from $20,000 to $18,000,000
- Reading Blueprints to Execute Projects per Specifications
- Crew Supervision
- Managing Safety Requirements
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

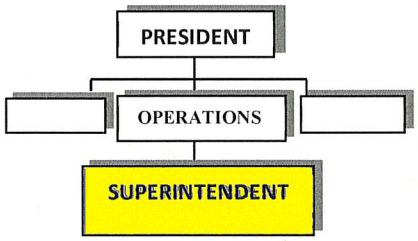
RESOURCES:

- ***Trimble GPS Machine Control***
- ***Heavy Equipment Machinery***
- ***HCSS- Heavy Job- job costing software***

Resume – Morrow Enterprises, Inc.

Daryl Stailey
Proposed Position

Superintendent
WWTP, Lift Stations
Concrete and Foundations



- Municipal Projects
- Federal and State Projects
- Gas Pipeline Company Projects
- Land Development

Experience Summary

James Hamilton Construction,
Oct 2015- Mar 2016
Superintendent
Silver City, NM

Morrow Enterprises, Inc.
March 2016 to Current
Superintendent
Las Cruces

Constructors Inc.
Feb 2010-Oct 2015
Superintendent
Carlsbad, NM

Williams Engineering & Construction
Oct 2008- Jan 2010
Superintendent
Dona Ana, NM & Carlsbad, NM

CSC, Inc.
Feb 2000- Oct 2008
Superintendent
Las Cruces, NM

Sunland Asphalt
1998- Feb 2000
Project Mgr.
Tempe, AZ

Highland Enterprises, Inc.
1983-1998
Superintendent
Las Cruces, NM

Basis for Selection, Capabilities and Experience Base

BASIS FOR SELECTION:

- Experience Supervising, Heavy Civil Construction Projects.
- Familiar with Job Site Protocol for Federal Projects.
- Knowledgeable with OSHA and Safety Standards
- Installing and Completing Project Scope within the Contract Amount of Time

CAPABILITIES:

- Offers construction knowledge and design considerations during construction when changes need to be made.
- Subcontractor and Supplier coordination of project scheduling
- Coordination of crews,
- Meeting with Project Inspectors, Engineers and Owners to discuss progress and changes if needed
- Clearance of Utility locates and understanding state laws.
- Calculating Field Quantities to submit to Project Manager for Billing

Certifications

- GB 98 Contractor License New Mexico
- MSHA Mine Safety Training
- OSHA Competent Persons
- NM One- Call Cert.
- BUTT Fusion- Natural Gas, City of Las Cruces
- OSHA-30 for Construction
- OSHA Fall Protection

Resume – Morrow Enterprises, Inc.

EXPERIENCE:

- ***Supervised Heavy Civil Construction Projects- scope of work including earthwork, underground utilities, roadwork, concrete, survey, traffic control.***
  Value of contracts range from $20,000 to $9,500,000
- Reading Blueprints to Execute Projects per Specifications
- Crew Supervision
- Managing Safety Requirements
- Operating all Heavy Equipment
- Elevation Control for Earthwork and Pipelines

RESOURCES:

- ***Trimble GPS Machine Control***
- ***Heavy Equipment Machinery***
- ***HCSS Heavy Job- job costing software***

MORROW INC.

Morrow Enterprises Inc.

ALL Equipment listed is** owned, none are rental units

EQUIPMENT INVENTORY LIST

Heavy Equipment		
UNIT NO.	MOTORGRADER	YEAR
G-21	140 -H WITH RIPPERS	2006
G-22	160M2 WITH RIPPERS	2012
G-23	140M3 WITH RIPPERS	2014
G-332	140M3 WITH RIPPERS	2017
G-581	150 AWD	2025
UNIT NO.	SCRAPER	YEAR
SC-2	615-C CAT SCRAPER	2000
SC-3	613-C SCRAPER	
SC-5	623-G SCRAPER	2006
SC-396	623-K SCRAPER	
SC-441	412B Dresser Scraper(Old one that was at the Ranch)	
SC-453	615 SCRAPER	
SC-456	627K SCRAPER- CAT	2019
SC-457	627K SCRAPER- CAT	2015
SC-565	627-11 SCRAPER CAT	2024
SC-578	627G PP MOTOR SCRAPER CAT	2008
SC-579	627G MOTOR SCRAPER CAT	2006
SC-580	627G MOTOR SCRAPER CAT	2006
SC-592	627 MOTOR SCRAPER CAT	2026
UNIT NO.	DOZERS	YEAR
D-15	D-4 -C PAT BLADE	
D-16	D6N HIGH DRIVE	2004
D-17	D4G XL	2006
D-18	CAT D6T - XL	2012
D-19	CAT D8T	2013
D-560	CAT D6 VP	2025
UNIT NO.	TRACK--HOES/EXCAVATORS	YEAR
E-24	322-C CAT HOE	2003
E-25	330-C CAT HOE	2005
E-26	315-C CAT HOE	2004
E-27	315-C CAT HOE	
E-29	320-C- CAT HOE THUMB	2004
E-30	330-C CAT HOE	2005
E-34	315CL EXCAVATOR	
E-319	320EL EXCAVATOR	2012
E-320	324DL EXCAVATOR	2009
E-359	HITACHI ZX470LC-6	2017
E-437	308-07CT CAT MINI HYDRAULIC EXCAVATOR	2021
E-438	330-07 CAT HYDRAULIC EXCAVATOR	2020
E-505	308 CAT EXCAVATOR	2020
E-518	302.7 CAT MINI-EXCAVATOR	2022
E-519	302.7 CAT MINI-EXCAVATOR	2022
E-520	308 CAT MINI-EXCAVATOR/THUMB	2023
E-521	306 CAT MINI-EXCAVATOR/THUMB	2023
E-533	306 CAT MINI-EXCAVATOR	2024
E-534	308 CAT MINI-EXCAVATOR	2024
E-538	330 CAT EXCAVATOR	2023
E-545	303.5 CAT EXCAVATOR	2023
E-546	301.7 CAT EXCAVATOR	2023
E-549	352 CAT EXCAVATOR	2024
E-589	320 CAT EXCAVATOR	2025
E-590	330 CAT EXCAVATOR	2026

UNIT NO.	RECLAIMER	YEAR
RCL-390	CAT RM300	2018
UNIT NO.	**RUBBER TIRED--HOES/BACKHOES**	**YEAR**
B-20	430-D CAT BACKHOE	
B-31	420-E-CAT	
B-32	420-E-CAT	2007
B-33	FORD 555C	
B-35	CAT 420 FIT	2013
B-36	CAT 420 FIT	2015
B-37	CAT 420 FIT	2015
B-38	CAT 420 FIT	2015
B-342	CAT 430F2	2016
B-343	CAT 430F2	2015
B-407	CAT 420	2018
B-408	JOHN DEERE 310SL	2019
B-582	CAT 420XE BACKHOE LOADER	2025
B-583	CAT 420XE BACKHOE LOADER	2025
B-584	CAT 420XE BACKHOE LOADER	2025
B-585	CAT 420XE BACKHOE LOADER	2025
B-586	CAT 420XE BACKHOE LOADER	2025
B-587	CAT 420XE BACKHOE LOADER	2025
UNIT NO.	**WATER WAGONS**	**YEAR**
WP-1	613-C WATER WAGON	2006
WP-4	613-C WATER WAGON	2003
WTT-391	Wylie 500 Gallon Water Tank Trailer	2005
WP-420	JOHN DEERE 300D WATER WAGON	2015
WP-469	JOHN DEERE 300D WATER WAGON	2014
WP-472	CAT 730C ARTICULATED WATER WAGON	2015
UNIT NO.	**WHEEL LOADERS**	**YEAR**
L-11	938-G WHEEL LOADER	2004
L-104	VOLVO LOADER W/ COUPLER	2001
L-105	938-G WHEEL LOAD W/ COUPLER	2006
L-108	CAT LOADER 950H	2007
L-312	CAT LOADER 950H	2012
L-339	CAT LOADER 950M	2018
L-409	JOHN DEERE	2013
L-411	CAT LOADER 966M	2017
UNIT NO.	**SKID STEER LOADERS**	**YEAR**
SSL-200	CAT 289D HF MULTI TERRAIN	2015
SSL-436	CAT 289D COMPACT LOADER	2019
SSL-486	CAT 289D COMPACT TRACK LOADER/SKID STEER	2018
SSL-512	CAT 299D3 SKID STEER	2023
SSL-532	CAT 299D3 SKID STEER	2023
UNIT NO.	**SKIP LOADERS**	**YEAR**
SL-1/F340	FORD 340	
SL-405	JOHN DEERE 210 SKIP LOADER	2015
SL-406	JOHN DEERE 210 SKIP LOADER	2013
UNIT NO.	**ASPHALT PAVERS**	**YEAR**
LM-74	225 -G BARBER	
LM-76	CAT 1055 PAVER	2000
LM-395	CAT AP1055F PAVER	2020
LM-466	Lee-Boy 8510B Asphalt Paver	2010
UNIT NO.	**MATERIAL TRANSPORT VEHICLE**	**YEAR**
MTC-397	WEILER 1250A	

UNIT NO.	ASPHALT STEEL WH. ROLLERS	YEAR
DD-31	DOUBLE DRUM ROLLER	
DD-32	CAT 434-C DOUBLE DRUM	2003
R-7	CAT PS-360 RUB TIRE ROLLER	2006
R-31	CAT 534-C DOUBLE DRUM	
R-318	HAMM HD 140 DOUBLE DRUM	
R-562	CAT CB10-02 DOUBLE DRUM	2024
UNIT NO.	**ASPHALT PNEUMATIC ROLLERS**	**YEAR**
R-35	CAT PS-360 RUB TIRE ROLLER	1998
R-419	HAMM 25 TON PNEUMATIC TIRE ROLLER-GRW280I	2018
R-561	CAT CW34 PNEUMATIC COMPACTOR	2024
UNIT NO.	**PADFOOT ROLLERS**	**YEAR**
R-1	CAT 323-C PADFOOT TR. ROLLER	
R-2	CAT 323-C PADFOOT TR. ROLLER	2001
R-3	CAT 323C	2005
R-8	WHACKER WALK BEHIND	2007
R-40	SAKAI 550T PADFOOT ROLLER	2009
R-478	CAT CP11GC PADFOOT DRUM COMPACTOR	2021
R-563	CAT 825-11 PADFOOT ROLLER	2024
UNIT NO.	**SMOOTH DRUM ROLLERS**	**YEAR**
R110	BOMAG WALK BEHIND BLUE	
R-4	CAT 563-D SINGLE DRUM	2001
R-36	CAT CS-56 CAB COMPACTOR	2011
R-41	INGERSOLL RAND SP48DD SINGLE DRUM ROLLER	
UNIT NO.	**WINDROW ELEVATORS**	**YEAR**
EL-1	WINDROW ELEVATOR J D	1994
UNIT NO.	**BROOMS**	**YEAR**
S-30	Model RB38 ROSCO	
S-33	Roscoe RB-38 SWEEPER	
S-337	Broce 350-R Broom	
S-410	Broce Broom	2013
UNIT NO.	**BORING AND AUGER**	**YEAR**
BM76	ALLIED OVA BORING MACH.	
BM77	M-C-24 BORING MACH.	
BM-341	MCL 54/60 BORING MACH	
BM-380	36/42 MICHAEL BYRNE BORING MACHINE	
	36"AUGER AND HEADS	
	30"AUGER AND HEADS	
	24"AUGER AND HEADS	
	18"AUGER AND HEADS	
	16"AUGER AND HEADS	
	14"AUGER AND HEADS	
	12"AUGER AND HEADS	
	10"AUGER AND HEADS	
	8"AUGER AND HEADS	
	6"AUGER AND HEADS	
	24" AUGER 3" HEX	
	20" AUGER HEX	
	24" STEERING HEAD	
	24" CUTTER HEAD	
BM-552	HAMMERHEAD MOLE- 2" ET21722	2024
UNIT NO.	**BRUSH CHIPPERS**	**YEAR**
BD-367	VERMEER BRUSH CHIPPER	2019
UNIT NO.	**FORKLIFT**	**YEAR**
FL-303	CAT TH460-B TELESCOPIC FORKLIFT	2016
UNIT NO.	**TRENCHERS**	**YEAR**
DW-2	DITCH WITCH R-100	
DW-55	DITCH WITCH 5500	

UNIT NO.	PORTABLE AIR COMP.	YEAR
C-87	INGERSOL RAND 185	
C-88	LE ROI 185	
C-90	Air Compressor	
C-91	HONDA	
C-304	INGERSOL RAND 185	2007
C-302	INGERSOL RAND 185	2007
C-338	DeWalt portable Air Compressor	
C-487	Atlas Copco XAS185 185 cfm Mobile Air Compressor	2017
UNIT NO.	**PUMPS**	**YEAR**
RP-1	WHACKER PT6 PUMPS	2006
RP-2	RICE PUMP	
RP-354	5210 C HYDRO PUMP	
RP-412	PRIMAX PUMPS	2017
RP-413	PRIMAX PUMPS	2017
UNIT NO.	**WATER STANDS**	**YEAR**
WS-6	CUSTOM BUILT WATER STAND	
UNIT NO.	**WELDERS**	**YEAR**
WE-01	LINCOLN WELDER	
WE-02	MILLER BOBCAT 250 WELDER	
WE-307	MILLER BOBCAT 250 WELDER	
WE-309	MILLER BOBCAT 250EFI WELDER	
WE-329	TRAILBLAZER 302 KOHLER	
WE-330	Miller Bobcat 250EFI Welder	
WE-483	Miller Multimatic 220 Welder	
UNIT NO.	**CURB MACHINES**	**YEAR**
CM-101	GOMACO GT 3600 TRIMMER SLIP PAVE	
UNIT NO.	**SCREENING PLANTS**	**YEAR**
SCP-1	KDS-10 SCREENING PLANTS	2010
UNIT NO.	**MESSAGE BOARDS**	**YEAR**
MB-1	WANCO MESSAGE BOARD	2011
UNIT NO.	**GENERATOR**	**YEAR**
GEN-1	GENERATOR	2007
GEN-2	COLEMAN POWER MATE 6250	2006
GEN-307	WACKER GENERATOR	2016
GEN-308	MULTIQUIP GENERATOR	2017
GEN-333	MULTIQUIP GA6HR GENERATOR	2017
GEN 388	HONDA GX-340 GENERATOR	2019
GEN-389	HONDA GX-340 GENERATOR	2019
GEN-511	CAT GENERATOR- 6KW-GA6HR	

UNIT NO.	MILLING MACHINE	YEAR
MM-111	CAT PC305B WORK TOOL (ATTACHMENT W/SSL-200)	
MM-300	WIRTGEN W-150 MILLING MACHINE	2015
UNIT NO.	**STRIPPING MACHINE**	**YEAR**
SM-1	OLD ONE WE HAD	
UNIT NO.	**TRIMBLE GPS UNITS**	**YEAR**
GPS-01	CAT Trimble	
GPS-02	CAT Trimble	
GPS-03	CAT Trimble	
GPS-04	CAT Trimble	
GPS-05	CAT Trimble	
GPS-06	CAT Trimble - GCS900	
GPS-07	SITECH Trimble - SPS855	
GPS-08	CAT Trimble - 428620	
UNIT NO.	**LIGHT TOWER**	**YEAR**
LT-1	TEREX AL4060D-4MH	
LT-393	ALMAND LIGHT TOWNER	

UNIT NO.	TAMPER	YEAR
14-9-1	Tamper - Wacker BS60-4S	2014
14-9-2	Tamper - Wacker BS60-4S	2014
14-9-3	Tamper - Wacker BS60-4S	2014
14-9-4	Tamper - Wacker BS60-4S	2014
14-9-5	Tamper - Wacker BS60-4S	2014
14-9-6	Tamper - Wacker BS60-4S	2014
14-9-7	Tamper - Wacker BS60-4S	2014
14-9-8	Tamper - Wacker BS60-4S	2014
14-9-9	Tamper - Wacker BS60-4S	2014
14-9-10	Tamper - Wacker BS60-4S	2014
14-9-11	Tamper - Wacker BS60-4S	2014
14-9-12	Tamper - Wacker BS60-4S	2014
14-9-13	Tamper - BS60-4AS	2014
17-5-1	Tamper - JJ Wacker BS40-4AS	2017
17-5-2	Tamper - JJ Wacker BS40-4AS	2017
17-5-3	Tamper - JJ Wacker BS40-4AS	2017
17-5-4	Tamper - JJ Wacker BS40-4AS	2017
17-5-5	Tamper - JJ Wacker BS40-4AS	2017
17-5-6	Tamper - JJ Wacker BS40-4AS	2017
17-5-7	Tamper - JJ Wacker BS40-4AS	2017
17-5-8	Tamper - JJ Wacker BS40-4AS	2017
17-5-9	Tamper - JJ Wacker BS50-4AS	2017
20-11-1	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-2	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-3	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-4	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-5	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-6	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-7	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-8	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-9	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-10	Wacker Neuson BS60-4AS Rammer Tamper	2020
20-11-11	Wacker Neuson BS60-4AS Rammer Tamper	2020
22-12-1	MIKASA RAMMER TAMPER	2022
22-12-2	MIKASA RAMMER TAMPER	2022
22-12-3	MIKASA RAMMER TAMPER	2022
22-12-4	MIKASA RAMMER TAMPER	2022
22-12-5	MIKASA RAMMER TAMPER	2022
22-12-6	MIKASA RAMMER TAMPER	2022
22-12-7	MIKASA RAMMER TAMPER	2022
22-12-8	MIKASA RAMMER TAMPER	2022
22-12-9	MIKASA RAMMER TAMPER	2022
22-12-10	MIKASA RAMMER TAMPER	2022
23-10-1	MULTIQUIP RAMMER-MTX60HD	2023
23-10-2	MULTIQUIP RAMMER-MTX60HD	2023
23-10-3	MULTIQUIP RAMMER-MTX60HD	2023
23-10-4	MULTIQUIP RAMMER-MTX60HD	2023
23-10-5	MULTIQUIP RAMMER-MTX60HD	2023
23-10-6	MULTIQUIP RAMMER-MTX60HD	2023
23-10-7	MULTIQUIP RAMMER-MTX60HD	2023
23-10-8	MULTIQUIP RAMMER-MTX60HD	2023
23-10-9	MULTIQUIP RAMMER-MTX60HD	2023
23-10-10	MULTIQUIP RAMMER-MTX60HD	2023
23-10-11	MULTIQUIP RAMMER-MTX60HD	2023
23-10-12	MULTIQUIP RAMMER-MTX60HD	2023
23-10-13	MULTIQUIP RAMMER-MTX60HD	2023
23-10-14	MULTIQUIP RAMMER-MTX60HD	2023
23-10-15	MULTIQUIP RAMMER-MTX60HD	2023
23-10-16	MULTIQUIP RAMMER-MTX60HD	2023
23-10-17	MULTIQUIP RAMMER-MTX60HD	2023
23-10-18	MULTIQUIP RAMMER-MTX60HD	2023
23-10-19	MULTIQUIP RAMMER-MTX60HD	2023
23-10-20	MULTIQUIP RAMMER-MTX60HD	2023

Licensed Motor Vehicles/Equipment		
UNIT NO.	COMPANY PICK-UP TRUCKS	YEAR
P-498	CHEVROLET SILVERADO 2500	2024
P-506	DODGE RAM 3500	2023
P-507	DODGE RAM 2500	2024
P-508	DODGE RAM 2500	2024
P-509	DODGE RAM 2500	2024
P-510	DODGE RAM 3500	2023
P-513	FORD S-DTY F-550	2023
P-515	FORD S-DTY F-350	2023
P-516	FORD S-DTY F-350	2023
P-517	FORD SUPER DUTY F-550	2023
P-535	FORD SUPER DUTY F-350	2024
P-547	FORD SUPER DUTY F-250	2024
P-548	FORD SUPER DUTY F-250	2024
P-554	FORD S-DTY F-250	2024
P-555	FORD S-DTY F-250	2024
P-556	FORD S-DTY F-250	2024
P-557	FORD S-DTY F-250	2024
P-426	CHEVY SILVERADO 2500	2020
P-427	CHEVY SILVERADO 2500	2020
P-428	FORD F-350 SUPER DUTY CREW CAB	2020
P-429	FORD F-350 SUPER DUTY CREW CAB	2020
P-433	FORD F-350 SUPER DUTY CREW CAB	2020
P-434	FORD F-350 SUPER DUTY CREW CAB	2020
P-435	DODGE RAM 5500	2020
P-439	DODGE RAM 5500 W/ Crane Bed	2020
P-440	DODGE RAM 5500 W/ Crane Bed	2020
P-83	CHEVY SILVERADO	2008
P-84	CHEVY SILVERADO	2008
P-85	DODGE RAM 2500	2015
P-86	FORD F350	2015
P-304	CHEVROLET SILVERADO	2015
P-305	DODGE RAM 3500	2016
P-306	DODGE RAM 2500	2017
P-344	CHEVROLET SILVERADO 2500	2009
P-345	CHEVROLET SILVERADO 3500	2009
P-346	CHEVROLET SILVERADO 3500	2014
P-363	FORD F350	2019
P-386	CHEVROLET SILVERADO	2019
P-387	CHEVROLET SILVERADO	2019
P-399	FORD F-350 SUPER DUTY	2011
P-1	DODGE RAM 2500	1998
P-52	FORD 3/4 TON	1977
P-5	DODGE CUMMINS 1-TON	1994
P-383	DODGE RAM 2500 4X4	1996
P-9	4X4 FORD F250 EXTENDED CAB	1999
P-21	FORD F250 3/4-TON	1999
P-49	4-DOOR GMC SIERRA 3500	1999
P-45	GMC SIERRA 3500	2000
P-70	DODGE 2500 DIESEL UTILITY	2002
P-34	CHEVY SILVERADO	2003
P-47	FORD F250 SUPER DUTY	2003
P-81	CHEVY SILVERADO-UTILITY	2003
P-4	GMC SIERRA 1/2 TON EXTEND CAB	2004
P-75	DODGE RAM 2500	2004
P-74	CHEVY 1-TON UTILITY EXTENDED CAB	2005
P-82	DODGE RAM 2500-UTILITY	2005
P-73	CHEVY UTILITY	2006
P-78	DODGE DAKOTA	2006
P-79	CHEVY SILVERADO	2006
P-84	CHEVY SILVERADO	2008
P-344	CHEVY SILVERADO 2500	2009

UNIT NO.	ASPHALT DISTRIBUTER TRUCKS	YEAR
LB-39	LEEBOY TACK TANK DISTRIB	
T-4	PETERBUILT ASPHALT DISTRIB	2001

UNIT NO.	TRANSPORT TRUCKS	YEAR
T-41	PETERBUILT TRUCK	1989
T-42	FORD L-N9000 61	1993
T-88	NEW INTL TRUCK	2002
T-309	KENWORTH W900	2013

UNIT NO.	FUEL TANKS	YEAR
FT1-P83	Fuel Tank	2015
FT2-P73	Fuel Tank	2015
FT3-P79	Fuel Tank	2015
FT4-P71	Fuel Tank	2015
FT5-P81	Fuel Tank	2014

UNIT NO.	FUEL AND LUBE TRUCKS	YEAR
T-46	FORD- FUEL BEDS BY MORROW	1992
T-47	FORD- FUEL BEDS BY MORROW	1992
T-50	INTERNATIONAL TRUCK 4000 SER	2003
ST-6	PETERBUILT SERVICE TRUCK	2004

UNIT NO.	BOOM TRUCKS	YEAR
MC-T1	GMC 6-TON BOOM TRUCK	1988

UNIT NO.	BOOM TRUCKS	YEAR
CR-361	Grove 40 Ton 4x4 Rough Terrain Crane	2013

UNIT NO.	WATER TRUCKS	YEAR
WT-32	FREIGHT LINER FL70	2002
WT-33	FREIGHT LINER	2002
WT-499	MACK MD642R WATER TRUCK-2K GALLON	2023
WT-500	MACK MD WATER TRUCK	2024
WT-501	MACK MD WATER TRUCK	2024
WT-502	MACK MD WATER TRUCK	2024
WT-503	MACK MD WATER TRUCK	2023
WT-504	MACK MD WATER TRUCK	2023

UNIT NO.	EQUIPMENT TRAILERS	YEAR
DT-53	MC-TANDEM DUMP TRAILER	1995
HT-2	UTILITY TRAILER	2005
HT-3	UTILITY TRAILER LDTR	2007
HT-10	55-TON LOAD KING DETACH 533	2006
HT-33	WATER TANK TRAILER	1987
HT-48	PINTLE HITCH	1989
HT-49	GOOSNECK TR. PENN	1998
HT-50	GOOSE NECK	1986
HT-51	UTILITY TRAILER	2004
HT-52	CAR TRAILER	1997
HT-53	UTILITY TRAILER	2005
HT-60	GOOSE NECK	2004
HT-61	MIDLAND END DUMP	2001
HT-62	REEFER TRAILER	1995
HT-64	FONTAINE LOWBOY	1985
HT-99	VAN TRAILER	1979
TR-6	ENCLOSED TRAILER(CUPIT)	1996
TR-16	ENCLOSED TRAILER	2000
TR-	Gas Reel Trailer / EZ Load Utility Trl	1998
HT-310	REISER GOOSENECK	2015
HT-311	TOWMASTER	2014
HT-313	LOAD TRAIL CS8320 UTILITY TRAILER	2017
HT-314	LOAD TRAIL CS8320 UTILITY TRAILER	2017
HT-316	LOAD TRAIL GA 8324 UTILITY TRAILER	2017
DT-355	PUMA BELLY DUMP TRAILER	2016
HT-379	TRANSCRAFT HEAVY TRAILER	2019
HT-417	TOWMASTER T-14DT	2021
HT-421	LOAD TRAIL TANDEM AXEL GOOSENECK DUMP	2021
HT-422	LOAD TRAIL TANDEM GOOSENECK CARHAULER W/SIDE RAILS	2021
HT-423	LOAD TRAIL TANDEM CARHAULER W/SIDE RAILS	2021
HT-424	LOAD TRAIL TANDEM CARHAULER W/SIDE RAILS	2021
HT-425	LOAD TRAIL TANDEM CARHAULER W/SIDE RAILS	2021
UNIT NO.	Vacuum Trailers	YEAR
VAC-TR01	Galyean Vac 130	2014
VAC-TR384	Ditch Witch FX50 Hydro Vac Trailer	2015
VAC-527	VACMASTERS 500 DT4/W 500 GAL TANK	2023
VAC-528	VACMASTERS 500 DT4/W 500 GAL TANK	2023
VAC-529	VACMASTERS 500 DT4/W 500 GAL TANK	2023

2. Technical Approach and Understanding of Scope

TECHNICAL APPROACH AND UNDERSTANDING OF SCOPE

We understand the scope of work varies per Addendum #2/Appendix F. We further understand the jobs will be on a job-by-job basis, and will include various roadway tasks. We have provided a few different approaches, but not limited to. We are happy to provide a specific approach to scope of work provided at time of job specific price proposal.

City of Las Cruces Madrid Ave. Extension Project, completed October 2025

Technical Approach - Earthwork Services

1. Introduction

Morrow Enterprises Inc. has experience in mass grading, excavation, and site preparation for various types of developments. We are committed to delivering an earthwork project that meets all project specifications and governing standards.

Site Preparation

- Mobilization of equipment, personnel, and support facilities.
- Implementation of site access, haul routes, and staging areas.
- Clearing and grubbing.

Erosion and Sediment Control

- Installation and maintenance of erosion-control measures such as silt fence, or earth berms.
- Dust-control operations throughout the project.

Grading

- Cut and fill operations to design grades.
- Import or export of soil as required to meet design elevations.
- Excavation and backfill for underground storm drain.

Soil Management

- Adding proper moisture and compaction to meet project requirements.
- Subgrade preparation and proof-rolling.

Survey and Quality Control

- Pre-construction survey, layout, and elevation verification
- Ongoing grade checks using GPS-equipped machinery and State approved survey personnel
- Compaction testing and documentation per project specifications utilizing an approved material testing lab.

3. Sequencing

Earthwork activities will be executed in a sequence beginning with site clearing, followed by mass grading, fine grading, and final stabilization. A schedule will be provided upon start of project.

4. Equipment and Personnel

Our earthwork operations utilize a modern fleet of GPS-guided excavators, scrapers, dozers, graders, and compactors to maximize accuracy and productivity. Field personnel will be supervised by a site superintendent who will work in conjunction with operators, laborers, and an approved material testing lab.

Technical Approach -Formed Concrete

Scope of Work:
Morrow Enterprises, Inc. proposes to furnish all labor, materials, equipment, and supervision necessary to complete the installation of formed concrete with reinforcement in accordance with the project drawings, specifications.

1. **Formwork Installation:**
    - Supply and install temporary forms and supports to contain concrete as specified.
    - Ensure forms are braced and aligned to maintain design dimensions and tolerances.
    - Inspect formwork for cleanliness and alignment before concrete placement.
2. **Reinforcement Placement:**
    - Furnish and install steel reinforcement per drawings and specifications.
    - Position and secure reinforcement to maintain proper cover and spacing throughout the pour.
3. **Concrete Placement and Finishing:**
    - Pour concrete in accordance with project requirements.
    - Consolidate concrete using vibratory equipment to eliminate voids and ensure full encapsulation of reinforcement.
    - Finish exposed concrete surfaces as specified.
4. **Curing and Protection:**
    - Implement curing methods to maintain moisture and temperature requirements for hydration and strength.
    - Protect freshly poured concrete from environmental impacts such as freezing.
5. **Quality Assurance and Safety:**
    - Utilizing a material testing lab, we will conduct tests to verify compliance with project specifications.
    - Maintain a safe work environment in accordance with OSHA regulations.

Technical Approach -Curb and Gutter Removal & Installation

Project Overview

This proposal outlines our plan approach for the removal and installation of new curb and gutter improvements as specified in the project documents. Morrow is committed to delivering high-quality workmanship, maintaining project schedules, minimizing public disruption, and ensuring full compliance with applicable standards.

Scope of Work

The work includes, but is not limited to:

- Demolition of existing curb and gutter.
- Removal and off-site disposal of demolished materials in accordance with local regulations.
- Excavation and subgrade preparation to match proposed elevations and drainage requirements.
- Installation of new curb and gutter per project specifications.
- Curing and protection of new concrete.
- Backfilling, and restoration of adjacent surfaces and site conditions.
- Traffic control and pedestrian safety measures during all phases of work.

Work Plan & Methodology

1. **Site Preparation & Safety Measures**
   We will begin with a site walk to verify limits of removal and confirm any utility impacts. Traffic control devices, signage, and barriers will be installed following approved traffic-control plans to ensure the safety of workers, pedestrians, and motorists.
2. **Removal of Existing Curb and Gutter**
   The existing curb and gutter will be removed at the boundaries to provide clean separation from adjacent pavement. Concrete will be loaded for disposal. All debris will be hauled to an approved waste facility.
3. **Subgrade Preparation**
   After removal, the exposed subgrade will be excavated or filled as necessary, then compacted to the specified density working alongside an approved material testing lab. We will verify elevations and cross-slope to maintain proper drainage.
4. **Concrete Installation**
   Forms or string line will be set to the lines and grades shown on the plans. Concrete will be placed, vibrated, and finished to meet project specifications, ensuring proper consolidation, alignment, and surface finish. Expansion joints, contraction joints, and reinforcement will be installed where required.
5. **Concrete Curing and Protection of Work**
   The newly placed concrete will be cured using approved methods to achieve required strength. Traffic control barriers will remain in place to prevent disturbance until the concrete has reached the necessary compressive strength for reopening to traffic.

6. **Site Restoration**
   Following concrete cure, we will remove forms and string line, backfill disturbed areas, and restore adjacent pavement, sidewalk, or landscaping as required. The site will be cleaned and all waste materials removed.

Quality Assurance
Our crews will perform the work in accordance with project specifications, applicable standards, and local requirements. Concrete strength, alignment, and finish will be continuously monitored to ensure compliance.

Morrow Enterprises, Inc.

Technical Approach -Asphalt Paving Services

Introduction

Morrow Enterprises Inc, has expansive experience in roadway pavement construction. Our team is dedicated to delivering a high-quality asphalt surface that meets all project specifications.

Project Understanding

We understand that the scope of work includes preparation of the designated areas, installation of aggregate base, and placement of a new asphalt hot mix pavement designed for heavy traffic demands. We understand the importance of proper grading, drainage, and compaction in ensuring the longevity of the pavement structure, and will execute each stage of the work with careful attention to detail.

Proposed Approach

1. Site Preparation

Morrow Enterprises Inc, will mobilize to the site and begin by clearing all vegetation, debris, and unsuitable materials as required. Existing pavements designated for removal will be milled and hauled off-site. The area will be graded to achieve design contours and proper drainage.

2. Subgrade and Base Course Preparation

We will compact the subgrade to the required density. An approved aggregate base will then be placed, shaped, and compacted to design thickness and slopes.

3. Prime Coat Application

A uniform prime coat will be applied following the application rate required by the project specifications.

4. Asphalt Placement

Hot-mix asphalt will be delivered and installed within controlled temperature ranges to ensure proper workability. Using modern paving equipment, we will place the asphalt in a continuous, consistent operation to ensure smooth transitions and uniform compaction.

5. Compaction and Finishing

Compaction will be performed using a roller sequence to include breakdown, intermediate, and finish rolling patterns to achieve the required density. Our paving crew will continuously monitor the surface for consistency, and compliance with specifications.

6. **Quality Control**

Quality control is crucial to paving success. We will perform ongoing inspections, including temperature checks, density testing, thickness verification utilizing an approved material testing lab.

7. **Traffic Control and Safety**

Morrow Enterprises Inc. will implement necessary traffic-control measures to maintain safe conditions for workers and the public. Our team follows current traffic control guidelines and project-specific safety requirements, including daily job-site safety tailgate meetings.

Technical Approach -Rip Rap Rock

Project Understanding

The purpose of the riprap installation is to stabilize the designated areas to prevent erosion. Work includes subgrade preparation, placement of geotextile or filter fabric layer, installation of riprap rock and wire.

Work Approach

1. Mobilization and Site Preparation

To begin the project we will mobilize personnel, equipment, and materials to the site. Work limits will be clearly marked, and the area will be cleared of vegetation, debris, and unsuitable materials. Any required erosion and sediment controls (silt fence, inlet protection, etc.) will be installed.

2. Subgrade Preparation

The existing ground will be excavated to the specified design elevations. The subgrade will be prepped compacted to ensure a stable foundation.

3. Installation of Filter Fabric and Wire

A non-woven filter fabric will be placed directly on the prepared subgrade. Fabric edges will be overlapped and secured per manufacturer guidelines. Then wire if applicable will be installed before the rock.

4. Riprap Placement

We will supply and install riprap rock meeting the specified class. Using an excavator or wheel loader, our crew will place rock in a uniform pattern. Rock will be placed to avoid tearing the geotextile. The final thickness will meet or exceed design requirements.

5. Final Grading and Cleanup

Once the riprap has been installed to the required elevations, the slope will be dressed to achieve a neat appearance. Disturbed areas will be backfilled, graded, and restored. All temporary controls will be maintained until final stabilization is achieved.

Technical Approach -Storm Drain Pipe

– Storm Drain Pipe Installation

Scope of Work

This proposal covers the labor, equipment, and materials required for the installation of storm drain piping and associated appurtenances as shown on the project plans and in the specifications. Work will be completed in accordance with all applicable project requirements, and engineerd drawings.

Work Description

1. Mobilization & Site Preparation

- Mobilize crew, equipment, and materials to the project site.
- Implement traffic control and trench safety.
- Clear and Grubb the work area to provide efficient access to the proposed storm drain alignment.

2. Excavation & Trench Preparation

- Excavate trenches to the required line, grade, and width.
- Maintain trench safety and stability in compliance with OSHA standards.
- Remove unsuitable materials and prepare a stable base for pipe installation.
- Install bedding material as specified.

3. Pipe Installation

- Install storm drain pipe and material type in accordance with project plans.
- Ensure all pipes are laid to proper slope, alignment, and elevation.
- Join pipe sections using manufacturer-approved methods to achieve watertight or soil-tight joints as required.
- Install all associated structures, including catch basins, manholes, inlets, and end sections, if included in the scope.

4. Backfilling & Compaction

- Place initial backfill to required depth and compact to project specifications.
- Continue placing and compacting in lifts to meet density requirements.
- Dispose of excess spoils as required.

5. Restoration & Final Grading

- Restore disturbed areas to preconstruction condition or as required by project requirements.
- Perform final grading to ensure proper drainage.

6. Testing & Quality Control

- Conduct inspections and testing as required by project documents utilizing an approved material testing lab.

7. Demobilization

- Remove equipment, materials, and temporary safety measures.
- Leave the site clean and free of construction debris.

Technical Approach: Chain-Link Fence Installation

1. Project Understanding

Morrow Enterprises Inc., understands that the purpose of this project is to furnish and install a chain-link fence for perimeter security and define property boundaries. The work will be completed in accordance with the project specifications.

2. Scope of Work

The proposed work services necessary for chain-link fence installation. Scope includes:

- **Site Assessment & Preparation**
  - layout fence line as directed.
  - Perform site clearing, minor grading, and removal of obstructions along the fence alignment.
  - Stake all post locations and confirm alignment with the client prior to installation.
- **Materials & Components**
  - Install galvanized chain-link fabric with mesh.
  - Set terminal, line, and corner posts sized per engineered drawings.
  - Utilize material meeting project requirements.
  - Concrete footings placed at each terminal, corner, and gate post, with line posts set in compacted soil or concrete per project requirements.
  - Include gates as specified, equipped with latches, hinges and locking hardware.
- **Installation**
  - Excavate post holes to required diameter and depth to meet project requirements.
  - Set posts level pour concrete, and allow for curing time.
  - Install top rail, tension wire (if required), and stretch chain-link fabric.
  - Attach fencing to posts and rails using approved material.
  - Install gates, adjust and ensure all hardware functions properly.

3. Emergency Response Capability and Mobilization

EMERGENCY RESPONSE CAPABILITY AND MOBILIZATION

Emergency response will depend on Morrow Enterprises, Inc. equipment and labor availability at the time of the emergency. Our response time is 3-10 working days. Also, we are open to discuss and negotiate the response time once more details are provided.

4. Compliance, Documentation, and Reimbursement Support

COMPLIANCE, DOCUMENTATION AND REIMBURSEMENT SUPPORT

COMPLIANCE:

Morrow Enterprises, Inc. will comply with all local, state and federal regulations that apply to the work being completed. We will comply with NMDOT and Village of Ruidoso design standards when a detailed scope of work is provided.

DOCUMENTATION:

Morrow Enterprises, Inc. will document the work being completed utilizing pictures and notes and any other method agreed upon between all parties.

REIMBURSEMENT SUPPORT:

Reimbursement from owner to contractor will be established on pricing proposal provided by contractor, once scope details are established and prior to work commencing.

*All items above are to be determined and agreed upon between all parties prior to any work commencing.

5. 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.

Duncan Monroe 6-22-26
Signature Date

President
Title (Position)

6. Debarment Certification (Appendix G)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

Warren Morrow, President

Typed Name & Title of Authorized Representative

6-22-26

Date

Signature of Authorized Representative

7. Non-Collusion Affidavit (Appendix H)

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

Warren Morrow, being first duly sworn, deposes and says:

That he/she is President of Morrow Enterprises, 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: Warren Morrow

SUBSCRIBED and sworn to before me this 22nd day of June 2026

Notary Public: Diane Steinweg

My commission expires: 09/20/2027

State of New Mexico
Notary Public
Diane Christine Steinweg
Commission # 2000729
Commission Expires: 09/20/2027

8. New Mexico Preferences (If Applicable)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **MORROW ENTERPRISES, INC.**

DBA: **MORROW ENTERPRISES**
PO BOX 1747
LAS CRUCES, NM 88004-1747

Expires: **11-Jan-2027**

Certificate Number:

L1377609328

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

MORROW ENTERPRISES, INC.

LICENSE NUMBER

51154

EXPIRES

04/30/2029

Qualifying Party(S)

MORROW LEONARD

MORROW WARREN

CLASSIFICATION(S)

GA98, GB98, GF98, MM01, MM02

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Morrow Enterprises, Inc.

6525 W. PICACHO AVE.

LAS CRUCES, NM, 88007

has registered with the Department of Workforce Solutions

Registration Date: 3/23/2026 **Registration Number: 03031420140421**

This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

MORROW INC.

Morrow Enterprises Inc.

VILLAGE OF RUIDOSO
RFP 2026-013P
ON CALL ROADWAY AND DRAINAGE WORK

July 1, 2026

Village of Ruidoso
311 Cree Meadows
Ruidoso, NM 88345

Re: Cost Proposal Response

Dear Village of Ruidoso,

Enclosed are hourly rates for labor and equipment and material price per unit. Please see comments and details below each category.

Also, provided are a few rate sheets from Equipment Watch Blue Book, but not limited to what's been provided. Providing as an example of how rates are calculated and proposed. We selected a few pieces of equipment for the hourly pricing; however, Morrow has a large inventory of equipment to include all necessary heavy equipment to perform various scopes of work.

We sincerely appreciate the opportunity and consideration. We will gladly provide more information at your request.

Sincerely,

Warren Morrow

Warren Morrow, President

Item #	Description	Units	Bid Quantity	Unit Price
LABOR RATE PER HOUR- STANDARD RATE, M-F, NOT TO EXCEED 8 HOURS PER DAY				
1	SUPERVISOR - STANDARD RATE - M-F - 8 HOURS PER DAY	HR	1	111.04
2	FOREMAN - STANDARD RATE - M-F - 8 HOURS PER DAY	HR	1	107.87
3	OPERATOR - STANDARD RATE - M-F - 8 HOURS PER DAY	HR	1	98.69
4	TRUCK DRIVER - STANDARD RATE - M-F - 8 HOURS PER DAY	HR	1	89.4
5	LABORER - STANDARD RATE - M-F - 8 HOURS PER DAY	HR	1	83.53
LABOR RATE PER HOUR- OVERTIME RATE, M-F , TIME THAT EXCEEDS 8-HOURS PER DAY				
1	SUPERVISOR - OVERTIME RATE - OVER 40 HOURS	HR	1	146.73
2	FOREMAN - OVERTIME RATE - OVER 40 HOURS	HR	1	141.98
3	OPERATOR - OVERTIME RATE - OVER 40 HOURS	HR	1	128.22
4	TRUCK DRIVER - OVERTIME RATE - OVER 40 HOURS	HR	1	114.25
5	LABORER - OVERTIME RATE - OVER 40 HOURS	HR	1	105.45
EQUIPMENT HOURLY RATES				
1	CAT D6T DOZER	HR	1	188.23
2	CAT 950 WHEEL LOADER	HR	1	120.34
3	CAT 330 EXCAVATOR	HR	1	168.04
4	MACK WATER TRUCK - 2000 GALLON	HR	1	61.18
5	CAT 1055 ASPHALT PAVER	HR	1	254.25
6	CAT 434 DOUBLE DRUM ASPHALT ROLLER	HR	1	72.79
7	CAT CW34 PNEUMATIC ROLLER	HR	1	164.67
8	CAT 150 MOTOR GRADER	HR	1	159.8
9	FORD F-350 - CREW TRUCK	HR	1	44.08
10	CAT 420 XE BACKHOE	HR	1	102.24
11	KENWORTH TRANSPORT TRUCK	HR	1	89.87
12	LOWBOY TRANSPORT TRAILER	HR	1	33.66
MATERIAL RATES PER UNIT				
1	ASPHALT MATERIAL	TON	1	158.51
2	BASE COURSE MATERIAL	TON	1	45.98
3	CLASS A CONCRETE	CY	1	326.7
4	CLASS AA CONCRETE	CY	1	341.22

ALL LABOR RATES INCLUDE STATE OF NEW MEXICO PREVAILING WAGE RATES- 2026 TYPE A PAY SCALE

ALL LABOR RATES INCLUDE DAILY PER DIEM, SUBJECT TO CHANGE WHEN PREVAILING WAGE CHANGES

EQUIPMENT RATES ARE CALCULATED BY EQUIPMENT WATCH BLUE BOOK RATES- EXAPMPLES EXCLUDE MARKUP

A 5% DISCOUNT WILL BE APPLIED TO ALL EQUIPMENT RATES

BASED ON CURRENT MATERIAL SUPPLIER PRICING- SUBJECT TO CHANGE AT THEIR DISCRETION

EquipmentWatch

www.equipmentwatch.com

Attachment to RFP-2026-013P
Cost Proposal
Morrow Enterprise, Inc.

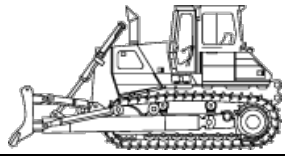
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 21, 2026

Caterpillar D6T (disc. 2019)
Standard Crawler Dozers

Size Class:
160 - 189 hp
Weight:
40550 lbs



Configuration for D6T (disc. 2019)

Dozer Type	**Semi-U**	Horsepower	**185.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,120.00	USD $4,235.00	USD $1,060.00	USD $160.00	USD $81.00	USD $166.91
Adjustments						
Region (Las Cruces, New Mexico: 94.6%)	(USD $816.48)	(USD $228.69)	(USD $57.24)	(USD $8.64)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,303.52**	**USD $4,006.31**	**USD $1,002.76**	**USD $151.36**	**USD $81.00**	**USD $162.27**

Non-Active Use Rates

	Hourly
Standby Rate	USD $41.45
Idling Rate	USD $114.47

Active Rate to Submit

USD $162.27

*Blue Book Rates manually adjusted using Monthly Ownership Time Standard

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	29.29%	USD $4,428.10/mo
Overhaul (ownership)	48.99%	USD $7,407.62/mo
CFC (ownership)	10.51%	USD $1,589.74/mo
Indirect (ownership)	11.21%	USD $1,694.55/mo
Fuel (operating) @ USD 5.07	40.99%	USD $33.20/hr

Revised Date: 2nd quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (warren@morrownm.com)

www.equipmentwatch.com

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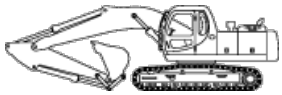
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 1, 2026

Caterpillar 330
Crawler Mounted Hydraulic Excavators



Size Class:
28.5 - 33.4 mt
Weight:
N/A

Configuration for 330

Bucket Capacity	**2.3 cu yd**	Horsepower	**272.0 hp**
Operating Weight	**68100.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $16,675.00	USD $4,670.00	USD $1,170.00	USD $175.00	USD $57.14	USD $151.88
Adjustments						
Region (Las Cruces, New Mexico: 92.6%)	(USD $1,233.95)	(USD $345.58)	(USD $86.58)	(USD $12.95)		
Model Year (2024: 99.98%)	(USD $3.08)	(USD $0.86)	(USD $0.22)	(USD $0.03)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $15,437.97**	**USD $4,323.56**	**USD $1,083.20**	**USD $162.02**	**USD $57.14**	**USD $144.86**

Non-Active Use Rates

	Hourly
Standby Rate	USD $47.51
Idling Rate	USD $114.65

Active Rate to Submit

USD $144.86

*Blue Book Rates manually adjusted using Monthly Ownership Time Standard

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30.28%	USD $5,048.95/mo
Overhaul (ownership)	45.84%	USD $7,643.28/mo
CFC (ownership)	13.12%	USD $2,187.58/mo
Indirect (ownership)	10.77%	USD $1,795.19/mo
Fuel (operating) @ USD 5.21	47.13%	USD $26.93/hr

Revised Date: 3rd quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (warren@morrownm.com)

www.equipmentwatch.com

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All prices shown in US dollars ($)

Rental Rate Blue Book®

July 1, 2026

Caterpillar 950
4-Wd Articulated Wheel Loaders

Size Class:
225 - 249 hp
Weight:
N/A

Configuration for 950

Bucket Capacity	**4.1 cu yd**	Horsepower	**249 hp**
Operator Protection	**ROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $10,220.00	USD $2,860.00	USD $715.00	USD $110.00	USD $49.12	USD $107.19
Adjustments						
Region (Las Cruces, New Mexico: 94.1%)	(USD $602.98)	(USD $168.74)	(USD $42.19)	(USD $6.49)		
Model Year (2024: 99.97%)	(USD $3.31)	(USD $0.93)	(USD $0.23)	(USD $0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,613.71**	**USD $2,690.33**	**USD $672.58**	**USD $103.47**	**USD $49.12**	**USD $103.74**

Non-Active Use Rates

	Hourly
Standby Rate	USD $36.44
Idling Rate	USD $77.54

Active Rate to Submit

USD $103.74

*Blue Book Rates manually adjusted using Monthly Ownership Time Standard

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41.07%	USD $4,197.53/mo
Overhaul (ownership)	33.3%	USD $3,402.95/mo
CFC (ownership)	15.49%	USD $1,583.28/mo
Indirect (ownership)	10.14%	USD $1,036.24/mo
Fuel (operating) @ USD 5.21	46.66%	USD $22.92/hr

Revised Date: 3rd quarter 2026

These are the most accurate rates for the selected Revision Date(s). ® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (warren@morrownm.com)

www.equipmentwatch.com

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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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Sedona Contracting, 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	Consultant
Department: Finance	ATTN: Manny Guardiola
ATTN: Procurement Manager	Title: Project Manager
Street: 313 Cree Meadows Drive	Street: 1505 W. Amador Ave.
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Las Cruces, NM 88005
Phone: 575-258-4343 Ext. 1082	Phone: 575-541-6000
Email: purchasing@ruidoso-nm.gov	Email: manny@sedonacontractinginc.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

Casey widener, General 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. 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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:

Sedona Contracting, Inc.:

Casey widener, General Manager

Date:

ATTEST:
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

Sedona Contracting, Inc.

RFP 2026-013P

ON CALL ROADWAY AND DRAINAGE WORK

SUBMITTED TO:
Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

DUE DATE:
June 22, 2026
at 3:00 PM Local Time

Sedona Contracting, Inc.

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A

SIGNED LETTER OF TRANSMITTAL (APPENDIX D)

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-013P On-Call Roadway and Drainage Work

Offeror Name: Sedona Enterprises, Inc. DBA Sedona Contracting, Inc. **FEIN#** 27-0443876

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:
   Sedona Enterprises, Inc. DBA Sedona Contracting, Inc.
   1505 W. Amador Ave.
   Las Cruces, NM 88005

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

   Name Manny Guardiola and Casey Widener
   Title Manny Guardiola, Project Manager and Casey Widener, General Manager
   E-Mail Address manny@sedonacontractinginc.com and casey@sedonacontractinginc.com
   Telephone Number 575-541-6000 or 575-937-3015

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

   Name Manny Guardiola
   Title Project Manager
   E-Mail Address manny@sedonacontractinginc.com
   Telephone Number 575-541-6000 or 575-937-3015

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

   Name Manny Guardiola
   Title Project Manager
   E-Mail Address manny@sedonacontractinginc.com
   Telephone Number 575-541-6000 or 575-937-3015

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:

_____

_____

(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. 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.

_____ 06/09/2026

Authorized Signature Date

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

Sedona Contracting, Inc.

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B

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Sedona Contracting, Inc.

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5	Signed Campaign Contribution Form (Appendix B)
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7	Non-Collusion Affidavit (Appendix H)
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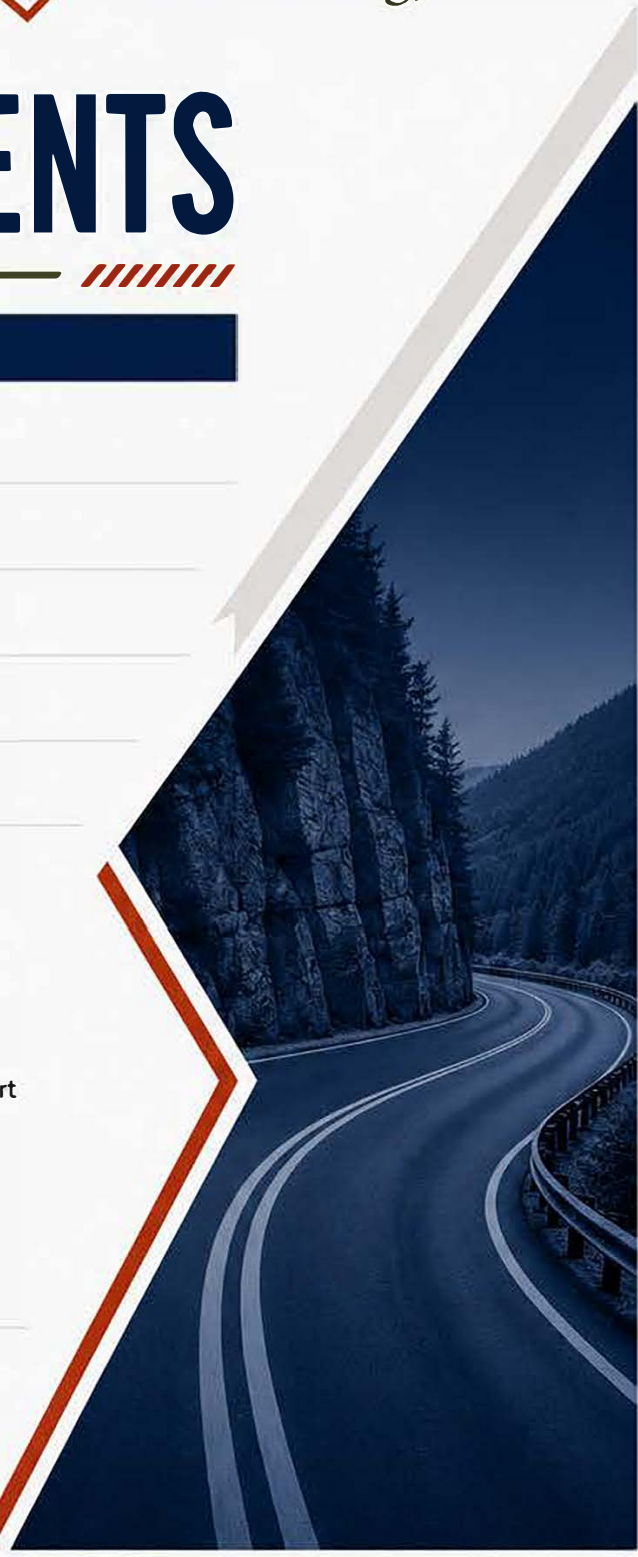

Sedona Contracting, Inc.

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C

PROPOSAL SUMMARY

Sedona Contracting, Inc.

PROPOSAL SUMMARY

Reliable. Responsive. Ready When It Matters Most.

Sedona Contracting, Inc. is pleased to submit our proposal for on-call roadway and drainage construction services under Contract No. RFP 2026-013P. Our experienced team, available resources, and proven mobilization capabilities position us to deliver dependable solutions for both planned and emergency infrastructure needs.

Proven Experience and Qualifications: Sedona brings extensive experience performing roadway, drainage, excavation, utility, and infrastructure construction projects throughout New Mexico and the surrounding region. Our successful performance on similar municipal projects demonstrates our ability to deliver work of varying size and complexity with a focus on safety, quality, and client satisfaction.

Focused Approach to Project Execution: We employ a well-organized, results-driven approach that emphasizes thorough planning, efficient resource management, proactive scheduling, and clear communication. This ensures projects are completed safely, on schedule, and within budget while maintaining quality and cost control on every task order.

Emergency Response and Mobilization: Sedona is prepared to respond rapidly when it matters most. We maintain established procedures, a well-maintained fleet, and experienced personnel ready to mobilize quickly for urgent roadway and drainage needs. Our team works efficiently in time-sensitive situations to restore safe, passable infrastructure and minimize disruption to the community.

Compliance, Documentation, and Reimbursement Support: We are committed to thorough documentation, daily reporting, and accurate cost tracking to support transparency, accountability, and reimbursement requirements. Our processes ensure complete records, clear communication, and audit readiness from start to closeout.

Sedona Contracting combines experience, resources, responsiveness, and administrative support to deliver safe, high-quality roadway and drainage solutions that protect public infrastructure and serve the needs of the Village of Ruidoso.

OUR COMMITMENT TO THE VILLAGE OF RUIDOSO

Sedona Contracting is committed to providing safe, high-quality, and cost-effective roadway and drainage solutions with the responsiveness and professionalism the Village can rely on.

We build more than infrastructure—we build partnerships founded on trust, communication, and results.

SEDONA CONTRACTING IS PREPARED, EQUIPPED, AND READY TO SERVE AS A RELIABLE ON-CALL PARTNER FOR THE VILLAGE OF RUIDOSO.

Sedona Contracting, Inc.

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D

RESPONSE TO CONTRACT TERMS AND CONDITIONS

Response to Contract Terms and Conditions

Sedona Contracting, Inc. has carefully reviewed Request for Proposals (RFP) No. 2026-013P, On-Call Roadway and Drainage Work, including all instructions, conditions governing the procurement, general requirements, and the sample Professional Services Agreement contained in Appendix C.

Sedona Contracting, Inc. understands and accepts the contractual requirements, terms, and conditions set forth in the RFP. We acknowledge that the Village of Ruidoso intends for the awarded contract to follow the format and provisions contained within the sample agreement and related procurement documents.

Sedona Contracting, Inc. agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and permit requirements associated with the performance of roadway and drainage work. We further acknowledge and accept the provisions related to procurement procedures, proposal requirements, contract administration, insurance requirements, confidentiality, termination, appropriations, governing law, and other conditions outlined within the solicitation.

Sedona Contracting, Inc. understands that the Village reserves the right to negotiate additional provisions as permitted under the RFP and agrees to participate in good-faith negotiations should clarification or modification of contract language be necessary prior to award.

At this time, Sedona Contracting, Inc. takes no exception to the terms and conditions contained within the RFP and Appendix C Professional Services Agreement. Our submission of this proposal constitutes our acceptance of the contractual framework established by the Village of Ruidoso for this procurement.

Sedona Contracting, Inc. looks forward to partnering with the Village of Ruidoso to provide responsive, high-quality roadway and drainage services that support public safety, infrastructure reliability, and emergency response needs throughout the contract term.

Authorized Signature

Casey Widener, General Manager

Printed Name and Title

06/10/2026

Date

Sedona Contracting, Inc.

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E

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

Additional Terms and Conditions

Sedona Contracting, Inc. has reviewed the requirements of RFP No. 2026-013P, On-Call Roadway and Drainage Work.

At this time, Sedona Contracting, Inc. proposes no additional terms, conditions, exceptions, qualifications, or modifications to those contained within the solicitation documents and associated contract provisions.

Sedona Contracting, Inc. accepts the terms and conditions as presented and has no supplemental conditions to add for consideration by the Village of Ruidoso.

Authorized Signature

Casey Widener, General Manager

Printed Name and Title

06/10/2026

Date

Sedona Contracting, Inc.

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F

RESPONSE TO SPECIFICATIONS

Sedona Contracting, Inc.

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F

RESPONSE TO SPECIFICATIONS

1 EXPERIENCE AND PAST PERFORMANCE

1. Experience and Past Performance

A. Introduction

Sedona Contracting, Inc. has successfully completed more than $11 million in roadway, drainage, flood recovery, and infrastructure improvement projects for federal, state, and local agencies throughout New Mexico. Our experience includes roadway reconstruction, drainage infrastructure, culvert installation, erosion control, flood rehabilitation, asphalt paving, pavement markings, and emergency response construction services. This experience includes projects performed for the Federal Highway Administration (FHWA), U.S. Army Corps of Engineers, White Sands Missile Range, Holloman Air Force Base, Natural Resources Conservation Service (NRCS), and municipalities throughout New Mexico. The projects presented below demonstrate Sedona's ability to rapidly mobilize, safely execute, and successfully complete the same types of roadway and drainage work contemplated under RFP No. 2026-013P.

Sedona Contracting, Inc.

RELEVANT PROJECT EXPERIENCE SUMMARY

Sedona Contracting, Inc. has successfully completed more than $11 million in roadway, drainage, and infrastructure improvement projects for federal, state, and local agencies throughout New Mexico.

#	PROJECT	CLIENT / OWNER	CONTRACT VALUE	KEY RELEVANT SCOPE
1	**Salado Creek Channel Flood Restoration** *Ruidoso, New Mexico*	Natural Resources Conservation Service *(Village of Ruidoso Area)*	**$1.45M**	Flood recovery, channel restoration, approximately 9,000 CY excavation, 10,000 CY rip rap placement, erosion control, and drainage improvements.
2	**FHWA Santa Fe ERFO NF 263(1)** *Northern New Mexico*	Federal Highway Administration *(FHWA)*	**$3.10M**	Roadway reconstruction, placement of 1,800 tons aggregate, 850 tons asphalt pavement, 66" triple-barrel culvert with headwalls, gabion baskets, rip rap stabilization, pavement markings, and construction surveying.
3	**NM ERFO Bandelier National Monument** *Bandelier, New Mexico*	Federal Highway Administration *(FHWA)*	**$1.49M**	Installation of poured-in-place concrete box culvert/bridge structure, placement of approximately 800 tons roadway aggregate and 700 tons asphalt concrete pavement.
4	**FHWA NM ERFO 263** *Northern New Mexico*	Federal Highway Administration *(FHWA)*	**$2.10M**	Constructed major reinforced concrete drainage structures including 20' x 20' concrete box culvert and poured-in-place concrete bridge.
5	**Holloman AFB Test Track Re-Paving** *Holloman Air Force Base, NM*	U.S. Air Force	**$1.20M**	Placement of approximately 6,380 tons asphalt concrete pavement; quality control, schedule management, and coordination with facility operations.
6	**White Sands Missile Range Road 252 Reconstruction and Chip Seal Project** *White Sands, New Mexico*	U.S. Army	**$1.80M**	Approximately 105,600 SY of eight-inch full-depth reclamation, double-penetration chip seal application, pavement markings, roadway signage, and traffic control.
7	**White Sands Missile Range Roadway Marking Improvements** *White Sands, New Mexico*	U.S. Army	**$2.50M**	Approximately 270,000 LF of Type B pavement markings and associated roadway improvements on multiple routes.

SEDONA CONTRACTING – PROVEN EXPERIENCE. RELIABLE RESULTS.

- **7** SIMILAR INFRASTRUCTURE PROJECTS
- OVER **$11.5 MILLION** IN COMPARABLE WORK
- FEDERAL, MILITARY, STATE & LOCAL AGENCY EXPERIENCE
- ROADWAY CONSTRUCTION & REHABILITATION
- DRAINAGE IMPROVEMENTS & CULVERT INSTALLATION
- FLOOD RECOVERY & EROSION CONTROL
- TRAFFIC CONTROL, ASPHALT PAVING & PAVEMENT MARKINGS

Local Experience. Proven Performance. Commitment to the Village of Ruidoso.

B. Salado Creek Channel Flood Restoration – Village of Ruidoso, New Mexico

Contract Amount: $1.45 Million

Sedona successfully completed the Salado Creek Channel Flood Restoration Project for the Natural Resources Conservation Service in Ruidoso, New Mexico. Work included approximately 9,000 cubic yards of unclassified excavation and 10,000 cubic yards of rip rap placement for channel stabilization and flood mitigation. This project is particularly relevant because it demonstrates Sedona's experience working within the Village of Ruidoso and its familiarity with local drainage challenges, flood recovery efforts, erosion control measures, and infrastructure restoration requirements. The Assistant Utilities Director noted Sedona's professionalism, ethics, and ability to successfully deliver complex projects.

C. NM ERFO Bandelier National Monument – Bridge Installation, Road Construction, and Drainage Improvements

Contract Amount: $1.49 Million

Sedona Contracting completed roadway construction and flood recovery improvements for the Federal Highway Administration at Bandelier National Monument. Work included installation of a poured-in-place concrete box culvert/bridge structure, placement of approximately 800 tons of roadway aggregate, and 700 tons of asphalt concrete pavement. This project required coordination in a sensitive environment while restoring transportation infrastructure damaged by severe weather events. The Contracting Officer's Representative praised Sedona's communication and responsiveness throughout the project, noting the company's "Can-Do" approach to project execution.

D. FHWA NM ERFO 263 – Concrete Structures and Drainage Infrastructure

Contract Amount: Included within FHWA ERFO Program

As part of Sedona's FHWA emergency roadway restoration work, the company constructed major reinforced concrete drainage structures, including a 20-foot by 20-foot poured-in-place reinforced concrete box culvert and a poured-in-place concrete bridge. This project demonstrates Sedona's capabilities in complex drainage infrastructure, structural concrete construction, and flood-control improvements that are directly relevant to roadway and drainage maintenance projects.

E. FHWA Santa Fe ERFO NF 263(1) – Road Reconstruction and Flood Rehabilitation

Contract Amount: $3.1 Million

Sedona performed extensive roadway reconstruction and flood rehabilitation work following storm damage in northern New Mexico. The project included placement of approximately 1,800 tons of roadway aggregate, 850 tons of asphalt concrete pavement, construction of two concrete headwalls for a 66-inch triple-barrel culvert system, 510 cubic yards of gabion baskets, 740 cubic yards of rip rap stabilization, pavement markings, and substantial construction surveying and staking. Additional drainage improvements included installation of approximately 95 linear feet of 66-inch culvert pipe with concrete headwalls, wing walls, and stone masonry. This project closely mirrors the roadway drainage, culvert, erosion control, and rehabilitation work anticipated under this solicitation.

Pipe Culvert constructed:

F. Holloman Air Force Base Test Track Re-Paving

Contract Amount: $1.2 Million

Sedona completed a large-scale asphalt paving project at Holloman Air Force Base involving placement of approximately 6,380 tons of asphalt concrete pavement. The project required strict quality control, schedule adherence, and coordination with facility operations. Due to Sedona's performance, the government expanded the scope of work during construction. This project demonstrates Sedona's capability to perform roadway paving and rehabilitation activities while maintaining operational continuity for facility users.

G. White Sands Missile Range Road 252 Reconstruction and Chip Seal Project

Contract Amount: $1.8 Million

Sedona performed roadway reconstruction and surface treatment improvements consisting of approximately 105,600 square yards of eight-inch full-depth reclamation, double-penetration chip seal application, pavement markings, and roadway signage installation. This project required effective traffic control, roadway rehabilitation expertise,

and coordination with government stakeholders. Positive performance resulted in additional work being awarded during project execution.

H. White Sands Missile Range Roadway Marking Improvements

Contract Amount: $2.5 Million

Sedona completed roadway improvements throughout White Sands Missile Range, including Routes 3, 7, 202, Aberdeen Avenue, Martin Luther King Avenue, and Goddard Avenue. The project included approximately 270,000 linear feet of Type B pavement markings and associated roadway improvements. This work demonstrates Sedona's ability to manage multiple roadway assets simultaneously while maintaining quality and schedule performance.

I. Relevance to the Village of Ruidoso's On-Call Roadway and Drainage Work Contract

Collectively, these projects demonstrate Sedona Contracting's ability to successfully perform roadway construction, pavement rehabilitation, drainage improvements, culvert installation, flood recovery, erosion control, channel restoration, traffic control, pavement markings, and emergency response construction services. Sedona has repeatedly delivered projects ranging from $1 million to more than $3 million for federal, state, and local agencies while maintaining quality, schedule, safety, and client satisfaction. Our experience performing similar work throughout New Mexico—and specifically within the Village of Ruidoso—positions Sedona to immediately support the Village's on-call roadway and drainage needs with qualified personnel, proven equipment resources, and a demonstrated record of successful project delivery.

Sedona Contracting, Inc.

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F

RESPONSE TO SPECIFICATIONS

2 TECHNICAL APPROACH AND UNDERSTANDING OF SCOPE

A. Understanding of Project Requirements

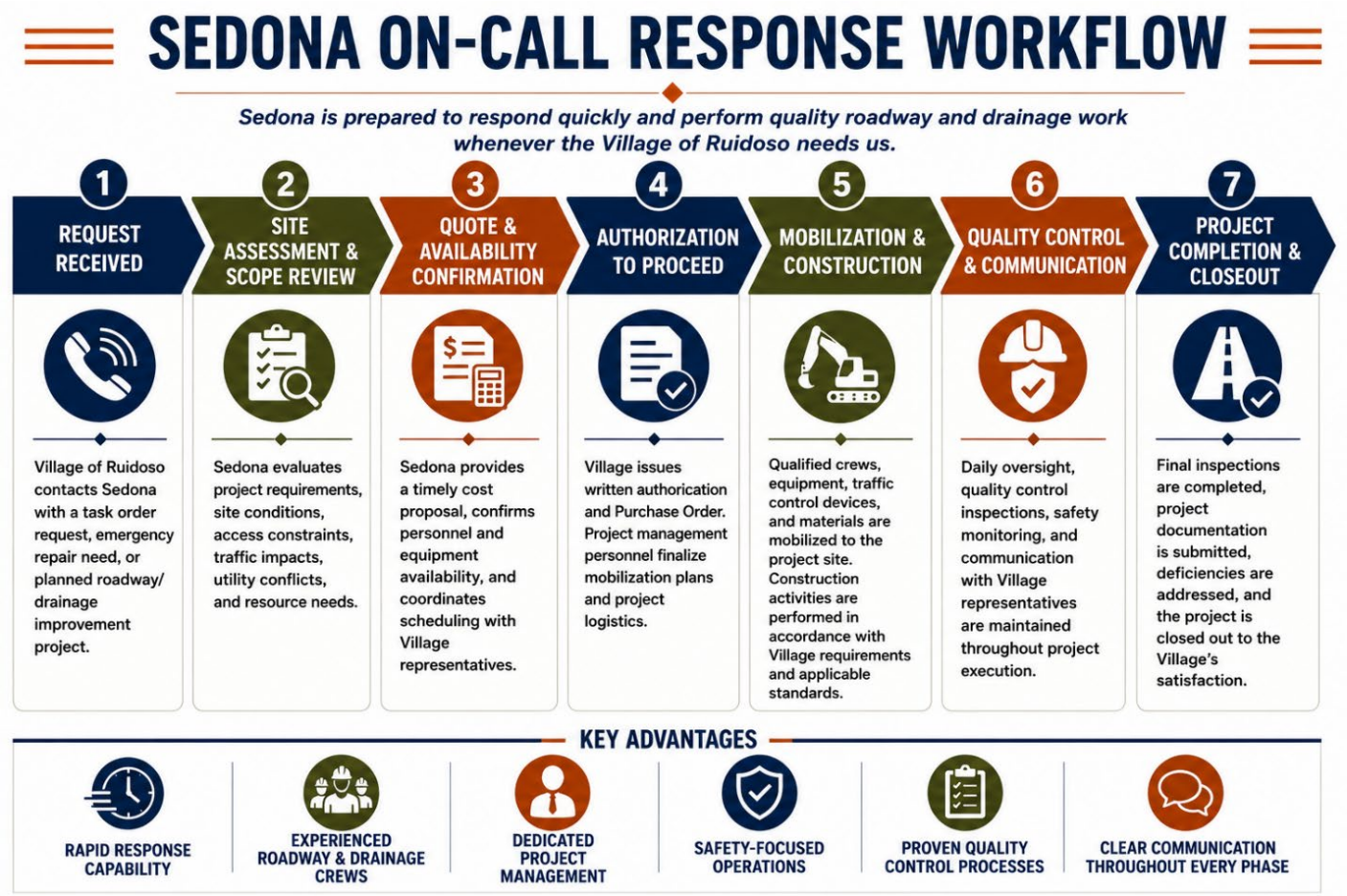
1. Sedona Contracting, Inc. understands that the Village of Ruidoso is seeking qualified on-call contractors capable of providing roadway, drainage, and related infrastructure construction services in support of both planned maintenance activities and urgent or emergency repair needs. The primary objective of this procurement is to establish responsive contracting resources that can be activated quickly to restore roadway safety, maintain public access, repair damaged infrastructure, and reduce procurement delays during emergency situations.

2. Based on our review of the RFP and Addendums, Sedona recognizes that the awarded contractors must possess the personnel, equipment, materials, and technical expertise necessary to perform a broad range of roadway and drainage improvements including roadway reconstruction, pavement repairs, drainage system installation and rehabilitation, culvert replacement, erosion control measures, traffic control implementation, concrete construction, slope stabilization, excavation, and emergency infrastructure restoration. Sedona further understands that all work must be completed in accordance with Village of Ruidoso and NMDOT standards and specifications while maintaining safe work zones and minimizing disruption to the traveling public.

3. Our team understands that the Village intends to establish multiple on-call contracts under which task-specific scopes of work will be issued, followed by contractor quotations, availability confirmation, written authorization, and issuance of a

Purchase Order serving as the Notice to Proceed. Sedona's operational structure and available resources are specifically organized to support this delivery method and allow us to respond quickly to individual work assignments as they arise.

The workflow below illustrates Sedona's proven approach for responding to Village task orders, mobilizing resources, maintaining communication, and delivering successful roadway and drainage projects from initial request through final project closeout.



B. Technical Approach to Roadway Construction and Repairs

1. Sedona Contracting, Inc. approaches roadway construction and repair projects with a focus on safety, durability, and rapid restoration of public access. Upon receipt of a work assignment, our team will review project requirements, conduct a site assessment, identify utility conflicts and traffic impacts, and develop a work plan that aligns with Village of Ruidoso and NMDOT standards.

2. For roadway rehabilitation and reconstruction projects, Sedona will perform excavation, sub-excavation, subgrade preparation, stabilization, re-compaction, and paving operations using qualified personnel and properly maintained equipment. Our crews are experienced in roadway grading, blue-topping, roadway shaping, shoulder

repairs, pavement replacement, street cuts, cold milling operations, and miscellaneous paving activities. When unstable subgrade conditions are encountered, Sedona will implement appropriate stabilization measures to restore structural integrity and ensure density requirements are achieved.

3. Traffic control is a critical component of roadway work. Sedona will implement traffic control measures appropriate to each project to protect workers, motorists, pedestrians, and emergency responders while minimizing disruptions to the traveling public. All traffic control devices and procedures will be installed and maintained in accordance with applicable regulations and project requirements.

4. Our goal is to deliver roadway repairs and improvements that restore safe and reliable transportation infrastructure while maintaining efficient project schedules and minimizing impacts to Village residents and visitors.

C. Technical Approach to Drainage Infrastructure

1. Sedona understands that effective drainage infrastructure is essential to maintaining roadway integrity, protecting public safety, and reducing long-term maintenance costs. Our approach emphasizes proper hydraulic function, erosion prevention, and long-term durability.

2. Sedona possesses the personnel and equipment necessary to perform excavation, installation, repair, and replacement of drainage infrastructure including culverts ranging from 12-inch to 96-inch diameter, end sections, bands, stormwater conveyance systems, riprap protection, slope stabilization measures, and related drainage improvements. Prior to construction, our team evaluates site conditions, drainage patterns, and constructability considerations to ensure the proposed improvements address both immediate and long-term needs.

3. Where erosion, washouts, or slope instability are present, Sedona utilizes proven stabilization techniques including flowable fill, riprap installation, bench excavations, temporary retaining structures, and engineered grading solutions. Our crews are experienced in performing work within constrained environments while maintaining proper drainage flow and protecting adjacent infrastructure.

4. All drainage improvements are installed in accordance with applicable plans, specifications, and industry standards. Through careful planning, quality workmanship, and proactive field management, Sedona ensures that completed drainage systems perform as intended and provide long-term reliability for the Village of Ruidoso.

D. Quality Control and Construction Management

1. Sedona Contracting maintains a comprehensive quality control process designed to ensure all work is completed safely, efficiently, and in accordance with contract requirements. Each task order is assigned qualified management personnel responsible for project oversight, coordination, quality assurance, and communication with Village representatives.

2. Quality control begins during project planning and continues through final completion. Our field supervisors conduct routine inspections to verify compliance with project specifications, material requirements, grade elevations, compaction standards, and workmanship expectations. Where applicable, density testing, material certifications, concrete testing, and inspection documentation are maintained to verify compliance with project requirements.

3. Sedona emphasizes proactive issue identification and resolution. Potential concerns are addressed immediately through communication with Village representatives and implementation of corrective actions before they impact project performance. Daily oversight by experienced supervisors helps ensure work progresses efficiently while maintaining quality standards throughout construction.

E. Safety and Environmental Compliance

1. Safety is a core value of Sedona Contracting and is integrated into every phase of project execution. Our crews operate under established safety procedures designed to protect employees, subcontractors, Village personnel, motorists, and the public.

2. Prior to beginning work, project-specific hazards are evaluated and appropriate safety measures are implemented. Sedona utilizes daily safety meetings, equipment inspections, traffic control measures, excavation safety practices, trench protection systems, and ongoing supervision to maintain safe work environments. All work activities are performed in compliance with applicable OSHA requirements and industry best practices.

3. Sedona also recognizes the importance of environmental stewardship. Our crews implement erosion and sediment control measures, protect adjacent waterways and drainage channels, properly manage construction debris, and take steps to minimize environmental impacts during construction activities. Through careful planning and execution, Sedona strives to complete projects while protecting natural resources and maintaining compliance with applicable environmental requirements.

F. Coordination and Communication

1. Effective communication is essential to the success of on-call contracting services. Sedona understands that the Village requires contractors who can respond quickly, provide accurate information, and coordinate effectively throughout the duration of each assignment.

2. Upon receiving a request for services, Sedona will promptly evaluate the scope of work, confirm resource availability, and provide timely quotations and scheduling information. Once authorized to proceed, our project management team maintains regular communication with Village representatives regarding project status, scheduling, potential challenges, and work progress.

3. Sedona's management personnel are readily accessible throughout project execution and are committed to maintaining transparent communication and responsiveness. This collaborative approach allows issues to be addressed quickly, facilitates informed decision-making, and helps ensure projects are completed safely, efficiently, and in accordance with Village expectations.

4. Through proactive communication, reliable project management, and responsive service, Sedona will serve as a trusted partner to the Village of Ruidoso for roadway and drainage construction, maintenance, and emergency response needs.

Sedona Contracting, Inc.

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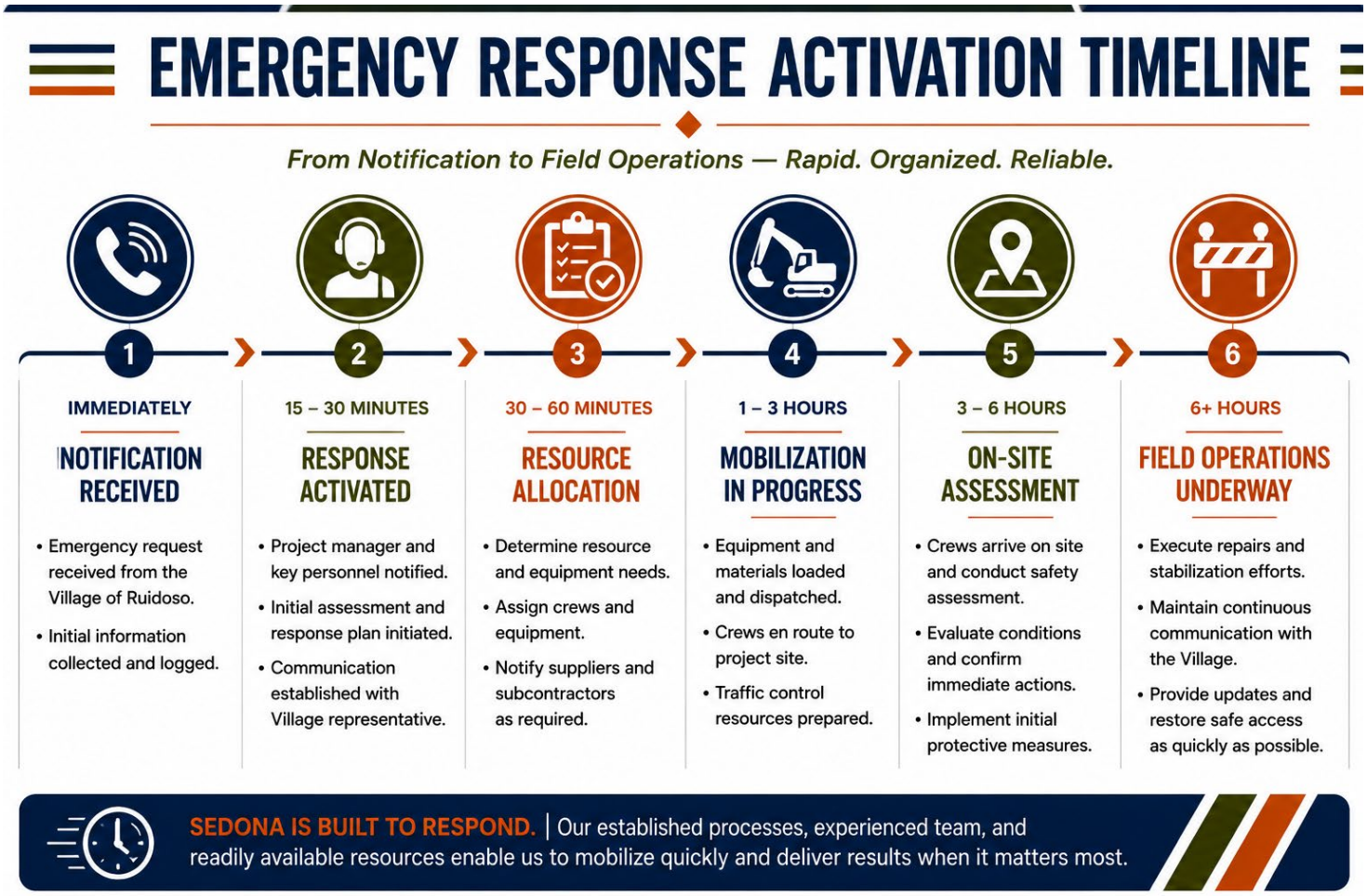
F

RESPONSE TO SPECIFICATIONS

3 EMERGENCY RESPONSE CAPABILITY AND MOBILIZATION

3. Emergency Response Capability and Mobilization



A. Emergency Response Philosophy

1. Sedona Contracting, Inc. understands that roadway and drainage infrastructure failures can occur without warning and may require immediate action to protect public safety, maintain access, and prevent further damage. Our emergency response philosophy is centered on rapid mobilization, clear communication, and efficient deployment of personnel and equipment. We recognize that emergency assignments often involve time-sensitive conditions, evolving site circumstances, and the need for close coordination with Village staff and other stakeholders.

2. Sedona maintains the personnel, equipment resources, and management systems necessary to respond quickly to emergency and urgent task orders. Our team is experienced in operating under compressed schedules and challenging field conditions while maintaining safety, quality, and regulatory compliance.

B. Mobilization Readiness

1. Sedona maintains a fleet of construction equipment and support resources capable of performing roadway, drainage, excavation, grading, and infrastructure repair activities. Upon receipt of a task order or emergency request, project management personnel immediately evaluate resource requirements, assign field personnel, and coordinate equipment deployment.

2. Our mobilization procedures are designed to ensure that personnel, equipment, materials, traffic control devices, and subcontractor resources can be assembled and deployed efficiently. Because Sedona routinely performs infrastructure projects throughout New Mexico and the surrounding region, our team is accustomed to coordinating logistics, transportation, and field operations on short notice.

3. The company maintains established relationships with material suppliers, equipment vendors, trucking providers, and specialty subcontractors, allowing Sedona to quickly secure additional resources when project conditions require expanded support.

C. Emergency Response and Field Deployment

1. When emergency work is required, Sedona utilizes a structured response process that prioritizes safety, communication, and rapid field assessment. Upon notification, project management personnel establish communication with Village representatives, gather available project information, and initiate mobilization activities.

2. Field personnel conduct site assessments to evaluate existing conditions, identify hazards, determine resource requirements, and establish immediate protective measures when necessary. Following assessment, crews are deployed to perform emergency repairs, stabilize damaged infrastructure, implement traffic control measures, and restore safe operating conditions as quickly as practicable.

3. This approach allows Sedona to rapidly transition from notification to active field operations while maintaining accountability, documentation, and communication throughout the response effort.

D. Equipment and Resource Availability

1. Sedona possesses access to the equipment necessary to perform the roadway and drainage services anticipated under this contract, including excavation equipment, loaders, graders, compaction equipment, hauling resources, traffic control devices, and support vehicles.

2. The company continuously evaluates equipment availability and resource allocation to ensure that multiple projects can be supported simultaneously when required. Additional resources can be secured through established vendor and subcontractor partnerships, providing flexibility to address larger emergency events or multiple concurrent assignments.

3. This combination of owned equipment, experienced personnel, and strategic resource partnerships enables Sedona to respond effectively to both routine task orders and emergency infrastructure needs.

E. Communication and Coordination

1. Effective emergency response requires timely communication and coordination. Sedona designates a primary point of contact who remains responsible for coordinating project activities, communicating with Village representatives, and monitoring project progress from mobilization through completion.

2. Regular updates are provided regarding mobilization status, project conditions, schedule impacts, resource needs, and work progress. This communication framework ensures that Village personnel remain informed and that decisions can be made quickly when changing field conditions require adjustments to project activities.

3. Sedona's management team is committed to maintaining responsive communication and collaborative coordination throughout every assignment performed under this contract.

F. Commitment to Reliable On-Call Support

1. Sedona recognizes that the success of an on-call contract depends upon responsiveness, reliability, and consistent performance. Our team is prepared to support the Village of Ruidoso with timely mobilization, experienced personnel, appropriate equipment resources, and proactive communication for both planned and emergency projects.

2. By combining proven roadway and drainage construction experience, established mobilization procedures, available equipment resources, and responsive project management, Sedona Contracting is prepared to serve as a reliable on-call partner to the Village of Ruidoso. Our team stands ready to respond quickly, deploy resources efficiently, and deliver safe, high-quality infrastructure solutions whenever and wherever they are needed.

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RESPONSE TO SPECIFICATIONS

4 COMPLIANCE, DOCUMENTATION, AND REIMBURSEMENT SUPPORT

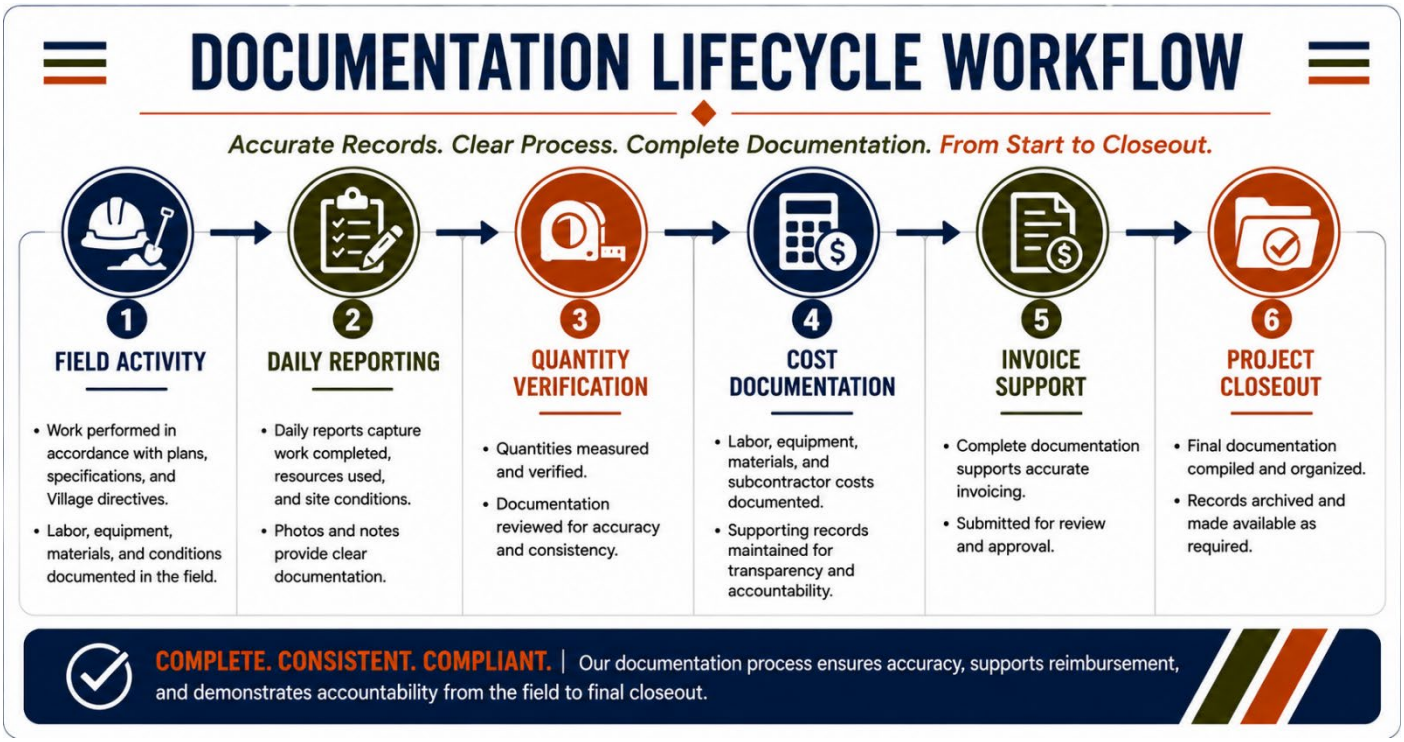
4. Compliance, Documentation, and Reimbursement Support

A. Commitment to Contract Compliance

1. Sedona Contracting, Inc. recognizes that successful project delivery requires more than quality construction services—it requires strict adherence to contract requirements, regulatory obligations, and project documentation standards. Our team is committed to performing all work in accordance with the requirements of RFP 2026-013P, Village policies, applicable laws and regulations, and accepted construction industry practices.

2. Sedona maintains established project management and administrative procedures designed to ensure contract compliance throughout the life of each task order. Project managers and field supervisors routinely monitor project activities, verify adherence to contract requirements, and ensure that all work is completed in accordance with approved plans, specifications, and Village directives.

3. The workflow below illustrates Sedona's systematic approach to compliance, documentation, cost tracking, reimbursement support, and project closeout.



B. Project Documentation Procedures

1. Accurate and organized documentation is a fundamental component of Sedona's project management approach. Throughout project execution, Sedona maintains detailed records that document project activities, labor utilization, equipment deployment, material deliveries, quantities installed, schedule progress, inspections, and project communications.

2. Project records are maintained in an organized and accessible manner to support project oversight, facilitate communication with Village representatives, and provide a complete record of work performed. Documentation is reviewed regularly to verify accuracy, completeness, and consistency with project requirements.

3. This systematic approach ensures that project information remains readily available for review and supports transparency throughout project execution.

C. Daily Reporting and Progress Tracking

1. Sedona utilizes daily reporting procedures to monitor project performance and document field activities. Daily reports typically include information regarding personnel on-site, equipment utilized, work completed, weather conditions, safety observations, material deliveries, schedule status, and any issues affecting project performance.

2. These reports provide Village representatives with timely information regarding project progress and allow potential concerns to be identified and addressed promptly. Regular reporting also supports effective coordination among project stakeholders and contributes to successful project delivery.

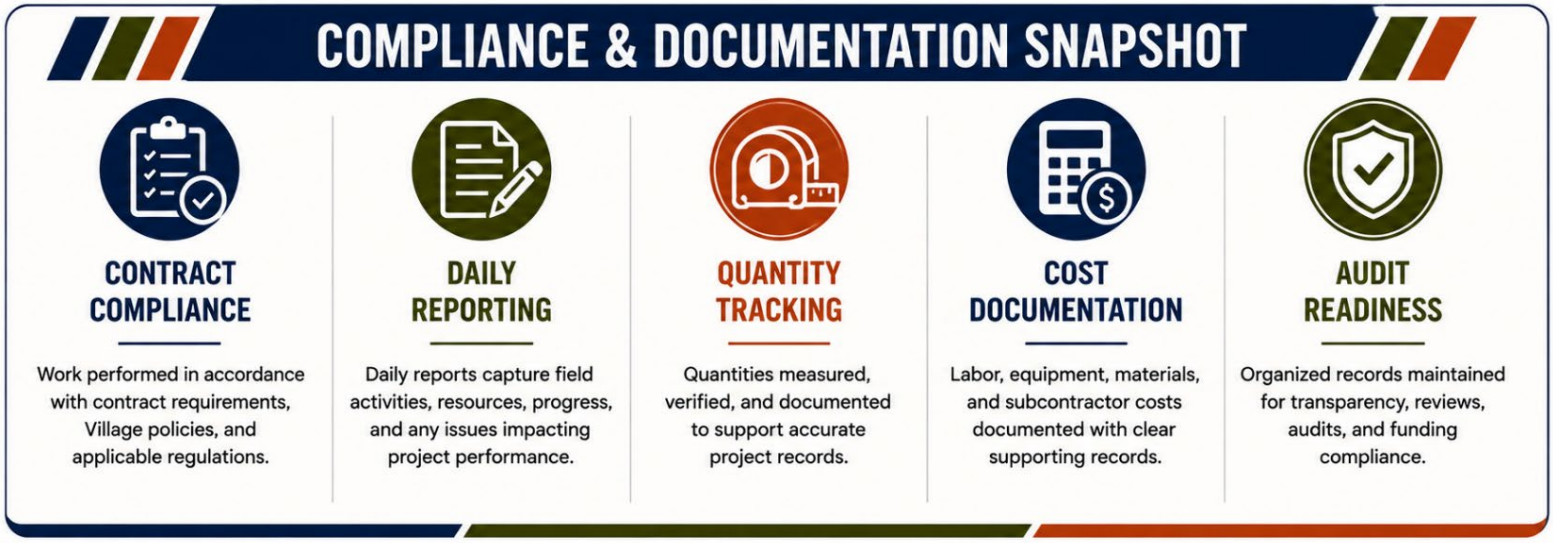
3. In addition to daily reporting, Sedona tracks project milestones, schedule performance, and task order status to ensure that work progresses efficiently and in accordance with project objectives.

D. Reimbursement and Cost Documentation Support

1. Sedona understands the importance of maintaining documentation necessary to support project funding, reimbursement requests, grant compliance, and financial accountability. Our team maintains records that clearly document labor, equipment usage, materials, subcontractor activities, and other project costs associated with each task order.

2. Cost documentation is organized and maintained to support invoice preparation, project review, and reimbursement processes. Supporting records are retained and made available as required to assist the Village in verifying project expenditures and demonstrating compliance with applicable funding requirements. Sedona's documentation practices provide a clear audit trail from field activities through invoice submission, supporting timely review and approval of project costs.

3. Sedona's administrative and project management personnel work closely together to ensure that project documentation accurately reflects field operations and supports efficient reimbursement processing.



E. Coordination, Transparency, and Audit Readiness

1. Sedona is committed to maintaining open communication and complete transparency throughout every assignment. Project records, reports, supporting documentation, and cost information are maintained in a manner that facilitates review by Village personnel and other authorized stakeholders.

2. Our team understands that documentation may be subject to review, audit, or funding agency oversight. As a result, project records are maintained with accuracy, consistency, and accountability as guiding principles. This proactive approach reduces administrative burden, minimizes documentation deficiencies, and supports successful project outcomes.

F. Commitment to Accountability and Project Success

1. Sedona Contracting views compliance and documentation as critical components of project success. By combining organized recordkeeping practices, detailed project reporting, transparent communication, and thorough cost documentation, Sedona provides the Village of Ruidoso with a dependable partner capable of supporting both construction execution and administrative requirements.

2. Our commitment to accountability, accuracy, and responsiveness ensures that project documentation remains complete, accessible, and aligned with the Village's objectives throughout the duration of Contract No. RFP 2026-013P. Sedona stands ready to provide the documentation, reporting, and reimbursement support necessary to help the Village successfully manage and deliver on-call roadway and drainage projects.

Sedona Contracting, Inc.

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RESPONSE TO SPECIFICATIONS

5 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.

_____ 06/09/2026
Signature Date

General Manager
Title (Position)

Sedona Contracting, Inc.

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RESPONSE TO SPECIFICATIONS

6 DEBARMENT CERTIFICATION

(APPENDIX G)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-013P On-Call Roadway and Drainage Work

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.

Casey Widener, General Manager

Typed Name & Title of Authorized Representative

06/09/2026

Date

Signature of Authorized Representative

Sedona Contracting, Inc.

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RESPONSE TO SPECIFICATIONS

7 NON-COLLUSION AFFIDAVIT

(APPENDIX H)

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-013P On-Call Roadway and Drainage Work

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

Casey Widener, being first duly sworn, deposes and says:

That he/she is General Manager of Sedona Contracting, 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: Casey Widener

SUBSCRIBED and sworn to before me this 10th day of June 2026

Notary Public: Victoria L. Pruett

My commission expires: 06/21/2027

VICTORIA L. PRUETT
STATE OF NEW MEXICO
NOTARY PUBLIC
COMMISSION # 1126379
EXPIRES JUNE 21, 2027

Sedona Contracting, Inc.

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RESPONSE TO SPECIFICATIONS

8 NEW MEXICO PREFERENCES

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **SEDONA ENTERPRISES, INC.**

DBA: **SEDONA ENTERPRISES, INC.**
1505 W AMADOR AVE
LAS CRUCES, NM 88005-4008

Expires: **09-Jun-2028**

Certificate Number:

L1729866608

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Sedona Contracting, Inc.

BUILDING INFRASTRUCTURE. BUILDING TRUST.

G

OTHER SUPPORTING MATERIAL

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 8, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #1

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. Change to Sequence of Events:
II. Conditions Governing the Procurement
A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	June 4, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 18, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	June 10, 2026
5. Response to Written Questions	Procurement Manager	June 11, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 22, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 22, 2026 – June 24, 2026
9. Selection of Finalists	Evaluation Committee	June 24, 2026
10. Best and Final Offers	Finalist Offerors	June 24, 2026
11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	July 14, 2026
13. Contract Awards	VOR/ Finalist Offerors	July 14, 2026
14. Protest Deadline	VOR	15 Days from award

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/11/2026 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.

VILLAGE OF RUIDOSO NEW MEXICO

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

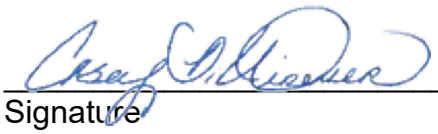
WWW.RUIDOSO-NM.GOV

All other terms and conditions of RFP #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Sedona Contracting, Inc.

_____
Company



_____ 06/09/2026

Signature Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 9, 2026

Ref: RFP# 2026-013P On-Call Roadway and Drainage Work

ADDENDUM #2

The following is being provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. Corrected Scope of Work – Appendix F (see attached pages 2 and 3)

***All questions must be submitted in writing. Reminder, the last day for written questions is 6/10/2026 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 #2026-013P remain unchanged.

Please sign and return by E-Mail (See Below)

Sedona Contracting, Inc.

_____
Company

_____ 06/09/2026
Signature Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform construction and/or maintenance of roads, pavement, multi-use trail sections, and parking lots.
2) Installation and repair of related infrastructure such as stormwater drainage systems, riprap, bridge repair, guard rails, sidewalks, signage, and pavement markings.
3) Perform repairs, including excavation and clearing, and installation of culverts from 12" diameter to 96" diameter, including end sections and bands.
4) Perform major and/or minor traffic control management, including the use of traffic control devices.
5) Perform excavation, sub-excavation, backfill, and recompaction for major structures.
6) Perform subgrade preparation and restablization of unstable subgrade. Subgrade shall pass density test upon completion.
7) Performance of street cuts and replacement of road surface to previous condition or better.
8) Must be able to blue top and reshape surface according to blueprints and set plans.
9) Perform slope and bench excavations, including building and removing temporary retaining walls adhering to all safety regulations.
10) Perform major and minor cold milling operations and verify with Village Public Works department on left over material handling.
11) Must be able to perform miscellaneous paving jobs.
12) Perform installation and maintenance of street light fixtures, including service risers, meter pedestals, and light control cabinets.
13) Must be able to form and pour 6in concrete pavement complete and replace in kind dowelled and wire mesh.
14) Shall be able to form and pour structural concrete Class A such as footings, retaining walls, headers, etc.
15) Perform flowable fill in areas of need for slope stabilization.
16) Perform welding of metal railings along sidewalks, stairs, etc.
17) Perform removal of structures and obstructions in roadways, waterways, and various locations.
18) Perform forming, shaping of curb, and pouring of 4in concrete sidewalk.
19) Mobilization must be included in proposals.
20) Qualified contractors would be required to provide own equipment and materials.
21) All materials and procedures shall meet NMDOT and Village of Ruidoso specifications.
22) When services are required, qualified contractors would be requested to provide quotes of the needed services and their availability schedule.
23) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
24) An agreement or acceptance of the quote will be executed in writing and a Purchase Order and will also serve as notice to proceed.
25) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from

the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.

26) Additional services as may be specified by the Village.
27) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

Sedona Contracting, Inc.

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1505 W. Amador Ave.
Las Cruces, NM 88005

(575) 541-6000

www.sedonacontractinginc.com

Sedona Contracting, Inc.

RFP 2026-013P

ON CALL ROADWAY AND DRAINAGE WORK

COST PROPOSAL / FEE SCHEDULE

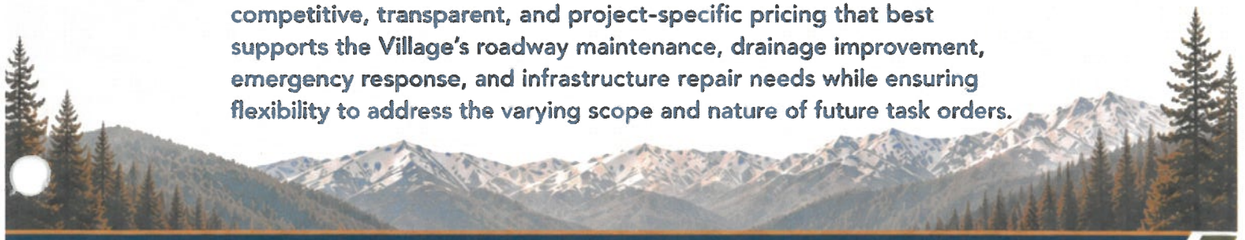
Sedona
— Contracting, Inc. —

COST PROPOSAL / FEE SCHEDULE DISCLAIMER

The Village of Ruidoso's Request for Proposals does not prescribe a specific format or list of work items for the Cost Proposal/Fee Schedule. Accordingly, the attached pricing schedules are provided as representative examples of fee schedules and unit-price structures previously utilized by Sedona Contracting, Inc. on similar roadway construction, drainage improvement, emergency response, and public infrastructure projects.

These sample schedules are intended to demonstrate our pricing methodology and capabilities. Upon contract award, Sedona Contracting, Inc. will work with the Village of Ruidoso to develop and submit a comprehensive fee schedule tailored to the specific roadway, drainage, excavation, traffic control, material, equipment, labor, and related construction services anticipated under the On-Call Roadway and Drainage Work contract.

Sedona Contracting, Inc. remains committed to providing competitive, transparent, and project-specific pricing that best supports the Village's roadway maintenance, drainage improvement, emergency response, and infrastructure repair needs while ensuring flexibility to address the varying scope and nature of future task orders.



ROADWAY EXPERTISE ◆ RAPID RESPONSE ◆ DRAINAGE SOLUTIONS ◆ TRUSTED PARTNERSHIP

Sedona Contracting, Inc.

EXAMPLE FEE SCHEDULE used on previous contracts				
DESCRIPTION OF SERVICE		UNIT	UNIT PRICE	RESPONSE TIME
1. VEGETATIVE DEBRIS				
a.	Pick up vegetative debris from ROW (rights-of- way) and haul to Debris Management Site(DMS). (0-15 miles)	CUBIC YARD	$42.00	10-30 Minutes
b.	Pick up vegetative debris from ROW and haul to DMS. (16-30 miles)	CUBIC YARD	$65.00	10-30 Minutes
2. CONSTRUCTION & DEMOLITION DEBRIS (C & D)				
a.	Pick up Construction & Demolition (C&D) materials from ROW and haul to DMS. (0-15miles)	CUBIC YARD	$42.00	10-30 Minutes
b.	Pick up C&D materials from ROW and haul to DMS. (16-30 miles.)	CUBIC YARD	$65.00	10-30 Minutes
c.	Pick up C&D materials from ROW and haul to LANDFILL in Alamogordo.	CUBIC YARD	$130.00	10-30 Minutes
3. PROCESSING / REDUCING DEBRIS & DEBRIS AND SITE MANAGEMENT				
a.	Grinding / chipping vegetative debris, based onincoming cubicyards.	CUBICYARD	$37.00	10-30 Minutes
b.	Processing and/or compacting C&D materialsand mixed debris, based on incoming cubic yards.	CUBIC YARD	$45.00	10-30 Minutes
4. Debris Management Site Management				
a.	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, acceptance, erosion control,based on incoming cubic yards.	CUBIC YARD	$60.00	10-30 Minutes
5. FINAL DISPOSAL				
NOTE: Disposal fees shall be supported by landfill tickets / disposal facility receipts prior to payment by County.				
a.	Load and Transport processed vegetative debris from DMS to final disposal. (0-15 miles)	CUBIC YARD	$42.00	10-30 Minutes
b.	Load and Transport processed vegetative debris from DMS to final disposal. (16-30 miles)	CUBIC YARD	$64.00	10-30 Minutes
c.	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal.	CUBIC YARD	$64.00	10-30 Minutes
d.	DISPOSAL FEES - Vegetative, pass-through cost.	PASSTHROUGH	$50.00	10-30 Minutes
e.	DISPOSAL FEES - C&D / Mized Debris, pass-through cost.	PASSTHROUGH	$50.00	10-30 Minutes
6. HAZARDOUS STUMPS and HAZARDOUS TREES				
a.	Removal of hazardous stump from ROW and transportation to DMS. 24" to 36" diameter.	EACH	$250.00	10-30 Minutes
b.	Removal of hazardous stump from ROW and transportaton to DMS. 37" to 48" diameter.	EACH	$300.00	10-30 Minutes
c.	Removal of hazardous stump from ROW and transportation to DMS. 49"> diameter.	EACH	$350.00	10-30 Minutes
d.	Backfill - supply and placement of clean fill dirtinto holes created by stump removal in the ROW.	CUBIC YARD	$50.00	10-30 Minutes
e.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. Debris shall be place on County ROW for collection under the terms and conditions of Scope. 6" to 12" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$500.00	10-30 Minutes
f.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 13" to 24" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$700.00	10-30 Minutes
g.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 25" to 36" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$800.00	10-30 Minutes
h.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 37" to 48" trunk measured at 4.5' (Diameter breast height - DBH).	EACH *	$1,000.00	10-30 Minutes
i.	Removal of hazardous trees (LEANERS ORDAMAGED) from ROW or public property. 49"> trunk measured at 4.5'	EACH	$1,300.00	10-30 Minutes
j.	Removal of hazardous hanging limbs (Hangers) from limbs hanging over ROW. 2" > at break	PER TREE	$750.00	10-30 Minutes
7. WHITE GOODS				
a.	White Goods, Remove and transport from ROW to DMS.	PER UNIT	$355.00	10-30 Minutes
b.	White Goods, Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	$428.00	10-30 Minutes
c.	Freon Removal and Management / Recycling	PER UNIT	$350.00	10-30 Minutes
8. OTHER SERVICES				
a.	Removal and disposal of animal carcass.	PER POUND	3.00	10-30 Minutes
b.	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	$1,000.00	10-30 Minutes
c.	Derelict vessel removal and transportation to secure storage site. (Vessels under 22 feet)	EACH	$3,000.00	10-30 Minutes
d.	Derelict vessel removal and transportation to secure storage site. (Vessels 22 feet and greater)	EACH	$6,000.00	10-30 Minutes
e.	Operation of secure storage site for derelict vehicles.	PER DAY	$3,500.00	10-30 Minutes
f.	Electronic waste removal from ROW anddispose at County approved site.	PER UNIT	$600.00	10-30 Minutes
g.	Household hazardous waste (HHW) removal from ROW and dispose at County approved site.	PER POUND	$3.00	10-30 Minutes
h.	Debris to be place on the ROW for collection asregular debris.	CUBICYARD	$38.00	10-30 Minutes
i.	Cleaning and clearing of catch basins and inlets.4' x 4'	EACH	$1,000.00	10-30 Minutes
j.	Cleaning and clearing of catch basins and inlets.8' x 8'	EACH	$1,200.00	10-30 Minutes
k.	Cleaning and clearing of catch basins and inlets.10' X 10'	EACH	$1,500.00	10-30 Minutes
l.	Cleaning and clearing of catch basins and inlets.20' x 20'	EACH	$2,000.00	10-30 Minutes
9. DEMOLITION OF STRUCTURES				
Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a County approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. *Includes the removal of PRE-APPROVED concrete slabs.				
a.	0 - 25 miles one way haul	CUBICYARD	$184.00	10-30 Minutes
b.	25-50 miles one way haul	CUBICYARD	$214.00	10-30 Minutes
c.	50-75 miles one way haul	CUBICYARD	$300.00	10-30 Minutes
Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a County approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. *Includes the removal of PRE-APPROVED concrete slabs.				
d.	0 - 25 miles one way haul	CUBICYARD	$194.00	10-30 Minutes
e.	25-50 miles one way haul	CUBICYARD	$224.00	10-30 Minutes
f.	50-75 miles one way haul	CUBICYARD	$310.00	10-30 Minutes
SECTION 3: HOURLY RATES (First Push)				
EMERGENCY ROAD CLEARANCE (First Push)				
For evaluation purposes the average "first push" crew makeup is defined below.				

	HOURLY EQUIPMENT RATES (includes operator, fuel,			
	Rubber tired front end loader, 3 - 5 CY capacity,with o		$280.00	10-30 Minutes
	Trackhoe, 2 -3 CY capacity, with operator		$280.00	10-30 Minutes
	Dump truck, 16 - 24 CY capacity, with operator		$175.00	10-30 Minutes
	Two (2) person chainsaw / laborer crew, with chainsa		$270.00	10-30 Minutes
	Supervisor with 1/2 - 1 ton pick-up truck, cellphone		$165.00	10-30 Minutes
SECTION 4: HOURLY RATES				
	PERSONNEL / EQUIPMENT			
	Administrative Assistant		$70.00	10-30 Minutes
	Clerical / Individual		$70.00	10-30 Minutes
	Climber w/ gear		$220.00	10-30 Minutes
	Crew Leader		$181.00	10-30 Minutes
	Electricians		$165.00	10-30 Minutes
	Fabricator		$165.00	10-30 Minutes
	Equipment Operator		$155.00	10-30 Minutes
	Field Technician		$140.00	10-30 Minutes
	Foreman		$140.00	10-30 Minutes
	Foreman w/ truck		$180.00	10-30 Minutes
	Laborer		$125.00	10-30 Minutes
	Laborer w/chainsaw		$150.00	10-30 Minutes
	Project Manager		$185.00	10-30 Minutes
	Superintendent w/truck		$175.00	10-30 Minutes
	Survey person w/ truck		$165.00	10-30 Minutes
	Traffic Control		$165.00	10-30 Minutes
	Truck Driver		$120.00	10-30 Minutes
	Vehicle Mechanic		$200.00	10-30 Minutes
	Welder		$225.00	10-30 Minutes
SECTION 5. HOURLY EQUIPMENT RATES				
(Additional services, as necessary by County, for the term of the contract)				
Includes: operator, fuel, maintenance				
These rates will not be a factor in the evaluation of cost proposals.				
Is Equipment Owned or Leased	**Equipment Description (or equal) Ldt available Equip**			
Owned	2023 Peterbilt 55 ton low boy		$211.00	10-30 Minutes
Owned	2019 Volvo G940 Motor Grader		$211.00	10-30 Minutes
Owned	Hamm 66" smooth drum roller		$211.00	10-30 Minutes
Owned	2023 Caterpillar 299D3 Skid steer		$211.00	10-30 Minutes
Owned	2023 Caterpillar 420d Backhoe		$211.00	10-30 Minutes
Owned	2015 John Deer 323D Skid Steer		$150.00	10-30 Minutes

COPY of FEMA Schedule 2 – Hourly Labor and Equipment Price Schedule
for reference

#	Cost Code	Equipment	Manufacturer	Specification	Capacity or Size	HP	Notes	Unit	2025 Rates
1	8010	Air Compressor	Miscellaneous Tank Mounted Air Compressors80/25	41 CFM	41 CFM	to 10	Hoses included.	hour	$ 1.80
2	8011	Air Compressor	Multiquip DIS100SSK4F	103 CFM	103 CFM	to 30	Hoses included.	hour	$ 20.23
3	8012	Air Compressor	Sullivan-Palatek D130Q8IZ	130 CFM	130 CFM	to 50	Hoses included.	hour	$ 27.71
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	175 CFM	to 90	Hoses included.	hour	$ 26.29
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	400 CFM	to 145	Hoses included.	hour	$ 58.41
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	575 CFM	to 230	Hoses included.	hour	$ 105.25
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	1100 CFM	to 355	Hoses included.	hour	$ 187.83
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	1600 CFM	to 500	Hoses included.	hour	$ 200.97
9	8040	Ambulance		GVW 8600 Pounds		to 150		hour	$ 31.69
10	8041	Ambulance		GVW 11000 Pounds		to 210		hour	$ 38.68
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards			to 8	Trailer Mounted.	hour	$ 5.15
12	8051	Board, Message	Miscellaneous CMSBBI			to 5	Trailer Mounted.	hour	$ 11.18
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 In	16 In	to 6		hour	$ 1.99
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 In	18 In	to 13		hour	$ 4.89
15	8062	Auger, Tractor Mntd	Miscellaneous TLB Auger Mount	36 In	36 In	to 13	Includes digger, boom & mounting hardware	hour	$ 2.94
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 In	24 In	to 100	8'x8'x10' Drophammer	hour	$ 50.79
17	8064	Hydraulic Post Driver	Miscellaneous VIB-Avg	24 In	24 In	to 100	Hyd. Impact Hammer	hour	$ 53.97
18	8065	Auger	Horizontal Directional BoringMachine	250 X 100	250 X 100	to 300	DD-140B YR-2003	hour	$ 251.58
19	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal DrillingMachines	7,000 lbs	7,000 lbs	to 25	Corrected to use Misc. 7K	hour	$ 87.45
20	8067.1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	Spindle Torque 4000 ft/lb	125		hour	$ 210.47
21	8068	Bush Hog	New Holland 272GMS	72-IN cutting width				hour	$ 18.80
22	8069	Bush Hog	Vermeer MC3700	12-FT cutting width				hour	$ 29.22
23	8069.1	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width				hour	$ 45.42
24	8070	Automobile, Sedan	2023 Dodge Charger SXT	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				Mile	$ 0.70
25	8071	Automobile, Pick-up	2023 RAM 1500 Tradesman	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				hour	$ 15.29
26	8073	Automobile, Police	2023 Dodge Charger Pursuit	Engine: 3.6L V6 or 5.7L V8 HEMI Transmission: 8 Speed				hour	$ 19.14
27	8074	Automobile, Police	2024 Dodge Durango Pursuit	AWD 3.6L V6 24V VVT Pentastar Engine with ESS Transmission: 8-Speed Automatic 850RE Transmission				hour	$ 19.19
28	8075	Motorcycle, Police	2023 BMW R 1250 RT-P					hour	$ 9.53
29	8075.1	Motorcycle, Police	2023 BMW R 1250 RT-P					mile	$ 0.68
30	8076	Automobile, SUV Mid Size	2023 Ford Explorer XLT	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valv				hour	$ 16.10
31	8077	Automobile, SUV Full Size	2023 Ford Expedition XLT	3.5L V6 24V PDI DOHC Twin Turbo				hour	$ 25.02
32	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle	Military Surplus Vehicle		375-450		hour	$ 73.37
33	8079	MRAP C-MTV	gvwr 55000 Lbs	gvwr 55000 Lbs		to 350		hour	$ 63.32
34	8080	All Terrain Vehicle	Polaris Ranger SP 570	2 Seat with bed box	up to 600CC	up to 50	New	hour	$ 16.72
35	8081	All Terrain Vehicle	Polaris Ranger SP 570	4 Seat with bed box	up to 600CC	up to 50	New	hour	$ 17.45
36	8082	All Terrain Vehicle	Polaris Sportsman 850 Mud Edition	Single seater	up to 850CC	up to 80	New	hour	$ 18.22
37	8083	All Terrain Vehicle	Polaris Sportsman 1000 Mud Edition	Single seater	up to 1000CC	up to 90	New	hour	$ 20.41
38	8084	All Terrain Vehicle	Polaris General XP 1000	2 seater	up to 1000CC	up to 100	New	hour	$ 27.90
39	8085	All Terrain Vehicle	Polaris General XP 1000	4 seater	up to 1000CC	up to 100	New	hour	$ 30.09
40	8086	All Terrain Vehicle	Polaris Expedition	2 seater closed cab	up to 1000CC	up to 125	new	hour	$ 34.47
41	8087	All Terrain Vehicle	Polaris Expedition ADV S	5 seater closed cab	up to 1000CC	up to 125	New	hour	$ 37.39
42	8088	Drone Atomizer (Sprayer)	DJI AGRAS T50	Drone comes with Liquid and Dry tanks, batteries, software and other necessary equipment to operate.	100 pounds Dry & 40 Liters Liquid		new	hour	$ 26.27
43	8088.1	Drone Surveillance	Surveillance Drone	Parrot ANAFI USA GOV EDITION			New	hour	$ 11.30
44	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	50'x35'x9'	N/A	Push by Tug-Boat	hour	$ 48.28
45	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	$ 95.52
46	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	$ 103.95
47	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	50' - 64'	to 870	Steel	hour	$ 518.33
48	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	50' - 64'	to 1050	Steel	hour	$ 607.29
49	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	65' - 99'	to 1350	Steel	hour	$ 932.62
50	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124"	100' - 124"	to 2000	Steel	hour	$ 1,729.83
51	8124	Airboat	815 AGIS Airboat w/spray unit			556		hour	$ 36.78
52	8125	Airboat	815 AGIS Airboat w/spray unit			450		hour	$ 33.20
53	8126	Swamp Buggy	ARGO Conquest 800 Outfitter			36		hour	$ 41.97
54	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76"	to 76"	to 40		hour	$ 28.55
55	8130	Boat, Row	Miscellaneous Rowboat			N/A	Heavy duty.	hour	$ 1.09
56	8131	Boat, Runabout	Marine Equipment Runabouts - 13			60		hour	$ 13.38
57	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 16'	to 100	Inboard with 360 degree drive.	hour	$ 19.45
58	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 49'	to 435	Flat hull.	hour	$ 215.37
59	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	50' - 74'	to 525	Flat hull.	hour	$ 267.75
60	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	50' - 74'	to 705	Flat hull.	hour	$ 482.92

61	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	50' - 74'	to 870	Flat hull.	hour	$ 558.97
62	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	Length 48'	to 200	New 2023 rate	hour	$ 164.32
63	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	Length 20' 4"	to 100	Shallow Draft	hour	$ 10.87
64	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	16'	to 100	Shallow Draft	hour	$ 74.20
65	8141	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	18'	to 175	With Steering Nozzle	hour	$ 95.34
66	8142	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	26'	to 250	With Steering Nozzle	hour	$ 134.25
67	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	40'	to 380	Standard Rudder	hour	$ 244.03
68	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	51'	to 700	Twin Screw	hour	$ 390.09
69	8145	Jet Ski	Yamaha VX	Gasoline	Gasoline			hour	$ 9.06
70	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		Diesel			hour	$ 0.93
71	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	Gasoline			hour	$ 64.80
72	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	Gasoline			hour	$ 2.03
73	8149.1	Boat, Recreational	Outboard motor	Center console with up to 3 outboard motors	36' long			hour	$ 48.65
74	8149.2	Boat, Recreational	Outboard motor	Center console with up to 2 outboard motors	36' long			hour	$ 44.02
75	8149.3	Boat, Police	Length 25'	Full Cabin Boat for patrols, response, port security, law enforcement and search and rescue (SAR). Boat can be equiped with various brand and tupe outboard motors.	25' long			hour	$ 34.50
76	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/8HC			to 37		hour	$ 53.65
77	8151	Broom, Pavement, Mounted	ellaneous TRAC MOUNT PTO DRIVE - ForMounting Pavement Broc	72"	72"			hour	$ 4.07
78	8153	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	96"	to 100	Add Prime Mover cost for total rate	hour	$ 5.49
79	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull TypePavement Brooms	84"	84"	to 20		hour	$ 40.44
80	8154.1	Skid Steer for Broom	Bobcat 453 (disc. 2001)					hour	$ 24.86
81	8155	Self Propelled Pavement Brooms	Terramite TS546	6 or 8-FT broom heads		to 35		hour	$ 35.65
82	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper		to 110		hour	$ 100.34
83	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper		to 230		hour	$ 123.69
84	8180	Bus				185		hour	$ 32.34
85	8181	Bus				100		hour	$ 31.26
86	8182	Bus				230		hour	$ 53.70
87	8183	Blower				27		hour	$ 20.63
88	8183.1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM				hour	$ 18.19
89	8184	Back-pack Blower						hour	$ 7.22
90	8185	Walkbehind Blower				13		hour	$ 2.06
91	8187	Chainsaw	Bar Length = 20"	3.0 cu in	3.0 cu in	to 3	Heavy Duty	hour	$ 3.23
92	8188	Chainsaw	Bar Length = 20"	5.0 cu in	5.0 cu in	to 6	Heavy Duty	hour	$ 3.65
93	8189	Chainsaw	Bar Length = 20"	6.0 cu in	6.0 cu in	to 7	Heavy Duty	hour	$ 1.72
94	8190	Chainsaw	Bar Length = 16"	2.5 cu in	2.5 cu in	to 2	Light Duty	hour	$ 1.71
95	8191	Chainsaw	Bar Length = 25"	7.0 cu in	7.0 cu in	to 9	Heavy Duty	hour	$ 4.81
96	8192	Chainsaw, Pole	Bar Length = 18"			N/A	Hydraulic	hour	$ 2.52
97	8193	Skidder, Log	2023 DEERE 648L II			to 237		hour	$ 113.03
98	8194	Skidder, Log	2022 DEERE 748L II			to 263		hour	$ 210.67
99	8195	Cutter, Brush	2023 Barko 930B Wheel Mulcher			to 320		hour	$ 174.37
100	8198	Buncher, Cutter	Caterpillar 511 Feller Buncher	26.6 ft reach		to 247		hour	$ 155.70
101	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons				hour	$ 14.41
102	8199.1	Log Splitter	PowerPro 25-Ton Log Splitter		Kohler SH265 196cc 6.5 Gross HP Horizontal Engine	6.5	Trailer Mounted.		$ 6.48
103	8200	Chipper, Brush	Vermeer BC900XL Brush Chipper		Material Capacity 9 in Thickness 1 in Diameter 33 in	35	Trailer Mounted.	hour	$ 24.04
104	8201	Chipper, Brush	Vermeer BC1000XL Brush Chipper		Material Capacity 12 in Width 20 in Thickness .4 in Diameter 20 in	74	Trailer Mounted.	hour	$ 29.70
105	8202	Chipper, Brush	Vermeer BC1500 Brush Chipper		Material Capacity 15 in Width 22 in Thickness .4 in Diameter 22.5 in	130	Trailer Mounted.	hour	$ 54.11
106	8203	Chipper, Brush	Vermeer BC1800XL Brush Chipper		Material Capacity 19 in Width .5 in Thickness 26.1 in Diameter 36 in	173	Trailer Mounted.	hour	$ 74.92
107	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted LogLoader	7,770 lbs (32' radius) to 38,180 lbs 12' radius				hour	$ 150.01
108	8210	Clamshell & Dragline, Crawler	2023 TADANO MANTIS GTC 700	70 Ton Tele Crawler 118 Feet of Main Boom Cummins Diesel Engine 36" Track Pads Two Winches With 3/4 Wire Rope Tadano AML LMI System	70 Ton	to 260	Bucket not included in rate.	hour	$ 127.42

109	8211	Clamshell & Dragline, Crawler	Tadano GT-1200XL-2	Specs - MAX. CRANE CAPACITY: 120 USt - MAIN BOOM LENGTH: 41 ft – 167.3 ft - BOOM EXTENSION: 33.8 ft – 58.7 ft - MAX. COUNTERWEIGHT: 55,100 lbs - OUTRIGGER BASES: 23.5 ft x 19.6 ft - HOIST LINE PULL: 21,800 lbs - MAX RADIUS: 185 ft - MAX. MAIN BOOM LENGTH: 167.3 ft - GVM: 89,900 lbs - DIMENSIONS: 48.56 ft L x 8.5 ft W x 12.3 ft H - ENGINE: Cummins X12	120 Ton	to 520	Bucket not included in rate.	hour	$	202.51
110	8212	Clamshell, Truck mounted	American 5530	to 150,000 lbs		to 240		hour	$	114.56
111	8218	BOMAG Compactor	BW100AD-3			to 33		hour	$	45.79
112	8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor					hour	$	33.24
113	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 2.9 Ton	to 28		hour	$	15.52
114	8221	Compactor, towed, vibratory drum	Blue Diamond Skid Steer Vibratory Roller | Smooth or Pad Foot	Smooth Drum Width 84"			Plus Skid Steer	hour	$	27.01
115	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2015)	Drum Width 47.2"	Drum Width 47.2"	to 75		hour	$	39.01
116	8223	Compactor, pneumatic, wheel	BOMAG BW11-RH	68" width		to 100	Cummins 4B3.3TA 85-HP Engine	hour	$	114.91
117	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	Drum Width 51"	to 145	Single Drum	hour	$	124.72
118	8225	Compactor, Sanitation	Caterpiller 816		12 FT Blade	284		hour	$	197.35
119	8226	Compactor, Sanitation	Caterpiller 826		14 FT Blade	435		hour	$	243.88
120	8227	Compactor, Sanitation	Caterpiller 836		17 FT Blade	562		hour	$	400.69
121	8228	Compactor, towed, pneumatic, wheel	Miscellaneous			N/A	11-Wheels (Towed)	hour	$	14.94
122	8229	Compactor, Towed Steel Drum StaticCompactor	Miscellaneous			N/A		hour	$	21.50
123	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', singledeck			to 35		hour	$	23.01
124	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', singledeck			to 55		hour	$	29.27
125	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30',double deck			to 75		hour	$	60.04
126	8250	Dozer, crawler	CAT D1			to 80		hour	$	60.28
127	8251	Dozer, crawler	CAT D3			to 104		hour	$	74.10
128	8252	Dozer, crawler	CAT D4			to 130		hour	$	99.70
129	8253	Dozer, crawler	CAT D6			to 215		hour	$	160.75
130	8254	Dozer, crawler	CAT D8			to 363		hour	$	242.63
131	8255	Dozer, crawler	CAT D9			to 452		hour	$	360.30
132	8256	Dozer, crawler	CAT D11			to 850		hour	$	550.14
133	8260	Dozer, wheel	CAT 814			Tto 250		hour	$	106.02
134	8261	Dozer, wheel	CAT 824			to 405		hour	$	170.28
135	8262	Dozer, wheel	CAT 834			to 496		hour	$	308.97
136	8263	Dozer, wheel	CAT 844			to 732		hour	$	402.76
137	8269	Box Scraper	84" Rome Model 5C Pull Scraper	4.1 cu yd				hour	$	18.41
138	8270	Bucket, Clamshell	Helden HC30133 Super Clamshell Bucket	1.0 CY	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$	3.65
139	8271	Bucket, Clamshell	Anvil Attachments 3 Yard Clamshell Bucket	3 CY	4 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$	6.80
140	8272	Bucket, Clamshell	Anvil Attachments 5 Yard Clamshell Bucket	5.0 CY	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$	10.19
141	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	$	15.09
142	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	$	3.36
143	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	5 CY	N/A	Does not include Clamshell & Dragline	hour	$	6.49
144	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	10 CY	N/A	Does not include Clamshell & Dragline	hour	$	11.81
145	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	14 CY	N/A	Crawler, Truck & Wheel. Includes bucket.	hour	$	16.53
146	8280	Excavator, Hydraulic	Caterpillar 305 CR			to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$	57.14
147	8281	Excavator, Hydraulic	Caterpillar 313 GC			to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$	98.01
148	8282	Excavator, Hydraulic	Caterpillar 320 GC			to 150	Crawler, Truck & Wheel. Includes bucket.	hour	$	107.93
149	8283	Excavator, Hydraulic	Caterpillar 330 GC			to 201	Crawler, Truck & Wheel. Includes bucket.	hour	$	150.99
150	8284	Excavator, Hydraulic	Caterpillar 340 GC			to 350	Crawler, Truck & Wheel. Includes bucket.	hour	$	291.49
151	8285	Excavator, Hydraulic	Caterpillar 395			to 550	Crawler, Truck & Wheel. Includes bucket.	hour	$	336.18
152	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	0.57 CY	to 184	Truck Mounted	hour	$	215.34
153	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (Disc. 2011)	0.62 CY	0.62 CY	to 238	Truck Mounted	hour	$	315.08
154	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	1.25 CY	to 230	Truck Mounted	hour	$	351.11
155	8290	Trowel, Concrete	Husqvarna 48 in Gasoline Walk Behind Trowel	48 IN		to 12	48 in	hour	$	5.32
156	8300	Forklift	Toyota 50-8FGU30	6,000 Lbs	6,000 Lbs	to 60		hour	$	21.18
157	8301	Forklift	Toyota 50-8FG50U	11,000 Lbs	11,000 Lbs	to 90		hour	$	24.75
158	8302	Forklift	Toyota 50-8FG80U	17,500 Lbs	17,500 Lbs	to 140		hour	$	29.06

159	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	50,000 lbs	to 215		hour	$ 90.72
160	8306	Fork Lift material handler	Caterpillar TL 642	6,500 lbs	6,500 LBS	to 74		hour	$ 94.49
161	8307	Fork Lift material handler	Caterpillar TL 943	9,000 Lbs	9,000 Lbs	to 111		hour	$ 116.27
162	8308	Fork Lift material handler	Caterpillar TL1255	12,000 lbs	12,000 lbs	to 134		hour	$ 123.49
163	8310	Generator	Miscellaneous GAS 5.5 KW	5.5 KW				hour	$ 6.78
164	8311	Generator	Miscellaneous DIESEL 17 KW	17 KW				hour	$ 8.12
165	8312	Generator	Miscellaneous DIESEL 25 KW	20 KW				hour	$ 28.15
166	8313	Generator	Miscellaneous DIESEL 40 KW	40 KW				hour	$ 41.55
167	8314	Generator	Miscellaneous DIESEL 45 KW	47.5 kW				hour	$ 42.45
168	8315	Generator	Miscellaneous DIESEL 100 KW	100 KW				hour	$ 62.08
169	8316	Generator	Miscellaneous DIESEL 150 KW	150 KW				hour	$ 70.76
170	8317	Generator	Miscellaneous DIESEL 225 KW	210 KW				hour	$ 100.05
171	8318	Generator	Miscellaneous DIESEL 300 KW	280 KW				hour	$ 119.63
172	8319	Generator	Miscellaneous DIESEL 350 KW	350 KW				hour	$ 172.46
173	8320	Generator	Miscellaneous DIESEL 400 KW	400 KW				hour	$ 219.49
174	8321	Generator	Miscellaneous DIESEL 500 KW	500 KW				hour	$ 392.87
175	8322	Generator	Miscellaneous DIESEL 700 KW	700 KW				hour	$ 578.90
176	8323	Generator	Miscellaneous DIESEL 800 KW	800 KW				hour	$ 626.66
177	8324	Generator	Miscellaneous DIESEL 900 KW	900 KW				hour	$ 685.25
178	8325	Generator	Miscellaneous DIESEL 1000 KW	1000 KW				hour	$ 748.86
179	8326	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW				hour	$ 778.27
180	8327	Generator	Miscellaneous DIESEL 1500 KW	1500 KW				hour	$ 864.15
181	8328	Generator	Generator, 2,500 KW	2500 KW				hour	$ 983.59
182	8329	Generator	Cummins QSK95 C3250D6E	3000 KW				hour	$ 1,024.88
183	8331	Graders	CAT 120	12 Ft	12 Ft	to 171	Includes Rigid and Articulate equipment.	hour	$ 131.96
184	8332	Graders	CAT 140	12 FT	12 FT	to 196	Includes Rigid and Articulate equipment.	hour	$ 159.04
185	8333	Graders	CAT 160	14 Ft	14 Ft	to 290	Includes Rigid and Articulate equipment.	hour	$ 231.47
186	8334	Graders	CAT 18	18 Ft	18 Ft	to 304	Includes Rigid and Articulate equipment.	hour	$ 281.33
187	8335	Widener Attachment	Loader or Grader Propelled	Widener Attachment	10' Max Spread Width	49			$ 10.13
188	8350	Hose, Discharge	Discharge Hose, 3-IN	3 In Discharge Diameter 50 foot	3 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.15
189	8351	Hose, Discharge	Discharge Hose, 4-IN	4 In Discharge Diameter 50 foot	4 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.23
190	8352	Hose, Discharge	Discharge Hose, 6-IN	6 In Discharge Diameter 50 foot	6 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.58
191	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter 50 foot	8 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.65
192	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	12 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.95
193	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	16 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.79
194	8356	Hose, Suction	Suction Hose - SH-3/25	3 In Diameter	3 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.27
195	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	4 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.32
196	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	6 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.06
197	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	8 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.14
198	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	12 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.72
199	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	16 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 3.25
200	8380	Loader, Crawler	Bobcat MT120			to 25	Includes bucket.	hour	$ 36.92
201	8381	Loader, Crawler	Bobcat T450			to 55	Includes bucket.	hour	$ 41.49
202	8382	Loader, Crawler	Bobcat T86			to 105	Includes bucket.	hour	$ 62.38
203	8383	Loader, Crawler	Caterpillar 963C 2022	3.2 cu yd	3 CY	to 178	Includes bucket.	hour	$ 197.79
204	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	4 CY	to 238	Includes bucket.	hour	$ 254.71
205	8390	Loader, Wheel	Gehl 280 (disc. 2009)	0.7 cu yd	0.5 CY	to 38		hour	$ 36.72
206	8391	Loader, Wheel	Bobcat L85			to 68	Includes bucket.	hour	$ 58.08
207	8392	Loader, Wheel	Caterpillar 910			to 110	Includes bucket.	hour	$ 64.66
208	8393	Loader, Wheel	Caterpillar 926			to 170	Includes bucket.	hour	$ 116.74
209	8394	Loader, Wheel	Deere 644K - 4WD (disc. 2019)	4.2 cu yd	4 CY	232		hour	$ 116.87
210	8395	Loader, Wheel	Case 921C - 4WD (disc. 2008)	5.0 cu yd	5 CY	255		hour	$ 163.20
211	8396	Loader, Wheel	Caterpillar 950			to 250	Includes bucket.	hour	$ 139.80
212	8397	Loader, Wheel	Caterpillar 972			to 339	Includes bucket.	hour	$ 143.78
213	8398	Loader, Wheel	Caterpillar 988			to 580	Includes bucket.	hour	$ 341.25

214	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	100 IN.	to 95	Does not include mower attachment. Flail industrial towed mower would add $4.96/Hour	hour	$	70.76
215	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)			to 115	Tractor - agriculture all purpose	hour	$	90.92
216	8401	Loader, Tractor, Wheel	Case 580 SUPER L (disc. 2000)	0.87 CY	0.87 CY	to 80		hour	$	92.56
217	8410	Mixer, Concrete Portable	Menegotti Concrete Mixer Wheelbarrow Concrete Mixer	5.0 cu ft	5.0 CF	0.5		hour	$	1.95
218	8411	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELMM12 Batch Capacity bags 3 1/2 - 4 bags Total Capacity cu. ft. (Lt) 3.29 cu. ft (376) Mixing Capacity cu.ft. (Lt) 12 cu.ft (340)	12 CF	to 5		hour	$	8.00
219	8412	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELHM 16 Batch Capacity Bags 4 - 5½ bags Capacity Cu. Ft. (lts)16 cu.ft (453)	16 CF	to 13		hour	$	17.49
220	8414	Truck, Concrete Mixer	FREIGHTLINER 114SD with Cummins X12 455V diesel engine	11 CY Mixer		350 to 500		hour	$	81.76
221	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs	90 Lbs	N/A	Includes bucket.	hour	$	1.18
222	8420	Breaker, Pavement	Arrow Master 1350			to 80	Includes bucket.	hour	$	60.79
223	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft		to 2	Electric Powered	hour	$	2.58
224	8423	Spreader, Chip	2010 Etnyre Quad Chip Spreader	2.8 CY	2.8 CY	to 260		hour	$	105.39
225	8424	Spreader, Chip	2019 Rosco CSV	3.5 CY	3.8 CY	to 275		hour	$	150.91
226	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail GateMounting	8 Ft	8 Ft	to 8	Includes bucket.	hour	$	4.07
227	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width		N/A	Includes bucket.	hour	$	12.44
228	8431	Paver, Asphalt	Caterpillar AP 455 Track	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 31533 lb Maximum Throughput Capacity 853 ton(US)/h		120		hour	$	262.71
229	8432	Paver, Asphalt	Caterpillar AP 555 Track	Paving Range with SE47 FM 2.4 m - 6.1 m (8' - 20') Operating weight with SE47 FM 33689 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	$	271.01
230	8433	Paver, Asphalt	Caterpillar AP 655 Track	Paving Range with SE47 FM 2.44 - 6.25 m (8' - 20' 6") Operating weight with SE47 FM 40560 lb Maximum Throughput Capacity 1433 ton(US)/h		173		hour	$	308.47
231	8434	Paver, Asphalt	Caterpillar AP 500 Wheel	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 32012 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	$	274.31
232	8435	Paver, Asphalt	Caterpillar AP 1000 Wheel	Paving Range with SE60 FM 3 m - 7.8 m (10' - 25' 6") Operating weight with SE60 FM 42620 lb Maximum Throughput Capacity 1766 ton(US)/h		225		hour	$	295.49
233	8436	Pickup, Asphalt	Cedarapids CR-MS-4 (disc. 2020)			to 120	Includes bucket.	hour	$	135.80
234	8437	Pickup, Asphalt	Cedarapids CR MS-2			to 120	Includes bucket.	hour	$	193.47
235	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)			184 to 200	Includes bucket.	hour	$	303.18
236	8439	Pickup, Asphalt	Roadtec MTV-1000C		MTV 1000C	to 275	Includes bucket.	hour	$	472.05
237	8440	Striper, Self Propelled	Graco LineLazer 3400 Airless Line Striper	Single Bucket	15 Gallon Bucket	to 5	Includes bucket.	hour	$	14.75
238	8441	Striper, Self Propelled	Graco LineLazer V 200DC Standard Line Striper, Dua	Dual Bucket	2x10 Gallon Buckets	to 6.5	Includes bucket.	hour	$	23.62
239	8442	Striper, Self Propelled	Graco LineLazer V 250DC	Dual Bucket	2x25 Gallon Buckets	to 13	Includes bucket.	hour	$	45.28
240	8445	Striper, Truck Mounted	RoadLazer RoadPak HD System, Option HD3: 2-Pump, 1350 lb Bea	1,350-pound bead tank	1,350-pound bead tank	to 19	Includes bucket.	hour	$	43.79
241	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60'	30" x 60'	30" x 60'	N/A	Includes bucket.	hour	$	28.48
242	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 In (10.5-FT)	to 10 Ft	N/A	8331 Grader not included	hour	$	19.69
243	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 In (14-FT)	to 14 Ft	N/A	8332 Grader not included	hour	$	23.66
244	8452	Plow, Truck Mounted	One Way Plow	13 Ft	to 15 Ft	N/A	8722 truck not included	hour	$	13.80
245	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	to 15 Ft	N/A	With leveling wing. Include 8722 truck for total cost	hour	$	29.92
246	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	Tailgate, Chassis	PTO	Truck not included	hour	$	5.60
247	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	Dump Body	PTO	Truck not included	hour	$	7.73
248	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yd)	Truck (10yd)	N/A	Truck not included	hour	$	10.47
249	8458	Spreader, Chemical	Miscellaneous 5 Spreader	5.0 cu yd	5 CY	to 4	Trailer & truck mounted.	hour	$	6.47
250	8465	Pump, Trash Pump	6" Diesel Trash Pump Trailer Mount	6 In Pump	6 In Pump	to 23	High flow trash pump delivers up to 59,400GPH	hour	$	56.67

251	8466	Pump, Trash Pump	4" Diesel powered Trash Pump	4 in Pump	4 in Pump	to15	High flow trash pump delivers up to 37,200GPH	hour	$	27.38
252	8467	Pump, Trash Pump	3" Diesel powered Trash Pump	3 in Pump	3 in Pump	to 5	High flow trash pump delivers up to 18,000GPH	hour	$	13.06
253	8468	Pump, Trash Pump	2" Diesel powered Trash Pump	2 in Pump	2 in Pump	to 5	High flow trash pump delivers up to 12,000GPH	hour	$	9.31
254	8469	Pump - Stormwater Custom	Caterpillar/Lufkin/Fairbanks-Morse	1740 CFS		5400		Hour	$	1,743.10
255	8470	Pump, Lightweight Centrifugal	6M Alum./PORT.	1.5 in pump	2 in pump - 10,000 gal/hr.	to 4.5	6,500 gph, Hoses not included.	hour	$	3.10
256	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 in Pump	2 in Pump - 3,000 gal/hr.	to 6	3,000 gph, Hoses not included.	hour	$	3.09
257	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 in Pump	3 in Pump - 18,000 gal/hr.	to 10	18,000 gph, Hoses not included.	hour	$	2.43
258	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 in Pump		15		hour	$	9.18
259	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 in Pump	4 in Pump	to 25	Hoses not included.	hour	$	8.20
260	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 in Pump				hour	$	18.43
261	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 in Pump	4 in Pump	to 60	40,000 gph, Hoses not included.	hour	$	25.62
262	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 in Pump	6 in Pump	to 95	90,000 gph, Hoses not included.	hour	$	33.54
263	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 in Pump	12 in Pump	to 140	350,000 gph, Hoses not included.	hour	$	34.82
264	8486	Aerial Lift, Truck Mounted	LTEC AA55 MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS M	Ground to Bottom of Platform*55.1 ft (16.8 m) Maximum Side Reach:43.1 ft (13.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	55 FT		Including Truck	hour	$	62.86
265	8487	Aerial Lift, Truck Mounted	LTEC AH85B MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*80 ft (24.4 m) Maximum Side Reach:48 ft (14.6 m) Boom Articulation (Lower Boom)0 to 95° RotationContinuous	80 FT		Including Truck	hour	$	65.87
266	8488	Aerial Lift, Truck Mounted	LTEC AN67-E100 MOUNTED ON 2018 INTERNATIONAL WORKSTA	Ground to Bottom of Platform*100 ft (30.5 m) Maximum Side Reach:52.7 ft (16.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	100 FT		Including Truck	hour	$	68.03
267	8489	Aerial Lift, Truck Mounted	LTEC AH125 MOUNTED ON 2018 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*:120 ft (36.6 m) Maximum Side Reach50.4 ft (15.4 m) Boom Articulation (Lower Boom)0 to 87° RotationContinuousRotationContinuous	120 FT		Including Truck	hour	$	78.43
268	8490	Aerial Lift, Self Propelled	JLG 340AJ Articulating Boom Lift	Horizontal Outreach:19–ft 11–in Platform Capacity Unrestricted:500–lb Max Platform Height:33–ft 10–in	33 FT	25		hour	$	38.27
269	8491	Aerial Lift, Self Propelled	JLG 450AJ HC3 Articulating Boom Lift	Horizontal Outreach: 25–ft 0–in Max Platform Capacity: 1,000–lb Max Platform Height: 45–ft 0–in	45 FT	60		hour	$	48.28
270	8492	Aerial Lift, Self Propelled	JLG 600AJ HC3 Articulating Boom Lift	Horizontal Outreach: 40–ft 6–in Max Platform Capacity: 1,000–lb Max Platform Height: 60–ft 0–in	60 FT	84		hour	$	59.10
271	8493	Aerial Lift, Self Propelled	JLG 800AJ HC3 Articulating Boom Lift	Horizontal Outreach: 52–ft 3–in Max Platform Capacity: 1,000–lb Max Platform Height: 80–ft 4–in	80 FT	84		hour	$	65.19
272	8494	Aerial Lift, Self Propelled	JLG 1250AJP Articulating Boom Lift	Horizontal Outreach: 63–ft 2–in Max Platform Capacity: 1,000–lb Max Platform Height: 125–ft 8–in	125 FT	75		hour	$	151.13
273	8495	Aerial Lift, Self Propelled	JLG 1500AJP Articulating Boom Lift	Horizontal Outreach: 75–ft 0–in Max Platform Capacity: 1,000–lb Max Platform Height: 150–ft 0–in	150 FT	100		hour	$	176.48
274	8496	Crane, Truck Mounted	2025 MANITEX 1970C MOUNTED ON 2025 PETERBILT 537	19,000 LBS	19,000 LBS	to 240		hour	$	48.09
275	8497	Crane, Truck Mounted	2024 MANITEX 2281T MOUNTED ON 2024 PETERBILT 567	46,000 LBS	46,000 LBS	to 510		hour	$	53.07
276	8498	Crane, Truck Mounted	2024 MANITEX 30100C MOUNTED ON 2024 PETERBILT 548	60,000 LBS	60,000 LBS	to 510		hour	$	83.67
277	8500	Crane, Yard	2013 SHUTTLELIFT CD5520	20 ton capacity	20 ton capacity	to 100		hour	$	113.69
278	8501	Crane, Rough Terrain	Broderson RT-300-2C	29983 lbs/15 tons		155		hour	$	293.14
279	8502	Crane, All Terrain	2007 GROVE GMK2035E	69886 lbs/34.9 tons		157		hour	$	226.10
280	8503	Crane, All Terrain	2006 GROVE GMK3055	119931 lbs/60 tons		349		hour	$	285.76
281	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons		245		hour	$	338.94
282	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 in	14 in	to 14		hour	$	12.69
283	8511	Saw, Concrete	Diamond CC6571D DIESEL LIQUID COOLED WALK BEHIND SAW	Interchangable Blade	14 to 42 IN	to 71		hour	$	27.60
284	8512	Saw, Concrete	Diamond CC9074DK Deep Cut Saw	60 IN	60 IN	to 74		hour	$	50.69
285	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	31 in depth	to 116	60 in depth. Now saved in EW as V120.	hour	$	286.18
286	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	25	Air	Pneumatic Powered	hour	$	1.64
287	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	30	Air	Pneumatic Powered	hour	$	1.68
288	8521	Scraper	Caterpillar 631 (2019)	34 yard		to 570	Includes bucket.	hour	$	341.78
289	8522	Scraper	Caterpillar 651	44 yard		to 629	Includes bucket.	hour	$	504.75
290	8524	Scraper	Caterpillar 621 (2012)	24 yard		to 407	Includes bucket.	hour	$	221.18
291	8540	Loader, Skid Steer	Bobcat S70			to 24	Includes bucket.	hour	$	31.06
292	8541	Loader, Skid Steer	Bobcat S76			to 74	Includes bucket.	hour	$	45.23
293	8542	Loader, Skid Steer	Bobcat S86			to 105	Includes bucket.	hour	$	60.67
294	8549	Snow Plower, Salt Spreader	Henderson FSH-I Spreader	8.9 CY	8.9 CY	3.5	Includes bucket.	hour	$	16.96
295	8550	Snow Blower, Truck / loader Mounted	WAUSAU SNOGO LR-44	114 in Cutting Width	114 in Cutting Width	325		hour	$	83.95

296	8551	Snow Blower, Truck Mounted	WAUSAU SNOGO 2000	102 in Cutting Width	102 in Cutting Width	218		hour	$ 111.34
297	8552	Snow Blower, Truck Mounted	WAUSAU SNOGO 3000	114 in Cutting Width	114 in Cutting Width	300		hour	$ 136.98
298	8553	Snow Blower, Truck Mounted	WAUSAU SNOGO 4000	120 in Cutting Width	120 in Cutting Width	400		hour	$ 162.44
299	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance		5	Includes bucket.	hour	$ 3.69
300	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower			TO 25		hour	$ 16.79
301	8559.1	SnowBroom	Oshkosh H-2518 Airport Runway Sweeper with 18' MB sweeper head			450-500		hour	$ 246.37
302	8560	Snow Blower, Self Propelled	RPM Tech TM36R Self-Propelled Snow Blower	3,500 Ton / hr	3,500 Ton / hr	to 385		hour	$ 189.90
303	8561	Snow Blower, Self Propelled	RPM Tech TM42R Self-Propelled Snow Blower	4,800 Ton / hr	4,800 Ton / hr	to 450		hour	$ 171.31
304	8561.1	Snow Blower	MTE Snow Mauler					hour	$ 317.59
305	8561.2	Snow Blower	Vammas PSB 4500MTE					hour	$ 331.33
306	8563	The Vammas 4500	Snow Remover	Working width 4.5 m		385	Includes bucket.	hour	$ 298.64
307	8564	The Vammas 5500	Snow Remover	Working width 5.5 m		460	Includes bucket.	hour	$ 328.24
308	8565	Oshkosh Pavement Sweeper	2005 Oshkosh H-Series Runway Broom (Model HB-2723)			420	Includes bucket.	hour	$ 245.82
309	8569	Dust Control De-Ice Unit	Hydro Pump with 100-ft of 1/2-in hose					hour	$ 4.69
310	8572	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader420	Net Power - SAE J1349 92 HP (68 kW) / 103 HP (76 kW) Dig Depth - Standard 14 ft Operating Weight - Maximum 24251 lb	14 FT	103		hour	$ 110.03
311	8573	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader450	Net Power - SAE J1349:2011 131 hp Dig Depth - Standard 17 ft Operating Weight - Maximum 29321 lb	17 FT	131		hour	$ 128.68
312	8580	Distributor, Asphalt	2008 LEEBOY L500	550 gal	550 gal	16		hour	$ 14.97
313	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	1000-gal	38		hour	$ 33.08
314	8582	Distributor, Asphalt	Miscellaneous 2000G	2000-gal	2000-gal		PTO	hour	$ 32.92
315	8583	Distributor, Asphalt	Miscellaneous 4000G	4000-gal	4000-gal		PTO	hour	$ 58.07
316	8584	Distributor	Etnyre Chip Spreader	13-FT	13-FT	to 210		hour	$ 129.06
317	8590	Trailer, Rear Dump	25DU-20 BIG TEX 20' DUMP TRAILER 13 TON 25,000 GVWR 8×20	23.7 CY Dump Trailer	N/A			hour	$ 9.00
318	8591	Trailer, Rear Dump	2016 East EAST MANUFACTURING CORP End Dump Trailer	30 CY Dump Trailer	N/A			hour	$ 17.18
319	8600	Trailer, Equipment	2025 Big Tex Trailers 16TL Super Duty Tilt Bed Equipment Trailer	Width: 83" Length: 20', 22' GVWR: 17,500 lbs Cargo Capacity: 12,580—13,420 lbs				hour	$ 13.61
320	8601	Trailer, Equipment	Kaufman Trailers tri-axle	30 FT, 62,000 GVWR				hour	$ 15.80
321	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton		N/A		hour	$ 21.05
322	8603	Trailer, Equipment	Miscellaneous FLUSH 4 12D	120 ton		N/A		hour	$ 33.95
323	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon		N/A		hour	$ 17.09
324	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon		N/A		hour	$ 24.45
325	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon		N/A		hour	$ 30.77
326	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon		N/A		hour	$ 37.74
327	8614	Truck - Water Tanker	FREIGHTLINER BUSINESS CLASS M2 106 PLUS	4000 gallon tank		to 300		hour	$ 45.16
328	8621	Tub Grinder	Morbark 1000 Tub Grinder	up to 40 ton per hour		to 577		hour	$ 165.82
329	8622	Tub Grinder	Morbark 1300 Tub Grinder	up to 80 ton per hour		to 1050		Hour	$ 249.83
330	8623	Tub Grinder	Morbark 1600 Tub Grinder	up to 190 ton per hour		to 1200		hour	$ 352.95
331	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder			630		hour	$ 96.28
332	8628	Stump Grinder	2021 Vermeer SC852	23 IN Cutterwheel Diameter		74		hour	$ 55.28
333	8629	Stump Grinder	2024 Vermeer SC1052	26 IN Cutterwheel Diameter		115		hour	$ 56.33
334	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted			20		hour	$ 10.07
335	8631	Sprayer, Seed	Reinco HG-10GXA2, Trailer Mounted			35	Single Drum	hour	$ 22.28
336	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted			115		hour	$ 50.34
337	8633	Mulcher, Trailer Mntd	Finn B70			33.5		hour	$ 22.32
338	8634	Mulcher, Trailer Mntd	Reinco M65			54		hour	$ 27.99
339	8635	Mulcher, Trailer Mntd	Reinco M90			115		hour	$ 41.38
340	8636	Scraper	Wirtgen WR2400			563		hour	$ 492.02
341	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd				hour	$ 25.30
342	8638	Rake	Barber Beach Sand Rake 600HD	15 feet (5m)				hour	$ 18.73
343	8639	Chipper	Wildcat 626 Cougar					hour	$ 42.44
344	8640	Trailer, Office	Miscellaneous 8X24					hour	$ 1.99
345	8641	Trailer, Office	7x12 Office Trailer					hour	$ 2.43
346	8642	Trailer, Office	0' Mobile Office Command Trailer w/ AC/Heat (Bathroom Optional)					hour	$ 14.90
347	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft					hour	$ 6.29
348	8645	Trailer, Shower	12 Station Portable Restrooms Trailer | Luxury Series					hour	$ 44.99
349	8650	Trencher	Seaman-Parsons T20			20		hour	$ 49.22
350	8651	Trencher	Seaman-Parsons T500			58		hour	$ 72.37

351	8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	1.5CY	1.5CY	108		hour	$ 73.50
352	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)			284		hour	$ 151.12
353	8654	Trench Burner	Through-Pu average 10 to 12 Tons per hour	McPherson Systems air curtain destructor	nozzle length- 30 foot.	75		hour	$ 20.79
354	8660	Plow, Cable	Case MAXI-SNEAKER C (disc. 2003)	24-in	24-in	33.5		hour	$ 18.74
355	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	18-in	82		hour	$ 57.52
356	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	42-in	110		hour	$ 64.42
357	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic DiggerDerricks					hour	$ 27.09
358	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14 - Hydraulic DiggerDerricks					hour	$ 47.61
359	8672	Movax SP-60	28-32 ton Head			178		hour	$ 134.98
360	8673	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	13-CY	285.0	Saved in EW as 8680-1. Somehow was changed from Truck, Fire Aerial Platform to concrete mixer.	hour	$ 93.46
361	8680	Truck, Fire, Engine Type 1	KME K-180 Side Mount Pumper	Waterous CSU 1500 GPM FRC InControl Pressure Governor 1000 Gallons Water 20 Gallons Foam Pre-Connects: (2) 1-3/4" Crosslays, (1) 2-1/2" Crosslay and 1-1/2" Front Trashline Discharges: (1) 2-1/2" Left, Right and Rear, (1) LDH Discharge right, Deck Gun TFT Extenda-Gun on Deluge Riser UPF Water Tank	Pump GPM:1500 Tank Size:1000 GA	to 500		Hour	$ 162.44
362	8681	Truck, Fire, Engine Type 2	Freightliner	Hale QMAX 1500 GPM Top-Mount Pump 1500 Gallon Polypropylene Tank Driver's Side Discharges: (2) 2 1/2" Front Discharges: (1) 2" Crosslays/Speedlays: Crosslays: (2) 1 3/4" Officer's Side Discharge: (2) 2 1/2" Rear Discharges: (1) 2 1/2" Driver's Side Suction: (1) 2 1/2", (1) 6" Officer's Side Suction: (1) 2 1/2", (1) 6" Deck Gun Included	Pump GPM:1500 Tank Size:1500 GA	350		Hour	$ 115.72
363	8682	Truck, Fire, Engine Type 3	Freightliner		Pump GPM:500 Tank Size:500 GA	350		hour	$ 90.66
364	8683	Truck, Fire, Engine Type 4	International		Pump GPM:50-250 Tank Size:800 GA	350		hour	$ 81.58
365	8684	Truck, Fire, Type 5, 6 & 7	Cummins 6.7L Diesel EngineAisin AS68RC Automatic Transmission	Pump & Tank Hale HPX200 160 GPM Pump 450 Gallon Tank 12 Gallon Foam Cell	Pump GPM:160 Tank Size:450 GA	350		hour	$ 82.87
366	8685	Truck, Fire, Aerial Ladder	107' Heavy-Duty Aerial Ladder	Flow Capacity1,500 gpm Hosebed Capacity1,000' of 5" or split load 700' of 5" & 600' of 3" hose Ladder ComplementMinimum of 115' Ladder Reach107' Vertical / 100' Horizontal Operating Range10° to 77° Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500		hour	$ 260.51
367	8686	Truck, Fire, Aerial Platform	110' Heavy-Duty Aerial Platform	Flow Capacity1,250 gpm (4,732 L/m) Hosebed Capacity1,000' (304.8m) of 5" (12.7cm) or split load 700' (213.4m) of 5" (12.7cm) & 600' (182.9m) of 3" (7.6cm) hose Ladder ComplementMinimum of 115' (35.1m) Ladder Reach110' (33.5m) Vertical / 90' (27.4m) Horizontal Operating Range10° to 77° Payload Capacity750 lb dry / 500 lb wet (340kg dry/227kg wet) Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons (1,892L) Wind or Ice RatingUp to 35 mph (56 km/h) winds and .25" (.64cm) of Ice		500		hour	$ 346.39
368	8587	Truck, Fire, Articulating Boom	55' or 61' reach (16.76m or 18.59m)	Flow Capacity1,000 gpm (3,785 L/m)Hosebed CapacityVaries depending on configuration Ladder ComplementMinimum of 48'ladder Reach55' or 61' (16.76m or 18.59m) Vertical / 45'5" or 51' (13.84m or 15.55m) Horizontal Operating Range-5° to 85°Payload Capacity500 lb dry / 250 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankVaries depending on configuration Wind or Ice RatingsUp to 20 mph (32km/hr) winds and 1/4" (.64cm) of ice		500		hour	$ 260.51

369	8688	Truck, Fire, Tractor Ladder	107' Heavy-Duty Tiller Aerial Ladder	Flow Capacity1,500 gpmHosebed Capacity1,000' of 5" Ladder ComplementUp to 250' (depending on configuration)ladder Reach107' Vertical / 100' Horizontal Operating Range10° to 77°Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankUp to 300 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500			$ 289.13
370	8689	Truck, Fire, Support Water Tender S1	al HV 613 with an International A-26 engine, 450 HP, and 1750 lb.ft of torque.		Tank Min Capacity (Gal): 4000 Pump Min Flow (GPM): 300 PSI: 50 Max Refill Time (Mins): 30	450		hour	$ 116.08
371	8690	Truck, Fire, Support Water Tender S2	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 2500 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 20	360		hour	$ 99.79
372	8691	Truck, Fire, Support Water Tender S3	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 15	360		hour	$ 107.70
373	8692	Truck, Fire, Tactical Water Tender T1	INTL HV 507 SFA		Tank Min Capacity (Gal): 2000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	$ 98.04
374	8693	Truck, Fire, Tactical Water Tender T2	INTL HV 507 SFA		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	$ 97.76
375	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL			200		hour	$ 33.37
376	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS			275		hour	$ 50.90
377	8701.1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL			200		hour	$ 33.69
378	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL			217		hour	$ 43.00
379	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL			380		hour	$ 65.09
380	8708	Trailer, semi	48ft spread axle flatbed					hour	$ 10.38
381	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer					hour	$ 11.57
382	8710	Trailer, semi						hour	$ 11.17
383	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers - TOW 2 1 6			NA		hour	$ 2.88
384	8711.1	Sewer Camera Inspection Truck	ewer Inspection Trucks, Reefer/Refrigerated Truck, Cutaway-Cube Van - E450					hour	$ 16.71
385	8711.2	Sewer Inspection Camera	Aries Pathfinder System Control Center, Work Station					hour	$ 98.03
386	8712	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 123 Sewer Jetter (12 GPM @ 3000 PSI)	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons Engine: 24 hp 690 cc Gas Hose Reel: 3/8" Hose, 250' Capacity Axle: 3,500lbs (single axle trailer)	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons	24		hour	$ 19.58
387	8713	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 254 Sewer Jetter (25 GPM @ 4000 PSI)	Tank Capacity: 300-600 gallons Pump: 25 GPM @ 4000 PSI Engine: 74hp Tier IV Turbo Diesel Engine Hose Reel: 5/8" Hose, 500' Capacity Axle: 7,000lbs	Pump: 25 GPM @ 4000 PSI Tank Capacity: 300-600 gallons	74		hour	$ 25.32
388	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water			74		hour	$ 29.07
389	8714.1	Vector Combine Vaccum Truck	International 7500 Vactor 2100 Plus Hydro Excavation Vacuum T	12 CY Debris Tank 8" Suction Hose	13 CY Debris Tank 8" Suction Hose	310		hour	$ 99.66
390	8714.2	Combined Sewer Cleaning		1500 gal Water	1500 gal Water	N/A		hour	$ 23.75
391	8714.3	Combined Sewer Cleaning		500-1500 gals	500-1500 gals	N/A		hour	$ 16.44
392	8714.4	Combined Sewer Cleaning (Accessory	Miscellaneous SH-4/25	4-IN	4-IN	0	50-FT of 4-IN hoses @$0.60/Hour for Vac Truck	hour	$ 0.27
393	8715	Truck, Hydro Vac	500-gal debris tank;			N/A		hour	$ 21.27
394	8716	Leaf Vac	XtremeVac DCL800SM Series Leaf Loader Truck Mounted	Aux Engine is a 74 HP John Deere T4F Diesel Engine. Engine Remote Oil Drain. DCL Bottom Exhaust for Box. Wireless CAN Bridge Between Cab and HL Body. 28" Suction impeller with (6) 3/8" Thick T-1 Steel Blades, 3 Groove Power Band Belt Driven, 40 Gallon Poly Fuel Tank. Electronic Engine Controls with Safety Shut Downs. 13" Clutch Assembly with 2.25" PTO Shaft and Safety Engagement. 16" x 144" Urethane Suction Hose with Steel Nozzle. 1/4" Thick Skid Deck with Channel Members on Ends.	25 CY	N/A	2024 ODB DCL800SM25HL	hour	$ 64.60
395	8719	Litter Picker	Miscellaneous TRAC MOUNT ENG DRIV	Broom Length 72.0 in		18		hour	$ 8.27
396	8720	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	7-CY	7-CY	330		hour	$ 55.28

397	8721	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	9-CY	9-CY	350		hour	$ 100.63
398	8722	Truck, Dump	2025 FREIGHTLINER BUSINESS CLASS M2 106 PLUS	12-CY	12-CY	350		hour	$ 120.74
399	8723	Truck, Dump	2025 FREIGHTLINER 108SD	14-CY	14-CY	470		hour	$ 122.94
400	8724	Truck, Dump	2025 FREIGHTLINER 114SD PLUS	18 CY	18 CY	525		Hour	$ 147.99
401	8730	Truck, Garbage				255		Hour	$ 62.97
402	8731	Truck, Garbage				325		Hour	$ 69.44
403	8733	E=BAM Services						Hour	$ 3.60
404	8734	Attentuator, Safety	Scorpion II® TMA Truck Mounted Attenuator	Weight1,975 lbs (900kg)LengthTravel/Storage 2' 5" (.74 m)Deployed 12' 10" (3.93 m)Width8' (2.45 m)HeightTravel/Storage 10' 6" (3.05 m)Deployed 12" ± 1" (305 mm ± 24.4 mm)				Hour	$ 4.53
405	8735	Truck, Attenuator	2025 MACK MD6	2025 Mack MD64 with Curry Supply Crash Attenuator Body. Truck equipped with Cummins ISB6.7 300HP, Allison 2500 RDS Automatic 6speed Transmission.		300		Hour	$ 4.90
406	8736	Truck, Tow	ER Rollback Tow Truck, Roll Off Truck, Flatbed Truck - BUSINESS C	FLOOR CAPACITY – 20,000LBS WINCH CAPACITY – 15,000LBS TOW BAR LIFT – 8,000LBS	GVW TOTAL – 33,000LBS	350		Hour	$ 51.83
407	8744	Van, Custom	2025 Sprinter Cab Chassis	Payload Capacity:6,345 to 7,418 lbs Seating Capacity:2-3 Max Available GVWR:11,030 lbs Base Curb Weight:4,685 lbs Max Available GCWR:15,249 lbs Max Towing:7,500 lbs [1]	Wheelbase:170 in	211		Hour	$ 33.29
408	8745	Van. Cargo	2025 Sprinter Cargo Van	Payload Capacity:6,250 lbs Seating Capacity:2-3 Cargo Volume:469 cu ft Max Available GVWR:12,125 lbs Max Towing:7,500 lbs	170" Extended Wheelbase High Roof	211		Hour	$ 35.13
409	8747	Van, Passenger	2025 Sprinter Passenger Van	Payload Capacity:3,109 lbs Seating Capacity:15 Cargo Volume:117 cu ft Max Available GVWR:9,480 lbs	15 Passenger	211		Hour	$ 27.90
410	8748	Van, Small Cargo	2025 Metris Cargo Van	Payload Capacity:2,150 lbs Seating Capacity:2 Towing Capacity:5,000 lbs [1] Cargo Volume:199.2	Wheelbase:135 in	208		Hour	$ 23.42
411	8749	Van, Small Passenger	2025 Metris Passenger Van	Payload Capacity:1,720 lbs Seating Capacity:8 Cargo Volume:37.43 Cu. Ft	8 Passenger	208		Hour	$ 23.86
412	8750	Vehicle, Small						Hour	$ 8.22
413	8753	Vehicle, Recreational						Hour	$ 5.13
414	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver			430		Hour	$ 82.69
415	8755	Golf Cart						Hour	$ 6.68
416	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-In-Head			2	Added from EW	Hour	$ 1.79
417	8770	Welder, Portable	Miller Bobcat 230 (Kohler) Engine Driven Welder 907824	Output Range DC stick 20–230 A MIG/flux-cored 14–25 V Auxiliary Power Output Rated at 104°F (40°C) 11,000 watts peak, 9,500 watts continuous				Hour	$ 5.33
418	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		33	33	Added from EW	Hour	$ 10.98
419	8772	Welder, Portable	Miller Big Blue 600 Pro (Kubota) Deluxe w/ArcReach 907737001	Output Range DC stick/TIG 20–600 A DC MIG/FCAW 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	$ 19.79
420	8773	Welder, Portable	er Big Blue 800 Duo Air Pak (Deutz) Diesel Welder w/WIC & ArcRe	Output Range Single weld mode CC: 40–800 A, CV: 15–50 V Dual weld mode CC: 20–400 A, CV: 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	$ 20.17
421	8780	Truck, Water	Miscellaneous DSL 4X2 2500		2500	150	Added from EW	Hour	$ 35.05
422	8781	Truck, Water	Miscellaneous 8B2 DSL 6X4 4000 (disc. 1994)		4000	250	Added from EW	Hour	$ 53.72
423	8789	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 PLUS 4X2		26,001 - 33,000 pounds	to 350		Hour	$ 75.13
424	8790	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 6X4		33,001 to 52,000 pounds	to 450		Hour	$ 91.10
425	8793	Truck	Ford F-450 Cutaway Truck (disc. 2018)		390	390	Added from EW for 2022	Hour	$ 66.13
426	8794	Truck, Freight	Dodge Ram Chassis 5500		275	275	Added from EW for 2022	Hour	$ 27.84
427	8795	Truck, backhoe carrier	Miscellaneous 4X2 25KGVW DSL		380	380	Added from EW for 2022	Hour	$ 34.28
428	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7					Hour	$ 36.72
429	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)			250		Hour	$ 54.34
430	8800	Truck, Pickup	Any Size Pick Up Per Mile cost					Mile	$ 0.70
431	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL			160	Added from EW	Hour	$ 17.51
432	8802	Truck, Pickup	4X2 1 195 CONV DSL			195	Added from EW	Hour	$ 17.45
433	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL			360	Added from EW	Hour	$ 27.82
434	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL			310	Added from EW	Hour	$ 29.09
435	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL			360	Added from EW. Was 300-HP.	Hour	$ 34.02
436	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL			160	Added from EW	Hour	$ 14.48
437	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS			285	Added from EW	Hour	$ 18.71

438	8808	Truck, Pickup	4X4 1 340 CREW DSL			340	Added from EW	Hour	$ 31.54
439	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS			360	Added from EW	Hour	$ 35.27
440	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS			362	Added from EW	Hour	$ 35.75
441	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS			362	Added from EW	Hour	$ 34.59
442	8822	Truck, Loader	2023 BARKO 495B	CSI 264 Ultra Delimber, 48" Rotobec Grapple, Pitts Hydraulic Trailer, Ground Saw Ready,				Hour	$ 75.83
443	8823	Chipper- Wood Recycler	2021 BANDIT 2460T BEAST RECYCLER			560		Hour	$ 186.25
444	8824	Skidder	John Deere 640L-II (2020)			237		Hour	$ 114.41
445	8825	Skidder	John Deere 948L-II (2020)			300		Hour	$ 136.80
446	8840	Truck, service						Hour	$ 46.29
447	8841	Truck, fuel	Miscellaneous 8B2 Gas 4X2 2000					Hour	$ 42.54
448	8842	Mobile Command Center Trailer						Hour	$ 182.51
449	8843	Mobile Command Center Vehicle	GVWR: 54600 lbs			up to 550		Hour	$ 333.86
450	8844	Mobile Communications Trailer	Multi-purpose Mobile Mast System	Tower trailer with generator, antena and station repeater.	Up to 60 foot height				$ 13.46
451	8870	Light Tower	Generac MLT4080 8kW Mobile LED Light Tower	25 FT	25 FT	to 13	Added from EW	Hour	$ 8.71
452	8871	Light Tower	Generac MLT4200 20kW Mobile Light Tower	25 FT	25 FT	to 40	Added from EW	Hour	$ 5.49
453	8872	Sand Bagger Machine	Ultimate Bagger Sandbag Filling Machine	1200 Bags per Hour Filling and Sealing	2 Cubic Yard Hopper			Hour	$ 42.95
454	8900	Helicopter	2018 Bell 407 GXI EMS- Ambulance	Ambulace				Hour	$ 2,795.22
455	8901	Helicopter	2018 Bell 407GXI	7 Place Corporate Interior (2) Crew & (5) Passengers	7 Place Corporate Interior (2) Crew & (5) Passengers			Hour	$ 1,958.83
456	8902	Helicopter	Leonardo/Agusta Westland AW169	1 person crew and can transport up to 8 passengers	1 person crew and can transport up to 8 passengers			Hour	$ 4,157.36
457	8903	Helicopter	Sikorsky S-92	2 person crew and can transport up to 22 passengers.	2 person crew and can transport up to 22 passengers.			Hour	$ 6,430.46
458	8904	Helicopter	Sikorsky S-70M Firehawk helicopter	1,000-gallon belly tank and other firefighting gear.	1,000-gallon belly tank and other firefighting gear.			Hour	$ 10,310.57
459	8906	Fixed wing	Cessna Turbo Stationair HD	Maximum Range 703 nm Maximum Cruise Speed 161 ktas Maximum Passengers 6 Maximum Range 703 NM	6 Passenger			Hour	$ 661.42
460	8907	Fixed wing	Cessna Caravan EX	Maximum Cruise Speed 186 ktas Maximum Passengers 10-14 Maximum Range 1,070 NM	10 to 14 Passengers			Hour	$ 1,530.01
461	8914	Fixed wing	Cessna SkyCourier (Passenger)	Maximum Cruise Speed 210 ktas Maximum Passengers 19 Maximum Range 920 NM	19 Passenger			Hour	$ 2,788.54
462	8915	Fixed wing	Bombardier Challenger 3500 (Jet)	Maximum Cruise Speed 882 KM/H Maximum Passengers 10 Maximum Range 3,400 NM	10 Passenger			Hour	$ 7,890.84
463	8916	Fixed wing	Bombardier Global 8000	Maximum Cruise Speed 940 KM/H Maximum Passengers 19 Maximum Range 8,000 NM	19 Passenger			Hour	$ 9,604.18
464	8943	Wire Puller Machine	UD-50 Underground Puller	Engine 8-10 Hp TBA Fuel Capacity 1.25 gallons Pulling Rope 3/8 in. dia. Steel Cable Reel Capacity 1,500 ft. (3/8 in. dia.) Skid Frame Construction Steel tubing, continuous-weld Wheel Configuration & Tires 14 x 5.5 Drop Center; ST205-75R 14BC Brakes, trailer Electric, Standard				Hour	$ 23.24
465	8944	Wire Tensioning Machine	HOGG DAVIS OLT-38 BULLWHEEL TENSIONER	Maximum Continuous Tension of 5,000 lbs @ 4 MPH Bullwheel Diameter 38in Reel Capacity 54in W x 90in D Maximum Reel Weight 8,000 lbs.				Hour	$ 18.33

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 ROADWAY AND DRAINAGE WORK

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Summit Operations, 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	Consultant
Department: Finance	ATTN: James A. Miller
ATTN: Procurement Manager	Title: President
Street: 313 Cree Meadows Drive	Street: PO Box 1460
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Alto, NM 88312-1460
Phone: 575-258-4343 Ext. 1082	Phone: 575-937-9762
Email: purchasing@ruidoso-nm.gov	Email: summitenterprises05@gmail.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 #2026-013P On-Call Roadway and Drainage Work 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 Village of 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 July 14, 2026, through July 13, 2027, 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:

James A. Miller

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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 regard 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:

Summit Operations, Inc.:

James A. Miller, President

Date:

ATTEST:
Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-013P On-Call Roadway and Drainage Work

The Offeror shall be experienced in performing one, some, or all of the following utility services. Services shall include, but not be limited to the following:

1) Perform installation and/or repairs of sewer main and appurtenance from 4" diameter to 54" diameter.
2) Perform installation and/or repairs of water main and appurtenances from 2" diameter to 24" diameter.
3) Install Line Stops for any of the Village's water mains from 2" diameter to 24" diameter.
4) Perform installation and/or repairs of pressure reducing valves and bypass.
5) Rebuild manholes and lift stations including by-pass pumping as conditions dictate.
6) Install and/ or rehabilitate manholes and lift stations including structure repair and protective coatings.
7) Perform installation and/or rehabilitation of fire hydrants.
8) Trenchless repair of sewer mains such as pipe bursting, liners and such.
9) Install valve insertions of the Village's water mains from 2" diameter to 24" diameter.
10) Perform installation and/or repairs of water service lines and water meters.
11) Qualified contractors would be required to replace roadway surface to previous condition after work is complete.
12) Qualified contractors would be required to provide own equipment and materials.
13) All materials and procedures shall meet EPA, NMED, AWWA, NM Public Works, and Village of Ruidoso specifications.
14) When services are required, qualified contractors would be requested to provide quotes of the services needed and their availability schedule.
15) The services required will be provided in writing by the Public Works Director or Public Works Assistant Director.
16) An agreement or acceptance of the quote will be executed in writing, and a Purchase Order will also serve as notice to proceed.
17) Any work order over $60,000 would be required to have New Mexico Labor Wage Rates current at the time of agreement or acceptance of the quote. Wage Decision shall be requested from the State by the Village of Ruidoso, and the contractor will be required to comply with State Labor Requirements.
18) Additional services as may be specified by the Village.
19) Qualified contractors would serve as prime contractors and may require subcontractors. All subcontractors must also be licensed, bonded, and insured as per standard protocol.

ORIGINAL

SUMMIT OPERATIONS INC

Septic Excavation

Debris Removal Hauling

(575) 937 - 3762

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: Summit Operations, Inc. **FEIN#** 86-3860357

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:
   Summit Operations, Inc
   PO Box 1460 Alto, NM 88312-1460

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

   Name James A. Miller
   Title President
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 937 - 3762

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

   Name James A. Miller
   Title President
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 935 - 3762

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

   Name Stacy Shackelford / Mackenzy Simpson
   Title Office Managment
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 635 - 6852 / (915) 472 - 2944

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:

Re: See attached sheet

(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. __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.)

June 8, 2026
Date

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PROPOSAL SUMMARY

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

SUMMARY & PROPOSAL OVERVIEW

RFP #2026-013P: On-Call Roadway and Drainage Work

The Summit Advantage:

Summit Operations, Inc. is a local, Alto-based prime contractor uniquely equipped to serve as a seamless, turnkey extension of the Village of Ruidoso Public Works Department. We specialize in managing complex mountain terrain, steep grades, and volatile watershed environments.
Summit provides 100% of our own modern equipment fleet and materials. We take single-point, absolute accountability as the Prime Contractor—delivering NMDOT-compliant engineering, strict environmental stewardship, and rigorous administrative compliance.

- **Immediate Local Mobilization:** Headquartered next door in Alto. We guarantee a 2-hour on-site field assessment and a 4-hour full crew deployment anywhere in Ruidoso, 24/7/365.
- **Proven Alpine Expertise:** Extensive experience stabilizing steep benched grades, managing severe flash flooding runoff, and executing post-fire watershed recovery within Lincoln County.
- **Protection of Public Funds:** Our administrative back-office provides audit-ready tracking that strictly aligns with FEMA, NRCS, and NMDOT grant reimbursement frameworks, ensuring the Village never risks losing its state or federal funding.

Core Capabilities & SOW Alignment

Summit is fully equipped to execute written municipal work orders from initial blueprints to final asset handover:

- **Civil Earthwork & Excavation:** Precision structural excavation, moisture-conditioned backfilling, subgrade stabilization, and OSHA-compliant slope excavations.
- **Roadway & Paving Operations:** Full-scale Road / trail construction, diamond-blade street cuts, blue-topping precision grading, cold milling, and localized asphalt paving.
- **Class A Structural Concrete:** Precision forming and pouring of heavy-duty 6-inch dowelled pavements, retaining walls, headwalls, curbs, and ADA-compliant sidewalks.
- **Drainage & Wet Utilities:** Clearing and installing storm culverts from 12" to 96" in diameter, heavy riprap placement, active bypass pumping, and urgent pressurized water/sewer main interventions.
- **Right-of-Way Electrical:** Installation and maintenance of street lighting, utility meter pedestals, and centralized control cabinets.

Proven Local Track Record

We don't just claim we can do the work—we have already successfully executed it in this exact environment:

- **South Fork / Salt Fire Emergency Watershed Protection:** Serving as the primary civil force for mass excavation, sediment extraction, and heavy erosion control structure installation (riprap, gabions, HESCO arrays) under strict federal NRCS oversight.
- **Blue 2 Fire Flood Mitigation & Road Access:** Constructed a massive matrix of retention and sediment basins along the active Bonito River and Bonito Lake corridors to protect downstream municipal assets.

- **WUI Lincoln County Buffer Zone Security:** Executed major right-of-way corridor clearing, heavy obstruction removal, and active mountain traffic control.

24/7/365 Emergency Readiness & Logistics

- **15-Minute Response Guarantee:** Our Designated Emergency Coordinator formally acknowledges all Village emergency calls within 15 minutes, instantly triggering crew staging.
- **Real-Time Cloud Diagnostics:** Field superintendents provide the Public Works Director with live updates, photographic staging logs, and logs of incoming heavy machinery.
- **Instant MUTCD Perimeter Security:** Our initial mobilization vehicles carry dedicated traffic control kits to instantly secure blind mountain curves and hills, protecting the public before excavation starts.
- **Supply Chain Resilience:** We maintain an Emergency Reserve yard inventory of 12" to 96" culverts, valves, and fittings, backed by binding 24/7 priority agreements with regional concrete and asphalt plants for midnight loading during municipal emergencies.

Uncompromising Project Controls & Compliance

- **Subcontractor Accountability:** 100% of our network is pre-vetted for New Mexico licensing, bonding, and insurance. All secondary forces adopt Summit's strict site safety protocols and comply with weekly Certified Payroll reporting and NMDWS Wage Decisions (for work orders exceeding $60,000).
- **Mountain Stewardship:** We protect the sensitive Rio Ruidoso ecosystem using layered erosion controls (straw wattles, erosion blankets), non-toxic biodegradable hydraulic fluids near water bodies, and daily haul-off of debris.
- **Turnkey Closeout Package:** We do not request final payment until the Public Works Director receives an unassailable audit trail including:
    1. **As-Built Drawings** (detailing final blue-top elevations and invert depths).
    2. **Certified Test Reports** (nuclear density compaction and concrete compressive strength passes).
    3. **Administrative Logs** (Form LWD-1 certified payroll sheets and material warranties).

Corporate Commitment

Summit Operations, Inc. submits this technical and commercial proposal in absolute alignment with the Village of Ruidoso's baseline requirements. We attach no standard corporate exclusions or alternative conditions. We stand ready to deploy our fleet immediately to protect, restore, and improve the Village's critical infrastructure.

James A. Miller – President | Summit Operations, Inc.
Summitenterprises05@gmail.com | (575) 937–3762

ADDITIONAL TERMS AND CONDITIONS

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575)937-3762

Summit Operations, INC.

UEI or **DUNS**: 105211888 **CAGE:** 9XW98
Physical Address: 117 State Highway 220, Alto NM
Mailing Address: P.O. Box 1460 Alto, NM 88312
Primary Contact: James Austin Miller **Title:** President
Phone Number: (575) 937 – 3762 **Email:** summitenterprises05@gmail.com

Statement of Additional Terms, Conditions, & Exceptions

Project Identification: On-Call Roadway and Drainage Work
RFP Number: RFP #2026-013P
Submission Date: June 22, 2026

TO:
Village of Ruidoso
Department: Finance
ATTN: Procurement Manager
Street: 313 Cree Meadows
City, State, Zip: Ruidoso, NM 88345
Phone: 575-258-4343 Ext. 1082
Email: purchasing@ruidoso-nm.gov

Summit Operations, Inc. hereby submits this formal declaration regarding the terms, conditions, and contractual provisions governing **RFP #2026-013P: On-Call Roadway and Drainage Work**.

The Offeror affirms the following statutory representations:

1. **No Additional Terms at Present**: Summit Operations, Inc. submits our technical proposal and commercial unit price schedule in complete alignment with the baseline requirements, general conditions, and special provisions set forth by the Village of Ruidoso Department of Finance in the original RFP solicitation and accompanying addenda. No additional corporate terms, standard commercial exclusions, or alternative conditions are attached to this proposal at this time.

2. **Reservation of Negotiation Rights**: This declaration is executed with the express understanding and provision that all terms, operational conditions, and unit rate

applications remain fully subject to review, mutual adjustment, and change during the formal contract negotiation period following a preliminary notice of award.

3. **Collaborative Finalization**: Summit Operations, Inc. reserves the right to introduce, modify, or negotiate specific terms, scheduling buffers, and standard liability provisions in good faith during the negotiation phase to safely accommodate the specific task order constraints and changing mountain site conditions requested by the Public Works Director.

Sincerely,

James A. Miller – President
Summit Operations, Inc.
Summitenterprises05@gmail.com | (575) 937 – 3762

EXPERIENCE AND PAST PERFORMANCE

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575)937-3762

Summit Operations, INC.

UEI or **DUNS**: 105211888 **CAGE:** 9XW98
Physical Address: 117 State Highway 220, Alto NM
Mailing Address: P.O. Box 1460 Alto, NM 88312
Primary Contact: James Austin Miller **Title:** President
Phone Number: (575) 937 – 3762 **Email:** summitenterprises05@gmail.com

Experience and Past Performance

RFP #2026-013P: On-Call Roadway and Drainage Work

1. Core Competencies & Task Mapping

Summit Operations, Inc. is a local, Alto-based prime contractor with deep, specialized experience managing civil earthwork, drainage infrastructure, roadway restoration, and emergency watershed protection within the rugged geography of Lincoln County and the Sacramento Mountains. We provide 100% of our own modern equipment fleet and materials to deliver NMDOT-compliant results under both standard work order schedules and urgent emergency conditions.

- **Roadway & Site Civil Operations**: Full-scale excavation, sub-excavation, structural backfill, multi-lift mechanical compaction, and subgrade preparation/stabilization
- **Drainage & Erosion Infrastructure**: Advanced installation and clearing of drainage culverts (12" to 96" diameter), end sections, bands, heavy riprap placement, and gabion/HESCO barrier staging.
- **Structural Concrete & Welding**: Precision forming, reinforcing, and pouring of Class A structural footings, retaining walls, drainage headwalls, curbs, gutters, and 4-inch to 6-inch concrete pavements, alongside on-site certified structural welding.
- **Task Authorizations & Administrative Rigor**: Seamless management of written municipal work orders, NMDWS Certified Payroll for projects exceeding $60,000, and comprehensive closeout documentation optimized for state and federal (FEMA, NRCS) grant reimbursement.

NAICS / PSC Codes:

562910 – Remediation Services	**237110** – Water and Sewer Line and Related Structures Construction
562119 – Other Waste Collection	**238910** – Site Preparation Contractors
624230 – Emergency & Other Relief Services	**562991** – Septic Tank and Related Services
561730 – Landscaping Services	**562111** - Solid Waste Collection
484220 – Specialized Freight	**562998** - All Other Miscellaneous Waste Management Services

2. Relevant Corporate Differentiators for the Village of Ruidoso

- **Immediate Local Proximity**: Headquartered in Alto, Summit offers the Village of Ruidoso true local mobilization, delivering a 2-hour field assessment and a guaranteed 4-hour full crew deployment.
- **Severe Mountain Terrain Capability**: Proven track record operating on steep slopes, benched grades, and volatile alpine soils vulnerable to severe flash flooding and seasonal mountain runoff.
- **Audit-Ready Grant Support**: Direct experience coordinating with federal and state tracking frameworks (NRCS, DRC, FEMA), ensuring all material certifications, compaction test passes, and daily logs protect the Village's funding streams.

3. Past Performance Chronology (Linear Performance Summary)

- **2023** | Retention pond construction, extensive deep sediment pond excavations, and civil haul-off operations along active mountain channels.
- **2024** | Widespread flash-flood mitigation, mountain erosion control, emergency slope stabilization, fire-damage structural demolition, and debris clearing.

- **2025** | Post-fire watershed flood recovery, structural river channel and grade repairs, sediment extraction, and continuous HESCO/Gabion basket infrastructure installation across South Fork and Salt Fire zones.

- **2026** | Large-scale post-fire recovery, civil site restoration, heavy riprap placement, NMDOT-spec structural concrete installations, and mountain right-of-way corridor clearing.

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4. Detailed Project Profiles (Demonstrated Performance)

Project 1: South Fork / Salt Fire Emergency Watershed Protection & Drainage Project

- **Client / Agency**: RM Environmental Services, LLC / NRCS Emergency Framework
- **Contract Value**: $7,553,265.89
- **Period of Performance**: October 2024 – Present
- **Point of Contact**: Jady King (817-983-3558 / jady@rmeservices.com)
- **Scope of Work Mapping**:
  Summit Operations, Inc. serves as a primary civil force executing critical emergency watershed protection, drainage stabilization, and infrastructure recovery across severe post-fire flood impact zones. Scope includes mass excavation, sub-excavation, and complex sediment extraction from choked drainage paths and public rights-of-way. Summit successfully managed the installation of large-scale erosion structures, including heavy rock riprap placement, specialized gabion basket assemblies, and emergency HESCO barrier arrays to protect public roads and downstream municipal structures from severe runoff scouring. Operations involve precise slope and bench excavations, building and managing temporary earth-retention systems, and executing structural backfill, compaction, and subgrade stabilization to restore failed grades to pre-disaster conditions or better.
- **Relevance to RFP #2026-013P**: Demonstrates our capability to rapidly deploy millions of dollars in heavy civil equipment, manage complex structural earthwork, stabilize mountain slopes, and install heavy-duty drainage infrastructure in compliance with strict public agency oversight.

Project 2: Flood Mitigation, Sediment Basin Construction, and Roadway Access Restoration

- **Client / Agency**: NRCS / MP Chavez, LLC (Blue 2 Fire Recovery)
- **Period of Performance**: Summer 2023 – 2024
- **Scope of Work Mapping**:
  Following severe wildfire activity, Summit was deployed to design and construct a matrix of large retention and sediment basins along the active channels of the Bonito River and

Bonito Lake corridors. Operations required rapid mobilization, land clearing, structural trenching, and massive earthwork excavations on volatile slopes. Summit executed precision subgrade preparation and compaction testing to stabilize failing soils, reshaped grade cross-sections according to design blueprints, and successfully restored damaged mountain roadways and public access points. All drainage clearings, structural grading, and road restoration layers were strictly executed to protect downstream municipal assets from catastrophic sediment transport and flash runoff.

- **Relevance to RFP #2026-013P**: Directly models the exact on-call requirements of this RFP: executing precise grading from blueprints, managing complex mountain slope excavations, clearing structural obstructions from active waterways, and performing turnkey roadway restoration.

Project 3: Post-Fire Civil Staging, Grade Repair, and Federal Program Compliance

- **Client / Agency**: Natural Resources Conservation Service (NRCS) & Disaster Recovery Center (DRC) Programs
- **Period of Performance**: Fall 2024 – Ongoing
- **Point of Contact**: MP Chavez LLC
- **Scope of Work Mapping**:
  Summit executes ongoing turnkey dirt work, structural channel stabilization, and critical hydraulic grade repairs within heavily impacted post-fire flood corridors. This contract demands absolute administrative and field precision, including executing site-stabilization backfills, moisture-conditioning soils, and achieving strict density percentages via nuclear compaction testing on multi-lift fills. A core element of this contract is absolute compliance with federal and state documentation and inspection standards. Summit's administrative back-office systematically tracks all material sheets, equipment run logs, and labor classifications to ensure all data is fully auditable and directly supports the agency's grant reimbursement pipelines.
- **Relevance to RFP #2026-013P**: Proves Summit's ability to satisfy the administrative side of the Village's contract. We successfully operate within rigid government recovery frameworks, manage certified documentation, and execute civil work orders that easily pass public audits.

Project 4: Ruidoso WUI Lincoln County Buffer Zone Infrastructure Security

- **Client / Agency**: Southwest Contracting & Associates, LLC
- **Contract Value**: $216,432.50
- **Period of Performance**: December 2025 – Present
- **Point of Contact**: Cody Wilson (575-937-2724 / cody.wilson@swcontracting.net)
- **Scope of Work Mapping**:
  Summit is executing comprehensive wildland-urban interface (WUI) corridor clearing, tree thinning, and structure protection across designated Lincoln County sectors. This contract highlights our ability to safely manage major clearing operations, extract massive

structural and organic obstructions from active right-of-ways, and maintain safe transit zones via proactive traffic control management on winding mountain segments.

- **Relevance to RFP #2026-013P**: Highlights Summit's ability to maintain a safe, highly organized workspace while removing heavy roadway obstructions and managing public transit corridors under active Prime Contractor accountability.

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5. Strategic Teaming & Subcontractor Prequalification

As a licensed and bonded Prime Contractor, Summit Operations, Inc. maintains established Master Service Agreements with a deep network of local, regional, and highly specialized utility vendors. To ensure absolute compliance with Village of Ruidoso protocols, all subcontractors utilized under this agreement are vetted through a rigorous prequalification process:

1. **Verification**: 100% confirmation of valid New Mexico licensing, bonding, and liability insurance coverage before deployment.

2. **Safety & Labor Integration**: Subcontractors must adopt Summit's strict site safety procedures and comply fully with weekly Certified Payroll reporting and NMDWS Wage Decisions.

3. **Unified Management**: Summit retains single-point operational and financial accountability for all secondary forces, ensuring flawless, cohesive execution on every single work order.

TECHNICAL APPROACH AND UNDERSTANDING OF SCOPE

RFP: # 2026-013P

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Technical Approach and Understanding of Scope

RFP #2026-013P: On-Call Roadway and Drainage Work

Section 1: Summary of Understanding

Summit Operations, Inc. understands that the Village of Ruidoso's On-Call Roadway and Drainage Work (RFP# 2026-013P) requires a prime contractor capable of managing complex mountain terrain, steep grades, and volatile seasonal runoff. We recognize that this is a readiness contract where Summit will act as a seamless extension of Village Public Works, providing turnkey management from the initial written quote to final NMDOT-compliant project closeout.

As outlined in the scope, Summit will maintain absolute accountability as the **Prime Contractor**. We will provide 100% of our own heavy equipment, tools, and materials, ensuring all procedures strictly meet New Mexico Department of Transportation (NMDOT) and Village of Ruidoso specifications. We are fully prepared to enforce administrative and labor compliance, including managing certified payroll under New Mexico Wage Decisions for any work order exceeding $60,000.

Section 2: Detailed Technical Methodology & Task Mapping

2.1. Task Authorization, Mobilization, and Project Management

- **Written Authorization & PO Workflow:** Summit operates strictly under formal municipal protocols. When services are required, requests will be received in writing from the Public Works Director or Assistant Director. Summit will immediately evaluate the site and provide a comprehensive, transparent written quote alongside a definitive Availability Schedule. No work will commence until a formal Purchase Order and written Notice to Proceed are executed.
- **Full-Scale Mobilization**: Summit includes mobilization within all proposals and estimates. Our mobilization protocols ensure that the correct configuration of personnel, support vehicles, safety gear, and heavy machinery are deployed efficiently to the job site without causing administrative delays to the Village.
- **Administrative and Labor Compliance**: For all work orders exceeding $60,000, Summit's compliance team integrates the state-issued Wage Decision into our payroll systems. As Prime Contractor, we ensure that Summit personnel and any licensed, bonded, and insured subcontractors comply fully with New Mexico State Labor Requirements and standard municipal insurance protocols.

2.2. Civil Earthwork, Subgrade Stabilization, and Excavation

- **Structural Excavation & Recompacting**: For major structures, foundations, and heavy utility lines, Summit performs precise excavation, sub-excavation, backfilling, and mechanical recompacting. We focus heavily on moisture-conditioning soil to eliminate voids and guarantee long-term load-bearing capacity.

- **Subgrade Preparation & Stabilization**: To address Ruidoso's unstable mountain soils and freeze-thaw cycles, we execute rigorous subgrade preparation. Unstable subgrade soils are stabilized mechanically or through engineered fill. Summit mandates that all completed subgrades pass formal nuclear density testing before any surface layers are applied.
- **Slope, Bench, & Retaining Excavations**: Working on steep alpine grades, Summit safely executes specialized slope and bench excavations. This includes the engineering, construction, and systematic removal of temporary retaining walls. All earth-retention activities strictly adhere to OSHA excavation standards to prevent cave-ins and protect adjacent infrastructure.
- **Site Clearing & Obstruction Removal**: Summit rapidly deploys heavy equipment to remove structures, debris, environmental washouts, and unexpected obstructions located within public roadways, active waterways, and miscellaneous Village properties, restoring safe transit and natural hydraulic flow.

2.3. Roadway Construction, Milling, and Asphalt Restoration

- **Roadway & Trail Construction**: Summit delivers full-scale construction, rehabilitation, and preventative maintenance for municipal roads, asphalt pavement, multi-use trail sections, and public parking lots. Our methods prioritize proper grading to shed water and resist heavy traffic loads.
- **Street Cuts & Surface Restoration**: When utility repairs require breaching the pavement, Summit executes clean street cuts using diamond-blade saw-cutting. We restore the road surface to its previous condition or better, eliminating the risk of trench settling or pavement unravelling.
- **Blue-Topping & Blueprint Execution**: For precision grading, our surveyors and grade-checkers establish "blue top" grade stakes. We reshape sub-base and base course layers in exact accordance with blueprints, engineered plan profiles, and design cross-sections.
- **Cold Milling Operations**: We perform both major and minor cold milling operations to remove deteriorated asphalt profiles, establish correct cross-slopes, and prep roads for overlay. In strict compliance with SOW guidelines, Summit will coordinate directly with the Village Public Works department regarding the transport, handling, and stockpiling of all leftover RAP (reclaimed asphalt pavement) material.
- **Miscellaneous Paving**: Summit maintains the operational agility to execute specialized, small-to-mid scale miscellaneous paving jobs, including localized utility patches, intersection radiuses, turnouts, and emergency asphalt repairs.

2.4. Comprehensive Structural Concrete

- **6-Inch Dowelled Pavement**: For heavy-duty traffic areas, approaches, and lanes, Summit forms and pours 6-inch concrete pavement. We replace concrete "in kind," integrating heavy-duty dowel bars at expansion joints for load transfer and structural wire mesh reinforcement to prevent cracking and shifting.
- **Class A Structural Concrete**: We form and pour NMDOT Class A structural concrete for critical municipal infrastructure. This includes structural footings, permanent concrete retaining walls, drainage headers, wingwalls, and custom cast-in-place structures.

- **Curb, Gutter, & 4-Inch Sidewalks**: For pedestrian corridors, Summit handles the precise forming, shaping, and pouring of standard curb and gutter systems alongside NMDOT-compliant 4-inch concrete sidewalks, ensuring proper cross-slopes for ADA compliance.
- **Flowable Fill Stabilization**: In areas with tight geometries, high erosion risk, or unstable slopes where mechanical compaction is impossible, Summit utilizes engineered flowable fill (controlled low-strength material) to achieve instant, self-leveling slope stabilization and subterranean void filling.

2.5. Drainage, Stormwater, and Specialty Utilities

- **Stormwater Infrastructure & Riprap**: To protect the Village from heavy seasonal runoff, Summit installs and repairs complete stormwater drainage systems. This includes placing heavy riprap for energy dissipation, executing localized bridge repairs, and installing safety guardrails, municipal sidewalks, traffic signage, and durable pavement markings.
- **Large-Diameter Culvert Installations**: Summit is highly experienced in the excavation, clearing, and installation of storm culverts ranging from small **12" diameters up to massive 96" diameter interceptors**. Our installations include the proper alignment of corrugated metal or concrete pipe sections, secure bands, and engineered end sections/headwalls to prevent piping and erosion around the culvert barrel.
- **Street Lighting & Electrical Infrastructure**: Summit handles electrical utility work related to municipal rights-of-way. This includes the safe installation and maintenance of street light fixtures, electrical service risers, utility meter pedestals, and centralized light control cabinets.
- **Miscellaneous Railing & Welding**: To secure public pathways, stairs, and retaining walls, Summit provides certified on-site structural welding. We fabricate, install, and repair durable metal safety railings along sidewalks, stairs, and pedestrian bridges.

2.6. Traffic Control Management

- **MUTCD Traffic Management**: Public and worker safety is paramount on Ruidoso's winding mountain corridors. Summit provides comprehensive major and minor traffic control management. All work zones are designed and executed using NMDOT and MUTCD-compliant traffic control devices, including advanced warning signs, Type III barricades, channelizing cones, and certified flaggers to maintain safe, steady traffic flow.

Section 3: Emergency Response Capability and Mobilization

3.1. 24/7/365 Emergency Command Structure and Communications

Summit Operations, Inc. treats emergency response not as an interruption, but as a core capability. We understand that in a mountain environment like the Village of Ruidoso, infrastructure emergencies—such as severe road washouts, culvert failures, or collapsed slopes—require immediate command and clear communication to protect public safety and prevent environmental damage.

- **Dedicated 24/7 Dispatch**: Summit maintains a year-round, round-the-clock emergency dispatch system. Upon award, the Village of Ruidoso Public Works Director, Assistant

Director, and emergency personnel will be provided with a dedicated priority contact list for immediate, 24/7 response.

- **15-Minute Protocol Acknowledgement**: When an emergency call is placed by the Village, Summit's Designated Emergency Coordinator will formally acknowledge the request within 15 minutes, triggering the immediate staging of our on-call supervisors and logistics team.
- **Real-Time Field Reporting**: Our field superintendents utilize cloud-based project management software to provide the Public Works Director with real-time digital updates, live tracking of incoming heavy machinery, and photographic documentation directly from the site.

3.2. Guaranteed Rapid Mobilization and Response Times

Summit's logistical readiness ensures that we meet the tightest time-sensitive windows when the Village's roadway and drainage infrastructure is compromised.

- **2-Hour Site Assessment**: Within 2 hours of the initial notification, a Summit Project Manager or Superintendent will be physically on-site in Ruidoso to assess safety risks, coordinate with NM811 for emergency utility markings, evaluate structural damage, and outline the initial stabilization strategy.
- **4-Hour Full Crew Deployment**: Fully manned, cross-trained civil repair crews will mobilize from our yard and arrive at the designated Ruidoso site within 4 hours for standard emergency repairs, and faster for critical thoroughfare blockages.
- **Immediate Traffic Control Safety**: Because Ruidoso's mountain roads feature steep grades and limited visibility, our initial mobilization vehicles carry standard MUTCD-compliant traffic control devices. We secure the perimeter and establish safe pedestrian/vehicular detours the moment we arrive, protecting the public before excavation begins.

3.3. Scaling Operations and Force Multipliers

A true emergency can quickly expand from an isolated culvert blockage to a widespread infrastructure crisis. Summit is built to scale operations seamlessly under pressure.

- **Deep Personnel Bench**: We maintain a robust roster of cross-trained personnel, including certified heavy equipment operators, utility laborers, certified structural welders, and safety officers. Summit can scale from a single repair crew to multiple 12-hour shift teams to provide **24-hour continuous operations**.
- **Cross-Training and Certification**: Every field crew member is rigorously trained and certified in OSHA trench safety, heavy machinery operation, and slope stability.
- **Fatigue Management**: To maintain our strict safety standards during prolonged multi-day emergencies, Summit enforces a strict Fatigue Management Plan. This ensures fresh, alert crews are rotated into the field systematically.

3.4. Dedicated Emergency Equipment Fleet

Summit owns, maintains, and operates a heavy equipment fleet that is kept in a continuous state of operational readiness. We do not rely on third-party rental companies to respond to an emergency call. Our dedicated fleet includes:

- **Excavation & Earthmoving**: Tracked and wheeled excavators, backhoes, and skid steers equipped for rapid asphalt saw-cutting, sub-excavation, and large-diameter culvert placement.
- **Milling & Paving Equipment**: Cold milling machinery and paving units for instant road surface patching.
- **Shoring & Earth Retention**: OSHA-compliant trench shields, hydraulic shoring systems, and heavy steel road plates to safely secure open cuts in public right-of-ways overnight.
- **Mobile Support Units**: Service trucks equipped with autonomous emergency night-lighting towers, pneumatic tools, welding units, and onboard power generation.

3.5. Material Readiness and Priority Supply Chain

A rapid response is useless without the materials to fix the problem. Summit eliminates supply chain delays through proactive stockpiling and vendor agreements.

- **Stockpiled Yard Inventory**: At our central yard, Summit maintains an "Emergency Reserve" inventory of high-demand infrastructure components, including standard 12" to 96" corrugated metal and HDPE culverts, bands, end sections, and structural steel reinforcement.
- **24/7 Supplier Agreements**: Summit holds priority-service agreements with regional aggregate yards, Class A structural concrete plants, and hot-mix asphalt operations. These partners guarantee Summit 24/7 yard access and material loading during a declared municipal emergency.

Section 4: Environmental Compliance & Mountain Stewardship

Summit Operations, Inc. recognizes that working within the Village of Ruidoso requires a higher tier of environmental stewardship due to the sensitive alpine ecosystem, steep topography, and proximity to protected waterways like the Rio Ruidoso.

- **Advanced Erosion Control & SWPPP**: Given Ruidoso's steep grades, standard silt fences are often insufficient. We utilize a "layered" BMP (Best Management Practice) approach, including straw wattles, erosion control blankets on benched slopes, and stabilized construction entrances to prevent sediment "track-out" onto Village roads.
- **Waterway and Culvert Protection**: During the cleaning, removal, or installation of culverts up to 96", we implement strict "buffer zone" protocols. This includes utilizing non-toxic, biodegradable hydraulic fluids in equipment working near open water and implementing portable wash-out stations to ensure zero concrete or slurry enters the storm system.
- **Dewatering & Sediment Management**: For excavations in high-groundwater areas or near drainage systems, we utilize sediment filtration bags to ensure that pumped water is fully treated for sediment before being discharged back into the local ecosystem, adhering strictly to NMED standards.
- **Waste & Scrap Handling**: All milled asphalt, organic clearing debris, and excavated spoils that cannot be reused as backfill are systematically hauled to approved disposal sites. We

maintain a strict "Clean Site" policy—trash and structural debris are removed daily to protect local wildlife and maintain Village aesthetics.

Section 5: Quality Control & Acceptance Measures

Our Quality Control (QC) program is designed to provide the Village with auditable proof that every task—from a simple sidewalk pour to a major structural subgrade—meets or exceeds technical specifications before a Work Order is formally closed out.

- **Material Certification**: Every batch of Class A concrete, hot-mix asphalt, steel rebar, and drainage culvert is cross-referenced against NMDOT approved product lists. We provide material certifications and cut sheets to the Public Works Director prior to placement.
- **Rigorous In-Situ Testing**:
    - **Subgrade & Backfill Compaction**: In strict compliance with SOW requirements, all subgrade preparations and structural backfills undergo nuclear density testing to ensure they pass mandated Proctor densities before paving.
    - **Concrete Testing**: For all 6-inch pavement and Class A structural pours, we perform slump, air-entrainment, and compressive strength cylinder testing to guarantee structural longevity.
- **The Turnkey Closeout Package**: Upon completion, Summit delivers a comprehensive closeout folder for the work order to the Public Works Director, containing:
    - As-Built Drawings (detailing final blue-top elevations, invert depths, and alignments).
    - Certified Density and Concrete Compressive Strength Test Reports.
    - Material Warranties and Leftover RAP Handling Logs.

Section 6: Conclusion

Summit Operations, Inc. is prepared to provide the Village of Ruidoso with a turnkey, highly responsive partnership for all on-call roadway and drainage needs. Our approach combines technical precision with a deep respect for the Village's unique environmental and geographic requirements. By utilizing a "standards-driven" methodology—from structural concrete to NMDOT-grade roadway restoration—we ensure that every work order we execute is durable, compliant, and delivered with minimal disruption to the community.

We own the equipment, employ the expertise, and maintain the administrative rigor required to manage New Mexico Wage Decisions and complex environmental standards. Summit stands ready to respond to the Public Works Director's requests, provide transparent and competitive quotes, and mobilize immediately to protect and improve the Village's critical infrastructure. We look forward to the opportunity to serve the Village of Ruidoso as a trusted Prime Contractor.

EMERGENCY RESPONSE AND CAPIBILITY

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Emergency Response Capability and Mobilization

RFP #2026-013P: On-Call Roadway and Drainage Work

SECTION 1: 24/7/365 Emergency Command Structure & Communication Channels

Summit Operations, Inc. treats emergency response as an absolute priority. In a mountain environment like Ruidoso—where severe weather, steep terrain, and flash flooding can rapidly wash out roads, cause slope failure, or rupture water and sewer lines—unclear communication introduces dangerous delays. Summit eliminates this risk through a rigid, proactive command structure.

- **Direct 24/7 Priority Hotlines**: Upon contract execution, the Village of Ruidoso Public Works Director, Assistant Director, and key emergency personnel will be issued a tiered emergency contact sheet. This includes direct cell numbers for Summit's Executive Team, Field Superintendents, and Logistics Managers. We are reachable 24 hours a day, 7 days a week, 365 days a year, including holidays and weekends.
- **15-Minute Protocol Acknowledgement**: The moment an emergency request is transmitted in writing or via telephone by the Village, Summit's Designated Emergency Coordinator will formally acknowledge the call within **15 minutes**. This immediate response alerts our on-call supervisors and puts our equipment transport operators on high alert.
- **Real-Time Cloud Diagnostics**: To keep Village leadership informed during fluid, fast-moving situations, our field personnel utilize cloud-based project management software. While on-site, our team delivers continuous digital updates directly to the Public Works Director, including live GPS tracking of incoming machinery, immediate material availability status, and high-resolution photographic staging logs of the emergency zone.

SECTION 2: Guaranteed Rapid Mobilization and Field Response Times

Summit's logistical readiness and geographic positioning allow us to guarantee aggressive, time-sensitive arrival windows to protect the public right-of-way and minimize service outages.

- **2-Hour Site Assessment**: Within **2 hours** of the initial call, a Summit Project Manager or Superintendent will be physically on-site in Ruidoso. This individual's primary objective is to isolate safety hazards, perform an immediate structural evaluation, initiate the emergency NM811 utility locate process, and coordinate with Public Works to establish a localized repair strategy.
- **4-Hour Full-Scale Crew Deployment**: Fully manned, cross-trained civil repair and utility crews will mobilize from our central yard and arrive at the designated Ruidoso location within **4 hours** of the initial alert. For life-safety or environmental hazards (such as active sewage spills or total road collapses), this deployment is fast-tracked.
- **Instant MUTCD Site Perimeter Security [SOW #4]**: Because Ruidoso's mountain roads feature tight curves, blind hills, and variable visibility, public safety is our first action. Our

initial mobilization vehicles carry dedicated traffic control kits. The moment Summit personnel arrive; we establish proper MUTCD-compliant perimeter security—including advanced warning signs, reflective cones, and Type III barricades—safeguarding vehicular and pedestrian traffic before a single machine begins to excavate.

SECTION 3: Scalability of Personnel and Operations

A localized emergency can quickly cascade into a multi-site crisis during a severe alpine storm. Summit's deep workforce bench is structured to scale up workforce numbers without exhausting our resources or sacrificing safety standards.

- **Roster of Cross-Trained Field Staff**: We maintain a robust in-house team of certified heavy equipment operators, utility pipefitters, commercial truck drivers, utility laborers, and certified structural welders. Our crews are cross-trained across disciplines, allowing them to shift seamlessly from deep excavation to precision grading or structural concrete reinforcement as the situation requires.
- **24-Hour Continuous Shift Staging**: For prolonged, multi-day emergency events, Summit splits our labor pool into rotating 12-hour operational shifts. This guarantees the Village a fresh, fully productive crew working **24 hours a day** until the infrastructure is restored.
- **Strict Worker Fatigue Management**: Working in extreme mountain conditions requires high physical awareness. Summit enforces a rigorous Fatigue Management Policy. Crew rotations, mandatory hydration buffers, and site safety checks are closely monitored by an assigned Competent Person, completely eliminating the high-risk errors associated with worker exhaustion.

SECTION 4: State of Readiness: Dedicated Heavy Equipment Fleet

Summit does not rely on commercial rental yards or third-party leasing agents to fulfill emergency requirements. We own, maintain, and operate a heavy-duty fleet kept in a continuous state of readiness for immediate trailering:

- **Earthmoving & Utility Excavation**: Tracked and wheeled excavators, backhoes, and high-flow skid steers optimized for rapid asphalt saw-cutting, deep trenching, structural sub-excavation, and rapid clearing of road/waterway obstructions.
- **Large Interceptor Handling & Lifting**: Heavy-duty wheel loaders and cranes equipped with certified rigging arrays specifically rated for handling and placing large-diameter storm culverts ranging up to **96" in diameter**.
- **Fluid Staging and Pumping Control**: High-volume trash pumps, high-capacity bypass pumping units, and specialized dewatering manifolds to rapidly capture and divert high-volume water mains or failing gravity sewer systems away from sensitive mountain habitats.
- **Autonomous Support and Staging Units**: Dedicated service trucks carrying heavy-duty diesel night-lighting towers, pneumatic air tooling arrays, field welding units, and onboard auxiliary power generators to enable continuous midnight operations.

- **Rigorous Preventive Fleet Inspections**: To ensure zero mechanical failure points during an urgent call-out, our mechanical staff executes an extensive weekly inspection protocol on all emergency-designated equipment, trailers, and fluid control assets.

SECTION 5: Proactive Material Stockpiling & Priority Supply Chain Agreements

Having personnel and machinery on-site is ineffective without immediate access to the permanent materials needed to build a resilient repair. Summit actively mitigates municipal supply-chain friction.

- **Stockpiled "Emergency Reserve" Yard Inventory**: Summit maintains a dedicated storage yard containing a continuous, baseline inventory of critical municipal infrastructure components. This includes a robust selection of mechanical repair clamps, standard PVC/DIP utility fittings, gate valves, and variable-diameter **12" to 96" corrugated metal and HDPE culverts, bands, and structural steel reinforcement**.
- **24/7 Priority Commercial Supply Agreements**: For highly specialized parts, high-volume NMDOT Class A structural concrete mixes, structural flowable fill, or hot-mix asphalt layers, Summit holds binding, pre-negotiated priority-service agreements with regional plants and quarries. These partners provide Summit with **24/7 yard opening and loading privileges** during a declared municipal emergency, completely bypassing standard operating hour constraints.

SECTION 6: Seamless Subcontractor Integration & Corporate Accountability

When highly specialized ancillary support tasks are required—such as horizontal directional drilling, localized utility line tapping, or advanced electrical controls remediation at municipal lift stations—Summit accesses our trusted network of pre-vetted specialty partners.

- **Active Master Service Agreements (MSAs)**: Summit maintains active, year-round MSAs with regional specialty subcontractors. This means contract language, baseline unit pricing, insurance parameters, and emergency responsibilities are fully locked in before an incident occurs.
- **Single-Point "Prime Contractor" Accountability**: Every subcontractor arriving at a Village of Ruidoso job site falls directly under Summit's single-point command, corporate safety umbrella, and strict quality control standards. Summit retains **100% accountability** for the timeline, safety, regulatory compliance, and execution quality of all secondary operations on site.

SECTION 7: Demonstrated Ability: Urgent Water and Sewer Infrastructure Repairs

Summit's emergency protocols are backed by field-proven expertise in resolving complex, time-sensitive wet infrastructure emergencies:

- **Pressurized Water System Interventions:** We are highly proficient in handling critical water main failures under intense time constraints. Our teams excel at deploying rapid line stops, mechanical tapping sleeves, and structural valve insertions on live mains. This allows us to isolate the damaged pipe and restore fire-suppression capability instantly, successfully avoiding community-wide depressurization or prolonged "Boil Water" notices.
- **Gravity Sewer and Storm Interceptor Collapses:** Deep-trench sewer and storm line failures require aggressive engineering. Summit rapidly deploys high-volume, fully redundant bypass pumping to maintain sewer system continuity and protect adjacent water bodies or storm channels. We then execute OSHA-compliant shoring, subgrade stabilization, structural backfill compaction, and rapid utility pipe or culvert structural replacement to return the area to normal operations.

COMPLIANCE, DOCUMENTATION, AND REIMBURSMENT SUPPORT

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575)937-3762

Compliance, Documentation, and Reimbursement Support

RFP #2026-013P: On-Call Roadway and Drainage Work

1. Regulatory Compliance Framework (NMDOT, NMED, and EPA)

Summit Operations, Inc. understands that municipal roadway and drainage projects within the Village of Ruidoso are heavily regulated by state and federal oversight bodies. Failure to strictly adhere to these compliance parameters can freeze funding and expose the Village to regulatory liabilities. Summit utilizes a proactive compliance framework to eliminate this risk entirely on every work order.

- **NMDOT Specifications Compliance**: All roadway construction, street cuts, subgrade stabilization, and structural asphalt/concrete patching executed by Summit strictly comply with the latest edition of the New Mexico Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction.
- **MUTCD Safety Enforcement [SOW #4]:** Every temporary traffic control zone is planned, executed, and supervised by a certified Traffic Control Supervisor in absolute compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and NMDOT Work Zone Safety guidelines.
- **Environmental & Water Quality Compliance**: Our operations protect Ruidoso's delicate alpine environment by adhering strictly to New Mexico Environment Department (NMED) surface water quality bureaus and EPA National Pollutant Discharge Elimination System (NPDES) standards. We maintain strict compliance with Stormwater Pollution Prevention Plan (SWPPP) protocols for all qualifying earthwork disturbances.

2. Administrative Rigor: Certified Payroll & New Mexico Wage Decisions

Managing public funds requires meticulous labor compliance. Summit's in-house administrative team has extensive experience managing public works project accounting.

- **State Labor Compliance Trigger**: For any individual project or work order exceeding **$60,000**, Summit's compliance officer automatically ensures the integration of the project-specific New Mexico Department of Workforce Solutions (NMDWS) Wage Decision into our accounting system.
- **Certified Payroll Management**: We utilize automated, secure payroll software to generate and submit certified payroll reports (Form LWD-1) weekly. We verify that all laborers, heavy equipment operators, and mechanics are classified correctly and paid in strict accordance with New Mexico prevailing wage rates.
- **Subcontractor Labor Auditing**: As Prime Contractor, Summit actively reviews and audits all subcontractor payroll and labor submissions before they are compiled for the Village. We ensure that every lower-tier contractor is fully licensed, bonded, insured, and compliant with state labor requirements.

3. Audi-Ready Documentation & Document Control Systems

Summit operates a paper and uploaded, digital project management and document control platform that creates an undeniable, transparent audit trail for the Village. Every work order generates a dedicated digital compliance folder containing:

- **Material Certifications and Buy America/Build America Compliance:** Every batch of Class A structural concrete, hot-mix asphalt, steel rebar reinforcement, and drainage culvert (12" to 96") is tracked with official mill test reports, manufacturer data sheets, and certifications proving compliance with NMDOT and Village approved materials lists.
- **On-site Quality Testing Reports:** We provide formal digital copies of all passing nuclear density compaction tests (targeting a 95% Modified Proctor density) for subgrades and backfills, concrete cylinder compressive strength tests, and post-installation CCTV sewer/storm inspection logs..
- **Daily Field Staging Records:** Summit's field superintendents log precise daily reports documenting weather conditions, exact personnel hours on site, equipment utilization runtimes, active traffic control layouts, and materials placed.

4. Reimbursement Support for State and Federal Funding

The Village of Ruidoso frequently relies on state appropriations, FEMA emergency management grants, NMDOT cooperative agreements, and federal funding for infrastructure recovery and drainage stabilization. Summit's documentation framework is specifically structured to support maximum, seamless grant reimbursement:

- **FEMA-Compliant Cost Tracking:** In the event of emergency responses, Summit tracks costs using distinct, auditable itemizations that separate emergency stabilization activities from standard work orders. We meticulously track Time & Materials (T&M) using clear equipment operating logs and material invoices to fulfill FEMA Public Assistance cost-reimbursement criteria.
- **Turnkey Transparency:** By structuring our written estimates, work order invoices, and final closeout packages around the Village's exact line-item unit pricing schedule, we make it simple for Village grant managers to reconcile our invoices directly against state or federal funding authorization forms.

5. Final Project Closeout and Closeout Packages

Summit's accountability does not end when the heavy equipment is loaded onto the trailers. We provide a rigorous final closeout process designed to hand over clean assets to the Village Public Works department:

- **Turnkey As-Built Delivery:** Upon completion, Summit provides accurate redline or digital As-Built drawings detailing exact alignments, final blue-top subgrade elevations, and drainage culvert invert depths.

- **Comprehensive Closeout Folder:** No final payment application is submitted until Summit delivers a complete closeout documentation to the Public Works Director containing all material warranties, certified lab testing reports, signed addenda acknowledgments, and written acceptance logs from any impacted utility or property stakeholders.

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.

_____ June 8, 2026
Signature Date

President
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

James A. Miller President
Typed Name & Title of Authorized Representative

June 8, 2026
Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

James A. Miller, being first duly sworn, deposes and says:

That he/she is President of Summit Operations 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 19 day of June 20 26.

Notary Public: Anastasia Padar

My commission expires: Aug. 21, 2029

ANASTASIA PADAR
Notary Public
State of New Mexico
Comm. # 2007173
My Comm. Exp. Aug 21, 2029

SUBCONTRACTOR LISTING FORM

Don Swanner Tree Services, LLC	150 Loma Grande Rd., Nogal, NM 88341	Tree, Debris and sediment Removal / Tree, Debris and sediment Hauling
B&R Trucking, INC.	4501 Grandi Rd., Carlsbad, NM, 88220	Excavation / Cattle Guard Installation / Road development
WX Septic Services, LLC.	330 E Smokey Bear Blvd, Capitan, NM 88316	Gabions, revetment Fencing, Sediment & debris removal / Septic Pumping, Drilling
WX Excavation	154 Pine Lodge Rd, Capitan, NM, 88316	Gabions / revetment Fencing / Sediment & debris removal / Septic Pumping / Excavation / Road development
NM Abatement, LLC.	4374 Alexander Blvd NE Suite K-1, Albuquerque, NM 87107	Asbestos Abatement / Hazardous Material Removal
Southwest Contracting & Associates, LLC	135 Silva Ranch Road Capitan, NM 88316	Sediment, Debris and tree Removal / Project Management
MP Chavez Enterprises, INC.	P.O. Box 7621 Ruidoso, New Mexico	Excavation / debris removal / trucking

Work Zone Traffic Control, LLC	7701 Reading Rd SE Albuquerque, NM 87105	Traffic Control
King Industries Corporation	1096 Mechem Dr UNIT 105, Ruidoso, NM 88345	Project Management / Surveying / Permits / Traffic Control / GIS
Encinias Environmental Services, LLC License No.	14109 LA Cave NE Albuquerque, NM 87123	Asbestos Testing
GH2 Hydroseeding License No.	7513 Lamplighter Ln NE Albuquerque, NM 87109	Commercial Seeding
JGM Construction	401 Gavilan Canyon Road, Ruidoso, NM 88345	Sediment & Debris Removal / Hauling / Aggregate / Gabions & HESCO's
Re-Com Construction, Inc.	806 Hull Road, Ruidoso, NM 88345	Sediment & Debris Removal / Hauling / Aggregate / Gabions & HESCO's
HASSE Contracting Co. Inc.	PO Box 26808 Albuquerque, NM 87125	Concrete / Bridges

10-Pine Truckage	123 Manfor Road San Patricio, NM 88348	Trucking/Hauling
Duke Hauling LLC.	124 Tombstone Court Alto, NM 88312	Trucking/Hauling
Kenneth Duke	128 Mesa Heights Dr, Alto, NM 88312	Trucking/Hauling
Professional Operations LLC	PO Box 496 Ruidoso, NM 88355	Trucking/Hauling
Ruben Chavez.	131 Aristeo Road, San Patricio, NM 88348	Trucking/Hauling
Steven Garrison	PO Box 1226 Ruidoso, NM 88355	Trucking/Hauling
Trejo & Sons Construction	2744 Camino Plata Loop Rio Rancho, NM 87144	Trucking/Hauling
Victor Baca Slick Vic Trucking	PO Box 2921 Ruidoso Downs, NM 88346	Trucking/Hauling
J&FW Concrete	261 PR 411 – M Seminole, TX 79360	Concrete work

COST PROPOSAL

RFP: #2026-013P

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Commercial Fee Proposal & Unit Price Schedule

Project Identification: On-Call Roadway and Drainage Work
RFP: #2026-013P

Section 1: Task Authorization & Mobilization Protocol

In strict compliance with **SOW #22, #23, and #24**, Summit Operations, Inc. utilizes a formal, transparent workflow for all on-call task activations. No field operations will commence under this contract until the following administrative steps are fully executed:

1. **Written Request**: The Village of Ruidoso Public Works Director or Public Works Assistant Director issues a written request outlining the localized scope of services required.
2. **Site Assessment & Quoting**: Within 2 hours of the request, Summit conducts a physical site evaluation and returns a formal written quote detailing total estimated costs (based on the established unit pricing below) and a definitive Availability Schedule.
3. **Formal Notice to Proceed**: Upon approval of the quote by the Village, a formal written Agreement or Acceptance is executed alongside a Village Purchase Order (PO). The fully executed PO serves as Summit's definitive Notice to Proceed.
4. **Labor Compliance Trigger**: For any individual Work Order exceeding **$60,000**, Summit will automatically request the current State of New Mexico Labor Wage Decision from the Village and strictly enforce all State Labor and Certified Payroll Requirements.

Section 2: Comprehensive Unit Price Schedule

Summit Operations, Inc. provides 100% of our own heavy equipment, tools, specialized support vehicles, and materials. All items below include standard operating cost, fuel, safety assets, and cross-trained personnel labor; other associated cost maybe incurred for equipment, supplies, and crew personnecpl. All materials and installation procedures strictly meet or exceed current NMDOT and Village of Ruidoso specifications.

2.1. Mobilization & General Management

SOW Ref	Description of Service	Unit of Measure	Unit Rate (USD)
SOW #19	Standard Work Order Mobilization & Demobilization	Per Work Order	$1,000.00
SOW #19	Emergency Staging & Rapid Mobilization (Under 4 Hours)	Per Work Order	$2,000.00
SOW #4	Minor Traffic Control Management (Signs, Cones, Channelizers)	Per Hour	$150.00
SOW #4	Major Traffic Control Management (Type III Barricades, Flagging Crews)	Per Hour	$300.00

2.2. Civil Earthwork, Excavation, and Subgrade Stabilization

SOW Ref	Description of Service	Unit of Measure	Unit Rate (USD)
SOW #5	Major Structure Excavation, Sub-Excavation, and Disposal	Per Cubic Yard	$75.00
SOW #5	Structural Engineered Backfill & Mechanical Re-compaction	Per Cubic Yard	$100.00
SOW #6	Mechanical Subgrade Preparation & Compaction Testing	Per Square Yard	$20.00
SOW #6	Chemical/Aggregate Stabilization of Unstable Mountain Subgrade	Per Square Yard	$40.00
SOW #8	Slope and Bench Excavations (Steep Topography Layering)	Per Cubic Yard	$100.00
SOW #8	Temporary Earth-Retention Walls (Install & Complete Removal)	Per Square Foot	$65.00
SOW #15	Controlled Low-Strength Material (Flowable Fill) for Slope/Void Pass	Per Cubic Yard	$210.00
SOW #17	Removal & Hauling of Roadway/Waterway Structures and Obstructions	Per Hour	$185.00

2.3. Roadway, Milling, and Pavement Surface Restoration

SOW Ref	Description of Service	Unit of Measure	Unit Rate (USD)
SOW #1	New Roadway, Parking Lot, & Multi-Use Trail Base/Pavement Staging	Per Square Yard	$60.00
SOW #7	Precision Asphalt Saw-Cutting & Street Cut Removals	Per Linear Foot	$10.00
SOW #7	Base Reshaping, Blueprint Grade-Setting, and Blue-Topping Verification	Per Square Yard	$15.00
SOW #7	Hot-Mix Asphalt Street Cut Trench Surface Replacement (In-Kind or Better)	Per Ton	$265.00
SOW #10	Minor Cold Milling Operations (Utility Edge Profiles / Tie-Ins)	Per Square Yard	$17.00
SOW #10	Major Cold Milling Operations (Full-Lane Pavement Planning)	Per Square Yard	$10.00
SOW #11	Miscellaneous Specialized Paving & Localized Asphalt Utility Patching	Per Ton	$295.00

2.4. Structural Concrete & Architectural Utilities

SOW Ref	Description of Service	Unit of Measure	Unit Rate (USD)
SOW #13	Form & Pour 6-Inch Reinforced Concrete Pavement (Dowelled & Wire Mesh)	Per Square Yard	$115.00
SOW #14	Form & Pour Class A Structural Concrete Footings & Foundation Pads	Per Cubic Yard	$725.00
SOW #14	Form & Pour Class A Structural Concrete Retaining Walls & Wingwalls	Per Cubic Yard	$950.00
SOW #14	Form & Pour Class A Structural Concrete Drainage Headers & Headwalls	Per Cubic Yard	$1,150.00
SOW #18	Precision Forming, Extruding, and Shaping of Concrete Curb & Gutter	Per Linear Foot	$40.00
SOW #18	Form & Pour 4-Inch Concrete Pedestrian Sidewalk	Per Square Foot	$10.00
SOW #16	On-Site Certified Structural Welding of Metal Handrails and Barriers	Per Hour	$165.00

2.5. Drainage, Infrastructure, and Right-of-Way Utilities

SOW Ref	Description of Service	Unit of Measure	Unit Rate (USD)
SOW #2	Stormwater Infrastructure Repair (Inlets, Catch Basins, Junction Boxes)	Per Unit	$4,800.00
SOW #2	Heavy Riprap Erosion Protection & Energy Dissipator Placement	Per Ton	$175.00
SOW #2	Right-of-Way Specialty Utility Services (Guardrail Repair / Signage)	Per Linear Foot	$62.00
SOW #3	Minor Excavation, Clearing, and Cleaning of Detritus from Culverts	Per Linear Foot	$22.00
SOW #3	Install 12" to 36" Diameter Drainage Culvert (Includes Bands/End Sections)	Per Linear Foot	$385.00
SOW #3	Install 42" to 96" Diameter Heavy Drainage Interceptor (Includes Bands)	Per Linear Foot	$650.00
SOW #12	Install/Maintain Commercial Right-of-Way Street Light Fixtures	Per Unit	$5,000.00
SOW #12	Install Utility Service Risers, Meter Pedestals, & Control Cabinets	Per Unit	$7,500.00

Section 3: Baseline Emergency Equipment & Labor Hourly Rates

For urgent, unlisted tasks, or complex, unpredictable emergency utility responses where structural dimensions cannot be established prior to mobilization, work will be billed on a strictly

audited **Time and Materials (T&M)** basis using the pre-approved baseline hourly rate schedule below **[SOW #20, #22]**:

RFP: 2026-013P

Cost Proposal

Line Item	Discription	Unit of Measurment	Rate
1	Loader, CAT 950	Per Hour	$275.00
2	120 M Grader	Per Hour	$275.00
3	Compact Track Loader	Per Hour	$250.00
4	Mini Excavator	Per Hour	$250.00
5	Pad Foot Drum Compactor	Per Hour	$250.00
6	Dump truck	Per Hour	$250.00
7	Tri-Axel Dump Truck	Per Hour	$250.00
8	4,500 Gallon Water Truck	Per Hour	$250.00
9	60 Ton Heavy Hauler	Per Hour	$350.00
10	Backhoe	Per Hour	$275.00
11	140 M Grader	Per Hour	$300.00
12	CR Mini - Mini Hydrolic Excavator	Per Hour	$200.00
13	DOOSAN Excavator	Per Hour	$275.00
14	DOOSAN Loader	Per Hour	$325.00
15	Excavator with Thumb, 313, 315, 316	Per Hour	$300.00
16	Wheel Loader	Per Hour	$300.00
17	323F L Excavator	Per Hour	$325.00
18	CT336 Excavator	Per Hour	$400.00
19	Dozer	Per Hour	$400.00
20	Hauling Vegitative Debris	Per Cubic Yard	$35.00
21	Hauling C&D	Per Cubic Yard	$75.00
22	Hauling Hazardous Household Waste (HHW)	Per Ton	$75.00
23	Hauling Sand, Mud, and Silt	Per Cubic Yard	$110
24	Asbestos Testing	Each	$250
25	White Goods	Each	$250.00
26	Hazardous Tree Removal Under 12 Inches	Each	$230.00
27	Hazardous Tree Removal 12 to 24 Inches	Each	$500.00
28	Hazardous Tree Removal 25 to 36 Inches	Each	$900.00

Line Item	Discription	Unit of Measurment	Rate
29	Hazardoud Tree Removal Greater than 37 inces	Each	$5,000.00
30	Hazardous Stump Extraction & Hauling	Each	$750.00
31	Hazardous Limb Removal	Each	$250.00
32	Stump grinding	Each	$250.00
33	Temporary Debris Storage and Reduction Site	Each	$2,000.00
34	Trafic Plan (TTCP)	Each	$300.00
35	1-4 Person Crew	Each Per Day	$400.00
36	5-10 Person Crew	Each Per Day	$800.00
37	Mobilization	Each	$1,000.00
38	Demobilization	Each	$1,000.00
39	Emergency Sevice / After Hours	Per Hour	$75.00
40	4,500 Gallons of Water	Per Load	$450.00
41	HESCOSs	Per Linear Foot	$140.00
42	Gabian Baskets	Per Cubic Yard	$700.00
43	Flood Barriers	Per Bag	$45.00
44	Mafia Blocks	Per Block	$150.00
45	Concrete Barriers	Per Barrier	$2,800
46	Chain Saw	Per Hour	$100.00
47	Trash Pump	Per Hour	$100.00
48	Brush Cutter	Per Hour	$130.00
49	Semi	Per Hour	$350.00
50	Low-Boy	Per Hour	$300.00
51	Masticator	Per Hour	$250.00
52	Mastication	Per acre	$1,500.00
53	Tipping Fee (Municipal Solid Waste)	Per Ton	$40.00
54	Tipping Fee (Sludge Waste)	Per Ton	$50.00
55	Tipping Fee (Asbestos Materials)	Per Cubic Yard	$60.00
56	Tipping Fee (Tires)	Per Ton	$130.00
57	Tipping Fee (Aggregate)	Per Ton	$30.00
58	Tipping Fee (C&D)	Per Ton	$40.00

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 3.

To:

Presenter(s): Eric Queller, Emergency Manager
Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Agreement between the Village of Ruidoso and King Industries Corporation for Debris Monitoring, Awarded through RFP #2026-008P.

Item Summary:

Discussion and Possible Action on Agreement between the Village of Ruidoso and King Industries Corporation for Debris Monitoring, Awarded through RFP #2026-008P.

Financial Impact:

Line item will be decided on in the case that the contractor is called out to work. This will either come from general fund reserves, a grant, or other leg appropriations we have received.

Item Discussion:

The Village of Ruidoso, New Mexico, seeks to establish a pre-event contract with a qualified firm to provide disaster debris monitoring and management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will depend on the number of disasters and does not guarantee an annual minimum. The awarded disaster debris monitoring and management contractor (hereinafter referred to as DMC) shall advise and support the Village during a disaster recovery effort and shall be responsible for coordinating with and providing overall monitoring of the Village's debris removal contractor(s) (hereinafter referred to as DRC) and for recommending efficiencies to improve and expedite DRC recovery work.

Recommendations:

To Discuss Agreement between the Village of Ruidoso and King Industries Corporation for Debris Monitoring, Awarded through RFP #2026-008P.

ATTACHMENTS:
RFP #2026-008P King Industries Contract Agreement.pdf

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS MONITORING

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and King Industries Corporation, 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
Ruidoso, NM 88345
Phone575-258-4343 Ext. 1081
Email: purchasing@ruidoso-nm.gov

Consultant
ATTN: Kenny Stahl
Title: Chief Operating Officer
Street: 1096 Mechem Drive Suite 105
Ruidoso, NM 88345
Phone: 817-243-9625
Email: kenny@king-projects.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 #2026-008P Debris Monitoring 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 Village of 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 June 25, 2026, through June 24, 2027, 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 expressed 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. <u>Amendment.</u>

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 their 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:

Kenny Stahl

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 under such 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 General of 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 final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, 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.

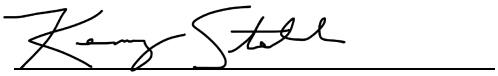
SIGNATURES:

Village of Ruidoso:

_____
Lynn D. Crawford, Mayor

Date: _____

Consultant:



Consultant, Title
Kenny Stahl, Chief Operating Officer

Date: 06/24/2026

ATTEST: _____

Yvonne Vigil, Village Clerk

EXHIBIT A – DETAILED SCOPE OF WORK

RFP# 2026-008P Debris Monitoring

Scope of Work

Debris Monitoring

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Summary

The Village of Ruidoso, New Mexico, seeks to establish a pre-event contract with a qualified firm to provide disaster debris monitoring and management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will depend on the number of disasters and does not guarantee an annual minimum. The awarded disaster debris monitoring and management contractor (hereinafter referred to as DMC) shall advise and support the Village during a disaster recovery effort and shall be responsible for coordinating with and providing overall monitoring of the Village's debris removal contractor(s) (hereinafter referred to as DRC) and for recommending efficiencies to improve and expedite DRC recovery work.

General

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal.
In the event of a disaster or emergency, the DMC shall service the Village first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and wellbeing of all residents and visitors to the Village. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by the Village.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with New Mexico Environment Department (NMED) regulations, New Mexico Department of Transportation (NMDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the Village shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the Village's Debris Manager or designee as changes occur.

Description of Service

The DMC shall provide disaster debris monitoring management services to support the Village in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as floods or wildfires. The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact the Village of Ruidoso. When a major disaster occurs or is imminent, the Village will contact the DMC to advise them of the intent to activate the contract. In preparation for an imminent natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after the hazard has passed or is advised by the Village to proceed.

Specifically, the DMC will be responsible for monitoring debris and waste removal and disposal operations performed by the Village's Debris Removal and Hauling operations relative to:

- Village streets, roads, and rights-of-way.
- Public property and facilities.
- Municipal properties and facilities.
- Debris brought to public roads and streets.
- Any other public site as may be directed by the Office of Emergency Management; and
- Private property when necessary to protect the public (life safety) or to facilitate completion of required work if entry onto private property is specifically authorized in writing by the Office of Emergency Management. If approved by the Village of Ruidoso Office of Emergency Management, Contractors must first obtain "right-of-entry" from property owner and provide documentation to Ruidoso Office of Emergency Management.

Contractor shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provides the greatest economy of operations and cost to the Village. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property and rights-of-way, as described above, and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies, and other resources necessary to conduct the specified services and to provide ongoing and periodic reports to the Village for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.), State of New Mexico, and local government documentation requirements and procedures and be prepared to assist the Village in compiling and managing information and data necessary for those purposes.

Prior to initiating work, the Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the Village to begin work.

When identifying resources to be made available under this contract, the DMC must use a planning standard approach. Specifically, the DMC shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the DMC. The DMC must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of subcontractor(s) and a general equipment/personnel inventory will suffice. The DMC will be responsible for coordinating operations in such a manner as to least interfere with the work of the DRC, damage assessment teams, local utility company crews and other recovery operations forces.

Such coordination shall be ensured through communications with the Office of Emergency Management, its authorized representatives, or other Village personnel when so authorized by the Village. To the extent authorized by the Office of Emergency Management, the DMC shall coordinate monitoring operations directly with the DRC when necessary to achieve effective and efficient integration of forces. The DMC shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and

frequency specified by the Ruidoso Office of Emergency Management, upon issuance of the notification to proceed.

The Contractor shall be prepared to advise Ruidoso Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal, State, and local agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements

These services will include the following activities but are not limited to:

1. **Project Manager Responsibilities:**

- Ensure a sufficient number of trained debris monitors are available to monitor the "first push", cut and toss debris clearance operations;
- Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities;
- Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
- Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
- Provide data entry and document processing personnel if applicable;
- Conduct safety meetings with field staff as necessary;
- Respond to and document issues regarding complaints, damages, accidents and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the Village's Debris Manager or designee.
- Coordinate daily briefings with the Village and the DRC, daily status reports of work progress and staffing;
- Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
- Review and reconcile debris removal contractor invoices submitted to the Village; and,
- Ensure preparation and submission of interim operations and status reports and a final report, as directed by the Village.

2. **Field Monitoring Staff Responsibilities:**

DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- Accurately measure and certify truck capacities (recertify on a regular basis).
- Quality assurance/control of truck certification measurements throughout the life of the project.
- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the Village.

- Properly and accurately complete and physically control load tickets (in tower and field).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- Validate hazardous trees, including hangers, leaners, and stumps.
- Ensure that hazardous wastes are not mixed in loads.
- Ensure that all debris is removed from trucks at Debris Management Sites(DMS).
- Report if improper equipment is mobilized and used.
- Report if contractor personnel safety standards are not followed.
- Report if general public safety standards are not followed.
- Report if completion schedules are not on target.
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- Assure that force account labor and/or DRC work is within the assigned scope of work.
- Monitor site development and restoration of DMS.
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
- Record the types of equipment used (Time & Materials contract).
- Record the hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract).
- Disposal Site / Tower Monitors shall observe, and record truck quantity estimates of inbound and outbound debris.
- Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- Document and report activities to the Village which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- Document and report to the Village damages which occur on public or private property as a result of DRC operations.
- Document and report to the Village any violations of NMED debris site conditions.
- If NMED debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the NMED, performed by the DRC.

3. Data collection/documentation.

4. Management of designated debris staging and processing sites.

5. Review and validate DRC invoices prior to submission to Village for processing and payment.

6. Provide other project management services, including emergency communications.

7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:

    - Field monitoring.
    - Truck and trailer certification.
    - Load ticket process development, validation and all accounting services.
    - Filing/reporting of documents for FEMA reimbursement process.
    - Infrastructure damage and repair assessments.

Data Management and Documentation

The DMC shall ensure all necessary documentation is provided to the Village as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the Village Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide certified weigh master if requested.
10. Assist the Village in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
11. Organize, maintain and provide to the Village electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Village upon completion of the project.

Reporting

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the Village), as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the Village. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

Meetings/ Communications

- Conduct daily meetings with the Village and the DRC.
- Conduct field meetings as needed.
- Provide phone consultations and reference information to Village staff upon request

Permits

DMC shall:

- Assist the Village with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- Assist the Village with any pre- or post-sampling of soil and groundwater, and,
- Monitor compliance by the DRCs to any permit requirements.

Community Relations Support Service

In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

- Providing the Village with comprehensive progress reports
- Damage complaint investigations and resulting resolution reports
- Media relations
- Preparing any necessary audio/visual products, including factsheets
- Establishing telephone call centers
- Participating in public meetings

Other Related Services

- Perform damage assessments to determine areas impacted, and quantities and types of debris.
- Training of selected Village staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the Village's Emergency Manager or designee.
- Additional Services - Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

Monitoring Locations

Anticipated locations to be monitored:

1. Public rights-of-way within the Village
2. Debris Management Site(s) Potential DMS sites:
3. TBD

Ruidoso, NM 88345
Main Number:
Toll-Free:
Fax:
Email:

Invoicing/ Payment

- DMC shall submit invoices on a monthly basis to the Village.
- DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.
- Maintain a database of all contract quantities and perform DRC invoice verification for the Village and resolving any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the Village in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
- Payment Schedule: Invoices will be processed for payment only after approval by the Village's Emergency Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Village's Emergency Manager or designee
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising

Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors. Billable time shall be limited to hours when debris- hauling trucks are in operation. The Village's Emergency Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
- No overtime rates will be paid.
- Final invoice shall be submitted to the Village no later than thirty (30) calendar days following final acceptance of the individual task requested by the Village.
- Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the Village. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a village-wide basis would be considered incidental. Furthermore, a test the Village will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the Village or DMC. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. The Village reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

FEMA Super circular 2CRF Chater II, Part 200 et al

Compliance with FEMA Super Circular "2CFR Chapter 2, Part 200 et al." is required. Links to the FEMA Super Circular are listed below:

- http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

Definitions

- Data Manager: Manager of data collected from monitoring operations and employed by the DMC.
- Debris Removal Contractor (DRC): Contractor(s) under contract with the Village to remove storm deposited debris according to state and federal guidelines.
- Debris Management Site (DMS): A New Mexico Environment Department authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period prior to final disposal.
- Disposal Site/Tower Monitor: Employee of DMC assigned to the debris management site to monitor DRC performance. Duties include, but are not limited to, ensuring the debris is eligible; to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

- Debris Monitoring Contractor (DMC): Debris monitoring contractor, including employees, partners, principals, agents and assignees who are a party to the agreement for the purposes of providing services.
- Eligible Debris: As determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the Debris Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.
- NMED: New Mexico Environment Department.
- NMDOT: New Mexico Department of Transportation.
- FEMA (Federal Emergency Management Agency): A funding source to the Village through the State of New Mexico, for activities during an event declared a disaster by the President of The United States.
- Field Supervisor: Employee of the DMC who oversees field monitor crews.
- Field Monitor: Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.
- FHWA (Federal Highway Administration): The FHWA, through the Emergency Relief Program administered by the New Mexico Department of Transportation, is a federal funding source for work on Federal-Aid ("on-system") roadways and facilities.
- Project Manager (PM): Employee of the DMC who functions as the primary point of contact for the Village and is responsible for the overall project management and coordination of the debris monitoring services.

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 4.

To:

Presenter(s): Eric Queller, Emergency Manager

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Agreements between the Village of Ruidoso and Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal Multi-Awarded through RFP #2026-009P.

Item Summary:

Discussion and Possible Action on Agreements between the Village of Ruidoso and Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC., Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal Multi-Awarded through RFP #2026-009P.

Financial Impact:

Line item will be decided on in the case that the contractor is called out to work. This will either come from general fund reserves, a grant, or other leg appropriations we have received.

Item Discussion:

These are on call contracts to support the Village in the immediate response to and recovery from disaster events.

Recommendations:

To Approve Agreements between the Village of Ruidoso and Southwest Contracting & Associates, LLC., DRC Emergency Response, LLC. Highland Enterprises, Inc., Sedona Contracting, Inc., TFR Enterprises, Inc., MP Chavez Enterprises, Inc., and Summit Operations, Inc. for Debris Removal Multi-Awarded through RFP #2026-009P.

ATTACHMENTS:
RFP #2026-009P Southwest Contract.pdf
RFP #2026-009P DRC Contract (1) (1).pdf
RFP #2026-009P Highland Contract (1) (1).pdf
RFP #2026-009P Sedona Contract (1) (1).pdf
RFP #2026-009P TFR Contract (2) (1).pdf

RFP #2026-009P MP Chavez Contract (1) (1) (1).pdf
RFP #2026-009P Summit Contract (1) (1).pdf

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Southwest Contracting & Associates, 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
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

Consultant
ATTN: Cody Wilson
Title: COO
Street: PO Box 277
City, State, Zip: Ruidoso, NM 88355
Phone: 575-937-2724
Email: cody.wilson@swcontracting.net

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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

[Cody Wilson, COO]

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:	**Southwest Contracting & Associates, LLC.:**
_____	_____
Lynn D. Crawford, Mayor	Cody Wilson, COO
Date:_____	Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

Southwest Contracting & Associates, LLC
Cody Wilson
1096 Mechem Dr. St. G5
Ruidoso, NM 88345

(575) 258-5677 office
(575) 937-2724 cell

June 16, 2026

Procurement Manager Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Re: RFP-Debris Removal #2026-009P

Please accept our **Technical Proposal** for the **Village of Ruidoso- Debris Removal, RFP: 2026-009P.**

We bring extensive disaster debris removal experience, including emergency roadway clearance, full-cycle debris management, and FEMA-compliant documentation. Our team and local requirements.

We appreciate the opportunity to support the Village's disaster response and recovery efforts.

Respectfully,

Cody Wilson/COO

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: Southwest Contracting & Associates, LLC **FEIN#** 75-3205424

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:
   Southwest Contracting & Associates, LLC
   P.O. Box 277
   Ruidoso, NM 88355

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

   Name Cody Wilson
   Title COO
   E-Mail Address cody.wilson@swcontracting.net
   Telephone Number 575-937-2724

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

   Name Cody Wilson
   Title COO
   E-Mail Address cody.wilson@swcontracting.net
   Telephone Number 575-937-2724

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

   Name Cody Wilson
   Title COO
   E-Mail Address cody.wilson@swcontracting.net
   Telephone Number 575-937-2724

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:

K5 Services - Reese Kerr, WX Excavating - Shawn Wilson, Summit Operations - Austin Miller, MP Chavez Enterprises

(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

(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.)

06-09-2026
Date

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1. Proposal Summary
2. Response to Contract Terms and Conditions
3. Offeror's Additional Terms and Conditions
4. Response to Specifications
    a. Company Overview
    b. Experience & Past Performance
    c. Technical Approach & Understanding of Scope
    d. Emergency Response Capability & Mobilization
    e. Compliance, Documentation, and Reimbursement support
    f. Signed Campaign Contribution Form (Appendix B)
    g. Debarment Certification (Appendix G)
    h. Non-Collusion Affidavit (Appendix H)
    i. New Mexico Preferences
5. Other Supporting Material
    a. Addendum #1-signed
    b. Addendum #2-signed
    c. Acknowledgement of Receipt form-signed
    d. Past Performance Evaluations
        i. County of Lincoln-Jeff Honeycutt
        ii. South Central Mountain RC&D- Laura Doth
    e. Cody Wilson Resume

Southwest Contracting & Associates, LLC
Cody Wilson
P.O. Box 277
Ruidoso, NM 88355

Village of Ruidoso- Debris Removal

RFP No. 2026-009P

Proposal Summary:

Southwest Contracting & Associates, LLC brings more than 60 years of combined experience in emergency response, disaster recovery, and debris management operations. Our team has successfully responded to wildfires, floods, severe winter weather events, structural collapses and explosions, EMS rescue incidents, and technical rescue operations throughout the region.

Our objective is to serve as a qualified debris removal contractor for the Village of Ruidoso, providing rapid, safe, and compliant debris management services in support of emergency response and disaster recovery efforts.

In accordance with the requirements of RFP No. 2026-009P, Southwest Contracting & Associates, LLC will:

- Provide Emergency roadway clearance well within the 70 hours following Notice to Proceed.
- Perform collection, hauling, reduction, and disposal of all eligible debris from designated public rights-of-ways.
- Communicate and work diligently under Village authorization to ensure efficient and transparent operations.
- Maintain full compliance with FEMA Public Assistance (PA) requirements and applicable federal, state, and local regulations.
- Establish and manage Temporary Debris Staging and Reduction sites (TDRS) as authorized..
- Provide complete, auditable documentation to support reimbursement and project accountability.
- Conduct site remediation and final project closeout in accordance with contract requirements..

Southwest Contracting & Associates, LLC, is committed to restore rapid access and public safety, in a safe, efficient, and compliant manner. Our team understands the importance of rapid mobilization, transparent reporting and strict compliance with FEMA reimbursement requirements.

Contract Terms and Conditions:

Southwest Contracting & Associates, LLC **accepts** all terms and conditions of RFP #2026-009P.

Additional Terms and Conditions:

Southwest Contracting & Associates, LLC has **NO** additional Terms and Conditions for RFP #2026-009P.

Southwest Contracting & Associates, LLC

SPECIFICATIONS

Company Overview:

Founded in 2000, Southwest Contracting & Associates, LLC, have provided forestry management, emergency response, disaster recovery, and debris management services throughout New Mexico, Arizona, Texas, and Colorado. Our team has extensive experience supporting federal, state, tribal, and local agencies in wildfire mitigation, emergency response, right-right-of-way clearing, hazard tree removal, debris reduction and disaster recovery operations.

Co-owner and operator, Cody Wilson, is a 20 year retired firefighter with a background in fire suppression, incident management, and public safety operations. His experience gives him valuable insight into the rapid mobilization, safety management, and operational coordination required during disaster recovery efforts.

Southwest Contracting & Associates has successfully worked with numerous public agencies to include:

- USDA Natural Resources Conservations Service (NRCS)
- Federal Emergency Management Agency (FEMA)
- New Mexico State Forestry
- New Mexico State Land Office
- New Mexico Game & Fish
- Bureau of Land Management
- Carlsbad Soil & Water Conservation District
- Upper Hondo Soil & Water ConservationDistrict
- South Central Resource Conservation & Development Council

Through our experience with disaster response deployment we have learned compassion and understanding for the communities, patience and understanding goes a long way in a community that has lost so much. The financial burden that rests on the local agencies is heavy and we understand the commitment it takes to accomplish the recovery objectives while maximizing available funding resources.

Experience & Past Performance:

Our company is currently providing services for the Emergency Service for Disaster Recovery Related contract for Lincoln County. We have effectively coordinated with County Commissioners/Officials, as well as Village of Ruidoso officials, to seamlessly provide services to remove and haul off items such as woody debris, mud/dirt, house debris, concrete and metal.

Our services also include demolition, road construction, hazard tree removal, traffic control, and safety monitoring. On the emergency aspect we had to quickly mobilize crews and equipment, gain access for multiple dump locations, clear roads, negotiate prices for disposal fees, and coordinate with FEMA, Project management firms, County officials and Village officials to name a few.

Our past and current projects have required:

- Mapping, Monitoring,Tracking, and Documenting of debris removal.
- Managing the financial functions of FEMA reimbursement regarding disaster reconstruction including hours on machinery, billing, tracking, documentation, logging and following reimbursement protocols.
- Site and private property protection.
- Managed hundreds of construction and repair projects to meet code and personal safety standards including but not limited to trenching and safety, excavation, equipment safety PPE standards, infrastructure safety, and building codes.

Key staffing include:

1. Cody Wilson (See Resume in "Other Supporting Material").
    a. Emergency Operations Manager
    b. Retired Fire Chief - 20 yrs
    c. Trained & Certified in FEMA, Department of Homeland Security, Fire & EMS
    d. Hazardous Materials Operations
    e. Incident Commander Type IV
    f. Emergency Vehicle Operations
2. Jared Wilson
    a. Emergency Project Manager
    b. Retired Fire Captain - 20 yrs
    c. Trained & Certified in FEMA, Department of Homeland Security, Fire & EMS

d. Hazardous Materials Operations
e. Incident Commander Type IV
f. Emergency Vehicle Operations
g. FEMA Tracking and monitoring, etc.

Relevant Past Projects:

1. **Project: Emergency Watershed Protection Buyout Program**
   - **Project Summary-** We are currently in the planning and preparation phases of the structural removal (demo) and site restoration of the approved sites.
2. **Project: Village of Ruidoso Tree Clean up**
   - **Project Summary-** In February 2026 trees were damaged due to the sudden freeze that occurred. We performed the services of emergency management, vegetative removal, and disposal from the Right-of-Ways (ROW) within the Village of Ruidoso. The project was completed using grapple trucks and skid steers.
   - Contact: Ron Sena and/or Levi Beaty
   - Phone: 575-258-4343
3. **Project: Emergency Services for Disaster Recovery Related Services (Lincoln County Right-of-Way Debris Removal)**
   - **Project Summary-** Provided on-call emergency and post-emergency debris removal and management services in response to the Salt and South Fork Fires in Lincoln County. Work included rapid mobilization, emergency roadway clearance, and elimination of immediate threats to public health and safety, followed by systemic removal, hauling, and disposal of fire-and flood-related debris. Operations included management of Temporary Debris Staging and Reduction Sites (TDSRS), segregation of debris streams, and final site remediation. All activities were performed in coordination with local, state, and federal agencies and in full compliance with FEMA Assistance requirements.
   - Current On-Call Contractor for the next 4 years.
   - Contact Name: Jeff Honeycutt
   - Phone: 575-808-1390 Cell
4. **Project: Project: Roswell Emergency Flood Clean-up**
   - **Project Summary-** First Response disaster response and management following the Roswell Flood event in 2024. Sediment & debris removal from waterways (WW) and debris removal from Right-of-ways (ROW), as well as hauling to the

approved final destination site. We provided and managed approximately 40 trucks to aid in this contract.

- Contact Name: Tony Fedota
- Phone: 916-309-9311

5. **Project**: **<u>Central Texas Floods 2025 (Guadalupe River) Debris Removal-Kerrville, TX</u>**
    - **Project Summary**-Clean-up of debris in and around Kerrville, TX for materials resulting from the flooding event of the Guadalupe River. Work included in both Waterway (WW) and Private Property Debris Removal (PPDR). Debris collected consisted of vegetative debris and white goods, which were then hauled to the designated debris management site (DMS). Ten grapple trucks were used to fulfill this contract.
    - Contact Name: Tony Fedota
    - Phone: 916-309-9311

Technical Approach and Understanding of Scope:

Southwest Contracting & Associates understands that we will be providing the Village of Ruidoso with services for all existing and future disaster recovery efforts related to emergencies or disasters. This will consist of debris removal services, including emergency roadway clearance, collection, hauling, reduction, and disposal of disaster-generated debris with public rights-of-way and other designated areas.

We will perform all work in strict accordance with Village authorization, FEMA eligibility requirements, and all applicable regulations.

It is understood:

1. **Designated Areas:**

    a. All work will be within the Village limits, which also includes streets/Right-of-ways (ROWs), Village parks and other areas within the municipal boundaries. With the possibility on non-Village roadways, such as State Hwy 70, or other areas as directed by Village Manager or designee.

    b. Upon debris removal from Federal Highway Administration Emergency Relief (FHWA-ER) Program eligible roadways, we will abide by all guidance and eligibility requirements.

    c. The village will authorize which debris removal services are needed and which zones and areas receive priority. It is a priority for us to work in unison with the Village to accomplish the objectives set forth in the task order.

    d. All debris identified by the Village will be removed in a timely manner. The Village will determine how many clean-up passes are necessary. There will not be any partial debris removals.

    e. We will not move between work areas until we have completed the assigned area and have acquired Village approval to move on to the next work area.

    f. In the case that there is debris extending from private property into the ROW, the debris may only be removed from the point it enters the ROW.

g. We will not enter a private property unless a Right-of-Entry (ROE) or authorization from the Village has been obtained.

h. No debris will be left on the road surface and no debris ≥ 12 in. will be left on site. This will include disaster related leaves and small debris. We want to obtain and maintain public safety on the village roadways.

2. Debris Management Sites (DMS):

a. DMS locations or final disposal sites we use will first be approved by the Village and will be approved to receive disaster-generated debris.

   i. We have multiple DMS locations that we have been utilizing and do have all necessary permits. We do adhere to all local, state, and federal regulations associated with the delivery and disposal of disaster related services.

b. Upon project completion DMS locations will be remediated to its original condition.

c. Final Disposal Sites must receive written approval from the Village.

   i. We will be responsible for the handling, reduction, final haul-out and disposal of all reduced and unreducted debris.

   ii. Disposal costs (tipping fees) will be reimbursed to the Village as a pass-through cost.

   iii. To receive reimbursement by the Village our invoice will include:

      1. Matching scale/weight ticket numbers
      2. Corresponding load tickets or haul-out ticket numbers
      3. Proof we have made payment to the final disposal site.

d. We encourage the Village to inspect DMS locations at all times and the Village may verify debris quantities and examine operational activities. We will do a comprehensive load count each day to identify and avoid any discrepancies.

3. Scope of Services

a. **It is understood debris to be removed consists, but not limited to, vegetative debris, construction and demolition debris, household furniture, goods and waste, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage.**

b. We are currently using Lincoln County subcontractors to help perform services on our emergency contract. We plan to continue using them on this contract to support local opportunity and local jobs and families. Our subcontractors provide an array of services from hauling debris, equipment operation, providing equipment, personnel, etc.

c. Start up procedures would include:

i. Early "stand-by" notification

1. prepositioning equipment based on known problematic areas, such as Cedar Creek and Spring Canyon road.

2. Contacting agency officials letting them know we are available when needed. We would coordinate with village officials or their designee before, during and after the event.

d. Crew safety meetings beforehand and go over emergency planning, escape routes, and hazards.

e. Constant communication with each other via cell phones or radios.

f. In the event of an active emergency, such as a flood, Lincoln County Emergency Services, Lincoln County Sheriff's Department, and Ruidoso Fire also communicate with us if there is a trigger point for an evacuation of work crews and safe return to the project area.

Southwest Contracting & Associates does have the funding capabilities through a local bank to continue disaster clean-up operations while the Village of Ruidoso awaits disaster funding.

Having worked with Village and County Agencies for the past 25 years serves as additional knowledge in knowing how local government works in emergencies and the trust Key Leaders has in us to provide safe and efficient field operations.

Emergency Response Capability and Mobilization:

Southwest Contracting & Associates has steadily expanded its Emergency Disaster Response fleet and trained workforce to meet the growing demand for fast, professional response to natural disasters across the Southwest. We understand the Village's needs by producing high volume high quality work on an efficient budget, making adjustments such as cutting back on equipment if it is not being used to save the Village money.

Equipment being offered:

The equipment we will use will depend on the type of debris we will be removing at each site and consists of the following:

- 3- Axle self-loading Grapple Trucks
  - 40 cubic yards capacity per truck
  - The use of our grapple trucks enables us to efficiently collect and haul all types of debris.
- Skid steers
- Pick-up trucks with dump trailers
- 10-yard capacity Dump trucks
- 23-yard End Dump trailers
- Excavators & Mini Excavators
- Front end loaders
- Wood chippers
- Bucket trucks
- Road Graders
- Traffic Control
- 50-100 Certified and Non-certificed Tree Fallers (equipped with OSHA standard PPE)

All equipment will be certified by DOT regulations and accurately marked for truck identification and cubic yards it can haul. All equipment will be ready prepped and have undergone daily maintenance checks ready to mobilize.

Response Time:

We maintain a 24-hour response window from the issuance of a Notice-to-Proceed. Our response to an event is to have emergency equipment at the requested location within **1 hour**. Upon deployment, we will be fully operational at 100% capacity within two (2) days. Equipment and operators are staged in Ruidoso and Capitan

- There are two major phases: the initial response phase and the recovery phase.
- In the *initial response phase*:
    - Establish collection priorities and recovery needs.
    - Identify any immediate hazards.
    - Debris removal will be accomplished by using a gridding area approach.
- In the *recovery phase*:
    - Most debris will be removed mechanically and taken to an established approved site.
    - Access routes for police, fire, and ambulance will not be blocked during our debris removal efforts.
- Communication and coordination throughout the entire debris removal process will be an ongoing procedure. All agency representatives will be informed of the progress and encourage open communication among all.

Certifications:

- National Response Planning (FEMA)
- Community Disaster Training (FEMA)
- Hazardous Materials Operations
- Effective Emergency Communications (FEMA)
- Intrastate Mutual Aid (FEMA)
- Building Collapse Incident Command (Homeland Security)
- Emergency Management

Compliance, Documentation, and Reimbursement

A. Documentation System
   a. Maintained records include:
      - Load, haul, and disposal tickets
      - Debris origin, type, volume, and destination
      - Photographic and field documentation
      - Work under village monitors
      - Provide real time access to records and ticketing
      - Copies of permits for reduction and disposal sites
      - Tower logs

B. FEMA Compliance
   a. All debris is disaster-generated and eligible.
   b. Activities eliminate immediate threats to life & safety.
   c. Full Documentation maintained for reimbursement.
   d. Compliance with all contract and EPA/State environmental requirements.
   e. Hazardous material segregation procedures.
   f. Field verification workflow (monitor to load ticket to validation).
   g. Quality Assurance check before hauling.

C. Reporting
   a. Daily activity and progress reports
   b. Debris tracking by type and location
   c. Audit- ready documentation for FEMA reimbursement
   d. Internal validation process before submission

D. Quality Control
   a. Daily inspections
   b. Independent Quality Control oversight
   c. Continuous audit readiness

Safety Plan

In addition to quality control and documentation requirements Southwest Contracting & Associates implements a Safety Plan that fully integrates all field operations to ensure compliance with OSHA standards, contract requirements, and best practices for disaster response environments.

Health and Safety Plan integration into Field Operations

- Safety considerations are incorporated into:
    - Work planning and task assignments
    - Equipment operation and debris handling procedures
    - Hazard identification and mitigation (e.g., unstable debris, hazardous materials, traffic exposure, etc.)
- Project managers ensure that all personnel are trained in and compliant with:
    - Job hazard analysis procedures
    - Use of required personal protective equipment (PPE)
        - Respiratory protection
            - Masks
        - Skin protection
            - Gloves, steel toed work boots
        - Extremities protection
            - Long sleeve shirts, coveralls, pants, helmets/hard hats, safety vests
        - Eye protection
            - Safety goggles
    - Safe operation of equipment
    - All HASP requirements are enforced across all phases of work, including emergency push, debris removal, hauling, TDSRS operations, and site remediation.

Daily Safety Enforcement Protocols

- Daily safety briefings (tailgate meetings) are conducted each day to:
    - Review site specific hazards
    - Communicate work plans and safety expectations
    - Address changing field conditions
- On-site supervision

- Continuously monitoring compliance with safety procedures and PPE requirements.
- Incident reporting and corrective actions.
  - Implemented immediately for any safety violations or events.
- Safety inspections
  - Performed daily across all areas to identify and mitigate risks.

- All safety documentation, incident logs, and inspection reports are maintained and available for review.

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: Southwest Contracting & Associates, LLC

Relation to Prospective Consultant: Officer

Name of Applicable Public Official: Lynn Crawford

Date Contribution(s) Made: 03-09-2026

Amount(s) of Contribution(s):

Nature of Contribution(s): Monetary Campaign Contribution -$2,500.00

Purpose of Contribution(s): Support of re-election campain

(Attach extra pages if necessary)

Cody Wilson 06-02-2026
Signature Date

COO
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.

Signature Date

Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

Cody Wilson/COO

Typed Name & Title of Authorized Representative

06-02-2026 Cody Wilson

Date Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

Cody Wilson, being first duly sworn, deposes and says:

That he/she is Cody Wilson of Southwest Contracting & Associates, LLC 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: Cody Wilson

SUBSCRIBED and sworn to before me this 9th day of June 2026.

Notary Public: _____

My commission expires: _____

STATE OF NEW MEXICO
NOTARY PUBLIC
SARA B. HENNIE-GRIEGO
COMMISSION # 1062028
COMMISSION EXPIRES 05/08/2027

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STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SOUTHWEST CONTRACTING & ASSOCIATES, LLC**

DBA: **WILSON THINNING**
PO BOX 1494
CAPITAN, NM 88316-1494

Expires: **20-Jul-2026**

Certificate Number:

L1704305264

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

827

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: May 29, 2026

Ref: RFP# 2026-009P Debris Removal

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 May 28, 2026:**

Q1. What is the required onsite response time?
A1. Within 48 hours of being notified by the Village of services required.

Q2. What is the maximum number of hours post-event before work must commence?
A2. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request.

Q3. Are any specific professional credentials required to qualify for the contract?
A3. There is a need for personnel to have asbestos removal certification as some buildings may have asbestos in it. Staff should also take the OSHA 30-hour and HAZWOPER training. It is recommended that someone on-site have the Certified Debris Manager offered by the Solid Waste Association of North America. The staff should have an understanding of FEMA PA policies and guidelines related to debris management. Any persons operating commercial vehicles must be properly licensed to operate the vehicle and heavy equipment operators must have appropriate training and certificate for the machinery they are operating. Organizations awarded the contract must comply with NM law, such as requirements by NM Environment Department (NMED) and Construction Industries Division (CID), which will require other licenses and certifications such as hazardous waste handling, contractor license, and solid waste operator certification for example.

Q4. What are the reporting requirements regarding the progress of work performed?
A4. The Village requires a daily log of quantity, trips, and other pertinent information on the debris removal.

VILLAGE OF RUIDOSO NEW MEXICO

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

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Q5. Are there any superseding prior agreements that may impact this contract?
A5. We do not have a current contract.

Q6. When/what was the most recent event that precipitated the activation of the existing or previous contract?
A6. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?
A7. According to the state, who managed the debris operations for the last two years, for the 2024 fires there was approximately 791,459 cu yds and for 2025 monsoon season there was approximately 166,085 cu yds.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A8. We do not have these numbers, as the State stepped in and took care of most of our debris.

Q9. How many times have the incumbent's services been utilized in the previous five years?
A9. We do not have a current contract.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A10. June 11, 2026, @ 3:00 pm MDT

Q11. Why has this bid been released at this time?
A11. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q12. When is the anticipated contract start date?
A12. July 14, 2026

Q13. When is the anticipated award date?
A13. July 14, 2026

Q14. Section II.A and Appendix E state that Organizational Reference Questionnaires are not applicable, however, Section II.B.6 states they are required. Please confirm if Organizational Reference Questionnaires are required for this proposal. If so, will this form be provided?
A14. Section II.B.6. Organization References Due are Not Applicable.

VILLAGE OF RUIDOSO NEW MEXICO

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Q15. Section III.A.2 Please confirm if we are to provide a cost proposal of our own making or if there is a preferred form.

A15. Cost proposals will be of your own making.

Q16. Section III.B.1 states we are to submit 1 original, 3 copies, and 1 electronical copy of the proposal. It also states the we are to provide a redacted version on USB separate from the unredacted version. Are we to provide 1 original and 3 copies of the redacted proposal as well?

A16. Redacted information is only required when submitting confidential information. If your proposal does not contain confidential information, a redacted version is not required.

***All questions must be submitted in writing. Reminder, the last day for written questions is 5/28/2026 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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

Southwest Contracting & Associates, LLC
Company

Cody Wilson
Signature

05-29-2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 5, 2026

Ref: RFP# 2026-009P Debris Removal

ADDENDUM #2

The following is provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Additional language added in bold to:**
   Appendix F – Detailed Scope of Work
   Scope of Services –
   Debris includes, but is not limited to, vegetative debris, construction and demolition debris, **household furniture, goods and waste**, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

2. **Change to Sequence of Events:**
   II. Conditions Governing the Procurement
   A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	May 21, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 11, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	May 28, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 16, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 16, 2026 – June 18, 2026
9. Selection of Finalists	Evaluation Committee	June 18, 2026
10. Best and Final Offers	Finalist Offerors	June 18, 2026

VILLAGE OF RUIDOSO NEW MEXICO

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11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	June 24, 2026
13. Contract Awards	VOR/ Finalist Offerors	June 24, 2026
14. Protest Deadline	VOR	15 Days from award

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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

Southwest Contracting & Associates, LLC
Company

Cody Wilson
Signature

06-08-2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2026-009P
DEBRIS REMOVAL

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: Southwest Contracting & Associates, LLC

REPRESENTED BY: Cody Wilson

TITLE: COO PHONE NO.: 575-937-2724

E-MAIL: wilsonthinning@gmail.com FAX NO.: _____

ADDRESS: P.O. Box 277

CITY: Ruidoso STATE: NM ZIP CODE: 88355

SIGNATURE: _____ DATE: 5-26-2026

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

Past Performance Evaluation

Contractor: Southwest Contracting & Associates, LLC

Project Name: Emergency Clean up

Period of Performance:

June 1, 2025 to present

Brief Description of Work Performed:

Removal of Debris, Reshaping drainage areas, Clearing roadways, Cleaning trash racks

Past Performance Evaluation

1. **Performance-What is your assessment of the Contractor's ability to meet your requirements?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Performance		✓				

Comments if any: Southwest Contracting went above and beyond expectations when performing tasks. Never left a job unfinished.

2. **Timeliness- What is your assessment of the Contractor's ability to provide the services in a timely manner? If problems arose, were they resolved timely? Were they communicated effectively?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Timeliness		✓				
Ability to Resolve Problems		✓				
Communication		✓				

Comments if any: Excellent, always available with proper equipment, stayed and ready to go.

3. **Quality- What is your assessment of Contractor's workforce, appropriate equipment, experience, safety, and the overall quality of work?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Workforce		✓				
Equipment		✓				
Safety		✓				
Experience		✓				
Quality of Work		✓				

Comments if any: I never experienced a shortage of staff or equipment, safety met all required standards, workmanship was outstanding.

4. **Overall Rating- What is your overall rating of Contractor's performance (requirements, schedule, and price) on the specified contract?**

N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	✓				

General Comments: Southwest Contracting Continues as our on-call Emergency Contractor. Hourly rates on equipment is excellent. Scheduling was always at the priority of the tasking agency.

[signature] 6/2/26

Signature of Agency Official **Date**

County of Lincoln

Agency

Past Performance Evaluation

Contractor: Southwest Contracting & Associates, LLC

Project Name: Southfork & Salt Fires EWP

Period of Performance: June 2024 to present

Brief Description of Work Performed:

Collection and disposal of debris following the Southfork and Salt Fires and the subsequent flooding events.

Past Performance Evaluation

1. **Performance-What is your assessment of the Contractor's ability to meet your requirements?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Performance		XX				

Comments if any:

Southwest Contracting & Associates always performs above expectations. They are willing to go the extra mile to makes sure the job is completed correctly.

2. **Timeliness- What is your assessment of the Contractor's ability to provide the services in a timely manner? If problems arose, were they resolved timely? Were they communicated effectively?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Timeliness		XX				
Ability to Resolve Problems		XX				
Communication		XX				

Comments if any:

I always appreciate the availability of the contractor and crews. If there is an issue, it is resolved immediately. The communication between the EWP team and Southwest Contracting was exceptional. Any issues were promptly resolved and their team helped us work with property owners so that sensitive tasks were completed to everyone's satisfaction.

3. **Quality- What is your assessment of Contractor's workforce, appropriate equipment, experience, safety, and the overall quality of work?**

	N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
Workforce		XX				
Equipment		XX				
Safety		XX				
Experience		XX				
Quality of Work		XX				

Comments if any:

The quality of their work is always exceptional.

4. **Overall Rating- What is your overall rating of Contractor's performance (requirements, schedule, and price) on the specified contract?**

N/A	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
	XX				

General Comments:

I have worked with this team for years. I would recommend them to anyone in need of these types of services.

Laura Doth
Signature of Agency Official

June 2, 2026
Date

South Central Mountain Resource Conservation & Development Council, Inc.
Agency

Cody Wilson

P.O. Box 1494 | Capitan, NM 88316 | 575-937-2724 | cody.wilson@swcontracting.net

Professional Summary

Experienced forestry business owner/operator for 26 years, as well as a Retired Firefighter of 20 years. Highly experienced with forestry projects to include Mechanical & Manual Fuels reduction by way of grinding/mulching, logging, hazard tree removal and hand thinning, watershed protection, hazard mitigation, vegetation management, erosion control, water & soil conservation, archeological site protection. As well as disaster relief & emergency management, wild-land interface management, level IV Incident Command capabilities, agency communications, extensive wilderness & structural fire suppression and evacuation.

Experience

2000 to Current

Owner/Operator | Southwest Contracting & Associates, LLC | Ruidoso, NM 88345

- Successfully bid, managed, and completed thousands of forestry and disaster contracts for Federal, State and Private landowners throughout New Mexico, Arizona, Colorado, and Texas on time and within budget.
- FEMA Certified
- Specializes in Project leadership, logistical planning, and FEMA Compliance including debris tracking & monitoring.
- Equipment Operator of 24 years to include: Dozers, Masticators, Skid Steers, Cable Yarders, Skidders.
- Marked and managed timber for stand improvement, general thinning, and economic purposes.
- Successfully managed and worked alongside subcontractors in performing tree felling, mastication, lop & scatter, cut & pile methods, hazard tree removal, and disaster response and clean-up.
- Experience in use and interpretation of topographical maps, Avenza and GPS readings.
- Completed projects to meet controlled burn specifications to be done by other agencies.

- Increased efficiency through bidding on each project according to its specific prescription level.
- Performed projects with archeological sites that require Archaeological Protection.
- Response/Consultation for wildland fire control, structure protection, and natural disasters.
- Successfully managed and performed Control Burns.

2000 – 2020

Retired Assistant Fire Chief/EMT- B | Ruidoso Fire Department | Ruidoso, NM 88345

- Performed structural and wildland firefighting with own agency as well as other agencies.
- Effectively ran emergency dispatches as a Type IV Incident Commander.
- Successfully performed rope rescue skills/Helicopter to save lives in massive floods.
- Medical response to traumatic injuries.
- Performed extrication of victims in car accidents.
- Initiated and performed Fire Air Attack and Med Evac communications to wildland fires and car accidents.
- Communicated and successfully worked with many other fire agencies, Federal and State, to coordinate and manage incidents.
- Performed countless Fire Code & Safety inspections.
- Operated Ladder Trucks, Type VI Fire Units and Class A Structural Engines.
- Instructed Fire Prevention Classes as well as Fire Certification Classes and chainsaw safety.

Certifications

- Fire Officer Level I & II
- Firefighter I & II
- Class C- Faller Advanced
- Incident Command Type IV
- S-230 Crew Boss
- S-231 Engine Boss
- S-232 Dozer Boss
- S-234 Ignitions Operations
- S-270 Basic Air Operations
- S-290 Intermediate Wildland Fire Behavior

- S-330 Task Force Strike Team Leader
- Emergency Management
- Wildland Power Saw Instructor
- Incident Safety Officer (Homeland Security)
- Rope Rescue Technician (High Angle)
- Fire Investigator
- Instructor I
- Building Collapse Incident Command (Homeland Security)
- Search & Rescue Command
- Unified Command (Catastrophic Incidents)
- National Incident Management System
- Intrastate Mutual Aide (FEMA)
- Effective Emergency Communications (FEMA)
- Advanced Incident Command Systems
- National Response Planning (FEMA)
- Animals In Disaster Training (FEMA)
- Community Disaster Training (FEMA)
- Development & Management of Community Volunteers (FEMA)
- Executive Skills & Leading Ethically (FEMA)
- Hazardous Materials Operations
- Command & Control Urban Emergency Operations-Chief Officer (FEMA)

Southwest Contracting & Associates, LLC
Cody Wilson
1096 Mechem Dr. St. G5
Ruidoso, NM 88345

(575) 258-5677 office
(575) 937-2724 cell

June 16, 2026

Procurement Manager Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Re: RFP-Debris Removal #2026-009P

Please accept our **Cost Proposal** for the **Village of Ruidoso- Debris Removal, RFP: 2026-009P.**

We bring extensive disaster debris removal experience, including emergency roadway clearance, full-cycle debris management, and FEMA-compliant documentation. Our team and local requirements.

We appreciate the opportunity to support the Village's disaster response and recovery efforts.

Respectfully,

Cody Wilson/COO

Southwest Contracting & Associates, LLC

#	Description of Service	Unit	Unit Price ($)	Response Time
	1. VEGETATIVE DEBRIS			
a	Pick up vegetative debris from ROW (rights-of-way) and haul to Debris Management Site (DMS), (0-15 miles)	CUBIC YARD	$21.50	1 hour
b	Pick up vegetative debris from ROW and haul to DMS, (15-30 miles)	CUBIC YARD	$26.00	1 hour
	2. CONSTRUCTION & DEMOLITION DEBRIS (C & D)			
a	Pick up Construction & Demolition (C&D) materials from ROW and haul to DMS, (0-15 miles)	CUBIC YARD	$30.00	1 hour
b	Pick up C&D materials from ROW and haul to DMS, (15-30 miles)	CUBIC YARD	$37.50	1 hour
c	Pick up C&D materials from ROW and haul to LANDFILL	CUBIC YARD	$72.50	1 hour
d	Pick up C&D materials from ROW and haul to LANDFILL	CUBIC YARD	$72.50	1 hour
	3. PROCESSING / REDUCING DEBRIS & C&D			
a	Grinding / chipping vegetative debris, based on incoming cubic yards	CUBIC YARD	$33.00	4 hours
b	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards	CUBIC YARD	$80.00	4 hours
	4. DEBRIS MANAGEMENT & SITE MANAGEMENT			
a	Debris Management Site (DMS) Management. Includes the cost of site preparation, site management, acceptance, erosion control based on incoming cubic yards.	CUBIC YARD	$20.00	4 hours
	5. FINAL DISPOSAL			
	NOTE: Disposalfees shall be supported by landfill tickets / disposal/facility receipts prior to payment by County.			
a	Load and Transport processed vegetative debris from DMS to final disposal, (0-15 miles)	CUBIC YARD	$16.00	1 hour
b	Load and Transport processed vegetative debris from DMS to final disposal, (15-30 miles)	CUBIC YARD	$20.00	1 hour
c	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal	CUBIC YARD	$60.00	2 hours
d	DISPOSAL FEES - Vegetative, pass-through cost	PASSTHROUGH	$15.75	2 hours
e	DISPOSAL FEES - C&D / Mixed Debris, pass-through cost	PASSTHROUGH	$50.00	2 hours
f	DISPOSAL FEES - Sediment, pass-through cost	PASSTHROUGH	$20.00	2 hours
	6. HAZARDOUS STUMPS and HAZARDOUS TREES			
a	Removal of hazardous stump from ROW and transportation to DMS, 24" to 36" diameter	EACH	$350.00	2 hours
b	Removal of hazardous stump from ROW and transportation to DMS, 37" to 48" diameter	EACH	$175.00	2 hours
c	Removal of hazardous stump from ROW and transportation to DMS, 49"+ diameter	EACH	$175.00	2 hours
d	Backfill - supply and placement of clean fill dirt/holes created by stump removal in the ROW	CUBIC YARD	$15.00	2 hours
e	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. Debris shall be place on County ROW for collection under the terms and conditions of Scope. 6" to 12" trunk measured at 4.5" (Diameter breast height - DBH)	EACH	$350.00	2 hours
f	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW, 13" to 24" trunk measured at 4.5" (Diameter breast height - DBH)	EACH	$350.00	2 hours
g	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW, 25" to 36" trunk measured at 4.5" (Diameter breast height - DBH)	EACH	$175.00	2 hours
h	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW, 37" to 48" trunk measured at 4.5" (Diameter breast height - DBH)	EACH	$175.00	3 hours
i	Removal of hazardous trees (LEANERS ORDAMAGED) from ROW or public property, 49"+ trunk measured at 4.5"	EACH	$175.00	3 hours
j	Removal of hazardous hanging limbs (Hangers) from limbs hanging over ROW, 2"+ at break	PER TREE	$125.00	2 hours
	7. WHITE GOODS			
a	White Goods, Remove and transport from ROW to DMS	PER UNIT	$35.00	2 hours
b	White Goods, Remove and Transport from ROW to Recycling Facility or approved disposal facility	PER UNIT	$40.00	2 hours
	8. OTHER SERVICES			
a	Removal and disposal of animal carcass	PER POUND	$2.00	2 hours
b	Derelict vehicle removal, transfer / tow of typical passenger car	EACH	$300.00	2 hours
c	Derelict vessel removal and transportation to secure storage site. (Vessels under 22 feet)	EACH	$600.00	3 hours
d	Derelict vessel removal and transportation to secure storage site. (Vessels 22 feet and greater)	EACH	$1,500.00	3 hours
e	Operation of secure storage site for derelict vehicles	PER DAY	$1,500.00	3 hours
f	Electronic waste removal from ROW and dispose at County approved site	PER UNIT	$35.00	3 hours
g	Household hazardous waste (HHW) removal from ROW and dispose at County approved site	PER POUND	$15.00	3 hours
h	Debris to be place on the ROW for collection as/regular debris	CUBICYARD	$14.00	2 hours
i	Sediment removal	TON	$80.00	2 hours
	9. DEMOLITION OF STRUCTURES			
	*Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a County approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all while goods, electronic waste, and household hazardous waste for ROW collection. *Includes the removal of PRE-APPROVED concrete slabs.*			
	Non-Asbestos Demolition			
a	0-25 miles one way haul	CUBIC YARD	$175.00	3 hours
b	25-50 miles one way haul	CUBIC YARD	$180.00	3 hours
c	50-75 miles one way haul	CUBIC YARD	$185.00	3 hours
	Structure Demolition with Regulated Asbestos Containing (RACM) Construction and Demolition Debris			

d	0-25 miles one way haul	CUBIC YARD	$300.00	4 hours
e	25-50 miles one way haul	CUBIC YARD	$330.00	4 hours
f	50-75 miles one way haul	CUBIC YARD	$375.00	4 hours
	SECTION B: HOURLY RATES (First Pass)			
	EMERGENCY ROAD CLEARANCE (First Pass) *For evaluation purposes the average "first push" crew makeup is defined below.*			
a	HOURLY EQUIPMENT RATES (includes operator, fuel, and maintenance)	UNIT		
b	Rubber tired front end loader, 3-5 CY capacity, with operator	HOUR	$250.00	1 hour
	SECTION C: HOURLY RATES			
	HOURLY EQUIPMENT RATES (includes operator, fuel, and maintenance)			
	Rubber tired front end loader / 3.5 CY capacity, with operator	HOUR	$250.00	1 hour
	Truck/box, 16-24 CY capacity, with operator	HOUR	$200.00	1 hour
	Dump Truck with operator	HOUR	$200.00	2 hour
	Two (2) person chainsaw / laborer crew, with chainsaws, 16" bar minimum, traffic control flags, and miscellaneous small tools (axes, shovels, safety equipment)	HOUR	$95.00	1 hour
	Water Truck with operatator	HOUR	$250.00	1 hour
	Supervisor with 1/2 -1 ton pick up truck, cell phone	HOUR	$90.00	1 hour
	PERSONNEL / EQUIPMENT			
	Administrative Assistant	UNIT		
	Administrative Assistant	HOUR	$30.00	1 hour
	Clerical / Individual	HOUR	$25.00	1 hour
	Climber	HOUR	$80.00	1 hour
	Crew Leader	HOUR	$43.00	1 hour
	Crew Leader	HOUR	$50.00	2 hours
	Cambas w/ Asst.	HOUR	$175.00	2 hours
	Field Technician	HOUR	$250.00	2 hours
	Fabricians	HOUR	$90.00	1 hour
	Equipment Operator	HOUR	$45.00	1 hour
	Foreman	HOUR	$60.00	1 hour
	Foreman w/ Truck	HOUR	$90.00	1 hour
	Laborer	HOUR	$45.00	1 hour
	Laborer w/chainsaw	HOUR	$50.00	1 hour
	Project Manager	HOUR	$75.00	1 hour
	Superintendent/Attendant w/ Truck	HOUR	$65.00	1 hour
	Survey person w/ Truck	HOUR	$65.00	1 hour
	Traffic Control	HOUR	$55.00	1 hour
	Truck Driver	HOUR	$65.00	1 hour
	Vehicle Mechanic	HOUR	$75.00	1 hour
	Welder	HOUR	$90.00	1 hour
	SECTION 5: HOURLY EQUIPMENT RATES *Additional services, as necessary by County, for the term of this contract.* *These rates will not be a factor in the evaluation of cost proposals*			
	3-Axle Grapple Loader/Trucks w/40 Yard Dump Box (Qty 10)	UNIT	$295.00	1 hour
	Bucket truck - up to 75 ft, lift (Qty 2)	HOUR	$200.00	1 hour
	Skid Steer (Qty 5)	HOUR	$125.00	1 hour
	Pick up and dump trailer (Qty 5)	HOUR	$75.00	1 hour
	Mini Excavator (Qty 2)	HOUR	$125.00	1 hour
	Wood Chipper (Qty 2)	HOUR	$250.00	1 hour

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and DRC Emergency Services, 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
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

Consultant
ATTN: Kristy Fuentes
Title: Vice President, Treasurer, Secretary
Street: 111 Veterans Blvd. Suite 1420
City, State, Zip: Metairie, LA 70005
Phone: 888-721-4372
Email: kfuentes@drcusa.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

Kristy Fuentes

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:_____

DRC Emergency Services, LLC:

_____
Kristy Fuentes, Vice President, Treasurer, Secretary

Date:_____

ATTEST: _____
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

DRC EMERGENCY SERVICES
Striking Back.

Proposal By
DRC Emergency Services, LLC
26325 US Hwy 70
Ruidoso Downs, NM 88346

ORIGINAL PROPOSAL

RFP# 2026-009P Debris Removal

Village of Ruidoso
Procurement Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

New Mexico Contractor's License Number:
417866

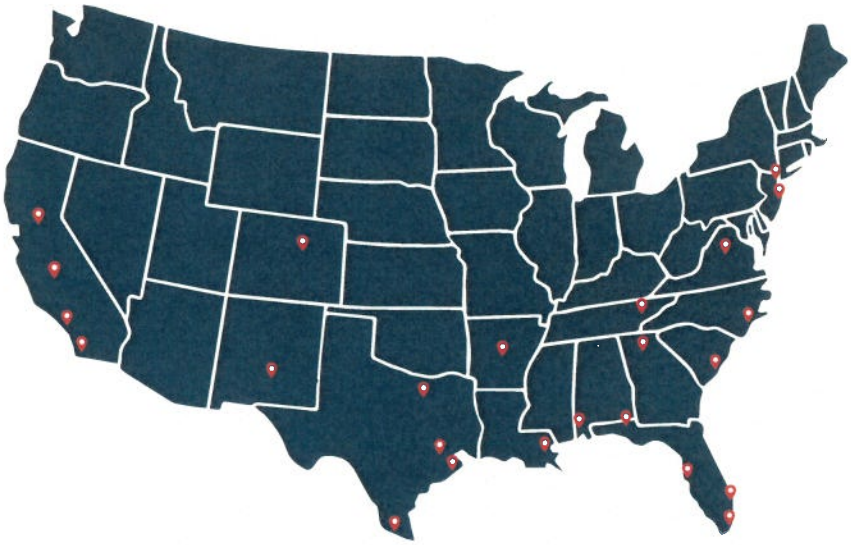
Clif Kennedy
Regional Manager
ckennedy@drcusa.com
c: (713)715-8772
f: (504)482-2852

Kristy Fuentes
Vice President of Compliance
and Administration
kfuentes@drcusa.com

June 16, 2026
at 3:00 PM

CONTACTS

DRC EMERGENCY SERVICES
Striking Back.



P.O. Box 17017
Galveston, TX 77552
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LISA GARCIA WALSH
Contract Manager
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504-715-9052

Please see the attached Signed Letter of Transmittal (Appendix D).

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: DRC Emergency Services, LLC **FEIN#** 63-1283729

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:
   DRC Emergency Services, LLC
   111 Veterans Blvd. Suite 1420
   Metairie, LA 70005

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

   Name Kristy Fuentes
   Title Vice President, Treasurer, Secretary
   E-Mail Address kfuentes@drcusa.com
   Telephone Number (888) 721-4372

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

   Name Kristy Fuentes
   Title Vice President, Treasurer, Secretary
   E-Mail Address kfuentes@drcusa.com
   Telephone Number (888) 721-4372

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

   Name Lisa Walsh
   Title Contracts Manager
   E-Mail Address lwalsh@drcusa.com
   Telephone Number (888) 721-4372

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:

B&B Ready Mix, LLC & R. Marley, LLC

*please see Tab F.3 for Subcontractors & Employment information

(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.

Authorized Signature Kristy Fuentes - Vice President, Treasurer, Secretary Date 6/11/26

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

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DRC EMERGENCY SERVICES
Striking Back.

June 16, 2026

Procurement Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

Re: RFP# 2026-009P Debris Removal

To Whom It May Concern,

DRC is pleased to present our proposal to provide debris removal services to the Village of Ruidoso. DRC is confident that if awarded this contract, we will exceed the Village's expectations through our proven performance, local presence, and ability to rapidly mobilize resources when disaster strikes.

DRC and Ruidoso: A Winning Partnership

DRC is uniquely positioned to serve the Village of Ruidoso because we are not simply a contractor responding from outside the area – we are part of the community. DRC maintains a local office in Ruidoso and has management personnel, field staff, and support personnel based in Ruidoso and throughout Lincoln County. In addition, DRC has established relationships with local subcontractors, vendors, and suppliers, providing immediate access to personnel, equipment, and resources when needed.

This local presence allows DRC to respond rapidly to emergency events, mobilize resources quickly, and provide the Village with experienced personnel who understand the community, local conditions, and the unique challenges faced by Ruidoso during disaster recovery operations.

DRC is currently working in Ruidoso for the State of New Mexico on debris removal following the South Fork and Salt Fires and subsequent flooding. Through this ongoing activation, DRC has completed hazardous site assessments, demolitions, hazardous material abatement, erosion control, and debris removal on 1,013 properties.

As part of this effort, DRC has removed:

- 138,291 cubic yards of vegetative debris
- 90,541 cubic yards of construction and demolition debris
- 16,551 hazardous trees
- 268,750 pounds of household hazardous waste
- 585,275 cubic yards of sand, soil, and sediment
- 135,534 cubic yards of contaminated debris, soil, and ash
- 26,696 cubic yards of concrete
- 136 vehicles

This work has also included waterway debris removal following the July 2025 floods.

The experience gained through these recovery operations, combined with DRC's established local office, local management team, local workforce, and network of local subcontractors, provides the Village of Ruidoso with a contractor capable of immediate response and sustained performance throughout any disaster recovery effort. DRC stands ready to protect public safety, restore critical infrastructure, and support the Village's recovery objectives with the speed, efficiency, and professionalism that have become hallmarks of our service.

Your Local Contacts

Clif Kennedy, Regional Manager

e: ckennedy@drcusa.com | c: (713) 715-8772 | o: (888) 721-4372 | f: (504) 482-2852

Mike Tischer, Project Manager

e: mtischer@drcusa.com | c: (815) 501-7489 | o: (888) 721-4372 | f: (504) 482-2852

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the Village of Ruidoso in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the "Members").

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

Name	Office/Capacity
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC

By: John R. Sullivan
Its: Member

By: Todd P. Sullivan
Its: Member

By: William W. Sullivan
Its: Member

DRC agrees to all contract terms and conditions.

DRC has no additional terms or conditions.

DISCOVER DRC: A CLOSER LOOK

2001 Founded in 2001, DRC Emergency Services, LLC (DRC) is one of the nation's leading providers of disaster debris removal and recovery services.

1,000 As part of the Sullivan Brothers family of companies, DRC has access to more than 1,000 employees dedicated to disaster recovery and related services.

DRC ensures uninterrupted execution of its projects. DRC excels in concurrent project management, maintaining uninterrupted progress across multiple jurisdictions.

$4.8B+ IN CONTRACTS MANAGED

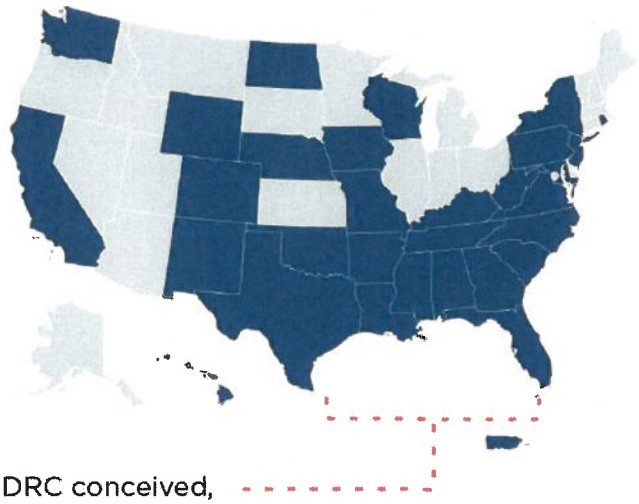
OVER $1B BONDING CAPACITY

$500M+ WORKING CAPITAL

830+ PROJECTS MANAGED

104 FEMA DECLARED DISASTERS

DRC has performed debris removal services in **31 states and one territory.**



DRC conceived, executed, supervised, and funded a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill.

DRC performed debris removal in **seven states** following the **four hurricanes** to hit the Gulf Coast in 2024: Beryl, Francine, Helene, and Milton.

Since 2020, DRC has performed **specialized private property debris removal and demolitions** following devastating wildfires in California, Colorado, Hawaii, New Mexico, and Washington State. In our ongoing wildfire response in New Mexico, we have completed hazardous site assessments, demolitions, hazardous material abatement, erosion control and debris removal on more than **1,000 properties.**

Subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

DRC BY THE NUMBERS

DRC holds the U.S. Army Corps of Engineers (USACE) ACI Debris Removal contract for Region 3 (MI, IN, TN, KY, OH, WV) and collaborates with USACE on training and preparations. DRC has been tasked four times under this contract, most recently in response to the December 2023 tornado in Hendersonville, Tennessee, and previously in response to the tornadoes in Graves County and Mayfield, Kentucky, in December 2021.

As a debris removal provider for the National Association of State Procurement Officials (NASPO), DRC is available to work with any state or local government using the NASPO contract.

Certified Arborist on staff full time, Taylor Jumonville.

6.4M
HAZARDOUS TREES AND LIMBS REMOVED

15,000,000
CUBIC YARDS OF VEGETATIVE DEBRIS RECYCLED IN THE LAST FIVE YEARS.

5.6M
CUBIC YARDS 100% RECYCLED FOR SINGLE EVENT RECORD

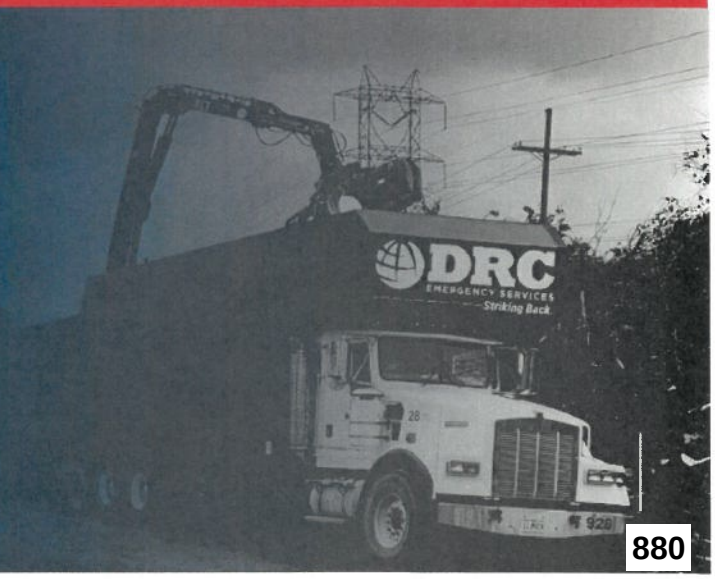
210,000,000
CUBIC YARDS OF DEBRIS REMOVED

440,000
CUBIC YARDS COLLECTED IN ONE DAY

DRC removed more than **18,000,000 cubic yards** of debris and operated **151 debris management sites** on **91 contracts** in our 2024 hurricane response.

"Very proactive and knowledgeable: DRC provided exceptional support and advice through an unprecedented 2024 hurricane season. Interaction with staff, citizens and elected officials always professional and reflective of the values and interest of the City of Bradenton."

- Irvin Lee, Director of Public Works & Utilities, City of Bradenton, Florida



DRC AND RUIDOSO: A WINNING PARTNERSHIP

DRC has been working in Ruidoso since July 2024 on private property debris removal resulting from the devastating South Fork and Salt Fires and subsequent flooding. During this time, we have worked closely with the local community, local subcontractors, and local and state officials. DRC's personnel have developed a familiarity and understanding of the area, including its geography, topography, and the challenges involved with the sensitive and essential work of recovery from these disasters. If awarded this contract, DRC would be ready to begin work immediately.

DRC's wildfire debris removal experience includes the following:

- 2025 Airport Fire, Orange and Riverside Counties, CA
- 2024 South Fork and Salt Fires, Ruidoso, NM
- 2023 Oregon & Gray Fires, WA
- 2023 Hawaii Fires, Maui, HI
- 2021 Marshall Fires, Boulder County, CO
- 2020 Malden Fires, WA
- 2020 California Wildfires

DRC also has extensive experience with debris removal following floods, including but not limited to the following:

- 2026 Floods, Honolulu, HI
- July 2025 Texas Hill Country Floods, TX
- July 2025 Flooding, Ruidoso, NM
- May 2025 Flood, Austin, TX
- February 2025 Floods, KY
- 2024 Flooding, Ruidoso, NM
- 2022 Floods, MO and CO
- 2016 Severe Flooding, Baton Rouge, LA
- 2015 Texas Severe Storm and Flooding, Houston, TX

With our intimate knowledge of the area and decades of experience, DRC is ready to meet any future debris removal needs for the Village of Ruidoso. DRC's staff are prepared to assist the Village with pre-disaster planning and training as well as ensuring that debris removal is conducted according to federal government specifications to maximize reimbursement. DRC's experience with debris removal in Ruidoso and across the country allows our team to confidently provide **Trusted Leadership in Disaster Response**.

PROJECT SPOTLIGHT: WILDFIRE EXPERIENCE

SOUTH FORK AND SALT FIRES AND FLOODS, RUIDOSO, NEW MEXICO

The South Fork and Salt Fires which started June 17, 2024 on the Mescalero Apache Reservation spread rapidly and burned more than 17,000 acres in and around the village of Ruidoso, New Mexico. These fires and subsequent flooding have caused widespread destruction to both natural and residential areas.

DRC has been on site since July 11, 2024, working with the Department of Homeland Security and Emergency Management and local subcontractors on the Full-Service Private Property Debris Removal Program in the affected areas. After the area flooded again in the summer of 2025, DRC remained on site and began waterway debris removal in addition to continuing private property debris removal.

In this ongoing activation, DRC has completed hazardous site assessments, demolitions, hazardous material abatement, erosion control and debris removal on 1,013 properties. We have removed more than one million cubic yards of debris. This includes 138,291 cubic yards of vegetative debris; 90,541 cubic yards of construction & demolition debris; 16,551 hazardous trees; 268,750 pounds of household hazardous waste; 585,275 cubic yards of sand, soil, and sediment; 135,534 cubic yards of contaminated debris, soil, and ash; 26,696 cubic yards of concrete; and 136 vehicles.

This work has included waterway debris removal following the July 2025 floods.

AIRPORT FIRE, RIVERSIDE AND ORANGE COUNTIES, CALIFORNIA

DRC is currently working in the Lake Elsinore, El Cariso, and Decker Canyon areas of Riverside County and in Orange County following the Airport Fire.

DRC has partnered with local subcontractors from Riverside and Orange Counties and surrounding areas to perform Private Property Debris Removal (PPDR) and structural demolition services within the wildfire-impacted area. Services include demolition of compromised residential structures, removal of foundations and structural ash, and segregation of materials for compliant transport and disposal. To date, we have completed debris removal exceeding 30,000 tons on 21,000 acres destroyed by this wildfire.

HAWAII WILDFIRES

The wind-driven 2023 Hawaii wildfires left more than 2,000 properties damaged or destroyed. Working alongside Native Hawaiian organization Dawson Solutions, LLC, DRC and its sister company Forgen provided disaster relief execution and management for the United States Army Corps of Engineers. Our team offered a safe and timely response to local communities in Lahaina and Kula in Maui, Hawaii.

Our work included instituting a thorough quality control program to manage and analyze data on hazards located on individual residential, public, and commercial properties, including asbestos, hazard trees, and household hazardous waste such as corrosive cleaners, paints, fuels, fluorescent bulbs, pool chemicals, and batteries. We conducted comprehensive air monitoring and executed a surveillance plan to monitor and protect crews within hazard assessment properties.

Together, our teams completed assessments of nearly 1,600 properties in 90 days, working 7 days a week. The data collected was used to determine the level of effort required to clean up each property in the next phase.

SPOKANE COUNTY, GRAY AND OREGON ROAD WILDFIRES

On August 18, 2023, the Gray and Oregon Road wildfires blazed through portions of Spokane County, Washington, forcing the evacuation of more than 5,000 residents. The fires, which scorched 21,000 acres and destroyed more than 300 homes, were among the worst in the state's history.

Spokane County Emergency Management activated DRC's standby contract with the State of Washington to assist homeowners in cleaning up private properties. This contract, which had been renewed after the success of DRC's cleanup from the wildfires in Malden and Pine City in 2020, allows DRC to manage all aspects of a project, which increases efficiency, allowing people to rebuild their homes and lives as soon as possible.

DRC's first step was to photograph and sketch the properties in detail, including the precise locations of all primary and secondary structures, vehicles, and utilities. Along with our subcontracting partners, we then conducted all necessary erosion control, environmental testing and safety protocols to ensure that any hazardous materials were contained. DRC's crews then safely removed all damaged structures and materials and transported them to the final disposal site. Burned vehicles were cleaned and recycled, and the soil was scraped to remove any remaining contaminants. The final erosion control was done through the application of hydroseeding and mulching to establish vegetation on disturbed soils. The project was completed in three months.

BOULDER COUNTY, MARSHALL FIRE

On December 30, 2021, Boulder County, Colorado experienced the most destructive wildfire in the state's history. The Marshall Fire destroyed more than 1,000 homes in Louisville, Superior, and unincorporated Boulder County.

Boulder County's Resource Conservation Division activated DRC's standby debris removal contract to conduct the first phase of the recovery: to remove vehicles, hazardous trees, metals, and debris from the right-of-way. In February 2022, with Phase One well underway, DRC was awarded the second phase of the project: Private Property Structural Debris and Hazardous Tree Removal.

DRC took the lead in planning and scheduling the work of Phase Two, maximizing efficiency so that residents could quickly begin the process of rebuilding. We created sub-zones or "runways" within the operational areas to minimize the footprint, increase work efficiencies, and reduce the amount of truck traffic and hauling. DRC was given the notice to proceed in April, and we began work immediately with eight debris removal crews, which ramped up to 30 debris removal crews at the peak of the project.

DRC provided all labor, equipment, support, and other resources required to complete the project. Throughout the project, DRC worked alongside and in collaboration with utility companies, local township authorities, and county, state, and federal environmental authorities. Through this process, DRC met Boulder County's goal of expediting the project while protecting public health, safety, and the environment. The project was completed in early August, exceeding the County's goal for completion.

CALIFORNIA WILDFIRES

In 2020, DRC and Forgen were activated by CalRecycle for debris removal and hazardous tree removal services in Southern California in response to the damage caused by wildfire to communities statewide. The Southern Branch included Fresno, Los Angeles, Madera, Mono, and Tulare Counties.

DRC and Forgen initiated debris removal and hazardous tree removal services within 48 hours from the Notice to Proceed (NTP). We provided all labor, equipment, support, and other resources required to remove structural debris from parcels where structures were destroyed by fire, and to remove hazardous trees that could fall on public infrastructure.

This project involved working alongside utility companies, other state contractors, Local Fire Safe Councils, and private structural debris and tree removal contractors. In addition, DRC, Forgen, and our partners were often interacting directly with homeowners who had lost everything to a natural disaster, and it was our primary goal to have patience and empathy with them.

To complete work in all five counties at the same time, DRC and Forgen developed an organizational structure and management team which allowed us to rapidly deploy oversight and resources while reporting back to our Program Manager, who oversaw all cleanup efforts and could adjust resources based on county cleanup needs. With our Family of Companies' access to numerous craft labor crews which hold current 40-hour

HAZWOPER certifications and our strong commitment to implementing the procedures and practices that create an Incident and Injury Free (IIF) workplace, we were able to quickly assemble a project team to carry out emergency response efforts.

Debris cleanup efforts began November 30, 2020, and ended November 15, 2021. By leveraging our extensive experience in debris removal throughout the US, with a local presence in California, DRC was uniquely prepared to address the challenges of managing the project through the winter months and in remote and mountainous terrain, where many of the cleanup areas were located. Our crews met the challenges of working through rain, snow, high winds, and high heat conditions.

In total, DRC and Forgen removed and mitigated more than 11,800 fire-damaged hazardous trees. Our team also cleaned up 627 properties, which were returned to the counties and homeowners. From the 627 residential properties completed, we removed and disposed of over 40,000 tons of burned debris and ash, recycled over 32,000 tons of concrete, recycled over 4,400 tons of metals, and removed and disposed of more than 16,000 tons of potentially impacted soil.

STATE OF WASHINGTON, BABB ROAD WILDFIRE

In early September 2020, the Babb Road Wildfire burned more than 20,000 acres and, in the process, consumed and destroyed the towns of Malden and Pine City in Eastern Washington State. In response, Washington State Emergency Management activated their standby contract with DRC to provide turnkey clean-up, remediation, and monitoring services.

Within hours of receiving a call from the State of Washington with a Notice to Proceed, DRC personnel were on site to begin our preliminary damage assessment. Due to the all-encompassing nature of our contract with the state, DRC was able to manage all aspects of the cleanup, from debris removal to property remediation, to disposal and recycling. DRC hired an outside monitoring firm to conduct environmental testing and to manage the technical aspects of the project.

"The partnership for the future started when Emergency Management in the State of Washington hired DRC to clean up. It's where hope really began."

- Dan Harwood, Mayor, Malden, Washington

The project was deemed extremely successful by the leadership of both towns and the state recovery agency, so that a second and similar project (Phase II) was awarded to DRC in July of 2021. To view a short video about this project, visit our YouTube Channel: https://www.youtube.com/@drcemergencyservices

"DRC first showed up a few weeks after our fire, which devastated 85% of our town. We weren't really sure what was going to happen in a lot of aspects, but what we became quickly sure of is that the leadership in debris removal was handled effectively, efficiently, and professionally, at every single level."

– Scott Hokonson, Executive Director, Pine Creek Community Long-Term Recovery Group

PROJECT SPOTLIGHT: JULY 2025 TEXAS FLOODS

In July 2025, catastrophic flooding impacted multiple counties across the State of Texas, generating unprecedented volumes of disaster-related debris and creating immediate threats to public health, safety, and access to critical infrastructure. DRC Emergency Services responded immediately, mobilizing personnel, equipment, and management resources to support urgent recovery needs across affected jurisdictions.

Within days of the event, DRC was deployed to Travis County and rapidly expanded operations statewide after being directly contracted by the Texas Department of Emergency Management (TDEM). This swift state-level engagement enabled the rapid removal of disaster debris across Kendall, Burnet, San Saba, Williamson, Kimble, Menard, Mason, and McCulloch Counties, as well as the Cities of Melvin, Brady, Leander, Jonestown, and Georgetown. All debris removal activities were executed in close coordination with local jurisdictions, TDEM, and the Texas Commission on Environmental Quality (TCEQ), and were fully aligned with FEMA Public Assistance eligibility requirements and applicable environmental regulations.

To support efficient collection, segregation, reduction, and final disposition, **DRC established and operated 21 Debris Management Sites (DMS).** In addition to managing standard vegetative and construction debris streams, DRC safely handled and disposed of complex and specialty debris, including Household Hazardous Waste (HHW), waterway and water-borne debris, tires, sand and soils.

Operations were conducted across diverse geographic and operational environments, requiring rapid deployment, scalable field operations, and continuous coordination among state and local partners. DRC's ability to surge resources and adapt to evolving conditions was critical to restoring access, mitigating hazards, and accelerating recovery timelines for impacted communities. Over the course of the response, **DRC removed more than six million cubic yards of disaster-generated debris, delivering more than $345 million in debris removal services.**

PROJECT SPOTLIGHT: BATON ROUGE, LOUISIANA, SEVERE FLOODING

CONTRACT SUMMARY

Heavy rain fell for several days in August 2016, causing severe flooding to more than 60,000 homes in Baton Rouge, Louisiana, and surrounding parishes. Having recently been awarded a standby contract with the City/Parish of Baton Rouge, DRC was activated to perform disaster services and management on August 16.

Environmental considerations were of foremost importance for all project stakeholders, particularly the Louisiana Department of Environmental Quality. DRC worked closely with LDEQ's Department Director to establish statewide protocols for debris acceptance, load monitoring, and debris constituent identification. **LDEQ praised the project and operation of DRC's TDSRS sites as a model for future events.**

The United States Army Corps of Engineers provided project oversight and guidance to the State of Louisiana. **The USACE representative considered the project, and particularly the operation of the TDSRS sites, a benchmark event worthy of filming for the future training of personnel.**

PRE-EXECUTION

Having a standby contract in place allowed DRC to make multiple preparations ahead of time. DRC met with City/Parish government and selected multiple potential TDSRS locations, one of which was permitted in advance of the flood. DRC identified local subcontractors, including DBEs, and signed Master Service Agreements with them. We secured final disposal contracts, and we identified priority push routes to allow for expediting road clearing.

DEPLOYMENT/MOBILIZATION

DRC's management personnel were in contact with city government officials immediately upon recognizing that the flooding may be problematic. Anticipating a notice to proceed, DRC began moving equipment in the direction of Baton Rouge. We contacted our local minority subcontractor to place them in ready mode, and we identified TDSRS equipment. DRC's Program Manager initiated our tier-down or ring-down call procedure to alert our personnel and subcontractor structure.

On day two of the event, after rain continued non-stop, DRC began to mobilize boats and emergency response and recovery personnel to the East Baton Rouge Sheriff's Department to work search and rescue missions in conjunction with the Department. **Within the next 24 hours, DRC was operating 25 search and rescue crews that rescued more than 300 stranded residents from locations within the Parish.**

Within 48 hours of the NTP, DRC had our initial TDSRS site operational. With permits and approvals in place, DRC equipped the site with entrance and exit monitoring towers, water trucks, yellow iron, traffic signage, traffic control personnel, spotters, and office trailers.

EXECUTION

ROUTING

Because the flooding took place in distinct pockets across the City/Parish and did not affect all areas, routing and collection crew distribution were a challenge. Too many crews in a single area created safety concerns and hampered productivity. Typical route grids were not effective because of the uneven placement of debris. Residents brought debris to the curb in uneven and unpredictable amounts due to delays brought on by private insurance companies and a shortage of contractors to perform demolition and repair.

To resolve these issues, DRC prepared routes each afternoon for assignment the next morning. **The load and haul operation peaked at 240 crews.** Additional crews collected white goods, HHW and e-waste.

TDSRS OPERATION

The productivity goal for this project was to ensure that every crew could achieve a minimum of six loads per day. To achieve this goal, DRC opened a second TDSRS. The sites were geographically positioned to maximize productivity and to minimize travel time. The agreement between DRC LDEQ provided safeguards to ensure that no unauthorized waste entered a TDSRS or final disposal site. Spotters were available to examine each load as trucks were being unloaded.

DRC initially attempted to direct haul all C&D to the final disposal landfill, Ronaldson Field in north Baton Rouge Parish. However, travel time was excessive, and it quickly became apparent that well-placed TDSRSs would be the key to a successful operation. Following the first month of operation, due to the vast quantities of debris, DRC opened a second TDSRS to relieve the overflow. **DRC achieved a C&D compaction rate of approximately 2.5 on more than two million cubic yards of C&D.**

In addition to metals, soil and small quantities of re-useable wood, white goods, electronic waste and household hazardous wastes were recycled.

Following the severe flooding in the Baton Rouge area in 2016, DRC opened and operated two TDSRSs - **including the largest** TDSRS **on record** - to compact and recycle C&D debris prior to haul out for final disposal. **These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.** DRC removed more than 2,500,000 cubic yards of debris - including 1,000,000 cubic yards which we picked up over the course of just 30 days in East Baton Rouge Parish, Louisiana.

5 YEAR PROJECT HISTORY

2025

WINTER STORMS · FLOODS · TORNADOES · WILDFIRES

$170,378,432	3,297,430	35	39
IN CONTRACTS	CUBIC YARDS	DMS	ACTIVATIONS

2024

HURRICANES · WILDFIRE · SEVERE WEATHER · TORNADOES · DERECHO

$870,181,133	20,781,763	159	124
IN CONTRACTS	CUBIC YARDS	DMS	ACTIVATIONS

2023

HURRICANES · RED TIDE · SEVERE WEATHER · TORNADOES · WILDFIRE · WINTER STORM

$69,287,841	2,635,170	13	40
IN CONTRACTS	CUBIC YARDS	DMS	ACTIVATIONS

2022

FLOOD · HURRICANES · RED TIDE · SEVERE WEATHER · TORNADOES · WILDFIRE · WINTER STORM

$377,907,231	5,529,595	22	42
IN CONTRACTS	CUBIC YARDS	DMS	ACTIVATIONS

2021

COVID-19 · HURRICANES · RED TIDE · SEVERE WEATHER · TORNADOES · WILDFIRE · WINTER STORM

$402,900,864	19,652,582	102	75
IN CONTRACTS	CUBIC YARDS	DMS	ACTIVATIONS

FEMA EXPERTISE

FEMA PUBLIC ASSISTANCE PROGRAM

DRC has an unparalleled record for providing jurisdictions with the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well-trained and principled personnel.

Brock Long, DRC's Senior Advisor, brings over 25 years of distinguished experience in emergency management and homeland security to DRC Emergency Services, most notably as the 10th Presidentially Appointed and Senate-confirmed Administrator of the Federal Emergency Management Agency (FEMA) from 2017 to 2019. During his tenure, Mr. Long led a workforce of 21,000 personnel and managed a multi-billion-dollar budget while guiding the nation through 220 federally declared disasters and wildfires – including some of the most catastrophic events in modern U.S. history.

A transformative force within the agency, he pioneered the "Community Lifelines" operational doctrine, launched FEMA Integration Teams to strengthen state and tribal partnerships, and executed the National Flood Insurance Program's reinsurance strategy, saving taxpayers approximately $1 billion during Hurricane Harvey alone. He testified before Congress on 10 occasions and was instrumental in the passage of the Disaster Recovery Reform Act and the creation of the multi-billion-dollar Building Resilient Infrastructure in Communities (BRIC) Grant Program.

Prior to his federal appointment, Mr. Long served as Cabinet-Level Director of the Alabama Emergency Management Agency under the Governor, leading the state through eight Presidential-declared disasters and five state-declared emergencies, including the BP Deepwater Horizon oil spill response and the nation's first large-scale host-state evacuation during Hurricane Gustav. He also served as FEMA Region IV's National Hurricane Program Manager, providing technical guidance on hurricane preparedness and response across the Gulf and Atlantic coasts. His unparalleled depth of operational experience, policy expertise, and executive leadership makes him an extraordinary asset to DRC Emergency Services and the clients we serve.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate them on how to ensure compliance with Federal Policy and Procedures. Mr. Furr was the FEMA Region VI Debris Subject Matter Expert from 2013 - 2021, and he has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

STATE & FEDERAL PROGRAMS

The Public Assistance Program of the Federal Emergency Management Agency (FEMA) is aimed at providing support and resources for disaster recovery efforts. These programs facilitate the reimbursement of eligible expenses incurred by state and local governments, as well as certain nonprofit organizations, following a federally declared disaster.

The Public Assistance Program and Policy Guide (PAPPG) is a comprehensive, consolidated program and policy document for FEMA's Public Assistance Program. DRC thoroughly reviews and follows the PAPPG. The latest version is FEMA Policy 104-009-2, Public Assistance Program and Policy Guide Version 5.0 (issued January 6, 2025). This latest PAPPG supersedes all previous policies and publications for disasters declared on or after January 6, 2025.

Within the New Mexico Department of Homeland Security and Emergency Management (DHSEM), several programs are aligned with the FEMA Public Assistance Program. Key programs within DHSEM that are aligned with the FEMA Public Assistance Program include the following:

- Public Assistance Grants
- Hazard Mitigation Grant Program
- Community Disaster Loans

These programs, modeled after FEMA's framework, demonstrate the State's commitment to leveraging federal resources and implementing effective strategies to mitigate the impact of disasters and support long-term recovery efforts across the state.

FUNDING SOURCES

After a natural disaster, FEMA Public Assistance applicants have access to various funding sources to support their recovery efforts. These funding sources include federal grants, state matching funds, hazard mitigation grants, Community Development Block Grants (CDBG), and Natural Resources Conservation Service (NRCS) Funding. These funding sources provide crucial financial assistance to FEMA Public Assistance applicants, helping them rebuild and strengthen their communities in the aftermath of a natural disaster.

REIMBURSEMENT PROCESS

The FEMA Public Assistance reimbursement process is crucial for assisting applicants in recovering from disasters and restoring essential services to their communities. Key elements of this process include the following:

Eligibility Determination: FEMA evaluates the eligibility of projects submitted by applicants based on established criteria, including the type of work, its relationship to the disaster, and compliance with federal regulations.

Project Formulation: Applicants work with FEMA to develop detailed project worksheets that outline the scope of work, estimated costs, and supporting documentation for each eligible project.

Obligation of Funds: Once projects are approved, FEMA obligates funds to cover the federal share of eligible costs, up to 75% of the total project cost, with the applicant responsible for providing the non-federal match.

Documentation: Applicants must maintain accurate records and documentation throughout the project lifecycle, including procurement procedures, labor costs, equipment usage, and invoices, to support reimbursement claims.

EXPERIENCE WITH STATE AND LOCAL EMERGENCY MANAGEMENT AGENCIES

DRC Emergency Services has been actively engaged in disaster recovery efforts across the United States for the past 20 years, collaborating closely with local, state, and federal agencies. Our commitment is to assist in optimizing performance and ensuring reimbursement. DRC coordinates with the Public Assistance Firm and monitoring firm in each jurisdiction to review and reconcile every individual ticket and or line item for eligibility with all State and Federal agencies. This process expedites the submittal of accurate documentation in a timely manner. DRC has a strong track record of maximizing federal reimbursement for eligible work without any de-obligation.

In the State of New Mexico, we have worked directly with the New Mexico Department of Homeland Security and Emergency Management (DHSEM), following all FEMA Guidelines and Policies. DRC's management team participates in state conferences and workshops and stays up to date with relevant policies and procedures. DRC's thorough review of and adherence to FEMA's Public Assistance Program and Policy Guide demonstrates our commitment to efficient and effective disaster recovery processes.

ADHERENCE TO POLICY CHANGES

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our clients. DRC immediately implements internal measures to ensure that our clients and prospective clients are prepared to be fully compliant with any changes or updates to FEMA's policies. DRC carefully reviews scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of the Disaster Recovery Coalition of America (DRCA)**, the industry's trade organization. Through this membership, DRC helps shape policy and legislation relevant to jurisdictions' recovery processes. Our additional memberships in other professional organizations (NEMA, APWA and SWANA) provide us with recent industry knowledge necessary to support our client base.

MAJOR DISASTER RECOVERY PROJECTS

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

	EVENT	STATE	DECLARATION NUMBER
2025	New Mexico Severe Storms, Flooding, and Landslides	NM	DR-4886-NM
	Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding	TX	DR-4879-TX
	Mississippi Severe Storms, Straight-line Winds, Tornadoes, and Flooding	MS	DR-4790-MS

	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4860-KY

	EVENT	STATE	DECLARATION NUMBER
2024	Hurricane Milton	FL	DR-4834
	Hurricane Helene	FL, GA, SC, TN, VA	DR-4828, DR-4830
	Hurricane Francine	LA, TX	DR-4817
	Hurricane Beryl	TX	DR-4798
	New Mexico South Fork Fire and Salt Fire	NM	DR-4795
	Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding	TX	DR-4781

	EVENT	STATE	DECLARATION NUMBER
2023	Hawaii Wildfires	HI	DR-4724
	Washington Wildfires	WA	DR-4759
	Tennessee Severe Storms and Straight-line Winds	TN	DR-4735
	Hurricane Idalia	FL	DR-4734
	Oklahoma Severe Storms, Straight-line Winds, and Tornadoes	OK	DR-4706
	Texas Severe Winter Storm	TX	DR-4705
	Arkansas Severe Storms and Tornadoes	AR	DR-4698
	Mississippi Severe Storms, Straight-line Winds, and Tornadoes	MS	DR-4697
	Alabama Severe Storms, Straight-line Winds, and Tornadoes	AL	DR-4684

	EVENT	STATE	DECLARATION NUMBER
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645

	EVENT	STATE	DECLARATION NUMBER
2021	Marshall Fire and Straight-Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590

	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606

	EVENT	STATE	DECLARATION NUMBER
2020	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530

	EVENT	STATE	DECLARATION NUMBER
2019	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462

	EVENT	STATE	DECLARATION NUMBER
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362

	EVENT	STATE	DECLARATION NUMBER
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332

	EVENT	STATE	DECLARATION NUMBER
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277

	Winter Storm Jonas	MD, VA	DR-4261, DR-4262

	EVENT	STATE	DECLARATION NUMBER
2015	TX Severe Storms & Flooding	TX	DR-4269

	EVENT	STATE	DECLARATION NUMBER
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167

	EVENT	STATE	DECLARATION NUMBER
2013	Severe Storms and Tornadoes	OK	DR-4117
	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	MO	DR-4130

	EVENT	STATE	DECLARATION NUMBER
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080

	EVENT	STATE	DECLARATION NUMBER
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027

	EVENT	STATE	DECLARATION NUMBER
2010	TN Severe Flooding	TN	DR-1909

	EVENT	STATE	DECLARATION NUMBER
2009	Ice Storms	MD, VA	DR-1875, DR-1874

	EVENT	STATE	DECLARATION NUMBER
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750

	F5 Tornado	IA	DR-1763

	EVENT	STATE	DECLARATION NUMBER
2007	Ice Storms	MO	DR-1736

	EVENT	STATE	DECLARATION NUMBER
2006	Ice Storms	NY	EM-3268

	EVENT	STATE	DECLARATION NUMBER
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	LA, TX	DR-1606, DR-1607

SAFETY

Chad Braun serves as DRC's Director of Response Readiness. He joined DRC in 2025, bringing more than 15 years of experience with the U.S. Army Corps of Engineers (USACE). Most prominently, Mr. Braun served as a Subject Matter Expert for FEMA Debris Emergency Operations at the USACE Huntsville Center. In this role, he oversaw more than $700 million in construction projects and more than $350 million in service task orders annually. As DRC's Director of Response Readiness, Mr. Braun leads safety and quality control trainings for the entirety of DRC's network of employees and subcontractors. He establishes and enforces organizational safety procedures and oversees compliance and quality assurance standards. Furthermore, Mr. Braun is responsible for ensuring that all DRC operations are executed in accordance with federal, state, and local regulations, while maintaining a culture of safety, preparedness, and operational excellence across our entire organization.

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we serve.

Our goal is to ensure that all projects operate under the safest possible conditions and, as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's safety programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Policies, an Accident Prevention Plan, and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will achieve the following:

- Safeguard the public and government personnel, as well as property, materials, supplies, and equipment
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Reduce costs

"Your attention to safety is to be commended."

- Cynthia Halsey, Environmental Services, Okaloosa County, Florida

DRC's staff includes Sam Dancer, Safety Officer, and Jarod Tassin, Taylor Jumonville, Andy Allshouse, and Scott Matthews, Maintenance of Traffic (MOT) Specialists who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. A copy of DRC's Corporate Safety Plan is available for review upon request.

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in the following:

- Online FEMA doctrine
- Safety performance and practice
- Certifications related to individual disciplines

All personnel records (including those of management, supervisors, foremen, and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignments. All DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

Employee and Subcontractor Training Programs

Smith System Driver Training
Hazardous Materials Training
Demolition Safety
Asbestos Abatement Training
Power Line Awareness
Hazardous Communication
Lockout/Tagout
Fire Prevention Training

DRUG FREE WORKPLACE

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an ongoing condition of employment, employees are required to abide by this prohibition and to notify their supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

At DRC, we're always *striking back* against disaster.

REFERENCES

Texas Division of Emergency Management
Disaster Debris Removal Services, July 2025 Texas Hill Country Flood
July 2025 - Present
Contract total: $345,369,815.89* (ongoing)
Cubic yards: 6,514,657.5* (ongoing)
Kyle Wong - Recovery Chief - TDEM
(512) 774-8840
kyle.wong@tdem.texas.gov
313 E Anderson Lane
Austin, TX 78752

Kimble County, TX
Disaster Debris Removal Services, July 2025 Texas Hill Country Flood
September 2025 - March 2026
Contract total: $11,793,040.85
Cubic yards: 211,952.95
Kelly Millican
Kimble County, TX
(TDEM project)
Kelly.millican@co.kimble.tx.us
325-215-6241

Boulder County, CO
ROW specialty debris removal (vehicles, HHW, e-waste, etc.) and structural debris removal - Marshall Fire DR-4634
January 2022 - August 2022
Contract total: $30,637,746.88
Work completed: 569 APN
Ryan Airey
rairey@bouldercounty.org
303-413-7080

LETTERS OF RECOMMENDATION

CITY OF Lakeland PUBLIC WORKS

SOLID WASTE MANAGEMENT
605 EVELYN AVENUE
LAKELAND, FLORIDA 33801
863.834.8773

Eugene H. Ginn III
Solid Waste Manager
gene.ginn@lakelandgov.net
www.lakelandgov.net

DRC Emergency Services
111 Veterans Memorial Blvd, STE 401
Metairie, LA 70005

To Whom It May Concern,

I am pleased to write this letter of recommendation for DRC, following our collaboration after Hurricanes Ian 2022 and Milton 2024. Throughout our work together, DRC consistently demonstrated exceptional responsiveness and reliability during critical recovery efforts.

Their communication was clear, timely, and solution-oriented, which was invaluable in fast-moving and high-pressure recovery efforts. DRC's attention to detail and ability to meet tight deadlines ensured that each phase of the project progressed smoothly and efficiently. The staff assigned to our projects brought a high level of professionalism and competence, making them a trusted partner during a challenging time.

Based on their performance during two separate recovery events, I would recommend DRC for any future projects requiring skilled and dependable recovery services.

Respectfully,

Gene Ginn
Solid Waste Manager / City of Lakeland

Page 1 of 1

CLUTE TEXAS

108 E. Main Street ~ Clute, Texas 77531
Phone: (979) 265-2541
www.clutetexas.gov

May 7, 2025

Following Hurricane Beryl, DRC mobilized quickly — arriving in Clute the afternoon the storm passed (July 8) — and immediately began assisting with road clearance. Their crews were prompt, professional, and worked efficiently to remove debris and address hazardous trees and limbs throughout the city.

I met daily with the on-site supervisor and received detailed nightly reports outlining progress, including the volume and types of debris removed, as well as counts for hazardous limb and tree removals. Their communication and transparency throughout the process were excellent, and their performance greatly contributed to a safe and timely recovery for our community.

As with any large-scale debris operation, the process of bringing heavy trucks and equipment into residential areas can create additional challenges. Occasionally, trucks cut corners too closely, resulting in yard ruts, or mechanical arms caused minor damage such as scraped lawns or disturbed water meters. DRC was highly responsive to every resident complaint we received. Their crews went above and beyond to promptly investigate and resolve each issue, ensuring that all concerns were addressed to the satisfaction of our residents.

Based on their responsiveness, professionalism, and the overall quality of work, I highly recommend DRC Emergency Services.

Will Blackstock
Director of Special Projects
Emergency Management Coordinator
City of Clute, Texas
(979) 265 – 8392
wblackstock@clutetexas.gov

To: DRC

From: Richard McHale, Interim Director Austin Resource Recovery

Date: July 17, 2023

Subject: Letter of Recommendation

Letter of Recommendation

The City of Austin has a contract with numerous debris collection companies and was required to activate that contact this past year due to ice storm Mara. One company we contracted with and activated was DRC. DRC was quick to mobilize and begin initial damage assessments. They brought in their team and were able to ramp up operations quickly, making our recovery effort a notable success. They worked efficiently and professionally and were a key part of our success in restoring our community. While we don't look forward to natural disasters, it is assuring to know that we have experienced contractors to supplement our teams when needed.

Richard McHale
Interim Director
Austin Resource Recovery

St. Bernard Parish Government
8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbpg.net

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home – it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,

Ronald J. Alonzo, Jr.

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097

GORDON E. DOVE
PARISH PRESIDENT

(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG

COUNCIL
MARK McCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE

1025 HORSHAM ROAD

HORSHAM, PA 19044
215-643-3131 PHONE
215-643-0448 FAX

WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER

DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way thought our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration

WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951
Phone (318) 628-5824 Fax (318) 628-7336
E-Mail: pj1admin@wppj.net
www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

District One
Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of $2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

Joshua McAllister
President
Winn Parish Police Jury

JM/kt

Olen Bean
Emergency Management Coordinator

Clif Kennedy
DRC Emergency Services
P: 504.482.2848 M: 713-715-8772
E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

Olen Bean
Newton County EMC

July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

222 Saint Louis Street, Baton Rouge, LA 70802

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR

P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,

Billy Nungesser
Lieutenant Governor

WHN/ls

May 22, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern,

On behalf of Manatee County, it is my pleasure to take this opportunity to recommend DRC Emergency Services, LLC as a disaster response contractor.

On September 29, 2022, the devastating Category 4 Hurricane Ian made landfall in southwest Florida doing considerable damage to the Manatee County community. DRC's response was immediate and effective. DRC worked with County personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. DRC simultaneously provided ROW debris removal, waterway debris removal, and logistics services in the wake of Hurricane Ian. Not only was DRC highly professional, they were personable and, through logistic services, gave hope to our community. DRC provided quick and effective debris clearance and removal services as well as a variety of logistical measures to help us respond to this disaster quickly. DRC's integrity and resilience in the face of destruction is unparalleled.

This was our first time using DRC Emergency Services and we were highly impressed. Manatee County used DRC to do our first push and quickly remove 591,000 cubic yards of debris.

DRC has proven they are committed to serving our community – which is what we value most. It is without reservation that I enthusiastically endorse DRC Emergency Services, LLC a disaster response contractor.

Respectfully,

Courtney De Pol

Digitally signed by Courtney De Pol
Date: 2023.05.22 12:10:27 -04'00'

Courtney De Pol
Deputy County Administrator
Manatee County Government

BRANDON DUBOIS
District 1, Montgomery, Louisiana
JOHNNY JAMISON
District 2, Colfax, Louisiana
CEPHAS BOWIE, JR.
District 3, Colfax, Louisiana
ARNOLD MURRELL
District 4, Colfax, Louisiana

Grant Parish Police Jury
200 Main Street - Courthouse Building
Colfax, Louisiana 71417
Telephone: 318-627-3157
Fax: 318-627-3527

MARK BALL
District 5, Bentley, Louisiana
WINSTON ROBERTS
District 6, Pollock, Louisiana
DAVID MERRELL
District 7, Dry Prong, Louisiana
DONALD G. ARNOLD
District 8, Georgetown, Louisiana

October 2, 2020

To Whom It May Concern,

On behalf of Grant Parish, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

In August of this year, Hurricane Laura impacted the lives of many Louisianans, unfortunately including Grant Parish. In response, we put out an emergency RFP for debris removal and disposal services and awarded DRC Emergency Services. The dedicated coordinators and leaders of DRC expeditiously mobilized the necessary resources in response to the immense debris removal and disposal task at hand.

This is our first time working with DRC and their services have exceeded our highest expectations. They exude a level of knowledge and expertise that simply inspires trust. To date, DRC has performed all work in a professional, efficient, and timely manner while treating the parish residents with the utmost respect and compassion.

DRC Emergency Services is indeed a rare find and I highly recommend them as an Emergency Management Contractor.

Respectfully,

Jessie Pace

Jessie Pace
Secretary/Treasurer
Parish Manager
Grant Parish Police Jury

RELEVANT WORK EXPERIENCE

*indicates project is ongoing and amounts are subject to change

2025	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
TEXAS FLOOD EVENTS	**Texas:** Texas Division of Emergency Management in Travis County, Leander (City of), Jonestown (City of), McCullock County & Melvin (City of), Mason County & Mason (City of), Williamson County & Georgetown (City of), Kimble County, San Saba County & San Saba (City of), Burnett County & Burnett (City of), and Kendall County; Travis County, Austin (City of)	16	*3,086,896.25	*$156,074,692.62
KENTUCKY FLOOD EVENTS	**Kentucky:** Laurel County, Floyd County, Knott County, Pike County, Coal Run (City of), Letcher County	8	*54,848.80	*$1,663,624.46
FIRES	**California:** Orange County, Riverside County	N/A	TBD	*$9,945,550.00
TORNADOES	**Kentucky:** State of Kentucky **Mississippi:** Covington County **Missouri:** St. Louis County **Tennessee: USACE** - Hendersonville (Old Hickory), Tennessee Valley Authority (Partnership), Erwin (Town of) **Texas:** Navarro County	4	*123,386.56	* $1,971,416.57
SEVERE WEATHER EVENTS	**Florida:** Broward County, Miami (City of), Pinellas County, Sarasota County **Louisiana:** Jefferson Parish, Iberville Parish, Lafayette, Tangipahoa Parish **Texas:** Jacinto City (City of), Austin (City of), Travis County **Virginia:** Virginia Department of Transportation **Missouri:** St. Louis County	*3	*37,012.40	*$997,932.61

2024	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
HURRICANE MILTON	**Florida:** Palm Coast, Sarasota County, Belleair (City of), Pasco County, Port Richey, Vero Beach, Sarasota (City of), Orlando (City of), Deland (City of), Kenneth City (City of), St. Lucie County, Pinellas County, Bradenton (City of), Lakeland (City of)	31	4,107,799.75	$109,729,801.17
HURRICANE HELENE	**Florida:** South Pasadena (City of), Maderia Beach (City of), Pasco County, Dunedin (City of), Largo (City of), Largo (City of), Bradenton (City of), Citrus County, Crystal River (City of), Indian Rocks Beach (City of), Longboat Key (City of), Pinellas County, Tavares (City of), Largo (City of) **Georgia:** Camden County, Georgia Department of Transportation - Districts 4 and 5, Kingsland (City of), Richmond Hill (City of), St. Marys (City of), **South Carolina:** South Carolina Department of Transportation	88	11,567,347.27	$549,985,797.84
HURRICANE FRANCINE	**Louisiana:** Ascension Parish, Donaldsville (City of), Lafourche Parish, Iberville Parish, Louisiana Department of Transportation - District 02 and 61, Morgan City (City of), St. Charles Parish, Terrebonne Parish	10	425,716.90	$6,635,483.15
SOUTH FORK AND SALT FIRES	**New Mexico:** New Mexico Department of Homeland Security and Emergency Management	N/A	885,577.31	$115,098,101.47
HURRICANE BERYL	**Texas:** Counties of Brazoria, Harris, Matagorda, and Wharton; Cities of Bay City, Bellaire, Clute, Conroe, Dayton, East Bernard Humble, Jamaica Beach, Liberty, and Houston Memorial Park	22	2,046,738.22	$32,296,761.34

SEVERE WEATHER EVENTS	**Alabama:** Dauphin Island (Town of) **Florida**: Jackson County, Florida A&M University **Louisiana:** Louisiana Department of Transportation- District 07, Lafourche Parish, Tangipahoa Parish, East Baton Rouge Parish, Iberville Parish, Lafayette Parish, Pointe Coupee Parish, Baker (City of) **Texas:** City of Houston and Harris County	9	1,359,664.29	$32,649,110.83

2023	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
SEVERE WEATHER EVENTS & MAINTENANCE CONTRACTS	**Alabama:** Dauphin Island (Town of), City of Enterprise **Florida**: City of Hollywood, Manatee County, City of Pembroke Park, Sarasota County **Louisiana:** East Baton Rouge Parish/City of Baton Rouge, Cameron Parish Police Jury, City of Lake Charles **Tennessee**: City of Lakeland **Texas:** City of Austin, City of Houston, City of Lakeway, City of Tyler, Republic Services, Harris County, TX Flood Control District	1	1,048,139	$25,071,085
OREGON & GRAY ROAD FIRES	**Washington:** State of Washington (Spokane County)	N/A	N/A	$1,590,213
HAWAII FIRES	**Hawaii:** Maui	N/A	N/A	$21,238,681
TORNADOES	**Alabama:** City of Selma, AL Department of Transportation - Dallas County **Arkansas:** City of Little Rock **Mississippi:** City of Moss Point, Monroe County **Oklahoma:** City of Shawnee, Pottawatomie County **Georgia:** Georgia Department of Transportation - Chatham County	7	1,391,475	$19,941,646
HURRICANE IDALIA	**Florida**: Citrus County, City of Crystal River, City of New Port Richey, Florida A&M University, FDOT District 2 (Chiefland, Gainesville, Lake City, Perry, St. Augustine)	5	37,748	$1,194,096

2022	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
SEVERE WEATHER EVENTS & MAINTENANCE CONTRACTS	**Florida:** Manatee County **Louisiana:** Pointe Coupee Parish, City of Monroe, East Baton Rouge Parish/City of Baton Rouge **North Carolina:** City of Greenville **South Carolina:** South Carolina Department of Transportation - Jasper **Tennessee:** City of Lakeland **Texas:** City of Houston, Atascocita Community Improvement Association (Houston, TX), City of Austin **Virginia:** City of Richmond	N/A	238,595	$22,959,139
FLOODING	**Colorado:** Larimer County **Missouri:** City of St. Charles, County of St. Charles	N/A	17,606	$1,862,050
TORNADOES	**Louisiana:** St. Charles Parish, St. Bernard Parish	1	78,428	$864,621
HURRICANES IAN & NICOLE	**Florida:** City of Bradenton, City of Debary, City of Deland, City of Daytona Beach, Florida Department of Emergency Management, Florida Department of Environmental Protection, FL Department of Transportation Districts 1, 2, & 5, City of Lakeland, School District of Lee County, Town of Longboat Key, City of Maitland, Manatee County, Sarasota County, The School Board of Sarasota County, City of St. Augustine, Moffitt Services, City of St. Augustine, City of Hollywood	21	4,998,953	$351,628,392

2021	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
SEVERE WEATHER EVENTS & MAINTENANCE	**Alabama:** State of Alabama Department of Conservation and Natural Resources, City of Mobile **Florida:** Pinellas County **Louisiana**: Ascension Parish, East Baton Rouge Parish/City of Baton Rouge, City of Central **Texas:** TxDOT Brazoria County, City of Houston, City of Austin, City of Dallas, Harris County, Texas Republic Services, Galveston County, City of Galveston	3	442,111	$18,180,716

HURRICANE IDA	**Alabama:** Town of Dauphin Island **Louisiana:** Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Freshwater District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Town of Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, LADOTD 02, Lafourche Parish, Lafourche School District, Town of Lutcher, Village of Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Governor's Office of Homeland Security, City of Kenner, Jefferson Parish Sheriff's Office **Florida:** FDOT District 2 **Pennsylvania:** Montgomery County	93	18,022,893.93	$335,024,777.02
TORNADOES	**Alabama:** Calhoun County, Shelby County, Randolph County - ACCA **Georgia:** Coweta County **Kentucky:** City of Mayfield, USACE - Graves County	4	827,146	$21,477,531
TROPICAL STORM NICHOLAS	**Texas:** City of Bay City, TX Department of Transportation, Matagorda County	2	30,236	$587,231
MARSHALL FIRES	**Colorado:** Boulder County	N/A	N/A	$27,116,548

2020	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
2020 CALIFORNIA WILDFIRES	**California:** CalRecycle (Fresno County, Los Angeles County, Madera County, Mono County, Tulare County)	N/A	201,200.00	$81,861,575.10

HURRICANE ZETA	**Alabama:** Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County **Georgia:** Forsyth County **Louisiana:** New Orleans, Slidell, St, Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish **Mississippi:** Lucedale, Moss Point, Stone County	34	1,802,022	$32,680,711
HURRICANE DELTA	**Louisiana:** Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	6	560,939	$7,034,400
HURRICANE SALLY	**Alabama:** Dauphin Island, Mobile, Mobile County, Pritchard, Semmes **Florida:** Gulf Breeze, Mary Esther, Niceville	10	840,327	$15,097,451
HURRICANE LAURA	**Louisiana:** Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish , Vernon Parish, Winn Parish **Texas:** Matagorda County	24	2,530,839	$36,477,281
HURRICANE ISAIAS	**Florida:** Deland, **North Carolina:** City of Wilmington	2	237,497	$2,744,713
BABB ROAD WILDFIRE	**Washington:** Washington State Emergency Management Division	N/A	17,519	$3,896,376

2019	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
2019 HURRICANE SEASON	**Louisiana:** Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East	7	390,713	$5,880,537

	Baton Rouge Parish/City of Baton Rouge **Florida:** City of Miami Beach **North Carolina:** Town of Pine Knoll Shores, Wilmington, Pender County **Texas:** Jefferson County, City of Liberty, Nederland, and Houston			
2018	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
HURRICANE MICHAEL	**Florida:** Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City **Georgia:** Colquitt	33	5,845,393	$99,240,250
HURRICANE FLORENCE	**North Carolina:** Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	31	2,450,485	$66,173,873
ALABAMA TORNADO OUTBREAKS	**Alabama:** Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	$5,009,976.14
2017	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
HURRICANE HARVEY	**Texas:** Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	4,283,624	$124,470,804
HURRICANE IRMA	**Florida:** Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine **Georgia:** Brunswick	30	3,692,035	$45,093,237

HURRICANE MARIA	**Puerto Rico:** Department of Transportation and Public Works, Puerto Rico's Department of Parks and Recreation	13	1,139,212	$82,088,685
2016	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
WINTER STORM JONAS	**Maryland:** Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore **Virginia:** Loudoun County	N/A	N/A	$1,002,792
MULTIPLE SEVERE WEATHER EVENTS AND FLOODING	**Texas:** Harris County, Houston, Texas DOT **Louisiana:** East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	$50,000,000
HURRICANE HERMINE	**Florida:** Citrus County, Leon County	N/A	209,941	$1,792,096
HURRICANE MATTHEW	**Florida:** Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian **North Carolina:** New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach **Georgia:** Georgia Department of Transportation	14	878,856	$13,749,773
2015	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
2015 SEVERE WEATHER EVENTS & MAINTENANCE CONTRACTS	**Alabama:** AL Department of Transportation - District 2 **Louisiana:** East Baton Rouge Housing Authority, Ascension Parish **Mississippi:** Jackson County **Missouri:** St. Louis County **Texas:** Ethyl Road Industrial Park, Castlerock Communities, City of Corpus Christi, New Caney Defined Benefits Area MUD within the City of Houston ETJ in Montogomery County, Harris County	N/A	165,977	$4,182,498
TEXAS FLOOD EVENT	**Texas:** Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463	$2,039,329
LOUISIANA STORM EVENT	**Louisiana:** East Baton Rouge Parish and Ascension Parish	N/A	135,977	$815,867

10 YEAR PAST PERFORMANCE

*indicates project is ongoing and amounts are subject to change

2025

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
10/1/2025	Ongoing	Miami (City of)	Vessel Crushing and Removal	TBD	TBD
	Ongoing	TDEM - Menard County/City	July 2025 Flooding	$5,022,829.92*	99,976.60
TBD	Ongoing	State of NM Spring Floods	Spring 2025 PPDR and Erosion Control	TBD	TBD
8/25/2025	Ongoing	TDEM - Travis County	July 2025 Flooding	$9,157,766.57*	179,585.00
9/9/2025	Ongoing	TDEM - City of Leander	July 2025 Flooding	$3,110,196.60*	60,875.65
9/3/2025	Ongoing	TDEM - City of Jonestown	July 2025 Flooding	$910,540.25*	17,766.80
9/29/2025	Ongoing	TDEM - Mason County and City	July 2025 Flooding	$3,711,568.18*	78,513.60
9/9/2025	Ongoing	TDEM - Williamson County & City of Georgetown	July 2025 Flooding	$19,793,941.21*	390,914.00
9/9/2025	Ongoing	TDEM - Kimble County	July 2025 Flooding	$8,931,054.19*	169,669.75
8/25/2025	Ongoing	TDEM - San Saba County and City	July 2025 Flooding	$69,341.07*	164.45
8/16/2025	Ongoing	TDEM - Burnett County and City	July 2025 Flooding	$28,002,170.79*	550,103.70
9/3/2025	Ongoing	TDEM - McCulloch County/City of Melvin	July 2025 Flooding	$6,768,449.06*	134,501.75
8/15/2025	Ongoing	Sarasota County, FL	Waterways & Drainage Debris Removal	TBD	TBD
8/15/2025	Ongoing	Iberville Parish, LA	Bulk Waste Collection 2025	TBD	TBD
8/12/2025	Ongoing	Pinellas County, FL	Waterway Debris Removal	TBD	TBD
7/1/2025	Ongoing	Travis County, TX	Post Disaster Debris Removal and Disposal Services	$4,100,618.38*	121,872.00
7/29/2025	7/29/2025	St. Louis County, MO	Tornado Debris Removal	$41,500.00	Lump Sum
7/25/2025	Ongoing	TDEM - Kendall County	July 2025 Flooding	$12,878,190.04*	252,097.70
6/30/2025	Ongoing	Republic Services - Dallas	Severe Weather	TBD	TBD
6/3/2025	6/28/2025	Austin (City of), TX	2025 May Flood	$266,138.82	32,298.40

6/16/2025	6/30/2025	State of KY	2025 April Tornadoes	$399,790.36*	31,453.00
6/1/2025	7/18/2025	Laurel County, KY	2025 February Flood DR-4860	$501,371.11	31,574.00
5/28/2025	Ongoing	Covington County, MS	2025 March Tornado	$879,742.39	60,339.60
April	Ongoing	Erwin (Town Of), TN	Flood Debris Activation	TBD	TBD
4/12/2025	5/2/2025	Floyd County, KY	February 2025 Flood Event DR-4860	$13,094.81*	208.80
4/10/2025	5/31/2025	Tangipahoa Parish, LA	Hurricane Ida Demolitions	$153,464.63	6,143.50
4/1/2025	5/15/2025	Knott County, KY	February 2025 Flood Event DR-4860	$176,006.79	3,862.00
3/31/2025	Ongoing	Orange County, CA	Airport Fire	7,367,300.00*	Per APN
3/16/2025	6/15/2025	Letcher County, KY	February 2025 Flood Event DR-4860	$1,073,028.56*	22,516.00
3/6/2025	5/20/2025	Navarro County, TX	2025 Tornado	$148,860.00	Hourly
3/1/2025	6/15/2025	Pike County, KY	February 2025 Flood Event DR-4860	$310,643.62*	21,710.00
3/1/2025	5/31/2025	Coal Run, KY	February 2025 Flood Event DR-4860	$90,850.68*	6,552.00
2/18/2025	Ongoing	State of New Mexico ROW	Wildfires and floods	$3,571,413.21*	31,050.54
2/17/2025	3/11/2025	Jacinto City (City of), TX	February 2025 Flood Event DR-4860	$83,582.68	4,714.00
1/21/2025	1/24/2025	Lafayette, LA	Disaster Debris Removal	$52,220.00	Hourly
1/21/2025	1/21/2025	Jefferson Parish, LA	Logistics	$15,925.49	Logistics
1/17/2025	1/23/2025	Tangipahoa Parish	Logistics	$17,187.49	Logistics
1/7/2025	Ongoing	USACE - Hendersonville, TN (Old Hickory Lake)	Old Hickory Tornado Recovery Debris Removal Project, Hendersonville, TN	$4,543,532.53*	Lump Sum
1/6/2025	Ongoing	State of New Mexico Private Property Debris Removal and Erosion Control Services	PPDR and Erosion Control Services	$31,454,894.14	223,118.45
1/18/2025	8/28/2025	Tennessee Emergency Management Agency (Subcontractor)	TN SWC Debris Removal Services Hurricane Helene DR-4832	$343,162,348.64*	3,466,350.47

2024

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/16/2024	2/28/2025	Largo (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,794,978.05	67,513.35
12/10/2024	1/2/2025	Tavares (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$50,410.40	0.00
11/16/2024	3/15/2025	State of Virginia Department of Emergency Management - VDEM	Hurricane Helene - Disaster Debris Removal DR-4831	$5,733,976.00*	72,747.00
11/16/2024	1/10/2025	South Pasadena (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$11,406.55	692.20
11/16/2024	2/3/2025	Indian Rocks Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$400,847.89	13,626.65
10/18/2024	3/30/2025	Tennessee Department of Transportation (Subcontractor)	Hurricane Helene - Disaster Debris Removal DR-4832	$28,339,501.11*	524,892.33
10/30/2024	11/2/2024	Palm Beach County Schools	Hurricane Milton - Disaster Debris Removal DR-4834	$4,700.00	376.00
10/24/2024	12/27/2024	Palm Coast (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$199,931.27	10,032.65
10/22/2024	12/20/2024	Sarasota (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$2,397,274.25	159,125.80
10/22/2024	12/20/2024	Sarasota County, FL	Hurricane Milton - Disaster Debris Removal & Logistics DR-4834	$1,734,841.20	Logistics
10/19/2024	11/2/2024	Belleair (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$294,868.10	11,635.00
10/18/2024	10/27/2024	Pasco County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$90,068.90	3,851.35
10/17/2024	10/27/2024	Port Richey (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$112,250.54	8,465.35
10/17/2024	12/13/2024	Vero Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$884,369.36	66,682.00

10/17/2024	1/10/2025	South Pasadena (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$595,063.75	25,668.85
10/16/2024	12/31/2024	Orlando (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$45,308.06*	3,676.00
10/16/2024	1/10/2025	Madeira Beach (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$3,284,236.71	139,256.35
10/15/2024	12/13/2025	Deland (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$339,436.14*	17,132.00
10/15/2024	2/13/2025	Kenneth City (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$206,732.96*	8,682.50
10/15/2024	4/30/2025	Pinellas County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$1,512,769.74	3,830.85
10/15/2024	3/13/2025	Bacon County, GA	Hurricane Helene - Disaster Debris Removal DR-4830	$19,634,457.25*	1,254,955.32
10/14/2024	12/19/2024	Bradenton (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,623,006.71	60,004.75
10/14/2024	3/2/2025	Manatee County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$61,451,722.12*	2,514,216.45
10/14/2024	1/17/2025	St. Lucie County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$3,199,582.31	172,191.30
10/11/2024	10/14/2024	Madeira Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$88,075.00	Hourly
10/10/2024	4/16/2025	Pinellas County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$27,095,338.92	605,150.05
10/8/2024	10/11/2024	Florida Department of Transportation - District 1	Hurricane Milton - Disaster Debris Removal DR-4834	$145,175.25	Hourly
10/8/2024	10/10/2024	Florida Department of Transportation - District 2	Hurricane Milton - Disaster Debris Removal DR-4834	$146,250.00	Hourly
10/8/2024	9/8/2025	Spartanburg County, SC	Hurricane Helene - Disaster Debris Removal DR-4830	$24,517,920.09*	1,414,369.10
10/8/2024	4/15/2025	Georgia Department of Transportation - Districts 2, 4, & 5	Hurricane Helene - Disaster Debris Removal DR-4830	$86,873,352.99	4,082,172.90
10/8/2024	10/10/2024	Florida Department of Transportation - District 2	Hurricane Helene - Emergency Cut and Toss DR-4828	$191,250.00	Hourly

10/6/2024	10/17/2024	Pasco County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$50,984.04	3,844.95
10/5/2024	10/7/2024	Dunedin (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$10,598.40	1,380.00
10/5/2024	1/29/2025	Largo (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$72,449.25	1,832.90
10/4/2024	10/7/2024	Bradenton (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$33,392.15	1,392.50
10/4/2024	10/11/2024	Citrus County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$53,891.14	3,260.00
10/4/2024	10/7/2024	Crystal River (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$20,385.13	1,610.20
10/4/2024	2/3/2025	Indian Rocks Beach (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$19,168.95	1,115.65
10/4/2024	10/18/2024	Kingsland (City of), GA	Hurricane Helene - Disaster Debris Removal DR-4830	$76,649.05	4,328.40
10/3/2024	2/9/2025	Longboat Key (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,201,775.04	31,823.30
10/3/2024	2/9/2025	Longboat Key (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$864,998.30	31,823.30
10/2/2024	10/24/2024	Camden County, GA	Hurricane Helene - Disaster Debris Removal DR-4830	$103,174.34	7,125.30
10/1/2024	1/15/2025	Lakeland (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$3,262,350.30	138,835.00
10/1/2024	5/31/2025	South Carolina Department of Transportation	Hurricane Helene - Disaster Debris Removal DR-4829	$17,543,545.12	901,897.00
10/1/2024	10/31/2024	St. Mary's (City of), GA	Hurricane Helene - Disaster Debris Removal DR-4830	$265,284.55	17,510.10
10/1/2024	10/1/2024	Napoleonville, Village of, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$10,000.00	Lump Sum
10/1/2024	10/14/2024	Louisiana Department of Transportation - District 61	Hurricane Francine - Disaster Debris Removal DR-4817	$447,757.02	26,693.60
9/27/2024	11/15/2024	Assumption Parish, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$118,539.09	13,248.20

9/25/2024	9/27/2024	Florida Department of Transportation - District 02	Hurricane Debby - Cut and Toss	$306,500.00	Hourly
9/23/2024	10/25/2024	Louisiana Department of Transportation - District 02	Hurricane Francine - **Disaster Debris Removal DR-4817**	$925,777.40	53,161.15
9/23/2024	11/7/2024	Ascension Parish, LA	Hurricane Francine - **Disaster Debris Removal DR-4817**	$140,400.50	14,534.15
9/16/2024	10/15/2024	East Baton Rouge/City of Baton Rouge	Hurricane Francine - **Disaster Debris Removal DR-4817**	$458,212.50	Hourly
9/16/2024	10/31/2024	Lafourche Parish, LA	Hurricane Francine - **Disaster Debris Removal DR-4817**	$397,900.39	34,124.90
9/15/2024	10/11/2024	Morgan City (City of)	Hurricane Francine - **Disaster Debris Removal & Logistic Support DR-4817**	$545,989.24	34,950.00
9/12/2024	10/3/2024	Terrebonne Parish, LA	Hurricane Francine - **Disaster Debris Removal & Logistic Support DR-4817**	$2,671,530.03	219,706.00
9/7/2024	9/18/2024	Iberville Parish	Hurricane Francine - Disaster Debris Removal DR-4817	$16,902.50	Hourly
9/7/2024	9/18/2024	Holiday Lakes (Town of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$152,115.87	11,335.90
9/5/2024	9/20/2024	ALDOT- Guntersville Area	June Weather Event	$91,748.00	7,601.60
8/22/2024	9/10/2024	City of Richmond Hill, GA	Hurricane Helene - **Disaster Debris Removal DR-4830**	$59,613.77	7,584.45
10/3/2024	11/15/2024	Richmond Hill (City of), GA	Hurricane Debby - Disaster Debris Removal	$180,014.11	13,127.25
8/14/2024	9/5/2024	Bradenton (City of), FL	Hurricane Debby - Disaster Debris Removal	$58,290.11	6,014.75
8/12/2024	8/23/2024	TxDOT - Jefferson County	**Hurricane Beryl** - Disaster Debris Reduction and Haul Out **DR-4798**	TBD	TBD
8/12/2024	8/23/2024	Jasper County, TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$40,395.00	Hourly
7/29/2024	1/6/2025	State of New Mexico	Private Property Debris Removal and Erosion Control Services - **DR-4795-NM**	$66,624,322.88*	160,715.53

7/19/2024	9/5/2024	Dayton (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$64,605.79	6,226.61
7/18/2024	8/31/2024	Bellaire (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$406,452.18	29,565.75
7/18/2024	9/23/2024	Conroe (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$762,484.20	46,695.57
7/16/2024	9/3/2024	Clute (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$1,012,433.82	78,039.20
7/15/2024	9/18/2024	East Bernard (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$15,642.54	1,152.00
7/15/2024	9/30/2024	Brazoria County, TX	Hurricane Beryl - Disaster Debris Removal & Logistic **Support DR-4798**	$4,993,176.26	322,588.30
7/15/2024	9/30/2024	Wharton County, TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$410,572.82	29,702.00
7/15/2024	8/15/2024	Humble (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$396,342.67	26,494.05
7/15/2024	8/31/2024	Liberty (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$187,053.07	11,791.30
7/13/2024	8/31/2024	Bay City (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$416,702.58	40,466.00
7/13/2024	9/4/2024	Matagorda County, TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$762,196.61	66,180.00
7/13/2024	7/30/2024	Montgomery County, TX	Hurricane Beryl - **Logistic Support DR-4798**	$36,000.00	Logistics
7/12/2024	12/20/2024	Beauregard Parish, LA	Tree Removal	$42,822.05	779.17
7/10/2024	8/29/2024	Jamaica Beach (City of), TX	Hurricane Beryl - **Logistic Support DR-4798**	$52,114.23	Logistics
7/10/2024	10/15/2024	San Leon (City of), TX	Hurricane Beryl - **Logistic Support DR-4798**	$89,137.11	Logistics
7/9/2024	11/13/2024	Houston (the City of), Texas	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$15,651,850.94	953,699.00
7/9/2024	10/9/2024	Harris County, Texas	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$6,657,690.15	417,661.45
6/26/2024	7/2/2024	Jamaica Beach (City of), TX	Hurricane Beryl - **Disaster Debris Removal DR-4798**	$17,640.00	Hourly

6/19/2024	6/21/2024	Hallandale Beach, FL	Severe Weather Event of June, 2024	$18,900.00	Hourly
6/19/2024	8/14/2024	Waller County, TX	Severe Weather Event - **May Derecho**	$313,772.50	Hourly
6/17/2024	6/27/2024	Vermillion Parish, LA	Severe Weather Event of May, 2024	$349,366.60	43,885.47
6/5/2024	7/16/2024	Houston Memorial Park	Severe Weather Event - **May Derecho & Hurricane Beryl DR-4798**	$10,400.00	Lump Sum
6/4/2024	6/8/2024	Baker, City of, LA	Severe Weather Event of May, 2024	$29,362.50	Hourly
6/3/2024	7/13/2024	Lafayette Parish, LA	Severe Weather Event of May, 2024	$732,126.73	45,785.80
5/24/2024	8/25/2024	Houston (the City of), Texas	Severe Weather Event - **May Derecho**	$10,357,686.88	648,295.00
5/20/2024	9/10/2024	Harris County, Texas	Severe Weather Event - **May Derecho**	$6,013,215.44	394,607.05
5/20/2024	6/3/2024	Iberville Parish, LA	Severe Weather Event of May, 2024	$83,600.00	Hourly
5/11/2024	5/12/2024	Florida A&M University	Debris Removal in Response to May Tornado	$99,800.00	Hourly
5/1/2024	6/26/2024	Lafourche Parish, LA	Specialty Demolition Project in Response to Hurricane Ida	$190,796.75	3,617.00
4/26/2024	6/6/2024	Pointe Coupee Parish, LA	Bulk Waste Removal	$66,375.00	Hourly
4/22/2024	8/15/2024	Louisiana Department of Transportation-District 07	Contingency Contract for Disaster Debris Removal - **Hurricane Laura**	$776,077.18	18,963.00
1/29/2024	Ongoing	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	2,911,500.00*	Hourly
1/18/2024	3/11/2024	Jackson County, FL	Debris Removal and Disposal Services	$753,405.79	70,472.00
1/10/2024	1/26/2024	Town of Dauphin Island, AL	Contract for Sand	$44,450.00	Hourly
1/2/2024	3/28/2024	State of Washington	Debris Cleanup Services - Spokane, WA - **Oregon & Gray Fires**	$1,590,213.96	Hourly

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/4/2023	1/30/2024	Georgia Department of Transportation - Chatham County	Reduction and Haul Out in response to Hurricane Idalia DR-4738-GA	$183,545.00	Lump Sum
12/4/2023	12/12/2023	Harris County, TX Flood Control District	Bender Road Vegetation Reduction	$120,807.24	Lump Sum
11/16/2023	11/18/2023	Hollywood (City of), FL	Beach Sand Removal	$44,385.00	Hourly
10/21/2023	10/21/2023	City of Pembroke Park, FL	Dead Fish Removal and Disposal Services	$5,000.00	Hourly
10/16/2023	1/26/2024	Dawson Solutions, LLC	Maui Wildfires - Environmental Assessment Project **DR-4724**	$21,238,681.02	Hourly
9/13/2023	3/7/2024	Louisiana Department of Transportation - District 62	Hazardous Tree Removal and Disposal in response to Hurricane Ida - **DR-4611**	$1,234,916.48	25,968.00
9/11/2023	9/21/2023	City of New Port Richey, FL	Disaster Recovery and Debris Removal Services - **DR-4734**	$9,558.44	1,213.00
9/6/2023	9/14/2023	Town of Dauphin Island, AL	Contract for Sand	$34,912.50	Hourly
9/6/2023	10/21/2023	City of Crystal River, FL	Emergency Debris Management Services - **DR-4734**	$177,452.54	11,411.60
9/5/2023	10/23/2023	Citrus County, FL	Emergency Debris Management Services - **DR-4734**	$394,586.09	25,123.70
8/31/2023	8/31/2023	Florida A&M University	Emergency Debris Management Services - **DR-4734**	$6,986.00	Hourly
8/30/2023	8/31/2023	Florida Department of Transportation - District 2 Lake City Maintenance	Hurricane Idalia Cut and Toss - **DR-4734**	$56,012.50	Hourly
8/30/2023	8/31/2023	Florida Department of Transportation - District 2 Chiefland Maintenance	Hurricane Idalia Cut and Toss - **DR-4734**	$102,081.25	Hourly
8/29/2023	8/31/2023	Florida Department of Transportation - District 2 Gainesville Maintenance	Hurricane Idalia Cut and Toss - **DR-4734**	$96,450.00	Hourly

8/29/2023	8/29/2023	Florida Department of Transportation - District 2 Perry Maintenance	Hurricane Idalia Cut and Toss - **DR-4734**	$117,425.00	Hourly
8/29/2023	8/30/2023	Florida Department of Transportation - District 2 St. Augustine Maintenance	Hurricane Idalia Cut and Toss - **DR-4734**	$50,000.00	Hourly
8/21/2023	9/14/2023	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	$52,250.00	Hourly
8/7/2023	10/12/2023	East Baton Rouge Parish/City of Baton Rouge	Contract for Debris Removal Assistance	$189,263.93	11,843.80
7/22/2023	8/7/2023	City of Enterprise, AL	Bulk Waste and Brush Removal	$65,000.00	Hourly
7/11/2023	8/8/2023	City of Lakeland, TN	Emergency Debris Removal Services	$241,575.73	25,421.30
6/26/2023	12/21/2023	City of Moss Point, MS	Contract for Debris Removal Assistance	$548,329.45	36,645.89
6/23/2023	7/12/2023	Harris County, TX	Disaster Debris Removal and Disposal	$539,066.34	43,253.50
6/9/2023	1/31/2024	City of Shawnee, OK	Debris Removal Services - April 2023 Tornado - **DR-4706-OK**	$1,040,755.99	49,632.20
6/2/2023	7/27/2023	Cameron Parish Police Jury	Private Property Debris Removal Program - Batch 1	$87,500.00	Per APN
5/24/2023	6/10/2023	Republic Services	Contract for Bulky Waste Removal	$131,492.50	n/a
5/22/2023	3/1/2024	City of Houston, TX	Mechanical and/or hydraulic dredging of sand and sediment from public waterways	$6,153,335.55	192,070.25
5/16/2023	10/23/2023	City of Selma, AL	Debris Removal Services - **DR-4684**	$2,634,828.54	156,345.09
5/8/2023	7/1/2023	Sarasota County, FL	Biological Marine Debris Collection and Disposal Services	$35,704.79	Hourly
4/29/2023	6/9/2023	Shawnee (City of), OK - State Contract	Debris Removal Services - April 2023 Tornado - **DR-4706-OK**	$3,520,080.99	235,416.30
4/20/2023	6/14/2024	Little Rock (City of), AR	2023 Tornado Removal and Disposal of Storm Debris - **DR-4748-AR**	$7,106,147.08	494,840.45
4/13/2023	9/14/2023	Monroe County, MS	Contract for Tornado Debris and Removal Services - **DR-4727-MS**	$1,450,766.49	128,502.60
3/13/2023	4/12/2023	Pottawatomie County, OK	February 2023 Tornado-Debris Removal	$18,621.49	Tonnage
3/7/2023	3/8/2023	Manatee County, FL	Red Tide-Fish Kill	$26,483.00	Hourly

2/27/2023	4/1/2024	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	$7,391,566.57	Tonnage & CY Combined
2/22/2023	4/14/2023	City of Tyler, TX	Bulk Waste & Brush Services - Winter Storm Mara - **DR-4705-TX**	$296,730.00	Hourly
2/12/2023	4/4/2023	City of Lakeway, TX	Bulk Waste & Brush Services - Winter Storm Mara - **DR-4705-TX**	$694,710.00	Hourly
2/6/2023	4/15/2023	City of Austin, TX	Winter Storm Mara - Disaster Debris Removal - **DR-4705-TX**	$8,587,852.75	661,060.65
1/26/2023	3/24/2023	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - **Hurricane Laura**	$193,450.00	Per APN
1/23/2023	3/24/2023	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - **Hurricane Laura**	$180,000.00	Per APN
1/16/2023	3/31/2023	Alabama Department of Transportation - Dallas County	Dallas County Tornado - DR-4684	$3,874,233.70	297,397.80

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/20/2022	2/10/2023	St. Charles Parish, LA	Winter Tornado Debris Removal	$97,343.44	11,560.98
12/19/2022	2/18/2023	St. Bernard Parish, LA	Winter Tornado Debris Removal	$168,914.02	15,742.22
12/12/2022	12/12/2022	Manatee County, FL	Red Tide-Fish Kill	$13,495.00	Hourly
11/18/2022	12/16/2022	City of St. Augustine, FL	Hurricane Nicole – Debris Removal	$24,196.37	2,577.20
11/12/2022	10/11/2023	Florida Department of Environmental Protection - JV (sub)	Waterway Debris Removal – **Hurricane Ian DR-4673**	$244,384,648.42*	933,666.70
11/10/2022	11/12/2022	City of Hollywood, FL	Hurricane Nicole - Hourly work	$14,953.75	Hourly
11/4/2022	10/21/2023	Florida Department of Emergency Management - JV	Debris Removal- **Hurricane Ian DR-4673**	$68,159,524.14*	809,121.80
10/30/2022	1/22/2023	The School Board of Sarasota County	Debris Removal	$85,088.88	8,001.20
10/24/2022	3/10/2023	City of Houston, TX	Mechanical & Hydraulic Dredging	$1,936,596.32	34,601.80
10/12/2022	11/26/2022	Moffitt Services	Hourly Grapple Truck Services	$168,625.00	Hourly

10/11/2022	12/15/2022	Florida Department of Transportation - District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal - **Hurricane Ian DR-4673**	$595,178.64	32,736.00
10/10/2022	11/16/2022	School District of Lee County, FL	Disaster Recovery Services - **Hurricane Ian DR-4673**	$315,397.81	14,099.00
10/10/2022	12/4/2022	City of Debary, FL	Debris Removal Services - **Hurricane Ian DR-4673**	$943,747.84	57,188.00
10/7/2022	10/28/2022	City of St. Augustine, FL	Debris Removal Services - **Hurricane Ian DR-4673**	$59,775.35	6,311.30
10/7/2022	11/7/2022	City of Bradenton, FL	Debris Clearance and Removal Services - **Hurricane Ian DR-4673**	$302,085.74	21,803.41
10/7/2022	12/29/2022	City of Lakeland, FL	Annual Disaster and Debris Management Services - **Hurricane Ian DR-4673**	$1,654,141.04	112,785.00
10/6/2022	1/15/2023	City of Daytona Beach, FL	Debris Removal and Services Contract - **Hurricane Ian DR-4673**	$3,103,999.90	340,010.00
10/5/2022	12/12/2022	City of Deland, FL	Debris Removal Services - **Hurricane Ian DR-4673**	$961,843.88	54,659.00
10/5/2022	11/16/2022	Town of Longboat Key, FL	Debris Removal Services - **Hurricane Ian DR-4673**	$334,105.91	23,983.60
10/2/2022	12/17/2022	Florida Department of Transportation - District 5	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations - **Hurricane Ian DR-4673**	$158,673.58	8,174.00
9/30/2022	10/7/2022	Sarasota County, FL	Meal Services - **Hurricane Ian DR-4673**	$1,270,800.00	Logistics
9/29/2022	2/14/2023	Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal - **Hurricane Ian DR-4673**	$20,962,892.48	1,965,910.90
9/29/2022	2/15/2023	Manatee County, FL	Debris Management Services - **Hurricane Ian DR-4673**	$61,441,633.27 *	2,514,434.50
9/29/2022	11/5/2022	City of Maitland, FL	Emergency Debris Hauling and Disposal - **Hurricane Ian DR-4673**	$141,151.33	15,855.50
9/29/2022	10/6/2022	City of Richmond, VA	Reduction and Haul Out	$315,000.00	Per Load
9/28/2022	9/28/2022	Florida Department of Transportation -District 2 Perry	Hurricane Ian Cut and Toss DR-4673	$15,000.00	Standy-By
9/28/2022	9/29/2022	Florida Department of Transportation -District 2 Chiefland	Hurricane Ian Cut and Toss DR-4673	$25,281.50	Hourly

9/27/2022	11/3/2022	Atascocita Community Improvement Association (Houston, TX)	Canal Rip Rap Installation & Debris Removal	$59,352.00	Hourly
8/4/2022	8/17/2022	City/County of St. Charles	2022 Flooding	$11,979.84	n/a
7/20/2022	1/15/2023	Larimer County, CO	2022 July Flash Flooding - Debris Management Services & Sediment Removal	$1,850,071.00	17,606.00
7/18/2022	4/19/2024	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project - Elbow Bayou and Claycut Bayou	$11,622,989.58	n/a
7/14/2022	8/11/2022	Lake Charles (City of), LA	Private Property Debris Removal (Demolition) in response to **Hurricane Laura DR-4559**	$218,136.00	per property
7/1/2022	9/4/2022	Mayfield (City of), KY	Disaster Debris Removal Services (PPDR) in response to the Tornado	$5,265,817.88	108,183.30
5/2/2022	7/9/2022	City of Austin, TX	Bulk Waste Debris Removal	$1,019,362.50	Hourly
4/19/2022	8/9/2022	Boulder County, CO	Marshall Fire County Wide PPDR Phase 2	$26,845,411.29	per parcel
3/25/2022	7/30/2022	St. Bernard, LA	2022 Tornado	$598,364.26	50,013.28
3/1/2022	3/31/2022	South Carolina Department of Transportation - Jasper	Maintenance On Call Tree Trimming and Removal	$89,072.00	per tree
2/23/2022	7/13/2022	City of Houston, TX - Roger's Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	$7,007,416.52	196,011.65
2/14/2022	3/4/2022	City of Lakeland, TN	2022 Ice Storm Debris Cleanup	$103,766.00	7,982.00
2/5/2022	5/17/2022	LADOTD 02 Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning - **Hurricane Ida H.972442-26 DR-4611**	$3,821,678.00	n/a
1/25/2022	1/25/2022	City of Greenville, NC	Bulk Delivery of Road Salt	$20,000.00	Logistics
1/16/2022	1/22/2022	South Carolina Department of Transportation	Winter Storm Izzy	$40,135.00	Hourly
1/14/2022	4/4/2022	Boulder County, CO	Marshall Fires Phase 1	$266,716.84	n/a
1/13/2022	3/31/2022	City of Monroe, LA	Bulk Waste Debris Removal	$271,600.00	Hourly
1/31/2021	2/4/2022	Pointe Coupee Parish, LA	Bulky Waste	$6,487.50	Hourly

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/23/2021	4/2/2022	USACE - Graves County, Kentucky	2021 Tornadoes	$12,640,181.52	409,238.40
12/8/2021	3/2/2022	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services - Hurricane Ida DR-4611	$631,513.60	20,318.00
12/7/2021	3/11/2022	TXDOT Brazoria County	Debris Removal - **Tropical Storm Nicholas**	$615,045.70	17,826.00
12/1/2021	5/23/2022	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services - Hurricane Ida DR-4611	$11,287,635.40	127,858.53
10/29/2021	11/3/2021	Village of Napoleonville, LA	Disaster Debris Removal Services - Hurricane Ida DR-4611	$38,941.40	640.50
10/12/2021	1/7/2022	Southeast Flood Protection Authority	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$2,690,963.63	41,632.25
10/6/2021	1/12/2022	Lafourche School District, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$429,298.01	6,461.60
10/4/2021	10/22/2021	Bay City, TX	Disaster Debris Removal Services - **Tropical Storm Nicholas**	$234,835.95	Hourly
10/1/2021	11/1/2021	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	$192,815.28	n/a
9/26/2021	10/30/2021	Matagorda County, TX	Disaster Debris Removal Services - **Tropical Storm Nicholas**	$298,988.17	29,203.90
9/22/2021	4/13/2022	Bayou Lafourche Water District, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$5,890,173.13	121,192.05
9/18/2021	1/10/2022	St Charles Parish, LA	Canal Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$2,339,823.10	29,753.60
9/13/2021	11/15/201	Sorrento, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$115,857.17	8,704.00
9/11/2021	1/14/2022	Town of Gramercy, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$305,274.00	24,470.40

9/10/2021	9/15/2021	Pointe Coupee Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$13,537.50	Hourly
9/9/2021	10/7/2021	Iberville Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$140,329.15	10,845.85
9/9/2021	10/16/2021	Assumption Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$215,899.11	17,813.37
9/8/2021	11/23/2021	Baker, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$135,403.20	10,951.00
9/8/2021	3/21/2022	St. Tammany Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$43,758,749.95	2,521,325.10
9/8/2021	1/9/2022	Town of Lutcher, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$424,647.81	32,703.00
9/8/2021	2/1/2022	Montgomery County, PA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$11,944,812.49	313,347.40
9/8/2021	11/19/2021	Donaldsonville, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$282,656.27	22,534.00
9/7/2021	11/30/2021	Central, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$441,364.66	62,952.75
9/7/2021	1/14/2022	St. James Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$1,381,257.45	97,634.10
9/7/2021	12/15/2021	St. Bernard Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$2,253,489.28	41,033.73
9/6/2021	11/20/2021	Ascension Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$5,289,860.19	369,905.20
9/6/2021	8/28/2022	Jefferson Parish, LA	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$36,557,231.89	1,666,773.50
9/4/2021	3/4/2022	LADOTD 61	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$5,913,629.58	311,821.70
9/4/2021	3/11/2022	LADOTD 62	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$30,900,053.55	16,949,908.97
9/1/2021	3/8/2022	Dauphin Island, AL	Disaster Debris Removal Services - **Hurricane Ida DR-4611**	$3,140,135.00	213,922.00

8/31/2021	12/9/2023	Tangipahoa Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$43,204,243.72	3,090,840.22
8/31/2021	12/17/2021	Abita Springs, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$336,738.58	24,640.50
8/31/2021	8/28/2022	St. Charles Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$18,756,289.63	1,316,616.10
8/30/2021	2/28/2023	Terrebonne Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$47,786,821.41	3,573,521.00
8/30/2021	11/7/2023	Lafourche Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$21,007,088.54	1,435,697.53
8/30/2021	12/14/2021	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$10,938,497.34	644,919.00
8/4/2021	8/28/2021	Randolph County – ACCA	Alabama Tornadoes	$83,352.47	6,868.87
7/19/2021	7/19/2021	FDOT District 2 Perry	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$15,000.00	Hourly
7/19/2021	7/19/2021	FDOT District 2 Chiefland	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$18,326.25	Hourly
7/19/2021	7/19/2021	Foley, AL	Hurricane Debris Stream Cleanout - **Hurricane Sally DR-4563**	$15,000.00	Lump Sum
7/2/2021	4/23/2022	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	$10,483,667.44	330,194.25
6/16/2021	8/5/2021	Pinellas County, FL	Red Tide Fish Kill	$2,070,438.47	Hourly
6/16/2021	7/14/2021	Ascension Parish, LA	May weather event	$2,631.14	293.00
6/1/2021	9/10/2021	State of Washington	Town of Malden Fire Cleanup	$4,600,000.00	10,488.00
5/28/2021	10/30/2021	East Baton Rouge, LA	May Flood Event	$505,060.62	29,634.00
4/26/2021	6/25/2021	City of Mobile, AL	Bulky Waste	$38,637.50	Hourly
4/26/2021	7/13/2021	Coweta, GA	Disaster Debris Clearance and Removal Services	$35,089.08	5,525.84
4/8/2021	5/6/2021	City of Austin, TX	Winter Storm Debris Removal	$382,005.00	Hourly
4/7/2021	4/26/2021	Shelby County, AL	Alabama Tornadoes	$511,206.78	69,061.45
4/6/2021	6/19/2021	Calhoun County, AL	Alabama Tornadoes	$2,942,622.86	228,268.30
4/5/2021	4/5/2021	Westwego (City of), LA	**Hurricane Zeta DR-4573**	$22,440.00	1,320.00
3/19/2021	5/2/2021	Central, LA	Winter Storm Debris	$51,300.00	Hourly
2/19/2021	4/12/2021	East Baton Rouge	Winter Storm Debris Removal	$1,130,963.16	64,164.00

2/8/2021	3/5/2021	TXDOT	Disaster Debris Removal Services - Tropical Storm Nicholas	$53,407.50	1,033.00
2/8/2021	3/5/2021	Texas Department of Transportation	Waterway Debris Removal	$316,915.00	7,769.00
1/14/2021	3/5/2021	Washington County, AL	Disaster Debris Removal Services - **Hurricane Zeta DR-4573**	$2,806,056.32	209,077.00
1/5/2021	3/18/2021	Clarke County, AL	Disaster Debris Removal Services - **Hurricane Zeta DR-4573**	$4,299,718.14	241,429.00
1/3/2021	11/15/2021	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	$81,651,575.10	201,200.00

2020

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/14/2020	3/13/2021	City of Selma, AL	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$1,472,310.16	50,101.20
12/11/2020	6/1/2021	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	$15,792,662.59	175,894.80
12/1/2020	4/6/2021	Mobile County, AL	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$5,075,456.97	248,747.00
11/28/2020	1/28/2021	City of Lucedale, MS	Disaster Debris Removal Services - **Hurricane Zeta DR-4576**	$513,307.96	29,457.45
11/24/2020	1/19/2021	City of Prichard, AL	Disaster Debris Removal Services - **Hurricane Sally DR-4563**	$836,185.25	45,412.00
11/17/2020	11/25/2020	City of Moss Point, MS	Disaster Debris Removal Services - **Hurricane Zeta DR-4576**	$128,758.93	9,072.80
11/16/2020	12/23/2020	Forsyth County, GA	Disaster Debris Removal Services - **Hurricane Zeta DR-4579**	$49,837.85	4,931.00
11/13/2020	12/23/2020	City of Slidell, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$367,233.00	Hourly
11/11/2020	12/30/2020	City of Alexander City, AL	Weather Event of April 2020	$281,101.19	1,259.40
11/11/2020	11/14/2020	City of Niceville, FL	Disaster Debris Removal Services - **Hurricane Sally DR-4564**	$31,410.39	3,807.32

11/9/2020	12/31/2020	State of Washington	Town of Malden Fire Clean up	$4,567,224.89	17,519.30
11/9/2020	11/17/2020	Plaquemines Parish, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$370,612.80	18,765.21
11/8/2020	3/10/2021	Stone County, MS	Disaster Debris Removal Services - **Hurricane Zeta DR-4576**	$1,462,022.56	83,568.99
11/6/2020	1/11/2021	Jefferson Parish, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$2,937,024.93	139,942.00
11/4/2020	3/23/2021	ALDOT- Grove Hill District	Disaster Debris Removal Services - **Hurricane Zeta DR-4573**	$9,254,899.38	434,653.71
11/3/2020	12/24/2020	City of New Orleans, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$391,359.16	19,431.00
11/3/2020	11/13/2020	Terrebonne Parish, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$89,187.06	9,614.00
11/2/2020	11/16/2020	St. Charles Parish, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$97,940.95	10,488.30
10/29/2020	12/16/2020	St. Bernard Parish, LA	Disaster Debris Removal Services - **Hurricane Zeta DR-4577**	$591,978.10	47,327.27
10/29/2020	10/29/2020	City of Kenner, LA	Food Services - **Hurricane Zeta DR-4577**	$23,685.00	Logistics
10/23/2020	11/24/2020	City of Baker, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$121,977.20	8,051.30
10/22/2020	11/19/2020	City of Central, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$106,353.00	15,236.85
10/21/2020	10/29/2020	Pointe Coupee Parish, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$27,000.00	Hourly
10/19/2020	1/30/2021	East Baton Rouge, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$684,139.37	56,160.00
10/13/2020	1/16/2021	Acadia Parish, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$1,054,273.01	85,508.75
10/11/2020	3/8/2021	Lafayette Parish, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$4,883,624.13	387,760.95
10/9/2020	10/14/2020	Jefferson County, TX	Logistic Services - **Hurricane Delta**	$13,530.00	Logistics
10/8/2020	3/24/2021	Vernon Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$11,769,350.27	686,252.00

10/6/2020	12/21/2020	City of Semmes, AL	Disaster Debris Removal Services - **Hurricane Sally DR-4563**	$77,396.00	6,592.55
10/6/2020	12/2/2021	Natchitoches Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$793,043.66	18,068.00
10/3/2020	10/12/2020	City of Mary Esther, FL	Disaster Debris Removal Services - **Hurricane Sally DR-4564**	$14,832.68	1,797.90
10/2/2020	12/12/2020	West Feliciana Parish, LA	Disaster Debris Removal Services - **Hurricane Delta DR-4570**	$94,143.05	8,222.10
9/28/2020	2/24/2021	Mobile County, AL	Disaster Debris Removal Services - **Hurricane Sally DR-4563**	$4,438,764.67	283,433.60
9/23/2020	12/18/2020	Jackson County, FL	Private Property Debris Removal–**Hurricane Michael (DR-4399)**	$459,716.62	41,862.60
9/22/2020	10/31/2020	City of Mobile, AL	Disaster Debris Removal Services - **Hurricane Sally DR-4563**	$10,143,825.52	417,628.30
9/21/2020	11/6/2020	City of Gulf Breeze, FL	Disaster Debris Removal Services - **Hurricane Sally DR-4564**	$1,023,202.02	81,656.00
9/16/2020	9/26/2020	Town of Dauphin Island, AL	Disaster Debris Removal Services - **Hurricane Sally DR-4563**	$991,095.96	Hourly
9/16/2020	2/3/2021	Winn Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$2,184,514.30	141,194.00
9/16/2020	11/13/2020	City of Natchitoches, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$14,832.68	30,369.00
9/5/2020	10/4/2020	Jefferson Davis Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$2,290,672.78	213,002.05
9/4/2020	1/21/2021	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items - **Derecho Severe Storms DR-4557**	$267,066.73	C&D Tons
9/4/2020	2/9/2021	Grant Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$11,817,169.83	1,112,907.30
9/4/2020	10/17/2020	City of Crowley, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$282,736.22	22,602.15
9/3/2020	11/7/2020	Lafayette Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$397,790.77	3,122.05
9/2/2020	1/8/2021	Ouachita Parish, LA	Disaster Debris Removal - **Hurricane Laura DR-4559**	$2,239,882.51	245,347.85

8/31/2020	12/8/2020	State of Louisiana	Emergency Support Trailers - **Hurricane Laura DR-4559**	$202,000.00	n/a
8/26/2020	8/26/2020	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- **Hurricane Laura DR-4559**	$12,886.39	Logistics
8/20/2020	9/15/2020	City of Deland, FL	Disaster Debris Removal - **Hurricane Isaias**	$45,606.46	7,452.04
8/10/2020	9/7/2020	City of Wilmington, NC	Debris Management Recovery & Removal Services- **Hurricane Isaias**	$2,692,553.05	230,044.99
7/30/2020	11/10/2020	Matagorda County, TX	Debris Clearance & Removal - **Hurricane Hanna**	$411,067.00	5,235.00
7/6/2020	7/8/2020	City of Central, LA	Debris Removal in response to Weather Event	$3,400.00	Hourly
5/26/2020	6/12/2020	Lafourche Parish, LA	Debris Removal and Recovery Services	$143,375.00	Hourly
5/19/2020	6/3/2020	St. Charles Parish, LA	May 15 Flood Event	$62,372.41	6,049.70
5/15/2020	6/5/2020	Virginia Department of Emergency Management	COVID-19 Support	$506,232.04	Logistics
4/28/2020	4/30/2021	Puerto Rico Power Authority	Vegetation Management	$29,283,377.08	132,394.48
4/11/2020	6/11/2020	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	$1,258,201.54	86,913.00

2019

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
11/6/2019	1/8/2020	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services - **Hurricane Harvey (DR-4332)**	$273,428.60	769.50
10/9/2019	10/31/2019	City of Liberty, TX	Disaster Debris Management–**Tropical Storm Imelda (DR-4466)**	$87,791.50	3,775.00
9/28/2019	11/6/2019	Jefferson County, TX	Disaster Debris Management–**Tropical Storm Imelda (DR-4466)**	$1,132,923.58	57,429.65
9/28/2019	10/14/2019	City of Nederland, TX	Disaster Debris Management–**Tropical Storm Imelda (DR-4466)**	$12,142.40	1,111.50
9/23/2019	10/24/2019	New Hanover County, NC	Disaster Debris Removal–**Hurricane Dorian (DR-4465)**	$151,527.30	18,137.40

9/16/2019	11/19/2019	Town of Pine Knoll Shores, NC	Disaster Debris Removal–**Hurricane Dorian (DR-4465)**	$126,898.25	18,688.95
9/4/2019	9/6/2019	City of Wilmington, NC	Pre-Staging Equipment–**Hurricane Dorian (DR-4465)**	$26,106.20	n/a
8/30/2019	9/9/2019	City of Miami Beach, FL	Logistical Services–**Hurricane Dorian (DR-4465)**	$38,400.00	Logistics
8/20/2019	8/27/2019	City of Central, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$7,800.00	Hourly
8/12/2019	9/12/2019	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	$650,075.00	C&D Tons
8/5/2019	8/27/2019	Village of Plover, WI	**Straight-Line Wind** - Debris Removal	$119,427.50	Hourly
7/29/2019	8/19/2019	Assumption Parish, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$63,886.74	6,515.00
7/25/2019	8/5/2019	Pointe Coupee Parish, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$21,600.00	Hourly
7/22/2019	8/12/2019	Terrebonne Parish, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$404,858.94	50,451.00
7/25/2019	9/19/2019	Lafayette Parish, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$225,250.75	18,338.20
7/24/2019	9/11/2019	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal– **Hurricane Barry (DR-4462)**	$398,040.07	32,653.00
6/10/2019	6/18/2019	State of New York	Provide MRE's	$306,060.00	n/a
6/1/2019	6/30/2019	State of Louisiana-Sand Activation	Provide Sand per Region	$2,537.00	n/a
6/12/2019	10/16/2020	Puerto Rico's Department of Parks and Recreation	**Hurricane Maria Debris Removal (DR-4339)**	$4,890,171.32	33,337.20
6/10/2019	8/13/2019	Monroe County, MS	Tornado Debris Removal and Disposal Services	$1,756,741.53	152,815.10
6/6/2019	6/27/2019	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	$285,951.44	30,688.85

2018

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/3/2018	12/8/2018	Sampson County	Disaster Debris Removal Services–**Hurricane Florence (DR-4393)**	$23,484.79	Tonnage
11/7/2018	1/28/2019	GDOT-Colquitt	Debris Removal–**Hurricane Michael (DR-4399)**	$326,471.84	10,668.00
10/23/2018	12/18/2018	Jones County	Debris Removal–**Hurricane Florence (DR-4393)**	$209,953.44	Tonnage
10/24/2018	5/31/2019	FDOT	Base Camp–**Hurricane Michael (DR-4399)**	$1,888,658.00	Hourly
10/25/2018	5/31/2018	FDOT Region 3 Bay and Calhoun Counties	Debris Removal–**Hurricane Michael (DR-4399)**	$33,539,480.67	1,235,024.65
10/25/2018	5/31/2018	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal–**Hurricane Michael (DR-4399)**	$23,193,485.63	1,805,882.65
10/23/2018	10/31/2018	Greene County, NC	Debris Removal–**Hurricane Florence (DR-4393)**	$12,779.24	1,771.95
10/26/2018	9/27/2019	Jackson County, FL	Debris Removal–**Hurricane Michael (DR-4399)**	$40,000,000.00	2,583,776.15
10/23/2018	5/31/2018	Holmes County, FL	Debris Removal–**Hurricane Michael (DR-4399)**	$2,269,063.94	168,179.17
10/8/2018	4/27/2019	Pamlico County, NC	Veg Disposal–**Hurricane Florence (DR-4393)**	$1,107,417.42	n/a
9/24/2018	11/10/2018	Southport, NC	Debris Removal–**Hurricane Florence (DR-4393)**	$467,856.46	34,198.50
9/1/2018	9/30/2018	Carolina Beach, NC	Sand Debris Removal–**Hurricane Florence (DR-4393)**	$19,158.60	863.00
9/24/2018	10/3/2018	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract	n/a
9/24/2018	3/11/2019	Topsail Beach, NC	Debris Removal–**Hurricane Florence (DR-4393)**	$650,092.07	30,566.56

9/24/2018	3/14/2019	Surf City, NC	Debris Removal– **Hurricane Florence (DR-4393)**	$1,750,794.12	93,935.74
9/26/2018	11/4/2018	Pine Knoll Shores	Debris Removal– **Hurricane Florence (DR-4393)**	$926,151.47	100,165.81
9/24/2018	2/11/2019	Burgaw, NC	Debris Removal– **Hurricane Florence (DR-4393)**	$260,824.92	20,766.97
9/24/2018	12/31/2018	Havelock, NC	Debris Removal– **Hurricane Florence (DR-4393)**	$1,193,356.81	80,582.15
9/24/2018	2/21/2019	Wilmington, NC	Debris Removal– **Hurricane Florence (DR-4393)**	$18,716,164.35	1,370,557.25
9/24/2018	3/9/2019	Pender County, NC	Debris Removal– **Hurricane Florence (DR-4393)**	$10,819,632.94	717,077.90
9/9/2018	11/21/2018	Pinellas County, FL	Red Tide-Fish Kill	$6,895,562.29	Hourly
8/14/2018	8/24/2018	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	$285,771.03	250.70
4/25/2018	7/13/2018	ACCA-St. Clair County	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$237,601.18	21,485.75
3/28/2018	7/11/2018	ACCA-Jacksonville	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$3,889,408.12	267,395.19
3/1/2018	3/31/2018	Jacinto City, TX	Debris Removal from Temporary Site	$80,000.00	Lump Sum
3/28/2018	6/19/2018	ACCA-Calhoun County	**Severe Thunderstorms and Dangerously High Winds (DR-4362)**	$882,966.84	58,618.20
2/18/2018	4/20/2018	Florida Department of Environmental Protection	Marine Debris Removal - **Hurricane Irma (DR-4337)**	$416,444.79	1,950.10

2017

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
11/20/2017	6/30/2019	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	$78,295,107.00	1,105,875.51
11/1/2017	2/12/2018	Monroe County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$11,648,125.84	654,728.03

10/6/2017	12/18/2017	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - **Hurricane Irma (DR-4337)**	$5,060,786.86	n/a
10/9/2017	3/3/2018	Brunswick, GA	Debris Removal - **Hurricane Irma (DR-4338)**	$642,298.98	35,001.80
10/2/2017	1/12/2018	Orlando, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$570,879.96	29,584.00
10/2/2017	11/15/2017	Inverness, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$97,056.16	10,238.00
10/2/2017	11/15/2017	Citrus County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,648,345.56	173,768.00
9/16/2017	12/17/2017	North Miami Beach, FL	Debris Management and Reduction - **Hurricane Irma (DR-4337)**	$2,383,018.23	n/a
9/21/2017	9/30/2017	Piney Point Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$30,010.87	1,631.00
9/17/2017	12/28/2017	Debary, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,073,891.11	84,411.35
9/24/2017	11/16/2017	Indian Creek Village, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$142,821.03	9,162.10
9/21/2017	5/11/2018	Bellaire, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$1,279,672.03	61,800.15
9/17/2017	11/30/2017	Daytona Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$923,524.92	100,608.00
9/13/2017	11/28/2017	Surfside, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$103,132.63	6,510.97
9/17/2017	12/23/2017	Orange City, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$478,643.62	39,591.00
9/18/2017	12/19/2017	St. Augustine, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$469,540.11	46,647.33
9/1/2017	12/7/2017	DeLand, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,190,026.81	110,209.00
9/19/2017	9/30/2017	Waller County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$31,010.87	1,158.00

9/17/2017	9/22/2017	Doral, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$41,121.84	6,047.33
9/30/2017	9/30/2017	Cutler Bay, FL	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$98,530.00	Hourly
9/18/2017	1/21/2018	Fernandina Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$835,621.90	41,191.20
9/9/2017	10/31/2017	Coconut Creek, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,273,788.48	97,821.17
9/17/2017	4/3/2018	Largo, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$715,802.20	31,038.00
9/14/2017	12/27/2017	Fort Lauderdale, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$8,196,643.97	446,033.00
9/16/2017	12/17/2017	North Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$2,383,018.23	122,998.75
9/16/2017	12/17/2017	Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$9,851,246.94	320,561.88
9/9/2017	9/13/2017	FDOT – District 2	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$563,069.00	Hourly
9/9/2017	10/31/2017	Coconut Creek, FL	Food Activation - **Hurricane Irma (DR-4337)**	$16,839.99	Logistics
9/9/2017	9/11/2017	Palm Beach Gardens, FL	Food Activation - **Hurricane Irma (DR-4337)**	$55,125.00	Logistics
9/11/2017	10/5/2017	Taylor Lake Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$17,246.10	1,377.75
9/15/2017	1/5/2018	Humble, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$173,411.09	15,631.25
9/15/2017	10/7/2017	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$1,062,849.32	73,590.35
9/1/2017	1/1/2018	Port Arthur, TX	Emergency Supplies - **Hurricane Harvey (DR-4332)**	$336,668.94	Logistics
9/7/2017	7/17/2018	Harris County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$33,677,520.71	1,186,369.18
9/15/2017	10/7/2017	Texas City, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$217,981.17	22,403.00

9/3/2017	4/20/2018	Houston, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$21,854,657.54	947,841.86
9/1/2017	12/16/2017	Jefferson County, TX	Emergency Supplies and Debris Removal - **Hurricane Harvey (DR-4332)**	$5,027,062.72	149,782.95
9/3/2017	12/12/2018	City of Port Aransas, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$11,771,717.34	576,968.65
9/1/2017	2/16/2019	City of Aransas Pass, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$7,595,915.65	465,386.00
8/1/2017	8/31/2017	TXGLO, TX	Beach Restoration - **Hurricane Harvey (DR-4332)**	$400,000.00	Logistics
8/26/2017	9/1/2017	City of Pasadena, TX	Food Services - **Hurricane Harvey (DR-4332)**	$20,000.00	Logistics
3/29/2017	4/10/2017	Chambers County, TX	Building Restoration as a result of a Tornado	$3,400.00	n/a
1/13/2017	1/30/2017	Assumption Parish, LA	Removal of C&D from DMS - **February 2016 Tornado**	$94,646.55	n/a

2016

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
11/15/2016	12/13/2016	Greene County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$75,870.33	5,491.13
11/4/2016	1/26/2016	GDOT – Chatham County	Emergency Routine Maintenance - **Hurricane Matthew (DR-4284)**	$1,390,795.73	71,311.00
11/3/2016	3/31/2017	Pender County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$162,119.60	9,654.00
10/26/2016	11/17/2016	Sebastian, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$387,820.47	27,015.00
10/19/2016	2/28/2017	Hyde County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$344,248.99	25,030.55
10/18/2016	12/7/2016	City of Wilmington, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$918,465.95	96,638.40

10/17/2016	12/23/2016	New Hanover County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$912,661.04	91,481.15
10/15/2016	11/15/2016	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - **Hurricane Matthew (DR-4285)**	$48,682.78	4,278.00
10/12/2016	1/9/2017	City of Debary, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$256,463.67	18,822.12
10/11/2016	11/25/2016	City of DeLand, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$505,777.85	39,445.00
10/11/2016	11/9/2016	Orange City, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$115,245.54	9,792.00
10/10/2016	11/17/2016	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75	173,870.00
10/8/2016	11/19/2016	City of St. Augustine, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$856,579.69	68,116.00
10/7/2016	12/28/2016	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75	328,406.00
10/6/2016	10/8/2016	Palm Beach Gardens, FL	Emergency Food Services - **Hurricane Matthew (DR-4283)**	$52,600.00	n/a
9/22/2016	10/5/2016	Citrus County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$200,846.00	12,758.00
9/1/2016	10/31/2016	Leon County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$1,591,250.93	141,825.00
8/31/2016	10/21/2016	St. Martin Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$64,622.94	4,011.50
8/31/2016	12/20/2016	City of Baker, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$413,150.33	n/a
8/31/2016	11/17/2016	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$66,153.72	3,736.45
8/26/2016	7/31/2017	Ascension Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$5,903,607.61	336,630.00

8/22/2016	10/15/2016	Lafayette Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$975,792.64	66,152.00
8/22/2016	11/9/2016	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$468,387.73	48,650.80
8/21/2016	6/25/2017	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$35,000,000.00	1,649,062.00
6/17/2016	6/30/2016	Caldwell Parish, LA	March 2016 Flood - **Louisiana Severe Storms and Flooding (DR-4263)**	$16,401.60	1,749.90
6/1/2016	6/16/2016	Parish of East Baton Rouge/City of Baton Rouge, LA	**May 2016 Wind Event**	$198,105.72	33,017.62
5/23/2016	6/11/2016	St. James Parish, LA	Haul Out - **February 2016 Tornado**	$91,104.64	n/a
5/16/2016	6/17/2016	Texas Department of Transportation - Smith & Cherokee County	Debris Removal - **April 2016 Tornado**	$558,910.69	42,655.50
5/6/2016	5/24/2016	New Hanover County, NC	Debris Removal - **May 2016 Tornado**	$41,351.56	4,280.70
4/26/2016	5/31/2016	Harris County, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$504,198.86	42.57.50
4/22/2016	9/3/2016	City of Houston, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$2,728,745.37	195,763.15
3/1/2016	4/15/2016	Tangipahoa Parish, LA	Debris Removal - **Louisiana Severe Storms and Flooding (DR-4263)**	$72,224.79	8,106.60
1/26/2016	1/29/2016	Prince George's County, MD	Snow Removal - **Winter Storm Jonas**	$179,188.75	n/a
1/26/2016	1/29/2016	Loudon County, VA	Snow Removal - **Winter Storm Jonas**	$223,113.50	n/a
1/25/2016	1/25/2016	Maryland Department of General Services	Snow Removal - **Winter Storm Jonas**	$12,440.00	n/a
1/25/2016	2/3/2016	City of Baltimore, MD	Preston Road Complex Snow Removal - **Winter Storm Jonas**	$122,550.00	n/a
1/23/2016	1/27/2016	State of Maryland - Highway Authority	Snow Removal - **Winter Storm Jonas**	$465,500.00	n/a
1/7/2016	1/7/2016	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	$28,991.76	n/a

PROJECT UNDERSTANDING & MANAGEMENT APPROACH

DRC's approach to project planning and management is based on several core strengths:

- Time-Tested Strategies
- Flexibility and Adaptability
- Availability of Resources
- Technological Innovation

DRC will put these strengths to work for the Village of Ruidoso in the following ways:

CUSTOMIZED DISASTER DEBRIS MITIGATION, PLANNING, AND TRAINING

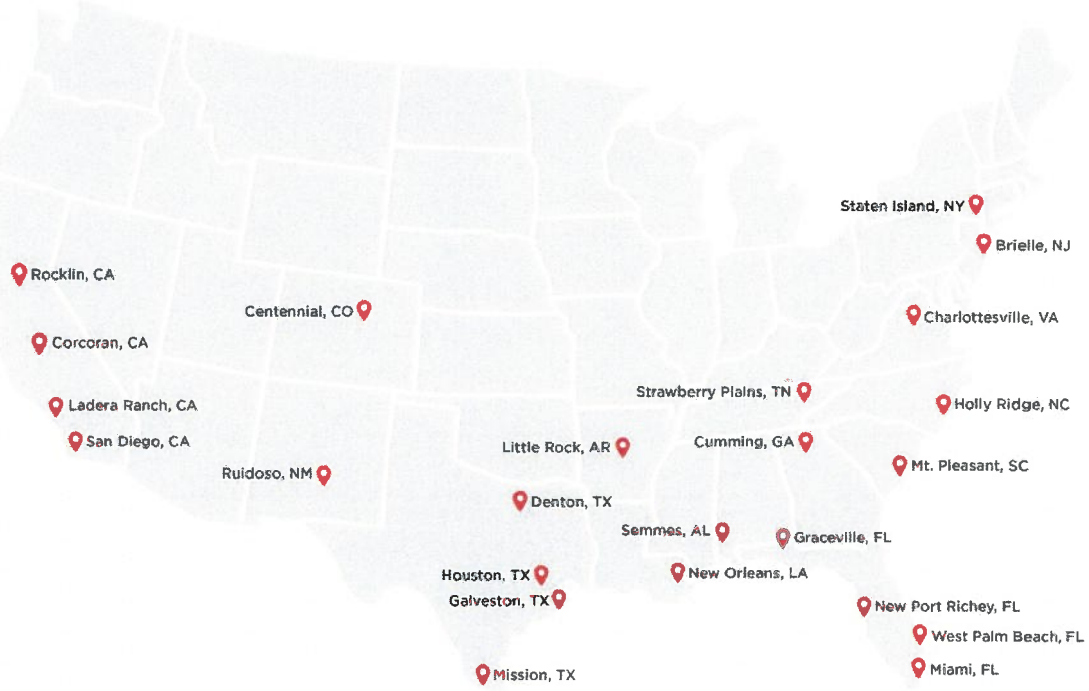
Situated in the mountains of New Mexico, the Village of Ruidoso **is more likely to face wildfires and flooding** than other types of disasters. DRC is well positioned to assist the Village, as we have been working here since July 2024, and we have assisted multiple cities, counties, and state and federal agencies in preparing for and responding to similar events. DRC's highly trained and experienced personnel will meet with the Village of Ruidoso before disaster strikes to work collaboratively on developing a comprehensive response plan.

RESPONSIVE STAFFING

DRC currently employs approximately 60 full-time personnel. Your Regional Manager, Clif Kennedy, is **available to assist the Village of Ruidoso 24/7.** In the event of an activation, your assigned Project Manager will be available 24/7 as well.

DRC's Regional Managers and Project Managers are based throughout the country and will be relocated as needed to respond to large-scale disasters. **Through our affiliated companies, we have access to more than 1,000 additional employees** in disaster recovery and related industries. DRC also maintains a large network of subcontractors, industry contacts, and staffing agencies to assist us in **rapidly ramping up staffing when needed** - as we did in 2024, during four simultaneous hurricane response activations across multiple states.

DRC'S CURRENT OFFICE LOCATIONS



COMMITMENT TO SAFETY

DRC's professional staff hold **134 unique certifications**, including those from FEMA, OSHA, USACE, the American Red Cross, and others. We bring this knowledge to bear on every project, emphasizing the importance of safety in every aspect of our work. As a result, DRC has a multi-year OSHA record of **zero work-related illnesses or injuries.**

AVAILABILITY OF RESOURCES

Through a combination of owned, rented, and leased equipment, and maintaining Master Service Agreements with multiple subcontractors and equipment suppliers across the country, DRC is prepared to mobilize to Ruidoso with the equipment required to meet the challenges presented by an event of any size. With a **bonding capacity exceeding $1 billion**, and access to additional resources through our affiliates, DRC also has the financial resources needed to execute multiple major projects simultaneously.

RAPID MOBILIZATION

With a customized plan for the Village of Ruidoso in place and our staff, equipment, and subcontractors at the ready, DRC is prepared to respond immediately to any event that may strike the Village. Highlights of our mobilization plan for Ruidoso include the following:

- Equipment and staff can be staged **prior to an anticipated event**
- Project Manager and support staff in place at Ruidoso's Emergency Operations Center **within 48 hours** following Notice to Proceed
- First push complete **within 70 hours**
- Full mobilization **within 96 hours**

SPECIALIZED DEBRIS REMOVAL EXPERTISE

As a leader in the debris removal industry for more than 20 years, DRC can provide the expertise to remove, manage, and dispose of any type of debris, including but not limited to the following:

- Vegetative Debris
- Hazardous Tree and Limb Removal
- Removal of Hazardous Stumps
- Construction & Demolition (C&D) Debris
- White Goods (Household Appliances)
- Household Hazardous Waste
- E-Waste
- Canal/Waterway Debris Removal
- Vehicle and Vessel Removal
- Sand Screening, Soil Recovery, and Beach Restoration
- Dead Animals
- Private Property Debris Removal & Demolition

TECHNOLOGICAL INNOVATION

DRC's state-of-the-art office and in-field technology drives the following:

- Safe and efficient debris removal
- Precise mapping of storm damage, collection grids, and more
- Specialized debris removal in hard-to-reach areas and sensitive ecological environments
- Maximum reimbursement from FEMA and other agencies
- Compliance with all local, state, and federal regulations
- Real-time access to data and communications even during power outages and inclement weather

CLEAR AND OPEN COMMUNICATION

From initial contract award through post-event evaluations, DRC recognizes the importance of clear and open communication with the Village of Ruidoso. We take our responsibility as your debris removal contractor very seriously, and we want to make sure we are meeting the Village's needs, both under clear skies and in times of disasters. We are available for training and consultation throughout the year. During an activation, DRC will continually seek to anticipate, listen to, and meet or exceed the Village's needs, as well as to proactively offer ideas and suggestions based on our experience. We will practice these communication strategies with all staff, subcontractors, government agencies and other stakeholders.

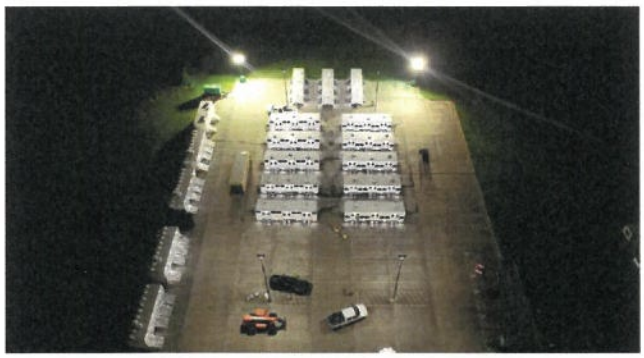
ENVIRONMENTAL STEWARDSHIP

Our work centers on restoring damaged environments, and in all our projects, DRC seeks to minimize our ecological impact. Strategies include seeking opportunities to recycle various debris types; carefully managing the removal and storage of hazardous wastes to reduce spillage; quickly repairing any damages; and educating ourselves on and then carefully following local regulations regarding wildlife and ecosystem protection.

COMPREHENSIVE AND ANCILLARY SERVICES

DRC can provide a multitude of ancillary services that may be needed in the days, weeks, months, or even years following an event, including but not limited to the following:

- Temporary housing and facilities
- Emergency power generators
- Temporary satellite communications
- Temporary sanitary facilities
- Reefer and refrigerator container with ice delivery
- Potable water truck and drinking water
- Mobile fleet repair facilities, technicians, and mechanics
- Temporary signage and traffic control
- Mobile food and water distribution site, tents, and furnishings, inclusive of operation and staffing
- Emergency temporary dry-in of facilities
- Temporary security
- Temporary lighting
- Emergency cleaning of stormwater catch basins, culverts and wastewater systems
- Temporary fueling facilities/equipment, inclusive of storage and dispensing
- Rental of various types of equipment (i.e. loaders, dump trucks, etc) with operators
- Temporary fencing
- Materials
- Dredging
- Geotechnical and civil construction
- Maritime construction
- Flood control
- Shoreline protection
- Ecosystem restoration
- Wetlands construction
- Environmental remediation



THREE-PHASE APPROACH

PREPARE **RESPOND** **RECOVER**

Every mission starts with preparation, succeeds through rapid response, and ends with full recovery.

The primary mission of DRC Emergency Services is to provide a professional, honest, and immediate response to natural and man-made disasters.

CORE VALUES

- ACCOUNTABILITY
- HARD WORK
- PREPARATION
- HONESTY
- COURTESY & RESPECT

"Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance."

- Matthew Jewell, Parish President, St. Charles Parish

PREPARE

CONTRACT AWARD

Upon award, DRC's Regional Manager Clif Kennedy will schedule a meeting with the Village of Ruidoso. The initial meeting is critical, allowing the Village and DRC's team to make introductions and to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step-by-step plan to expedite arrangements for the training and response phases of the contract. These provisions include but are not limited to the following:

- Presenting key team members, including the Project Manager, and their responsibilities
- Participating in scenario exercises to include planning and routing
- Facilitating the designation and readiness of TDSRS and final disposal sites
- Introducing the Monitoring Firm Representative (if applicable)

LOCAL TEAMING PARTNERS, VENDORS, AND SUBCONTRACTORS

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of any size. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- Outreach programs
- Government databases
- Website applications
- Client and vendor referrals
- SBE compliance departments
- Direct mail outreach

JOINT PLANNING, TECHNICAL TRAINING, AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC can help local governments prepare for any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides ongoing education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he presided over the roundtable workshops hosted by the Disaster Recovery Coalition of America (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principles of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide the Village of Ruidoso with planning and training exercises. DRC will provide regular planning, training, and feedback sessions throughout the length of the Village's contract at no extra cost.

Typical workshops include one or more of the following topics:

- Pre-Season Debris / Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

Benefits of planning and training sessions include the following:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

IDENTIFYING EQUIPMENT STAGING AREAS

Determining equipment staging areas ahead of time allows DRC to seamlessly mobilize resources in advance of a disaster, whenever possible. In all cases, it saves time in the response. While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-way
- Sufficient acreage to manage large number of vehicles
- Fencing around the facility preferred

ESTABLISHING EMERGENCY PUSH ROUTES & COLLECTION GRIDS

Creating a plan to map emergency push routes and collection grids before disaster strikes will save time in the days afterward. Exact routes will vary based on which areas sustain the most damage, but they should always include hospitals, police departments, emergency shelters, nursing homes, and major traffic routes.

TEMPORARY DEBRIS STAGING AND REDUCTION SITE SELECTION

DRC is familiar with the following TDSR sites, having used them in our work in Ruidoso over the last two years:

- Universal Waste Systems (UWS) - TDSR and Final Disposal
- B&B - TDSR and Final Disposal
- Irons Construction - TDSR and Final Disposal

If additional TDSR sites are needed, DRC will discuss potential sites with the Village of Ruidoso during the planning phase. Important criteria will include the following:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water control considerations
- Elevation
- Sound buffers and fencing

IDENTIFYING PERMANENT DISPOSAL, TRANSFER, AND RECYCLING FACILITIES

DRC has agreements in place with most major disposal and recycling facilities in the area, including the following final disposal facilities:

- Universal Waste Systems (UWS) - TDSR and Final Disposal
- B&B - TDSR and Final Disposal
- Irons Construction - TDSR and Final Disposal
- Otero-Greentree Regional Landfill - Final Disposal
- Mesa Verde Landfill - Final Disposal

If additional disposal facilities are required, DRC's management will be responsible for working with the Village to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Jeff Snow and Tom Baker, experts in recycling, resource recovery, and disposal. With more than 30 years of experience, they bring expertise and exceptional knowledge to every project.

RESPOND

1 ALERT PHASE
2 RESPONSE TIMELINE
3 PRELIMINARY DAMAGE ASSESSMENTS & PUBLIC RELATIONS
4 EMERGENCY PUSH OPERATIONS
5 LOADING AND HAULING OPERATIONS
6 DMS SITE OPERATIONS
7 FINAL DISPOSAL
8 PROJECT CLOSEOUT

ALERT PHASE

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, RM will contact the Village of Ruidoso to discuss activation and response
- At the discretion of the Village, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- DRC will identify and assess the readiness of our network of subcontractors for Emergency Push and Load and Haul Operations
- Our team will pre-stage equipment and personnel as needed to respond to the immediate aftermath of the event
- DRC will map Emergency Push Collection routes, if these have not been determined in the planning phase

POST-DISASTER IMPACT RESPONSE TIMELINE

Please see Tab F.3.

EMERGENCY ROAD CLEARANCE/PUSH OPERATIONS

In an emergency push operation, debris is "pushed" or cleared from the public roadways in an order of priority established by the Village of Ruidoso. DRC's goal in a push operation is to make roadways and intersections as safe as possible by increasing visibility and minimizing traffic obstructions. Push routes are predetermined with the help of Village personnel, who have a clear understanding of the geography of the community.

Push crews consist of four to five personnel with supervision, chainsaws, and equipment capable of moving heavy material, such as skid steers, front end loaders, etc. This phase of work is usually accomplished within one to five days after the event, depending on the scale of the disaster. For safety reasons, debris is collected only during daylight hours.

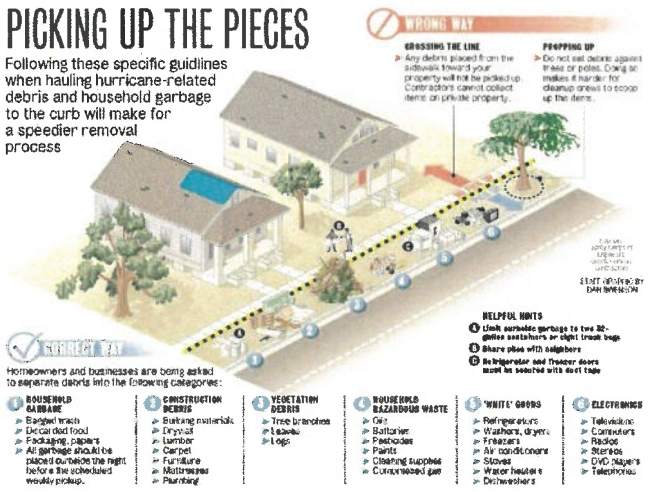
PRELIMINARY DAMAGE ASSESSMENTS

Within 24 hours of an incident, DRC and local, state, and federal officials will have completed preliminary damage assessments to indicate the scope of losses and recovery needs. Through the debris assessment, DRC will accomplish the following:

- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas

PUBLIC RELATIONS

In the midst of chaos brought on by a disaster, clear communication about the recovery process helps to restore a sense of safety to communities. Providing the public with guidance regarding the material collection and separation process will also significantly enhance the efficiency of the operation.



To ensure effective communication with the public about debris collection operations and timelines, DRC will coordinate with the Village on creating a communications plan, including disseminating Public Service Announcements (PSAs) and flyers. These PSAs and flyers will be shared on various platforms including local websites, radio and television news outlets, and social media channels. Please see the example flyer (pictured at right) that defines and illustrates material separation for residents.

LOADING AND HAULING OPERATIONS

FIELD OPERATIONS

Within 24 to 48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the Village), DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will generally consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

All debris removal operators will be given area maps designating assignment/authorized areas or zones of operation as well as transport routes designated and/or approved by the Village. Field supervisors shall ensure that all debris removal operators are licensed and certified to operate the required equipment. As crews complete zones, the areas will be jointly surveyed by DRC and the Village of Ruidoso and closed out.

RIGHT-OF-WAY AND PUBLIC PROPERTY DEBRIS REMOVAL

DRC's Debris Removal Crews will remove all eligible debris from the right-of-way and haul it to a designated Temporary Debris Staging and Reduction Site **and/or directly to a final disposal site.** At the request of the Village of Ruidoso, DRC will also demolish structures and/or remove debris from public easements, improved public property, and public properties other than rights-of-way.

Eligible debris is that which has been generated directly by the event or as a result of the event.

This image depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public has been advised through PSAs and a flyer such as the above to place disaster generated debris in the right-of-way (ROW) in separate piles organized by debris type for separate collections.

PRIVATE PROPERTY DEBRIS REMOVAL

For debris on private property to be eligible, Private Property Debris Removal must be authorized.

FEMA may extend public assistance to include private property debris removal when it poses a threat to the public. Under the request and direction of the Village of Ruidoso or its representative, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety of the Village's residents.

DRC has extensive experience in removing all kinds of debris from private property after every type of disaster. Upon the request of the Village of Ruidoso, DRC will remove debris from private properties as directed. Depending on the severity of the event, and with proper documentation in place, FEMA reimbursement may be available.

The FEMA Private Property Debris Removal Program plays a crucial role in facilitating the cleanup and recovery process for individuals and families affected by natural disasters. Here's a breakdown of key aspects of the program:

- **ELIGIBILITY CRITERIA:** The program is designed to assist property owners whose residences or businesses have been damaged or destroyed by a federally declared disaster, providing financial assistance for the removal of debris from their private properties.
- **TYPES OF DEBRIS COVERED**: Eligible debris includes vegetative debris and construction and demolition materials resulting directly from the disaster event, such as fallen trees, damaged structures, and household belongings.
- **DOCUMENTATION REQUIREMENTS:** Property owners must submit thorough documentation, including photographs, damage assessments, and estimates for debris removal costs, to support their eligibility for assistance under the program.
- **ENVIRONMENTAL CONSIDERATIONS**: Debris removal activities must adhere to environmental regulations and guidelines to minimize ecological impact and ensure safe disposal of hazardous materials, such as asbestos or household chemicals.

- **REIMBURSEMENT PROCESS:** Upon completion of debris removal operations, property owners or their contractors submit documentation of incurred expenses to FEMA for reimbursement, subject to verification and approval.
- **COMMUNITY OUTREACH AND EDUCATION:** FEMA conducts outreach and education initiatives to inform property owners about the program, eligibility requirements, and available resources to facilitate their participation and ensure equitable access to assistance.

The FEMA Private Property Debris Removal Program serves as a vital resource for individuals and communities navigating the challenges of post-disaster recovery, offering financial support and logistical assistance to expedite the cleanup process and facilitate the rebuilding of homes and businesses.

POLICY UPDATE

Pre-approval from FEMA is not required for the Applicant to begin PPDR work (including on privately owned residential and commercial property); however, for the Applicant to receive PA funding, FEMA must determine that the work is eligible. The Applicant must notify FEMA that PPDR is being conducted and the type of property on which the PPDR is being conducted and the type of property on which the PPDR is being conducted (e.g., privately-owned residential or commercial property) so FEMA can ensure notifications to the necessary FEMA components and federal partners.

- FEMA Memorandum, dated October 17, 2022

CERTIFICATION OF EQUIPMENT

DRC will begin the certification of equipment as soon as possible, generally within 12 to 24 hours after a Notice to Proceed is issued. Trucks will be staged at a location where the Village's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

CLEAN-AS-YOU-GO POLICY

DRC's Clean-As-You-Go Policy aims to eliminate inefficiencies in emergency road clearance and load and haul operations by ensuring that all staff and subcontractors completely clear each assigned area before moving on to the next. Work crews and truck drivers are responsible for ensuring that each area is clean to the Village's standards before moving on to the next. DRC's project managers will ensure compliance with our Clean-As-You-Go Policy.

MULTIPLE SCHEDULED PASSES

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

DEBRIS TYPES

VEGETATIVE DEBRIS

Vegetative debris is defined as tree branches, leaves, logs, timber, and stumps.

DRC's crews can collect vegetative debris using a wide spectrum of equipment. To increase efficiency, DRC will often combine the removal of hazardous trees, including "leaners" (leaning trees) and "hangers" (hanging limbs), with the collection of other vegetative debris.

Once collected, vegetative debris will be transported to a Temporary Debris Staging and Reduction Site for processing. There are two main ways of reducing vegetative debris to conserve valuable landfill space:

- Reduction by **grinding** creates mulch, a valuable resource which can be used in landscaping, by farms as compost; or it can be burned as a fuel source
- Reduction by **burning** provides for the most cost-effective processing, in areas where burning is an option

HAZARDOUS TREE AND LIMB REMOVAL

A tree is considered hazardous if its condition was caused by the disaster and it poses a risk to public health and safety. If possible, leaner and hanger removal will be performed in advance of load and haul activity so that these trees and limbs can be collected simultaneously with ROW debris. Crews may include climbers with chainsaws, as well as bucket trucks, automated saw trucks, and excavators.

FEMA uses the following criteria to define whether a leaner or hanger is hazardous. These criteria will be used by the Village of Ruidoso's independent monitoring firm to determine the eligibility of each tree to be removed:

- The tree trunk must be six inches in diameter or greater when measured at chest height
- More than 50% of the crown is damaged or destroyed
- The trunk is split or branches broken, exposing the heartwood
- The tree has fallen or been uprooted within a public use area
- The trunk is leaning at an angle greater than 30 degrees
- Hanging limbs must be at least 2 inches in diameter and pose a threat of falling into an improved public area or right-of-way

REMOVAL OF HAZARDOUS STUMPS

Stump removal usually takes place late in the debris removal process. The Village's monitor will generally determine the eligibility of stumps for removal. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all the following criteria:

- 50% or more of the root ball is exposed (if less than 50% of the root ball is exposed, it may be flush cut)
- The stump's diameter is greater than 24 inches, as measured 24 inches above the ground
- The stump is located on improved public property or a public right-of-way
- The stump poses an immediate threat to life, public health and safety

Crews will use excavators to extract larger stumps, then load them onto flatbed trailers for transport to the TDSRS or final disposal facility, where they will be ground into mulch. Most often, large stumps must be split prior to grinding, whereas smaller stumps can be ground directly. After removing larger stumps, DRC will fill the hole to ground level.

- DRC removed approximately **11,000,000 cubic yards of vegetative debris** across Florida, Georgia, South Carolina, and Virginia in response to Hurricane Helene in 2024, including **132,402 hazardous trees.**
- Following Hurricane Ida in 2021, DRC collected and disposed of more than **12,400,000 cubic yards** of vegetative debris, including **243,484 hazardous trees.**
- While working on the recovery in Florida Department of Transportation Regions 2 and 3 after Hurricane Michael, DRC collected more than **2,660,000 cubic yards** of vegetative debris, including **17,609 hazardous trees.**
- During the same storm in Jackson County, Florida, DRC collected more than **2,587,000 cubic yards** of vegetative debris, including **43,763.00 hazardous trees.**
- While working on the recovery in Puerto Rico after the effects of Hurricane Maria, DRC collected **98,009 hazardous trees** from the island as a part of a **$82 million contract.**

CONSTRUCTION AND DEMOLITION (C&D) DEBRIS

Construction and Demolition (C&D) Debris consists of building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. C&D Debris is produced most often by floods, tidal surge, and earthquakes.

When collecting C&D Debris, DRC carefully considers local and state restrictions on landfill material acceptance. Using a TDSRS provides an opportunity for reduction by material separation and compaction. Additionally, some building materials may be salvageable for reuse, if local facilities are in place. Transportation directly to the final disposal site does not allow for reduction; however, in some cases it may be more efficient.

A wide variety of equipment can be used to collect C&D Debris, including self-loaders.

- DRC removed more than **857,000 cubic yards of C&D debris** in response to Hurricanes Helene and Milton in 2024.
- Following Hurricane Ida in 2021, DRC collected and disposed of **4,800,000 cubic yards of C&D debris.**
- In the States of North Carolina and Florida, during Hurricanes Michael and Florence–which occurred simultaneously–DRC removed approximately **654,000 cubic yards of C&D.**
- DRC's response to severe flooding in the City-Parish of East Baton Rouge, Louisiana, in 2016 required the use of more than 300 hauling vehicles in the collection, processing, and/or recycling of more than **1,200,000 million cubic yards of C&D debris.**

WHITE GOODS

"White goods" are appliances, including refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

DRC will collect white goods separately, often using light duty trucks and trailers with a liftgate. We will then transport them to a designated area at a TDSRS or directly to a recycler. Any profits from recycling will be returned to the Village unless otherwise stipulated in the contract.

The public will have been informed by DRC's public relations campaign to remove all contents from refrigerators and freezers prior to collection or to duct tape the doors shut to facilitate safety and ease of collection. Refrigerators and freezers collected with contents shall be staged for content removal and disposal. Freon shall be removed by a certified technician under the guidance of EPA regulations.

- In response to Hurricane Ian in 2022, DRC removed and recycled/disposed of **3,628 appliances** in South Florida. This work included the removal of **892 appliances from waterways.**

- After Hurricane Harvey in 2017, DRC removed and recycled/disposed of 4,227 appliances in the Houston area.
- The Baton Rouge area experienced historic flooding in 2016. DRC removed and recycled/disposed of more than **10,000 appliances** as part of a **$45 million contract.**

HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) consists of small quantities of used or leftover household cleaning and maintenance products, such as gasoline, oils, batteries, pesticides, paint, cleaning solvents, and compressed gas.

- DRC has removed **268,750 pounds of household hazardous waste** for the State of New Mexico during our ongoing response to the 2024 South Fork and Salt Fires.
- DRC removed **955,751 pounds of household hazardous waste** in response to Hurricanes Helene and Milton in 2024.
- In our response to Hurricane Ian in South Florida in 2022, DRC removed and disposed of **698,889 pounds of household hazardous waste.**
- After the severe flooding of the City-Parish of East Baton Rouge, Louisiana in 2016, DRC removed and disposed of **554,880 pounds of household hazardous waste.**

HHW is collected separately from other types of debris and securely placed in spill-proof containers for transportation to staging at a TDSRS or direct transport to a qualified recycler or disposal facility. When stored at a TDSRS, the area is generally protected with lining or berms, or both, depending upon the requirements of the state environmental agency. When materials are recycled, the recycler will often collect the items from the TDSRS, pack them appropriately, and transport them to the recycling facility.

ELECTRONIC WASTE COLLECTION (E-WASTE)

E-Waste debris includes televisions, computers, radios, stereos, DVD players, telephones, etc.

DRC will make one or two separate passes to collect e-waste, depending on the severity of the disaster. General laborers, along with a supervisor, will collect the items using light duty trucks and trailers, then transport them either to a specific area of the TDSRS or directly to a recycler.

- DRC removed **8,715 pounds of e-waste** in Boulder County, Colorado following the Marshall Fires.

- After Hurricane Florence, DRC removed **2,786 e-waste units** in Pender County alone; the total number of units DRC collected in response to Hurricane Florence was **3,116.**
- After 2017's Hurricane Harvey, DRC removed **12,011 e-waste units** in the Houston area.
- DRC removed **18,908 e-waste units** in response to the 2016 Baton Rouge floods.

TIRES

Following flood events or tidal surge, debris removal crews often find tires in debris piles on the public ROW. Tires create a special problem for landfill operators, as they tend to rise or float and can ultimately damage the landfill cap. Therefore, DRC's debris removal crews will separate tires from other debris.

Tires can be easily collected using light duty equipment. Ideally, we will transport them directly to the recycler or shredder. Federal and state regulations often require a waste hauler permit to transport tires.

CANAL/WATERWAY DEBRIS REMOVAL

Canal debris removal is most often performed under the oversight of state environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris removal may be land-based or water-based. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work.

Targets can be identified by side-scan sonar or below surface observation. Target removal may span from the water bottom to surface debris, or it may be limited to designated depths.

When appropriate, debris can be collected with grapples mounted on barges of varying sizes or even small boats. Land-based operations consist of removal of targets with long reach excavators equipped with a spoils or dredge bucket.

Temporary Offloading Sites can be used to stage debris prior to transport to a TDSRS for processing or to final disposal. When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal.

- DRC is currently contracted by the City of Houston for a multi-phase waterway debris removal project and has removed **2.2 million cubic yards** of debris from Houston waterways to date.
- In response to Hurricane Ida in 2021, DRC collected and disposed of **over 428,000 cubic yards** of debris from canals and waterways across 5 jurisdictions.

VEHICLE AND VESSEL REMOVAL

DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels.

Operating procedures for vehicle and vessel removal projects vary from state to state due to legal requirements. The scope of work is always developed in consultation with the jurisdiction.

To begin a vehicle and/or vessel removal project, DRC will activate one or more aggregation sites for storage, processing, recordation, and access. Arranging the vehicles in a grid pattern allows for easiest access.

For a land-based recovery, DRC will tag and record vehicles and vessels prior to removal. For a water-based recovery, we will locate and record the vessels prior to removal.

At the aggregation site(s), DRC or a properly trained and licensed subcontractor will remove fluids from the vehicles and vessels. DRC will send an initial notification to the vehicle's owner, as determined by VIN information gathered in the field using the State Police database, according to local and state regulations. Additional notifications may be sent using certified mail, if required by law. DRC will also allow private insurance companies to access the vehicles for viewing.

Salvaged vessels and vehicles may be retrieved by either owners or insurance companies. Those that are not retrieved after ample notification will be crushed and recycled. Any proceeds from recycling will be returned to the Village unless otherwise stipulated in the contract.

- During our ongoing response to the South Fork and Salt Fires and Flooding, **DRC has removed 136 burned vehicles** on behalf of the State of New Mexico.
- DRC's recent experience in the removal of sunken vessels includes the Louisiana Parishes of Jefferson, Terrebonne, and East Baton Rouge. In the City-Parish of East Baton Rouge, our annual channel clearing project for 2022 totaled **$11,622,990.**

- DRC **removed 80 burned vehicles** following the Marshall Fires in Boulder County, Colorado.
- After Hurricane Ike struck Texas in 2008, DRC removed sunken vessels and debris from four major bays and waterways in the affected area. We used side scan sonar to identify targets in advance and in combination with a well-designed implementation plan. **DRC removed a total of 2,100,000 cubic yards of debris,** and the complete marine operation was concluded **in just over 30 days.**

SAND SCREENING, SOIL RECOVERY, AND BEACH RESTORATION

DRC's innovative methods for the handling and screening of sand have allowed many jurisdictions to bring back their beaches, better–even after powerful storm surges from record-breaking events including Hurricanes Helene, Milton, Ida, Florence, Irma, and Ike.

After disaster strikes, many jurisdictions are faced with large quantities of sand that have washed up on the roadways, as well as on public and private property. DRC will collect the sand and move it to a nearby Temporary Debris Staging and Reduction Site for processing. Sand that remains on the beach often contains large quantities of debris. We will process this sand directly on the beach before restoring the sand removed and processed from other areas.

DRC uses a variety of equipment in sand and soil processing, including the following:

- **Skid steers and front-end loaders** to recover displaced material from adjacent properties
- **Beach rakes** to remove hidden and surface debris from beachfronts
- **Shaker screens and trammels** to screen sand and soils

DRC's teams are able to process 100 to 200 cubic yards of sand per hour. After screening, the clean material is returned to its original location. Beach contours and dunes can then be re-created. The debris that has been removed will be taken to a TDSRS for reduction and haul-out to final disposal.

- In Jefferson Parish, Louisiana, after Hurricane Ida in 2021, DRC recovered, screened, and restored **87,616 cubic yards of sand.** Additionally, DRC segregated and disposed of **42,779 cubic yards of silt and soil.**
- For the City of Fort Lauderdale following Hurricane Irma in 2017, DRC recovered more than **57,684 cubic yards** of sand from roadways, sidewalks, and parking lots. We then screened the sand and restored the beauty of these Florida beaches.
- In response to Hurricane Florence in 2018, DRC removed and screened **38,336 cubic yards of sand** to restore beaches in North Carolina.

"DRC's Project Manager arrived in Wilmington the day before the event, so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent."
– David Bundick, Superintendent of Solid Waste, City of Wilmington

HURRICANE IRMA BEACH CLEAN UP & RESTORATION

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

All carcasses should be disposed of as soon as possible. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting,** with approval, is a sanitary and practical method of carcass disposal.

- DRC led the Red Tide Fish Kill cleanup project in Pinellas County in 2018, collecting over **1,800 tons of dead fish** in a three-month span while also cleaning and maintaining **45 miles of coastline.** The **total contract amount was $6,895,562.**
- After the severe flooding in the Baton Rouge area in 2016, DRC removed and disposed of dead animals as needed as part of a **$37,820,004 contract** with the City.
- For the City of Galveston following Hurricane Ike in 2008, DRC removed and disposed of dead animals as needed as part of a **$38,007,492 contract** with the City.

PROTECTION OF ARCHAEOLOGICAL SITES AND HUMAN REMAINS

If in the process of debris removal DRC discovers evidence of a possible archaeological site, we will immediately cease work and contact FEMA. A qualified monitor may be required. If human remains are found, DRC will contact local authorities.

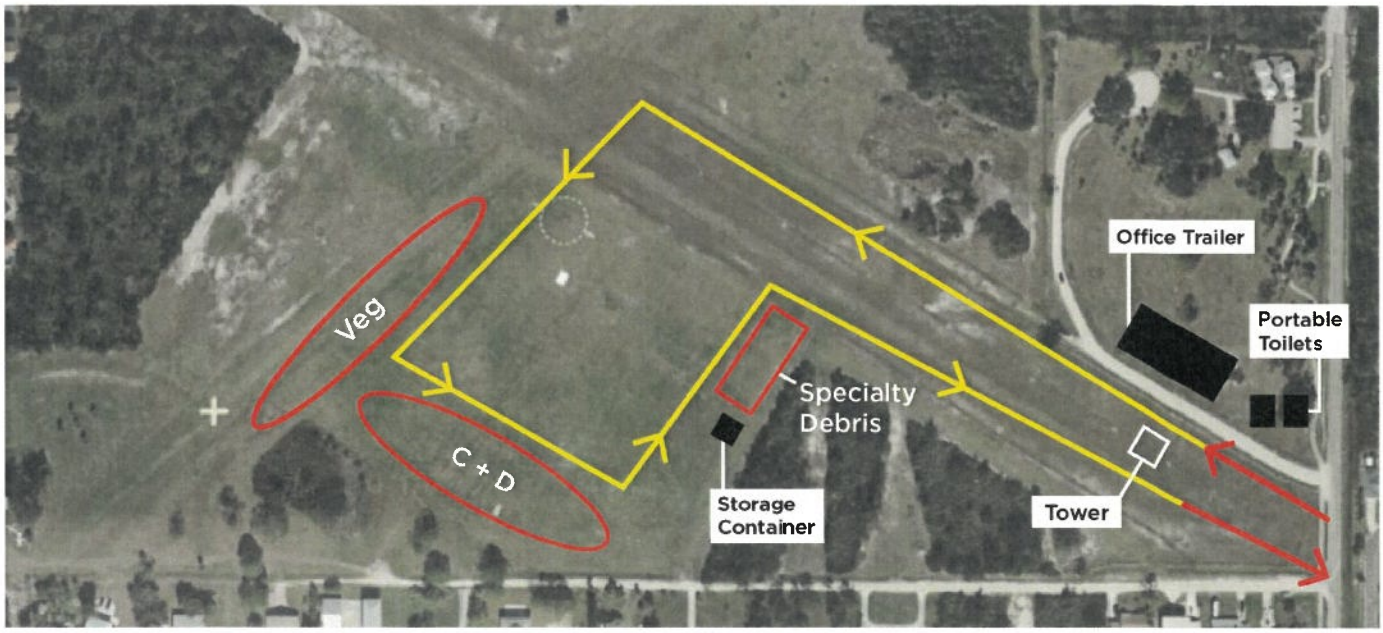
TEMPORARY DEBRIS STAGING AND REDUCTION SITE OPERATIONS

PERMITTING AND SITE MOBILIZATION

Within 24 hours of notice to proceed, DRC will begin mobilization to pre-established TDSRS locations. DRC will determine the number of TDSR sites based on estimated volumes, travel times, traffic patterns, and materials to be processed. Once operational, a TDSRS should facilitate a minimum of five loads per truck per day.

If applicable, DRC will promptly execute Land Use Agreements with any private landowners. For any sites not already permitted, Kristy Fuentes, DRC's Vice President of Administration and Compliance, will submit a permitting request.

Prior to use, DRC will perform an environmental audit of each site. This audit will involve documenting the site using historical records and data; taking photos and video, possibly using drones; and taking soil samples. Depending on state regulations, other steps may be required, such as creating a Stormwater Pollution Prevention Plan (SWPPP), perimeter silt fencing, or air monitoring.



SITE SETUP AND MAINTENANCE

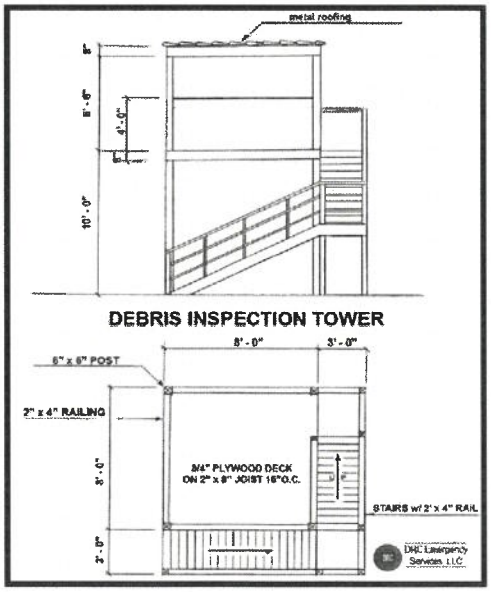
TYPICAL ON-SITE EQUIPMENT, SUPPLIES, AND MANPOWER NEEDS

- Signage
- Equipment Operators
- Security Personnel
- Front-End Loader with Thumb
- Grinder – Horizontal or Tub
- Air Curtain or Above Ground Incinerator (if required)
- Inspection Tower(s)
- Site Manager
- Traffic Control Devices
- Bulldozer
- Excavator
- Sweeper
- Water Truck
- Perimeter Fencing (if required)

Access and traffic flow – DRC will establish separate points of ingress and egress to improve traffic flow and operational efficiency. Truck routes will be mapped to avoid driving through residential areas.

Traffic Control – Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.

Inspection Towers – DRC will construct inspection towers to facilitate observation and measurement of debris hauled for storage at debris staging sites. If volume warrants it, each Temporary Debris Staging and Reduction Site will contain two inspection towers: one tower at the point of ingress for use by the monitoring firm, and one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. A single tower may be utilized if ingress and egress points are the same. Sometimes we will use all-terrain man lifts instead of constructed towers.



Maintenance and Grading – DRC will perform maintenance and grading of the debris management site throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

JOB SITE SECURITY

DRC will determine security needs on a case-by-case basis, in consultation with the Village. Security on a debris removal site is a top priority for DRC, and several measures can be implemented to protect workers, the public, and nearby property. Only authorized personnel will have access to job sites.

Signage is one of the first lines of defense; clearly posted warning signs alert drivers and pedestrians to potential hazards, restricted areas, and heavy equipment zones.

Lighting is equally important, especially for early morning or evening operations, ensuring that workers can see clearly and that hazards are visible from a distance.

Fencing helps define the perimeter of the work zone, preventing unauthorized access and keeping debris contained within the site.

Gates provide controlled entry points for trucks and equipment, allowing site managers to monitor who enters and exits.

Security personnel play a key role in enforcing these measures; they oversee access control, monitor for safety violations, and deter theft or vandalism of equipment and materials.

Together, these security components create a controlled, well-organized environment that minimizes accidents, protects the public, and keeps operations running smoothly.

DEBRIS STORAGE AREA

Debris is segregated into five main areas:

Vegetative debris – Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris – C&D debris will be stored separately within an area that will facilitate material separation, compaction or grinding.

Recyclables/Salvage – Recyclable/salvageable materials will be stockpiled in accordance with the site plan.

White goods – White goods will be stockpiled in a contained area in accordance with the site plan, unless they are being transported directly to the recycler.

Household Hazardous Waste (HHW) - HHW will be segregated and stored in an approved containment area protected by lining and/or berms.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations - Grinding or chipping can achieve a 4 to 1 reduction of vegetative debris or greater. The resulting product can be burned for use as fuel or reused as mulch or compost. Grinding or chipping is less often used as a reduction method for C&D material due to its impact on equipment.

Burning - Most common in rural settings, burning is the most efficient reduction method for vegetative debris, as a 95% reduction can be achieved. However, environmental impact and safety must be considered. Air curtain incineration and trench burning mitigate the release of smoke and ash into the air and surrounding areas.

Compaction - Compaction is the best reduction method for construction and demolition debris. When combined with recycling, a 2 to 1 reduction ratio can be achieved.

FINAL DEBRIS DISPOSAL

DRC will work with the Village to determine final disposal location(s) for processed debris during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used, when regulations allow.

RECYCLING OPTIONS

Vegetative Debris - After reduction by grinding or chipping, vegetative debris can serve a multitude of useful purposes. It can serve as a viable fuel source for manufacturing, etc., or used for agricultural purposes. It can be used as an alternative daily cover in landfills, when allowed. It can also be used as a roadbed for temporary roads, and it can be thinly spread across acreage to produce dirt.

Aggregates - Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris - Wood, metals, plastics, and sometimes gypsum can be pulled from the waste stream and recycled, if sufficient quantities exist and recycling facilities are available and accessible.

White Goods - White goods are easy to recycle due to abundant processors.

Electronic Waste (E-Waste) - Electronic waste items are quite abundant, particularly following a flood or tidal surge. E-waste is brought to specialized recycling facilities, where recyclable components are separated from hazardous waste and reenter the stream of commerce. Meanwhile, the hazardous components from E-waste are disposed of according to environmental regulations.

Tires - Tires can be recycled by third party facilities, who remove toxic and non-rubber components from the tires and then shred and reduce the remaining rubber into a fine powder. This recycled tire by-product can be used as an industrial fuel source, as construction fill, or in road bases, as well in the production of new tires or even in playground surfaces.

"This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team."

– Benjamin K. Au, Director of Construction Services, Texas General Land Office (GLO)

BENEFICIAL USE PROGRAMS

State and federal agencies across the country have created Beneficial Use Programs. These programs provide guidelines for how non-hazardous waste materials may be diverted from landfills and reused or recycled, providing economic, environmental, and social benefit to the community. Examples of beneficial uses, which vary by state, may include the following:

- Sediment from dredging projects can be used to nourish beaches, to enhance wetland habitats, to restore brownfields, or as construction fill.
- Organic materials such as vegetative debris, yard waste, race track stable bedding, and residues from agricultural or forestry production can be used as compost to enrich soil.
- Construction & Demolition materials such as steel, concrete, wood products, brick and clay tile, and asphalt shingles can be reused in myriad ways, such as for fuel, new products for road or building construction, mulch, soil amendment, or compost.

DRC will seek beneficial uses for non-hazardous debris in the Village of Ruidoso wherever possible, following state and local regulations and guidance.

TEMPORARY DEBRIS STAGING AND REDUCTION SITE CLOSEOUT

Once operations are complete, DRC will restore all Temporary Debris Staging and Reduction Sites. The scope of restoration is determined by post-use site conditions, terms of the land lease, and/or the Village's directive and mutual understanding when public property is used. Restoration will include final removal of all debris and other managed components as well as all structures and temporary features. Additionally, DRC will perform grading and leveling, removal of temporary roads and fencing, and grassing or seeding as necessary to restore the site to documented pre-use condition. In most cases, both the property owner and the state environmental agency must inspect, release, and approve the final closure of a site.

DRC will use drone footage and still photography to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. We will also conduct environmental sampling that mirrors pre-use sampling. For example, random soil samples, surface samples, and, if necessary, water samples, may be taken and sealed in containers for comparison with pre-use samples. Independent third-party engineers and testing labs may be used. Post-use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants.

DEMOBILIZATION

The project leader, whether that be the Project Manager or the Regional Manager, begins removing all equipment from the site once the TDSRS closeout procedures have been finalized and the Village approves. Typically – dependent upon the scope of the project – DRC's demobilization process is concluded within 48 hours, including the final delivery of all project reports and documentation.

DEBRIS MANAGEMENT SITE DURING AND AFTER OPERATIONS

WILDFIRE-SPECIFIC PROCEDURES

PRIVATE PROPERTY DEBRIS REMOVAL & EROSION CONTROL SERVICES

OVERVIEW

The operation will follow a systematic approach to removing debris off the property:

Initial Site Reconnaissance

- Install individual address signs for each property with a signed Right-of-Entry (ROE). Installation of these signs allows DRC to obtain the necessary permissions, coordination, and to ensure proper notification to property owners.
- Obtain, analyze, and evaluate soil samples to establish cleanup goals for the project.
- Identify water and electrical sources.
- Identify equipment and material staging area.
- Identify final disposal and recycling options.

Individual Site Assessments

- Work with Local Utility Company to check for underground utilities.
- Identify septic tank and leach field locations on each property by obtaining information from the County.
- Identify water wells on properties, if necessary.
- Photograph each site from all sides to document all aspects of the property. DRC will take pictures pre and post debris removal.
- Review sketch footprint and identify type of foundation(s) and other hardscape, if necessary.
- Sketch and record ash footprints.
- Conduct surveys to identify, sample, and analyze results for suspected gross asbestos containing materials including concrete foundations and mortar.
- Provide Scope of Work for each property to the State of New Mexico for approval.

Private Property Debris Removal

- Conduct Hazmat sweep of properties to identify and remove household hazardous waste.
- Remove gross asbestos containing materials for those properties where asbestos is found or suspected.
- Remove vehicles for recycling or disposal.
- Collect, consolidate, and remove metals for recycling.
- Collect, consolidate, and remove concrete for recycling.
- Collect, consolidate, and remove ash, debris and soil for disposal.
- Track and log quantities and types of materials transported to landfill or recycling facility. (State of New Mexico monitoring firm)
- Finish grading/smoothing ground surface.

- Track number of loads and type of material removed from each lot. (State of New Mexico monitoring firm)

Confirmation Sampling

- Soil sampling will be conducted pre and post "scraping" to verify that any remaining constituents fall within acceptable levels established by environmental regulator.
- The Property should be free of ACM and all construction material and debris.
- If results are less than or equal to the cleanup goals, the site will be prepared for final erosion control and certification.

Implement Erosion Control

- Implement storm water best management practices to control sediment runoff from each remediated property. DRC will coordinate with New Mexico Environmental Department (NMED). Depending on scope and scale with NMED, may require Stormwater Permit coverage.

Documentation Tracking and Consolidation

- Collect and organize debris removal documentation through web-based database.
- Prepare site specific final reports for delivery to State.

PRIVATE PROPERTY SITE ASSESSMENT

Each property will be assessed, and information documented prior to debris removal as described below.

Property Survey

- Apparent property lines, sketching the foundation and hardscape footprints and debris field footprints, and identifying property-specific hazards on a field data form.
- Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., propane tanks, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, etc.) will be noted and mapped on the form.
- Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions. (Monitoring firm will take pictures prior to and after removal of debris)

Asbestos Survey

- As part of disaster response, sweeps will be conducted for hazardous waste and potentially asbestos containing material (ACM) for the destroyed structures in the impacted area prior to the commencement of debris removal operations.
- If potential ACM is identified based on a certified asbestos consultant's opinion, the Monitoring Firm will conduct an Asbestos Survey on each site (not to include testing).

Classification of Structural Ash and Debris

- DRC to consult EPA Region 6 for guidance on whether structural ash and debris should be treated as ACM under the National Emissions Standards for Hazardous Air Pollutants (NESHAP) due to the assumption that the ash and debris may contain asbestos.

Air Monitoring

- Prior to commencement of debris removal, air monitoring samples will be collected to establish baseline levels for air contaminants, including particulate airborne metals, and asbestos.

Air monitoring will be in compliance with the following:

- WAC 296-62-07721 (2)(b)(ii) Before authorizing or allowing any construction, renovation, remodeling, maintenance, repair, or demolition project, a building/vessel and facility owner or owner's agent must perform, or cause to be performed, a good faith inspection to determine whether materials to be worked on or removed contain asbestos. The inspection must be documented by a written report and maintained on file and made available upon request to the State.
    - (A) An accredited inspector must conduct the good faith inspection.
- WAC 296-62-07709 (3) Exposure assessment monitoring requirements for all construction work as defined in WAC 296-155-012 and for all ship repairing, shipbuilding and shipbreaking employments and related employments as defined in WAC 296-304-01001.
    - (a) Initial exposure assessment.
    - Each employer who has a workplace or work operation covered by this standard must ensure that a "competent person" conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace. The assessment must be completed in time to comply with the requirements which are triggered by exposure data or lack of a "negative exposure assessment," and to provide information necessary to ensure that all control systems planned are appropriate for that operation and will work properly.

Scope of Work

- Prior to commencing debris removal operations, DRC will provide a Scope of Work for each property to the State for approval.

PRIVATE PROPERTY DEBRIS REMOVAL OPERATIONS

The following notices will be made prior to start of the project (if required):

- Underground Services Alert will be notified at least 48 hours prior to any excavation.
- NESHAP Program will be notified of any demolition of a partially destroyed structure
- within guidelines.
- The Local Fire Department will be notified prior to commencement of work, if necessary.
- Local utility providers will be notified prior to the removal of any damaged structures to ensure the utilities are secure and off.

PERMITS

The table below lists the requirements and permissions anticipated for the project.

REQUIREMENT/ PERMISSION	COMMENTS
Property owner Site Access/ Authorization for Right-of-Entry	Executed forms are required by owners before work can begin on their property.
City/County/State Demolition Permit (If required)	Blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/Notification (if required)	Notification to Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary and if necessary.
Site Hazardous Waste Transport	State of New Mexico will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials. Classification and determination to be determined by the State including final classification and destination.
Traffic Control	DRC will supply necessary signage as appropriate.

UTILIZATION OF GIS INFORMATION

Site Identification: DRC will utilize GIS data to accurately identify and map affected sites, ensuring precise location tracking and efficient resource allocation.

Monitoring and Documentation: DRC will implement GIS technology for real-time monitoring, documentation, and reporting of debris removal progress and site conditions. Through GIS mapping, we will be able to identify the stage of activities at the parcel level, to support accurate tracking of where work has been completed. Data will also support GIS mapping to support more generic mapping which can support public information purposes, to identify to the public where work is currently in progress.

WATER SOURCE

Water for dust control may be obtained from sources found by DRC and approved by the state. If used, the water hydrants will be equipped with a meter to monitor usage.

DEMOLITION AND CONCRETE SLAB REMOVAL

DRC intends to demolish and remove structures and concrete slabs in adherence with State, Federal, and

Local regulations where applicable concrete will be taken to recycling facilities or crushing plants approved by the State of New Mexico.

REMOVAL OF ASBESTOS CONTAINING MATERIAL

At minimum, the debris removal team will implement the following best management practices for removing ACM:

- DRC will consult with Monitoring Firm as necessary to identify the location and area of ACM to be removed.
- DRC will oversee and remove the ACM identified on-site.
- All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities.
- All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal.
- If bulk loading of ACM is utilized, the bin or container used for transport (e.g. end-dump trailer or roll-off box) will be tarped (burrito-wrapped) before transport. In addition, DRC will adhere to State and Federal regulations relating to the transportation of asbestos.
- All ACM must be sufficiently wetted to adhere to State and Federal regulations. The water shall be applied in a manner so not to generate significant runoff.
- ACM removed from the property must be manifested and transported as to adhere to State and Federal regulations. A generator ID number will be assigned to the incident.
- Records detailing removal and disposal operations involving all such materials will be recorded and manifested. Confirmation Sampling.
- Conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations. as defined by WAC 296-62-07721 and WAC 296-62-07709.

DEBRIS, SEDIMENT, AND ASH REMOVAL AND METAL RECYCLING/DISPOSAL

Debris removal will be conducted on each site following in the following order:

1. Drop chimneys down to ground level and remove chimneys and foundation.
2. Segregate and remove all metals and prepare for transportation to a metal recycler. Caution should be taken to remove apparent sediment from the surface of the metals.
3. Remove ash and commingled debris from the site.
4. Remove fire damaged concrete foundations, within the former footprint, from the site. Parameters for foundation removal in adherence with State, Federal, and Local regulations contaminated rock foundations at the direction of the State.
5. Remove determined amount of residual soil from debris site for disposal or reuse.

Additionally,

- All burn ash and debris must be sufficiently wetted in advance of initiating removal of the material. The water shall be applied in a manner so not to generate significant runoff.
- All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.

- All loads shall be covered with a tarp; this includes metal debris and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp.

HAZARDOUS WASTE OPERATIONS BEST MANAGEMENT PRACTICES (BMP)

Use of BMPs will ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos containing materials in a manner that ensures protection of public health and the environment, as well as, ensuring the health and safety of on-site personnel.

At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

- All on-site personnel working in the exclusion (hot) zone shall receive the necessary health and safety training and medical surveillance
- All on-site personnel working in the exclusion (hot) zone shall be required to wear Level C PPE when working in the exclusion zone
    - The contractor and monitoring firm will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations as defined by WAC 296-62-07721 and WAC 296-62-07709.
- All non-hazardous waste haulers who observe loading operations outside of the vehicle cab, and/or covering (e.g. tarping) the trailer or container must wear N95 masks and Tyvek coveralls.
- All landfill operators that may encounter waste during off-loading operations should follow their facilities protocols for wearing PPE and respiratory protection.

CONFIRMATION SAMPLING

Confirmation sampling may be conducted after fire-related debris has been removed from a property. After the debris is removed, representative soil samples may be collected and analyzed to measure concentrations of constituents of concern.

TREE REMOVAL

Following identification and marking of hazardous trees, DRC will remove trees, employing all engineering controls to mitigate dust. Hazard tree removal crews may include climbers with chainsaws, as well as bucket trucks, automated saw trucks, and excavators. Crews will take care to ensure that trees are dropped in areas away from utilities, septic tanks, or ash. All vegetative debris generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

TRAFFIC CONTROL

Traffic controls and warnings standard to the construction industry and as required by the State of New Mexico motor vehicle code will be implemented on an as needed basis.

PAVEMENT AND DRAINAGE PROTECTIONS

The contractor at all times will protect the edge of pavement and drainage features to the extent feasibly possible. The contractor will also protect other crossing such as cattle guards and bridges.

TRACKOUT MANAGEMENT

The contractor will implement procedures to prevent or cleanup carryout and trackout as specified below. The use of blower devices, or dry rotary brushes or brooms, for removal of carryout and trackout on public roads is expressly prohibited.

Cleanup of carryout and trackout shall be accomplished by:

- Manually sweeping and picking up; or
- Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
- Operating a street sweeper.

STORM WATER PROTECTION

Best management practices will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the project include water used to control dust, potable water, and uncontaminated excavation dewatering.

Best management practice guidelines may include, but are not limited to, the following:

WATER TO CONTROL DUST

Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from designated areas. While the goal is to apply water spray for dust control to avoid surface run off, **dust control shall take precedence**. In the event there is significant surface run off, the contractor will control runoff with best management practices.

GOOD SITE MANAGEMENT HOUSEKEEPING

Good site management measures include the use of covers or berms to contain loose consolidated materials that are not actively being removed; storing any chemicals in watertight containers; control of off-site tracking of loose soils; preventing disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.

STREET CLEANING

Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems.

SEDIMENT CONTROLS

Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. Sufficient quantities of temporary sediment control materials will be maintained on site throughout the duration of the project to allow implementation of temporary sediment controls in the event of significant rain.

RUN-ON AND RUN-OFF CONTROLS

Run-on and run-off will be managed within the immediate vicinity of the home site being worked on.

PUBLIC RIGHT OF WAYS

The State will be responsible for all storm water protection on public right of ways.

EROSION CONTROL AND STABILIZATION MEASURES

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water body during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control shall be installed after each lot has met site specific cleanup goals. Effort should be made to preserve existing vegetation, if practicable.

POTENTIAL EROSION CONTROL METHODS

Each residential parcel may receive one of the following measures:

- Option 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with a tackifier to cover over 90% of the lot impacted by the structural debris removal operations. No seeds will be used on this project.
- Option 2: Hydraulic mulch and fiber log and/or silt fence. Fiber Logs shall be a minimum of 8" to 12" diameter and shall be staked and keyed in. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than 7%.
- Option 3: Hydraulic mulch, fiber log and/or silt fence and erosion control blanket.

Hydraulic Mulch

Hydraulic mulch or hydro-mulching is a planting process that uses a slurry wood fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground.

Fiber Roll Barriers

Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood or other natural fibers sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be 8" to 12" diameter.

Compost Filter Socks

Compost filter socks are a three-dimensional tubular sediment control and storm water runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of the compost filter socks.

Erosion Control Blanket

Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of organic biodegradable materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be 100% organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the netting nor the installation shall pose a safety risk to people walking on/crossing over it. Neither shall the blanket or netting pose a hazard to wildlife such as birds, reptiles, and amphibians.

Silt Fence

Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff, causing entrained sediment to settle out behind the fence while water slowly filters through the fabric.

ARCHEOLOGICAL TREATMENT

DRC will identify and confirm historic properties within the Area of Potential Effect according to the FEMA provided Archeological Treatment Plan (ATP). DRC will work closely with DHSEM to ensure that the requirements of the ATP are met, to maintain compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966.

DRC will assign a Contract Archaeologist with the required credentials, who will ensure that the activities of meeting compliance requirements, including reporting, survey, documentation, and coordination with crews on the ground are achieved. DRC will ensure that DHSEM is receiving the defined documentation required in the timeframes outlined. DHSEM will use such documentation to report to FEMA.

The archaeologist must have the following credentials to meet FEMAs Section 106 compliance requirements:

1) Secretary of Interior (SOI) Qualified Archaeologist that is

2) Permitted in the State of New Mexico by the State Historic Preservation Officer (SHPO) to conduct the activities outlined in the ATP.

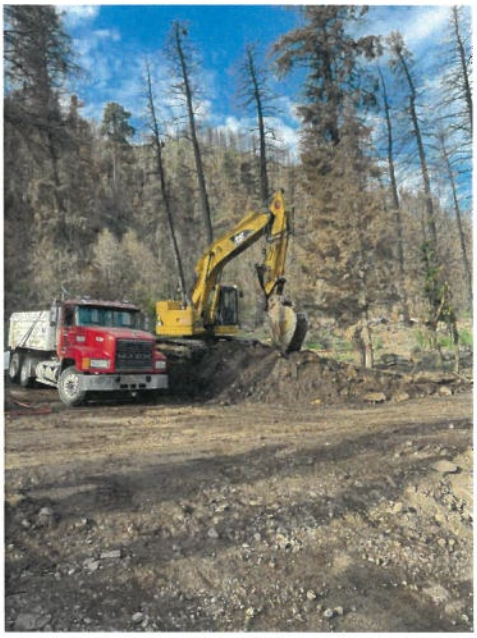
DRC will take the following steps to protect archaeological resources:

- Participate in Tribal Consultation.
- Exercise Protocol for Archeological Monitoring in accordance with the ATP.
- Produce a Cultural Resource Report (CRR) in accordance with the ATP. Specific details regarding the content and format will be provided in the ATP.

In the event of inadvertent discovery of archeological resources, such as, but not limited to, human remains, funerary objects, sacred objects, artifacts, or objects of cultural significance, all ground-disturbing work on the project will stop. The State or their designate will ensure that state, federal, and/or tribal protocols are followed to ensure the remains and/or artifacts are handled properly.

Statutory References:

- Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulation (43 CFR 10)
- Archaeological Resources Protection Act (ARPA)
- National Historic Preservation Act (NHPA) and its implementing regulation (36 CFR 800)
- New Mexico Administrative Code 4.10



RECOVER

1 DEMOLITION

2 TEMPORARY FACILITIES

3 POST DISASTER TEMPORARY HOUSING

4 MARINE SERVICES

Once the initial response phase is over, full recovery from a major disaster can still be a big job. Affected communities may require many additional services to be restored to pre-event wholeness.

Under the joint ownership of the Sullivan Brothers Family of Companies, DRC Emergency Services, SLS, Forgen, and Callan Marine comprise a core of companies that excel at providing a turnkey approach to total disaster management. We stand alone in the industry as the only company that can provide the full range of disaster response and recovery services.

DRC EMERGENCY SERVICES Striking Back. SLS Forgen CALLAN MARINE ...safety...integrity...quality... COTTON

DEMOLITION

EXPERTISE IN DEMOLITION

For decades, DRC has provided structural and strategic demolition services on both public and private property in a safe, environmentally responsible manner. DRC's number one priority is to eliminate the immediate threat to public health and safety that damaged and abandoned structures may cause. DRC works closely with federal, state, and local entities to ensure compliance with environmental guidelines.

Demolition is an integral part of any community's recovery from a major disaster, and DRC has a long and wide-ranging history of successfully managing numerous Right-of-Entry Programs in accordance with FEMA guidelines.

Since its inception, DRC has performed private property debris removal and demolitions following wildfires in California, Colorado, Hawaii, New Mexico, and Washington State; tornadoes in Alabama and Kentucky (as the ACI contractor for the United States Army Corps of Engineers for Region 3); as well as Hurricanes Katrina, Gustav, Michael, Laura, Ida, and Ian.

DRC has performed 11,782 strategic demolitions for the City of New Orleans to stimulate economic recovery. DRC has also demolished thousands of blighted properties in Washington, Jefferson, and Terrebonne Parishes and the City of Lake Charles, Louisiana following multiple hurricanes.

The FEMA demolition, Selective Salvage demolition and Strategic Demolition projects, which have been in effect since 2007, are responsible for the elimination of more than 2,000 blighted properties.

SLS

DRC's sister Company, SLS, is a prominent provider of post-disaster temporary housing. From turnkey temporary trailer facilities to massive temporary facilities designed to house and feed thousands, SLS has designed and performed housing solutions for a wide range of post disaster applications.

SLS pioneered the current FEMA Sheltering and Temporary Essential Power (STEP) program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair," and a similar program in Baton Rouge was called "Shelter at Home." These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected residents. Additionally, the cost of the typical STEP program is approximately 20% of the cost of placing a displaced family into a trailer or similar structure. SLS is composed of four major divisions:

- Response
- Health
- Federal Services
- Housing

Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities.

We perform a multitude of large-scale assignments for federal, state, regional, county and municipal entities -- **with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters.** Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.

Forgen

At Forgen, we leave the planet better than we found it. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.

Forgen's core service lines include:

- Geotechnical and Civil Construction
- Disaster Mitigation and Recovery
- Flood Control and Ecosystem Restoration
- Environmental Remediation

FORGEN-DRC JOINT VENTURE

Forgen and DRC formed a joint venture to strengthen our ability to support emergency response efforts for wildfire and hurricane disasters nationwide. The joint venture combines Forgen's wildfire response and debris removal in the western US with DRC's emergency response and vehicle and tree removal expertise supporting hurricane disaster management and recovery efforts on the Gulf Coast. Forgen and DRC are part of a multi-billion-dollar Sullivan Family of Companies with over $2.2B in USACE design-build experience in the past five years.

After the Southern Branch wildfires in California in 2020, Forgen and DRC worked in tandem to remove debris from over 600 properties. We removed 40,000 tons of ash and debris and 16,000 tons of potentially impacted soil. We also removed and recycled 32,000 tons of concrete, 4,400 tons of metal, and 11,800 hazardous trees.

Together, Forgen and DRC cleared 168 properties after the 2021-2022 Marshall Fire in Boulder County, Colorado. We removed 40,590 tons of concrete; 41,333 tons of ash, soil, and debris; 805 tons of metal; and 880 tons of vegetative debris.

Following the Maui fires in 2023, Forgen and DRC teamed with Native Hawaiian organization Dawson Solutions to provide disaster relief execution and management for the United States Army Corps of Engineers. We completed nearly 1,600 property assessments in 90 days, working 7 days a week. The data collected was used to determine the level of effort required to clean up each property in the next phase.

CALLAN MARINE

DRC's sister Company, Callan Marine, is a highly specialized construction firm capable of providing design, engineering, management and construction services, such as the following:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

As the leading marine construction service provider on the Gulf Coast, Callan Marine has dredged thousands of miles of waterways in the region to keep our customers productive.

COTTON

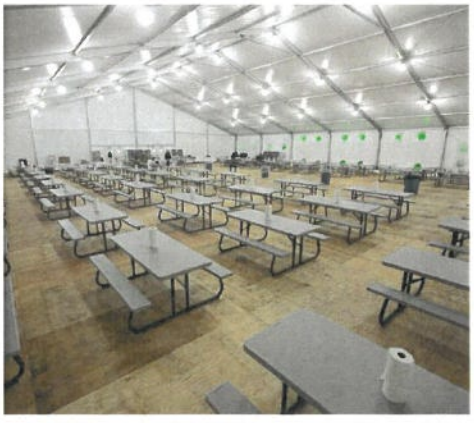
As a sister company to DRC Emergency Services, Cotton Global Disaster Solutions (Cotton GDS) enhances our ability to provide comprehensive, around-the-clock emergency response, restoration, construction, and roofing services for catastrophic events of any scale. Founded in 1996, Cotton GDS is a leading provider of commercial disaster recovery solutions throughout the United States, Mexico, Puerto Rico, and the Caribbean, delivering rapid response, skilled manpower, advanced technology, and logistical expertise for both natural and manmade disasters.

Cotton GDS provides 24-hour emergency services including:

- Water damage mitigation and restoration
- Fire and smoke restoration
- Catastrophe management
- Environmental response services
- Emergency board-up
- Temporary stabilization
- Emergency power
- HVAC decontamination
- Electronics and data recovery
- Document and records restoration
- Structural drying
- Dehumidification
- Content cleaning and inventory management

In addition, Cotton GDS offers full-service construction, commercial roofing, selective demolition, structural repairs, capital improvements, code and ADA compliance upgrades, and expedited reconstruction services coordinated directly with insurance adjusters and stakeholders to streamline recovery efforts.

With hundreds of first responder locations and global deployment capabilities, Cotton GDS provides turnkey recovery solutions designed to minimize operational downtime and restore facilities safely, efficiently, and cost-effectively so clients can quickly return to serving their communities.



POST-DISASTER IMPACT RESPONSE TIMELINE

Upon receipt of Notice to Proceed or Task Order, DRC will immediately commence mobilization of equipment, operators, and laborers.

DRC has the capacity to meet, sustain, and manage all facets of disaster response, including **responding within 48 hours.** DRC proposes the following time frames for immediate disaster response:

WITHIN 48 HOURS AFTER NOTICE TO PROCEED

- Project Manager and support staff are in place and interacting with the Village of Ruidoso's Point of Contact
- Staging and certification of equipment is underway
- Permitting and mobilization of TDSRS sites has begun
- Emergency Push activities are well underway, in coordination with utility providers
- Initial Damage Assessment is complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting takes place
- Time and location of daily productivity meetings is established

WITHIN 70 HOURS AFTER NOTICE TO PROCEED

- Emergency Push complete (if applicable)

WITHIN 72 HOURS AFTER NOTICE TO PROCEED

- Initial understanding of crew type and quantity has been established with the Village's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one TDSRS is operational, so that load and haul activities can begin
- DRC has initiated discussions with final disposal and recycling/composting providers (if applicable)
- Mapping of Collection Zones has been finalized in consultation with the Village's Point of Contact
- Truck certifying continues
- Daily productivity meetings continue between DRC, the Village's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

WITHIN 96 HOURS AFTER NOTICE TO PROCEED

- Full Mobilization is complete
- All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- Productivity assessments are made based upon existing travel times and TDSRS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meetings continue between DRC, the Village's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

ABILITY TO MANAGE MULTIPLE CONTRACTS

DRC has extensive experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our approach is grounded in using highly qualified operational management teams to ensure a coordinated, expeditious and effective response to disasters. DRC's management staff is provided with state-of-the-art resource planning and forecasting systems and empowered to reassign resources as needed. DRC's experience managing multiple contracts includes the following:

2025 Floods, Wildfires, and Tornadoes

2025 was a year of multiple, varied disasters with a wide geographical spread across the country.

DRC was activated by the Texas Division of Emergency Management in 9 counties and 8 cities following the devastating flooding that affected Texas Hill Country in July 2025, and we have removed more than 3,000,000 cubic yards of debris during our ongoing response. Additionally, we have responded to flooding events in Kentucky, Tennessee, and New Mexico this year.

We began a new phase of work in response to the 2024 wildfires and flooding in New Mexico, and we have begun work on the Airport Fire in California.

We have also cleaned up debris following tornadoes in Mississippi, Missouri, Kentucky, Texas, and Tennessee (for the USACE).

2024 Hurricane Season and Wildfires

Four hurricanes – Beryl, Francine, Helene, and Milton – struck the Gulf Coast in a very active 2024 season. DRC was activated on 22 contracts for Beryl, 15 for Francine, 27 for Helene, and 27 for Milton. Helene and Milton were both record-breaking major hurricanes which struck Florida less than 2 weeks apart. DRC's hurricane response work in 2024 spanned seven states from Texas to Virginia and involved the use of 151 DMS sites.

DRC performed specialized private property debris removal in response to wildfires in New Mexico, Washington State, and Hawaii.

2023 Tornadoes, Winter Storms, Wildfires, and Hurricane Idalia

DRC was activated in 40 jurisdictions, managed 13 DMS sites, and removed and disposed of over 2,600,000 cubic yards of debris.

2022 Hurricane Ian

DRC was activated in 20 jurisdictions, managed 21 DMS sites, and removed and disposed of over 5,000,000 cubic yards of debris.

2021 Hurricane Ida

DRC was activated in 45 jurisdictions, managed 93 DMS sites, and removed and disposed of over 18,000,000 cubic yards of debris.

2020 Hurricane Season

DRC was activated in 56 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed of over 6,000,000 cubic yards of debris in response to six hurricanes across seven states.

2019 Hurricane Season

DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry and Dorian and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed five temporary staging and reduction sites in total and removed approximately 210,000 cubic yards of debris.

2018 Hurricane Season

DRC was active in nine jurisdictions in response to Hurricane Michael, where we managed 33 debris management sites and removed approximately 5,850,000 cubic yards of debris.

DRC was concurrently activated in 15 jurisdictions following Hurricane Florence, where we managed 31 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Season

DRC was activated by the Department of Transportation and Public Works in Puerto Rico following Hurricane Maria. During this contract, DRC managed 13 temporary staging and reduction sites and removed over 1,200,000 cubic yards of debris.

Following Hurricane Irma, DRC was activated in 27 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 3,600,000 cubic yards of debris.

DRC was activated in 23 jurisdictions following Hurricane Harvey and simultaneously ran 16 temporary staging and reduction sites during this activation. DRC recovered and reduced over 4,290,000 cubic yards of debris during this activation.

2016 Louisiana Severe Flooding

DRC removed 2,100,000 cubic yards of debris - including 1,000,000 cubic yards which we picked up over the course of just 30 days in East Baton Rouge Parish, Louisiana.

DRC opened and operated two temporary staging and reduction sites - including the largest debris management site on record - to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

2014 Ice Storm Pax

DRC was simultaneously activated in New Hanover County, Pender County, and the City of Wilmington, North Carolina for debris removal and reduction of approximately 400,000 cubic yards of debris.

The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.

DRC managed and operated 16 temporary staging and reduction sites in North and South Carolina, reducing and recycling over 1.7 million cubic yards of debris.

2025 TEXAS HILL COUNTRY FLOODS

DRC responded rapidly to the July 2025 flooding in the Texas Hill Country, where we have removed more than 6 million cubic yards of debris from nine counties and nine cities for the Texas Division of Emergency Management.

18	25	6,000,000	$172M
JURISDICTIONS	DMS SITES MANAGED	CUBIC YARDS OF DEBRIS REMOVED	COMBINED CONTRACT TOTAL

2024 FOUR HURRICANES

The 2024 season brought Hurricanes Beryl, Francine, Helene and Milton. DRC was mobilized in 91 jurisdictions in seven states, managed 151 DMS sites, and removed and disposed of more than 18,000,000 cubic yards of debris on contracts surpassing $700 million.

91	151	18,000,000	$700M
JURISDICTIONS	DMS SITES MANAGED	CUBIC YARDS OF DEBRIS REMOVED	COMBINED CONTRACT TOTAL

2022 HURRICANE IAN

Following Hurricane Ian in 2022, DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected in Sarasota County, Florida, and surrounding municipalities.

20	21	5,000,000	$350M
JURISDICTIONS	DMS SITES MANAGED	CUBIC YARDS OF DEBRIS REMOVED	COMBINED CONTRACT TOTAL

2021 HURRICANE IDA

In 2021, DRC was activated in 45 jurisdictions, managed 93 DMS sites, and removed and disposed of 18,000,000 cubic yards of debris in Response to Hurricane Ida. Our combined contract total for Ida exceeded $335,000,000.

45	93	18,000,000	$335M
JURISDICTIONS	DMS SITES MANAGED	CUBIC YARDS OF DEBRIS REMOVED	COMBINED CONTRACT TOTAL

LEADERSHIP AT A GLANCE

Kristy Fuentes, Vice President of Administration and Compliance, will provide executive oversight of contract administration, compliance coordination, invoicing, data management, and project closeout activities throughout the duration of the project. Ms. Fuentes works closely with both field operations and administrative teams to help ensure accurate documentation, timely reporting, regulatory compliance, and efficient project execution from mobilization through final closeout.

Joe Newman, Vice President of Operations, will direct and manage the project, leveraging DRC's experienced operations team. Mr. Newman and his team bring over 500 years of combined experience in disaster recovery management, debris operations, and emergency response services.

Brock Long, former FEMA Administrator and nationally recognized emergency management leader, provides strategic guidance and executive-level advisory support to DRC's disaster response operations. Mr. Long's extensive experience in federal emergency management, disaster coordination, and large-scale recovery operations strengthens DRC's ability to support clients before, during, and after disaster events.

Mark Cardwell brings more than two decades of experience with the U.S. Army Corps of Engineers (USACE), where he served as an Emergency Management Specialist and ESF-3 Debris Subject Matter Expert. Throughout his career, Mr. Cardwell has managed complex debris operations and multi-agency recovery efforts across numerous federally declared disasters, including Hurricane Irma/Maria, the Western Kentucky Tornadoes, the Eastern Kentucky Flooding, the Hawaii Wildfires, and Hurricane Helene. His expertise includes debris program management, regulatory compliance, contract execution, and field team leadership.

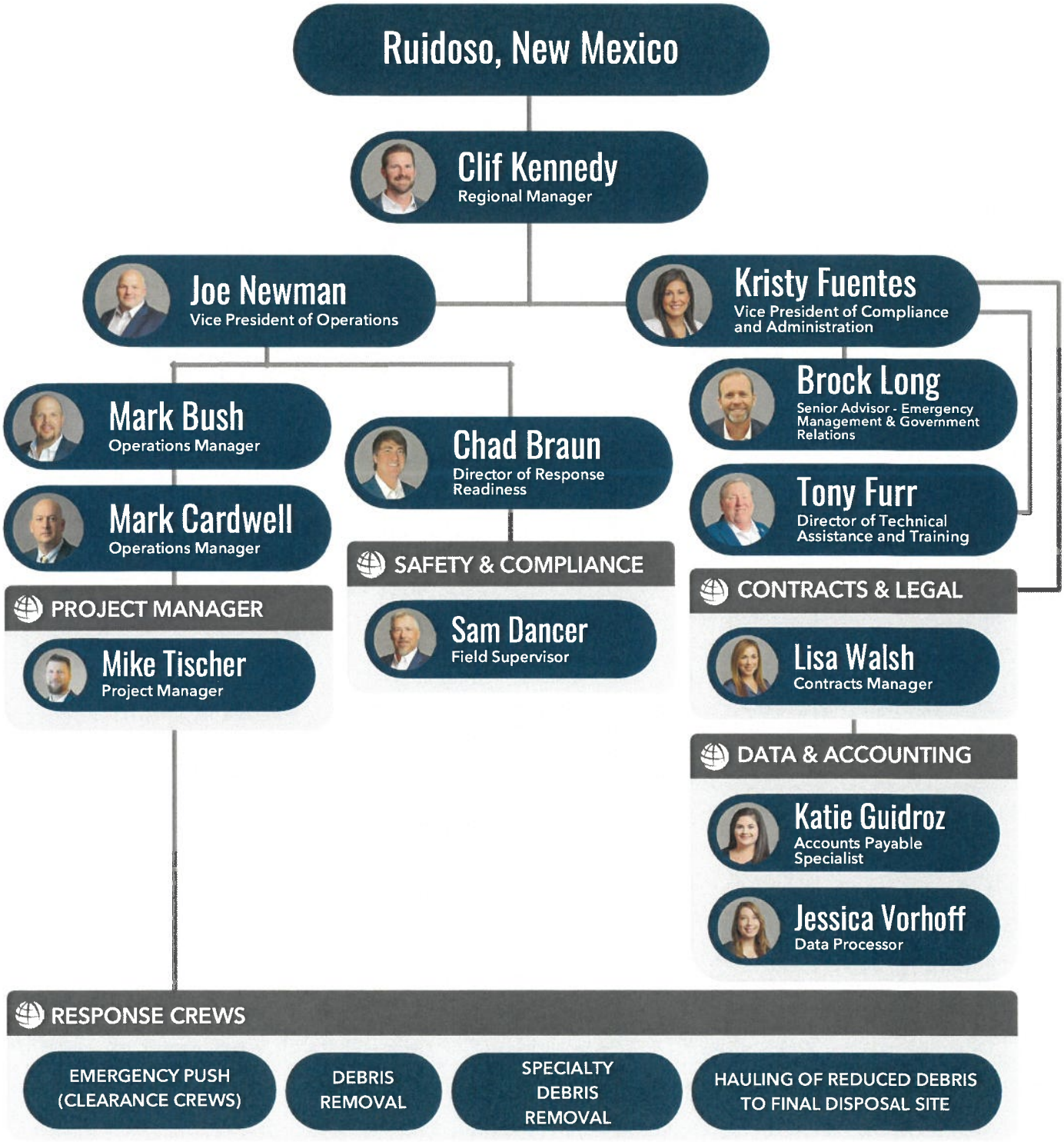
Chad Braun, Director of Response Readiness, brings more than 15 years of experience with the U.S. Army Corps of Engineers, including service as a Subject Matter Expert for FEMA Debris Emergency Operations at the USACE Huntsville Center. Mr. Braun oversees DRC's response readiness, safety, quality assurance, and operational compliance programs, ensuring all operations are executed in accordance with federal, state, and local requirements while maintaining the highest standards of preparedness and operational excellence.

Clifton Kennedy, Regional Manager for the Village, will serve as the direct government liaison between the Village and the DRC operations team, helping to facilitate communication, coordination, responsiveness, and day-to-day project support throughout the duration of the project.

KEY PERSONNEL ROLES

ORGANIZATIONAL CHART

FIELD ORGANIZATIONAL CHART



JOHN SULLIVAN

President

John R. Sullivan is the president of DRC Emergency Services, one of the nation's largest providers of disaster recovery, debris management and emergency response services across the United States. Under his leadership, DRC is at the forefront of every major disaster, working with federal, state and local agencies to restore communities and rebuild critical infrastructure. As an Executive Board member of the Disaster Recovery Coalition of America (DRCA), Mr. Sullivan is dedicated to advancing best practices in disaster response.

With 30 years of experience in the construction and emergency response industries, Mr. Sullivan has extensive expertise in disaster recovery, large-scale infrastructure development, marine construction and dredging. In addition to his leadership at DRC, he plays a key role in the executive management and operations of several portfolio companies, including SLSCO Ltd., Callan Marine and Forgen.

What began as Sullivan Land Services over three decades ago has grown into the Sullivan Brothers Family of Companies, a nationwide enterprise operating in all 50 states with 12,400 employees and 580+ active project locations. Together, these companies are dedicated to transforming communities and improving individual lives by delivering comprehensive solutions across a wide range of industries. Their work spans construction, disaster recovery, infrastructure development, industrial services, environmental remediation, healthcare and energy projects, addressing the diverse needs of both public and private sector clients, including FEMA, USACE and HUD.

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EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science - Construction Science

WORK EXPERIENCE

NYC Build It Back Program - *New York, NY*
• Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program - *New York, NY*
• Over 1,700 homes were repaired throughout the five boroughs of New York following Hurricane Sandy. All repairs were performed in a four-month period and included mechanical, electric, and plumbing.

FEMA Galveston County Emergency Housing - Galveston County, TX
• Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging - Harlingen, TX
• Dredging of approximately 423,000 cubic yards of material in the Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging - Harlingen, TX
• Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Hurricane Ida, Kentucky and Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Hurricane Dorian, Tropical Storm Barry, Tropical Storm Imelda
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
LA Severe Storms & Flooding
2015
Winter Storm Jonas; Houston, TX Flood

CERTIFICATIONS

• Introduction to Incident Command System, ICS-100
• ICS for Single Resources and Initial Action Incident
• OSHA Safety Certification
• USACE Contractor Quality Management
• FEMA IS-20.24 • FEMA IS-100.b • FEMA IS-200.b

KRISTY FUENTES

Vice President of Compliance and Administration

Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers 20 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Helene, Milton, Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, and Katrina. Other major projects include the 2025 Texas Hill Country Floods, 2024 South Fork and Salt Fires, 2023 Hawaii Wildfires, 2022 Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, 2021 Winter Storm Uri, 2020 California Wildfires, 2020 Malden Fire, 2016 Louisiana Severe Storms and Flooding, and the 2010 BP Oil Spill. She managed 91 activations in response to Hurricanes Helene and Milton in 2025; these projects involved the operation of 151 debris management sites, as well as the removal and disposal of more than 18 million cubic yards of debris. Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly demanding disaster recovery environments.

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EDUCATION

University of New Orleans – New Orleans, LA
Marketing – 1993
Southeastern Louisiana University – Hammond, LA
Marketing - 1992-1993

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Chief Executive Compliance Officer, October 2014 - Present
• Overall day-to-day responsibility for directing the DRC ethics, business conduct, and government contract compliance programs. Ensures that all executives and employees have ethics training on an annual basis and that the code provides compliance guidance appropriate to the size and nature of DRC's business.

Vice President of Business Development, 2013 - Present
• Management of DRC's marketing, sales, and communications functions, providing client relations and assistance in planning, program management, disaster response, demolition, contracting, and regulatory compliance.

Regional Manager, 2005 - Present
• Overall day-to-day responsibility for managing all client customer needs, including contracts, maintenance, training, and planning for disaster events.

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial • FEMA IS-100.b • FEMA IS-632.a • FEMA IS-633 • FEMA IS-634 • FEMA IS-700 • FEMA IS-702.a

OTHER CERTIFICATIONS

134 *Can be provided upon request.*

JOE NEWMAN

Vice President of Operations

Mr. Newman has more than 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversight to measure progress and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Since becoming Vice President of Operations in 2017, Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornados, Winter Storms, Fires, and Earthquakes, with a cumulative contract value of more than $1.8 billion. Mr. Newman is a strong leader whose organizational, critical thinking, and communication skills are integral to the success of the team.

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EDUCATION

United States Army
Army Ranger *1995-2000*

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Vice President of Operations *March 2016 - Present*

Program Manager *2003 - March 2016*
- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Quality, safety, and regulatory compliance

United States Army

Army Ranger *1995 - 2000*
- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial
- FEMA IS-100.b
Introduction to Incident Command System, ICS-100
- FEMA IS-632.a
Introduction to Debris Operations
- FEMA IS-702.a
NIMS Public Information Systems
- FEMA IS-100.PWB
- FEMA IS-35.17
- FEMA IS-2900

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricanes Zeta, Delta, Sally, Laura, Isaias, and Hana
2019
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
Hurricane Matthew, Louisiana Severe Storms and Flooding
2015
Houston, TX Flood
2011
Tornado Outbreak
2008
Hurricane Gustav
2007
Missouri Ice Storm
2006
New York Ice Storm
2005
Hurricane Katrina, Hurricane Dennis

TONY FURR

Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for more than 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program from 2005 (Hurricanes Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services and all clients while navigating the FEMA Disaster grant programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he has presided over the round table workshops hosted by the Disaster Recovery Coalition of America (DRCA) in FEMA Region VI.

Tony Furr is among the most knowledgeable people working in the debris management business, with firsthand field experience managing major disasters and PA grants.

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Metairie, LA 70005

EDUCATION

Mitchell Community College – Statesville, North Carolina
Technical or Occupational Certificate in Engineering – 2002

Stanley Community College – Albemarle, North Carolina
Technical or Occupational Certificate – 1980

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA
Director of Technical Assistance & Training, *2021 - Present*
- Provide ongoing education to DRC Personnel and Jurisdictions through training and workshops
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

Department of Homeland Security-Federal Emergency Management Agency (FEMA)
Public Assistance Task Force Lead/Debris Task Force Lead, *2016-2021*
- Regional Debris Subject Matter Expert (SME)
- Managed United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for a debris mission consisting of ten debris SMEs conducting field operations
- Coordinated the Debris Task Force, which consists of state, federal, and local agencies, to promote an efficient and effective debris removal mission consisting of an excess of 5,000,000 cubic yards of debris across 26 Parishes
- Liaison to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues

NOTABLE PROJECTS

- Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included research and analysis of OIG findings, guidance to the seven-person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results

- At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP

- Served as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant-submitted Debris Management Plans

- Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provided White Paper technical analysis of programmatic compliance

CERTIFICATIONS

ICS-100 • ICS-200 • FEMA IS-24 • FEMA IS-632.a • FEMA IS-634 • FEMA IS-800.b • FEMA IS-821 • FEMA IS-00022 • FEMA IS-00230 • FEMA IS-00317 • FEMA IS-00393.a • FEMA IS-00631 • FEMA IS-00632 • FEMA IS-00821 • FEMA IS-1812 • National Wildlife Coordinative Group Certifications L-381 and L-480 • E0193 Certified Appeal Analyst • Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris • Project Management (Certified Project Manager (CPM) URS Corporation

CHAD BRAUN

Director of Response Readiness

Mr. Braun is a nationally recognized expert in debris disaster response with over 2 decades of experience leading emergency operations for the U.S. Army Corps of Engineers (USACE). He has managed large-scale debris missions following major hurricanes and natural disasters across Florida, Puerto Rico, Mississippi, Louisiana, Texas, Alabama, and Tennessee. Notably, he served on the USACE Debris National Cadre as a Debris Subject Matter Expert (SME) from 2016 to 2025, leading and overseeing debris removal and disposal operations during some of the most complex emergency missions in recent U.S. history. Mr. Braun has directed large field teams, led major public and private debris cleanup efforts, and developed response protocols for national-level debris operations. His subject matter expertise in Government coordination, debris contracting, and disaster logistics make him a critical asset to our response team.

In addition to his disaster response work, Mr. Braun has a deep background in federal construction and service contract management, overseeing more than $700 million annually in global construction and $330 million in service contract task orders. He has served as a warranted Administrative Contracting Officer (ACO) for multi-million-dollar programs, delivered design-build projects, and provided leadership for large scale Civil Works Projects. Mr. Braun has led technical evaluations for major acquisitions, served as a CPARS Assessing Official, and played key roles on Source Selection Evaluation Boards. His credentials and leadership in high-risk, multi-site operations, reflect his ability to deliver results across mission-critical federal programs.

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EDUCATION

Tennessee Technological University
B.S. in Civil Engineering

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA
Director of Response Readiness, 2025 - Present

USACE - Huntsville Center - Huntsville, AL
Emergency Operations SME, 2015 - 2025

• SME for FEMA Debris Emergency Operations—coordinated logistics, contracts, and recovery across FL, LA, TX, TN. Key player in Hurricane Maria Response; led $749M T&M contract support for Puerto Rico's power grid recovery. Directed post-disaster debris management with federal, state, and local partners; supervised large-scale response teams. Oversaw $700M+ in construction and $330M+ in service task orders annually across global programs.

USACE - Mobile District - Crestview, FL
Resident Engineer/Office Chief, 2019

• Oversaw $50M+ in military construction and SRM projects. Led construction team, ensured QA/safety compliance, and evaluated CMS A&E proposals.

USACE - Transatlantic Middle East District - Iraq
Lead Office Engineer, 2017

• Supported $300M emergency dam stabilization; led SOP development for high-risk cost-reimbursable contracts. Supervised Iraqi engineers and served as COR for personnel services.

USACE - Nashville District - Center Hill, TN
Team Lead, 2008 - 2015

• Directed teams of 50–80 QA staff for national debris removal ops. Managed megaprojects including $120M barrier wall and $87M grouting contracts. Led $58M+ in REA and mod resolution; implemented VECPs saving $6.8M.

CERTIFICATIONS

• Registered Professional Engineer, Tennessee License #112212 • Certified Construction Manager, CMAA • DAWIA Level II Contracting • DAWIA Level III Facility Engineering • 10-hour OSHA Construction Safety and Health • FEMA/USACE - COR Certification/Credentials • USACE - Civil Level One Training • FEMA IS-100.c • FEMA IS-700.b
• Hazwoper

NOTABLE PROJECTS

2024-2025 - Hurricane Helene, Hurricane Milton
2023 - Hurricane Idalia
2022 - Hurricane Ian
2021-2020 - Tennessee Floods, Hurricane Laura, Hurricane Delta, Tennessee Tornadoes
2017-2018 - Hurricane Maria, Hurricane Irma
2016 - Louisiana Severe Storms and Flooding, Texas Floods
2005-2006 - Hurricane Katrina

LISA WALSH

Contracts Manager

Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. Ms. Walsh was responsible for overseeing data collection for state and federally funded projects, helping to recover $2.5 billion in data collection since 2016. Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence; managing the pre-events contracts database; and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 through assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is received and sent in a timely manner.

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EDUCATION

Our Lady of Holy Cross College – New Orleans, LA
Bachelor's Degree in Accounting – May 2015
Nunez Community College – Chalmette, LA
Associates Degree in Business Technology – 2010

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Contracts Manager, *November 2013 - Present*
• Maintain contractual records and documentation such as receipt and control of all contract correspondence.
• Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness and interpretation to support implementation.
• Responsible for applying for, renewing, and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
• Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator, *July 2010 - November 2013*
• Provided administrative assistance to the Chief Operating Officer, Regional Manager, and several Project Managers for projects in Louisiana, including, but limited to:
  • MC52 BP Oil Spill Clean Up
  • St. Bernard Road Project
  • Orleans Parish Sheriff's Office
  • Hurricane Isaac Recovery – Assisted project managers in several contracts; coordinated and managed personnel to scan and submit tickets to the Mobile office
• Project Administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, reviewing all packets for demolition paperwork before demolition, attending monthly meetings with the City of New Orleans, and providing invoicing reconciliation
• Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana
Paralegal/Office Manager, *September 2006-January 2009*
• Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
• Provided overall office management, including:
  • Client relations
  • Accounts payable/receivable
  • Administrative support to ten attorneys in the New Orleans office location
  • Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California
Administrative Manager, *October 2005-May 2006*
• Director of Human Resources for the Southeastern Branch of ACTI
• Administrative office manager duties included documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

PROMINENT CERTIFICATIONS

• Hazardous Waste Operations & Emergency Response – Initial

OTHER CERTIFICATIONS

Can be provided upon request.

LISA WALSH

Contracts Manager

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
Hurricane Matthew, Louisiana Severe Storms and Flooding (DR-4277)
2015
Winter Storm Jonas, Houston, TX Flood
2014
Winter Storm Pax
2013
Midwestern Tornado Outbreak
2012
Super Storm Sandy, Hurricane Issac
2011
Hurricane Irene
2010
BP Oil Spill
2008
Hurricane Gustav, Hurricane Ike
2006
Hurricane Wilma
2005
Hurricane Rita, Hurricane Ophelia, Hurricane Katrina, Hurricane Dennis

MARK BUSH

Operations Manager/Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He also served six years in the US Army as a Light Wheel Mechanic and served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. Upon joining DRC, he worked as a Project Manager. Currently, Mr. Bush works for DRC as Operations Manager. As Operations Manager, Mr. Bush contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail, adaptability to change, and time management.

Mr. Bush managed debris removal operations following the Babb Road Wildfire in Washington in 2020 and the Marshall Fires in Colorado in 2021. In 2022, he managed several projects in Florida following Hurricane Ian. Additionally, Mr. Bush led DRC's response to Winter Storm Mara for Travis County, Texas in 2023. In 2024, he managed projects for the State of Washington following the Oregon & Grey Fires. Mr. Bush also directed debris removal operations in Harris County following the May 2024 Derecho, in the City of Houston following Hurricane Beryl, and in several Louisiana cities and parishes following Hurricane Francine. The value of his 2024 work exceeded $24 million. Beginning in July 2025, Mr. Bush has overseen DRC's response to the Texas Hill Country Floods. Mr. Bush is currently managing operations in nine counties and eight cities in Central Texas, from which he has managed the removal and disposal of more than $97 million worth of debris.

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Metairie, LA 70005

WORK EXPERIENCE

DRC Emergency Services, LLC
Operations Manager/Project Manager, 2017–Present
- Manages the daily logistical coordination of crews, heavy equipment, and support resources
- Implements health and safety protocols to ensure that all work is completed safely
- Plans workflow and future crew movement
- Produces daily work site documentation
- Coordinates DMS closures
- Manages all phases of assigned projects, ensuring contractual obligations are met
- Accountable for the personnel and equipment onsite

Orion Water Solutions
Field Service Supervisor/Operations Coordinator, 2014–2017
- Served as the supervisor and coordinator for all operations, including but not limited to managing the logistics of mobile equipment, chemical shipments, and all personnel.

MILITARY EXPERIENCE

United States Army
- Squad Leader with the 4th Brigade/4th Infantry Division, 2007–2013
- Jalalabad, Afghanistan. Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.

EDUCATION

Lamar University, 1995–1997
Houston Area Plumbers Joint Apprenticeship Training, 1999–2003

CERTIFICATIONS

• Hazardous Waste Operations & Emergency Response – 40-Hour • TX All-lines Ins. Adjuster (lic#2156078) • SafeLand USA • SafeGulf USA • H2S Awareness Training CPR AED Certified
FEMA IS-5.a • FEMA IS-10.a • FEMA IS-37.23 • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.c • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-317.a • FEMA IS-321 • FEMA IS-325 • FEMA IS-632.a • FEMA IS-633 • FEMA IS-700.b

NOTABLE PROJECTS

2025
Texas Flooding
2024
Hurricane Beryl, New Mexico Wildfire
2023
Hawaii Wildfire; Arkansas and Oklahoma Tornadoes
2021
Hurricane Ida, Texas Severe Winter Storms, Marshall Fires
2020
Hurricanes Zeta, Delta, Sally, and Hana; Babb Road Wildfire
2019
Hurricane Dorian, Tropical Storm Barry, Tropical Storm Imelda
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Harvey

MARK CARDWELL

Operations Manager

Mr. Cardwell is a Kentucky native with over two decades of service with the U.S. Army Corps of Engineers (USACE), where he served as an Emergency Management Specialist. He holds an Industrial Maintenance Technology education and has built an extensive career in emergency management, debris operations, and disaster recovery. Mr. Cardwell is a certified member of the ESF-3 Debris Subject Matter Expert (SME) Cadre and has served as a Mission Manager and Debris SME across numerous federal disaster responses. He has also trained and mentored USACE debris removal districts nationwide on regulatory compliance and recovery best practices. Currently, Mr. Cardwell works for DRC as Operations Manager. As Operations Manager, Mr. Cardwell contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations.

Prior to joining DRC, Mr. Cardwell developed deep expertise in managing multi-agency disaster recovery operations, cross-functional field teams, and large-scale logistics in coordination with FEMA and state and local governments. His professional background includes roles as Engineering Technician, Facility Operations Specialist, and Maintenance Mechanic with USACE, and he previously served in the U.S. Army as an Infantry Squad Leader and Recruiting Station Commander. His core strengths include debris program management, contract management and execution, multi-agency coordination, and field team leadership.

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111 Veterans Boulevard, Ste. 1420, Metairie, LA 70005

EDUCATION

Industrial Maintenance Tech
2006

WORK EXPERIENCE

DRC Emergency Services, LLC
Operations Manager, 2026 – Present
- Manages the daily logistical coordination of crews, heavy equipment, and support resources
- Implements health and safety protocols to ensure that all work is completed safely
- Plans workflow and future crew movement
- Produces daily work site documentation
- Coordinates DMS closures
- Manages all phases of assigned projects, ensuring contractual obligations are met
- Accountable for the personnel and equipment onsite

United States Army Corps of Engineers
Emergency Management Specialist, August 2022 - April 2026
- Develops and maintains emergency plans, SOPs, and training programs in coordination with federal, state, and local agencies.
- Member of the Louisville District Debris PRT since 2017; ESF3 Debris SMS Cadre (2019); ESF3 Debris SME Cadre (2023).
- Served as Debris SME and Mission Manager for multiple national disaster events.
- Leads cross-functional recovery teams — including GIS specialists, contractors, realty experts, and QC teams.
- Provides technical guidance, regulatory compliance oversight, and mentorship.

Engineering Technician, January 2020 – August 2022
- Managed contracts for facility inspections, repairs, and improvements; tracked projects using CEFMS II for budgeting and scheduling.
- Served as Team Leader for Hurricane Laura and Delta TA/TM missions and led EM response to the December 2021 Mayfield Tornadoes.
- Conducted on-site investigations of critical infrastructure and served as liaison between the Operations Division and private industry.
- Planned and staffed large-scale missions, overseeing resource allocation and deployment operations.

NOTABLE PROJECTS

2024
North Carolina Debris
2023
Hawaii Wildfires
2022
Eastern KY Flooding
2021
Western KY Tornadoes
2020
Clarksville Tornadoes, Hurricane Laura/Delta TA/TM
2019
Hurricane Dorian FEMA PDA USACE Liaison
2018
Flood Fighter, Mission Manager
2018
Hurricane Irma/Maria (USVI)

CERTIFICATIONS

Debris Team Training (presenter)– 2024 • Louisville District Leadership Development Program (LDP) 2020 • USACE EM Basic Course – 2023 • FEMA IS-100, 200, 300, 400, 700, 800

BROCK LONG

Senior Advisor – Emergency Management & Government Relations

Brock Long brings over 25 years of distinguished experience in emergency management and homeland security to DRC Emergency Services. Most notably, he served as the 10th Presidentially Appointed and Senate-confirmed Administrator of the Federal Emergency Management Agency (FEMA) from 2017 to 2019, where he led a workforce of 21,000 personnel, managed a multi-billion-dollar operating budget, and guided the nation through 220 federally declared disasters and wildfires. Mr. Long is a transformative leader recognized across government and the private sector, with expertise spanning disaster preparedness, response and recovery, critical infrastructure resilience, federal grant programs, and national policy development. His insights are regularly sought by major media outlets including CNN, Fox News, ABC, NBC, CBS, BBC, The Wall Street Journal, and Politico.

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EDUCATION

Appalachian State University
Master of Public Administration – 1999
B.S. in Criminal Science – 1997

U.S. Naval Post Graduate School
Executive Leadership Program – 2010

WORK EXPERIENCE

DRC Emergency Services, LLC
Operations Manager, 2026 – Present
- Provides strategic guidance to DRC leadership, clients, and government partners on disaster preparedness, response, recovery, and federal grant navigation.
- Leverages senior-level relationships with FEMA, USACE, and Congressional stakeholders to support client objectives and advance DRC's mission.
- Serves as a national spokesperson and subject matter expert, enhancing DRC's visibility and credibility in the emergency management community.

Hagerty Consulting, Inc.
Executive Chairman, 2019 – Present
Executive Vice President, 2011–2017
- Provides strategic leadership and vision to Hagerty's senior executive team and represents the firm globally through national media interviews, government relationships, and major publications.
- Oversaw workforce expansion from 15 employees to nearly 1,000 nationwide, with annual revenue growth from $7 million to over $200 million.
- Led execution of 70+ government and private sector projects, including university safety initiatives and multi-billion-dollar disaster cost recovery efforts.
- Facilitated GridEx VI, a national energy resilience exercise involving federal and state agencies and 300 private energy companies.
- Assists large private-sector C-Suites in developing continuity of operations plans to safeguard mission-essential functions during crises.

Federal Emergency Management Agency (FEMA)
10th Administrator (Presidentially Appointed; Senate confirmed 95-4), 2017 – 2019
- Served as principal advisor to the President of the United States, overseeing coordination of federal resources across 50 states, 573 tribal governments, and 16 island territories for disaster preparedness, mitigation, response, and recovery.
- Led 21,000 personnel and managed a multi-billion-dollar operating budget, ensuring continuity of government and mission-essential functions for the Executive Branch.
- Navigated the nation through 220 federally declared disasters and wildfires, including Hurricanes Harvey, Irma, and Maria.
- Executed the National Flood Insurance Program and implemented reinsurance capital market concepts, saving taxpayers approximately $1 billion during Hurricane Harvey.
- Pioneered FEMA's first "Whole Community" five-year strategic plan and introduced the "Community Lifelines" operational doctrine and FEMA Integration Teams.
- Testified before Congress 10 times; instrumental in passage of the Disaster Recovery Reform Act and establishment of the multi-billion-dollar Building Resilient Infrastructure in Communities (BRIC) Grant Program.
- Directed key agencies including the U.S. Fire Administration, Center for Domestic Preparedness, Emergency Management Institute, and National Domestic Preparedness Consortium.

Alabama Emergency Management Agency
Operations Manager, 2026 – Present
- Served as Governor's Authorized Representative, State Disaster Coordinating Officer, and Deputy Homeland Security Advisor.
- Led the state through eight Presidential disasters and five state-declared emergencies, including Unified Incident Command during the BP Deepwater Horizon Oil Release.
- Orchestrated the nation's first large-scale host-state evacuation, sheltering over 10,000 Hurricane Gustav evacuees from New Orleans.
- Directed 100 staff members and managed a dynamic budget exceeding $100 million annually in appropriations, capital improvement funds, and federal disaster grants.

BROCK LONG

Senior Advisor - Emergency Management & Government Relations

Brock Long brings over 25 years of distinguished experience in emergency management and homeland security to DRC Emergency Services. Most notably, he served as the 10th Presidentially Appointed and Senate-confirmed Administrator of the Federal Emergency Management Agency (FEMA) from 2017 to 2019, where he led a workforce of 21,000 personnel, managed a multi-billion-dollar operating budget, and guided the nation through 220 federally declared disasters and wildfires. Mr. Long is a transformative leader recognized across government and the private sector, with expertise spanning disaster preparedness, response and recovery, critical infrastructure resilience, federal grant programs, and national policy development. His insights are regularly sought by major media outlets including CNN, Fox News, ABC, NBC, CBS, BBC, The Wall Street Journal, and Politico.

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WORK EXPERIENCE CONT.

FEMA Region IV
National Hurricane Program Manager, 2001 – 2006
•Provided technical assistance on hurricane emergency planning, preparedness, and response to government decision-makers from Texas to Maine.
•Directed the National Hurricane Liaison Team at the NOAA National Hurricane Center and contributed to development of the Nation's Evacuation Liaison Team concept.

Georgia Emergency Management Agency
School & University Safety Coordinator / Statewide Emergency Planner, 1999 – 2001
•Delivered training, technical support, and incident response to education officials and public safety responders across 70 county jurisdictions.
Facilitated comprehensive emergency operations plans for schools and universities statewide.

NOTABLE PROJECTS

2017
Hurricanes Harvey, Irma, and Maria
2010
BP Oil Spill
2009
H1N1 Pandemic Response
2008
Hurricane Gustav
2001-2006
National Hurricane Program Management, FEMA Region IV

CERTIFICATIONS & AWARDS

Certified Local Emergency Manager – State of Alabama • Public Safety Training Instructor – State of Georgia •Appalachian State University Distinguished Alumni Award (2018) • U.S. Coast Guard Public Service Award (2019) • Samaritan's Purse National Service Award (2019) • National Weather Service Distinguished Service Award • American Red Cross Appreciation and Service Award

SAM DANCER

Project Manager/Field Supervisor

After more than a decade in military and law enforcement, Mr. Dancer joined DRC as a Field Supervisor and Project Manager. His responsibilities as Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Dancer helped seven cities and parishes in Louisiana respond to Hurricane Ida, and he oversaw the removal and disposal of more than 8.6 million cubic yards on contracts worth more than $151 million. In 2024 and 2025, Mr. Dancer managed activations in Texas, Louisiana, and Florida following Hurricanes Beryl, Francine, Helene, and Milton. The cumulative value of his 2024 and 2025 projects is approximately $8 million.

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EDUCATION

Southeastern Louisiana University – Hammond, LA
Computer Science

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Field Supervisor/Project Manager, 2013 – Present
• Manages all phases of assigned projects, ensuring contractual obligations are met. Accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

Cahaba Disaster Recovery– Mobile, Alabama

Project Manager, 2008-2012
• Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintained effective communication with local governing bodies, FEMA, Army Corps of Engineers, and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike, the City of Fayetteville, Arkansas ice storm; the City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake.

Omni-Pinnacle Emergency Response – Slidell, LA

Field Supervisor, 2005-2008
• Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations were met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL.

MILITARY EXPERIENCE

Louisiana Army National Guard (Infantry) – Houma, Louisiana

Squad Leader, 1989-1991
• Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm.

United States Army (Infantry) – Multiple Locations

Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986
• Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985).

SAM DANCER

Project Manager/Field Supervisor

PROMINENT CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial
- LDEQ Asbestos Contractor/Supervisor
- FEMA IS-100.c Introduction to Incident Command System, ICS-100
- FEMA IS-100.pwb Introduction to the Incident Command System
- FEMA IS-632.a Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-634 Introduction to FEMA's Public Assistance Program
- FEMA IS-700.b National Incident Management System (NIMS), An Introduction
- FEMA IS-702.a NIMS Public Information Systems
- USACE CQM Training Certificate
- CPR: Adult, Child, Infant, & AED Training (BLS)

OTHER CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-11.a • FEMA IS-20.24 • FEMA IS-21.21 • FEMA IS-35.21 • FEMA ISI-36 • FEMA IS-37.17 • FEMA IS-37.21 • FEMA IS-37.24 • FEMA IS-42 • FEMA IS-60.b • FEMA IS-75 • FEMA IS-100.a • FEMA IS-100.b • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.a • FEMA IS-200.b • FEMA IS-200.c • FEMA IS-201 • FEMA IS-230.e • FEMA IS-230.d • FEMA IS-235.c • FEMA IS-240.b • FEMA IS-241.b • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-244.b • FEMA IS-315 • FEMA IS-315.a • FEMA IS-317 • FEMA IS-317.a • FEMA IS-324.a • FEMA IS-325 •FEMA IS-360 • FEMA IS-368.a • FEMA IS-394.a •FEMA IS-403 • FEMA IS-405 • FEMA IS-453 • FEMA IS-559 • FEMA IS-632.a • FEMA IS-634 • FEMA IS-660 • FEMA IS-700.a • FEMA IS-700.b • FEMA IS-800.b • FEMA IS-800.d • FEMA IS-904 • FEMA IS-905 • FEMA IS-906 • FEMA IS-907 • FEMA IS-909 • FEMA IS-912 • FEMA IS-914 • FEMA IS-1000 • FEMA IS-1001 • FEMA IS-1010 • FEMA IS-1150 • FEMA IS-1151 • FEMA IS-1172 • FEMA IS-2002 • FEMA IS-2200 •FEMA IS-2900.a • FEMA IS-2901 • OSHA-105 •OSHA-107 • OSHA-108 • OSHA-112 • OSHA-113 •OSHA-115 • OSHA-116 • OSHA-121 • OSHA-122 •OSHA-144 • OSHA-150 • OSHA-151 • OSHA-152 •OSHA-161 • OSHA-162 • OSHA-602 • OSHA-603 •OSHA-605 • OSHA-612 • OSHA-614 • OSHA-618 •OSHA-700 • OSHA-701 • OSHA-702 • OSHA-704 •OSHA-707 • OSHA-716 • OSHA-718 • OSHA-719 •OSHA-722 • OSHA-750 • OSHA-806 • OSHA-807 •OSHA-808 • OSHA-809 • OSHA-815 • OSHA-852

NOTABLE PROJECTS

2024
Hurricane Beryl, Hurricane Francine, Hurricane Helene, Hurricane Milton
2021
Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Delta, Hurricane Laura
2019
Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Irma, Hurricane Harvey
2016
Louisiana Serve Storms and Flooding (DR-4277)
2015
Houston, TX Flood
2014
Winter Storm Pax
2013
Midwestern Tornado Outbreak
2012
Hurricane Isaac
2011
Hurricane Irene
2010
BP Oil Spill
2008
Hurricane Gustav, Hurricane Ike
2005
Hurricane Rita, Hurricane Katrina, Hurricane Dennis

ACCESS AND AWARDS

- TWIC Card
- Access to the Homeland Security Information
- Network for LA, MS, TX, AL and the EM Site
- Louisiana War Cross
- National Defense Service Medal
- Good Conduct Medal
- Army Achievement Medal

MIKE TISCHER

Project Manager

Mr. Tischer joined DRC in 2022 with 14 years of experience in the Disaster Recovery Industry. He earned a Bachelor of Science in Environmental Geosciences with a Minor in Geography from North Illinois University. Prior to joining DRC, Mr. Tischer worked for Arcadis from 2010 to 2022, where he honed his ability to manage and interact with clients, regulators, and local, federal, and state governments; coordinate field operations; and manage staffs as large as 230 people. Mr. Tischer is well versed in tree removal operations, wildfire debris cleanup operations, pre-demos and asbestos operations, and environmental health and safety compliance. Mr. Tischer's unique background brings a fresh view to DRC's disaster operations and will be a huge asset to DRC in the years to come. As a Project Manager, Mr. Tischer can handle on-site management of all phases of projects and make necessary adjustments to ensure optimal performance; ensure that personnel are properly trained and equipped to carry out their duties; investigate incidents and accidents in the field and take appropriate corrective action; coordinate with other departments to ensure that field operations are running smoothly; coordinate daily meetings and reports; and coordinate subcontractors.

Since joining DRC in 2022 as a Project Manager, Mr. Tischer assisted with DRC's response to Hurricane Ida in Terrebonne Parish, Louisiana. Mr. Tischer also oversaw the Larimer County Flood Cleanup and the Marshall Fire Cleanup in Boulder County, Colorado. In 2024, Mr. Tischer managed debris removal operations in Lafayette Parish, Louisiana following Hurricane Francine, and Mr. Tischer directed DRC's Hurricane Beryl response in Brazoria County, Texas. Mr. Tischer's most impressive experience is his management of DRC's ongoing response to the South Fork and Salt Fires for the State of New Mexico, during which he has overseen the removal and disposal of more than $111 million worth of debris.

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EDUCATION

North Illinois University
Bachelor of Science in Environmental Geosciences with a Minor in Geography

WORK EXPERIENCE

DRC Emergency Services, LLC
Project Manager, 2022 - Present

- Manages all phases of assigned projects, ensuring contractual obligations are met.
- Accountable for the personnel and equipment onsite.
- Managed the Larimer County Flood Cleanup, which had a contract value of over $1,800,000, and the Boulder County, Colorado, Marshall Fire Cleanup, a project totaling over $27,000,000.

ARCADIS
Environmental Scientist, 2010 - 2022

- Managed and interacted with clients, regulators, and local, federal, and state governments
- Coordinated field operations
- Managed staffs as large as 230 people

NOTABLE PROJECTS

2024-2025
Hurricane Beryl
South Fork and Salt Fires, NM
Gray and Oregon Road Wildfires, Spokane County, WA
2022
Larimer County, CO Flood
Boulder County, CO Marshall Fire

CERTIFICATIONS

FEMA IS-5.a
FEMA IS-10.a
FEMA IS-29.a
FEMA IS-100.c
FEMA IS-200.c
FEMA IS-700.b
FEMA IS-703.b
FEMA IS-706
FEMA IS-800.d
ATSSA Traffic Control Technician

ADDITIONAL REGIONAL AND PROJECT MANAGERS

ANDY ALLSHOUSE, REGIONAL MANAGER

Mr. Allshouse has seven years of relevant work experience and a Bachelor of Science Degree in Community Health Education from Western Michigan University. Prior to working with DRC, Mr. Allshouse worked with SLSCO, DRC's sister company, in disaster response. Mr. Allshouse currently resides in New Port Richey, Florida. As Regional Manager for Central Florida, Mr. Allshouse is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

As a project manager, Mr. Allshouse facilitated the removal and disposal of a combined total of 3.8 million cubic yards of debris in response to Hurricanes Ian, Ida, and Idalia, resulting in a cumulative contract value of $53 million. **Since 2024, Mr. Allshouse's region of Central Florida has seen 24 contract activations from Hurricanes Helene and Milton, and the total value of these contracts has nearly eclipsed $40 million.**

TOM BAKER, REGIONAL MANAGER

Mr. Baker joined DRC in 2020 with more than 25 years of experience in Operations, Acquisitions, Finance, and Sales in the Solid Waste and Recycling Industry, as well as a Master's Degree in Taxation and a Bachelor of Business Administration in Accounting from Georgia State University. Before joining DRC's team, he previously worked as an Area Municipal Services Manager for Republic Services in Los Angeles, California, where he managed a team of 14 municipal managers while juggling responsibility for contracts with an annual revenue of $400 million, including the City of Los Angeles Commercial Contract and the Los Angeles Unified School District Contract. Mr. Baker brings his experience in employee management, financial analysis, project management, municipal sales, contract negotiation, and operations supervision to DRC. As the Regional Manager for the Northeast United States, Mr. Baker helps to secure pre-event contracts with jurisdictions, facilitate communication with clients to coordinate appropriate disaster planning before and after an event, identify local sub-contractors and DMS sites, and assist other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Baker worked as the Project Manager in New York City following Hurricane Isaias, resulting in a contract value of more than $7.7 million. Mr. Baker also oversaw debris removal and disposal operations following Hurricanes Francine, Beryl, Ian, Ida, Zeta, and Laura, resulting in a contract value of more than $38 million. In 2024 and 2025, **Mr. Baker managed DRC's activation for the South Carolina Department of Transportation (SCDOT) following Hurricane Helene; under Mr. Baker's purview, DRC removed and disposed of more than 900,000 cubic yards of debris from state roads across South Carolina.**

EVAN FANCHER, REGIONAL MANAGER

Mr. Fancher joined DRC in 2021 with more than seven years of relevant experience, a dual Bachelor's Degree in Sociology and Political Science from the University of Alabama at Birmingham, and a Master's Degree in Applied American Politics and Public Policy from Florida State University. As DRC's Regional Manager for South Florida, he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region. Prior to working with DRC, he led several infrastructure projects for local governments throughout South Florida. He also has experience working with FEMA, and as such, he conducts training courses with local governments, helping them to understand FEMA guidelines and best practices.

Mr. Fancher managed 20 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of 5 million cubic yards of debris. **In response to Hurricanes Helene and Milton, Mr. Fancher oversaw 13 contract activations with values exceeding $81 million,** including activations in Manatee and Sarasota Counties, and the Cities of Bradenton and Sarasota.

HAYDEN FUENTES, REGIONAL MANAGER

Mr. Fuentes joined DRC with a wealth of experience and expertise that will greatly benefit our clients and partners. His professional journey includes roles such as Project Manager at DRC Emergency Services and Branch Manager at Enterprise Holdings, which have equipped him with a strong foundation in leadership, project management, and operational excellence. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local subcontractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

As a Project Manager, Mr. Fuentes oversaw activations in several jurisdictions throughout the State of North Carolina and Louisiana following Hurricanes Isaias, Laura, and Zeta. He facilitated the removal of a total of 467,000 cubic yards of debris and provided on site management of five debris management sites, resulting in over $6.6 million of federal funding.

As DRC's Regional Manager for Georgia, Tennessee, and Kentucky, **Mr. Fuentes oversaw 19 contract activations in 2024 and 2025**, including DRC's debris removal operations following Tropical Storm Debby, Hurricane Helene, the Old Hickory Tornado, the Laurel County, Kentucky Tornado, and the Floyd County, Kentucky Floods. Mr. Fuentes's most notable projects from the last two years include DRC's debris removal operations for Bacon County, Georgia, wherein we removed more than 1.2 million cubic yards of debris, the Georgia Department of Transportation in Districts 2, 4, and 5, where DRC removed and disposed of more than 3.6 million cubic yards of debris worth more than $101 million; and projects with the Tennessee Department of Transportation and the Tennessee Department of Emergency Management. **Mr. Fuentes assisted with the removal and disposal of more than $370 million worth of debris on behalf of these Tennessee agencies in 2025, and more than $500 million across his region since 2024.**

SCOTT HIGGINBOTHAM, REGIONAL MANAGER

Mr. Higginbotham brings **more than 40 years of experience across emergency management, logistics, security operations, and large-scale crisis response** to his role as Regional Manager at DRC Emergency Services. A U.S. Army Captain (Retired), Mr. Higginbotham has built a distinguished career leading high-stakes operations in both the public and private sectors, with deep expertise in interagency coordination across local, state, and federal levels. His military background includes serving as a Battalion Intelligence Officer and Operations Officer, coordinating operations for 80+ aircraft and conducting missions in Lebanon, Greece, and Bahrain, earning recognition from Vice President Al Gore and the U.S. Secretary of Defense.

Prior to joining DRC, Mr. Higginbotham served as Assistant Director of Emergency Management (Logistics) for the NC Department of Public Safety, where he directed statewide logistics for Tropical Storm Helene, **managing more than 4,000 resource requests and supporting life-safety operations across North Carolina.** He also spearheaded the state's COVID-19 logistics response, **standing up more than five emergency warehouses and establishing vaccine and testing distribution networks statewide.** His extensive background in damage assessment, crisis communications, multi-site operations, and FEMA program compliance makes him a valuable asset to DRC's clients and response teams.

CHARLES KRAFT, REGIONAL MANAGER

Mr. Kraft has been working with DRC for two decades and has a wealth of experience managing clean-up following hurricanes, winter storms, floods, and tornadoes. As Regional Manager for Alabama, his duties include assisting with securing pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Additionally, **Mr. Kraft was instrumental in the design and implementation of DRC's Project Manager's Toolbox**, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

Mr. Kraft worked for several jurisdictions in Alabama following Hurricanes Sally and Zeta, managing the removal and disposal of close to 1 million cubic yards of debris. **In response to Hurricane Ida in Louisiana, he oversaw the removal and disposal of more than 3 million cubic yards of debris** from Tangipahoa Parish**.** In 2024, Mr. Kraft managed projects in Texas, Louisiana, Florida, and Georgia in response to Hurricanes Beryl, Francine, Helene, and Milton. His 2024 work experience includes **Manatee County, where Mr. Kraft oversaw the removal and disposal of 2.5 million cubic yards of debris worth $61 million.**

CLINT PATE, REGIONAL MANAGER

Mr. Pate comes to DRC with more than 30 years of experience. Before joining the DRC team, Mr. Pate worked for an engineering firm for 23 years designing highways. In 2014, he was elected to serve on the Jackson County, Florida Commission where he worked for eight years. For two years, Mr. Pate was Chairman of the Board of the County Commission, where **he helped with the cleanup after Hurricane Michael, Hurricane Sally, and the start of Covid.** Mr. Pate is skilled in sales, project management, and contract reviews, and he has remarkable knowledge of elected officials and leaders in the panhandle of Florida.

From his position in government, Mr. Pate managed disaster recovery efforts following Hurricane Michael in 2018. After this storm, **DRC removed approximately $35 million worth of debris from Jackson County alone.** In 2024, Mr. Pate assisted with DRC's response to Hurricanes Helene and Milton in Florida.

CRAIG PEDERSON, REGIONAL MANAGER

Currently serving as a Regional Manager for DRC Emergency Services, LLC., Craig assists City and County jurisdictions throughout the State to prepare and recover from Federal Emergency Management Agency (FEMA) designated natural disasters.

Prior to serving in his current capacity with DRC, Craig served two terms (eight years) as an elected Kings County District 4 Supervisor. Along with the many duties required in this role, he served two years as Chairman of the Eight County San Joaquin Valley Unified Air Pollution Control District (APCD). The District, one of two APCD's in the Nation designated as Serious Non-Attainment under the Clean Air Act. During his time on the District Air Board Craig enjoyed both the challenges and the rewarding outcomes while working with the U.S. Environmental Protection Agency, California Air Resources Board (CARB), as well as the local communities and industries to find common sense solutions to air quality issues facing the San Joaquin Valley.

Craig served eight years (two years as chair) on the National Association of Counties Agriculture and Rural Affairs Committee. The committee addressed and created national policy positions on many vital issues such as Rural Broad Band Access, the 2018 Farm Bill, the United States Mexico Canada Free Trade Agreement (USMCA) and the Waters of the United States (WOTUS). During his time on the committee, his work culminated with an invitation from President Donald J. Trump to attend and witness the signing of both the 2018 Farm Bill and the United States Mexico Canada Free Trade Agreement.

Craig is a lifelong agriculturalist, operating a third-generation diversified family farm, Pedersen Farms. The operation consisted of 2,000 acres growing 40 different commodities ranging from cotton to organic broccoli and melons to dairy replacement cattle during his 34 years of ownership. Mr. Pedersen proudly served on many different commodity and trade associations as a recognized leader in the California agriculture industry.

Mr. Pederson is currently assisting DRC's debris removal operations in Orange County following the 2025 Airport Fire. DRC has already removed and disposed of approximately $10 million worth of debris during this ongoing project.

JEFF SNOW, REGIONAL MANAGER

Mr. Snow comes to DRC with more than a decade of experience in the Solid Waste and Recycling Industry in California. He earned his Bachelor's Degree in Business from California State University and his MBA and MIM from Thunderbird School of Global Management, where he also earned certificates from studies at École du Commerce in Paris, France. Prior to working for DRC, Mr. Snow served as President of Rainbow Disposal in Huntington Beach, California - where he and Rainbow were recognized as the nation's leader in recycling and diversion of materials from landfills. Upon acquisition of Rainbow by Republic Services, he served as Senior Area Municipal Sales Manager for Republic Services. He also served as Vice President for CR&R Environmental Services throughout Southern California. Mr. Snow was a leader in the "Don't Waste L.A." movement which culminated in a revolutionized commercial waste & recycling franchise system for the City of Los Angeles, dramatically increasing recycling, good jobs and clean air.

Mr. Snow is a distinguished sustainability and community leader with recognitions from the United States Congress, State of California Senate, State of California Assembly, and Orange County, California. DRC believes in giving back to the communities we serve, and Mr. Snow is dedicated to community service leadership throughout California. He currently serves on the Boards of Directors for Special Olympics, Coastkeeper, Abound Food Care, and Influencers For Good (Passkeys).

Mr. Snow's duties as California Regional Manager for DRC include improving local government's resilience and preparation for natural disasters through pre-event contracts, joint planning and training, identifying local Emergency Push routes for life safety, identifying Debris Management Sites within jurisdictions, partnering with local subcontractors to bolster economic reinvigoration following a disaster event, and assuring timely communications and mobilization for emergency response and recovery following a disaster event.

Mr. Snow is currently managing DRC's response to the 2025 Airport Fire in Orange County, California. DRC has removed and disposed of approximately $10 million worth of debris during our ongoing response to the 2025 Airport Fire.

TONY SWAIN, REGIONAL MANAGER

Mr. Swain joined DRC with 15 years of experience as a Project Manager, and prior to working for DRC, he had been involved in DRC's projects since 2006. As DRC's Regional Manager for North and South Carolina, he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Swain oversaw the response to Hurricanes Matthew, Isaias, Irma, Florence, and Dorian, which resulted in a cumulative contract value of approximately $34 million. In 2020, Mr. Swain managed the removal and disposed of more than $2 million worth of debris from the City of Wilmington following Hurricane Isaias. Mr. Swain also oversaw the removal of around 2 million cubic yards of debris in several Florida communities following Hurricane Ian. In response to Hurricane Ida, Mr. Swain aided in the removal of more than 2 million cubic yards of debris in Louisiana. Following Hurricane Helene, **Mr. Swain managed activations for the South Carolina Department of Transportation and the City of Spartanburg, which involved the removal of more**

than 2.3 million cubic yards of debris, including more than 54,000 hazardous trees, for a total contract value of more than $42 million.

JAROD TASSIN, ESTIMATOR AND PROJECT MANAGER

Mr. Tassin joined DRC in 2021 with four years of relevant work experience, having worked for a debris monitoring firm. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors. As an Estimator, he estimates costs for all aspects of DRC's debris removal and management projects. Mr. Tassin is also technician and traffic control support certified for Louisiana.

Mr. Tassin oversaw the operation for the Marshall Fires in Colorado, which had a contract value of $27 million, and cleanup for Hurricanes Ian and Ida, which had a combined contract value of approximately $44 million. In 2024, Mr. Tassin assisted Pinellas County, Florida during its response to Hurricane Milton. Additionally, he oversaw debris removal operations for six jurisdictions in Florida following Hurricane Helene. Mr. Tassin has also managed debris removal projects in Vermillion Parish, Louisiana, Pointe Coupee Parish, Louisiana, and Jackson County, Florida. In 2024, **Mr. Tassin managed the removal and disposal of approximately 1 million cubic yards of debris, and the combined value of his projects exceeded $34 million.**

ACE BAKER, PROJECT MANAGER

With more than 20 years of experience in logistics management, industrial and residential construction, demolition, rigging and recovery, Mr. Baker joined DRC as a Project Manager in October of 2024. Prior to his work with DRC, Mr. Baker was an independent contractor in his home state of Missouri where he provided oversight for crews and companies working to restore infrastructure following natural disasters. His work in independent contracting gave him the expertise needed to successfully lead a team and manage field operations. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

In his first year at DRC, Mr. Baker managed five contracts following the spring 2025 flooding in Eastern Kentucky. Mr. Baker also helped with DRC's response to Hurricane Helene for the Georgia Department of Transportation and the Virginia Department of Emergency Management, and he supported DRC's response to the July 2025 Texas Hill Country Flood. **The total value of Mr. Baker's contracts for 2025 exceeded $88 million.**

TAYLOR JUMONVILLE, PROJECT MANAGER

Mr. Jumonville has nine years of experience in project management, both for DRC and for our sister company, SLSCO. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors. Mr. Jumonville is also asbestos certified, technician and traffic control support certified for Louisiana, and a certified arborist. Mr. Jumonville presently resides in Lafayette, Louisiana.

Mr. Jumonville's most notable project is the Hurricane Ida Cleanup, which resulted in the removal and disposal of over 2.3 million cubic yards of debris. Mr. Jumonville also managed DRC's Hurricane Zeta response for the Alabama Department of Transportation (ALDOT) in 2020, and assisted ALDOT following the Dallas County Tornado in 2023. In 2024, Mr. Jumonville oversaw 7 contract activations during DRC's response to Hurricane Francine in Louisiana. Additionally, **Mr. Jumonville managed a project for the U.S. Army Corps of Engineers in Tennessee following the 2023 Old Hickory Tornado**; the contract value for this ongoing project has eclipsed $4.5 million.

CHARLIE KRAFT, PROJECT MANAGER

Charlie Kraft joined DRC in 2024 after graduating from Spring Hill College with a B.S. in Business Administration with a concentration in Supply Chain Management. He gained hands-on experience in project management during DRC's responses to Hurricanes Debby, Francine, and Helene. **Mr. Kraft personally oversaw projects in the Cities of St. Marys, Kingsland, and Richmond Hills, Georgia, as well as the City of Palm Coast, Florida, and the Florida Department of Transportation following Hurricane Helene**. The value of Mr. Kraft's 2024 projects exceeded $840,000.

In 2025, **Mr. Kraft assisted with the removal and disposal of more than $340 million worth of debris for the Tennessee Emergency Management Agency** following Hurricane Helene. Mr. Kraft also managed specialty projects in Sarasota and Pinellas Counties, Florida, in 2025.

SCOTT MATTHEWS, PROJECT MANAGER

Mr. Matthews has more than three decades of relevant work experience as a Project Supervisor and Manager. He has a proven track record of coordinating and planning for complex contracts, including developing project milestones. His duties as a Project Manager consist of on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

In his first year with DRC, Mr. Matthews managed the removal and disposal of more than 3 million cubic yards of debris across four Louisiana jurisdictions in response to Hurricane Ida. **In response to Hurricane Ian, Mr. Matthews worked closely with the Florida Department of Transportation, the Florida Department of Environmental Protection, and several Florida jurisdictions while aiding in the removal and disposal of more than 2.6 million cubic yards of debris.** In 2024, he assisted in managing 6 activations in Texas and Florida following Hurricanes Beryl, Helene, and Milton, as well as other severe weather events. **The total value of Mr. Matthews's 2024 work was approximately $36 million.**

SCOTTIE MATTHEWS, PROJECT MANAGER

Mr. Matthews joined DRC in 2024 with two years of experience in the Disaster Recovery Industry as well as a Bachelor's Degree in Psychology from the University of South Carolina, Beaufort. His prior work included being a Field Supervisor/Operations Manager for a debris monitoring firm as well as a supervisor on FEMA disaster recovery projects for Landfall Strategies. As Field Supervision/Operations Manager, Mr. Matthews managed a team of monitors after Hurricanes Helene and Milton (for the City of Longwood, Florida; Appling County Georgia; and Jeff Davis County, Georgia) and mapped multiple Florida counties (Orange, Lake, Polk) using 360 cameras & LIDAR pre- and post-storm for the State of Florida. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Matthews served as a project manager in 3 counties following the 2025 Laurel County, Kentucky Tornado and the 2025 Floyd County, Kentucky Floods. Additionally, Mr. Matthews has assisted DRC's response to the July 2025 Texas Hill Country Floods in Kimble and Menard Counties, Texas. In total, **Mr. Matthews oversaw the removal and disposal of more than $26 million worth of debris in 2025.**

KELLY PATRICK, PROJECT MANAGER

Kelly Patrick came to DRC in 2020 with 3 years' experience in the debris removal industry. Previously, he was a practicing attorney working primarily in environmental law. As an attorney for both the State of Louisiana and the Plaintiffs' Steering Committee in MDL 2179 class action regarding the Deepwater Horizon oil spill, he served on teams that accomplished landmark settlement agreements with BP.

As a Project Manager for DRC, he manages debris removal projects from start to finish, including meeting with clients, damage assessment, planning, deployment of assets, and progress monitoring. Mr. Patrick has managed projects following Hurricanes Delta and Ida, the February 2021 ice storm and May 2021 flood in East Baton Rouge Parish, as well as the August 2021 tornado in Randolph County, Alabama. **Mr. Patrick also managed a waterway clearing project for East Baton Rouge Parish, wherein he oversaw the removal and disposal of more than 30,000 tons of wet debris.** In 2024, Mr. Patrick managed DRC's response to Hurricane Francine in East Baton Rouge/City of Baton Rouge and the City of Baker, Louisiana. Additionally, Mr. Partick has overseen blight reduction, tree removal, and demolition projects in Louisiana in 2024 and 2025.

HUDSON TAYLOR, PROJECT MANAGER

Mr. Taylor joined DRC in 2024 with two years of experience in the construction field. His work experience includes a year as a Heavy Equipment Operator for Taylor Mongomery, and as a Demolition and Abatement General Laborer, giving Mr. Taylor the necessary skills to tackle debris contracting for Taylor Brothers Solutions alongside his brother Trevor Taylor before they both joined DRC. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Taylor assisted with DRC's debris removal operations in Burnet County, Texas after the July 2025 Texas Hill Country Floods. **The total value of Mr. Taylor's 2025 work exceeded $45 million.**

TREVOR TAYLOR, PROJECT MANAGER

With 8+ years of experience in the Construction and Debris Removal industries, Trevor Taylor joined DRC in 2024. Mr. Taylor's previous work includes being a Production Manager for Weedoo Greenboat, where he led a team of 10 employees, as well as work as a Debris Contractor for his own company Taylor Brothers Solutions, where he oversaw the removal of more than 40,000 cubic yards of debris from Hurricane Ian on North Captiva Island, FL and assisted in the removal of more than 150,000 cubic yards of debris from Hurricane Idalia in Citrus County, FL. . His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Taylor's 2025 work includes the removal and disposal of more than $28 million worth of debris for the Tennessee Department of Transportation following Hurricane Helene. **Following the July 2025 Texas Hill Country Floods, Mr. Taylor has managed multiple contract activations worth more than $43 million.**

GREGORY VALLEY, PROJECT MANAGER

Mr. Valley came to DRC in 2024 as a former firefighter and upgrade captain for the St. Tammany Parish Fire Department and a former member of the United States Marine Corps Reserves. In addition to overseeing a fire station, its staff and its service area, he was also deployed with the fire service to other locations to assist with emergency management after natural disasters. Mr. Valley went to Lake Charles, Louisiana after Hurricane Laura to assist a volunteer fire district covering their area and responding to fires. Following this deployment, he returned to Lake Charles to help a local tree service with debris cleanup and tree removal. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Valley assisted with the Georgia Department of Transportation's response to Hurricane Helene in District 4, where DRC removed and disposed of more than 1.6 million cubic yards of debris, as well as the Texas Division of Emergency Management in Kendall County following the July 2025 Texas Hill Country Floods. In total, **Mr. Valley managed projects with values exceeding $48 million in 2025.**

MITCH VARNADOE, PROJECT MANAGER

Mr. Varnadoe has been with DRC since 2021, and he has more than a decade of relevant work experience. Mr. Varnadoe's responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Varnadoe was the Project Manager on DRC's contract with the United States Army Corps of Engineers in response to the 2022 Kentucky Tornadoes. Additionally, Mr. Varnadoe **facilitated debris removal and disposal in multiple communities following Hurricane Ian, which resulted in the removal and disposal of $69 million worth of debris.** In 2024, Mr. Varnadoe assisted in managing several activations in Georgia, Alabama, and Texas following Hurricane Beryl, Hurricane Helene, and the May 2024 Texas Derecho. **The total value of Mr. Varnadoe's 2024 projects exceeded $39 million.**

"They are a great group to work with after a major disaster. They are represented by military veterans on staff and stand by their word."

- Judge Mark Allen, Jasper County, Texas

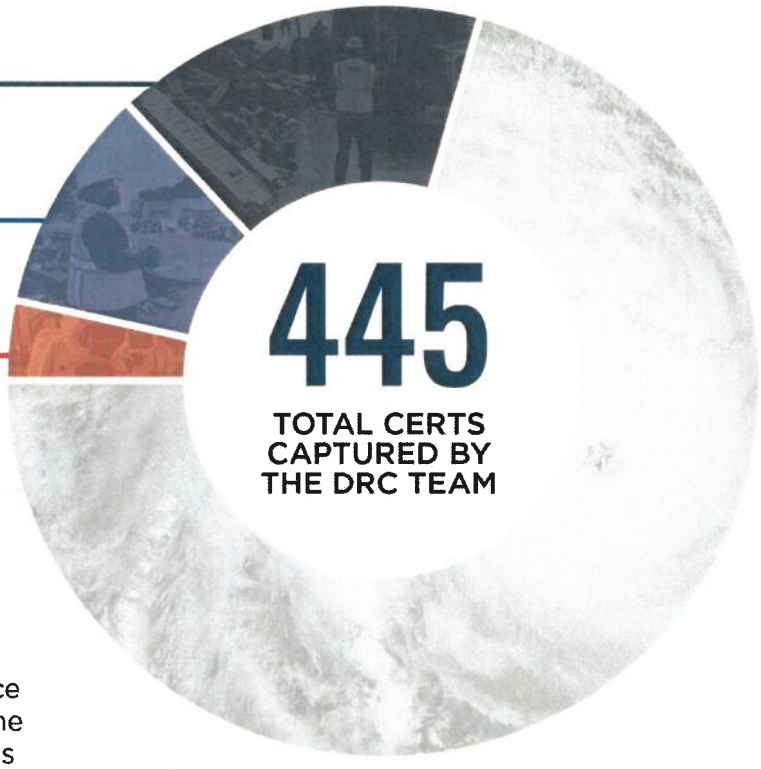
DRC TEAM CERTIFICATIONS

KEY CERTIFICATIONS - 74

OSHA - 42

HAZWOPER - 15

FEMA - 314



CONTINUOUSLY LEARNING

Staying current with all certifications and emerging certifications is not just a requirement, but a commitment to excellence that ensures we are always equipped with the latest knowledge and the best practices. This dedication to ongoing education strengthens our overall knowledge base, allowing us to provide the highest level of service and innovative solutions for our clients.

TOP COVERAGE

FEMA IS-100.C	FEMA IS-200.C	FEMA IS-632.A	FEMA IS-5.A	FEMA IS-10.A
20 TEAM MEMBERS	17 TEAM MEMBERS	14 TEAM MEMBERS	14 TEAM MEMBERS	13 TEAM MEMBERS

KEY CERTIFICATIONS

2018 Debris Management Training	Kristy Fuentes
40-HR EM 385-1-1 Construction Safety Hazard Awareness for Contractors 2024	Andy Allshouse, Chad Braun
Arborist License	Taylor Jumonville
Asbestos Abatement Training Certificate	Andy Allshouse
Asbestos Abatement Training Course for Arkansas, Alabama, Louisiana, Mississippi, and Texas	Taylor Jumonville, Jarod Tassin
Asbestos Supervisor Tennessee Environmental Services	Hayden Fuentes
Asbestos Supervisor Initial 40-HRS	Jarod Tassin
ATSSA Traffic Control Supervisor Certificate	Jarod Tassin
ATSSA Traffic Control Supervisor Course	Taylor Jumonville
ATSSA Traffic Control Technician	Andy Allshouse, Mike Tischer, Hayden Fuentes
Certified Construction Manager, CMAA	Chad Braun
CPR: Adult, Child, Infant, & AED Training (BLS)	Sam Dancer, Greg Valley, Andy Allshouse
DAWIA Level II Contracting	Chad Braun
DAWIA Level III Facility Engineering	Chad Braun
Engineer-In-Training/Land Surveyor-In-Training (EIT/LSIT) – CA Board for Professional Engineers	Rommel Salinas
Emergency Medical Technician Certification (Louisiana and National License)	Greg Valley
FDOT MOT Advanced	Scott Matthews
FDOT NUSA	Kristy Fuentes
FDOT Temporary Traffic Control Certificate	Andy Allshouse
FDOT Temporary Traffic Control Course	Taylor Jumonville
FEMA/USACE - COR Certification/Credentials	Chad Braun
Fire Apparatus Driver/Operator – Aerial (LSU)	Greg Valley
Fire Apparatus Driver/Operator – Pumper (LSU)	Greg Valley
Hazardous Waste Operations & Emergency Response - Initial	Joe Newman, Mark Bush, Lisa Garcia, Clif Kennedy, Hayden Fuentes, Andy Allshouse, Taylor Jumonville, Greg Valley
H2S Awareness Training CPR AED Certified	Mark Bush
LADOTD Traffic Incident Management	Greg Valley

LA Board of Ethics – Ethics Training for Public Servants	Greg Valley
LDEQ Asbestos Contractor/Supervisor	Sam Dancer, Taylor Jumonville, Jarod Tassin
Leadership in Energy and Environmental Design Accredited Professional - USGBC	Rommel Salinas
Louisiana Solid Waste Operator's Training Workshop - Certificate of Attendance 2024	Kristy Fuentes
National Registry – EMS Professional	Greg Valley
National Wildlife Coordinative Group Certification L-381	Tony Furr
National Wildlife Coordinative Group Certification L-480	Tony Furr
NFPA 1001 Firefighter I	Greg Valley
NFPA 1010 Firefighter II	Greg Valley
QCI Training Program - Online Refresher Training	Sam Dancer
Registered Professional Engineer, Tennessee License #112212	Chad Braun
St. Tammany NFPA 1002 Standards for Fire Apparatus Driver	Greg Valley
St. Tammany Vehicle Rescue 12 HR	Greg Valley
University of Alabama Safe State SSEP Accreditation	Taylor Jumonville
USACE - Civil Level One Training	Chad Braun
USACE Construction Quality Management (CQM) Training Certificate	Jeff Snow, Greg Valley, Sam Dancer, Rommel Salinas, Clif Kennedy, Hayden Fuentes, Kelly Patrick, Andy Allshouse, Mitch Varnadoe, Tom Baker, Evan Fancher
VDOT Intermediate Work Zone and Flagger Certification	Hayden Fuentes, Jarod Tassin, Kelly Patrick, Mitch Varnadoe, Taylor Jumonville, Tom Baker

HAZWOPER

Hazwoper	Ace Baker, Andy Allshouse, Chad Braun, Hayden Fuentes, Hudson Taylor, Joe Newman, Kelly Patrick, Mark Bush, Sam Dancer, Taylor Jumonville, Christian Carver, Jarod Tassin, Rommel Salinas, Charles Kraft

OSHA

OSHA 10-HR Construction Safety and Health	Chad Braun
OSHA 10-HR Training for the Construction Industry	Clif Kennedy, Taylor Jumonville, Tom Baker
OSHA 30-HR Outreach Training Program - Construction	Ace Baker, Jarod Tassin, Kelly Patrick, Andy Allshouse, Tom Baker
OSHA 30-HR General Industry Outreach Training Program	Chad Braun, Hayden Fuentes, Hudson Taylor, Trevor Taylor
OSHA Biological Health Hazards in Construction	Sam Dancer

OSHA Confined Space Safety	Sam Dancer
OSHA Demolition Safety	Sam Dancer
OSHA Effective Accident Investigation	Sam Dancer
OSHA Effective OSH Committee Meetings	Sam Dancer
OSHA Effective Safety Committee Operations	Sam Dancer
OSHA Electrical Safety for Employees - Basic	Sam Dancer
OSHA Ergonomics Hazards in Construction	Sam Dancer
OSHA Ergonomics Program Management	Sam Dancer
OSHA Fire Prevention Plans	Sam Dancer
OSHA Fleet Safety Management	Sam Dancer
OSHA Focus Four: Caught-In-Or-Between Hazards	Sam Dancer
OSHA Focus Four: Electrocution Hazards	Sam Dancer
OSHA Focus Four: Fall Hazards	Sam Dancer
OSHA Focus Four: Struck-By Hazards	Sam Dancer
OSHA Hazard Analysis and Control	Sam Dancer
OSHA Hazard Communication - Basic	Sam Dancer
OSHA Heat and Cold Stress Safety	Sam Dancer
OSHA Introduction to Industrial Hygiene	Sam Dancer
OSHA Introduction to Safety Management	Sam Dancer
OSHA Managing Safety and Health - Construction	Sam Dancer
OSHA Personal Protective and Lifesaving Equipment	Sam Dancer
OSHA Physical Health Hazards in Construction	Sam Dancer
OSHA Safety Management System Evaluation	Sam Dancer
OSHA Stairway and Ladder Safety	Sam Dancer
OSHA Work Zone Traffic Safety	Sam Dancer

FEMA

IS-5.a - An Introduction to Hazardous Materials	Sam Dancer, Jarod Tassin, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Hayden Fuentes, Evan Fancher, Tom Baker, Kristy Fuentes, Charles Kraft, Lisa Walsh, Mike Tischer, Jolie Bonvillian
IS-10.a - Animals in Disasters: Awareness and Preparedness	Lisa Walsh, Sam Dancer, Jarod Tassin, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Hayden Fuentes, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, Mike Tischer
IS-11.a - Animals in Disasters: Community Planning	Lisa Walsh, Sam Dancer, Hayden Fuentes, Kristy Fuentes, Jolie Bonvillian
IS-15.b - Special Events Contingency Planning for Public Safety Agencies	Hayden Fuentes
IS-20.24 - Diversity Awareness Course 2024	Sam Dancer, Hayden Fuentes, John Sullivan
IS-21.24 - Civil Rights and FEMA Disaster Assistance	Sam Dancer, Hayden Fuentes
IS-27 - Orientation to FEMA Logistics	Hayden Fuentes
IS-29.a - Public Information Officer Awareness	Sam Dancer, Kristy Fuentes, Mike Tischer
IS-33.17 FEMA Initial Ethics Orientation	Jolie Bonvillian
IS-35.24 - FEMA Safety Orientation 2024	Hayden Fuentes, Jolie Bonvillian
IS-42.a – Social Media in Emergency Management	Kristy Fuentes, Jolie Bonvillian
IS-37.24 - Managerial Safety and Health	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Evan Fancher, Lisa Walsh, Tom Baker
IS-75 - Military Resources in Emergency Management	Sam Dancer
IS-100.c - Introduction to the Incident Command System, ICS 100	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Taylor Jumonville, Mike Tischer, Mark Bush, Tony Swain, Tony Furr, Clif Kennedy, Charles Kraft, Evan Fancher, Tom Baker, Joe Newman, Kristy Fuentes, John Sullivan, Lisa Walsh, Chad Braun, Greg Valley, Jolie Bonvillian
IS-111.a - Livestock in Disasters	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Mark Bush, Charles Kraft, Evan Fancher, Tom Baker
IS-200.c - Basic Incident Command System for Initial Response, ICS-200	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Taylor Jumonville, Mark Bush, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, John Sullivan, Mike Tischer, Tony Furr, Greg Valley, Jolie Bonvillian
IS-201 - Forms Used for the Development of the Incident Action Plan	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-230.e - Fundamentals of Emergency Management	Sam Dancer, Tony Furr

IS-235.c - Emergency Planning	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Lisa Walsh, Evan Fancher
IS-241.c - Decision Making and Problem Solving	Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Evan Fancher, Sam Dancer, Lisa Walsh, Kristy Fuentes
IS-242.c - Effective Communication	Mark Bush, Andy Allshouse, Mitch Varnadoe, Jarod Tassin, Lisa Walsh, Tom Baker, Evan Fancher, Charles Kraft, Sam Dancer
IS-244.b - Developing and Managing Volunteers	Lisa Walsh, Sam Dancer, Kristy Fuentes, Jolie Bonvillian
IS-315.a - CERT and the Incident Command System (ICS)	Sam Dancer, Charles Kraft, Kristy Fuentes, Jolie Bonvillian
IS-317.a - Introduction to Community Emergency Response Team (CERTs)	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Evan Fancher, Kristy Fuentes, Lisa Walsh, Tony Furr, Jolie Bonvillian
IS-321 - Hurricane Mitigation Basics for Mitigation Staff	Mark Bush
IS-324.a - Community Hurricane Preparedness	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Tom Baker, Kristy Fuentes, Lisa Walsh
IS-325 - Earthquake Basics: Science, Risk, and Mitigation	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Tony Swain, Evan Fancher, Charles Kraft, Tom Baker, Lisa Walsh
IS-360 - Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship	Sam Dancer
IS-368.a - Including People with Disabilities in Disaster Operations	Sam Dancer
IS-393.b Introduction to Hazard Mitigation	Tony Furr
IS-394 - Protecting Your Home or Samll Business from Disaster	Jolie Bonvillian
IS-453 - Introduction to Homeland Security Planning	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-559 - Local Damage Assessment	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Evan Fancher, Tom Baker, Lisa Walsh
IS-632.a - Introduction to Debris Operations	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Mark Bush, Tony Swain, Clif Kennedy, Charles Kraft, Evan Fancher, Tom Baker, Joe Newman, Kristy Fuentes, Lisa Walsh
IS-633 - Debris Management Plan Development	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, Lisa Walsh
IS-660 - Introduction to Public-Private Partnerships	Lisa Walsh, Sam Dancer, Jolie Bonvillian
IS-662 - Improving Preparedness and Resilience through Public-Private Partnerships	Lisa Walsh

IS-700.b - An Introduction to the National Incident Management System	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Mark Bush, Clif Kennedy, Evan Fancher, Tom Baker, Kristy Fuentes, Mike Tischer, Chad Braun, Greg Valley, Jolie Bonvillian
IS-703.b - National Incident Management System Resource Management	Mike Tischer
IS-706 - NIMS Intrastate Mutual Aid - An Introduction	Lisa Walsh, Sam Dancer, Kristy Fuentes, Mike Tischer, Jolie Bonvillian
IS-800.d - National Response Framework, An Introduction	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Charles Kraft, Tom Baker, Evan Fancher, Kristy Fuentes, Lisa Walsh, Mike Tischer, Tony Furr, Greg Valley
IS-904 - Active Shooter Prevention: You Can Make a Difference	Sam Dancer
IS-905 - Responding to an Active Shooter: You Can Make a Difference	Sam Dancer
IS-906 - Workplace Security Awareness	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-907 - Active Shooter: What You Can Do	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-909 - Community Preparedness: Implementing Simple Activities for Everyone	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-912 - Retail Security Awareness: Understanding the Hidden Hazards	Sam Dancer
IS-1000 - Public Assistance Program and Eligibility	Sam Dancer
IS-1001 - The Public Assistance Delivery Model Orientation	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Charles Kraft, Evan Fancher, Tom Baker
IS-1006 – Documenting Disaster Damage and Developing Project Files	Andy Allshouse, Chad Braun, Tom Baker
Is-1008 - Scope of Work Development	Andy Allshouse, Chad Braun, Tom Baker
IS-1010 - Emergency Protective Measures	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Charles Kraft, Evan Fancher, Tom Baker
IS-1150 - DHS Human Trafficking Awareness for FEMA Employees	Sam Dancer
IS-1151 - Blue Campaign Disaster Responder Training	Sam Dancer
IS-1172 - The Risk Management Process for Federal Facilities: Facility Security Level (FSL) Determination	Sam Dancer
IS-2002 - Introduction to FEMA Operational Planning	Sam Dancer
IS-2200 - Basic emergency Operations Center Functions	Sam Dancer
IS-2900.a - National Disaster Recovery Framework (NDRF) Overview	Lisa Walsh, Sam Dancer, Charles Kraft, Joe Newman, Kristy Fuentes, Jolie Bonvillian
IS-2901 - Introduction to Community Lifelines	Sam Dancer

SUBCONTRACTORS & EMPLOYMENT

EMPLOYMENT OF LOCAL & MINORITY SUBCONTRACTORS

DRC maintains **one of the industry's largest networks of pre-screened and fully qualified subcontractors**, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

DRC has access to more than 2,000 firms through our pre-qualified supplier database, including more than 1,200 Small Business Enterprises (SBE). Many are also designated as Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Disadvantaged Business (SDB), HUB Zone Business, 8(a) Business Development Program, and/or Veteran-Owned Small Business (VOSB), including Service-Disabled Veteran-Owned Small Business (SDVOSB) contractors.

This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. Interested businesses may apply to be added to DRC's subcontractor list at any time by filling out the application form on our website, drcusa.com, or by calling (888) 721-4DRC.

PROPOSED SUBCONTRACTORS

DRC has teamed with the following subcontractors, **both of which have worked with DRC on our response to the South Fork and Salt Fires and Flooding in Ruidoso.** These partnerships augment our resources and ability to quickly respond to any contingency that disrupts Ruidoso. This alliance provides vital local knowledge and assists DRC in establishing relationships with other local civil contractors.

COMPANY	CONTACT INFORMATION	SCOPE OF WORK
B&B Ready Mix, LLC	Contact: Dusty Beavers Address: 500 Beavers Drive PO Box 220 Ruidoso Downs, NM 88346 Email: Dustdean@Hotmail.com Phone: (575) 973-0755	load & haul, emergency road clearance
R. Marley, LLC	Contact: Robert Dane Marley Address: 121 West 3rd St. Roswell, NM 88201 Email: dane@rmarley.com & sabrina@rmarley.com Phone: C (817) 908-9101 O (575) 551-5050	load & haul, emergency road clearance

OUTREACH AND TRAINING

The use of local resources is vitally important to a successful disaster recovery operation. We pride ourselves in facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Upon receipt of Notice of Award, DRC will schedule an informational and technical assistance workshop for potential vendors and businesses. The workshop will provide all interested local businesses with information about the overall scope of work and opportunities for contracting and partnership with DRC. Our highly qualified and experienced staff will also provide hands-on technical assistance and training in all relevant aspects of the debris removal and management process, so that local subcontractors are ready to partner with DRC in providing superior services to the Village of Ruidoso.

The Regional Manager will recruit local subcontractors and small and diverse business enterprises by utilizing DRC's subcontractor database, as well as the following resources:

- Government databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach

STANDARDS AND OVERSIGHT

Under the leadership of Chad Braun, Director of Response Readiness, management of subcontractors involves carefully vetting them for experience, compliance with safety standards, and ensuring proper licensing and insurance before onboarding. Effective subcontractor management is critical for DRC to ensure projects are completed safely, efficiently, and on schedule. Clear communication of project requirements, timelines, and performance expectations is essential to align subcontractor efforts with DRC's goals and standards. Regular monitoring through site inspections, performance reviews, and daily progress reports helps maintain quality control and address any subcontractor issues proactively. DRC's strong relationships with subcontractors are built on trust and accountability, which not only improves workflow coordination but also reduces risk, enhances safety compliance, and ensures that debris removal operations meet client and regulatory standards.

As an extension of DRC, subcontractors are held to the same environmental regulations and compliance standards that we are, further ensuring the success and efficacy of our contract with Ruidoso.

PROMPT PAYMENT OF SUBCONTRACTORS

Subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the 'on the ground' presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

EQUAL OPPORTUNITY POLICY

DRC is an equal opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for employees with disabilities. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe workforce diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

STAFFING CAPACITY

Since its inception, the DRC team has responded to major natural and man-made disasters across the United States. All assigned personnel will be available to the Village as needed. Personnel are NIMS-certified with specialized training in safety and asbestos management, and are equipped with vehicles, multi-state communications, and handheld computers to ensure successful disaster response and management.

DRC employs more than 30 Regional and Project Managers assigned to specific geographic locations nationwide, available to mobilize for large-scale disasters anywhere in the country. Clif Kennedy, the Regional Manager for Ruidoso, is available to respond to the needs of the Village 24 hours a day, 7 days a week.

DRC employs approximately 60 full-time professionals with backgrounds in Civil Engineering, Construction Science, Forestry, and more. Our management team includes former U.S. Army Rangers, a former FEMA Public Assistance/Debris Task Force Lead, and U.S. Army Corps of Engineers Emergency Operations Leaders. With over 20 years managing FEMA-declared disasters, DRC's personnel are uniquely positioned to provide debris relief for communities nationwide.

ABILITY TO MAINTAIN FULL OPERATIONAL CAPABILITY

Through our 25 years of experience, DRC has demonstrated our capacity to maintain full operational capability (minimum of 12 hours a day, seven days a week) for an extended period. Recent examples include DRC's responses to Hurricanes Helene, Milton, Ian, and Ida, all of which demanded multiple, simultaneous activations. These operations involved maintaining a high operational capability for extended periods of time.

In the case of multiple activations, DRC will hire additional staff as needed. DRC has often had to dramatically increase staff to meet demand. We rely on our large network of subcontractors, industry contacts across the country, and staffing agencies to assist us in meeting our staffing needs. In 2024, our staff size doubled in both the office and the field to meet the demands of an unprecedented hurricane season.

SCHEDULE AND COST EFFECTIVENESS MEASURES

DRC will work with the County to make sure we mobilize the exact right size operation to optimize both time efficiency and cost efficiency. Following our initial assessment of the extent of the storm damage, we will work with the County to right size the project to make sure we're mobilizing the optimal amount of resources to meet both schedule and budget goals.

Maintaining a cost-effective debris operation involves strategic planning, resource optimization, and continuous evaluation of logistics. This includes efficient routing, minimizing equipment downtime, utilizing local disposal or recycling facilities when feasible, and managing labor and fuel costs carefully. By prioritizing high-impact areas and coordinating efforts with other municipal or contracted services, the operation ensures maximum debris removal with minimal financial overhead.

AVAILABLE EQUIPMENT

DRC will use owned equipment, subcontractor equipment, and/or lease/rent equipment based upon the disaster scenario. **DRC has the most expansive collection of rolling stock and equipment in the disaster services industry.** The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated more than 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Herc, Sunbelt, Bottom Line, United, Caterpillar, William Scotsman, etc., to supplement our equipment needs.

DRC EMERGENCY SERVICES ASSET LIST

EQUIPMENT TYPE	DESCRIPTION	QUANTITY
Bucket Trucks	Various Models with Booms	110
Chip Trailers	Various Models and Horsepower	14
Chip Vans	Receptacle Vehicles	2
Dump Trucks	Various Models with Dual and Tri Axles	353
End Dump Trailers	Various Models and Capacity	298
Flat Bed Semis	Various Models for Equipment Movement	6
Flat Beds	53' Equipment Trailers	20
Fuel Trucks	Multiple Model and Gallon Capacity	46
Low Boys	Equipment Movement Trailers	53
Pickups	Half and Three-Quarter Ton of Various Makes and Models	45
Roll-Off Trucks	Primarily Galbreath 60,000-Pound Hoist on Various Makes	82
Roll-Off Containers	20, 30 and 40 Cubic Yard Containers	337
Self-Loaders	Various Makes with Buckets Ranging from 2-10 Cubic Yards	343
Semi Dumps	Various Makes and Models with Various Capacity	240
Semi Tractors	Various Makes	232

Service Trucks	Fully Stocked Road Ready Service Vehicles	79
Slingers	Various Models	5
Straight Trucks	Various Makes and Models	8
Sweepers	Various Models Used for DMS Operation	3
Tankers	Various Models	125
Tractor /Trailers Combos	Various Models	29
Tractors	Various Makes and Models	43
Trailers	25-Foot Travel Trailer	1
Utility Trailers	15 and 20-Foot Utility Trailers	2
Vacuum Trailer	Various Makes	30
Vacuum Trucks (Wet)	Various Makes	13
Walking Floors	48-Foot Automated Trailers	46
Water Trucks	Various Capacity Used for DMS Operation	3
Attachments - various	Buckets, Hoists, Slings, etc.	157
Back Hoes	Various Models and Capacity	40
Bobcats	Skid-Steer with Multiple Attachments	53
Bull Dozers	Various Makes and Sizes	45
Conveyors	Used for Material Movement	2
Crushers	Metal Compaction and Volume Reduction	24
Excavator	Various Makes and Models	164
Feller Buncher	Various Makes and Models Used for Clearing Projects	27
Front End Loaders	Various Makes, Models and Bucket Capacity	127
Generators	Various	41
Grinders	Horizontal and Tub Grinders	36
Jarraf Tree Trimmers	High-Capacity Trimming Equipment	3
Jersey Barriers	Used for Highway Projects and Within DMS	200
Light Plants	Various Used for Night Operation	100
Material Handlers (Tele Boom)	Loading Equipment	3
Mobile Kitchens	Various Models	13
Off Road Dumps	Volvo High Capacity	2
Pumps	Various Sizes	5
Safety Signs, Cones and PPE/Arrow Boards/Message Boards	Used for Highway Operations	503
Skid Steers	Various Sizes with Multiple Attachments	96
Screens	Shaker Screens and Sand Screens	4
Water Trucks	Various Models and Capacity	12
	TOTAL:	**4225**

MARINE VESSELS/EQUIPMENT

EQUIPMENT TYPE	QUANTITY
Inland Marine Harvester	1
Air Boat	3

Amphibious Aquatic Excavator	1
Tugboat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven Propelled Pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' Bin Walls	2
Deck Barge with Spuds	7
Deck Barge with Steel Box Rails	19
Go Devil Boat	1
TOTAL:	**61**

MAINTENANCE, REPAIR, PARTS AND RESOURCE PROGRAM

DRC employs a full-time Specialized Equipment Mechanic to repair and maintain equipment. Our mechanic has been with the company for more than 20 years. As such, he is familiar with every piece of equipment owned by DRC. If needed, the Specialized Equipment Mechanic will travel to the affected area to perform repairs and remedial maintenance.

SPECIALTY EQUIPMENT

DRONES AND UNMANNED AERIAL VEHICLES (UAVS)

When authorized by the Village, DRC will utilize drone (UAV) flights to support right-of-way patrols and supplement our ability to identify areas within the scope of the project that require debris management. UAVs help us quickly and safely assess inaccessible areas, confirm vegetation encroachments, and document hangers, leaners, and edge-of-ROW overhang prior to dispatch. High-resolution, geotagged imagery (and, when approved, LiDAR) allows our planners to assess structural damage, estimate clearance needs, and produce orthomosaics that guide crew routing and access restoration.

HELICOPTERS

Helicopters can play a crucial role in disaster debris removal by providing rapid, flexible, and efficient access to areas that are otherwise inaccessible due to damaged infrastructure, blocked roads, or hazardous conditions. Their ability to maneuver in tight spaces allows them to efficiently transport personnel, heavy equipment, and essential supplies directly to affected areas. In situations where time is critical, helicopters can quickly air-lift debris or clear paths for emergency responders, accelerating the overall recovery process. Their utilization enhances the speed of both initial damage assessments and cleanup operations and helps ensure the safety of ground crews by reducing their exposure to the areas' unstable environments.

The photo to the right depicts DRC's use of a helicopter to quickly and safely remove derelict vessels from the mangroves in Fort Myers following Hurricane Ian without damaging the sensitive environment.

FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over $1 billion** and access to dedicated cash and credit lines **of more than $500 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- DRC's combined contract total for 2024 is valued at over $870,000,000. During this time, DRC removed and disposed of more than 20,000,000 cubic yards of debris across ten states.
- In 2021, DRC removed 18,000,000 cubic yards of debris and managed 93 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over $402,000,000.
- The 2020 hurricane season consisted of numerous storms, including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over $95 million.
- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017: Hurricanes Harvey, Irma, and Maria. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling $251 million and 6 million cubic yards.
- DRC successfully performed in 10 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is $185,334,469.

BANKING **Bank of America** | 800 Capital St, Houston, TX 77002

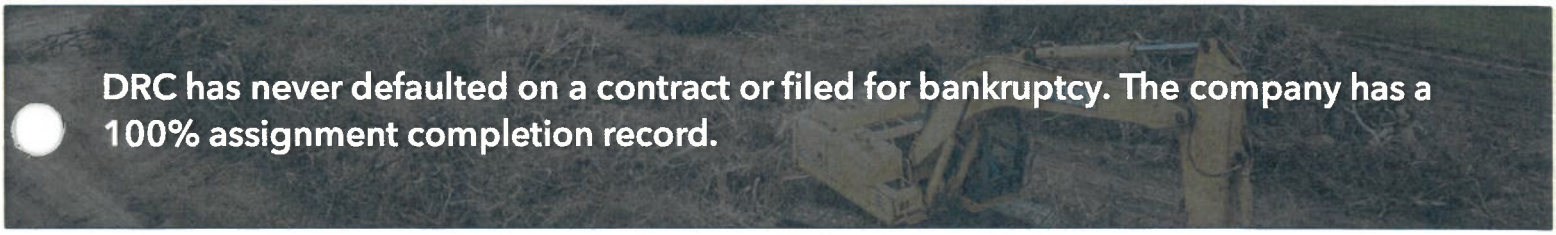
Timothy Thurman - Senior VP | (713) 247-7025 | timothy.thurman@bofa.com

SURETY **Bowen, Miclette, & Britt Insurance Agency LLC** | 111 North Loop West, Suite 400, Houston, TX 77046

Toby Miclette - Surety Bond Producer, Senior VP | (713) 880-7109 | tmiclette@bmbinc.com

INSURANCE **McGriff, Seibels & Williams** | 10100 Katy Freeway Suite 500, TX 77043

Rob Harrison - Senior VP | (713) 940-6544 | rob.harrison@mcgriff.com



BANK OF AMERICA

Timothy Thurman
Senior Vice President

CONFIDENTIAL AND PROPRIETARY TRADE SECRET INFORMATION

GLOBAL BANKING AND MARKETS
TX5-800-14-00 800 CAPITOL ST
HOUSTON, TX, 77002
T 713-247- 7025 F 800-839-9516
timothy.thurman@bofa.com

January 29, 2025

Re: DRC Emergency Services LLC

To Whom It May Concern:

DRC Emergency Services LLC and its affiliates currently have the financial resources to support business operations and the ability to obtain additional resources if needed. The Company, along with a group of co-borrowers with common ownership, has a multi-year syndicated revolving credit facility led by Bank of America N.A. with borrowing capacity up to $850,000,000. The internally generated liquidity of The Companies (including DRC Emergency Services LLC) and their individual owners in combination with the revolver provides ample financial capability to complete large scale jobs without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through February 26, 2029.

Furthermore, DRC Emergency Services LLC has not defaulted on its obligations to the bank and is not currently in default on its obligations.

The owners of DRC Emergency Services LLC and its affiliates have been a valued client of Bank of America since 2008. During that time, they have handled all their depository and loan accounts in a satisfactory manner. We have witnessed DRC Emergency Services LLC complete multiple projects and coordinate large scale efforts with sound execution.

Please feel free to contact me should you need additional information.

Sincerely,

Tim Thurman
Senior Vice President
Bank of America
(713)247-7025
Timothy.Thurman@bofa.com

This Bank Reference Letter is marked confidential and proprietary trade secret information in accordance with the New Mexico Uniform Trade Secrets Section 57-3A-2 and Trade Practices and Regulations § 57-3A-2 and Defend Trade Secrets Act,18 U.S.C. § 1836 et seq.

MICLETTE BOWEN BRITT

CONFIDENTIAL AND PROPRIETARY TRADE SECRET INFORMATION

MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

April 21, 2026

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to $500,000,000 as long as these projects fit within a $1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Executive Vice President

DTM/ab

This Bonding Capacity Letter is marked confidential and proprietary trade secret information in accordance with the New Mexico Uniform Trade Secrets Section 57-3A-2 and Trade Practices and Regulations § 57-3A-2 and Defend Trade Secrets Act,18 U.S.C. § 1836 et seq.

FAMILY OF COMPANIES

INTEGRATED DISASTER RECOVERY SERVICES

Together with our commonly owned affiliates SLS, Cotton Global Disaster Solutions, Forgen, and Callan Marine, DRC can respond immediately to disaster events and provide almost every service that may be required to move through the complete disaster recovery timeline. **We are the only company in the United States that can perform all these services in a streamlined manner from both the contracting and management sides.** This portfolio of companies is under the same ownership and shares all resources and assets, including financial, personnel, equipment and facilities. **DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for towns, cities, and jurisdictions nationwide in disaster recovery services.**

SLS provides the full spectrum of general contracting, construction management, infrastructure, disaster response, and health and humanitarian services throughout North America and beyond. We mobilize within hours to deliver emergency sheltering, mass population care, catering, field hospitals, and rapid repairs – bringing immediate relief and stability when disaster strikes. With an aggregate bonding capacity of $4 billion, SLS executes large-scale assignments for federal, state, regional, county, and municipal clients, with a strong focus on the rehabilitation, reconstruction, and recovery of disaster-impacted communities. Our capabilities also include infrastructure and facility construction; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial, and marine facility construction.

Cotton Global Disaster Solutions (Cotton GDS) is a leading provider of commercial disaster recovery solutions throughout the US, Mexico, Puerto Rico, and the Caribbean. Cotton GDS delivers 24-hour emergency response, restoration, and construction services for catastrophic events of any scale – including water and fire damage mitigation, structural drying, environmental response, emergency power, HVAC decontamination, and content and document recovery. In addition, Cotton GDS offers full-service construction, commercial roofing, selective demolition, structural repairs, and expedited reconstruction coordinated directly with insurance adjusters to streamline recovery. Cotton GDS provides turnkey recovery solutions that minimize operational downtime and restore facilities safely, efficiently, and cost-effectively.

Forgen is one of the largest environmental construction companies in the United States, offering remediation and infrastructure solutions across the country. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.

Callan Marine is a highly specialized marine construction firm capable of providing design, engineering, management, and construction services. We provide every type of marine construction activity including debris management and removal, dredging, shoreline protection, beach renourishment, port/dock facility construction, and wetland construction. Our work restores berthing depths for ship docks and navigation channels and facilitates transportation in our nation's waterways. We are recognized as the leading marine construction service provider on the Gulf Coast, with a long list of government and private clients who continually utilize Callan Marine for comprehensive marine construction services.

COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, and customer-centric service in the industry by upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct, to which all contractors and individuals are expected to adhere. Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include the following:

- Evaluating internal and external compliance issues or concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance with all applicable rules and regulations
- Serving as a valuable line of communication between the company and its customers
- Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.

DRC'S CORE VALUES

APPLICATION OF CORE VALUES

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to uphold these values in every interaction:

- To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to our business partners.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the **first in response** for natural and man-made disasters by being prepared, responsive, and competent, and by demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any shortcuts when it comes to our ethical values and standards of conduct.

QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote **efficient and safe operations** in the provision of **quality services.** DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the Village of Ruidoso in the wake of a disaster event. A copy of the Quality Control Plan is available for review upon request. Our mission is to provide the most dependable, honest, and customer-centric services in the industry by building lasting relationships with the clients we serve.

We are among the leading disaster management companies in the United States, specializing in providing emergency preparation, disaster response, and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

PROMPT DAMAGE RESOLUTION

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repairs.
- DRC will investigate all damage complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

DOCUMENTATION & DATA MANAGEMENT

DATA CENTER

DRC's comprehensive QA/QC program is supported by a full-time, dedicated data management team that provides continuous oversight throughout all phases of operations. The Data Center is staffed by experienced personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. This team is responsible for real-time data verification, load ticket reconciliation, reporting accuracy, compliance monitoring, and quality control measures to ensure operational efficiency, accountability, and audit-ready documentation at all times.

Due to the urgent nature of DRC's work, we have developed systems to ensure that the Company remains online and in contact across its network at all times. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day.

INVOICING PROCEDURE

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- An invoice is created, along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the Village.
- Once the invoice and ticket data have been 100% reconciled, the Monitoring Firm or the reconciliation contact with the jurisdiction recommends the invoice to FEMA for payment.
- Frequency: invoicing is usually performed on a biweekly basis.

DAILY REPORTS

DRC shall submit daily progress and quality control reports to the Village for all activities. Each report will contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for the next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed

- Problems encountered or anticipated and proposed solutions

Daily Reports are co-signed by the Village's inspector to verify work performed. In addition, the Village receives an original copy of all load tickets and receives and verifies for co-signature a Daily Reconciliation Sheet listing each load ticket, truck number, crew number, street, truck volume, percent full, credited volume of debris removed, and the total volume removed for the day. This Daily Reconciliation Sheet can become the invoicing document for the contract.

DOCUMENTATION AND RECOVERY PROCESS

Prior to the beginning of wildfire season, DRC will meet with the Village and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phases of debris removal. At all times, DRC will provide the Village access to all work sites and disposal areas. DRC and the Debris Management Monitor will have personnel in place to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site. The Debris Management Monitor will coordinate data recording and information management processes, including but not limited to the following:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and Temporary Debris Staging and Reduction Site information, including reconciliation and photographic documentation processes.
- Provide daily, weekly, or other periodic reports for the Village managers and DRC, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the Village and the Debris Management Monitor
- Review documentation for accuracy
- Assist in preparation of claim documentation

DRC understands that complete and accurate records are required for the receipt of federal funds. We will provide the Debris Management Monitor with all requested information that is necessary for proper documentation. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address likely concerns of the reimbursement agencies.

COMMUNICATION & IN-FIELD TECHNOLOGY

COMMUNICATION TECHNOLOGY

Real-time communication is used to facilitate the field team's access to project resources and allow reporting by the field teams to program management. Radios/cell phones are used to initiate mobilization, support communication between the off-site and on-site personnel before utilities are established, and provide a means of ongoing communication with the site management team. Cellular technology has been fortified and reinforced over the past decade, and recent events have proven that even if cellular telephone capability is impacted, text messaging is almost always available due to the minimal bandwidth required. Should this technology fail, DRC has satellite radios, which can be deployed in a matter of hours. DRC's field staff also regularly use StarLink immediately after disasters to maintain lines of communication with our management and our clients. This technology mitigates any challenges that have previously arisen from disruptions to telecommunication services after a disaster.

IN-FIELD TECHNOLOGY

PROJECT MANAGER'S TOOLBOX

In the field, Project Managers utilize iPads to access DRC's Project Manager's Toolbox, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The tool applies to all aspects of project management, including the following:

- Real-time damage and complaint reporting and resolution
- TDSRS reporting and site close out documentation
- Operations planning and daily reporting for client, monitor, and office
- Zone assignments and progress tracking
- Push Crew Tracking complete with time-stamped, geotagged photo backup

The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

MAPLINE

DRC utilizes innovative digital mapping technology to create custom maps specific to each project and jurisdiction. Maps may include any or all of the following:

- Equipment Staging Areas
- Collection Grids
- Landfills and TDSRS Locations
- Milage Radius for Tiered Hauling Distances

Mapline is utilized to optimize routing and send precise coordinates to operators in the field. Maps are updated in real time and are readily accessible in the field through phones and iPads.

CLIENT INTERACTION PROGRAM

At DRC we take very seriously the faith placed in our team upon selection by the Village of Ruidoso as the Disaster Debris Management Provider. Having been the primary provider of services on some of the largest and most destructive events to ever impact our country, we appreciate and recognize the amount of information and interaction necessary for us to be completely prepared to provide the most effective debris removal program to the Village of Ruidoso.

It is for this reason that the DRC Management and Operations Team spends as much time as is necessary working with local government leaders in times of non-event to gain that essential, in-depth understanding of local issues, priorities, concerns, and objectives, to provide a level of responsiveness that is unmatched in the industry. DRC's Regional Manager will meet regularly with the Village of Ruidoso to discuss items such as Temporary Debris Staging and Reduction Site viability, priority roadways, critical access, and infrastructure concerns.

In any post-event scenario, participation by select Village staff is critical. Village employees, generally from Public Works or Solid Waste, provide direction and support pertaining to project approach, prioritization of push and collection routes, critical roadways and facilities, and physical nuances DRC might otherwise not know. DRC will begin to develop relationships with those responsible within the local government immediately upon contract award to establish and gain a deep understanding of the unique needs, concerns, and priorities of the Village.

At no cost to the Village, DRC will provide an annual "Pre-Season Debris Response & Readiness Workshop" whereby members of the Village Debris Team, Public Works, and Finance & Administration can be updated on policy and guidance changes, roles and responsibilities of your debris management provider, and overall disaster debris educational training. These annual workshops have been immensely successful throughout the country, allowing the DRC team to interact with clients, share important information, and refresh local points of contact in the months leading up to wildfire season.

During times of post-event activation, DRC will engage the Village staff and seek input continually, by way of daily meetings with all project participants, field interaction, and comprehensive daily reporting. This consistent interaction has successfully proven on past activations to keep critical lines of communication in place, provide complete transparency into the daily process, progress, challenges, and accomplishments, and provide early answers to the public and local government officials.

DRC firmly believes in serving clients year-round and not just at the time of an event or activation. Whether we are needed to respond to a minor contract activation or a large-scale catastrophic event, DRC believes that adequate planning and preparation are key to a successful and fully reimbursable debris removal program.

RELATIONSHIP BETWEEN DRC AND THE DEBRIS MANAGEMENT MONITOR

Building a positive working relationship between DRC and the debris management monitoring firm is crucial to the success of any project. For more than 20 years, DRC has worked with third party debris monitoring firms to achieve success in projects of all sizes. We have worked with nearly all of the debris management monitoring firms in the United States. Thus, it is very rare that DRC begins a debris project without already being familiar with the firm and their personnel.

As such, DRC has worked with the systems and software of all the major third-party monitoring firms. From manual ticketing to the more technical electronic tracking and ticketing systems, DRC has experience with every iteration existing today. DRC's understanding of the key elements of 44 CFR and FEMA 325 also enables DRC to operate congruently with the monitoring firm. DRC's team is prepared to work effectively with the Village's chosen monitor.

POST EVENT EVALUATIONS

HOT WASH MEETINGS

DRC holds a Hot Wash with each jurisdiction post event. A Hot Wash is an after-action evaluation that occurs between DRC and the client. This post activation meeting serves as a forum for the client to discuss the project as a whole, the processes that were implemented, and any potential improvements. Additionally, DRC has an internal meeting to discuss development strategies and innovative concepts for future activations.

SUBCONTRACTOR EVALUATION

DRC has a large network of subcontractors and maintains long-standing relationships with trained and exclusively committed key subcontractors. Additionally, DRC strongly believes the use of local resources is vitally important to a successful disaster recovery operation. For decades, DRC has been building relationships with subcontractors across the nation. DRC utilizes a 55-point Post Event Subcontractor Evaluation Form to aid in building our reliable network of subcontractors.

"I highly recommend DRC Emergency Services for your disaster debris removal services. We have worked with the DRC team for several years and had to activate them in 2024 following Hurricane Beryl. Within 8 hours of the storm passing, they had crews in town with equipment to start clearing roads and making way for our crews to get out and survey the community. They are able to handle every aspect of your debris removal program and will do so with a professionalism that often seems to be lacking these days. I cannot say enough good things about DRC."

- Will Blackstock, Director of Special Projects, Emergency Management Coordinator, City of Clute, Texas

SUSTAINABILITY

DRC is committed to the protection and restoration of communities and ecosystems affected by disasters. Although many of the events we respond to are caused by the forces of nature, these events often result in widespread environmental impacts. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with the care that defines DRC's work.

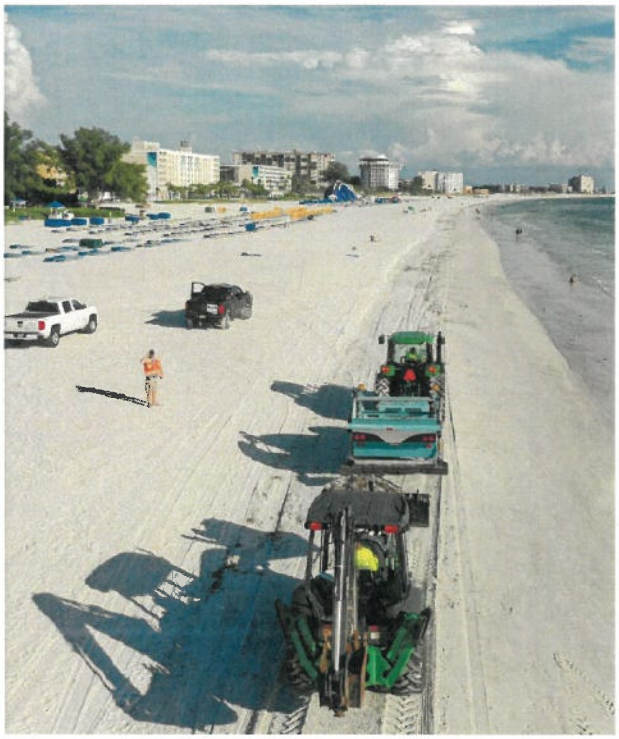
The removal of debris and waste materials, the restoration of damaged and compromised natural and constructed habitats, and in some cases the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work and its byproducts have minimal to no environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposal of all the materials that we remove.

PROTECTING WILDLIFE IN ENVIRONMENTALLY SENSITIVE AREAS

DRC has a long history of successfully protecting wildlife and ecology in environmentally sensitive areas.

- In 2023, DRC removed sargassum from Sarasota beaches while coordinating with turtle surveyors and the Florida Department of Environmental Protection to implement proper procedures and ensure the protection of turtle nests.
- In 2021, DRC implemented measures to protect the local manatee population while performing marine debris removal, submerged vehicles removal, and the removal, screening, and placement of sand in Jefferson Parish, Louisiana. During this project, DRC mobilized 138 trucks on a single day.
- In 2008, DRC was activated in 23 Texas jurisdictions in the response to Hurricane Ike. Before commencing our debris removal operation in the ecologically sensitive coastal areas of Galveston Island, DRC staff received specialized training on how to protect the Kemp's Ridley Sea Turtle.

PINELLAS COUNTY RED TIDE



In 2018, DRC was activated in Pinellas County, Florida to remove and dispose of dead fish resulting from a one-million-acre red tide bloom in the Gulf of Mexico. A red tide bloom is caused by algae that produce toxins that kill aquatic life, make the surrounding air difficult to breathe, and often turn the water red. DRC efficiently removed over 3.6 million pounds of dead fish in a three-month span, using a variety of equipment. Shrimp boats were used to scoop up the dead fish offshore before they hit the beaches and inland waterways. For the fish that made it to shore, as well as into the canals, we implemented skimmer boats and beach rakes. DRC successfully cleaned and maintained 45 miles of coastline, keeping the beaches suitable for visitors. With the assistance of the United States Coast Guard, we were able to monitor the red tide plume's movement by helicopter, coordinating with the Florida Wildlife Commission as to the migration and effect of the algae. DRC and our partners on this project were awarded the 2018 Environmental Project of the Year by the West Coast Branch of the American Public Works Association.

BP DEEPWATER HORIZON OIL SPILL

DRC successfully performed in several contracts directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. DRC conceived, executed, supervised, and funded a 150-mile Gulf of Mexico shoreline protection system in response to the oil spill. We relied on our depth of knowledge of debris handling in ecologically sensitive environments to guide the placement, management, and removal of oil containment boom. DRC staff had a personal interest in protecting the Gulf Coast as they were among the affected residents.

During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

DRC was tasked with designing coastal protective systems and unique collection programs along more than one hundred miles of estuaries in southwest Louisiana. The programs involved intensive employee training relative to the identification and protection of wildlife nesting and reproduction areas. DRC also played a role

in setting up wildlife recovery and cleaning stations in Plaquemines Parish, Louisiana, where employees volunteered to help conduct rehabilitation and release programs.

RECYCLING

DRC has a wealth of experience performing landfill avoidance projects.

- Following Hurricane Ian in 2022, DRC was activated in 20 jurisdictions, managed 21 TDSRS sites, and removed and disposed of over five million cubic yards of debris in Sarasota County, Florida, and surrounding municipalities. DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected.
- In our response to Hurricane Ike in Houston in 2008, DRC recycled 100% of the more than five million cubic yards of vegetative debris we collected through a joint program with Republic Services. The material was used as alternative daily cover in landfills; as roadbed for temporary roads; as compost; and was given to citizens for use in landscaping. The same year in Galveston, DRC separated materials such as reusable wood, glass, metals, and drywall to achieve a high percentage of material reuse.
- DRC is pleased to have a formal partnership with Agromin, California's largest organics recycler. Agromin was voted Composter of the Year by the US Composting Council. All of the vegetative debris collected by DRC from California clients is composted and 100% recycled by Agromin. These materials are turned into rich soil to nourish agricultural land as well as for use by residents, municipalities, and landscapers throughout the state.

INSURANCE

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of TDSRS sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for the Village that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certificate.

Please see the attached 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.

Kristy Fuentes 6/11/20
Signature Date

Vice President, Treasurer, Secretary
Title (Position)

Please see the attached Debarment Certification (Appendix G).

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

Kristy Fuentes - Vice President, Treasurer, Secretary

Typed Name & Title of Authorized Representative

6/11/26

Date

Signature of Authorized Representative

Please see the attached Non-Collusion Affidavit (Appendix H).

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF Louisiana)
) SS
COUNTY OF Jefferson Parish)

Kristy Fuentes, being first duly sworn, deposes and says:

That he/she is Vice President, Treasurer, Secretary of DRC Emergency Services, LLC 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: _____
Kristy Fuentes - Vice President, Treasurer, Secretary

SUBSCRIBED and sworn to before me this 11th day of June 2026.

Notary Public: _____

My commission expires: CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

53
192

Please see the attached:

- New Mexico Contractor's License
- New Mexico Certificate of Good Standing and Compliance
- Certificate of Insurance
- Addenda

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Clay Bailey
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **DRC EMERGENCY SERVICES, LLC**

PERMANENT LICENSE #417866

Located at: **111 VETERANS MEMORIAL BLVD SUITE 401, METAIRE, LA 70005**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

12/06/2024

Signature of Contractor

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

DRC EMERGENCY SERVICES, LLC

7175990

the above named entity, a Company organized under the laws of Alabama, is duly authorized to transact business in New Mexico as a Foreign Limited Liability Company, under the

Limited Liability Company Act **53-19-1 to 53-19-74 NMSA 1978**

having filed its Application for Registration on March 21, 2023, and Certificate of Registration issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **September 9, 2024**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0099743

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at https://portal.sos.state.nm.us/bfs/online and following the instructions displayed under **Certificate Validation.**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2026

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: Turner Murphy
McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	PHONE (A/C, No. Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: turner.murphy@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Argonaut Insurance Company	19801
INSURER D : Vantage Risk Specialty Insurance Company	16275
INSURER E :	
INSURER F :	

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES **CERTIFICATE NUMBER:** T6BF8N4C **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			MWZY31921226	03/31/2026	03/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 200,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB31979226	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MWZX31979326	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001307608 (TX Only) WC929328471754 (All Other States)	03/31/2026	03/31/2027	[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
D	Contractors Pollution & Errors & Omissions			P03CP0000055602	03/31/2026	03/31/2027	Pollution Per Claim Professional Per Claim Policy Aggregate	5,000,000 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP: 2026-009P DEBRIS REMOVAL

The General Liability, Automobile and Excess policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Excess
(continued next page)

CERTIFICATE HOLDER

Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

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 R Michael Breedlove, Jr

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	INSURED DRC Emergency Services, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 06/05/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

ACORD 101 (2008/01)

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CERTIFICATE NUMBER: T6BF8N4C

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: May 29, 2026

Ref: RFP# 2026-009P Debris Removal

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 May 28, 2026:**

Q1. What is the required onsite response time?
A1. Within 48 hours of being notified by the Village of services required.

Q2. What is the maximum number of hours post-event before work must commence?
A2. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request.

Q3. Are any specific professional credentials required to qualify for the contract?
A3. There is a need for personnel to have asbestos removal certification as some buildings may have asbestos in it. Staff should also take the OSHA 30-hour and HAZWOPER training. It is recommended that someone on-site have the Certified Debris Manager offered by the Solid Waste Association of North America. The staff should have an understanding of FEMA PA policies and guidelines related to debris management. Any persons operating commercial vehicles must be properly licensed to operate the vehicle and heavy equipment operators must have appropriate training and certificate for the machinery they are operating. Organizations awarded the contract must comply with NM law, such as requirements by NM Environment Department (NMED) and Construction Industries Division (CID), which will require other licenses and certifications such as hazardous waste handling, contractor license, and solid waste operator certification for example.

Q4. What are the reporting requirements regarding the progress of work performed?
A4. The Village requires a daily log of quantity, trips, and other pertinent information on the debris removal.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Q5. Are there any superseding prior agreements that may impact this contract?
A5. We do not have a current contract.

Q6. When/what was the most recent event that precipitated the activation of the existing or previous contract?
A6. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?
A7. According to the state, who managed the debris operations for the last two years, for the 2024 fires there was approximately 791,459 cu yds and for 2025 monsoon season there was approximately 166,085 cu yds.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A8. We do not have these numbers, as the State stepped in and took care of most of our debris.

Q9. How many times have the incumbent's services been utilized in the previous five years?
A9. We do not have a current contract.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A10. June 11, 2026, @ 3:00 pm MDT

Q11. Why has this bid been released at this time?
A11. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q12. When is the anticipated contract start date?
A12. July 14, 2026

Q13. When is the anticipated award date?
A13. July 14, 2026

Q14. Section II.A and Appendix E state that Organizational Reference Questionnaires are not applicable, however, Section II.B.6 states they are required. Please confirm if Organizational Reference Questionnaires are required for this proposal. If so, will this form be provided?
A14. Section II.B.6. Organization References Due are Not Applicable.

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Q15. Section III.A.2 Please confirm if we are to provide a cost proposal of our own making or if there is a preferred form.

A15. Cost proposals will be of your own making.

Q16. Section III.B.1 states we are to submit 1 original, 3 copies, and 1 electronical copy of the proposal. It also states the we are to provide a redacted version on USB separate from the unredacted version. Are we to provide 1 original and 3 copies of the redacted proposal as well?

A16. Redacted information is only required when submitting confidential information. If your proposal does not contain confidential information, a redacted version is not required.

***All questions must be submitted in writing. Reminder, the last day for written questions is 5/28/2026 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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

DRC Emergency Services, LLC
Company

Signature Kristy Fuentes - Vice President, Treasurer, Secretary

6/1/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 5, 2026

Ref: RFP# 2026-009P Debris Removal

ADDENDUM #2

The following is provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Additional language added in bold to:**
   Appendix F – Detailed Scope of Work
   Scope of Services –
   Debris includes, but is not limited to, vegetative debris, construction and demolition debris, **household furniture, goods and waste**, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

2. **Change to Sequence of Events:**
   II. Conditions Governing the Procurement
   A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	May 21, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 11, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	May 28, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 16, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 16, 2026 – June 18, 2026
9. Selection of Finalists	Evaluation Committee	June 18, 2026
10. Best and Final Offers	Finalist Offerors	June 18, 2026

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11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	June 24, 2026
13. Contract Awards	VOR/ Finalist Offerors	June 24, 2026
14. Protest Deadline	VOR	15 Days from award

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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

DRC Emergency Services, LLC
Company

Signature Kristy Fuentes - Vice President, Treasurer, Secretary

6/23/26
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

DRC EMERGENCY SERVICES
Striking Back.

Proposal By
DRC Emergency Services, LLC
26325 US Hwy 70
Ruidoso Downs, NM 88346

COST PROPOSAL

RFP# 2026-009P Debris Removal

Village of Ruidoso
Procurement Manager
313 Cree Meadows Drive
Ruidoso, NM 88345

New Mexico Contractor's License Number:
417866

Clif Kennedy
Regional Manager
ckennedy@drcusa.com
c: (713)715-8772
f: (504)482-2852

Kristy Fuentes
Vice President of
Compliance
and Administration
kfuentes@drcusa.com

June 16, 2026
at 3:00 PM

Ruidoso (Village of), New Mexico
Pricing Sheet

1. VEGETATIVE DEBRIS			
a.	Pick up vegetative debris and haul to DMS or LANDFILL. (0-25 miles)	CUBIC YARD	$ 14.48
b.	Pick up vegetative debris and haul to DMS or LANDFILL. (26-50 miles)	CUBIC YARD	$ 14.48
c.	Pick up vegetative debris and haul to DMS or LANDFILL. (51-75 miles)	CUBIC YARD	$ 18.48
d.	Pick up vegetative debris and haul to DMS or LANDFILL. (76-100 miles)	CUBIC YARD	$ 24.48
e.	Pick up vegetative debris and haul to DMS or LANDFILL. (101 or more miles)	CUBIC YARD	$ 26.48
Notes:			

2. CONSTRUCTION & DEMOLITION DEBRIS (C & D), CONCRETE, AND METAL			
a.	Pick up Construction & Demolition (C&D) materials and haul to DMS or LANDFILL. (0-25 miles)	CUBIC YARD	$ 16.98
b.	Pick up C&D materials and haul to DMS or LANDFILL. (26-50 miles)	CUBIC YARD	$ 26.98
c.	Pick up C&D materials and haul to DMS or LANDFILL. (51-75 miles)	CUBIC YARD	$ 28.98
d.	Pick up C&D materials and haul to DMS or LANDFILL. (76-100 miles)	CUBIC YARD	$ 34.98
e.	Pick up C&D materials and haul to DMS or LANDFILL. (101 or more miles)	CUBIC YARD	$ 42.78
f.	Pick up concrete and haul to DMS or LANDFILL. (0-25 miles)	CUBIC YARD	$ 82.50
g.	Pick up concrete and haul to DMS or LANDFILL. (26-50 miles)	CUBIC YARD	$ 82.50
h.	Pick up concrete and haul to DMS or LANDFILL. (51-75 miles)	CUBIC YARD	$ 82.50
i.	Pick up concrete and haul to DMS or LANDFILL. (76-100 miles)	CUBIC YARD	$ 82.50
j.	Pick up concrete and haul to DMS or LANDFILL. (101 or more miles)	CUBIC YARD	$ 82.50
k.	Pick up metal and haul to DMS or LANDFILL. (0-25 miles)	CUBIC YARD	$ 14.48
l.	Pick up metal and haul to DMS or LANDFILL. (26-50 miles)	CUBIC YARD	$ 14.48
m.	Pick up metal and haul to DMS or LANDFILL. (51-75 miles)	CUBIC YARD	$ 18.48
n.	Pick up metal and haul to DMS or LANDFILL. (76-100 miles)	CUBIC YARD	$ 24.48
o.	Pick up metal and haul to DMS or LANDFILL. (101 or more miles)	CUBIC YARD	$ 26.48
Notes:			

3. CONTAMINATED DEBRIS			
All contaminated debris must be burrito wrapped and transported to approved disposal facilities with lining, as determined by the New Mexico Environment Department.			
a.	Wrap and transport contaminated debris, ash and soil (0-25 miles)	CUBIC YARD	$ 123.98
b.	Wrap and transport contaminated debris, ash and soil (26-50 miles)	CUBIC YARD	$ 176.05
c.	Wrap and transport contaminated debris, ash and soil (51-75 miles)	CUBIC YARD	$ 296.25
d.	Wrap and transport contaminated debris, ash and soil (76-100 miles)	CUBIC YARD	$ 296.25

e.	Wrap and transport contaminated debris, ash and soil (101 or more miles)	CUBIC YARD	$ 382.50
Notes:			
4. CLEAN FLOOD DEBRIS			
a.	Transport clean sediment, soil, and rock (0-25 miles)	CUBIC YARD	$ 38.73
b.	Transport clean sediment, soil, and rock (26-50 miles)	CUBIC YARD	$ 40.73
c.	Transport clean sediment, soil, and rock (51-75 miles)	CUBIC YARD	$ 42.73
d.	Transport clean sediment, soil, and rock (76-100 miles)	CUBIC YARD	$ 44.73
e.	Transport clean sediment, soil, and rock (101 or more miles)	CUBIC YARD	$ 46.73
Notes:			
5. PROCESSING / REDUCING DEBRIS & DEBRIS AND SITEMANAGEMENT			
a.	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	$ 4.42
b.	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	$ 5.42
Notes:			
6. DEBRIS SITE MANAGEMENT			
a.	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, acceptance, erosion control, based on incoming cubic yards.	CUBIC YARD	$ 1.88
Notes:			
7. FINAL DISPOSAL			
NOTE: Disposal fees shall be supported by landfill tickets / disposal facility receipts prior to payment.			
a.	DISPOSAL FEES - Vegetative, pass-through cost.	PASS THROUGH	
b.	DISPOSAL FEES - C&D / Mixed Debris, pass-through cost.	PASS THROUGH	
Notes:			
8. HAZARDOUS STUMPS and HAZARDOUS TREES			
a.	Removal of hazardous stump from ROW or public property. Less than 24".	EACH	$ 150.00
b.	Removal of hazardous stump from ROW or public property. 24"to 36" diameter.	EACH	$ 200.00
c.	Removal of hazardous stump from ROW or public property. 37"to 48" diameter.	EACH	$ 300.00
d.	Removal of hazardous stump from ROW or public property. 49"> diameter.	EACH	$ 400.00
e.	Backfill - supply and placement of clean fill dirt into holes created by stump removal in the ROW.	CUBIC YARD	$ 1.00
f.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. Less than 6" trunk measured at 4.5' (Diameter breast height - height (DBH)).	EACH	$ 175.00
g.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 6" to 12" trunk measured at 4.5' (DBH).	EACH	$ 225.00
h.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 13" to 24" trunk measured at 4.5' DBH	EACH	$ 395.00

i.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 25" to 36" trunk measured at 4.5' DBH	EACH	$ 495.00
j.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 37" to 48" trunk measured at 4.5' DBH	EACH	$ 595.00
k.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 49"> trunk measured at 4.5' DBH	EACH	$ 750.00
l.	Removal of hazardous hanging limbs (Hangers) from limbs hanging over ROW or public property. 2" < at break	PER TREE	$ 88.50
m.	Removal of hazardous hanging limbs (Hangers) from limbs hanging over ROW or public property. 2" > at break	PER TREE	$ 88.50
Notes:			
9.	**WHITE GOODS, HOUSEHOLD HAZARDOUS WASTE, and ASBESTOS DISPOSAL**		
a.	White Goods, Remove and transport to DMS or approved disposal facility.	PER UNIT	$ 70.00
b.	Freon, Remove and transport to DMS or approved disposal facility.	PER UNIT	$ 40.00
c.	Household Hazardous Waste (HHW) removal from private property to Debris Management Site (DMS) for segregation and sorting.	PER POUND	$ 16.98
d.	Asbestos Abatement Debris Disposal	CUBIC YARD	$ 547.30
e.	Asbestos Sample Collection per Residential Parcel	EACH	$ 585.00
f.	Lab Testing of Asbestos Sample (72 hr)	EACH	$ 56.00
g.	Lab Testing of Asbestos Sample (24 hr)	EACH	$ 100.00
Notes:			
10.	**OTHER SERVICES**		
a.	Sand Screening & Collection: Removal and screening of debris-laden sand from public property, stockpiling debris at DMS, and replacing screened sand back on beaches.	CUBIC YARD	$ 38.68
b.	Removal and disposal of animal carcass.	PER POUND	$ 3.00
c.	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	$ 250.00
d.	Derelict vessel removal and transportation to secure storage site. (Vessels under 22 feet)	EACH	$ 750.00
e.	Derelict vessel removal and transportation to secure storage site. (Vessels 22 feet and greater)	EACH	$ 1,250.00
f.	Operation of secure storage site as part of the TDSR for derelict vehicles.	PER DAY	$ 1,750.00
g.	Electronic waste removal from ROW and dispose at State-approved site.	PER UNIT	$ 50.00
h.	Household hazardous waste (HHW) removal from ROW and dispose at State-approved site.	PER POUND	$ 16.98
i.	Cleaning and clearing of storm drain lines. Drain line diameter 0 - 15 inches.	PER LINEAR FOOT	$ 12.50
j.	Cleaning and clearing of storm drain lines. Drain line diameter 15.01 - 36 inches.	PER LINEAR FOOT	$ 16.50
k.	Debris to be placed on the ROW for collection as regular debris.	CUBIC YARD	$ 19.98
l.	Cleaning and clearing of catch basins and inlets. (smaller than the provided sizes)	EACH	$ 400.00
m.	Cleaning and clearing of catch basins and inlets. 4' x 4'	EACH	$ 400.00
n.	Cleaning and clearing of catch basins and inlets. 8' x 8'	EACH	$ 450.00
o.	Cleaning and clearing of catch basins and inlets. 10' X 10'	EACH	$ 500.00
p.	Cleaning and clearing of catch basins and inlets. 20' x 20'	EACH	$ 750.00
q.	Cleaning and clearing of catch basins and inlets. (larger than the provided sizes)	EACH	$ 950.00
r.	Chimney Tipping per APN	EACH	$ 1,200.00
Notes:			
11.	**DEMOLITION OF STRUCTURES**		

Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a State-approved DMS or landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. *Includes the removal of **PRE-APPROVED** concrete slabs.			
a.	0 - 25 miles one way haul	CUBIC YARD	$ 128.50
b.	26-50 miles one way haul	CUBIC YARD	$ 132.50
c.	51-75 miles one way haul	CUBIC YARD	$ 138.50
d.	76-100 miles one way haul	CUBIC YARD	$ 148.50
e.	101+ miles one way haul	CUBIC YARD	$ 154.50
Structure demolition with regulated asbestos containing materials (RACM) construction and demolition debris loaded at the designated work zone and hauled to a State-approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. *Includes the removal of **PRE- APPROVED** concrete slabs.			
f.	0 - 25 miles one way haul	CUBIC YARD	$ 158.50
g.	26-50 miles one way haul	CUBIC YARD	$ 162.50
h.	51-75 miles one way haul	CUBIC YARD	$ 168.50
i.	76-100 miles one way haul	CUBIC YARD	$ 178.50
j.	101+ miles one way haul	CUBIC YARD	$ 184.50
Notes:			
12. HOURLY RATES (PERSONNEL)			
	Administrative Assistant	HOUR	$ 35.00
	Clerical / Individual	HOUR	$ 35.00
	ISA Certified Tree Climber	HOUR	$ 95.00
	Crew Leader	HOUR	$ 75.00
	Electricians	HOUR	$ 125.00
	Equipment Operator (OSHA Certification, Operator's Certification, State Certification)	HOUR	$ 95.00
	Field Technician	HOUR	$ 85.00
	Foreman	HOUR	$ 85.00
	Laborer	HOUR	$ 65.00
	Chainsaw Operator	HOUR	$ 65.00
	Project Manager	HOUR	$ 115.00
	Superintendent	HOUR	$ 95.00
	Survey Person	HOUR	$ 85.00
	Traffic Control	HOUR	$ 55.00
	Driver (Non-Certified)	HOUR	$ 60.00
	Driver (with Commercial Driver's License)	HOUR	$ 65.00
	Equipment and Vehicle Mechanic	HOUR	$ 150.00
	Welder	HOUR	$ 150.00
	Archeologist Director	HOUR	$ 286.65
	Archeologist	HOUR	$ 203.36
	Arborist	HOUR	$ 137.50
	Site Assessor w/ HZWPR40 Training	HOUR	$ 167.00
	Documentation Tech w/ HZWPR40 Training	HOUR	$ 115.50
	Documentation Tech	HOUR	$ 56.00
	Air Monitoring Tech	HOUR	$ 132.95

	Air Monitoring Equipment	EACH	$	100.00
	Data Manager / Planning Support	HOUR	$	114.25
	GIS Manager	HOUR	$	95.50
	Asbestos Inspector	HOUR	$	195.00
	Asbestos Abatement Personnel	HOUR	$	91.00
Notes:				
13. EMERGENCY ROAD CLEARANCE / HOURLY RATES (EQUIPMENT)				
Includes: operator, fuel, maintenance.				
	Bucket Truck - 50ft	HOUR	$	240.00
	Bucket Truck - 50ft to 75 ft	HOUR	$	275.00
	Chipper w/ 2-person crew	HOUR	$	295.00
	Crane, 30Ton	HOUR	$	250.00
	Crane, 50Ton	HOUR	$	350.00
	Crane, 100Ton	HOUR	$	650.00
	Bulldozer - tracked, CAT D4	HOUR	$	150.00
	Bulldozer - tracked, CAT D6	HOUR	$	160.00
	Bulldozer - tracked, CAT D7	HOUR	$	190.00
	Bulldozer - tracked, CAT D8	HOUR	$	225.00
	Dump Truck, 5 to 15 CY	HOUR	$	95.00
	Dump Truck, 16 to 24 CY	HOUR	$	125.00
	Dump Truck, 25 to 34 CY	HOUR	$	145.00
	Dump Truck (Trailer dump w/ Tractor) 35 to 44 CY	HOUR	$	140.00
	Dump Truck (Trailer dump w/ Tractor) 45 to 54 CY	HOUR	$	155.00
	Dump Truck (Trailer dump w/ Tractor) 55 to 64 CY	HOUR	$	160.00
	Dump Truck (Trailer dump w/ Tractor) 65 to 74 CY	HOUR	$	175.00
	Dump Truck (Trailer dump w/Tractor) > 75 CY	HOUR	$	185.00
	Excavator, Hydraulic - 1.5 CY, CAT 320	HOUR	$	210.00
	Excavator, Hydraulic - 2.5 CY, CAT 325	HOUR	$	225.00
	Excavator, Hydraulic - 3.5> CAT 330	HOUR	$	250.00
	Excavator/Trackhoe, Rubber Tire (w/debris grapple), CAT 315C / JD,160C / VolEC160	HOUR	$	250.00
	Forklift - Extend Boom w/ debris grapple	HOUR	$	125.00
	Fuel Truck (1,000 gallon)	HOUR	$	150.00
	Light Tower, portable w/ generator	HOUR	$	50.00
	Loader - Bobcat 753 or JD648-E w/ debris grapple	HOUR	$	140.00
	Loader - rubber tire front end (2-5 CY capacity)	HOUR	$	225.00
	Loader - Front End, 544 or equal w/ debris grapple	HOUR	$	240.00
	Loader - Knuckleboom - 216 Prentice	HOUR	$	240.00
	Loader - Self, Knuckleboom Truck, 25-35 CY Body	HOUR	$	195.00
	Loader - Self, Knuckleboom Truck, 35 - 45 CY Body	HOUR	$	220.00
	Loader - Skid Steer - 753 Bobcat w/ bucket	HOUR	$	140.00
	Loader - Trackhoe 690 JD or equal	HOUR	$	220.00
	Loader - wheel, CAT 955	HOUR	$	250.00
	Loader-wheel, CAT966	HOUR	$	265.00
	Low Bed Equipment Trailer, 12 Ton capacity & tractor	HOUR	$	115.00
	Low Bed Equipment Trailer, 35 Ton capacity & tractor	HOUR	$	135.00
	Low Bed Equipment Trailer, 50 Ton capacity & tractor	HOUR	$	150.00
	Motor grader, CAT 125 - 140 HP	HOUR	$	110.00
	Rubber tired front-end loader, 3 - 5 CY capacity	HOUR	$	230.00
	Soil Compactor 80 HP, Case / Cat/ Wacker	HOUR	$	125.00
	Soil Compactor 81 HP+, Case / Cat / Wacker	HOUR	$	140.00
	Stump Grinder (30" diameter or less) Vermeer 252	HOUR	$	395.00
	Stump Grinder (greater than 30" diameter) Vermeer 752	HOUR	$	450.00
	Stump Grinder, Vermeer 60TX	HOUR	$	450.00
	Trackhoe, 2 -3 CY capacity, with operator	HOUR	$	230.00
	Tub Grinder - 12 ft., Morbark 1200/650 HP	HOUR	$	295.00
	Tub Grinder - 13 ft., Morbark 1300/850 HP	HOUR	$	495.00

	Tub Grinder - 14 ft., Diamond Z 1463 / 1600 HP	HOUR	$ 495.00
	Water Truck - 2000 gallon	HOUR	$ 195.00
	Air Curtain Pit Burner (Self-contained)	HOUR	$ 195.00
	Air Curtain Refractory Incinerator	HOUR	$ 195.00
	Pickup Truck, 1/2 Ton	HOUR	$ 350.00
	Pickup Truck, 3/4 Ton	HOUR	$ 375.00
	Pickup Truck, 1 Ton (4 x 4)	HOUR	$ 400.00
	Passenger Car, full size	HOUR	$ 350.00
	Passenger Van, 9 passenger	HOUR	$ 400.00
	Utility Van	HOUR	$ 400.00

VILLAGE OF RUIDOSO NEW MEXICO

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

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PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Highland Enterprises, 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

Consultant
ATTN: Mark Hettinga
Title: President
Street: PO Box 2409
City, State, Zip: Las Cruces, NM 88004
Phone: 575-524-3551
Email: hei@highlandnm.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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. <u>Indemnification.</u>

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. <u>Default and Force Majeure.</u>

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:

Mark Hettinga

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:

Highland Enterprises, Inc.:

Mark Hettinga, President

Date:

ATTEST:
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

Village of Ruidoso
RFP 2026-009P
Debris Removal

Due: June 16, 2026 at 3:00pm

313 Cree Meadow Drive
Ruidoso, NM 88345

Proposal proudly presented by:

HIGHLAND ENTERPRISES • GENERAL CONTRACTOR • LAS CRUCES, N.M. LIC. NO. 44[illegible]

1099

Section Divider

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: Highland Enterprises, Inc. **FEIN#** 85-0220473

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:

Highland Enterprises, Inc.

PO Box 2409, Las Cruces, NM 88004

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

Name Mark Hettinga

Title President

E-Mail Address hei@highlandnm.com

Telephone Number 575-524-3551

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

Name Mark Hettinga

Title President

E-Mail Address hei@highlandnm.com

Telephone Number 575-524-3551

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

Name Justin Hettinga OR Mark Hettinga

Title Project Engineer President

E-Mail Address hei@highlandnm.com

Telephone Number 575-524-3551

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:

_____

_____

(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.

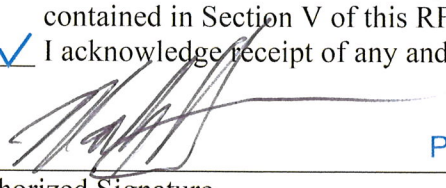
N/A

(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.



President — 06/11/2026

Authorized Signature — Date

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

We acknowledge the receipt of the following addenda:

Addendum #1, received 05/29/26
Addendum #2, received 06/05/26

HIGHLAND ENTERPRISES, INC.

GENERAL CONTRACTOR: LIC. NO. 4460

P.O. BOX 2409: Las Cruces NM 88004: (575) 524 -3551: FAX (575) 526-0835

RESOLUTION REGARDING

PROPER AUTHORIZATION

OF

BID FORMS AND CONTRACT DOCUMENTS

WHEREAS, Highland Enterprises, Inc. desires to submit bids and contract documents in the official form, for construction, it is resolved that Mark Hettinga as the President of the Corporation, Michael Heard as the Vice President of the Corporation or Susan Hettinga as the Secretary of the Corporation be the only authorized members of the Corporation to sign and submit bids and contract documents on the official bid forms and contract documents.

WHEREAS, Highland Enterprises, Inc. Board of Directors agreed to and approved the above regarding bidding of work,

THEREFORE, BE IT RESOLVED, that Mark Hettinga as President of the Corporation, Michael Heard as the Vice President of the Corporation or Susan Hettinga as the Secretary of the Corporation be the only members of the Corporation to authorize the bidding of construction work and the only members authorized to sign the official bid forms and contract documents.

This resolution is a part of the Corporation Minutes this 15th day of April 2024.

Mark Hettinga
President

Village of Ruidoso, New Mexico
Debris Removal
RFP 2026-009P

A. Letter of Transmittal

B. Table of Contents

C. Proposal Summary (Optional)

D. Response to Contract Terms and Conditions

E. Offeror's Additional Terms and Conditions

F. Response to Specifications

1. Experience and Past Performance
2. Technical Approach and Understanding of Scope
3. Emergency Response Capability and Mobilization
4. Compliance, Documentation, and Reimbursement Support
5. Campaign Contribution Form
6. Debarment Certification
7. Non-Collusion Affidavit
8. New Mexico Preferences

G. Other Supporting Material

Proposal Summary

Highland Enterprises, Inc. is pleased to offer our response to the **Village of Ruidoso RFP 2026-009P Debris Removal**. Highland Enterprises is a New Mexico-based contractor with more than 50 years of experience in earthmoving, hauling, clearing, drainage, site restoration, and emergency response operations. As you will see in our summary below and on the following pages in more detail, Highland Enterprises, Inc. is well-suited and aptly equipped to provide disaster debris removal services for the Village of Ruidoso.

Experience & Qualifications

- Operating in New Mexico since 1972.
- Extensive experience in debris-generating and debris-clearing projects, including land clearing, roadway construction, drainage work, and site remediation.
- Completed specialized waste removal projects for the New Mexico Department of Transportation, including homeless encampment abatements and roadside litter removal.
- Experienced in hazardous material handling, including lead paint abatement and disposal of regulated materials.
- Proven emergency response capability demonstrated during the 2006 Hatch flood, where Highland mobilized immediately to protect residents from floodwaters.
- Recent projects in Lincoln County and Ruidoso provide local knowledge and established working relationships.

Technical Approach

- Conduct immediate site assessment and coordinate with Village representatives to establish priorities, hauling routes, staging areas, and disposal locations.
- Self-perform debris removal using company-owned equipment and operators rather than relying on subcontractors.
- Operate Temporary Debris Staging and Reduction Sites (TDSRS) using in-house crushing, screening, grinding, hauling, and water truck resources.
- Implement strict environmental compliance measures, including stormwater management, erosion control, hazardous material segregation, and proper disposal procedures.
- Maintain strong quality control through dedicated superintendents and project management oversight.

Emergency Response & Mobilization

- Owns and maintains more than 300 pieces of equipment and vehicles, including excavators, loaders, dozers, dump trucks, trailers, graders, and water trucks.
- Employs approximately 60 experienced personnel, including CDL drivers with hazmat endorsements, equipment operators, traffic control staff, and project managers.
- Capable of same-day mobilization without dependence on rental equipment.
- Able to deploy multiple crews simultaneously and scale operations as needed.
- Familiar with the Ruidoso and Lincoln County area, allowing rapid establishment of staging and operational sites.

Proposal Summary (Continued)

Compliance & FEMA Documentation

- Strong emphasis on FEMA Public Assistance compliance and reimbursement support.
- Maintains detailed load-ticket tracking for every debris load, including collection location, debris type, volume, and disposal destination.
- Segregates eligible and ineligible debris streams and documents all disposal activities.
- Assigns a dedicated on-site project manager to oversee compliance, reporting, and coordination with Village staff.
- Experienced with federal, state, and environmental regulatory requirements.
- Registered in SAM.gov (CAGE #OHM24), holds New Mexico Contractor License #4460, and maintains approximately 16 active New Mexico state price agreements.

Key Strengths

- **Over 50 years of experience** serving New Mexico public agencies.
- **Large company-owned fleet** enabling rapid emergency response.
- **Experienced workforce** with long employee tenure and specialized certifications.
- **Local knowledge** of Lincoln County and Ruidoso.
- **Strong FEMA documentation and compliance practices** supporting reimbursement efforts.
- **Self-performance capability** that provides greater control over schedule, cost, and quality.

Highland Enterprises, Inc. is a highly experienced, self-sufficient contractor capable of rapidly mobilizing debris removal operations while maintaining strong environmental compliance, documentation, and FEMA reimbursement support for the Village of Ruidoso. We look forward to being of service to this wonderful and resilient community

D. Response to Contract Terms and Conditions

Response to Contract Terms and Conditions
Highland Enterprises, Inc. has thoroughly reviewed the Professional Services Agreement included as Appendix C of RFP #2026-009P. We find the terms and conditions to be reasonable and acceptable, and we concur with all provisions as written.

Highland Enterprises has extensive experience performing work under public contracts governed by New Mexico procurement law, and we are fully familiar with the requirements outlined in this agreement including compensation and payment terms, termination provisions, appropriations contingencies, equal opportunity compliance, workers compensation, records retention, and indemnification obligations.

We note that Section 39 addresses insurance requirements and specifies Workers Compensation and Errors & Omissions coverage. Highland Enterprises maintains comprehensive insurance coverage including general liability and commercial auto insurance in addition to the coverages specified, and we will provide certificates of insurance naming the Village of Ruidoso as an additional insured with the required 30-day cancellation notice prior to contract execution.

Highland Enterprises accepts all contract terms and conditions as set forth in Appendix C without exception or deviation. We are ready to execute the agreement upon award and look forward to serving the Village of Ruidoso

E. Offeror's Additional Terms and Conditions

Offeror's Additional Terms and Conditions

Highland Enterprises, Inc. has no additional terms or conditions to propose. We accept the contract terms and conditions as presented in Appendix C of RFP #2026-009P in their entirety and do not seek any modifications or substitutions. We are prepared to execute the Professional Services Agreement as written upon selection and award.

Section Divider

1. Experience and Past Performance (30 pts)

Highland Enterprises, Inc. has been a general contractor in New Mexico since 1972, and while our work has spanned a wide range of civil construction disciplines, the core of what we do – earthmoving, hauling, clearing, drainage, and site restoration – is precisely the work that disaster debris removal demands. We understand that the Village of Ruidoso is looking for a contractor with proven capacity to move quickly, work safely, and handle the logistical complexity of a large-scale debris operation. That is what we do every day.

Our experience in debris-generating and debris-clearing operations is deep and varied. We have performed large-scale clearing and grubbing on dozens of projects across New Mexico, work that is operationally identical to debris removal: a loader scoops material, loads it into a dump truck, and the truck hauls it to a designated disposal or staging site. We have done this on building pad development, roadway construction, drainage projects, and site remediation work across southern New Mexico and into Lincoln County. The equipment, the crews, and the process are the same whether the material is construction spoil or storm debris.

Beyond standard earthmoving, Highland has direct experience in specialized debris and abatement operations. Under contract with the New Mexico Department of Transportation, Highland has performed homeless encampment abatement across multiple sites statewide, totaling approximately $800,000 in work collecting, hauling, and properly disposing of waste materials in compliance with state requirements. We have also performed roadside litter removal for NMDOT along approximately 100 miles of New Mexico highway corridors in 2024 alone, managing collection, loading, and disposal across extended linear project areas. These contracts are structurally similar to debris removal operations: staged, route-based, multi-crew, documentation-heavy, and subject to regulatory oversight.

1. Experience and Past Performance (30 pts) - continued

Highland also has direct experience with hazardous material handling and proper disposal. At White Sands Test Facility, we performed lead paint abatement removing and disposing of lead-bearing materials to a licensed landfill in full compliance with federal environmental standards. In our utility construction work, we routinely encounter and safely handle pipes and infrastructure containing hazardous materials, wrapping, transporting, and disposing of these items to properly licensed facilities. Our CDL drivers hold hazmat endorsements, and our crews are trained in proper identification, containment, and disposal protocols.

Our most directly relevant emergency response project came in August 2006, when the Placitas Arroyo in Hatch overflowed from excessive rainfall, sending a six-foot wall of water through the Village and displacing approximately 500 residents. The Elephant Butte Irrigation District called Highland in the middle of the night. We responded immediately, mobilized our dozers and earthmoving equipment, and worked approximately 24 hours straight hauling fill material, operating heavy equipment, and constructing emergency embankments to protect the surrounding neighborhood from further inundation. That project demonstrated what Highland does when the call comes after hours: we answer it, and we show up ready to work.

In Lincoln County, Highland completed the Eagle Creek Canyon Road paving project in 2024-2025, a $900,000 roadway contract that gives us active working relationships and logistical familiarity in the Ruidoso area. We have also performed flood control and drainage infrastructure work for Doña Ana County, including the Lily Pond Drainage Infrastructure project ($1,880,054), drainage and erosion control at Veteran's Memorial Park, the Dripping Springs Road Reconstruction ($797,467), and storm drainage work on the City of Las Cruces Bike Pedestrian Infrastructure project ($3,043,648). We hold approximately 16 active New Mexico state price agreements and are registered in SAM.gov (CAGE #OHM24), demonstrating our standing as a compliant, active participant in public procurement.

Highland brings more than 50 years of experience working for New Mexico municipalities, counties, and state agencies. We know how to work within public agency structures, meet documentation requirements, and deliver results under pressure. The Village of Ruidoso can count on us to bring that same track record to this debris removal contract.

2. Technical Approach and Understanding of Scope (25 pts)

Highland Enterprises understands what the Village of Ruidoso is facing. Disaster debris removal is not a single task it is a sustained, coordinated operation that requires clear field organization, a reliable equipment fleet, disciplined hauling logistics, responsible disposal practices, and tight documentation from the first load ticket to the final closeout report. We have built our company around exactly these capabilities, and our approach to this contract reflects that. Our methodology begins before we move a single piece of debris. Upon contract award, we will conduct an immediate site assessment with Village representatives to evaluate debris type, volume, distribution, and access constraints. We will identify priority clearance zones particularly emergency access routes and roadways and sequence our work accordingly. We will designate crew assignments, establish hauling routes, and confirm staging and disposal locations before mobilization is complete.

For debris clearance operations, Highland self-performs using our own operators and equipment. Our excavators and Brackhoes are used for picking and sorting large debris items. Our wheel loaders and skid steers handle bulk material loading from roadways, rights-of-way, and improved properties. All material is loaded directly into our dump trucks tandem dumps, belly dumps, and end dumps for transport to the designated Temporary Debris Staging and Reduction Site or approved disposal facility. We do not rely on subcontractors for this core hauling and loading work, which means we control pace, schedule, and cost.

For TDSRS operations, Highland has the equipment and the experience to establish and operate a reduction site efficiently. We own and operate a track-mounted crusher (2023 KPI-FT4250CC) and screening equipment, giving us the in-house capability to process woody debris, concrete rubble, and mixed construction material. For vegetative debris, Highland owns stump grinders and has direct operational experience with debris burning from our agricultural operations — we understand burn pile management, fire control, and the water truck support required to conduct burns safely and in compliance with applicable air quality and environmental regulations. Our water truck fleet, which includes units ranging from 4,000 to 10,000 gallons, provides the suppression and dust control capacity needed for both burning and crushing operations.

2. Technical Approach and Understanding of Scope (25 pts) - Continued

Environmental compliance is embedded in our standard operating practice. We have carried SWPPP certifications and are experienced in stormwater management, erosion control, and sediment containment on active construction and debris sites. Our CDL drivers hold hazmat endorsements, and we are experienced in the identification, segregation, and proper disposal of hazardous materials including asbestos-containing materials, lead-based paint, and contaminated soils. Any household hazardous waste or regulated materials encountered in the debris stream will be segregated, properly containerized, and transported to a licensed disposal facility never mixed with general debris loads.

Debris eligibility determination is a critical quality control function, and we take it seriously. Our field superintendents are trained to identify eligible versus ineligible debris and to flag mixed loads or questionable materials for supervisor review before they are accepted into the debris stream. We do not commingle eligible and ineligible material, and we maintain load-by-load documentation to support any post-project audit.

Quality control on this contract runs through our superintendent structure. A dedicated on-site superintendent will manage field operations daily, tracking crew assignments, load counts, disposal confirmations, and site safety. A project manager will maintain program-level oversight, coordinating with Village representatives, reviewing documentation, and ensuring our operations remain aligned with the approved scope and any applicable FEMA Public Assistance requirements.

Highland's technical approach is straightforward: we show up with the right equipment, the right people, and the right systems and we do not stop until the work is done.

3. Emergency Response Capability and Mobilization (25 pts)

When the Elephant Butte Irrigation District called Highland Enterprises in the middle of the night during the 2006 Hatch flood, we did not schedule a site visit for the following week. We mobilized our equipment, drove to the site, and worked through the night and into the next day to protect a neighborhood from floodwaters. That is how Highland responds to emergencies and that responsiveness is built into how we run our company.

Highland Enterprises is uniquely positioned among New Mexico contractors to mobilize rapidly for disaster debris removal operations. We own, operate, and maintain a fleet of over 300 vehicles and pieces of equipment including excavators, track hoes, wheel loaders, skid steers, dozers, motor graders, tandem dump trucks, belly dumps, end dumps, lowboy trailers, and water trucks. All of this equipment is maintained in-house by our own mechanics, meaning it is ready to deploy without waiting on rental availability or third-party maintenance. We do not need to make phone calls to equipment companies before we can move. We load our own trailers, drive our own trucks, and put our own operators on the machines.

Our trucking fleet is one of our greatest mobilization assets. We own Kenworth semi trucks, multiple International, Mack, Ford, and Volvo tandem dump trucks, Roadmaster belly dump trailers, end dump trailers, and a full complement of lowboy and flatbed transport trailers. This means we can move heavy equipment to a Ruidoso-area job site the same day a task order is issued no rental lead times, no third-party scheduling, no delays. We have done this before. When a project demands it, we load and go.

Our workforce is equally ready. Highland currently employs 60 people, including OSHA-trained heavy equipment operators, CDL drivers with hazmat endorsements, certified flaggers, traffic control personnel, experienced laborers, and dedicated project management staff. Our employees average more than 10 years with the company, meaning these are not crews learning on the job they are experienced professionals who have worked together across hundreds of projects. In an emergency response context, that cohesion matters.

For sustained operations under emergency conditions, Highland has the depth to run multiple crews simultaneously across different debris clearance zones. Our general superintendent structure allows us to maintain oversight across concurrent work fronts, keeping operations coordinated and quality consistent even as the scale of the operation grows. We can increase crew size and equipment deployment as the scope expands, drawing on our established subcontractor network in the Lincoln County and Ruidoso area for additional support where needed.

Staging is not a concern for us. Through our years of ranching and construction activity in the region, Highland has contacts and familiarity with the Lincoln County area that would allow us to identify and secure a suitable staging site quickly upon contract award. We are accustomed to establishing temporary field operations in communities away from our Las Cruces base we have done this throughout New Mexico on NMDOT, state agency, and municipal contracts.

Emergency roadway clearance is a specific capability we want to highlight. Our motor graders, loaders, and dozers can open blocked roads quickly. Our water trucks and sweepers can address dust and sediment. Our trucking fleet can begin hauling cleared material the same day. For the Village of Ruidoso's most time-sensitive needs getting roads open, protecting public safety, and beginning the recovery process Highland can be on the ground and productive faster than any contractor that relies on rented equipment or subcontracted crews.

We are the Can Do, Will Do company. That is not just a tagline. It is the standard we hold ourselves to every time a client calls.

4. Compliance, Documentation, and Reimbursement Support (20 pts)

Highland Enterprises understands that in a FEMA Public Assistance environment, the documentation is as important as the work. A debris removal operation that is not properly documented is a liability, not an asset to the contractor and to the municipality. We take compliance seriously, and we have the systems, the personnel, and the discipline to support the Village of Ruidoso's reimbursement process from the first load to the final audit.

Our load ticketing system is the backbone of our documentation process. Every load of debris is tracked with a paper load ticket that captures the date, time, driver, truck identification, debris type, collection location, estimated volume or weight, and destination facility. Tickets are collected, reviewed, and compiled daily by our on-site project manager. This creates a continuous, auditable record of all debris movement the kind of documentation that FEMA auditors require and that protects the Village's reimbursement claims against challenge.

Debris eligibility determination is handled in the field by trained supervisors who understand the distinction between eligible and ineligible debris under FEMA Public Assistance guidelines. We segregate debris streams from the point of collection keeping eligible disaster-generated debris separate from ineligible material, and we flag any mixed or questionable loads for review before they are processed or disposed of. We do not commingle loads, and we do not allow eligibility questions to be resolved after the fact.

For this contract, Highland will assign a dedicated project manager who will be present on-site during operations. This is not an administrative function handled from an office in Las Cruces this is a boots-on-the-ground role responsible for day-to-day documentation management, compliance oversight, and direct communication with Village representatives. Our project manager will maintain daily operational logs, coordinate with disposal facility personnel to confirm tipping receipts, document any hazardous material encounters and disposal actions, and prepare the regular progress reports and pay application support that the contract requires.

Highland is experienced in regulatory compliance across multiple frameworks. We have operated under NMDOT price agreement requirements, state agency procurement standards, and federal facility environmental protocols including our lead abatement work at White Sands Test Facility, which required strict chain-of-custody documentation for hazardous waste disposal. Our CDL drivers hold hazmat endorsements, and we are familiar with the manifesting and disposal requirements for regulated materials that may appear in a post-disaster debris stream.

On the environmental compliance side, we have carried SWPPP certifications and are experienced in implementing erosion control, stormwater management, and dust suppression measures on active debris sites. We understand the environmental protections that apply to TDSRS operations, including leachate management, burn area setbacks, and air quality compliance for reduction operations. We will operate our staging and reduction site in full compliance with all applicable New Mexico Environment Department, EPA, and local ordinances.

We are registered and active in SAM.gov (CAGE #OHM24), hold New Mexico Permanent Contractor License #4460 with unlimited dollar authority, and currently hold approximately 16 active New Mexico state price agreements demonstrating our long-standing compliance standing with public procurement requirements across the state. Highland Enterprises will not leave the Village of Ruidoso holding a documentation problem at the end of this contract. We will deliver a complete, organized, auditable record of every load, every disposal receipt, and every operational decision made during this project the foundation the Village needs to pursue full FEMA reimbursement with confidence.

5. **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.

_____ 06/11/2026
Signature Date

President
Title (Position)

6. **Debarment Certification (Appendix G)**

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

Mark Hettinga, President

Typed Name & Title of Authorized Representative

06/11/2026

Date

Signature of Authorized Representative

7. **Non-Collusion Affidavit (Appendix H)**

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Dona Ana)

Mark Hettinga, being first duly sworn, deposes and says:

That he/she is President of Highland Enterprises, 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 11 day of June 2026.

Notary Public: _____

My commission expires: 09/16/26

CELESTE RIVERA
Notary Public - State of New Mexico
Commission # 1138787
My Comm. Expires Sep 16, 2026

8. **New Mexico Preferences**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **HIGHLAND ENTERPRISES, INC.**

DBA: **HIGHLAND ENTERPRISES INC**
PO BOX 2409
LAS CRUCES, NM 88004-2409

Expires: **09-Jan-2027**

Certificate Number:

L1977722480

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Section Divider

Mark Hettinga—President

Project Manager, Project Lead, Scheduler

Education

NMSU – BA in Business Administration & Real Estate
CCIM Courses 1992-1998

Professional Affiliations

Las Cruces Home Builders Association 2018 President
Developers Council
Builders Industry Association of Southern NM
Chamber of Commerce Member
Mesilla Valley Economic Development Association Member

Civic Affiliations and Organizations

Donald R. Kemp Youth Hunt Club
Associate Member
Kids of the Southwest Bass Association
Southwest Junior Bass Master Associate Member
Southwest Bass Master: President
Picacho Gun Club – Past President
Lions Club – Past Fund Raising Chairman

Construction Experience

Highland Enterprises Inc.
Construction Management, Estimating, Sales – 1999-Present
Equipment Operator, Asphalt Paving Crew, Construction Staking – 1984-1988
Concrete Crew, Steel Erection Crew – 1979-1982

645 S. Compress Road
Las Cruces, NM 88005
PO Box 2409
Las Cruces, NM 88004
575-524-3551 (o)
hei@highlandnm.com

Mike Heard—Vice President, Project Manager

Vice President, Project Manager, Estimator
January 2021—Present
Responsibilities include bidding, scheduling, orders, contractual agreements, design, and daily management of jobs.

Resolex Chile Oleo Extraction Plant
SHIFT SUPERVISOR/PLANT OPERATIONS SPECIALIST
December 1993 – 1995
Daily plant operation, equipment purchases, plant modification and improvement, boiler operation and maintenance.

Highland Enterprises Inc.
CONSTRUCTION SUPERINTENDENT
December 1981 – December 1993; December 1995 – January 2021
Supervision of construction crews for dirt work, concrete slabs and structural steel erection, tilt wall construction, framing, interior finishes, scheduling materials and subcontractors. Daily reports, time cards, and site safety meetings.

Bowen Industries
FOREMAN PIPE WELDER
Supervision of pipe fabrication and installation in Monahans, Texas for Dow Chemical Company. Pipe fitter and welder. Responsible for daily time cards and weekly reports.

645 S. Compress Road
Las Cruces, NM 88005
PO Box 2409
Las Cruces, NM 88004
575-524-3551 (o)
hei@highlandnm.com

Joel C. Nieto – Estimator, Senior Project Manager

July 21, 2025—Present

Responsibilities include estimating, bidding, and management of civil projects; serving as a mentor to other Project Managers and field personnel.

EDUCATION & LICENSES

Civil Engineering, New Mexico State University – Las Cruces, NM

City of Denver, CO: ROW General Contractor License

City of Aurora, CO:

- ROW General Contractor License
- ROW Asphalt Paving
- ROW Concrete
- ROW Earthwork
- ROW Utilities

EXPERIENCE

Served as an expert witness in construction defects litigation cases.

Alpine Civil Construction, Golden, CO

Operations Manager

2017-2024

Managed and scheduled all projects, ensuring timely execution, adherence to industry standards, and profitability. Oversaw and directed a workforce of over 200 employees, optimizing efficiency and performance. Managed strategic growth of company with a yearly revenue in excess of $150,000,000.00.

Asphalt Paving Co., Golden, CO

Project Manager

2014-2017

Supervised field operations on multiple CDOT projects, ensuring compliance with state and federal regulations. Oversaw the placement of over 500,000 tons of asphalt across various projects.

Premier Paving, Inc., Denver, CO

Operations Manager

2010-2014

Oversaw all field operations, including asphalt production of over 250,000 tons annually. Held full P&L responsibility for field operations, optimizing cost efficiency and profitability with yearly revenue exceeding $40,000,000.00.

Ron Priestley — Safety Officer and Construction Superintendent

Education

Las Cruces High School - Las Cruces, NM/Diploma 1976

Construction Experience

Highland Enterprises, Inc.

22 Years (1984 – 1998, and 2017 – Present)

35+ Years Overall Experience

FKC El Paso Transmountain

Total Project Valuation $129,342.00

Purple Sage Drive, Sonoma Ranch Las Cruces NM

Total Project Valuation $282,105.00

City of Las Cruces Pavement Replacement Project 2018-2019

Total Project Valuation $1,032,528.00

T or C Veterans Home Drainage Improvements – NMGSD

Total Project Valuation $195,475.77

Doña Ana County—Dripping Springs Road Reconstruction

Total Project Valuation $797,467.00

Acosta Roadway and Drainage Improvements – City of Anthony

Total Project Valuation $654,125.00

HLA S Access Road & Water Utility Expansion – NM Spaceport Authority

Total Project Valuation $2,414,474,79

Related Skills:

Dirt Work
Asphalt
Concrete
All Types of Equipment Operation
Supervision

Certifications

Competent Person Class
OSHA 30
MSHA
NUCA
Micro Surfacing Short Course
Blaw Knox Laydown & Paving School

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Las Cruces, NM 88005
PO Box 2409
Las Cruces, NM 88004
575-524-3551 (o)
hei@highlandnm.com

Lane Begay—Project Manager

Education

Tohatchi High School, 2015

New Mexico State University: BS Engineering Technology, Civil Engineering Technology, 2020

Construction Experience

Jurney Construction

Laborer (Sept. 2020—Feb. 2022)

Highland Enterprises, Inc.

3 Years (March 2022—Present)

5 Years Overall Experience

Dona Ana County - Dripping Springs Road Reconstruction

Role: Assistant Project Manager & Traffic Control Management

Total Project Valuation $797,466.00

City of Las Cruces - Bike Pedestrian Infrastructure

Role: Assistant Project Manager

Total Project Valuation $3,043,648.00

USPS Las Cruces Parking Lot Improvements

Role: Project Manager

Total Project Valuation $1,110,998.00

Dona Ana County - Lily Pond

Role: Project Manager

Total Project Valuation $1,880,054.60

LRGPWWA Waterline Extension Project

Role: Project Manager

Total Project Valuation $378,847.00

WSTF NASA Solar Panel Addition

Role: Project Manager

Total Project Valuation $244,000.00

USPS Las Cruces Parking Lot Improvements

Role: Project Manager

Total Project Valuation $1,110,998.00

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **HIGHLAND ENTERPRISES INC**

PERMANENT LICENSE #4460

Located at: **P.O. BOX 2409, LAS CRUCES, NM 88004**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA98, GB98, GF01, GF03, GF04, GF05, GF08, GF09

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

01/24/1972

Signature of Contractor

Clay Bailey

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HIGHLAND ENTERPRISES INC

LICENSE NUMBER

4460

Qualifying Party(S)

HETTINGA MARK

EXPIRES

03/31/2028

CLASSIFICATION(S)

GA98. GB98. GF01. GF03
GF04. GF05. GF08. GF09

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration

This is to certify that

HIGHLAND ENTERPRISES, INC.

Highland Enterprises INC
645 S COMPRESS RD

LAS CRUCES, NM, 88005-2709

has registered with the Department of Workforce Solutions

Registration Date: 5/27/2025 **Registration Number: 0971920090606**

**This certificate <u>does not</u> show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

Contractor Registration Certificate

Registration Details

FEIN: 85-0220473
Registration Number: 0971920090606
Company Name: HIGHLAND ENTERPRISES, INC.
Doing Business As (DBA) Name: Highland Enterprises INC
Registration Date: 05/27/2025
Registration Expiration Date: 06/23/2027
Status: Active
Phone Number: 5755243551
Email: hei@highlandnm.com

Doña Ana County

Certificate of Business Registration

HIGHLAND ENTERPRISES INC
645 S COMPRESS RD
LAS CRUCES, NM 88005

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of $35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2026.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 2nd day of December 2025.

Doña Ana County Clerk

Deputy Clerk

CITY OF LAS CRUCES

P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2026 - 07

Type	Number
Business Registration License - CONSTRUCTION / CONTRACTING	3205-24-
	Issue Date
	07/10/2025
	Expires
	07/29/2026

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: Highland Enterprises, Inc.

645 COMPRESS Rd
LAS CRUCES, NM 88005

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

HIGHLAND ENTERPRISES, INC.

GENERAL CONTRACTOR: LIC. NO. 4460
P.O. BOX 2409: Las Cruces NM 88004: (575) 524 -3551: FAX (575) 526-0835

Cost Proposal/Fee Schedule

for

Village of Ruidoso RFP 2026-009P: Debris Removal

Labor includes Wage Rate A, Per Diem	**HOURLY**
Overtime will be the given rate multiplied by 1.5%	
Supervisor	$ 100.75
Forman	$ 96.85
Equipment Operator	$ 71.31
Labor	$ 89.05
Skilled Labor	$ 72.15
Truck Driver	$ 77.87
Semi Truck Driver	$ 77.87
Cement Mason	$ 98.15
Carpenter	$ 98.15
Equipment	**HOURLY**
Skid Steer	$ 60.00
Skids Steer 12" mill	$ 40.00
trencher	$ 25.00
Grappler	$ 20.00
auger 12-24"	$ 5.00
Gutter Broom	$ 25.00
Stump Grinder attachment	$ 50.00
Landscape loader with blade or gannon	$ 100.00
Backhoe	$ 110.00
Excavator cat 320-330	$ 150.00
Mini Excavator	$ 65.00
Pick Up Truck 4 door 1 ton	$ 30.00
Van	$ 25.00
Welding Truck	$ 80.00
26-20 foot utility trailer	$ 6.00
Rear dump Trailers 20'	$ 10.00
Loader 920	$ 116.00
Loader 950	$ 139.00
Loader 966	$ 160.00
Loader 988k	$ 300.00

D-4 dozer	$ 120.00
D-6 dozer	$ 160.00
Scraper 623	$ 240.00
Scraper 615	$ 230.00
Road Maintainer Cat 140	$ 160.00
Heavy Haul Transport	$ 780.00
Low Boy Equipment haul semi and trailer	$ 160.00
Pintal hitch trailer for behind dump truck	$ 15.00
Flat Bed 40'	$ 10.38
Tanker daily 6000 gal	$ 24.25
Semi Tractor	$ 100.00
End Dump Trailer with Tractor	$ 147.00
Tandem Dump Truck	$ 125.00
Crane Truck Mounted	$ 50.00
Fuel and Lubricant Truck	$ 135.00
Mechanic Truck/ Service	$ 150.00
Water truck	$ 120.00
Air Compressor	$ 30.00
Arrow Board	$ 12.00
Message Board	$ 25.00
cones	$ 0.38
barrels	$ 1.25
signs 24"-30" with stands or posts	$ 2.32
Pavement Sweeper	$ 36.00
Roadway Sweeper with gutter brooms and hopper	$ 125.00
48-54" single drum rubber tire roller	$ 125.00
60"-84" vibratory roller rubber tire single drum	$ 125.00
Double drum roller	$ 130.00
pneumatic rollers 9 wheel	$ 114.00
Material Handler/ reach fork	$ 120.00
generator 15-25 kw	$ 28.00
Chip spreader	$ 150.00
Asphalt Paver large	$ 300.00
Asphalt Paver Medium	$ 265.00
Asphalt paver Small	$ 150.00
Asphalt Windrow Elevator	$ 125.00
Asphalt Distributor	$ 150.00

Small Tools	**HOURLY**
Chainsaw	$ 4.00
Jumping jack	$ 15.00
Tamper	$ 15.00
3" trash Pump	$ 20.00
Demo Saw	$ 12.00
Concrete Saw	$ 27.50
welder on trailer	$ 20.00
Items that Highland doesn't own but would rent	
wood chipper	$ 80.00
tub grinder w conveyors	$ 625.00
incinerator	$ 75.00

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Sedona Contracting, 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

Consultant
ATTN: Manny Guardiola
Title: Project Manager
Street: 1505 W Amador Ave.
City, State, Zip: Las Cruces, NM 88005
Phone: 575-541-6000
Email: manny@sedonacontractinginc.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

Manny Guardiola

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:_____

Sedona Contracting, Inc.:

_____
Manny Guardiola, Project Manager

Date: 07/01/2026

ATTEST: _____
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

Sedona
Contracting, Inc.

PROPOSAL FOR

RFP# 2026-009P
DEBRIS REMOVAL

VILLAGE OF
RUIDOSO™
NEW MEXICO

FEMA COMPLIANT

EMERGENCY ROAD CLEARANCE

HAZARD TREE REMOVAL

DEBRIS COLLECTION & DISPOSAL

READY TO MOBILIZE. READY TO RESPOND. READY TO RECOVER.

BID DUE DATE:
JUNE 16, 2026 AT 3:00 PM

Sedona
Contracting, Inc.

A

RFP# 2026-009P
DEBRIS REMOVAL

TAB A

SIGNED LETTER OF TRANSMITTAL

Appendix D

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: Sedona Enterprises, Inc. DBA Sedona Contracting, Inc. **FEIN#** 27-0443876

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:
   Sedona Enterprises, Inc. DBA Sedona Contracting, Inc.
   1505 W Amador Ave.
   Las Cruces, NM 88005

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
   Name Manny Guardiola and Casey Widener
   Title Manny Guardiola Project Manager and Casey Widener General Manager
   E-Mail Address manny@sedonacontractinginc.com and casey@sedonacontractinginc.com
   Telephone Number 575-541-6000

3. For the person authorized by the organization to negotiate on behalf of this Offer:
   Name Manny Guardiola
   Title Project Manager / Lead Estimator
   E-Mail Address manny@sedonacontractinginc.com
   Telephone Number 575-541-6000 or 575-937-3015

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
   Name Manny Guardiola
   Title Project Manager
   E-Mail Address manny@sedonacontractinginc.com
   Telephone Number 575-541-6000 or 575-937-3015

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:

_____

_____

(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. 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.

_____ 06/04/2026

Authorized Signature Date

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

Sedona
Contracting, Inc.

B

RFP# 2026-009P
DEBRIS REMOVAL

TAB B

TABLE OF CONTENTS

Sedona Contracting, Inc.

PROPOSAL FOR

RFP# 2026-009P
DEBRIS REMOVAL

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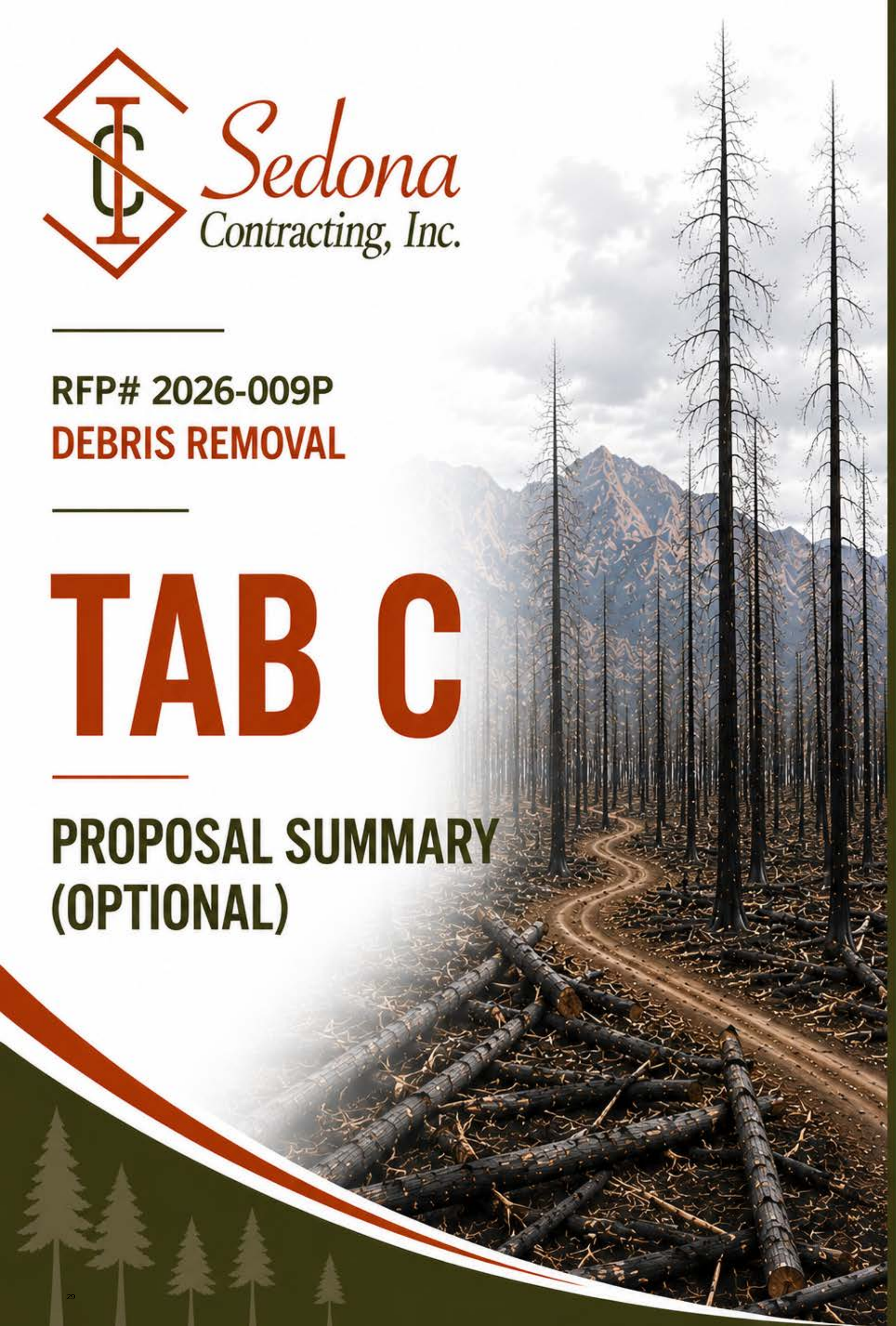
Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB C

PROPOSAL SUMMARY (OPTIONAL)

C



Sedona
— Contracting, Inc. —

A TRUSTED NEW MEXICO PARTNER
COMMITTED TO HELPING RUIDOSO RECOVER

— Sedona Contracting, Inc. is honored to submit this proposal to the Village of Ruidoso for Debris Removal Services under **RFP No. 2026-009P.**

While many contractors can provide debris removal services, Sedona offers something more valuable—a proven history of disaster recovery experience throughout New Mexico combined with a personal commitment to the communities we serve.

LOCAL ROOTS. LIFELONG COMMITMENT.

Sedona Contracting's leadership team maintains deep ties to Southern New Mexico and understands the importance of protecting local communities following disaster events. Our team is committed to providing responsive service, local accessibility, and direct communication throughout every phase of debris removal operations.

DISASTER RECOVERY EXPERIENCE. PROVEN PERFORMANCE.

Sedona has supported recovery efforts associated with wildfire, flood, and emergency response projects throughout New Mexico, including work related to the Cerro Grande Fire, Little Bear Fire recovery efforts, flood mitigation projects, waterway restoration, hazardous tree removal, and large-scale earthmoving operations. Our experience allows us to mobilize quickly and operate effectively in challenging disaster environments.

READY TO RESPOND. READY TO RECOVER.

When disaster strikes, time matters. Sedona's management team, field supervisors, equipment resources, and subcontractor network are prepared to rapidly mobilize in support of emergency debris removal operations. Our scalable approach allows us to expand operations as conditions require while maintaining safety, quality, and accountability.

Throughout this proposal, Sedona Contracting has demonstrated extensive experience managing complex construction, disaster recovery, environmental restoration, and federally funded projects requiring detailed documentation, contractor oversight, compliance management, and audit-ready recordkeeping.

Our team understands that successful debris removal operations require more than equipment and manpower. They require effective coordination, public safety awareness, environmental stewardship, accurate documentation, and the ability to support reimbursement eligibility through proper operational controls and reporting procedures.

Sedona's management team combines decades of experience in construction management, emergency response, environmental restoration, debris removal, and federal contracting. Our proven systems, experienced personnel, scalable resources, and commitment to accountability position us to provide the Village of Ruidoso with safe, efficient, and dependable debris removal services.

Most importantly, we recognize what is at stake. Debris removal is often the first step toward community recovery. Restoring access, protecting public safety, reducing hazards, and supporting residents during difficult times requires a contractor who understands both the urgency of the mission and the responsibility that comes with serving the public.

We appreciate the opportunity to submit this proposal and respectfully request your consideration. We look forward to partnering with the Village of Ruidoso to support recovery efforts, protect public infrastructure, and help restore the community following future disaster events.

RESPECTFULLY SUBMITTED,
SEDONA CONTRACTING, INC.

Casey Widener
CASEY WIDENER
Project Executive

Manny Guardiola
MANNY GUARDIOLA
Project Manager

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB D

RESPONSE TO CONTRACT TERMS AND CONDITIONS

D

RESPONSE TO CONTRACT TERMS AND CONDITIONS

RFP No. 2026-009P
Debris Removal

Sedona Contracting, Inc. has reviewed the Request for Proposal (RFP No. 2026-009P), including Appendix C – Professional Services Agreement and all terms and conditions contained therein.

Sedona Contracting, Inc. understands and accepts the Conditions Governing the Procurement as outlined in Section II of the RFP and acknowledges that submission of this proposal constitutes acceptance of the evaluation factors, requirements, and conditions contained within the solicitation.

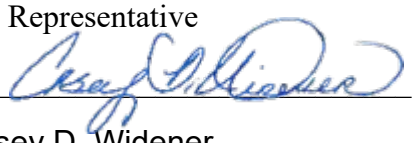
Sedona Contracting, Inc. agrees to comply with the contract terms and conditions as presented in Appendix C and has no proposed exceptions, deviations, or modifications to the Village of Ruidoso's Professional Services Agreement.

Sedona Contracting, Inc. further acknowledges that, if selected for award, the contents of the RFP and the submitted proposal may be incorporated into and become part of the final contract.

Respectfully Submitted,

SEDONA CONTRACTING, INC.

Authorized Representative

Signature: 

Name: Casey D. Widener

Title: General Manager

Date: 06/05/2026

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB E

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

E

OFFEROR'S ADDITIONAL TERMS AND CONDITIONS

RFP No. 2026-009P
Debris Removal

Sedona Contracting, Inc. has reviewed the Request for Proposals, including the Professional Services Agreement contained in Appendix C.

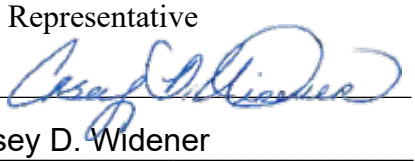
Sedona Contracting, Inc. does not propose any additional terms, conditions, exceptions, deviations, modifications, or alternate contract language beyond those contained within the Request for Proposals and associated contract documents.

Sedona Contracting, Inc. agrees to perform all services in accordance with the requirements, terms, and conditions established by the Village of Ruidoso.

Respectfully Submitted,

SEDONA CONTRACTING, INC.

Authorized Representative

Signature: 

Name: Casey D. Widener

Title: General Manager

Date: 06/05/2026

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB F

RESPONSE TO SPECIFICATIONS

F

Sedona
Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

TAB F1

EXPERIENCE AND PAST PERFORMANCE

F1

Sedona
— Contracting, Inc. —

F1

30+ YEARS OF EXPERIENCE

DELIVERING RELIABLE SOLUTIONS WHEN COMMUNITIES NEED US MOST

Sedona Contracting, Inc. provides the Village of Ruidoso with proven expertise in debris removal, emergency response, and disaster recovery. We combine rapid mobilization, the right resources, and a commitment to safety, compliance, and quality to help communities recover stronger.

30+
YEARS OF EXPERIENCE
Providing construction, disaster recovery, and environmental services across the U.S.

400+
TASK ORDERS COMPLETED
Across federal IDIQ, JOC, and SATOC contracts in the past three years.

80,000+
CUBIC YARDS MATERIAL HAULED
Completed during the Little Bear Fire Flood Mitigation and Prevention Project.

FEDERAL, STATE & LOCAL EXPERIENCE
Trusted partner to USFS, FHWA, USACE, NRCS, military installations, and local agencies.

EMERGENCY RESPONSE & RECOVERY
Rapid mobilization for wildfire, flood, and storm-related debris and infrastructure restoration.

FEMA DOCUMENTATION EXPERIENCE
Detailed records, load tracking, and reporting to support compliance and reimbursement.

PROVEN PERFORMANCE ON COMPLEX DISASTER RECOVERY PROJECTS

LITTLE BEAR FIRE FLOOD MITIGATION
- Debris and hazardous tree removal from waterways
- Large-scale earthmoving and hauling operations
- 80,000+ cubic yards of material managed

NRCS FLOOD RESTORATION – TULLY RANCH
- Flood control improvements and channel restoration
- Gabion structures, rip rap, and erosion control
- 7,000+ cubic yards of earthmoving operations

SALADO CREEK CHANNEL RESTORATION
- Restored 1,100 feet of flood-damaged channel
- Excavation, hauling, drainage, and rip rap
- Long-term flood protection and stabilization

CERRO GRANDE FIRE RECOVERY SUPPORT
Los Alamos, New Mexico
- Participated in debris removal and recovery operations following the 2000 Cerro Grande Fire
- Supported community recovery efforts after a fire that burned approximately 48,000 acres
- Gained valuable experience in wildfire-related debris removal, emergency response, and large-scale recovery operations

PROUDLY SERVING FEDERAL, STATE, AND LOCAL GOVERNMENT AGENCIES

US Forest Service · US Army Corps of Engineers · Federal Highway Administration · NRCS Natural Resources Conservation Service · MILITARY INSTALLATIONS · STATE & LOCAL GOVERNMENT

★ READY TODAY. RESPONSIVE ALWAYS. STRONGER TOGETHER.

F1 – EXPERIENCE AND PAST PERFORMANCE

Experience and Past Performance

Sedona Contracting, Inc. brings more than 30 years of construction, emergency response, and disaster recovery experience to the Village of Ruidoso's Debris Removal Program. Through our extensive work in New Mexico and throughout the United States, Sedona has successfully performed debris removal, emergency roadway clearance, hazardous tree removal, erosion control, demolition, flood mitigation, environmental restoration, and other disaster-related recovery services for federal, state, and local government agencies.

Our team has extensive experience operating in emergency environments where rapid mobilization, operational flexibility, accurate documentation, and regulatory compliance are critical to project success. These capabilities make Sedona Contracting uniquely qualified to support the Village of Ruidoso's debris removal and recovery objectives.

Relevant Debris Removal and Disaster Recovery Experience

Sedona Contracting has successfully completed projects involving:

- Debris removal and disposal
- Emergency roadway clearance
- Hazardous tree and stump removal
- Waterway debris removal
- Flood mitigation and prevention
- Erosion control and stabilization
- Demolition and site restoration
- Environmental reclamation
- Traffic control and public safety support
- Earthmoving and hauling operations

Our experience includes work performed for the United States Forest Service, Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS), military installations, and numerous state and local government agencies. These projects have required the same level of responsiveness, coordination, documentation, and operational control necessary for successful disaster debris operations.

Emergency Response and Recovery Experience

Sedona Contracting has participated in numerous emergency response and recovery efforts throughout New Mexico, including projects associated with wildfire recovery, flood mitigation, emergency debris removal, and infrastructure restoration.

One of Sedona Contracting's earliest large-scale wildfire recovery efforts occurred following the Cerro Grande Fire in Los Alamos, New Mexico, in 2000. The Cerro Grande Fire burned approximately 48,000 acres, destroyed hundreds of homes and structures, and resulted in one of the most significant wildfire recovery operations in New Mexico history. Sedona Contracting participated in debris removal and recovery activities associated with the post-fire cleanup effort, supporting the restoration of affected areas and helping communities begin the recovery process. This experience provided valuable insight into the challenges of wildfire-related debris management, emergency response coordination, public safety considerations, and large-scale recovery operations that continues to benefit our disaster recovery projects today.

One notable example includes the Little Bear Fire Flood Mitigation and Prevention Project, where Sedona Contracting partnered with Guardiola Construction to remove debris and hazardous trees from critical waterways while also performing large-scale earthmoving operations to restore flood control infrastructure. The project included the excavation, hauling, and management of approximately 80,000 cubic yards of material in support of emergency recovery efforts. Having participated in wildfire recovery efforts ranging from the Cerro Grande Fire to more recent recovery projects throughout New Mexico, Sedona Contracting brings a long history of supporting communities impacted by wildfire and natural disasters.

Additional recovery projects have included post-fire flood mitigation, channel restoration, erosion control, drainage improvements, debris removal, and emergency earthwork operations designed to protect public infrastructure and surrounding communities.

Documentation and FEMA Compliance Experience

Sedona Contracting understands that successful disaster recovery projects require accurate documentation and accountability. Throughout our emergency response projects, we have maintained detailed operational records including daily activity logs, load counts, equipment utilization records, personnel tracking, hauling documentation, and production reporting.

Our supervisors maintain daily work journals documenting personnel, equipment, production activities, operational issues, and project progress. These procedures support transparency, accountability, reimbursement efforts, and compliance with government reporting requirements.

Sedona Contracting has successfully adapted to the evolving documentation requirements associated with federal, state, and local government projects and understands the importance of maintaining complete and accurate records throughout the duration of disaster recovery operations.

Capacity to Manage Large-Scale Operations

Sedona Contracting possesses the personnel, equipment resources, subcontractor network, and financial strength necessary to support large-scale debris removal operations.

Our firm currently manages multiple federal Indefinite Delivery/Indefinite Quantity (IDIQ), Job Order Contract (JOC), and SATOC contracts throughout the United States and has successfully completed hundreds of task orders involving emergency response, construction, maintenance, and repair activities. Sedona has completed more than 400 task orders over the past three years and has managed contract programs valued in excess of hundreds of millions of dollars.

Our organizational structure is specifically designed to support simultaneous operations across multiple geographic locations while maintaining effective project management, quality control, safety oversight, and client communication.

Selected Relevant Project Experience

Cerro Grande Fire Recovery Support

Los Alamos, New Mexico

Following the Cerro Grande Fire in 2000, Sedona Contracting participated in debris removal and recovery operations associated with one of the most significant wildfire disasters in New Mexico history. The project involved debris management and cleanup activities supporting community recovery efforts following a fire that burned approximately 48,000 acres. This experience provided valuable expertise in wildfire-related debris removal, emergency response coordination, public safety, and large-scale disaster recovery operations.

Little Bear Fire Flood Mitigation and Prevention

New Mexico

Sedona Contracting partnered with Guardiola Construction to perform debris removal, hazardous tree removal, waterway clearing, and large-scale earthmoving operations following wildfire-related flooding events. The project included approximately 80,000 cubic yards of material excavation and hauling in support of flood mitigation and recovery efforts.

NRCS Flood Restoration – Tully Ranch

New Mexico

Sedona Contracting participated in flood restoration activities including construction of flood control improvements, installation of gabion structures, placement of rip rap, and restoration of damaged infrastructure. Project activities included over 7,000 cubic yards of earthmoving operations and extensive coordination with project stakeholders.

Salado Creek Channel Restoration

New Mexico

Sedona Contracting restored approximately 1,100 feet of flood-damaged channel infrastructure through excavation, hauling, drainage improvements, rip rap installation, and channel stabilization activities. The project required significant earthmoving operations and environmental restoration measures to support long-term flood protection.

Conclusion

Sedona Contracting's combination of disaster recovery experience, debris removal expertise, emergency response capability, documentation procedures, and proven project management capacity makes us exceptionally qualified to support the Village of Ruidoso's Debris Removal Program.

Our team understands the operational, environmental, documentation, and reimbursement requirements associated with disaster debris operations and is prepared to provide the Village with safe, efficient, compliant, and responsive debris removal services whenever needed.

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB F2

TECHNICAL APPROACH AND UNDERSTANDING OF SCOPE

F2

F2 – TECHNICAL APPROACH AND UNDERSTANDING OF SCOPE

Technical Approach and Understanding of Scope

Sedona Contracting, Inc. understands that the Village of Ruidoso requires a qualified debris removal contractor capable of providing rapid, safe, efficient, and compliant debris removal services following natural disasters and emergency events. We recognize that timely debris clearance is critical to protecting public safety, restoring access to essential services, and supporting community recovery efforts.

Our approach is designed to provide scalable debris management operations that can rapidly expand or contract based on incident severity while maintaining full compliance with Federal Emergency Management Agency (FEMA), New Mexico Department of Homeland Security and Emergency Management (DHSEM), New Mexico Department of Transportation (NMDOT), and Village of Ruidoso requirements.

Understanding of the Ruidoso Environment

Sedona Contracting recognizes the unique challenges associated with debris removal operations within the Village of Ruidoso, including mountainous terrain, forested landscapes, limited access roadways, steep grades, seasonal weather conditions, and environmentally sensitive areas. Our operational approach is designed to safely and efficiently navigate these conditions while minimizing impacts to residents, businesses, and natural resources.

Emergency Roadway Clearance

Upon receipt of a Notice to Proceed or emergency activation by the Village, Sedona Contracting will immediately initiate mobilization procedures and deploy management personnel, equipment resources, debris crews, and subcontracted support necessary to establish operations within the required response timeframe. Initial efforts will focus on:

- Clearing debris obstructing primary transportation routes
- Restoring emergency vehicle access
- Opening access to critical facilities and infrastructure
- Supporting public safety and life-sustaining operations

Operations will be coordinated with Village representatives and emergency management officials to ensure priority routes are addressed first.

Debris Collection and Removal Operations

Following emergency clearance activities, Sedona Contracting will transition into systematic debris collection and removal operations throughout designated service areas. Operations may include:

- Vegetative debris removal
- Construction and demolition debris removal
- Eligible disaster-generated debris removal
- White goods collection
- Hazardous tree and hanging limb removal when authorized
- Debris segregation and staging

Collection activities will be organized using established work zones and route management procedures to maximize productivity while minimizing impacts to residents and local traffic.

Hauling and Transportation

Sedona Contracting maintains relationships with qualified hauling partners and equipment providers capable of supporting large-scale disaster recovery operations. All hauling operations will utilize properly permitted vehicles and trained operators.

Debris loads will be managed using established load ticket procedures to ensure accountability, accurate volume tracking, and complete documentation for reimbursement purposes.

FEMA Compliance Integration

Sedona Contracting understands that FEMA eligibility and reimbursement requirements are critical to successful disaster recovery operations. Our debris removal methodology is designed to support FEMA Public Assistance reimbursement through proper documentation, load tracking, debris segregation, and adherence to all applicable federal procurement and environmental requirements. Operations will be coordinated with debris monitoring personnel to ensure accurate recordkeeping and eligibility verification throughout the project lifecycle.

Temporary Debris Staging and Reduction Site (TDSRS) Operations

When authorized by the Village, Sedona Contracting will establish and operate Temporary Debris Staging and Reduction Sites (TDSRS) in accordance with FEMA guidance and applicable environmental regulations.

Site operations may include:

- Debris receiving and inspection
- Material segregation
- Grinding and reduction of vegetative debris
- Temporary storage and stockpiling
- Load management and tracking
- Site restoration and closure activities

All sites will be operated with strict safety controls and environmental protections.

Environmental Compliance

Sedona Contracting recognizes the importance of protecting the natural resources and sensitive environments surrounding the Village of Ruidoso. Our operations will incorporate measures designed to:

- Prevent unauthorized disposal activities
- Minimize impacts to waterways and drainage features
- Protect environmentally sensitive areas
- Control erosion, sediment, and stormwater runoff
- Properly manage fuel and equipment maintenance activities
- Comply with all applicable federal, state, and local environmental regulations

Field supervisors will routinely monitor operations to ensure compliance requirements are maintained throughout the project.

Quality Control and Safety Management

Sedona Contracting utilizes a comprehensive quality control process to ensure all debris removal activities are completed safely, efficiently, and in accordance with contract requirements.

Quality control measures include:

- Daily field inspections
- Supervisor oversight of debris removal operations
- Equipment inspections
- Load verification procedures
- Documentation reviews
- Safety meetings and toolbox talks
- Corrective action tracking and resolution

Safety remains the foundation of all field operations, and all personnel will operate in accordance with applicable OSHA standards, site-specific safety plans, and established industry best practices.

Our management team continuously evaluates production rates, operational effectiveness, and safety performance to ensure successful project delivery.

Operational Tracking and Reporting

Sedona Contracting utilizes daily production reporting, equipment tracking, load documentation, and project management controls to provide real-time visibility into debris removal operations. These systems support accountability, operational efficiency, and transparent communication with Village representatives throughout the duration of the project.

Project Coordination and Communication

Sedona Contracting believes communication is essential to a successful disaster response effort. Our project management team will maintain regular coordination with Village representatives, debris monitors, emergency management personnel, and other stakeholders throughout the duration of the project.

Sedona Contracting is prepared to coordinate effectively with Village representatives, debris monitoring contractors, emergency management personnel, and other awarded contractors to ensure seamless and efficient project execution.

Regular reporting and operational updates will provide transparency, accountability, and situational awareness while supporting informed decision-making by Village leadership.

Sedona Contracting combines experienced personnel, scalable equipment resources, established subcontractor relationships, and a commitment to safety, environmental stewardship, and regulatory compliance. Our approach is designed to help the Village of Ruidoso restore public safety, reopen critical infrastructure, and accelerate community recovery following disaster events while maintaining full compliance with FEMA and state requirements.

Sedona Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

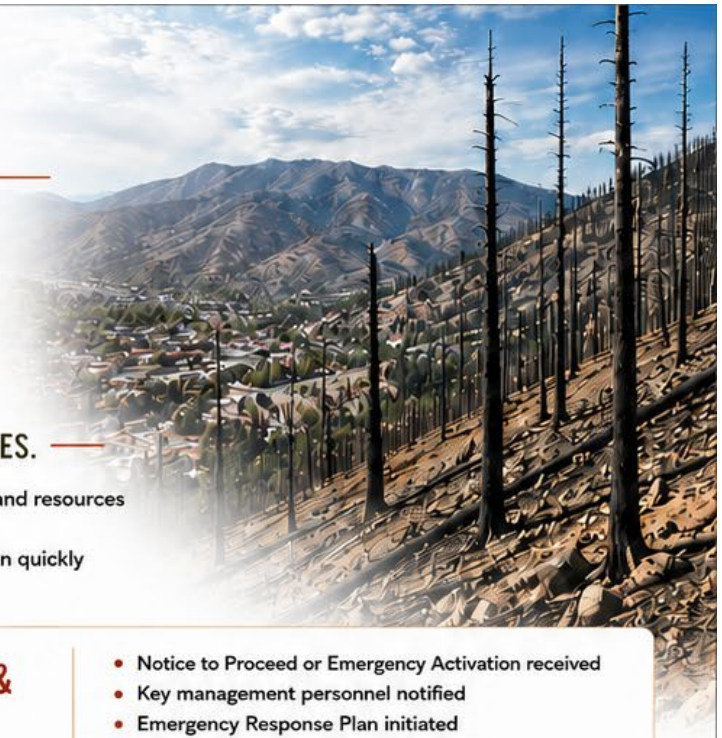
TAB F3

EMERGENCY RESPONSE CAPABILITY AND MOBILIZATION

F3

Sedona Contracting, Inc.

EMERGENCY RESPONSE ACTIVATION TIMELINE



— RAPID ACTIVATION. IMMEDIATE RESPONSE. SAFE COMMUNITIES. —

Sedona Contracting, Inc. is prepared to rapidly mobilize personnel, equipment, and resources to support the Village of Ruidoso following disaster events.
Our proven response process ensures critical debris removal operations begin quickly and scale efficiently to meet the needs of the community.

1 — 0–30 MINUTES — NOTIFICATION & ACTIVATION

- Notice to Proceed or Emergency Activation received
- Key management personnel notified
- Emergency Response Plan initiated
- Initial assessment of incident and needs

2 — 30 MINUTES–1 HOUR — TEAM MOBILIZATION & PLANNING

- Project management team assembled
- Field supervisors and safety personnel deployed
- Coordination with Village representatives
- Initial operational priorities established

3 — 1–2 HOURS — RESOURCE DEPLOYMENT

- Equipment and vehicle resources dispatched
- Crews and support personnel mobilized
- Subcontractors and hauling partners activated
- Staging areas and routes confirmed

4 — 4 HOURS — OPERATIONS ESTABLISHED

- Crews arrive on site and check-in
- Safety briefings and site orientation completed
- Communication protocols implemented
- Debris removal operations begin

5 — 6–8 HOURS — FULL OPERATIONAL CAPACITY

- Full production operations in place
- Hauling and disposal operations established
- TDSRS operations established (if authorized)
- Daily reporting and monitoring active

6 — 2 DAYS + — SUSTAIN & SCALE OPERATIONS

- Production levels evaluated and scaled as needed
- Additional resources added as required
- Ongoing safety and quality monitoring
- Continuous communication and coordination

7 — CLOSEOUT — PROJECT CLOSEOUT & DEMOBILIZATION

- Debris removal complete
- Site restoration and cleanup
- Final documentation and reporting
- Equipment and personnel demobilization

COMMITTED TO RUIDOSO. PREPARED FOR DISASTER.

Sedona Contracting is committed to protecting the safety of residents, restoring critical infrastructure, and supporting the Village of Ruidoso before, during, and after disaster events.

- ✓ Rapid Mobilization
- ✓ Safety Focused
- ✓ Scalable Resources
- ✓ Efficient Operations
- ✓ Experienced Team
- ✓ Clear Communication

RAPID RESPONSE • SCALABLE RESOURCES • SAFE OPERATIONS • FEMA COMPLIANCE

Building a Safer Tomorrow. Together.

F3 – EMERGENCY RESPONSE CAPABILITY AND MOBILIZATION

Emergency Response Capability and Mobilization

Sedona Contracting, Inc. understands that successful disaster recovery begins with rapid mobilization and immediate operational readiness. Our emergency response program is designed to quickly deploy qualified personnel, equipment resources, subcontractor support, and management oversight necessary to restore public safety and initiate debris removal operations following disaster events. Through established response procedures and scalable resource networks, Sedona Contracting is prepared to support the Village of Ruidoso under both routine and large-scale emergency conditions.

Understanding the Ruidoso Response Environment

Sedona Contracting recognizes that emergency debris removal operations within the Village of Ruidoso present unique challenges, including mountainous terrain, steep grades, limited-access roadways, heavily forested areas, and environmentally sensitive locations. Our mobilization strategy is designed to rapidly deploy resources while maintaining safe operations in these challenging conditions and supporting the Village's recovery objectives.

Activation and Mobilization Procedures

Upon receipt of a Notice to Proceed or emergency activation by the Village of Ruidoso, Sedona Contracting will immediately initiate mobilization procedures and deploy management personnel, equipment resources, debris crews, and subcontracted support necessary to establish operations within the required response timeframe.

Initial mobilization activities include:

• Activation of project management personnel
• Deployment of field supervisors and safety personnel
• Coordination with equipment providers and hauling resources
• Establishment of communication protocols with Village representatives
• Mobilization of debris removal crews and support personnel
• Development of operational priorities and work assignments

Our management team will work closely with Village officials and emergency management personnel to identify priority areas, establish operational objectives, and implement response activities that support public safety and community recovery efforts.

Personnel Resources

Sedona Contracting maintains access to experienced personnel capable of supporting all phases of disaster debris removal operations. Our response teams may include project managers, field supervisors, equipment operators, CDL drivers, safety personnel, quality control staff, administrative support personnel, and specialized debris removal crews.

Staffing levels can be adjusted based on the severity and complexity of the disaster event. Additional personnel may be deployed as operational needs expand to ensure continued productivity and efficient project execution.

Equipment Resources

Sedona Contracting maintains relationships with qualified equipment providers and subcontractors capable of supplying the resources necessary to support large-scale debris removal operations. Through our equipment network and subcontractor partnerships, Sedona Contracting can rapidly increase equipment resources as operational requirements evolve during disaster response and recovery activities. Available resources may include:

- Excavators with grapple attachments
- Wheel loaders
- Skid steers
- Dozers
- Grapple trucks
- Dump trucks
- Walking floor trailers
- Chippers and grinders
- Support vehicles and fuel service equipment

Equipment resources can be expanded as necessary to meet project demands and maintain operational efficiency throughout the duration of the event.

Subcontractor Network and Surge Capacity

Sedona Contracting maintains established relationships with qualified subcontractors, trucking firms, equipment providers, and specialty service contractors capable of supporting emergency response operations. These partnerships provide additional surge capacity and allow operations to rapidly scale based on incident severity.

All subcontractors utilized during project operations will be subject to Sedona Contracting's management oversight, safety requirements, quality control procedures, and contract compliance standards to ensure consistent performance and accountability.

Operational Scalability

Disaster events vary significantly in size and complexity. Sedona Contracting's operational approach is designed to scale quickly in response to changing conditions and evolving project requirements.

Our management team continuously evaluates operational demands, production rates, staffing requirements, equipment utilization, and logistical needs to ensure adequate resources are

available throughout the recovery effort. This scalable approach allows Sedona Contracting to effectively support both localized incidents and large-scale disaster recovery operations.

Emergency Communications and Coordination

Effective communication is essential during emergency response operations. Sedona Contracting will maintain regular coordination with Village representatives, emergency management personnel, debris monitoring contractors, regulatory agencies, and other stakeholders throughout the project.

Communication efforts may include:

- Daily operational briefings
- Progress reporting
- Resource status updates
- Safety and incident reporting
- Coordination meetings with Village leadership
- Documentation and project status reporting

Communication and reporting procedures are structured to support FEMA reimbursement documentation requirements and maintain complete transparency throughout the project lifecycle. These communication practices help ensure transparency, accountability, and informed decision-making throughout the recovery process.

Sustained Disaster Operations

Sedona Contracting is prepared to support extended disaster recovery operations through rotating personnel schedules, equipment maintenance programs, fuel supply coordination, replacement resource planning, and ongoing logistical support necessary to sustain operations throughout the duration of the project.

Our objective is not only to respond quickly, but also to maintain safe, productive, and efficient operations until debris removal activities are successfully completed and recovery objectives have been achieved.

Commitment to Safety

Safety remains the foundation of all field operations. Sedona Contracting is committed to protecting employees, residents, motorists, and project stakeholders through the implementation of comprehensive safety procedures and operational controls.

All personnel will operate in accordance with applicable OSHA standards, site-specific safety plans, industry best practices, and contract requirements. Regular safety meetings, equipment inspections, hazard assessments, and supervisory oversight will be utilized to promote a safe and productive work environment throughout the project.

Conclusion

Through experienced leadership, scalable staffing, available equipment resources, established subcontractor relationships, and proven emergency management practices, Sedona Contracting is prepared to rapidly mobilize and support the Village of Ruidoso's debris removal needs.

Our focus remains on restoring public safety, reopening critical infrastructure, supporting emergency response efforts, and assisting the Village's recovery through safe, efficient, and responsive debris removal operations.

Sedona
Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

TAB F4

COMPLIANCE, DOCUMENTATION, AND REIMBURSEMENT SUPPORT

F4

Sedona Contracting, Inc.

F4

COMPLIANCE, DOCUMENTATION, AND REIMBURSEMENT SUPPORT

— ACCURATE RECORDS. ACCOUNTABLE OPERATIONS. MAXIMUM ELIGIBILITY. —

Sedona Contracting, Inc. delivers complete operational transparency through disciplined documentation, strict compliance, and proactive coordination—supporting the Village of Ruidoso's eligibility for FEMA and other applicable funding sources.

FEMA COMPLIANCE & REIMBURSEMENT SUPPORT

DOCUMENTED. COMPLIANT. REIMBURSED.

DOCUMENTATION

- Daily operational reports
- Equipment & personnel records
- Debris quantity tracking
- Site activity logs
- Photographic documentation
- Maintain clear, complete records

LOAD TICKET ACCOUNTABILITY

- Load tickets completed for every load
- Verified by debris monitors
- Includes debris type, origin, destination & weight
- Reviewed for accuracy and completeness

MONITORING COORDINATION

- Close coordination with debris monitors
- Eligibility verification
- Access to sites, staging areas, and disposal locations
- Responsive to questions and documentation needs

ENVIRONMENTAL COMPLIANCE

- Protect waterways and sensitive areas
- Erosion & sediment controls
- Waste management compliance
- Fuel & fluid management
- Adherence to permits and regulatory requirements

REPORTING & TRANSPARENCY

- Regular progress reporting
- Production & resource updates
- Safety performance reporting
- Schedule & milestone tracking
- Clear communication with Village leadership

REIMBURSEMENT SUPPORT

- Documentation aligned with FEMA requirements
- Organized, complete records
- Audit-ready documentation
- Coordinated support throughout reimbursement process

OUR COMMITMENT TO THE VILLAGE OF RUIDOSO

We go beyond debris removal. We deliver the documentation, compliance, and accountability needed to support full and timely reimbursement for the community.

- ✓ FEMA Compliant
- ✓ Accurate Documentation
- ✓ Transparent Reporting
- ✓ Audit Ready
- ✓ Monitoring Coordination
- ✓ Environmental Stewardship
- ✓ Operational Accountability
- ✓ Reimbursement Support

RAPID RESPONSE • SCALABLE RESOURCES • SAFE OPERATIONS • FEMA COMPLIANCE

Building a Safer Tomorrow. Together.

F4 – COMPLIANCE, DOCUMENTATION, AND REIMBURSEMENT SUPPORT

Compliance, Documentation, and Reimbursement Support

Sedona Contracting, Inc. understands that successful debris removal operations require more than field execution alone. Accurate documentation, regulatory compliance, and reimbursement support are critical components of every disaster recovery effort. Our management approach is designed to provide complete operational transparency while supporting the Village of Ruidoso's eligibility for reimbursement through FEMA and other applicable funding sources.

Understanding the Ruidoso Recovery Environment

Sedona Contracting recognizes that disaster recovery efforts within the Village of Ruidoso require careful coordination between field operations, environmental stewardship, regulatory compliance, and reimbursement documentation. Our compliance procedures are designed to support recovery activities within the Village's unique mountainous and forested environment while maintaining accountability and protecting eligibility for federal and state funding assistance.

Commitment to FEMA Compliance

Sedona Contracting recognizes the importance of complying with all applicable federal, state, and local requirements governing disaster debris operations. Our project management team understands that reimbursement eligibility depends upon proper documentation, debris eligibility verification, load tracking, environmental compliance, and adherence to approved operational procedures.

Throughout the duration of the project, Sedona Contracting will coordinate closely with Village representatives and debris monitoring personnel to ensure operations remain consistent with applicable FEMA Public Assistance requirements and project-specific directives.

Documentation Procedures

Sedona Contracting utilizes established documentation procedures designed to maintain accurate records and provide accountability throughout all phases of debris removal operations.

Documentation efforts may include:

- Daily operational reports
- Equipment utilization records
- Personnel staffing records
- Hauling and disposal documentation
- Debris quantity tracking
- Site activity logs
- Safety documentation

• Environmental compliance records
• Photographic documentation when required

These records help provide transparency, support project oversight, and facilitate reimbursement efforts.

Load Ticket Accountability

Sedona Contracting understands the importance of maintaining accurate load documentation throughout debris removal operations.

Working in coordination with assigned debris monitors, our field personnel will support established load ticket procedures and verification processes designed to accurately document debris collection, transportation, reduction, and disposal activities.

Management personnel will routinely review operational records to help ensure documentation remains complete, organized, and consistent throughout the project lifecycle.

Coordination with Debris Monitoring Personnel

Effective coordination between debris removal and debris monitoring personnel is essential to maintaining accountability and supporting reimbursement eligibility.

Sedona Contracting is committed to maintaining a cooperative working relationship with monitoring personnel and will provide reasonable access to project information, operational activities, collection sites, temporary debris staging areas, disposal locations, and supporting documentation as required.

Our management team will work proactively to address documentation questions, operational concerns, and reporting requirements throughout the project.

Environmental and Regulatory Compliance

Sedona Contracting recognizes the importance of protecting the natural resources and environmentally sensitive areas located within and around the Village of Ruidoso.

Operations will be conducted in accordance with applicable environmental regulations and permit requirements. Compliance efforts may include:

• Protection of waterways and drainage features
• Erosion and sediment control measures
• Proper management of fuels and equipment fluids
• Waste segregation and disposal requirements
• Protection of environmentally sensitive areas
• Compliance with approved site management procedures

Field supervisors will routinely monitor operations to ensure environmental compliance standards are maintained.

Reporting and Project Transparency

Sedona Contracting believes clear communication and transparent reporting are essential to successful project delivery.

Our project management team will provide regular updates regarding:

- Operational progress
- Resource deployment status
- Production quantities
- Safety performance
- Schedule considerations
- Documentation status
- Project milestones and accomplishments

These reporting practices help provide Village leadership with the information necessary to monitor project performance and make informed operational decisions.

Audit Readiness and Record Retention

Sedona Contracting understands that disaster recovery projects may be subject to audits, reviews, inspections, and reimbursement validation procedures following project completion.

For this reason, project records will be maintained in an organized and accessible manner to support documentation requests and facilitate future review processes. Our management team is committed to maintaining complete and accurate project records throughout the duration of the contract.

Documentation systems and recordkeeping procedures are designed to support future audits, inspections, reimbursement reviews, and grant administration requirements while maintaining transparency and accountability throughout the project lifecycle.

Reimbursement Support

Sedona Contracting's documentation and compliance procedures are designed to support the Village of Ruidoso's reimbursement efforts by promoting accurate recordkeeping, operational accountability, and transparent project reporting.

Through close coordination with Village representatives, debris monitoring personnel, and regulatory agencies, Sedona Contracting will strive to provide the documentation and operational support necessary to assist the Village throughout the reimbursement process.

Conclusion

Sedona Contracting is committed to delivering debris removal services that meet the highest standards of accountability, transparency, and regulatory compliance. Through comprehensive documentation procedures, coordination with monitoring personnel, environmental stewardship, and a strong understanding of reimbursement requirements, we are prepared to support the Village of Ruidoso throughout all phases of disaster recovery operations.

Sedona
Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

TAB F5

SIGNED CAMPAIGN CONTRIBUTION FORM (APPENDIX B)

F5

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): _____

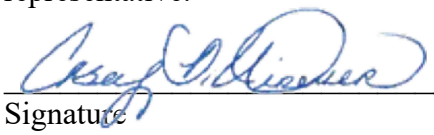
(Attach extra pages if necessary)

_____
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.



06/04/2026

_____
Signature Date

General Manager
Title (Position)

Sedona Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

TAB F6

DEBARMENT CERTIFICATION (APPENDIX G)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

Casey D. Widener, General Manager

Typed Name & Title of Authorized Representative

06/04/2026

Date

Signature of Authorized Representative

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB F7

NON-COLLUSION AFFIDAVIT (APPENDIX H)

F7

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

Casey D. Widener, being first duly sworn, deposes and says:

That he/she is General Manager of Sedona Enterprises, Inc. DBA Sedona Contracting, 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: [signature]

SUBSCRIBED and sworn to before me this 4th day of June 2026

Notary Public: [signature]

My commission expires: 06/21/2027

VICTORIA L. PRUETT
STATE OF NEW MEXICO
NOTARY PUBLIC
COMMISSION # 1126379
EXPIRES JUNE 21, 2027

Sedona
Contracting, Inc.

RFP# 2026-009P

DEBRIS REMOVAL

TAB F8

NEW MEXICO PREFERENCES (IF APPLICABLE)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **SEDONA ENTERPRISES, INC.**

DBA: **SEDONA ENTERPRISES, INC.**
1505 W AMADOR AVE
LAS CRUCES, NM 88005-4008

Expires: **09-Jun-2028**

Certificate Number:

L1729866608

Stephanie Schardin Clarke
Cabinet Secretary

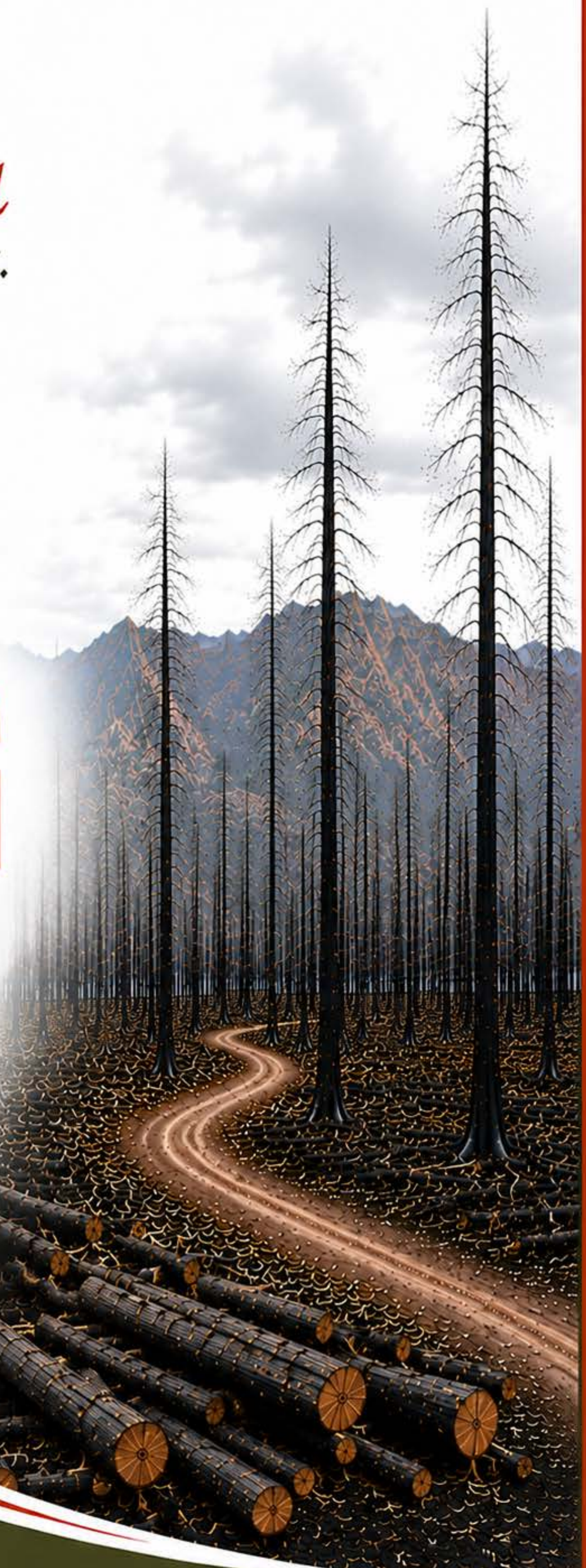
THIS CERTIFICATE IS NOT TRANSFERABLE

Sedona
Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

TAB G

OTHER SUPPORTING MATERIAL (IF APPLICABLE)



G

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: May 29, 2026

Ref: RFP# 2026-009P Debris Removal

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 May 28, 2026:**

Q1. What is the required onsite response time?
A1. Within 48 hours of being notified by the Village of services required.

Q2. What is the maximum number of hours post-event before work must commence?
A2. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request.

Q3. Are any specific professional credentials required to qualify for the contract?
A3. There is a need for personnel to have asbestos removal certification as some buildings may have asbestos in it. Staff should also take the OSHA 30-hour and HAZWOPER training. It is recommended that someone on-site have the Certified Debris Manager offered by the Solid Waste Association of North America. The staff should have an understanding of FEMA PA policies and guidelines related to debris management. Any persons operating commercial vehicles must be properly licensed to operate the vehicle and heavy equipment operators must have appropriate training and certificate for the machinery they are operating. Organizations awarded the contract must comply with NM law, such as requirements by NM Environment Department (NMED) and Construction Industries Division (CID), which will require other licenses and certifications such as hazardous waste handling, contractor license, and solid waste operator certification for example.

Q4. What are the reporting requirements regarding the progress of work performed?
A4. The Village requires a daily log of quantity, trips, and other pertinent information on the debris removal.

VILLAGE OF RUIDOSO NEW MEXICO

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Q5. Are there any superseding prior agreements that may impact this contract?
A5. We do not have a current contract.

Q6. When/what was the most recent event that precipitated the activation of the existing or previous contract?
A6. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?
A7. According to the state, who managed the debris operations for the last two years, for the 2024 fires there was approximately 791,459 cu yds and for 2025 monsoon season there was approximately 166,085 cu yds.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A8. We do not have these numbers, as the State stepped in and took care of most of our debris.

Q9. How many times have the incumbent's services been utilized in the previous five years?
A9. We do not have a current contract.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A10. June 11, 2026, @ 3:00 pm MDT

Q11. Why has this bid been released at this time?
A11. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q12. When is the anticipated contract start date?
A12. July 14, 2026

Q13. When is the anticipated award date?
A13. July 14, 2026

Q14. Section II.A and Appendix E state that Organizational Reference Questionnaires are not applicable, however, Section II.B.6 states they are required. Please confirm if Organizational Reference Questionnaires are required for this proposal. If so, will this form be provided?
A14. Section II.B.6. Organization References Due are Not Applicable.

VILLAGE OF RUIDOSO NEW MEXICO

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Q15. Section III.A.2 Please confirm if we are to provide a cost proposal of our own making or if there is a preferred form.

A15. Cost proposals will be of your own making.

Q16. Section III.B.1 states we are to submit 1 original, 3 copies, and 1 electronical copy of the proposal. It also states the we are to provide a redacted version on USB separate from the unredacted version. Are we to provide 1 original and 3 copies of the redacted proposal as well?

A16. Redacted information is only required when submitting confidential information. If your proposal does not contain confidential information, a redacted version is not required.

***All questions must be submitted in writing. Reminder, the last day for written questions is 5/28/2026 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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

Sedona Contracting, Inc.

_____
Company

_____ 06/08/2026
Signature Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 5, 2026

Ref: RFP# 2026-009P Debris Removal

ADDENDUM #2

The following is provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Additional language added in bold to:**
   Appendix F – Detailed Scope of Work
   Scope of Services –
   Debris includes, but is not limited to, vegetative debris, construction and demolition debris, **household furniture, goods and waste**, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

2. **Change to Sequence of Events:**
   II. Conditions Governing the Procurement
   A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	May 21, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 11, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	May 28, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 16, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 16, 2026 – June 18, 2026
9. Selection of Finalists	Evaluation Committee	June 18, 2026
10. Best and Final Offers	Finalist Offerors	June 18, 2026

VILLAGE OF RUIDOSO NEW MEXICO

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11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	June 24, 2026
13. Contract Awards	VOR/ Finalist Offerors	June 24, 2026
14. Protest Deadline	VOR	15 Days from award

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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

Sedona Contracting, Inc.

_____
Company

_____ 06/08/2026
Signature Date of Receipt

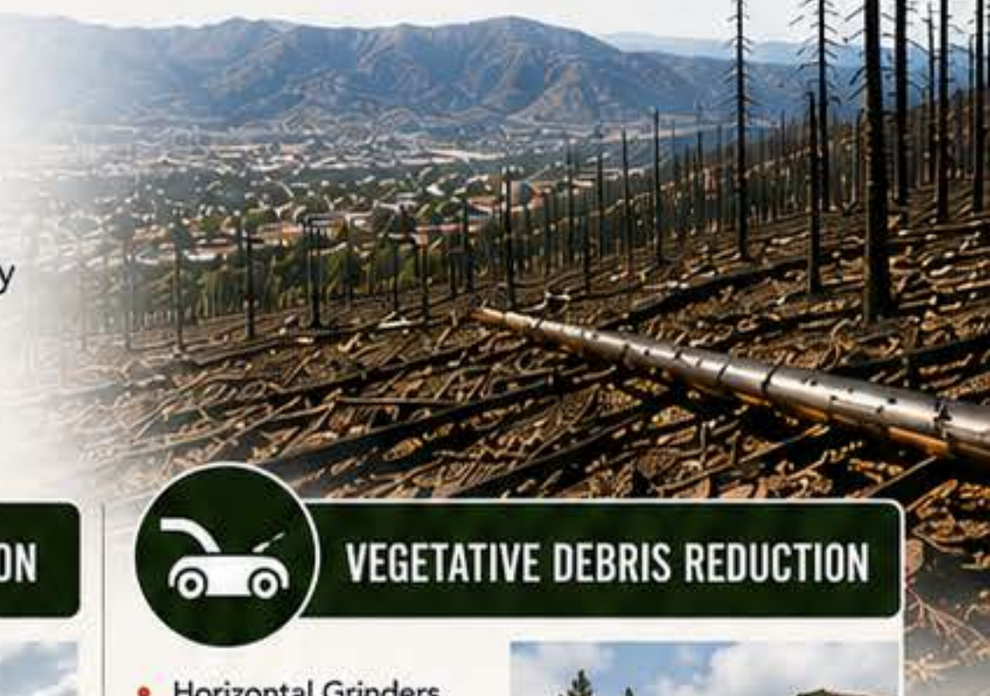
Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Sedona
Contracting, Inc.

EQUIPMENT RESOURCES
AVAILABLE FOR DEPLOYMENT

Sedona Contracting maintains a large and diverse fleet of equipment to efficiently perform all aspects of debris removal operations.



DEBRIS COLLECTION & LOADING

- Hydraulic Excavators (various sizes)
- Excavators with Grapple Attachments
- Wheel Loaders
- Skid Steer Loaders
- Compact Track Loaders
- Backhoes
- Knuckleboom Loaders
- Forestry Grapples

HAULING & TRANSPORTATION

- Tandem Axle Dump Trucks
- Tri-Axle Dump Trucks
- End Dump Trailers
- Transfer Trucks
- Roll-Off Trucks
- Lowboy Equipment Trailers
- Water Trucks

VEGETATIVE DEBRIS REDUCTION

- Horizontal Grinders
- Tub Grinders
- Wood Chippers
- Mulching Equipment
- Log Loaders

HAZARD TREE OPERATIONS

- Bucket Trucks
- Forestry Excavators
- Tree Grapples
- Chainsaws
- Pole Saws
- Stump Grinders

SITE PREPARATION & DISPOSAL OPERATIONS

- Dozers (D5–D8 Class)
- Motor Graders
- Compactors
- Excavators
- Wheel Loaders

TRAFFIC CONTROL & SAFETY

- Arrow Boards
- Message Boards
- Traffic Control Devices
- Portable Lighting Systems
- Safety Barricades
- Traffic Cones

SUPPORT EQUIPMENT

- Pickup Trucks
- Utility Service Trucks
- Fuel Trucks
- Portable Generators
- Portable Restrooms
- Mobile Office Trailers
- Communication Equipment

EMERGENCY RESPONSE CAPABILITY

Sedona Contracting maintains access to additional equipment resources through established subcontractor and vendor relationships, allowing rapid expansion of operations during major disaster events. Equipment fleets can be scaled to support increased debris quantities, multiple work zones, temporary debris management sites, and accelerated recovery schedules as required by the Village of Ruidoso.

READY TO MOBILIZE. ◆ READY TO RESPOND. ◆ READY TO RECOVER.

Sedona Contracting, Inc.

LICENSED.
QUALIFIED. COMMITTED.

Sedona Contracting, Inc. is properly licensed in the State of New Mexico through the Construction Industries Division (CID) and is authorized to perform work within the classifications listed below.

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

SEDONA ENTERPRISES, INC.

LICENSE NUMBER
418581
Qualifying Party(S)
GUARDIOLA MANNY

EXPIRES
11/30/2027

CLASSIFICATION(S)
GA01. GB98. GF02. GF05 GF09

Clay Bailey
DIRECTOR

GREAT SEAL OF THE STATE OF NEW MEXICO · Crescit Eundo · *1912*

This card is the property of the CID and shall be surrendered upon demand

OUR LICENSE. YOUR ASSURANCE.

Our active contractor license reflects our ongoing commitment to professionalism, compliance, and delivering quality results. Sedona Contracting maintains all required licensing, insurance, and safety standards to protect the Village of Ruidoso and ensure successfull project outcomes.

CLASSIFICATIONS

- GA01 – General Engineering Contractor
- GB98 – General Building Contractor
- GF02 – Site Work Contractor
- GF05 – Utility Contractor
- GF09 – Roads & Highways Contractor

LICENSED. ◆ EXPERIENCED. ◆ PREPARED. ◆ COMMITTED TO EXCELLENCE.

Sedona Contracting, Inc.

RFP# 2026-009P
DEBRIS REMOVAL

LOCAL EXPERTISE. PROVEN RESPONSE.
COMMITTED TO RUIDOSO.

KEY SERVICES WE PROVIDE

DEBRIS REMOVAL
Complete removal of disaster-related debris from rights-of-way, parks, and other eligible areas.

HAZARD TREE MANAGEMENT
Removal of hazardous limbs, trees, and stumps that pose threats to public safety or property.

DMS & TDSRS OPERATIONS
Establish and operate Temporary Debris Staging & Reduction Site(s) to safely manage and reduce debris.

TRANSPORT & DISPOSAL
Transport and dispose of debris at Village-approved DMS or final disposal sites in full compliance with local, state, and federal regulations.

ROAD & RIGHT-OF-WAY CLEARANCE
Clear roads and ROWs of debris—no partial removals. No debris larger than 12" in any dimension left behind.

ENVIRONMENTAL STEWARDSHIP
Restore DMS locations to original condition and follow. environmentally responsible practices throughout the process.

COMMITTED TO COMPLIANCE & COMMUNITY SAFETY

- **FEMA** Public Assistance (PA) eligibility requirements followed
- Adherence to FHWA guidance for eligible roadways
- **Safety-driven** operations to protect the community, our team, and the environment
- Environmentally responsible practices for debris handling, reduction, and disposal

LOCAL FOCUS. PROVEN CAPABILITY.

We are committed to supporting the Village of Ruidoso with responsive, efficient, and professional debris removal services that help restore safety and rebuild our community.

PROUDLY SERVING NEW MEXICO COMMUNITIES

EQUIPMENT. EXPERIENCE. ACCOUNTABILITY.

READY TO MOBILIZE. READY TO RESPOND.

Sedona
Contracting, Inc.
575.541.6000

PREPARED
For Any Challenge

CAPABLE
With the Right Resources

RELIABLE
When It Matters Most

COMMITTED
To Our Communities

BEST AND FINAL OFFER (BAFO)

COST PROPOSAL

RFP #2026-009P

DEBRIS REMOVAL SERVICES

★ ★ ★

VILLAGE OF RUIDOSO

RUIDOSO, NEW MEXICO

SUBMITTED:
6.29.2026

PO BOX 338
RUIDOSO, NM 88355

SEDONACONTRACTING.COM

575.541.6000

Sedona Contracting, Inc.

Tel: 575.541.6000

Las Cruces Office:
1505 West Amador
Las Cruces, NM 88005

Ruidoso Office:
340 Eagle Creek Canyon Road
Ruidoso, NM 88345

E-mail: Casey@SedonaContractingInc.com

June 26, 2026

Village of Ruidoso
Attn: Christy Coker, NMCPO, NMCPPP
Customer Service Manager
Ruidoso, NM 88345

RE: Best and Final Offer (BAFO)
RFP #2026-009P – Debris Removal Services

Dear Ms. Coker and Evaluation Committee,

On behalf of Sedona Contracting, Inc., thank you for the opportunity to submit our Best and Final Offer (BAFO) for the Village of Ruidoso's Debris Removal Services contract. We sincerely appreciate the time and effort the evaluation committee has invested in reviewing our proposal and are honored to have advanced to this final stage of the procurement process.

Since submitting our original proposal, our team has carefully reviewed every aspect of our pricing and operational approach. We have identified efficiencies that allow us to provide our most competitive pricing while maintaining the rapid response capabilities, experienced personnel, equipment resources, and FEMA-compliant documentation procedures presented in our original proposal.

Sedona Contracting remains fully committed to serving the Village of Ruidoso before, during, and after emergency events. As a New Mexico contractor with extensive experience responding to disasters throughout our state, we understand that successful debris removal requires more than equipment and manpower—it requires organization, accountability, clear communication, and the ability to mobilize quickly when the community needs it most.

Our team understands the unique challenges of emergency response in the Sacramento Mountains, and we recognize the importance of restoring safe access and essential services as quickly and efficiently as possible for the residents and businesses of the Village of Ruidoso.

Should Sedona Contracting be selected, the Village can expect a dedicated partner committed to protecting public safety, supporting FEMA reimbursement requirements, and delivering responsive, professional service throughout every phase of the recovery effort.

Thank you once again for your consideration and for the opportunity to participate in this important procurement. We appreciate the confidence the Village has shown in advancing our proposal to the Best and Final Offer stage, and we look forward to the opportunity to serve the residents and businesses of the Village of Ruidoso.

Respectfully,

Casey Widener

Casey Widener
President
Sedona Contracting, Inc.

Sedona Contracting, Inc.
575.541.6000

PREPARED
For Any Challenge

CAPABLE
With the Right Resources

RELIABLE
When It Matters Most

COMMITTED
To Our Communities

BEST AND FINAL OFFER (BAFO)

Executive Pricing Summary

DELIVERING COMPETITIVE PRICING WITHOUT COMPROMISING EMERGENCY RESPONSE READINESS

Sedona Contracting, Inc. appreciates the opportunity to submit this Best and Final Offer (BAFO) for **RFP #2026-009P – Debris Removal Services.** Following a comprehensive review of our original proposal, our team evaluated every component of our cost schedule to identify opportunities for increased value while preserving the operational capabilities necessary to successfully perform emergency debris removal services.

As reflected within this BAFO, Sedona has incorporated targeted pricing adjustments to select high-volume unit-price items through operational efficiencies and resource optimization. These adjustments represent our most competitive pricing while maintaining the experienced personnel, equipment resources, rapid mobilization capability, and FEMA-compliant documentation standards presented in our original proposal.

Emergency debris removal contracts differ significantly from traditional construction projects. Because the type, size, and complexity of future disaster events cannot be predicted, many specialized services—including hazardous tree removal, emergency road clearance, structure demolition, debris management operations, and emergency response staffing—must remain adequately priced to ensure immediate availability of qualified personnel, specialized equipment, and the resources necessary to respond safely and effectively under emergency conditions.

Since the South Fork and Salt Fires, the cost of operating within the Ruidoso area has continued to increase, affecting labor availability, equipment ownership and maintenance, fuel, insurance, lodging, transportation, and other operational expenses. Our pricing reflects these market realities while remaining fair, competitive, and sustainable throughout the term of the contract.

Sedona Contracting remains committed to serving the Village of Ruidoso with professionalism, accountability, and responsiveness. Our Best and Final Offer represents our strongest commitment to providing exceptional value while ensuring the Village has a dependable emergency response partner capable of mobilizing quickly, supporting FEMA reimbursement requirements, and delivering efficient debris removal services whenever they are needed.

We respectfully submit this Best and Final Offer for the Village's consideration and appreciate the opportunity to continue serving the residents and businesses of the Village of Ruidoso.

SEDONA CONTRACTING, INC.

BEST AND FINAL OFFER (BAFO) COST PROPOSAL

RFP #2026-009P – Debris Removal Services | Village of Ruidoso | Submitted 6.29.2026

Section / Item	Description of Service	Unit	Original Unit Price	BAFO Unit Price	Response Time	BAFO Adjustment
1. VEGETATIVE DEBRIS						
a.	Pick up vegetative debris from ROW (rights-of- way) and haul to Debris Management Site(DMS). (0-15 miles)	CUBIC YARD	$42	**$41**	10-30 Minutes	Targeted 2% BAFO reduction
b.	Pick up vegetative debris from ROW and haul to DMS. (16-30 miles)	CUBIC YARD	$65	**$64**	10-30 Minutes	Targeted 2% BAFO reduction
2. CONSTRUCTION & DEMOLITION DEBRIS (C & D)						
a.	Pick up Construction & Demolition (C&D) materials from ROW and haul to DMS. (0-15miles)	CUBIC YARD	$42	**$41**	10-30 Minutes	Targeted 2% BAFO reduction
b.	Pick up C&D materials from ROW and haul to DMS. (16-30 miles.)	CUBIC YARD	$65	**$64**	10-30 Minutes	Targeted 2% BAFO reduction
c.	Pick up C&D materials from ROW and haul to LANDFILL in Alamogordo.	CUBIC YARD	$130	**$127**	10-30 Minutes	Targeted 2% BAFO reduction
3. PROCESSING / REDUCING DEBRIS & DEBRIS AND SITE MANAGEMENT						
a.	Grinding / chipping vegetative debris, based onincoming cubicyards.	CUBIC YARD	$37	**$36**	10-30 Minutes	Targeted 2% BAFO reduction
b.	Processing and/or compacting C&D materialsand mixed debris, based on incoming cubic yards.	CUBIC YARD	$45	**$44**	10-30 Minutes	Targeted 2% BAFO reduction
4. Debris Management Site Management						
a.	Debris Management Site (DMS) Management, includes the cost of site preparation, site management, acceptance, erosion control,based on incoming cubic yards.	CUBIC YARD	$60	**$59**	10-30 Minutes	Targeted 2% BAFO reduction
5. FINAL DISPOSAL						
	NOTE: Disposal fees shall be supported by landfill tickets / disposal facility receipts prior to payment by County.					
a.	Load and Transport processed vegetative debris from DMS to final disposal. (0-15 miles)	CUBIC YARD	$42	**$41**	10-30 Minutes	Targeted 2% BAFO reduction
b.	Load and Transport processed vegetative debris from DMS to final disposal. (16-30 miles)	CUBIC YARD	$64	**$63**	10-30 Minutes	Targeted 2% BAFO reduction
c.	Load and Transport compacted C & D and Mixed Materials from DMS to final disposal.	CUBIC YARD	$64	**$63**	10-30 Minutes	Targeted 2% BAFO reduction
d.	DISPOSAL FEES - Vegetative, pass-through cost.	PASS THROUGH	$50	$50	10-30 Minutes	No change
e.	DISPOSAL FEES - C&D / Mized Debris, pass-through cost.	PASS THROUGH	$50	$50	10-30 Minutes	No change
6. HAZARDOUS STUMPS and HAZARDOUS TREES						
a.	Removal of hazardous stump from ROW and transportation to DMS. 24" to 36" diameter.	EACH	$250	$250	10-30 Minutes	No change
b.	Removal of hazardous stump from ROW and transportaton to DMS. 37" to 48" diameter.	EACH	$300	$300	10-30 Minutes	No change
c.	Removal of hazardous stump from ROW and transportation to DMS. 49"> diameter.	EACH	$350	$350	10-30 Minutes	No change
d.	Backfill - supply and placement of clean fill dirtinto holes created by stump removal in the ROW.	CUBIC YARD	$50	$50	10-30 Minutes	No change
e.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. Debris shall be place on County ROW for collection under the terms and conditions of Scope. 6" to 12" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$500	$500	10-30 Minutes	No change
f.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 13" to 24" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$700	$700	10-30 Minutes	No change
g.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 25" to 36" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$800	$800	10-30 Minutes	No change
h.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW. 37" to 48" trunk measured at 4.5' (Diameter breast height - DBH).	EACH	$1,000	$1,000	10-30 Minutes	No change
i.	Removal of hazardous trees (LEANERS ORDAMAGED) from ROW or public property. 49"> trunk measured at 4.5'	EACH	$1,300	$1,300	10-30 Minutes	No change
j.	Removal of hazardous hanging limbs (Hangers) from limbs hanging over ROW. 2" > at break	PER TREE	$750	$750	10-30 Minutes	No change
7. WHITE GOODS						
a.	White Goods, Remove and transport from ROW to DMS.	PER UNIT	$355	$355	10-30 Minutes	No change
b.	White Goods, Remove and transport from ROW to Recycling Facility or approved disposal facility.	PER UNIT	$428	$428	10-30 Minutes	No change
c.	Freon Removal and Management / Recycling	PER UNIT	$350	$350	10-30 Minutes	No change
8. OTHER SERVICES						
a.	Removal and disposal of animal carcass.	PER POUND	$3	$3	10-30 Minutes	No change
b.	Derelict vehicle removal, transfer / tow of typical passenger car.	EACH	$1,000	$1,000	10-30 Minutes	No change
c.	Derelict vessel removal and transportation to secure storage site. (Vessels under 22 feet)	EACH	$3,000	$3,000	10-30 Minutes	No change

d.	Derelict vessel removal and transportation to secure storage site. (Vessels 22 feet and greater)	EACH	$6,000	$6,000	10-30 Minutes	No change
e.	Operation of secure storage site for derelict vehicles.	PER DAY	$3,500	$3,500	10-30 Minutes	No change
f.	Electronic waste removal from ROW and dispose at County approved site.	PER UNIT	$600	$600	10-30 Minutes	No change
g.	Household hazardous waste (HHW) removal from ROW and dispose at County approved site.	PER POUND	$3	$3	10-30 Minutes	No change
h.	Debris to be place on the ROW for collection as regular debris.	CUBIC YARD	$38	$38	10-30 Minutes	No change
i.	Cleaning and clearing of catch basins and inlets.4' x 4'	EACH	$1,000	$1,000	10-30 Minutes	No change
j.	Cleaning and clearing of catch basins and inlets.8' x 8'	EACH	$1,200	$1,200	10-30 Minutes	No change
k.	Cleaning and clearing of catch basins and inlets.10' X 10'	EACH	$1,500	$1,500	10-30 Minutes	No change
l.	Cleaning and clearing of catch basins and inlets.20' x 20'	EACH	$2,000	$2,000	10-30 Minutes	No change
9. DEMOLITION OF STRUCTURES						
	*Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to a County approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, and household hazardous waste for ROW collection. *Includes the removal of PRE-APPROVED concrete slabs.*					
a.	0 - 25 miles one way haul	CUBIC YARD	$184	$184	10-30 Minutes	No change
b.	25-50 miles one way haul	CUBIC YARD	$214	$214	10-30 Minutes	No change
c.	50-75 miles one way haul	CUBIC YARD	$300	$300	10-30 Minutes	No change
	*Structure demolition with regulated asbestos containing (RACM) construction and demolition debris loaded at the designated work zone and hauled to a County approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, household hazardous waste for ROW collection. *Includes the removal of PRE-APPROVED concrete slabs.*					
d.	0 - 25 miles one way haul	CUBIC YARD	$194	$194	10-30 Minutes	No change
e.	25-50 miles one way haul	CUBIC YARD	$224	$224	10-30 Minutes	No change
f.	50-75 miles one way haul	CUBIC YARD	$310	$310	10-30 Minutes	No change
SECTION 3: HOURLY RATES (First Push)						
	EMERGENCY ROAD CLEARANCE (First Push)					
	For evaluation purposes the average "first push" crew makeup is defined below.					
	HOURLY EQUIPMENT RATES (includes operator, fuel, and maintenance)	**UNIT**				
	Rubber tired front end loader, 3 - 5 CY capacity,with operator	HOUR	$280	$280	10-30 Minutes	No change
	Trackhoe, 2 -3 CY capacity, with operator	HOUR	$280	$280	10-30 Minutes	No change
	Dump truck, 16 - 24 CY capacity, with operator	HOUR	$175	$175	10-30 Minutes	No change
	Two (2) person chainsaw / laborer crew, with chainsaws, 16" bar minimum, traffic control flags, and miscellaneous small tools (axes, shovels, safety equipment).	HOUR	$270	$270	10-30 Minutes	No change
	Supervisor with 1/2 - 1 ton pick-up truck, cellphone	HOUR	$165	$165	10-30 Minutes	No change
SECTION 4: HOURLY RATES						
	PERSONNEL / EQUIPMENT	**UNIT**				
	Administrative Assistant	HOUR	$70	$70	10-30 Minutes	No change
	Clerical / Individual	HOUR	$70	$70	10-30 Minutes	No change
	Climber w/ gear	HOUR	$220	$220	10-30 Minutes	No change
	Crew Leader	HOUR	$181	$181	10-30 Minutes	No change
	Electricians	HOUR	$165	$165	10-30 Minutes	No change
	Fabricator	HOUR	$165	$165	10-30 Minutes	No change
	Equipment Operator	HOUR	$155	$155	10-30 Minutes	No change
	Field Technician	HOUR	$140	$140	10-30 Minutes	No change
	Foreman	HOUR	$140	$140	10-30 Minutes	No change
	Foreman w/ truck	HOUR	$180	$180	10-30 Minutes	No change
	Laborer	HOUR	$125	$125	10-30 Minutes	No change
	Laborer w/chainsaw	HOUR	$150	$150	10-30 Minutes	No change
	Project Manager	HOUR	$185	$185	10-30 Minutes	No change
	Superintendent w/truck	HOUR	$175	$175	10-30 Minutes	No change
	Survey person w/ truck	HOUR	$165	$165	10-30 Minutes	No change
	Traffic Control	HOUR	$165	$165	10-30 Minutes	No change

	Truck Driver	HOUR	$120	$120 10-30 Minutes	No change
	Vehicle Mechanic	HOUR	$200	$200 10-30 Minutes	No change
	Welder	HOUR	$225	$225 10-30 Minutes	No change
SECTION 5: HOURLY EQUIPMENT RATES					
	(Additional services, as necessary by County, for the term of the contract) *Includes: operator, fuel, maintenance* *These rates will not be a factor in the evaluation of cost proposals.*				
Is Equipment Owned or Leased	**Equipment Description (or equal) List available Equipment**	**UNIT**			
Owned	2023 Peterbilt 55 ton low boy	HOUR	$211	$211 10-30 Minutes	No change
Owned	2019 Volvo G940 Motor Grader	HOUR	$211	$211 10-30 Minutes	No change
Owned	Hamm 66" smooth drum roller	HOUR	$211	$211 10-30 Minutes	No change
Owned	2023 Caterpillar 299D3 Skid steer	HOUR	$211	$211 10-30 Minutes	No change
Owned	2023 Caterpillar 420d Backhoe	HOUR	$211	$211 10-30 Minutes	No change
Owned	2015 John Deer 323D Skid Steer	HOUR	$150	$150 10-30 Minutes	No change

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and TFR Enterprises, 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

Consultant
ATTN: Tipton F. Rowland
Title: CEO
Street: 601 Leander Drive
City, State, Zip: Leander, TX 78641
Phone: 512-565-0710
Email: tiffany@tfrinc.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

Tipton F. Rowland

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:

TFR enterprises, inc.:

Tipton F. Rowland, CEO

Date:

ATTEST:
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

Due Date:
June 16th, 2026 @ 3:00 PM

Prepared For:
Procurement Manager
The Village of Ruidoso
313 Cree Meadows Drive,
Ruidoso, NM 88345

SAM: PHQDU2KY4JM5

Tiffany Jean
Contract Manager
tiffany@tfrinc.com
Cell: 512-565-0710

Allie Potts
Contract Administrator
contracts@tfrinc.com
Cell: 512-568-9612

RFP #2026-009P Debris Removal

Electronic Submission

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

June 4th, 2026

The Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, NM 88345

To Whom It May Concern,

TFR Enterprises, Inc., is pleased to submit this proposal to the Village of Ruidoso and appreciates the opportunity to support your community's disaster recovery needs. Established in 1989, TFR has grown into one of the nation's most trusted disaster debris management firms, headquartered in Leander, Texas, with field offices across the country. Over the past 36 years, we have completed more than 500 disaster recovery projects across the United States, **collecting and processing over 80 million cubic yards of debris.**

We understand the scope and urgency of disaster recovery services. Our team specializes in emergency road clearance, debris removal and disposal, debris management site operations, demolition, hazardous tree removal, stream and canal restoration, and FEMA documentation. TFR's turnkey capabilities allow us to provide comprehensive, compliant, and cost-effective recovery solutions from initial response through project closeout.

TFR's operational capacity is unmatched, with the ability to respond to disasters of any scale. In 2023, our team managed more than **3.5 million cubic yards of debris** across 22 cities, counties, and agencies in nine states. During the unprecedented 2020 hurricane season, we successfully executed **57 simultaneous contract activations** spanning Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma. Supported by a network of over **1,000 qualified subcontractors** and an expansive fleet of company-owned equipment, TFR stands ready to meet the most demanding recovery challenges.

Our financial strength is another cornerstone of our reliability. TFR owns more than 200 pieces of specialized equipment dedicated to debris operations and maintains the ability to self-fund projects immediately upon Notice to Proceed. This ensures uninterrupted operations while clients await federal or state reimbursement, providing peace of mind that recovery efforts will not be delayed due to funding constraints.

Most importantly, TFR is committed to the communities we serve. We approach every project with the highest standards of safety, efficiency, and accountability, working as an extension of our clients' teams to reduce risk, accelerate recovery, and restore quality of life. Our mission extends beyond debris removal; we are dedicated to helping communities recover stronger, safer, and more resilient for the future.

Thank you for considering TFR Enterprises Inc. as your disaster recovery partner. We look forward to the opportunity to serve your community with the expertise, resources, and dedication that have defined our work for more than three decades.

TFR certifies that this proposal is submitted fairly and in good faith, without collusion or fraud. The signatory of this proposal is authorized to bind TFR Enterprises, Inc., to all contractual requirements.

Primary Contact for RFP	Corporate Headquarters	Contacts with the Ability to Bind
Tiffany Jean	601 Leander Drive	Tipton F Rowland, CEO
Contract Manager	Leander, Texas 78641	Julie Rowland, CFO
Office: (512) 260-3322	Office: (512) 260-3322	Office: (512) 260-3322
Fax: (512) 528-1942	Fax: (512) 528-1942	
Cell: (512) 565-0710	www.tfrinc.com	
tiffany@tfrinc.com		

Sincerely,

Tipton F. Rowland
Chief Executive Officer

Tab 1.
Letter of Transmittal

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: TFR Enterprises, Inc. **FEIN#** 72-1149862

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:
   TFR Enterprises, Inc
   601 Leander Drive, Leander, Texas 78641

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

   Name Tipton F. Rowland
   Title CEO
   E-Mail Address tiffany@tfrinc.com
   Telephone Number (512) 565-0710

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

   Name Tipton F. Rowland
   Title CEO
   E-Mail Address tiffany@tfrinc.com
   Telephone Number (512) 565-0710

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

   Name Tiffany Jean
   Title Contract Manager
   E-Mail Address tiffany@tfrinc.com
   Telephone Number (512) 565-0710

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:

_____

_____

(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.

Authorized Signature

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

06/04/2026

Date

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Tab 3.
Proposal Summary

Executive Summary

TFR Enterprises, Inc. is pleased to submit this proposal to provide comprehensive emergency debris removal and management services. With over three decades of experience supporting communities nationwide in disaster recovery, TFR has developed a proven, efficient approach that emphasizes safety, rapid mobilization, operational flexibility, and full regulatory compliance.

Since our founding in 1989, TFR has assisted federal, state, and local governments in recovering from hurricanes, tornadoes, floods, ice storms, and other catastrophic events. We understand that timely debris removal is critical to public safety, reopening transportation routes, restoring essential services, and enabling communities to begin the recovery process. Leveraging experienced personnel, robust planning, and a nationwide network of vetted subcontractors and equipment resources, TFR can quickly scale operations to meet the demands of disasters of any magnitude or complexity.

Our nationwide deployment capability includes rapid mobilization of management staff, field supervisors, and operational resources. Upon receipt of a Notice to Proceed, TFR can establish a fully functional temporary field office within 24 hours, equipped with communications systems, internet, and satellite capabilities as required. This office serves as the central hub for operational oversight, safety coordination, scheduling, and documentation, ensuring seamless communication with field crews, subcontractors, and client representatives from day one.

TFR's operational methodology emphasizes efficiency, accountability, and strict compliance with all federal, state, and local regulations, including FEMA and other federal disaster reimbursement requirements. Our approach includes rigorous documentation, field monitoring, quality control, and safety oversight to ensure work is performed in accordance with approved debris management plans and to maximize eligible reimbursements for our clients.

Our extensive equipment inventory, coupled with a network of qualified subcontractors and experienced project managers, allows TFR to respond quickly and sustain operations over extended periods, even during prolonged disaster events. By providing reliable, flexible, and fully compliant debris management services, TFR enables communities to recover quickly, restore normal operations, and minimize disruption to residents and businesses.

TFR Enterprises is committed to delivering the highest level of service, combining operational excellence with experience and foresight, ensuring that every project is executed safely, efficiently, and in full compliance with client and regulatory requirements.

Tab 4.
Response to Specifications

Company Overview

Disasters are unpredictable. Disasters can vary in size, scope, and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county, or city desires and highlights different disaster relief and recovery aspects that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and scrutinize our operational and management plans to ensure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 159 years of combined experience responding to hurricanes, floods, and other various disasters. Pre-planning allows TFR to respond to any project rapidly and efficiently in any location should the need arise.

TFR Spotlight

TFR has handled more than 80,000,000cy of disaster debris.

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over two hundred (200+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess the damage. Furthermore, TFR can prep and construct a debris management site for immediate acceptance of storm-generated debris in less than 24 hours. Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties to fully augment our operational capacity and aid the organization of relief efforts. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate, and adapt a preplan accordingly.

TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to ensure that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we provide without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office for two (2) traveling equipment trailers, the TFR maintenance crew ensures that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take appropriate actions to safeguard against such occurrences.

Operationally, TFR operates on the principle of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of

all parties involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities of the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety, and contract integrity.

Price is a large determinant of any decision an informed consumer discerns. TFR fully understands that providing the highest value-added service is sometimes not enough to, alone, secure a contract, as different clients desire different qualities in a personalized project. TFR can fulfill these needs by utilizing Company-owned equipment and manpower. These resources allow TFR to control costs, subsequently discounting prices without conceding overall quality and safety, which is a corporate must. Our mission is to provide our customers with the highest level of service at a fair and market-competitive price.

History

TFR Enterprises, Inc. is a full-service disaster response contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid, and professional service in the industry with federal, state, and local governments, providing expedient, cost-effective disaster debris management, removal, reduction, and cleanup services to over 500 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas, TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings, including land clearing, tree removal, trimming, and pruning on parks, golf courses, and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling, and demolition.

TFR has completed more than 100 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects and many other federal, state, and local government projects. In the past, TFR has received multiple multi-million-dollar task orders from our clients spanning a large geographical area. By applying our resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure quality service, and in some cases, much of the entire delivery order with our equipment and personnel. We can bring our camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the Village of Ruidoso and its community to provide a full-service disaster relief and recovery effort.

Organizational Structure

Our organization is designed to deliver proactive leadership across all areas, while effectively managing all project risks and providing maximum responsiveness to our clients. We provide each client with a dedicated, proven team prepared to execute any debris management mission with the highest degree of quality, professionalism, and efficiency.

Our management approach, proven through more than 500 FEMA-funded disaster response activations, will be applied to this contract to establish the roles and responsibilities of the debris mission's management team and support personnel.

With a robust network of subcontractors and vendors and firsthand knowledge of their capabilities and performance in emergency response and debris management, we readily access the best performers to quickly meet the demands we expect under this contract.

TFR's organizational structure minimizes the gap between the Operations Manager and the Project/Site Manager(s), depending on the size and scope of the response. We believe that by keeping the degree of separation between the management staff and field supervisors to a minimum, our entire team will be better connected and benefit from the increased level of communication.

Our essential employees have been chosen for their disaster recovery experience, leadership abilities, and debris expertise, as well as their ability to respond immediately to crises around the country.

Equal Employment Opportunity Employer

TFR Enterprises, Inc. provides equal employment opportunities without regard to race, color, sex, religion, national origin, age, or disability. TFR Enterprises, Inc. conforms with all applicable federal and state laws, rules, guidelines, and regulations, and provides equal employment opportunities in all employment and employee relations.

Experienced Project Management

Large-Scale Events: TFR demonstrated our capabilities to respond to large-scale events following Hurricane Laura in 2020. We were activated in 36 Parishes to provide hazardous tree removals, debris removal, reduction, and final disposal for state-owned rights-of-way. In total, we supplied more than 150 debris removal crews, and 100 tree crews, managed and closed out 30 debris management sites, and removed more than 2.4 million cubic yards of debris.

Multiple Contract Activations: 2020 proved to be a catastrophic storm season. TFR responded to contract activations within **57 jurisdictions throughout Iowa, Louisiana, Oklahoma, Alabama, Mississippi, and Texas.** TFR managed 10.3 million cubic yards of debris, partnered with 74 subcontractors, certified more than 1,350 pieces of equipment, and remediated and closed out 67 debris management sites.

Meeting Client's Needs: In August 2020, a severe weather event wreaked havoc in the state of Iowa. The Iowa Department of Homeland Security contracted TFR to grind and dispose of 1.6 million cubic yards of vegetative waste. "The professionalism, knowledge, understanding, and work ethic demonstrated by TFR Enterprises' employees is a compliment to your organization and is in keeping with the best standards of emergency response contractors everywhere," says Jordan Moser, Strategic Planner.

Financial Capability

Since the company's incorporation in 1989, TFR has completed over 500 federally funded debris removal contracts in its 36-year history. From a dedicated owner to experienced staff, TFR offers not only the knowledge to perform any job of any size but also the financial flexibility to complete multiple large-scale projects simultaneously.

Company-Owned Equipment

TFR owns over 200 pieces of equipment**,** including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers, and numerous mobile command units. TFR also owns six (6) Diamond Z 1463 Tub Grinders and two (2) horizontal grinders to meet our client's debris-reduction needs. With the industry's largest collection of tub grinders, TFR can rapidly and efficiently dispose of massive amounts of storm-generated debris.

Subcontractors

In addition to our extensive list of company-owned equipment, TFR maintains highly valued working relationships with over one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

Office Location

Our nationwide deployment process includes rapidly establishing a temporary field office to support project management, logistics, and coordination with local officials. Upon receipt of a Notice to Proceed, TFR will mobilize key personnel and resources to the project area and establish a fully functional office within 24 hours. This temporary office serves as the central hub for operational oversight, safety coordination, scheduling, and documentation. The field office is equipped with the necessary communications systems, including internet and satellite capabilities, enabling real-time coordination with field crews, subcontractors, and the client. Establishing this centralized command structure early in the deployment process ensures efficient project startup, clear lines of communication, and the ability to quickly scale operations as debris removal activities increase.

PROJECT HISTORY

PAST 5-YEAR PROJECT HISTORY

2024

HURRICANES HELENE, MILTON, BERYL, AND SEVERE WEATHER EVENTS

$90,465,390 in Contracts
3,495,992 Cubic Yards
92,703 Hazardous Trees

HURRICANE IDALIA, TORNADOS, ICE STORMS, AND SEVERE WEATHER EVENTS

$82,715,114 in Contracts
3,664,573 Cubic Yards
206,390 Hazardous Trees

2023

2022

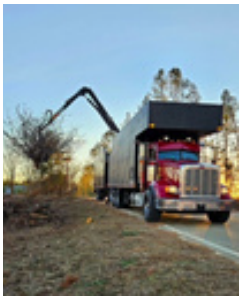
HURRICANE IAN, TORNADOS, AND SEVERE WEATHER EVENTS

$16,401,087 in Contracts
326,603 Cubic Yards
4,125 Hazardous Trees

HURRICANES IDA, FLOODS, AND WINTER STORMS

$18,440,324 in Contracts
585,449 Cubic Yards
5,705 Hazardous Trees

2021



2020

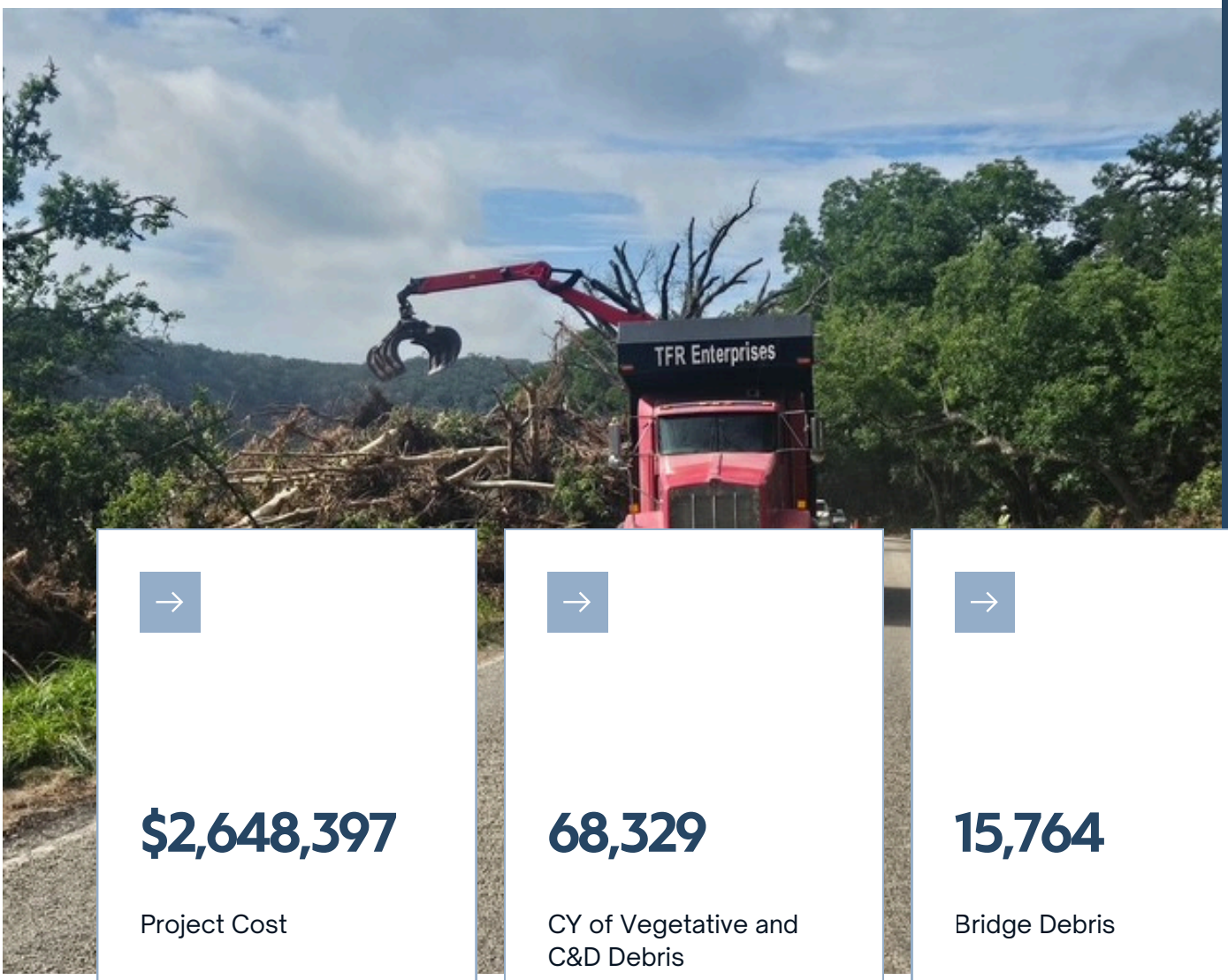
HURRICANES LAURA, ZETA, BETA, A DERECHO, AND WINTER STORMS

$88,529,410 in Contracts
10,279,104 Cubic Yards
19,965 Hazardous Trees

Notable Debris Removal and Disposal Projects

TFR brings over 36 years of industry expertise, specializing in debris management and disaster recovery services. Throughout our history, we have established a solid foundation built on professionalism, reliability, and innovation, enabling us to consistently exceed client expectations.

Texas Dept of Transportation Kerr County



$2,648,397

Project Cost

68,329

CY of Vegetative and C&D Debris

15,764

Bridge Debris

In the early morning of July 4th, a stalled low-pressure system and the remnants of a post-tropical vortex brought 15–20 inches of rain to the Texas Hill Country, causing catastrophic flooding along the North and South Forks of the Guadalupe River in Kerr County. Water levels surged from under five feet to more than 30 feet in less than an hour, inundating homes, sweeping away cabins, damaging roads, and destabilizing hillsides. The hardest-hit area spanned a 14-mile stretch of TX-39 lined with children's summer camps. The disaster left many people stranded or missing and resulted in 135 confirmed deaths, including 117 in Kerr County.[1]

Texas Department of Transportation Overview

During the early morning hours of July 4, a stalled low-pressure system combined with post-tropical remnants over the Texas Hill Country, producing 15–20 inches of rainfall. The most severe impacts occurred along the North and South Forks of the Guadalupe River in Kerr County. Due to dry antecedent conditions and steep terrain, water levels surged from less than five feet to more than 30 feet in under an hour. Homes were inundated, cabins swept away, roadways damaged, and hillsides destabilized. The heaviest destruction spanned a 14-mile corridor of TX-39 along the Guadalupe River, an area that includes numerous children's summer camps. The event resulted in 135 confirmed fatalities, including 117 in Kerr County.

Phase 1 – Initial Assessment and Mobilization

On July 8, TFR was notified by the Texas Department of Transportation (TxDOT) that its Nueces District contract was activated to support recovery operations in the San Antonio District. Within 24 hours, TFR management personnel were on site conducting impact assessments.

Critical concerns identified included expanding community debris stockpiles, debris-packed bridge abutments, and obstructed low-water crossings contributing to secondary flooding in low-lying areas. TFR immediately mobilized excavators, grapple trucks, loaders, and support equipment to initiate response operations in Kerr County.

Search and Recovery Support

As floodwaters receded, TFR supported TxDOT and FEMA Search and Rescue Task Force 1 during life-safety missions. Senior operators conducted controlled de-layering of dense debris deposits beneath bridges and along state rights-of-way, enabling cadaver canine teams to safely and systematically clear impacted areas. Operations were coordinated in real time with search authorities to ensure evidentiary integrity and responder safety before transitioning to debris removal.

Immediate Threat Mitigation

Following search clearance, TFR addressed urgent public safety hazards along TX-39, including obstructed drainage channels and unstable boulders positioned above the roadway. More than 20 bridges and low-water crossings were inspected and cleared within two weeks.

Hydraulic hammers and heavy excavation equipment were deployed to remove hazardous rock formations, some exceeding 35 feet above roadway grade. Recovered material was strategically reused for erosion stabilization, reducing disposal costs while reinforcing compromised slopes. Nighttime operations were conducted in coordination with the Texas Department of Public Safety and TxDOT to avoid interference with ongoing emergencies and supply traffic.

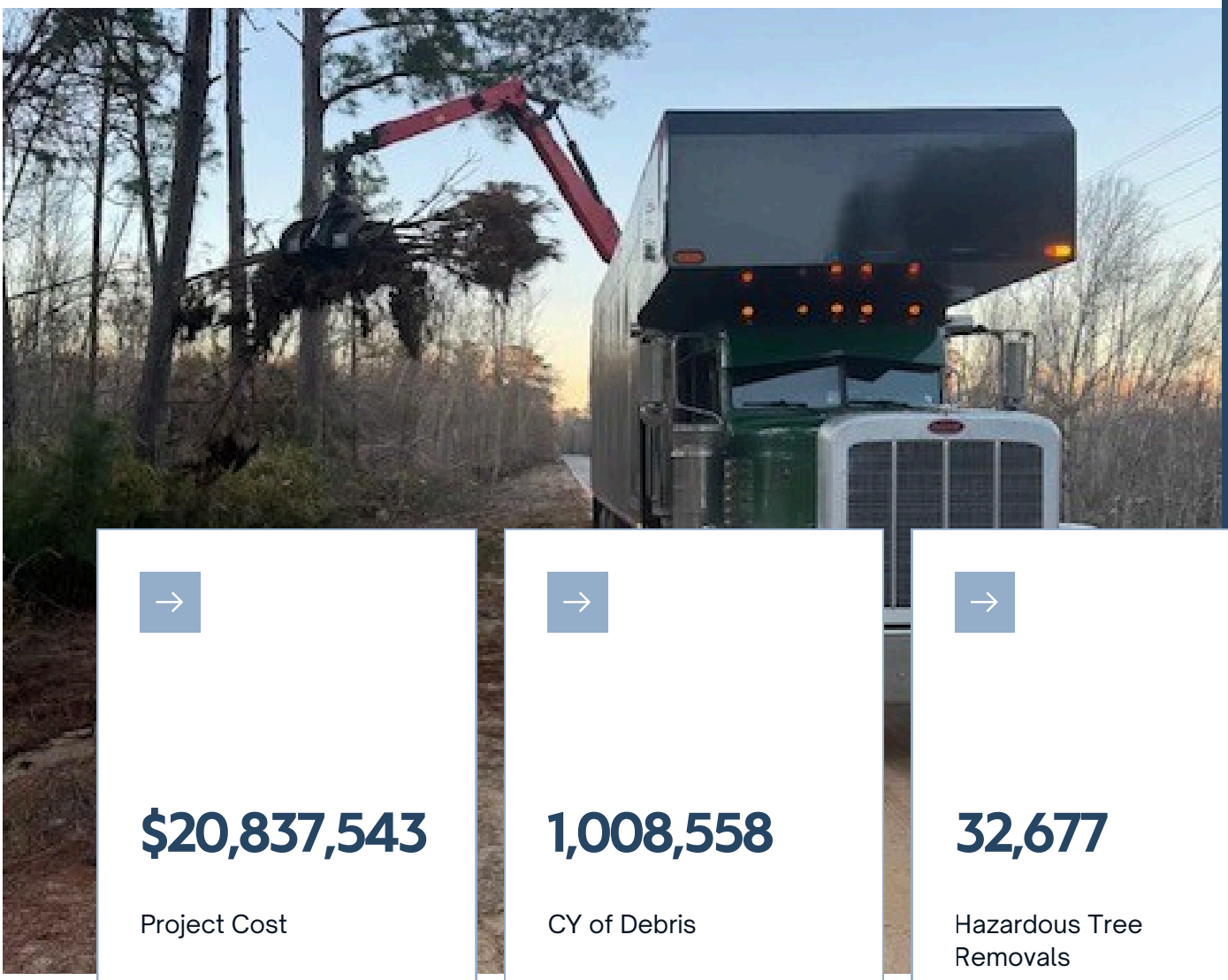
Full-Scale Debris Removal and Restoration

TFR executed comprehensive debris removal operations, completing three systematic passes along the state ROW. Services included:

- Removal of abandoned and disaster-impacted vehicles
- Hauling and disposal of approximately 69,000 cubic yards of vegetative, construction, and demolition debris
- Disposal of more than 2,000 cubic yards of displaced foundation material
- Clearance of approximately 15,000 cubic yards of debris from bridge structures

TX-39 was reopened to the public in less than two months. TFR's phased, safety-driven operational approach restored critical transportation infrastructure, mitigated ongoing hazards, and supported accelerated regional recovery under TxDOT oversight.

Madison County



$20,837,543

Project Cost

1,008,558

CY of Debris

32,677

Hazardous Tree Removals

Hurricane Helene made landfall in the Big Bend area of the Florida Gulf Coast as a Category 4 storm on September 26, 2024. The powerful storm brought sustained winds of over 140 mph, causing significant damage to infrastructure, homes, and businesses in the region.

Madison County Overview

On September 26, 2024, Hurricane Helene made landfall in Perry, FL, as a Category 4 storm with winds exceeding 140 mph. Madison County, located less than 35 miles from the eye of the storm, was directly impacted by the northern eyewall, experiencing sustained winds of over 100 mph. This left behind extensive damage across the county's heavily forested areas.

In the aftermath, the county, state, and local agencies quickly mobilized to secure contractors and recover resources. The sheer scale of the debris field, stretching from Florida to the Carolinas, placed significant strain on available industry resources. In collaboration with the Florida Department of Transportation, Madison County awarded the disaster debris removal contract to TFR Enterprises and requested immediate mobilization.

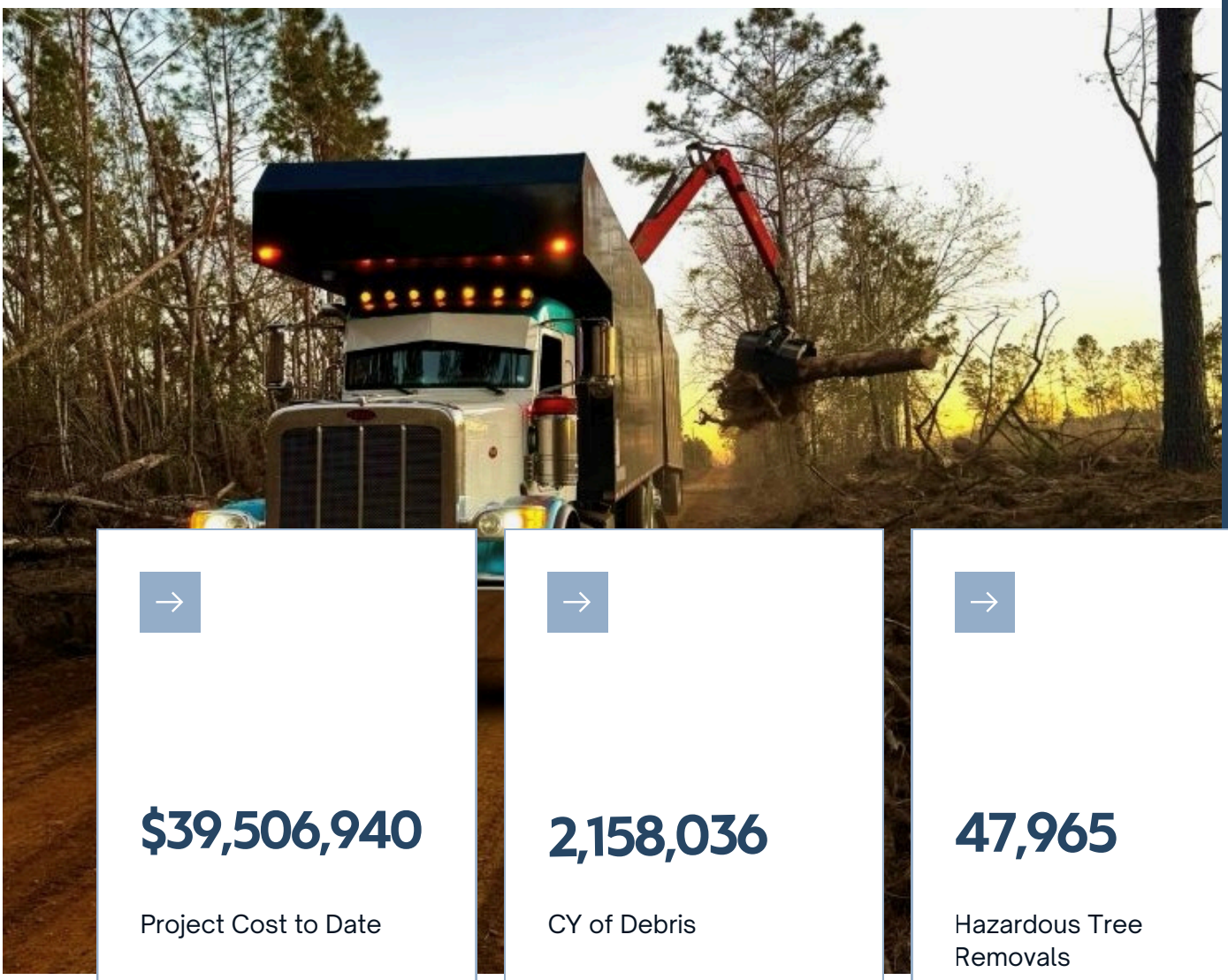
Within hours of being notified, TFR's management team arrived in Madison County, began assessments, and initiated the recovery effort. In less than 24 hours, 15 haul units, each with over 100 cubic yards of capacity, were staged in the county. As operations ramped up, 10 additional hauling units and 35 tree-trimming crews were dispatched to accelerate recovery. Within 48 hours, TFR deployed over 50 clean-up crews, outperforming other contractors and agencies struggling to mobilize resources.

TFR's management and operators worked tirelessly to clear hazardous trees and debris from both public and private roadways. A total of 1,008,558 cubic yards of vegetative debris were collected, and over 32,600 hazardous limbs and trees were removed. The debris was transported to five disaster debris management sites, which TFR leased, permitted, and operated. Within one week of opening each site, reduction by grinding began, preventing local landfills from being overwhelmed by woody material.

TFR further demonstrated its expertise in materials management by facilitating the reuse of reduced mulch at local farms, in partnership with the Florida Department of Environmental Protection. This recycling effort not only diverted material from landfills but also provided cost-saving benefits for the client and supported the region's agricultural industry.

Thanks to TFR Enterprises' swift response, resource availability, and innovative solutions, Madison County, the Florida Department of Transportation, and residents were able to transition quickly from recovery to rebuilding their community.

Emanuel County



$39,506,940

Project Cost to Date

2,158,036

CY of Debris

47,965

Hazardous Tree Removals

Georgia faced devastating impacts from Hurricane Helene in late September 2024, as the storm swept through the state, leaving widespread destruction in its wake. The hurricane caused significant flooding, infrastructure damage, and power outages, while tragically claiming the lives of over 34 individuals. With heavy rainfall saturating much of the state, communities were left grappling with the storm's aftermath.

Emanuel County Overview

On September 26, 2024, Hurricane Helene made landfall in Florida's Big Bend region as a powerful Category 4 storm, bringing sustained winds of 140 mph. The storm's destructive path continued across Georgia, Tennessee, and the Carolinas, leaving behind a trail of catastrophic damage. Emanuel County, Georgia, the sixth largest in the state, was among the hardest hit, suffering widespread devastation with no pre-positioned contracts and only minimal disaster recovery funds available.

Recognizing the urgency, TFR Enterprises met with county officials on October 1st to propose an emergency and exigent circumstances contract for immediate debris removal. With a shared understanding of the county's financial constraints, TFR agreed to defer payment until state and federal funding could be secured. On October 7, the county commissioners ratified the agreement, and work began immediately.

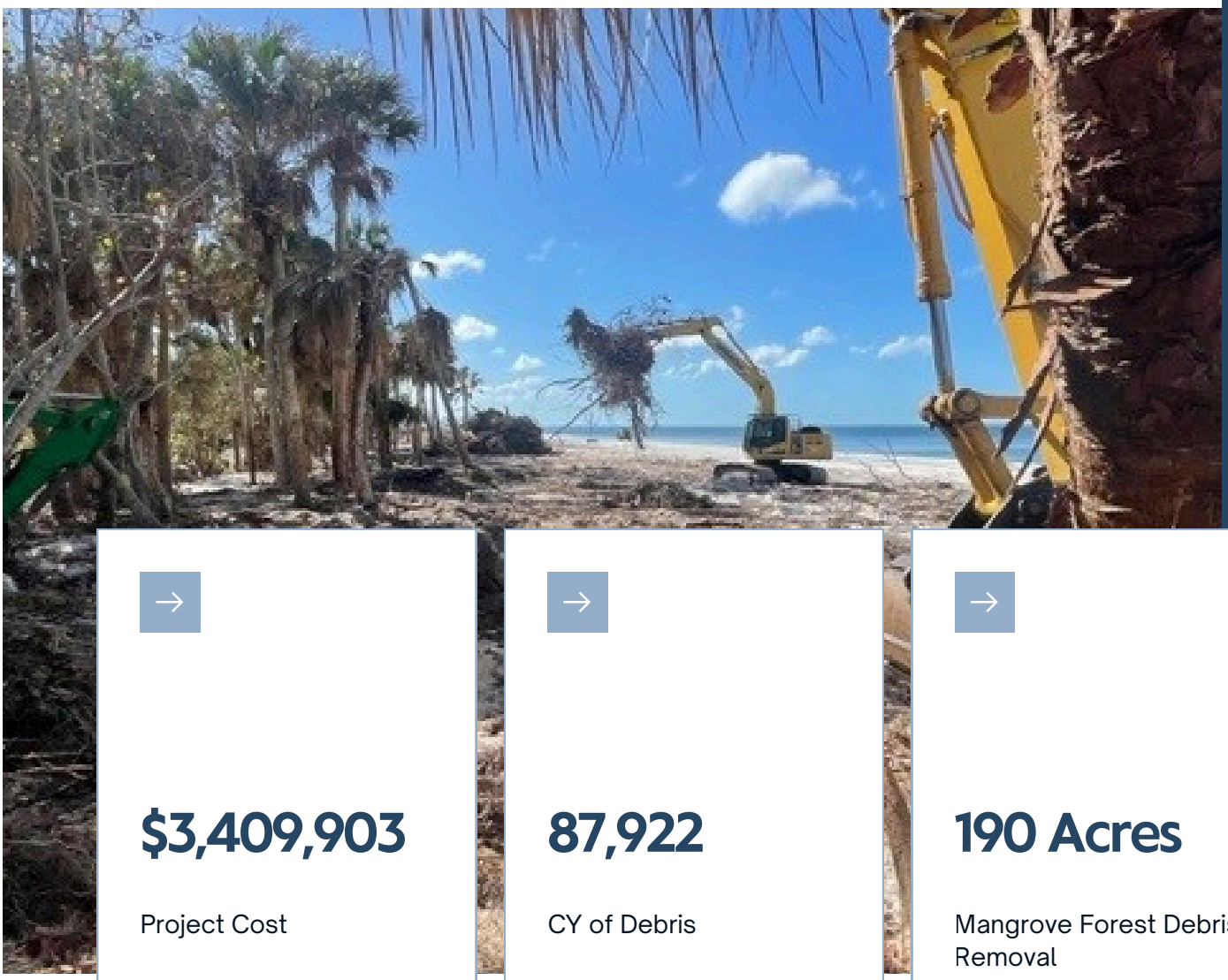
Leveraging deep expertise in debris management, TFR quickly negotiated with local landowners to establish temporary debris management sites (TDMS), secured necessary permits, and launched operations without delay. Despite a nationwide strain on resources exacerbated by Hurricane Milton's subsequent landfall, TFR mobilized over 40 haul trucks (each exceeding 100 cubic yards in capacity), nearly 50 specialized tree removal trucks, and multiple industrial grinders to the scene.

TFR's rapid deployment and operational efficiency enabled the clearance of more than 900 miles of county roads, the removal of 2.1 million cubic yards of vegetative debris, and the elimination of 47,965 hazardous trees and limbs. Debris reduction was conducted on-site using high-capacity grinders, ensuring timely processing.

Final disposal of reduced materials presented a major concern, given the county's limited infrastructure with only one transfer station and no full-scale landfill. TFR developed a cost-effective, environmentally responsible solution: partnering with four local agricultural entities to repurpose 439,000 cubic yards of mulch as soil amendment material. This approach not only saved the county substantial tipping fees but also kept the material out of the waste stream.

From initial procurement to final disposal, TFR guided Emanuel County through every phase of this more than $39 million recovery project, delivering unmatched service during a time of crisis. This project stands as a testament to TFR's agility, resourcefulness, and commitment to community resilience, proving once again what sets TFR apart in disaster recovery.

Florida DEP



$3,409,903

Project Cost

87,922

CY of Debris

190 Acres

Mangrove Forest Debris Removal

Hurricane Ian made landfall on Florida's southern coast as a powerful Category 4 storm on September 28, 2022. The storm struck near Cayo Costa, bringing wind speeds of over 140 mph and storm surges exceeding 15 feet in some areas. The devastation caused by the hurricane significantly impacted numerous state parks overseen by the Florida Department of Environmental Protection.

Florida Department of Environmental Protection Overview

On September 28th, 2022, Hurricane Ian landed on the southern coast of Florida as a Category 4 storm. Initial landfall occurred near Cayo Costa, Florida, with wind speeds reaching 140+mph, and storm surge inundation totaling 15' or more in areas. The damage left behind by this storm impacted many state parks managed by the Florida Department of Environmental Protection, with whom TFR Enterprises holds a disaster response contract.

Immediately following this storm, TFR management was dispatched by FDEP to survey the impact at Delnor Wiggins Pass State Park in Naples, Florida. Located just 50 miles from the landfall of this monstrous hurricane's eye, Delnor Wiggins suffered extensive damage. The single access road for the park was piled with sand ranging from 2' in depth up to almost 10' in places. All nine structures were demolished or damaged beyond repair. The once-wooded areas between the beach and the parking area had been turned into a mangled pile of downed trees, and debris littered the mangroves that encompassed half of the park property. Recognizing that this park has not only economic significance but also ecological significance, TFR Enterprises worked diligently to develop a recovery plan and implement it.

This process began by clearing the access road using heavy machinery and moving displaced sand into lots within the park for stockpiling. Once a clear route was established, TFR utilized experienced arborists to inspect the wooded areas and remove any hazardous trees. Haul units were then dispatched to remove the vegetative material piled by these arborists.

After establishing a route for ingress and egress, TFR management met with park managers, state biologists, and the volunteer group that serves as a steward for the park to develop a plan for restoration of the beach. This started with the removal of the damaged structures. Heavy equipment was utilized to remove and dispose of the nearly 1000 linear feet of bathhouses, ranger stations, and dwellings. Next, biologists marked off sensitive areas, including tortoise burrows, endangered cacti, and other habitats in need of protection. Multiple trommel screens, stacking belts, wheel loaders, excavators, and off-road trucks were then deployed to the beach side of the park. TFR crews worked from sunup to sundown, Monday through Sunday, screening this sand for debris left behind by Ian. Over 55,000 cubic yards of sand were removed, sifted clean, and returned to the beach.

Simultaneously with sand screening operations, TFR headed up the daunting task of returning the mangroves of the park to their pre-storm condition. Ian left tons of large debris entangled within the 190-acre mangrove forest. To protect the mangroves from machinery impacts, TFR utilized a 20-man crew to hand-clean this extremely sensitive and important ecosystem. The debris was cut into pieces that could be carried and then passed down the assembly line of workers, to be piled by the park access road, where haul crews could remove it for final disposal.
Within a few short months, TFR Enterprises evaluated, planned, and executed the recovery of Delnor Wiggins Pass State Park with minimal environmental impacts, allowing residents and visitors to once again enjoy the white sand, wildlife, and sunset views that make this beach a local favorite.

TFR Spotlight

500+
Projects Managed

80,000,000
Cubic Yards of Debris Removed

$2B
Contracts Managed

159+
Years of Combined Management Experience

36
Years Experience

1,500,000+
Hazardous Tree Removals

"I am so grateful for each and every one of the amazing individuals that brought our park back to life and would recommend TFR without hesitation..."
Amy Modglin, Delnor Wiggins

Debris Removal and Disposal Project History

Below is a summary of projects undertaken by TFR Enterprises, Inc. over the past decade, including the season, storm events, contract terms, and associated contract values. Throughout its history, TFR has successfully executed more than 500 debris removal missions, **removed over 80 million cubic yards of disaster debris**, and maintained a consistent record of successful contract execution without ever defaulting.

Project Dates	Contracting Agency	Description of Work	Contract Amount	Volume
01/26 to Present	**Yalobusha County** Cayce Washington 662-473-7298 cwashington@valleytollinc.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removals **MS Ice Storm DR-4899-MS**	TBD	TBD
07/25 to 08/25	**Texas Dept of Transportation** Andres Gonzales 210-615-1110 Andres.Gonzalez@txdot.gov	ROW Debris Removal **Texas Severe Weather and Flooding DR4879-TX**	$2,648,397	41,251 CY Veg 27,078 CY C&D 15,764 CY Bridge Debris
07/25 to 09/25	**Dixie County** Martha McCaskill 352-498-1426 grantcoordinator@dixiecounty.us	Removal of Existing Storm Debris	$567,717	20,787 CY Veg 318 Equipment Hours
10/24 to 02/25	**Carter County** Sonya Shows 601-422-5975 sonya@schausllc.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **TS Helene DR4832-TN**	$5,369,356	46,929 CY Veg, 10,564 Tons C&D, and 50,133 Hours
10/24 to 01/26	**Florida DEP** Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal, Waterway Debris Removal, Sand Sifting & Relocating **Hurricane Helene/Milton DR4830-FL** **(Services Provided in 41 State Parks)**	$15,978,787	181,418 CY of Veg/C&D, 9,287 CY Waterway, 100,383 CY Sand Sifting, 205,904 CY Transport Sand, 11,021 Trees
09/24 to 05/25	**Emanuel County** L. Guy Singletary 478-237-3881 lgsingletary@emanuelco-ga.gov	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Helene DR4830-GA**	$39,506,940	2,158,036 CY 47,965 Trees
10/24 to 11/24	**St. Petersburg College** Kara Schrader-Smith 727-341-3080 Schrader-smith.kar@spcollege.edu	Campus Debris Removal **Hurricane Helene DR4828-FL**	$10,877	1,050 CY
10/24 to 10/24	**School District of Palm Beach County** Kevin Wagner 561-688-7577 Kevin.wagner@palmbeachschools.org	Campus Debris Removal **Hurricane Helene DR4828-FL**	$2,432	128 CY
10/24 to 03/25	**Osceola County** Danny Sheaffer 321-624-3705 Danny.sheaffer@osceola.org	ROW Debris Removal, Reduction, and Disposal **Hurricane Milton DR4834-FL**	$681,259	41,342 CY
10/24 to 01/25	**City of Leesburg** Neil Gaines 352-571-0989 Neil.gaines@leesburgflorida.gov	ROW Debris Removal, Reduction, and Disposal **Hurricane Milton DR4834-FL**	$385,540	35,017 CY
09/24 to 04/25	**Madison County** Leigh Basford 850-973-3698 madisonem@madisoncountyfl.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Helene DR4828-FL**	$20,837,543	1,008,558 CY 32,677 Trees
10/24 to 01/25	**ECC**	Military Base Debris Removal	$3,108,841	21,385 Hours

	Larry Spain 530-330-4331 Lspain@ecc.net	Hazardous Tree Removal **Hurricane Helene DR4828-GA**		
10/24 to 11/24	**City of Port Orange** Thomas DiEulio 386-281-2285 tdieulio@port-orange.org	ROW Debris Removal **Hurricane Milton DR4834-FL**	$69,704	10,977 CY
08/24 to 10/24	**Berkely County** Alan Roberts 843-719-2382 Alan.roberts@berkeleycountysc.gov	Wood Waste Grinding Services	$224,175	427 Hours
07/24 to 09/24	**Cooke County** Shelly Atteberry 940-668-5493 Shelly.atteberry@co.cooke.tx.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Severe Storms DR4781-TX**	$1,027,927	76,662 CY 1,280 Trees
07/24 to 09/24	**City of Wharton** Gwyneth Teves 979-532-2491 gteves@cityofwharton.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Beryl DR4798-TX**	$575,803	48,640.50 CY 411 Trees
07/24 to 09/24	**City of La Porte** Ashley Lovercheck 281-470-5125 baezk@laportetx.gov	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Beryl DR4798-TX**	$667,240	59,219 CY 1,021 Trees
07/24 to 09/24	**City of Nassau Bay** Sherri Ditrich 281-336-6284 Sherri.ditrich@nassaubay.com	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Beryl DR4798-TX**	$142,267	8000 CY 350 Trees
07/24 to 10/24	**City of Sugarland, TX** Dawn Steph 281-275-2172 dsteph@sugarlandtx.gov	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Beryl DR4798-TX**	$2,780,695	117,362 CY 8,999 Trees
09/23 to 04/24	**Florida DOT- Hamilton County** Kevin Couey 386-961-7059 John.couey@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Idalia DR4734**	$17,983,904	791,500 CY 43,125 Trees
09/23 to 04/24	**Florida DOT- Dixie County** Mark Hanna 352-493-6870 Mark.hanna@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Idalia DR4734**	$5,377,899	334,250 CY 10,600 Trees
09/23 to 04/24	**Florida DOT- Madison County** Tim Whitley 352-381-4329 Timothy.whitley1@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Idalia DR4734**	$19,451,968	978,000 CY 48,095 Trees
09/23 to 04/24	**Florida DOT- Suwannee County** Kevin Couey 386-961-7059 John.couey@dot.state.fl.us	ROW Debris Removal, Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Idalia DR4734**	$26,658,942	1,200,000 CY 83,435 Trees
09/23 to 02/24	**Florida DEP** Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	ROW Debris Removal Reduction, Disposal, and Hazardous Tree Removal- **Hurricane Idalia DR4734**	$5,905,335	143,258 CY 12,535 Trees
09/23 to 11/23	**Jefferson County, FL** Shannon Metty 850-342-0223 smetty@jeffersoncountyfl.gov	ROW Debris Removal Hazardous Tree Removal **Hurricane Idalia DR4734**	$1,138,239	61,450 CY 8,431 Trees
09/23 to 10/23	**Hernando County, FL** Stephen Stack 352-754-4060 sstack@co.hernando.fl.us	ROW C&D Debris Removal **Hurricane Idalia DR4734**	$107,720	6,500 CY
08/23 to 10/23	**Forsyth County, GA** Joey Smith 770-205-4530 jhsmith@forsythco.com	ROW Debris Removal, Grinding, and Final Disposal	$287,078	20,335 CY
08/23 to 10/23	**Berkeley County, SC** Alan Roberts 843-719-2382 Alan.roberts@berkeleycountysc.gov	Wood Waste Grinding Services	$175,350	283 Hours

07/23 to 07/23	**City of Topeka, KS** Travis Tenbrink 785-861-5476 ttenbrink@topeka.org	Emergency ROW Debris Removal-**Severe Storms**	$108,840	10,240 CY 125 Hours
06/23 to 07/23	**City of Hopkinsville, KY** Mike Perry 270-890-0601 mperry@h-ky.net	Emergency ROW Debris Removal-**Severe Storms DR4702**	$112,020	12,000 CY
05/23 to 06/23	**Hardin County, TN** Lori Bearden 731-925-9943 hcsw@hardincountytn.net	Emergency ROW Debris Removal-**Tornado DR4712**	$160,515	12,000 CY Veg & 475 Tons C&D
05/23 to 05/23	**City of Birmingham, AL** Joshua Yates 205-335-8082 joshua.yates@birminghamal.gov	Bulk Waste Hauling	$72,000	590 Tons
04/23 to 07/23	**City of Jacksonville, AR** Randy Watkins 501-982-6071 rwatkins@cityofjacksonville.net	Emergency ROW Debris Removal & Reduction-**Tornado DR4698**	$411,300	31,480 CY
03/23 to 04/23	**City of Norman, OK** Joseph Hill 405-329-2524 joseph.hill@normanok.gov	Emergency ROW Debris Removal-**Ice Storm DR4690**	$618,615	3716 Hours
03/23 to 04/23	**City of Lago Vista, TX** James LeBlanc 512-517-8005 james.leblanc@lagovistatexas.gov	Emergency Debris Removal & Reduction-**Ice Storm DR4705**	$54,000	9,000 CY
02/23 to 05/23	**City of Cedar Park, TX** Michael Lerash 512-769-1195 michael.lerash@cedarparktx.gov	Emergency Debris Removal & Reduction-**Ice Storm DR4705**	$1,608,000	9565 Hours
03/23 to 04/23	**Williamson County, TX** Leticia Gomez 512-943-1591 lgomez@wilco.org	DMS Site Support Equipment-**Ice Storm DR4705**	$28,500	150 Hours
02/23 to 03/23	**Sunset Valley, TX** Dakota Burns 512-591-9102 dburns@sunsetvalley.org	Debris Reduction by Grinding-**Ice Storm DR4705**	$31,900	2,700 CY
02/23 to 04/23	**City of Round Rock, TX** Ricci Strayhorn 512-801-7391 rstrayhorn@roundrocktexas.gov	Emergency Debris Removal, Reduction, & Disposal-**Ice Storm DR4705**	$1,658,989	6662 Hours
02/23 to 05/23	**City of Leander, TX** Mike Neu 512-28-2745 mneu@leandertx.gov	Emergency Debris Removal, Reduction, & Disposal-**Ice Storm DR4705**	$460,000	22,600 CY
02/23 to 03/23	**Hale County, AL** Frederick Powell 334-529-7453 hcengrl@gmail.com	Emergency Debris Removal, Reduction, & Disposal-**Tornado DR4710**	$304,000	25,000 CY & 200 Hazardous Trees
10/22 to 10/23	**Florida DEP, FL** Wes Howell 850-528-3576 wes.howell@dep.state.fl.us	Emergency Debris Removal, Reduction, & Disposal Waterway Debris Removal-**Hurricane Ian DR4673**	$12,986,000	111,000 CY & 4,000 Hazardous Trees
10/22 to 11/22	**City of Lake Mary, FL** Bruce Paster 407-585-1452 bpaster@lakemaryfl.com	Emergency Debris Removal & Disposal-**Hurricane Ian DR4673**	$212,000	939 Hours
10/22	**State College of FL Manatee, FL** Rebecca Ferda 941-752-5342 ferdar@scf.edu	Emergency Debris Removal & Disposal-**Hurricane Ian DR4673**	$28,890	2,646 CY
10/22 to 12/22	**Lake County, FL** Mary Hamilton 352-253-6006 mary.hamilton@lakecountyfl.gov	Emergency Debris Removal, Reduction, & Disposal-**Hurricane Ian DR4673**	$1,923,459	88,000 CY
10/22 to 11/22	**FL Southwestern State College, FL** Mat Mason 239-985-3497 matthew.mason@fsw.edu	Emergency Debris Removal & Disposal-**Hurricane Ian DR4673**	$429,492	12,687 CY & 1,390 Hours
09/22	**FLDOT – District 02, FL** Brad Long 386-961-7067 bradford.long@dot.state.fl.us	72-Hour Push-**Hurricane Ian DR4673**	$12,500	Standby Cut & Toss Crews
10/22	**City of Cedar Rapids, IA** Taylor Burgin 319-491-4164	Debris Reduction by Grinding-**Derecho**	$279,160	54,275 CY

	t.burgin@cedar-rapids.org			
06/22	**Hale County, AL** Fredrick Powell 334-538-7453 hcengrl@gmail.com	Emergency Debris Removal-**Tornado**	$53,808	5,585 CY
06/22 to 07/22	**City of Pembroke, GA** Arlene Hobbs 912-653-4406 clerk@pembrokega.net	Debris Reduction by Burning-**Tornado**	$79,538	21,210 CY
02/22	**USDA, KY** Billy Graham 615-210-0617 billy.m.graham@usda.gov	Vegetative Reduction by Grinding & Haul Out-**Avian Flu**	$10,800	1,200 CY
01/22 to 02/22	**Fulton County, KY** Jim Martin 270-559-0192 feje@bellsouth.net	ROW Debris Removal, Reduction, & Disposal-**Tornado DR4643**	$385,440	30,000 CY
11/21 to 04/22	**Marion County, OR** James Hess 503-566-4139 jwhartonhess@co.marion.or.us	ROW Debris Removal-**Winter Storm DR4599**	$1,465,617	10,000 CY & 5,525 Hazardous Trees
09/21 to 01/22	**Hidalgo County, TX** Tony Forina 956-383-3112 tony.forina@co.hidalgo.tx.us	ROW Debris Removal-**Ice Storm**	$630,000	93,600 CY
09/21 to 10/21	**City of Bogalusa, LA** Robert Wallace 985-732-6213 robert.wallace@bogalusa.org	ROW Debris Removal, Reduction, & Disposal-**Hurricane Ida DR4611**	$82,656	13,225 CY
09/21 to 10/21	**Village of Folsom, LA** Margra Steel 985-796-5607 margrasteele@villageofolsom.com	ROW Debris Removal, Reduction, & Disposal-**Hurricane Ida DR4611**	$50,669	5,835 CY
09/21 to 10/21	**Town of Madisonville, LA** Kyle Matthews 985-264-9862 kylem@townofmadisonville.org	ROW Debris Removal & Disposal-**Hurricane Ida DR4611**	$310,544	27,733 CY & 180 Hazardous Trees
07/21	**Iowa DOT, IA** Jody McNaughton 515-239-1298 jody.mcnaughton@iowadot.us	Vegetative Debris Reduction & Haul Out-**Derecho**	$79,343	12,340 CY
07/21	**Sac & Fox Tribe, IA** Mark V. Bear 641-484-4678 mark.vbear@meskwaki-nsn.gov	Vegetative Debris Reduction by Grinding-**Derecho**	$48,750	13,000 CY
06/21	**TXDOT-Kingsland, TX** Joe Muck 512-715-5702 joe.muck@txdot.gov	Waterway Debris Removal of Collapsed Bridge-**Storms & Flooding**	$289,000	112 CY
06/21	**Boyd County, KY** Jason Queen 606-393-1801 jqueen@boydcountyky.gov	Reduction of Vegetative Debris-**Ice Storm DR4592**	$103,680	192 Hours
05/21 to 10/21	**KYTC, KY** Laura Hagan 502-782-3980 laura.hagan@ky.gov	Debris Removal, Reduction, & Site Restoration-**Ice Storm DR4592**	$4,297,452	36,050 Tons
04/21 to 05/21	**City of Eunice, LA** Paul Carrier 337-305-1635 pccarrier@yahoo.com	ROW Debris Removal-**Hurricane Laura DR4559**	$102,260	11,490 CY
03/21 to 06/21	**City of Bastrop, LA** Diane Lenoir 318-283-3301 ddlenoir@cityofbastrop.com	ROW Debris Hauling, Reduction, & Disposal-**Hurricane Laura DR4559**	$946,770	99,660 CY
03/21 to 09/21	**TXDOT-Travis County, TX** Jacob Wells 512-304-8122 jacob.wells@txdot.gov	ROW Debris Removal & Disposal-**Ice Storm DR4586**	$186,182	8,950 CY
03/21 to 04/21	**City of Corpus Christi, TX** Gabriel Maldonado 361-826-1986 gabrielm3@cctexas.com	ROW Debris Removal & Disposal-**Ice Storm DR4586**	$671,580	74,620 CY
12/20 to 3/21	**Hancock County, MS** Ben Benvenutti 228-368-4786 ben@ccellc.us	ROW Debris Removal & Disposal-**Hurricane Zeta DR4576**	$590,696	64,520 CY

02/21 to 04/21	**City of Choctaw, OK** Loren Bumgarner 405-390-8300 lbumgarner@choctawcity.org	ROW Debris Removal & Disposal-**Ice Storm DR4587**	$375,000	81,694 CY
01/21 to 05/21	**Oklahoma City, OK** Greg Little 405-297-2105 greg.little@okc.gov	Debris Removal from City Drainage Channels-**Ice Storm DR4575**	$1,450,493	3,680 Tons
02/21 to 06/21	**Oklahoma City, OK** Jacob Webb 405-919-4169 jacob.webb@okc.gov	Removal of Debris from City Parks-**Ice Storm DR4587**	$351,505	1,770 Tons
12/20 to 01/21	**City of Enid, OK** Everett Glenn 580-747-2677 eglenn@enid.org	ROW Debris Removal & Disposal-**Ice Storm DR4575**	$680,635	5,770 Tons
01/21 to 03/21	**City of Blanchard, OK** Robert Floyd 405-485-9392 citymanager@cityofblanchard.us	ROW Debris Removal & Disposal-**Ice Storm DR4575**	$730,085	137,752 CY
10/20 to 02/21	**City of Norman, OK** Tony Mensah 405-329-2524 tony.mensah@normanok.gov	ROW Debris Removal, Grinding, Hauling, & Final Disposal-**Ice Storm DR4575**	$4,054,876	572,400 CY & 9,995 Hazardous Trees
01/21 to 02/21	**City of Citronelle, AL** Tanya Williams 251-866-7977 mayor@cityofcitronelle.com	ROW Hauling, Grinding, & Final Disposal-**Hurricane Zeta DR4573**	$942,531	75,400 CY & 2,618 Hazardous Trees
12/20 to 04/21	**Alabama DOT-Dallas County, AL** David Bohannon 334-269-2311 kirby.mccrary@volkert.com	ROW Hauling, Grinding, & Final Disposal-**Hurricane Zeta DR4573**	$1,612,114	35,000 CY & 6,990 Hazardous Trees
09/20 to 03/21	**City of Robertsdale, AL** Gregory Smith 251-947-8955 gregsmith@robertsdale.org	ROW Hauling, Grinding, & Final Disposal-**Hurricane Sally DR4563**	$2,508,447	420,411 CY
10/20 to 11/20	**City of Beaumont, TX** Patrick Bardwell 409-880-3720 patrick.bardwell@beaumonttx.gov	ROW Hauling-**Hurricane Beta**	$244,625	Hauling Daily Rate
09/20 to 05/21	**Rapides Parish, LA** Corey Ashmore 318-729-5663 cashmorel@rppj.com	ROW Hauling, Grinding, & Final Disposal-**Hurricane Laura DR4559**	$7,364,356	692,024 CY
09/20 to 10/20	**City of Ruston, LA** John Freeman 318-245-2398 jfreeman@ruston.org	ROW Hauling-**Hurricane Laura DR4559**	$108,322	15,078 CY
09/20 to 05/21	**Louisiana DOT, LA** Seth Matherne 225-719-3424 seth.matherne@la.gov	ROW Hauling, Grinding, & Final Disposal- **Hurricane Laura DR4559**	$50,777,879	3,095,700 CY
08/20 to 09/20	**City of Beaumont, TX** Patrick Bardwell 409-880-3720 patrick.bardwell@beaumonttx.gov	Rental Equipment-**Hurricane Laura DR4572**	$149,201	Hourly Rental
09/20 to 02/21	**Iowa Dept Homeland Security, IA** Jordan Moser 515-323-4246 jordan.moser@iowa.gov	Reduction of Vegetative Debris-**Derecho** Contract #21074 & #21214	$7,722,536	1,600,000 CY
09/20 to 08/21	**City of Cedar Rapids, IA** Taylor Burgin 319-491-4163 t.burgin@cedar-rapids.org	Reduction of Vegetative Debris-**Derecho**	$10,571,166	3,571,339 CY
08/20 to 09/20	**City of Corpus Christi, TX** Gabriel Maldonado 361-244-6264 gabrielm3@cctexas.com	ROW Hauling-**Hurricane Isaias**	$575,820	64,000 CY
07/20 to 08/20	**City of Norman, OK** Tony Mensah 405-329-2524 tony.mensah@normanok.gov	ROW Hauling-**Severe Storms**	$150,910	891 Hours
01/20 to 07/20	**TXDOT-Montague County, TX** Mike Hallum 940-665-5071 mike.hallum@txdot.gov	ROW Removal of Brush & Hazardous Trees-ROW Maintenance	$335,907	28 Miles & 362 Hazardous Trees

11/19 to 01/20	**NCDOT, Carteret, Craven, Jones, & Pamlico Counties, NC** Jeremy Stroud 252-775-6103 jdstroud@ncdot.gov	ROW Hauling & Reduction of Debris-**Hurricane Dorian DR4465**	$206,000	100,000 CY
11/19	**City of Ingleside, TX** Kimberly Sampson 361-776-2517 ksampson@inglesidetx.gov	PPDR Debris & Hazardous Tree Removal-**Hurricane Harvey**	$26,568	100,000 CY & 1,000 Hazardous Trees
10/19	**City of Beaufort** Christi Wood 252-728-2141 cwood@beaufortnc.org	ROW Hauling, Hazardous Tree Removal, Grinding, & Final Disposal-**Hurricane Dorian DR4465**	$116,383	100,000 CY & 1,000 Hazardous Trees
09-19	**NCDOT-Duplin County, NC** Kevin Bradshaw 910-682-5100 ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance-**Hurricane Dorian DR4465**	$17,825	35 Hours
09/19	**NCDOT-Onslow County, NC** David Sawyer 910-467-0550 dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance-**Hurricane Dorian DR4465**	$32,337	63.5 Hours
09/19	**NCDOT-Pender County, NC** Patrick Riddle 910-467-0505 priddle@ncdot.gov	Emergency Cut & Shove Road Clearance-**Hurricane Dorian DR4465**	$43,795	86 Hours
09/19	**NCDOT-Sampson County, NC** Kevin Bradshaw 910-682-5100 ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance-**Hurricane Dorian DR4465**	$18,587	36.5 Hours
09/19 to 10/19	**City of Beaumont, TX** Patrick Bardwell 409-880-3720 patrick.bardwell@beaumonttx.gov	ROW Hauling-**Tropical Storm Imelda DR4466**	$143,000	166 Roll-Off Trucks at Daily Rate
08/19 to 09/19	**City of Donalsonville, GA** Stephen Powell 850-209-4165 stephen.powell@gmcnetwork.com	Vegetative Debris Reduction by Grinding-**Hurricane Michael DR4400**	$136,230	47,800 CY
02/19 to 03/19	**City of Raleigh, NC** Timothy Gainer 919-625-3175 timothy.gainer@raleighnc.gov	Vegetative Debris Reduction by Grinding-**Hurricane Florence DR4393**	$125,056	42,000 CY
02/19 to 03/19	**Columbus County, NC** Harold Nobles 910-642-5257 hnobles@columbussco.org	Vegetative Reduction by Grinding & Disposal **DR4393**	$318,000	40,000 CY
01/19 to 04/19	**Tyndall Air Force Base, FL** Johnny Walker 850-283-1378 johnny.walker.4@us.af.mil	Debris Removal & Final Disposal-**Hurricane Michael DR4399**	$2,314,186	151,000 CY
12/18 to 01/19	**TXDOT-Lee County, TX** Lori Wagner 512-832-7057 lori.wagner@txdot.gov	ROW Debris Removal & Under-Bridge Debris Removal-**Severe Storms & Flooding DR4416**	$61,392	1,600 CY
11/18 to 01/19	**TXDOT-Llano County, TX** Billy Carney 325-423-2762 billy.carney@co.llano.tx.us	ROW Debris Removal & Final Disposal-**Severe Storms & Flooding DR4416**	$1,065,621	19,600 CY
10/18 to 07/19	**TXDOT-Kingsland, TX** Lori Wagner 512-832-7057 lori.wagner@txdot.gov	Waterway Debris Removal of Collapsed Bridge-**Severe Storms & Flooding DR4416**	$7,532,510	13,838 Hours
10/18 to 07/19	**(KBR) Tyndall Air Force Base, FL** Bee Trajkovski 713-753-5872 brankica.trajkovski@kbr.com	AFB Emergency Debris Hauling & Reduction-**Hurricane Michael DR4399**	$11,355,773	71,500 Hours
12/18 to 02/19	**New Hanover County, NC** Kim Roane 910-798-4402 kroane@nhcgov.com	Landfill Debris Management-Hurricane Florence **DR4393**	$175,365	128 Total Day Rate
10/18 to 11/18	**(EEC) Camp Lejune, NC** Dan McFerrin 720-635-2237 dmcferrin@eec.net	Utility ROW Trimming-Hurricane Florence **DR4393**	$1,240,865	560 Total Day Rate
09/18	**(EEC) Camp Cherry Point, NC** Craig Duncan 210-632-2493 cduncan@eec.net	Tree Trimming, Hauling, & Debris Reduction-Hurricane Florence **DR4393**	$944,455	378 Total Day Rate

09/18	**NCDOT-Brunswick, NC** Patrick Riddle 910-467-0505 priddle@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$567,450	30 Crews & 1,170 Hours
09/18	**NCDOT-Columbus County, NC** Ken Clark 910-642-3760 kclark@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$227,576	30 Crews & 1,548 Hours
09/18	**NCDOT-Duplin County, NC** Kevin Bradshaw 910-682-5100 ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$496,398	28 Crews & 1,023.5 Hours
09/18	**NCDOT-Onslow County, NC** David Sawyer 910-467-0550 dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$246,896	26 Crews & 761.25 Hours
09/18	**NCDOT-Pender County, NC** Jeff Garrett 910-259-5413 jlgarrett@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$464,751	30 Crews & 958.25 Hours
09/18	**NCDOT-Sampson County, NC** Kevin Bradshaw 910-682-5100 ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance, Hauling, & Final Disposal-Hurricane Florence **DR4393**	$2,895,617	30 Crews, 777 Hours, & 14,000 Tons
09/18	**NCDOT-New Hanover County, NC** Chris Cocker 910-387-2128 cacocker@ncdot.gov	Emergency Cut & Shove Road Clearance-Hurricane Florence **DR4393**	$510,463	30 Crews & 1,033.5 Hours
09/18	**(EEC) Parris Island, SC** Barbara Growney 201-953-2790 bgrowney@ecc.net	Debris Removal & Hazardous Trees on Base-Hurricane Florence **DR4393**	$66,650	2 Debris Removal Crews, 1 High Voltage Line Crew
08/18 to 09/18	**City of Port Aransas, TX** Leo Wood 228-224-2156 lwood@broaddusassociates.com	Nature Preserve Waterway Debris Removal-Hurricane Harvey **DR4332**	$1,051,818	11,220 CY
02/18 to 03/18	**USACE, CA** James Constantino 213-452-3237 james.constantino@usace.army.mil	Flood Creeks/Channels Debris Hauling-CA Floods	$6,251,020	45,369 CY
02/18 to 03/18	**USACE, CA** Tracy Eccles 661-265-7222 tracy.l.eccles@usace.army.mil	Flood Basin Debris Removal-CA Floods	$2,379,000	13,051 CY
12/17 to 12/18	**Puerto Rico DOT** Elias Huertas 787-380-7078 etirado@dtop.pr.gov	ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Maria **DR4339**	$35,404,180	494,974 CY & 35,411 Hazardous Trees
12/17 to 04/18	**Miami-Dade, FL** Jennyfer Calderon 305-375-5312 jennyfer.calderon@miamidade.gov	ROW Hauling & Debris Reduction-Hurricane Irma **DR4337**	$4,450,000	104,500 CY
09/17 to 10/17	**Florida Turnpike, FL** Maria Connolly 954-934-1209 maria.connolly@dot.state.fl.gov	ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337**	$2,404,647	740 CY & 5,436 Hazardous Trees
09/17 to 11/17	**FLDOT-District 1, FL** Amy Perez 863-519-2316 amarilys.perez@dot.state.fl.gov	ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337**	$6,934,050	77,500 CY & 5,625 Hazardous Trees
09/17 to 11/17	**FLDOT-District 2, FL** Jennifer Curls 38-961-7561 jennifer.curls@dot.state.fl.gov	ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337**	$2,682,704	18,736 CY & 6,419 Hazardous Trees
09/17 to 02/18	**FLDOT-District 5, FL** Victor LoPiccolo 386-943-5287 victor.lopicollo@dot.state.fl.gov	Debris Removal, Hauling, Disposal, Street Sweeping, & Emergency Push Crews-Hurricane Irma **DR4337**	$3,018,580	45,000 CY, 918 Miles, & 4,500 Hazardous Trees

09/17	**FLDOT-District 7, FL** Anita Mountjoy 813-975-6442 anita.mountjoy@dot.state.fl.gov	ROW Debris Removal, Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337**	$46,704	1,700 CY & 68 Hazardous Trees
09/17 to 02/18	**City of Plantation, FL** Steve Rodgers 954-452-2535 srodgers@plantation.org	ROW & Waterway Debris Removal-Hurricane Irma **DR4337**	$8,200,063	500,000 CY & 12,000 Hazardous Trees
09/17 to 01/18	**City of Homestead, FL** Maria Pineda 305-224-4772 mpineda@cityofhomestead.com	ROW Debris Removal, Reduction, Final Disposal, & Emergency Push Crew-Hurricane Irma **DR4337**	$3,568,027	153,600 CY, 3,600 Hazardous Trees, & 6,150 Hours
10/17 to 12/17	**St. John's County, FL** Benjamin Bright 904-209-0252 bbright@sjcfl.us	ROW Tree Trimming, Hauling, & Disposal-Hurricane Irma **DR4337**	$622,235	2,100 Hazardous Trees
10/17 to 11/17	**TXDOT-Victoria, TX** David Stephens 361-293-4341 david.stephens@txdot.gov	ROW Debris Removal and Disposal-Hurricane Harvey **DR4332**	$516,582	30,125 CY
09/17 to 12/17	**TXDOT-Nueces County, TX** Martin Horst 361-808-2261 martin.horst@txdot.gov	ROW Debris Removal, Reduction, & Final Disposal - Hurricane Harvey **DR4332**	$3,603,645	212,000 CY
10/17 to 01/18	**TXDOT-Harris County, TX** Cody McKenney 281-686-9871 cody.mckenney@txdot.gov	ROW Debris Hauling & Disposal-Hurricane Harvey **DR4332**	$238,150	13,300 CY
09/17 to 10/17	**City of Beaumont, TX** Tommy Gill 832-767-8118 tgill@ci.beaumont.tx.us	Emergency Pumps, Generators, & Dump Trucks for ROW Debris Removal-Hurricane Harvey **DR4332**	$490,597	11,750 CY & 2,100 Hours
10/17	**City of Dayton, TX** Theo Melancon 936-258-2642 citymanager@daytontx.org	ROW Debris Removal & Disposal-Hurricane Harvey **DR4332**	$29,106	1,000 CY
10/17 to 11/17	**City of Port Lavaca, TX** Jody Weaver 361-827-3601 jweaver@portlavaca.org	ROW Debris Removal & Reduction-Hurricane Harvey **DR4332**	$400,451	34,900 CY
09/17 to 10/17	**City of Sugarland, TX** Ilana Harris 281-275-2497 iharris@sugarlandtx.gov	ROW Debris Removal & Disposal-Hurricane Harvey **DR4332**	$45,601	2,000 CY
02/17	**City of Raleigh, NC** Kelly Lindsey 919-996-2202 kelly.lindsey@raleighnc.gov	Debris Reduction by Grinding & Haul Out-Hurricane Matthew **DR4285**	$96,000	14,650 CY
10/16 to 02/17	**Port St. Lucie, FL** Richard Perkins 772-344-4263 rperkins@cityofpsl.com	ROW Debris Removal, Reduction, & Haul Out-Hurricane Matthew **DR4283**	$2,706,514	100,800 CY & 5,775 Hazardous Trees
10/16 to 01/17	**FLDOT-District 3, FL** Rick Coe 386-740-3490 frederick.coe@dot.state.fl.us	Clearance Debris Removal, Reduction, & Disposal. Street Sweeping, Inlets Vacuuming, & Sand Hauling-Hurricane Matthew **DR4283**	$12,299,889	146,805 CY & 57,000 Hazardous Trees
10/16 to 12/16	**FLDOT-District 3, FL** Amanda Mauldin 850-330-1364 amanda.mauldin@dot.state.fl.us	ROW Debris Removal & Sea Grass Removal-Hurricane Matthew **DR4283**	$1,480,308	15,600 CY & 6,030 Hazardous Trees
10/16 to 12/16	**FLDOT-District 2, FL** Jennifer Smith 386-943-5367 jennifer.smith2@dot.state.fl.us	ROW Debris Removal & Disposal-Hurricane Matthew **DR4283**	$1,307,107	3,400 CY & 6,650 Hazardous Trees
08/16 to 12/16	**LADOTD-District 61, LA** Mark Benton 225-379-1164 mark.benton3@la.gov	ROW Flood Debris Removal & Disposal, White Goods & E-	$3,192,347	240,530 CY & 2,043 Lbs. Recycled

		Waste-Severe Storms & Flooding **DR4277**		
09/16 to 12/16	**LADOTD-District 03, LA** Mark Benton 225-379-1164 mark.benton3@la.gov	ROW Flood Debris Removal & Disposal-Severe Storms & Flooding **DR4277**	$185,039	17,125 CY
09/16	**Iberia Parish, LA** Michael Broussard 337-492-5412 mbroussard@iberiagov.net	ROW Flood Debris Removal & Disposal-Storms & Flooding **DR4277**	$30,025	2,555 CY
03/16 to 04/17	**Waste Management Landfill, OK** Shawn Cockrell 405-427-1112 scockrel@wm.com	Debris Reduction Services-Single Contract, 3 Callouts	$105,000	70,000 CY
06/16 to 08/16	**Fort Bend County, TX** Scott Wieghat 218-342-4513 scott.weighat@fortbendcounty.gov	ROW Flood Debris, E-Waste, White Goods, & HHW Removal & Disposal-Severe Storms & Flooding **DR4272**	$423,187	48,010 CY, 20,280 Lbs. HHW, & 9,985 Lbs. E-Waste
01/16	**Maryland Dept of General Services** Denise Wade 240-205-3086 denise.wade@maryland.gov	ROW Snow Removal - Snowstorm **DR4261**	$75,096	732 Hours
06/16 to 09/16	**Collin County, TX** Gary Enna 972-548-3700 genna@co.collin.tx.us	Debris Reduction Services-Annual Contract	$347,752	94,400 CY
11/15	**TXDOT, TX** Jamie Witten 512-585-4678 jamie.whitten@txdot.gov	ROW Debris Removal & Disposal-Severe Storms & Flooding **DR4245**	$111,779	10,000 CY
11/15	**Bastrop County, TX** Ronnie Moore 512-779-9926 ronnie@cbdeng.com	ROW Debris Removal & Disposal-Severe Storms & Flooding **DR4245**	$43,469	5,000 CY
12/15	**City of Guthrie, TX** Tenny Maker 405-260-3091 tmaker@cityofguthrie.com	Debris Reduction Services-Ice Storm **DR4256**	$15,000	10,000 CY
12/15 to 01/16	**City of Edmond, OK** Johnny Carter 405-216-7612 jcarter@ci.edmond.ok.us	Debris Reduction Services-Ice Storm **DR4256**	$175,000	58,500 CY
11/15	**Guadalupe County, TX** Judge Kyle Kutscher 830-303-8857 kyle.kutscher@co.guadalupe.tx.us	ROW Debris Removal & Disposal-Tornado **DR4245**	$36,000	550 CY
09/15 to 10/15	**Texas State University, TX** Joel Soto 512-245-1880 js1142@txstate.edu	Debris Removal, Reduction, & Disposal-Severe Storms DR4245	$196,400	11,060 CY, 370 Hazardous Trees
06/15	**TXDOT-Blanco, Bastrop, Caldwell, Lee, & Hays County, TX** Jamie Witten 512-585-4678 jamie.whitten@txdot.gov	Debris Removal from Bridges & Waterways-Severe Storms **DR4223**	$374,000	9,916 CY
06/15 to 07/15	**City of Martindale, TX** Jordan Powell 512-398-1811 jpow@caldwellcountync.org	ROW & Park Debris Removal & Disposal-Severe Storms **DR4223**	$94,000	9,050 CY
06/15 to 09/15	**City of Wimberly, TX** Mark Kennedy 512-393-2219 mark.kennedy@co.hays.tx.us	ROW Debris Removal, Reduction, & Disposal-Severe Storms **DR4223**	$394,000	20,500 CY
06/15 to 09/15	**City of San Marcos, TX** Bert Stratemann 512-393-2219 bstratemann@sanmarcostx.gov	Debris Removal & Disposal-Severe Storms **DR4223**	$439,500	12,000 CY
06/15	**TXDOT-Recovery, TX** Jamie Witten 512-585-4678 jamie.whitten@txdot.gov	Search & Rescue Services-Severe Storms **DR4223**	$86,400	635 Hours
05/15 to 07/15	**Caldwell County, TX** Jordan Powell 512-398-1811 jpow@caldwellcountync.org	Debris Removal, Reduction, & Disposal-Severe Storms **DR4223**	$29,100	1,300 CY

06/15 to 09/15	**Hays County, TX** Mark Kennedy 512-393-2219 mark.kennedy@co.hays.tx.us	ROW Debris Removal, Reduction, Disposal, White Goods, E-Waste, & HHW-Severe Storms **DR4223**	$489,009	16,764 CY
04/15 to 05/15	**Town of Monterey, TN** Bill Wiggins 931-839-3770 bwmanager@citlink.net	Debris Reduction Services-Ice Storm **DR4211**	$30,000	15,000 CY
04/15 to 05/15	**Overton County, TN** Ben Danner 931-823-5638 overtonexec@twlakes.net	ROW Debris Removal & Disposal-Ice Storm **DR4211**	$366,241	53,000 CY
04/15 to 05/15	**Putnam County, TN** Randy Porter 931-526-2161 randy.porter@putnametn.gov	ROW Debris Removal & Disposal-Ice Storm **DR4211**	$1,044,000	102,000 CY
03/14 to 08/14	**NCDOT-Davidson County, NC** Brad Wall 336-487-0000 bwall@ncdot.gov	ROW Debris Removal, Hauling, & Hazardous Tree Work-Ice Storm **DR4167**	$1,347,067	1,126 Tons & 14,530 Hazardous Trees
03/14 to 08/14	**NCDOT-Guildford County, NC** Brad Wall 336-487-0000 bwall@ncdot.gov	Debris Removal, Hauling, & Hazardous Tree Work-Ice Storm **DR4167**	$7,627,602	352,100 CY & 13,850 Hazardous Trees
02/14 to 06/14	**SCDOT, SC** Shannon Welch 843-907-2095 welchsl@dot.state.sc.us	Debris Removal, Hauling, & Hazardous Trees-Ice Storm **DR4166**	$5,814,631	134,000 CY & 31,150 Hazardous Trees

Environmental Overview
TFR Enterprises, Inc. has extensive experience operating under federal, state, and local environmental regulations during debris management and disaster recovery operations. Our team understands the importance of maintaining full compliance with FEMA Public Assistance Program requirements, applicable environmental protection laws, and all permitting conditions associated with debris removal, reduction, transport, and disposal activities.

Throughout our decades of disaster response experience, we have successfully managed operations involving vegetative debris, construction and demolition debris, hazardous hanging limbs, white goods, electronic waste (e-waste), hazardous waste segregation, and environmentally sensitive materials while coordinating closely with local jurisdictions, state environmental agencies, FEMA, and regulatory officials. Our personnel are experienced in implementing best management practices (BMPs) to prevent erosion, stormwater contamination, wetland impacts, air quality violations, and improper disposal.

TFR understands the environmental considerations associated with temporary debris management sites, including site selection, runoff control, groundwater protection, ash management, noise and dust mitigation, electronic waste segregation, and final site remediation. We also maintain strict documentation procedures to ensure debris operations remain eligible for FEMA reimbursement and can withstand environmental and financial audits.

Our operational approach prioritizes safety, regulatory compliance, and environmental stewardship while maintaining efficient debris clearance operations to support rapid community recovery.

Waste Management Experience
TFR Enterprises, Inc. has extensive experience managing and coordinating the collection, segregation, transportation, and disposal of solid waste, electronic waste (e-waste), and household hazardous waste (HHW) generated during disaster debris removal operations. Our teams are trained to identify, separate, and properly manage regulated waste streams in compliance with federal, state, and local environmental regulations to ensure public safety and protect the environment.

During large-scale disaster recovery operations, HHW materials such as paints, solvents, pesticides, household cleaners, automotive fluids, batteries, propane cylinders, and other potentially hazardous items are commonly encountered in the debris stream. In addition, electronic waste including televisions, computers, printers, monitors, appliances containing electronic components, communication devices, and other regulated electronic materials may require specialized handling and disposal procedures. TFR implements established procedures for isolating these materials from vegetative debris, construction and demolition (C&D) debris, and municipal solid waste to prevent contamination and ensure proper handling.

Our field personnel are trained to recognize potentially hazardous and regulated electronic materials and coordinate with qualified environmental subcontractors and certified recycling vendors when specialized handling, packaging, labeling, transportation, or recycling services are required. HHW and electronic waste are collected and staged in designated containment areas at temporary debris management sites (TDMS) and then transported to appropriately permitted treatment, storage, recycling, and disposal facilities.

TFR works closely with local governments, environmental agencies, FEMA representatives, and approved waste management vendors to ensure that all solid waste, e-waste, and HHW materials are handled in accordance with applicable regulations, including U.S. Environmental Protection Agency (EPA) standards and state environmental protection requirements. Detailed documentation, waste manifests, chain-of-custody records, recycling certifications, and tracking procedures are maintained to support regulatory compliance and reimbursement eligibility under federal disaster assistance programs.

Through careful waste segregation, trained personnel, environmental controls, and coordination with licensed disposal and recycling facilities, TFR ensures that solid waste, electronic waste, and household hazardous waste are managed safely, efficiently, and in full regulatory compliance during all phases of debris removal operations.

FEMA Experience

TFR possesses an intimate understanding of the FEMA & FHWA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or FHWA.** We understand that our clients' reimbursement is directly correlated to their ability to pay TFR, and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel have conducted over 500+ federally funded projects and have gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past ten (10) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 36 years. Jack Anderson, our government relations liaison, in conjunction with Tiffany Jean, contract manager, leads our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are familiar with and aware of the federal guidelines for independence in accountability and reporting, as well as recognizing that they cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering guidance to aid our clients in complying with the federal *Public Assistance Program*.

FEMA Compliance Team Spotlight

FEMA Training Courses

Independent Study Course Codes:

1,5,8,10,11,15,18,19,20,21,26,27,29,30,35,37,42,45,60,61,62,63,64,66,75,100,101,102,103,107,111,120,130, 144,156,158,162,200,201,212,215,216,230,235,238,240,241,242,244,245,247,253,271,279,288,289,293,302, 315,317,321,322,323,324,325,326,395,403,559,632,633,650,660,700,703,706,727,772,800,815,904,905, 906,907,908,909,913,914,915,916,1000,1001,1004,1013,1150,1300,2200,2900 and 2901.

Recent Performance on Major Disaster Declarations

Year	Client	Major Disaster Declaration
2024	Emanuel County	Georgia, Hurricane Helene, DR-4830-GA
2024	Florida Department of Transportation (Madison County)	Florida Hurricane Helene, DR-4828-FL
2023	Florida Department of Transportation	Florida Hurricane Idalia, DR-4734-FL
2023	Florida Department of Environmental Protection	Florida Hurricane Idalia, DR-4734-FL
2023	City of Jacksonville	Arkansas Severe Storms and Tornadoes DR-4698-AR
2023	City of Round Rock City of Leander City of Cedar Park City of Lago Vista City of Sunset Valley Williamson County	Texas Severe Winter Storm, DR-4705-TX
2022	Florida Department of Environmental Protection City of Lake Mary Lake County State College of Florida Manatee Florida Southwestern State College Florida DOT- District 02	Florida Hurricane Ian, DR-4673-FL
2021	City of Bogalusa Town of Madisonville Village of Folsom	Louisiana Hurricane Ida, DR-4611-LA
2021	Kentucky Transportation Cabinet Boyd County	Kentucky Severe Winter Storms, Landslides, and Mudslides, DR-4592-KY
2020	City of Choctaw Oklahoma City City of Enid City of Blanchard City of Norman	Oklahoma Severe Winter Storm, DR-4575-OK

TFR Enterprises, Inc. maintains a proactive and disciplined approach to full compliance with all applicable FEMA rules, regulations, and guidance, including FEMA Public Assistance (PA) regulations contained within 44 CFR, current FEMA policy guidance, and FEMA Recovery Operations Center (F-ROC) documentation and reimbursement standards. Since Hurricane Andrew (DR-955-FL) in 1992, TFR has successfully executed debris management operations in strict accordance with FEMA eligibility criteria, documentation standards, procurement requirements, and environmental and historic preservation considerations. TFR develops and implements debris management strategies that prioritize regulatory compliance while maintaining the operational flexibility necessary to adapt to evolving field conditions. Our documentation protocols, quality control systems, load ticketing procedures, monitoring coordination, and reporting practices are designed to ensure transparency, audit readiness, and maximum eligible cost recovery for the Applicant.

Letters of Recommendation

TFR Enterprises, Inc. has built a reputation for excellence in disaster recovery and debris management through years of proven performance and dedication to client satisfaction. Our ability to mobilize quickly, execute large-scale projects efficiently, and navigate complex recovery operations has earned us the trust of federal, state, and local government agencies across the country.

The following letters of recommendation highlight our commitment to professionalism, responsiveness, and quality service. These testimonials from past clients and project partners serve as a testament to our experience, capabilities, and ability to deliver results. We take pride in our role in restoring communities and appreciate the confidence our clients have in our work.

City of Sugar Land

RE: Hurricane Beryl Debris Removal

To whom it may concern,

I am writing to provide a reference for TFR Enterprises. The City of Sugar Land had the opportunity to observe their work firsthand after Hurricane Beryl, and I can confidently recommend them for similar projects.

From the outset, TFR representatives and project managers demonstrated a high level of professionalism and dedication. Prior to hurricane season they met with the City and were able to provide valuable information regarding coordination and activation. After receiving the Notice to Proceed (NTP) post Hurricane Beryl, they arrived promptly and were well-prepared to tackle the challenges posed by the storm debris. Their team worked efficiently, utilizing effective techniques to ensure the safe and thorough removal of debris while adhering to all FEMA guidelines, local regulations, and safety protocols.

After activation they met with City staff, and the Debris Monitor, multiple times a day to ensure we had a coordinated plan. TFR Project Manager, Steven Vinyard, maintained open communication throughout the project, providing daily updates and addressing any concerns that arose. Their commitment to quality and customer satisfaction was evident in their attention to detail and willingness to meet the City's requests. In addition to their technical expertise, TFR Enterprises and their team displayed a strong work ethic and a positive attitude, which contributed to a collaborative and productive working environment. TFR was able to assist the City of Sugar Land in recovering from Hurricane Beryl in a timely manner in comparison to surrounding areas impacted.

I recommend TFR Enterprises for any future projects involving cleanup and debris removal. Their experience, reliability, and dedication make them an excellent choice for municipalities and organizations in need of these services. Please feel free to contact the City of Sugar Land or myself if you have any further questions.

Sincerely,

Lauren Lathon
Innovation Project Lead
(713)485-9342

Forsyth County Emergency Management Agency

Thomas S. Cisco, Director

TO: TFR Enterprises

RE: Letter of Recommendation

To whom it may Concern:

On behalf of Forsyth County GA, I would like to acknowledge the excellent level of professionalism and service that was provided by TFR Enterprises after a severe thunderstorm occurred on July 20th, 2023. TFR Enterprises was used as our emergency debris management contractor and was very responsive to the County's needs and requirements.

All the staff and crews working with, or for TFR were a pleasure to work with and all the pieces of the project went very smoothly from the onset. Forsyth County Government is appreciative of the service provided and would recommend TFR Enterprises to other local governments.

Sincerely,

Thomas S. Cisco
Director
Forsyth County Emergency Management
3520 Settingdown Rd.
Cumming, GA 30028
Tel: 678-965-7173

CITY OF TOPEKA
Forestry Department
201 NW Topeka Blvd
Topeka, KS 66603
Tel: 785-368-0914
ttenbrink@topeka.org

To whom it may concern,

Please accept this letter of recommendation from City of Topeka Forestry Department, Kansas. On July 14, 2023 the city of Topeka sustained citywide damage as a result of strong winds during a storm that moved through the City. The damage resulting from the storm required citywide clearing and hauling of vegetative debris. Within 24 hours' notice TFR mobilized crews and equipment to assist in our clean-up efforts. Rodger and his team were very courteous to city staff and citizens during the project and greatly aided in our ability to complete the project in a timely manner. I would recommend and utilize TFR's services again.

Sincerely,

Travis Tenbrink

City Forester, City of Topeka

FLORIDA DEPARTMENT OF Environmental Protection

Florida Department of Environmental Protection
Highlands Hammock State Park
Lake June-In-Winter-Scrub State Park
5931 Hammock Road
Sebring, FL 33872

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

24 February 2023

TFR Enterprises, INC
601 Leander Drive
Leander, TX 78641

To All it May Concern,

I would strongly recommend TFR Enterprises for any debris clearing and especially Hurricane cleanup duties after our state park's experience with them after Hurricane Ian in 2022. I manage both Highlands Hammock State Park in Sebring and Lake June in Winter Scrub Preserve State Park in Lake Placid, Florida. I would start by saying that they arrived on site within three days of the storm, stayed on site for 3 months and were wonderful to work with throughout the entire process. And after almost 30 years as a Florida Park Service Park Manager, I wish that all park vendors were as helpful, communicative, flexible, efficient, safe, and trustworthy. They were an extension of our own staff during a trying time with extensive damage over 11,000 acres in two parks separated by 20 miles. Not only did they clean up downed debris but also cleared flooded ditching, cut damaged trees, burned off the debris by Florida Forestry Service specifications, and worked very well with our debris monitoring company, Tetra Tech who did not show up until a week later. I can not say enough good about TFR and their employees. I hope to work with them again under different, less stressful circumstances again.

TFR Enterprises were worth much more than their cost,

V. Morgan Tyrone, PM
Highlands Hammock State Park
Lake June in Winter Scrub Preserve State Park
Sebring, FL 33872
863-386-6099

STATE OF IOWA

KIM REYNOLDS
GOVERNOR

ADAM GREGG
LT. GOVERNOR

IOWA DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
PAUL TROMBINO III, HOMELAND SECURITY ADVISOR
AND EMERGENCY MANAGEMENT DIRECTOR

Tiffany,

On behalf of the State of Iowa, I would like to thank TFR Enterprises for the exceptional debris removal services provided in the wake of the devastating severe weather event that impacted Iowa on August 10th, 2020. TFR's swift response and unwavering commitment to this mission has assisted Iowan's, at every level, in returning to normal life in a time when the very definition of the word, "normal," seems to be ever in doubt.

Battling a global pandemic environment, inclement winter weather, while also responding to multiple hurricanes that impacted other areas of the country during 2020, TFR has successfully aided the State of Iowa in grinding and disposing of more than 1.6 million cubic yards of vegetative debris in less than six months, a feat which, to my knowledge, is unprecedented in Iowa's Emergency Management history.

The professionalism, knowledge, insight, and work ethic, displayed by TFR Enterprises' staff is a tribute to your company and is in keeping with the highest standards of emergency response contractors everywhere.

Thank you for all that you have done and continue to do. Having secured a standing master agreement with your company through 2021, I take great comfort in the knowledge that, should the State of Iowa require these services in the future, TFR Enterprises is standing by, at the ready, to help Iowa travel the road to recovery.

Sincerely,

Jordan Moser
Strategic Planner
Response Division

Technical Approach

This operational plan has been refined and proven through years of experience in disaster-related debris management. From smaller projects in Port Aransas, Texas, to large-scale operations in Emanuel County, Georgia, the plan outlined below is designed to maintain the flexibility required to administer and complete multiple projects simultaneously, without compromising safety, transparency, or performance. In 2024, TFR's scalable operational plan was tested under widespread, multi-state operations. With active projects across Florida, Georgia, Tennessee, and Texas, TFR successfully operated, funded, and closed out 56 projects with a combined value exceeding $90 million.

Supporting Communities from the Ground Up

☑ **Ready**

With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

☑ **Respond**

TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

☑ **Recover**

TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

Planning and Preparation

Preparation is the cornerstone of effective emergency management. To support our clients' preparedness, TFR provides annual on-site training and tabletop exercises for all interested agencies. Typically lasting four to five hours**,** these sessions are conducted in the months leading up to Hurricane Season and are based on simulated disaster scenarios developed by TFR.

This value-added service helps familiarize TFR personnel with key emergency management officials and local agencies involved in debris operations. By gaining a clear understanding of local needs and capabilities, TFR can develop a response plan that best serves the community.

During the training sessions, TFR will review key team member contact information and work toward a thorough understanding of the client's expectations, including any safety, logistical, or environmental concerns. We will review the client's current debris management plan and provide feedback where needed, as well as assess existing debris management sites and identify additional locations if necessary.

TFR strongly recommends that each client develops and regularly reviews sector maps for their debris management plan and establish a tiered priority approach. If requested, TFR can also assist in establishing emergency routes, with an emphasis on immediate-need facilities. The session will also include a review of potential staging sites, priority routes, and completion expectations to ensure readiness and a coordinated response following an event.

Monitoring

The 72 hours leading up to a forecast event's landfall are critical for ensuring an effective response. TFR Enterprises follows a structured approach to preparation, mobilization, and coordination during this crucial window to maximize readiness and minimize downtime post-event.

Timeline	Description
72 to 48 Hours	**Subcontractor Coordination** •TFR's contract team initiates outreach to a pre-qualified network of subcontractors, prioritizing those located nearest to the projected impact area to ensure a prompt and effective response. •Subcontractor availability, estimated response times, and access to temporary lodging and fuel are confirmed to secure commitments and ensure rapid, reliable deployment of resources. **Resource and Fleet Preparation** •The fleet manager assesses potential resource needs; initiates contact with vendor partners and notifies the shop manager and operators about potential deployment. •Project managers assist with finalizing subcontractor commitments, confirming in-house labor availability, and planning logistics for post-storm operations.
48 to 24 Hours	**Standby Status Initiation** •As forecast probabilities solidify, TFR continues communication with subcontractors and places them in a standby state, ready for immediate deployment. •The fleet manager ensures that all operators, support personnel, and equipment are standing by for dispatch.
24 to 0 Hours	**Resource Mobilization** •Upon client notification or direction from TFR's administrative staff, resource mobilization begins. •Project management, equipment, and personnel are staged at predetermined locations outside the impact zone. **Communication and Staging** •Teams remain in communication with TFR's contract administration team and the client, awaiting further instructions. •If push crews are requested, staging locations are coordinated with the contracting agency to provide immediate post-storm assistance.

Through proactive coordination, meticulous resource preparation, and strategic staging, TFR delivers a swift and effective response immediately following landfall. This streamlined approach minimizes response times, optimizes operational efficiency, and ensures the prompt fulfillment of client and community needs.

Notice to Proceed

Immediately upon receipt of a Notice to Proceed, TFR will schedule a kick-off meeting with client personnel to review and confirm the mobilization plan, align roles and responsibilities, establish expectations, and ensure a coordinated, efficient response.

Mobilization of Personnel and Equipment

Once initial assessments are completed either by the client or TFR, and the need for contract activation is confirmed, TFR enters the mobilization phase. Project Managers on the ground will work closely with Fleet Management at headquarters to coordinate the dispatch of personnel, equipment, and other critical resources.

Project Managers consider the magnitude of the event, the specific services for which TFR is contracted, client assessments, in-house evaluations, and other relevant factors to determine the optimal type and quantity of resources required to efficiently meet operational objectives. Mobilization begins within 24 hours of receipt of the written Notice to Proceed, ensuring a rapid and effective response.

Available Equipment

With nearly four decades of experience in disaster response projects, we understand that during emergencies, equipment resources are quickly consumed by contractors, federal agencies, and local governments serving residents and businesses. To address this, our in-house equipment fleet, supplemented by resources from our subcontractors and vendors, ensures that clients have access to equipment owned or controlled by TFR.

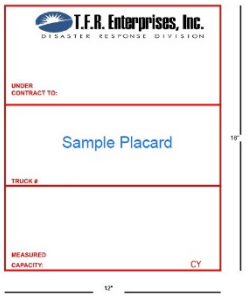
Description	Company Owned	Subcontractor Owned
Tub Grinder (Diamond Z- 1000HP)	6	12
Horizontal Grinder	2	5
Stump Grinder	2	30+
Excavators	12	37
Wheel Loaders	4	46
Track Loaders	3	64
Bulldozers	17	16
Air Curtain Incinerator	4	10
Skid Steer	4	100+
Self-Loading Haul Trucks	56	300+
Pup-Trailers	45	100+
Truck Tractor	7	500+
Walking Floor Trailers	7	100+
Low Boy Trailers	4	18
Service Trailers	5	8
Flat Bed Trailers	6	100+
Bucket Trucks	19	100+
Service Trucks/ Foreman Vehicles	14	50+
Office Trailers	5	50+
Light Towers	2	50+
Air Compressor	2	75+
Turf Rake	1	10+
Power Screen	2	10+
Water Truck	2	10+

Equipment availability has never been an issue for our team on debris management projects. Collectively, we have access to more than 2,000 pieces of equipment. When our own fleet cannot meet demand, we rely on a network of pre-qualified equipment vendors. TFR maintains Master Service Agreements (MSAs) with both local and national vendors, providing preferential pricing and access to modern, well-maintained equipment from suppliers such as Caterpillar, Sunbelt Rentals, Komatsu, and John Deere. This ensures that equipment is appropriate for the task at hand and can be mobilized quickly.

Lodging and Life Support Services

TFR's office staff coordinates lodging and life support for field personnel through a variety of options. Whenever possible, local accommodation such as hotels, Airbnb, VRBO, or similar services is utilized. In situations where local resources are limited due to capacity constraints, power or water outages, or other circumstances, TFR can deploy multiple portable housing units. Equipped with company-owned water trucks and on-hand generators, these units are self-sustaining for extended periods or until local services are restored, ensuring personnel remain safe, comfortable, and fully operational.

Equipment and Personnel Check-In



Once the staging area is established and resources are dispatched, TFR, in coordination with the client or a designated monitor firm, completes the certification process. Each debris-hauling unit is measured for capacity or weight in accordance with contractual specifications and assigned a unique identification number, which is displayed on a truck placard for tracking and record-keeping purposes. Similarly, tree-trimming and other specialized equipment receive numbered placards for the same purpose. This entire process is thoroughly documented, with copies of all records provided to both the client and TFR to ensure transparency, accountability, and accurate reporting.

Coordinating with Clients and Debris Monitoring Team Members

TFR Enterprises places strong emphasis on continuous coordination with government officials and has assigned debris monitoring personnel to ensure all right-of-way debris operations are executed in accordance with established guidelines and project requirements. Our field supervisors maintain daily communication with government representatives and monitoring teams to confirm route approvals, address field conditions, and resolve operational issues in real time. This coordinated approach ensures accurate documentation of debris volumes, compliance with FEMA Public Assistance eligibility standards, and proper verification of all load tickets and haul activities. By working closely with government oversight and debris monitoring staff, TFR Enterprises promotes transparency, accountability, and efficient workflow throughout all phases of debris removal operations.

Work Shifts and Safety

For safety, debris removal crews typically operate 12-hour shifts during daylight hours, seven days a week, unless otherwise specified in the contract. If requested, debris site operations can be conducted 24 hours a day, with adequate lighting and all necessary safety measures in place to protect personnel and ensure compliance.

TFR's Safety Manager conducts monthly safety meetings with the management team to review job site safety practices, discuss safe working conditions, and reinforce TFR's corporate commitment to occupational safety, health, and regulatory compliance. In addition, the Safety Manager leads weekly group safety meetings, while Project Managers hold daily toolbox meetings with debris removal crews, operators, laborers, and support staff. These sessions address known hazards, analyze near misses, and provide a forum for discussing employee safety concerns, ensuring a proactive, continuous safety culture across all operations.

Debris Management Operations

The aftermath of a natural disaster often leaves a wide range of debris, including fallen and uprooted trees, branches, hazardous stumps, and other vegetative material of varying sizes. Mixed debris, including construction and demolition (C&D) materials, may also be present. Additionally, a range of special wastes can be commingled within the waste stream and require careful handling and proper disposal procedures.

Eligible debris is defined as "materials originating from the effects of any natural or man-made catastrophe or major disaster." Unless otherwise authorized by our client, eligibility is limited to debris located on public rights-of-way (ROWs) and public lands and excludes debris from commercial

sources or unimproved private property. Any debris with questionable eligibility will be brought to the attention of the monitoring firm for determination.

TFR will perform debris removal in full compliance with the number of passes specified in the contract, ensuring thorough coverage and adherence to client requirements.

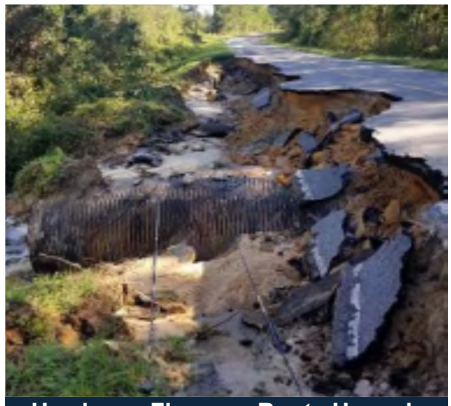
Work Zone Safety and Traffic Control
Ensuring the safety of both workers and the public within debris removal work zones is paramount. Adequate warning and clear guidance will be provided to vehicle traffic to ensure safe navigation around active operations. Before commencing work, a detailed Traffic Control Plan will be developed, submitted for review, and approved by the client. In accordance with ATTSA and all applicable state and local requirements.

All necessary traffic control supplies and devices, including signage, cones, barrels, stop/slow paddles, and personal protective equipment (PPE), will be available on the first day of operations. Load and haul crews will receive training that includes a mock traffic control setup, allowing them to practice various scenarios commonly encountered in the field, such as intersections, one-way streets, and multi-lane highways. Flaggers will receive specialized training to ensure competency, attentiveness, and full compliance with the Traffic Control Plan.

Utility Line Hazards
Downed utility lines are an expected hazard during emergency debris response operations. To protect work crews from energized lines, a pre-hazard assessment of each work zone will be conducted. Any areas where downed lines are identified will be clearly marked, and an exclusion zone will be established. Specially trained personnel will assess, test, and, if necessary, coordinate with local utility managers to remove potentially hazardous utility lines and allow debris removal from the right-of-way to proceed safely. If an area cannot be accessed safely, crews will bypass it until it is deemed safe to return.

Route Hazard Analysis
At the inception of each project, a route hazard analysis will be conducted to identify haul routes that may present safety risks. Based on these inspections, preferred routes will be designated, and restrictions on the types of loading and haul units permitted will be established. Route reviews will continue throughout operations to identify and mitigate any emerging hazards, always ensuring safe and efficient debris transportation.

Project Spotlight



Hurricane Florence Route Hazard

TFR partnered with the North Carolina Department of Transportation (NCDOT) to provide cut-and-shove crews supporting roadway clearance across six counties. During mobilization planning, TFR deployed scouting crews to map effective routes to response sites. The scouts identified numerous challenges, including flooded and collapsed roads. Despite these obstacles, TFR successfully established alternate haul routes and completed the 70-hour push without delay, demonstrating our ability to adapt rapidly and maintain operational efficiency under challenging conditions.

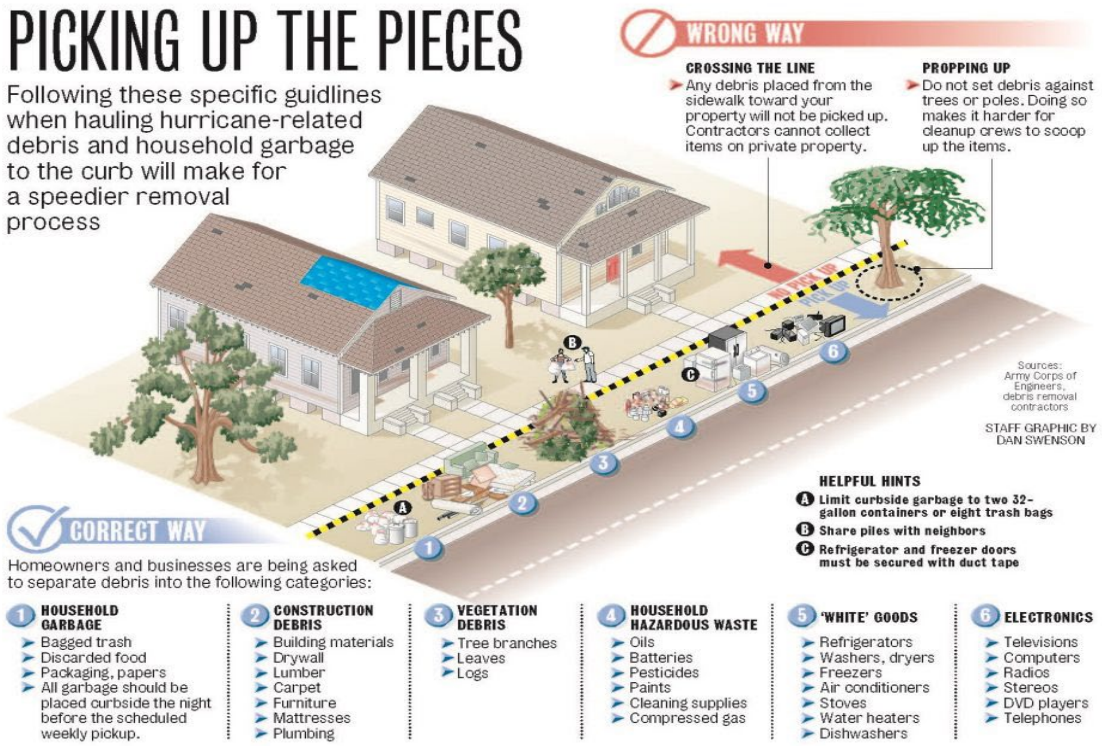
Curbside Debris Segregation

The goal of TFR's curbside debris segregation program is to reduce the volume of debris requiring disposal in a lined, sanitary landfill, thereby maximizing the amount that can be processed at lower-

cost facilities. This is achieved through a comprehensive curbside segregation approach. Curbside debris is typically categorized into the following major types:

- **Vegetative Debris:** Trees, branches, leaves, and other yard waste.
- **Construction & Demolition (C&D) Debris:** Building materials, concrete, asphalt, roofing materials, and other construction-related waste.
- **White Goods:** Household appliances such as refrigerators, washers, dryers, and stoves.
- **Household Hazardous Waste (HHW):** Items containing chemicals, paints, or other hazardous substances.
- **Other Special Wastes:** Tires, electronics, and other materials requiring specialized handling and disposal.

This segregation program allows TFR to maximize recycling and recovery opportunities while reducing disposal costs and maintaining compliance with all regulatory requirements.



Vegetative and C&D Debris
Unless it is commingled with special wastes, vegetative and construction & demolition (C&D) debris will be segregated at the curbside and further separated and reduced in designated areas at the debris management site.

Household Hazardous Waste (HHW)
HHW will be removed from debris piles, collected curbside, and transported to a central HHW management site for processing and disposal. Transportation will utilize plastic bins to contain spillage,

using either pickup trucks or specialty trailers. HHW materials will typically be recycled or disposed of at a permitted hazardous waste facility, in compliance with all applicable regulations.

White Goods and Putrescible Foods
Refrigerators, freezers, stoves, air conditioning units, and other large appliances will be collected from the curbside and transported in dedicated trucks to a central processing location. Freezers and refrigerators will be taped closed, and putrescible wastes will be removed. Refrigerants will be extracted and recycled, while white goods may be crushed on-site and transported to an off-site recycler.

Electronic Wastes (E-Waste)
E-Waste will be segregated from curbside debris and transported to a designated processing location using pickup trucks and trailers. Materials will be sorted by type, placed on pallets, shrink-wrapped, and then loaded onto trucks for transport to a certified recycler.

Gasoline-Powered Tools
Gasoline-powered equipment, including lawnmowers, weed trimmers, chainsaws, and similar tools, containing fuel, oil, and other hazardous substances, will be collected from the curbside and transported in dedicated trucks to a central processing location. At the site, all fuel and oil will be safely removed and either recycled or properly disposed of, ensuring compliance with environmental regulations and safe handling practices.

Tires
Tires from scrapped vehicles, as well as tires stockpiled within the debris field, will be collected and transported to a licensed recycling facility for proper disposal or reuse.

Vehicles and Vessels
Automobiles, trucks, vessels, and other motorized equipment may require removal and disposal following an event. Because these items contain fuel, oil, and other hazardous substances, all materials will be safely extracted and either recycled or disposed of in accordance with applicable regulations. For any titled vehicles, motor homes, or vessels, essential information, such as the VIN and GPS location, will be documented. These units will then be transported to a pre-designated secure facility, where local law enforcement will initiate owner notification procedures. After the locally defined legal waiting period has expired, any unclaimed titled units may be removed and processed for final disposal at the client's discretion.

Animal Carcasses
As directed, TFR will remove animal carcasses generated from a natural disaster. Due to the potential presence of biological pathogens and strong odors, strict health and safety measures will be followed during all loading, hauling, and disposal operations to protect workers and the public. Depending on the size and quantity of the carcasses, equipment such as a front-end loader or backhoe will be used to place materials into lined haul units. All personnel engaged in the operation will wear appropriate PPE, including respirators, protective clothing, and gloves, as specified by the Safety Manager.

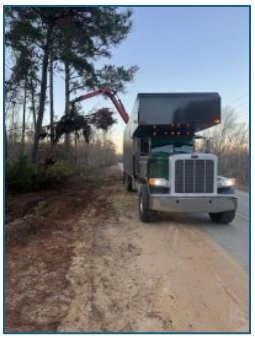
The preferred management method for large quantities of animal carcasses is incineration, in accordance with applicable environmental and health regulations. Large quantities will be disposed of as municipal solid waste at an approved disposal facility permitted to process special waste.

Asbestos-Containing Material (ACM)
Any debris removal operations involving ACM shall comply with the regulations set forth by EPA, NIOSH, OSHA, and any local and state regulatory bodies. Any employee, subcontractor, or other agent of TFR Enterprises involved in the removal and/or disposal of ACM shall be properly trained and certified or licensed to perform the assigned tasks. All documentation will be maintained according to the Code of Federal Regulations guidelines.

Earthen Debris (Sand, Dirt, Soil)
Earthen Debris will be evaluated first to determine whether it is considered contaminated or non-contaminated. This will be accomplished through means of environmental surveying, soil sampling, and origin determination. If deemed contaminated, the spoils are to be loaded in appropriate hauling units and delivered directly to a legally permitted disposal facility. If determined to be non-contaminated and of beneficial use, TFR will make good faith efforts to find alternative disposal through means of recycling.

Load and Haul Operations

Debris Collection and Transportation
Debris will be transported from the eligible right-of-way (ROW) to designated debris management sites. The use of steel tracked equipment on paved roadways will be prohibited to prevent surface damage.



All hauling units will be mechanically loaded and capable of fully dumping their loads. Trucks will comply with all applicable federal, state, and local regulations, including tarping requirements, as applicable. Each truck will be equipped with a functional tailgate to ensure the safe transport of debris.

The following categories of haul units will be utilized:

- Self-Loading Haul Unit
- Walking Floor Trailer
- Dump Truck

Ticket Process

1. Once debris removal crews have loaded a haul unit, the Debris Monitor initiates a load ticket to document the collection.
2. The haul unit transports debris to the designated debris management site (DMS).
3. Upon arrival, the site Debris Monitor inspects and grades the load, providing the score to the truck driver.
4. The Debris Monitor scans the haul unit placard and records the load information and score in the debris tracking system.
5. The debris is unloaded at the DMS, and the haul unit exits the site for its next assignment.

Geographic Area Management

Sectoring

In large-scale disasters, it is often necessary to divide the affected area into manageable geographic sections to support efficient emergency response and debris removal. TFR works closely with our clients and with Federal, State, and local partners to create a logical sector layout that supports effective field management.

Our primary role is to provide technical guidance throughout this process. After reviewing site conditions, the Operations Manager will oversee efforts that include:

- Assessing debris types and estimating volumes
- Designing sector boundaries to optimize debris removal
- Identifying, selecting, and establishing debris management sites
- Determining the labor and equipment needs for each sector
- Conducting sector-specific EHS site evaluations

The information gathered during the initial assessment helps define sector divisions and guides the overall approach to debris operations.

Debris Reduction Methods

Reduction of debris is normally applied to vegetative debris such as brush and tree debris, which is also referred to as “burnable debris”. However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, and treated timber. This process is applied to reduce the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping, grinding, compaction, and recycling.

Open Burning

Open burning, although very cost-effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burns, particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact, and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration

Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris, but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a “burn pit” aided by a forced-air blower. The pit can be constructed below or above grade (depending on the water table) and includes a mechanical blower to create constant optimal burn rates and an “air curtain” effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since site locations contain differing conditions, such as soil composition, water table levels, etc., there are

no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

- A setback of at least 100 feet between debris piles and the burn area, with a minimum setback from buildings and structures of at least 1,000 feet.
- Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit.
- Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent the leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction shall be 8-9 feet wide and 14 feet deep.
- A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to ensure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

Grinding/Chipping

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding it to break woody materials into small pieces, or "chips." This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips can be recycled and used as mulch, fuel, ground cover, and animal bedding, to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
- Liners shall be placed underneath grinders and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
- Debris must be sorted and cleaned of other contaminants, such as metals.

- Operators must wear hard hats even in closed-cab machines while operating.
- Root Rake loaders are used to avoid contaminating the debris by entering the grinder with dirt or sand.
- Ground debris or mulch shall be stored on-site in piles no higher than 10 feet. Such piles shall not remain on-site for longer than logistically necessary. Ground debris or mulch is monitored daily for heat and for signs of internal combustion.

Debris Site Management

Site Selection

In conjunction with our clients, TFR assists in selecting and qualifying Debris Management Sites (DMS). The identification and selection of suitable DMS are critical to ensuring the efficiency, cost-effectiveness, and safety of the debris management process. The FEMA Debris Management Guide outlines key factors for DMS selection, including:

1. Ownership
2. Size
3. Location
4. Environmental and historic considerations

During previous planning sessions, TFR and clients have thoroughly surveyed potential areas, identifying and qualifying numerous debris management sites (DMS) through a rigorous evaluation process. By analyzing city and county layouts, pinpointing high-volume debris zones, and assessing potential environmental impacts, TFR and Officials determine the locations best suited for debris management operations.

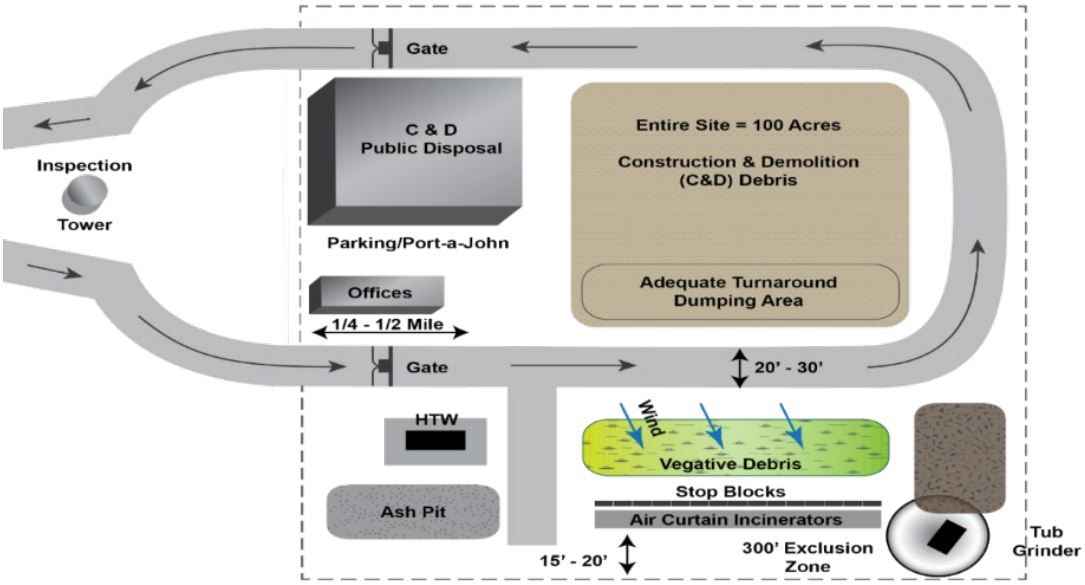
Once potential sites are identified, historical records are reviewed to ensure compliance with the National Historic Preservation Act. In addition, soil and water samples are collected and submitted to the appropriate State Environmental Protection Agencies for evaluation, as required.

Baseline Data Collection

Baseline data collection will document site conditions before establishing any debris management site to ensure all locations, public or private, are restored to their original state following operations. The operations manager will coordinate with local, tribal, and State officials to develop and implement baseline data criteria, including site video and photographic documentation, identification of existing physical features, assessment of any historical or archaeological significance, and soil and groundwater sampling in coordination with environmental agencies. This information will establish pre-use conditions and support environmental compliance, damage assessment, and site restoration.

Site Layout

Debris management sites will be designed to prioritize safety and operational efficiency. Incineration pits will be located at least 500 feet from the nearest occupied building. Site roads will include separate incoming and outgoing lanes where it is feasible to expedite truck flow. Large turnaround areas, ranging from 5,000 to 10,000 square feet, will be constructed to allow multiple trucks to maneuver and offload debris simultaneously, with proper truck spacing to ensure safe operations. Wood chipping operations will be situated a minimum of 300 feet from active work areas to mitigate hazards from flying debris. The following illustrates a typical debris management site layout.



Site Preparation: Vegetation removal will be conducted using heavy machinery such as bulldozers, front-end loaders, and excavators to facilitate access road construction. Clearing will be limited to active work areas to minimize erosion and dust generation. Removed vegetation will be stockpiled and segregated from hurricane debris for either incineration, chipping, or grinding. Before clearing begins, measures will be implemented to manage stormwater runoff and control erosion, ensuring that land clearing activities do not create uncontrolled environmental impacts.

Construction & Demolition (C&D) Staging: C&D debris may be temporarily stored at the debris management site for consolidation or transfer to larger hauling vehicles. In some situations, local conditions may require direct transport of C&D debris to the final disposal site, bypassing the debris site.

Vehicle Processing Areas: Vehicles damaged during the incident may require processing for recycling or permanent disposal. This process includes manual inspection for human remains and discrete evidence, draining and containment of all fluids, identification by type, color, and Vehicle Identification Number, and verification of ownership.

Woody Vegetation Staging: Woody debris will be consolidated at designated areas located no less than 100 feet from burning/incineration zones, 100 feet from inspection towers, and at least 500 feet from occupied structures.

White Goods: Common household appliances, such as washers, dryers, air conditioners, refrigerators, freezers, and stoves, must have all fluids removed before recycling. Depending on the quantity, appliances may be crushed before transport to recycling facilities or final disposal.

Hazardous Material Storage: Temporary, lined storage areas will be provided for ash, household hazardous waste, fuels, and other potentially soil or groundwater-contaminating materials. Perimeter berms will be constructed using hay/straw bales or native topsoil, and the containment area will be covered with heavy-duty plastic and a 4-inch sand drainage layer to provide a waterproof barrier. Site grading will direct runoff away from protected areas. If the site also functions as an equipment storage

area, fueling and equipment maintenance operations will be closely monitored to prevent and mitigate spills of petroleum or hydraulic fluids.

Inspection Tower Installation: Inspection towers will be installed at each debris reduction, disposal, and management site to support load monitoring and quality control activities. All towers will comply with applicable safety standards, including structural stability to withstand wind speeds up to 45 mph, and will offer sufficient height to allow inspectors clear visibility into truck beds above the safety railing. Each tower will include a minimum 8-foot by 12-foot covered work area equipped with lighting, power, workspace furnishings, a fire extinguisher, additional PPE, a first aid kit, and other essential safety supplies. Towers will be positioned at site entrances to provide inspectors with a clear line of sight to truck loads, ensuring that any non-vegetative materials are redirected to the appropriate disposal or recycling area (e.g., HHW, white goods, metals).

Erosion and Stormwater Control: An Erosion and Stormwater Management Plan will be developed for each site to address conditions that could result in excessive sediment runoff or erosion. The plan will incorporate site-specific features such as topography, drainage patterns, and soil composition to ensure effective stormwater control and environmental protection throughout debris management operations.

Dust Control Plan: A Dust Control Plan will be developed and implemented to minimize the generation of fugitive dust from daily operations at the debris management site. The plan will address dust suppression measures in high-traffic areas, debris sorting and processing zones, dumping and loading areas, and debris storage locations. Control measures may include watering, soil stabilization, speed limits, and other best management practices to prevent dust migration beyond the site boundaries.

Burning/Incineration Operations: Incineration is one of the most effective methods for reducing vegetative debris volume and will be utilized when permitted and deemed appropriate during hurricane debris operations. A designated firebreak will be established around the perimeter of each burn or incineration area. Open burn piles and air curtain incineration pits or boxes will be located at least 1,000 feet from the nearest occupied building and at least 500 feet from any structure. Adequate water supplies and firefighting equipment will be maintained on-site to suppress or extinguish fires if necessary. Each burn area will be fully extinguished, watered down, and allowed to cool before ash residue is removed.

Grinding/Mulching Operations: Grinding and chipping are effective methods for reducing the volume of vegetative debris and producing reusable mulch material. Adequate safety zones will be established around all grinding and mulching operations to protect personnel and equipment from debris that may be projected from the machinery. Proper signage, barriers, and supervision will be maintained to ensure safety and compliance throughout the reduction process.

Site Management

The following items are critical components to managing a safe, productive, efficient, and environmentally appropriate debris management site:

Traffic Control: Effective traffic control is essential to ensure the safe and efficient operation of temporary debris management sites. With thousands of debris loads potentially arriving each day, comprehensive and site-specific traffic management procedures will be established. Each site will have its own traffic control plan, which will be integrated into a coordinated Traffic Control Plan for the entire debris management operation.

Trucks transporting vegetative debris will follow a designated entrance route leading to the assigned unloading area. A flagger stationed at the depository will manage vehicle flow, provide clearance for each truck to unload its debris, and then allow it to exit safely along the designated exit route.

Debris Staging and Storage: Upon arrival at the site, each debris-hauling truck will be directed by a site monitor to the appropriate dumping location. Once unloaded, debris will be organized and pushed into place using dozers. For vegetative debris, operators will make every effort to separate tree stumps and large logs from general debris to maintain proper material segregation.

To minimize the mixing of different types of debris, materials will be sorted and staged in designated areas. After vegetative and construction and demolition (C&D) debris are deposited at the base of the storage pile, dozers and excavators will be used to stack, compact, and shape the piles. Each pile will be constructed with stable side slopes to prevent loose material from rolling or falling.

Household Hazardous Waste (HHW) will be offloaded into a clearly designated storage area and securely maintained there until an appropriate and approved method of permanent disposal is determined.

Environmental Health and Safety Monitoring: The primary goal is to maintain a safe, organized, and efficiently managed work area. Key focuses include providing clear and consistent guidance for truck drivers, maintaining adequate spacing between equipment to prevent interactions between trucks and ground personnel, and ensuring trucks are positioned at least twice the height of the truck bed apart from one another.

Site Cleanup and Restoration: In general, site restoration will involve returning the property to a condition as close as possible to its pre-construction state. Our team will coordinate with each client to engage property owners prior to restoration activities, ensuring that their concerns and expectations regarding cleanup and final site conditions are understood and addressed.

Environmental Health and Safety for Debris Site Operations

TFR's Environmental Health and Safety (EHS) Monitoring Plan for the Debris Management Site (DMS) ensures full compliance with applicable federal, state, and local regulations (e.g., OSHA, EPA) while supporting safe, efficient, and environmentally responsible operations. The plan requires a designated Site Safety Officer, who serves as the on-site authority for daily Tailgate Safety Briefings, enforcement of mandatory personal protective equipment, routine compliance audits, and initial response to all safety or environmental incidents.

Core health and safety procedures emphasize personnel protection and hazard mitigation. This includes continuous enforcement of required PPE, specialized protective gear for activities such as grinding, and mandatory site-specific safety orientations for all personnel. Operational safety protocols include strict traffic control measures, adherence to a 15-foot safe-distance rule, and the use of spotters for all heavy equipment operating in reverse.

Environmental compliance efforts focus on maintaining water quality, air quality, and proper debris segregation. Stormwater management measures—when required—include perimeter controls, such as silt fencing, to prevent sediment runoff, as well as secondary containment for all fuel and oil storage in accordance with TFR's Spill Prevention Plan. Air quality is maintained through continuous dust suppression, using water trucks when site conditions create airborne hazards or nuisances. All potentially hazardous materials, including Household Hazardous Waste (HHW) and electronic waste, are segregated and properly contained to ensure regulatory compliance.

All activities are supported by comprehensive documentation, including pre-shift equipment inspections, immediate Non-Compliance and Incident Reporting, and a Final Debris Site Closure Report certifying complete site restoration and regulatory compliance.

Disposal

Waste Disposal

Waste disposal activities will follow a hierarchical approach emphasizing Recycling**,** Reduction, and Disposal**.** Every effort will be made to recycle as much of the debris stream as is economically and operationally feasible. When recycling is not practical, volume reduction methods previously described will be implemented. If neither recycling nor reduction is possible, the remaining material will be transported to an approved landfill for final disposal.

The selection of disposal methods will consider multiple factors, including worker health and safety, potential environmental impacts (both positive and negative), operational efficiency to expedite community recovery, cost-effectiveness, and the availability of recycling markets and permitted disposal facilities. The following section provides a summary of the disposal options applicable to each anticipated waste stream during a typical debris management operation.

Vegetative Debris: Vegetative debris will be processed through incineration or chipping to reduce overall volume. Chipped material may be reused as mulch, applied as daily cover at landfills, utilized as fuel for energy recovery, or disposed of at an approved yard waste landfill.

Ash generated from incineration activities will be properly staged to prevent stormwater contact and tested for heavy metal content before final disposition. Depending on test results, the ash may be disposed of in a permitted landfill, applied for approved land uses, or repurposed as fuel material. When considering reuse options, special attention will be given to preventing the spread **of** destructive insects and invasive plant species that may be present within the vegetative debris stream.

Construction and Demolition (C&D) Debris: Construction and Demolition (C&D) debris will be disposed of at permitted C&D landfills. Before disposal, materials may be processed through shredding, compaction, or grinding to reduce volume and improve handling efficiency, as allowed by applicable Federal, State, and local environmental regulations. All processing and disposal activities will comply with relevant environmental and permitting requirements to ensure safe and responsible management of C&D waste.

Household Hazardous Waste (HHW): Recycling and reuse of household hazardous waste (HHW) will be prioritized wherever practicable, minimizing disposal volumes and promoting beneficial reuse. When large volumes of HHW are collected, materials will be properly consolidated to enhance recycling efficiency and maximize available space at the temporary debris management site.

Our team has consistently identified recycling and reuse opportunities for major HHW streams, including:

- Batteries
- Household cleaners
- Latex paints
- Combustible and flammable materials
- Compressed gas cylinders
- Fluorescent and mercury vapor lamps

White Goods: White goods will be collected from the curbside and staged at designated debris management sites. Before recycling, any putrescible wastes, refrigerants, or other hazardous materials will be safely removed. Removed materials will be directed to appropriate licensed recycling or disposal facilities.

After hazardous and petroleum-containing components are removed, the white goods will be processed for recycling and delivered to a licensed scrap metal recycling facility. If a local or regional recycling market is unavailable or quantities are insufficient, white goods will be disposed of in a permitted landfill.

Electronic Waste (E-Waste): Electronic waste will be separated from the general debris stream, grouped by type, and shipped to licensed recycling facilities for proper processing and recovery.

Automobiles and Vessels: Abandoned or damaged automobiles and vessels will be collected from neighborhoods and staged at designated locations for inspection by law enforcement, further coordination with insurance adjusters, or identified owners. Before recycling or disposal, all vehicles and vessels will undergo decommissioning, including removal of fluids, batteries, and other hazardous materials.

Putrefied Foods and Municipal Solid Waste (MSW): Putrescible waste, which contains decomposable organic matter capable of generating odors and attracting wildlife, will be handled with strict safety precautions. Removal, cleaning, and handling procedures will minimize potential exposure to workers and others, as well as reduce odor generation. Putrefied foods and municipal solid waste will be securely bagged and transported to a permitted solid waste disposal facility for final disposal.

Tires: Tires must be transported by a certified transporter and disposed of at a permitted landfill. Recycling remains a preferred option when a viable local or regional market is available.

Gasoline-Powered Tools: Gasoline-powered tools may be sent to a scrap metal processor after removal of oil, fuel, and other fluids. Recovered fluids will be sent to an approved used oil recycling facility whenever possible to ensure proper management.

Asbestos-Containing Materials (ACM): Curbside debris is generally exempt from NESHAP regulations and is therefore unregulated for transportation and disposal. However, as part of responsible demolition practices, the following will be considered: friable and Regulated Asbestos-Containing Materials (RACM), Category I and II non-friable ACM that have remained non-friable throughout the event, and former Category I or II materials that have become friable.

If removal renders materials friable, they will be managed as RACM and disposed of at a permitted C&D landfill. Non-friable asbestos materials will also be disposed of at a permitted C&D landfill. Best Management Practices will be followed for segregation, handling, transportation, and disposal of all suspected asbestos-containing materials to ensure worker safety and environmental protection.

Animal Carcasses: The preferred method for disposal of animal carcasses is air curtain incineration. If incineration is not feasible, TFR will coordinate with an appropriate disposal facility to ensure acceptance of the carcasses, with daily cover applied to the waste. All equipment used in handling carcasses will be decontaminated daily using high-pressure water and an approved antimicrobial solution to maintain site hygiene and prevent the spread of disease.

Residual Sediments, Sand, and Mud: In flood-affected areas, residual sediments, sand, and mud may accumulate and require removal. These materials can contain petroleum hydrocarbons, heavy metals, and biological pathogens. Appropriate disposal methods will be determined based on chemical and biological analyses to assess the presence of hazardous substances or pathogens.

Depending on the results, disposal options may include:

- Use as unrestricted fill if contaminant levels are below regulatory limits
- Use as restricted fill for commercial or controlled applications
- Use as landfill daily cover
- Disposal at a permitted C&D or municipal solid waste (MSW) landfill

All handling and disposal will comply with applicable federal, state, and local environmental regulations to ensure safety and environmental protection.

Other Support Services

During events where specialized or additional services are required, the Operations Manager will assess operational needs and coordinate the deployment of all necessary resources. This includes identifying and mobilizing the appropriate equipment, personnel, and support assets to ensure these services are executed safely, efficiently, and in compliance with applicable regulations and contractual requirements. Resource allocation will be planned whenever possible and adjusted dynamically as field conditions and priorities evolve during the response.

Demolition

Demolition services for a typical debris response will include:

- Approved Right-of-Entries (ROE)
- Destructive Asbestos Surveys
- Disconnection of Utilities
- Removal of Household Contents

These services will be coordinated by the Operations Manager to ensure proper resource allocation, compliance with regulations, and safe execution.

Approved Right-of-Entry (ROE): TFR will conduct demolition activities only after all required ROEs for the affected areas have been legally executed and reviewed, including the demolition and site remediation plan.

Destructive Asbestos Survey: Before demolition, condemned structures will be inspected for asbestos-containing materials (ACM). Visual inspections will be conducted, and an inventory of suspect ACM will be compiled. Suspect materials will be sampled and analyzed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPs). Where local or state asbestos regulations are more stringent, those requirements will be followed.

Inspections will be performed by accredited asbestos inspectors licensed as required by the state. Samples will be analyzed, and certified asbestos inspectors will determine the friability of materials, approve sample locations, and oversee sample collection. The survey will guide proper handling, segregation, and disposal of ACM during demolition.

Materials likely to become friable during demolition, loading, hauling, or landfilling are handled with special precautions. Once laboratory data is received, an Asbestos Inspection Report is prepared for each structure. This report documents the types of suspect materials, sample results, friability, and sample locations, and includes photographic evidence.

The inspection report guides the selection of demolition methods. If friable ACM is present, additional precautions are implemented during both demolition and transport of the waste to the landfill. Workers performing demolition on structures containing friable ACM are required to be licensed according to state regulations and must wear appropriate personal protective equipment (PPE).

If no friable ACM is detected, the structure can be demolished without specialized precautions, and the resulting debris can be managed as standard construction and demolition (C&D) material. In cases where ACM is present, one of two approaches is taken:

1. Removal of ACM before demolition, allowing the structure to be demolished and managed as standard C&D.
2. Demolition with ACM in place, the structure is demolished, and the material is managed as Regulated Asbestos-Containing Material (RACM)**,** provided that a waiver or No Action Assurance (NAA) letter is obtained from the EPA permitting this method.

All procedures ensure compliance with federal, state, and local asbestos regulations while protecting workers, the public, and the environment.

Disconnection of Utilities: Before commencing demolition or debris operations, local utility companies will be contacted to coordinate the safe termination of gas, water, electricity, telephone, cable TV, and any other utility services at the nearest acceptable point. Tasks requiring licensing or permitting under state or local regulations will be performed by appropriately licensed Mechanical, Electrical, and Plumbing (MEP) contractors. All necessary demolition permits will be obtained from the governing authorities. In cases where shut-off valves are not present, and excavation is required within the utility right-of-way (ROW), excavation will be confined to the existing ROW to the greatest extent possible, minimizing unnecessary ground disturbance.

Removal of Household Contents: Trained personnel will collect household hazardous waste (HHW), white goods, and other special waste from within structures and transport them to a centralized staging area. These materials will then be processed for recycling and/or proper disposal. Any personal property discovered during this process will be documented and turned over to the appropriate agency with established procedures.

Demolition of Structures, Staging, and Transportation and Disposal of RACM Debris
In accordance with the current standards of care and applicable regulations governing the demolition industry, a trained and licensed demolition crew will perform the demolition of structures as summarized below:

- Material Removal: Materials will be removed using wet methods to minimize the generation of airborne dust.
- Equipment Use: An excavator equipped with a live thumb attachment will be utilized to remove and load bulk materials efficiently and safely.
- RACM Demolition Procedures: Demolition of structures containing Regulated Asbestos-Containing Material (RACM) will be conducted by asbestos-trained personnel wearing appropriate personal protective equipment (PPE), equivalent to that required for RACM abatement activities.
- RACM Waste Handling: RACM waste will be securely "burrito wrapped" within roll-off containers or truck beds using two layers of 6-mil plastic sheeting, fully sealed to prevent release of asbestos fibers during handling and transport.

Private Property Debris Removal (PPDR)
In certain circumstances, FEMA Public Assistance (PA) may authorize Private Property Debris Removal (PPDR). A Right-of-Entry (ROE) must be obtained from the property owner before entering private property to perform debris removal activities. Typically, this documentation is included in the ROE packet, which is issued and managed by the monitoring firm or the client agency.

Leaners and Hangers
If directed by the client, specialized tree crews will be mobilized to remove leaning trees ("leaners") and hanging limbs ("hangers"). A *leaner* is defined as a tree that is leaning or partially uprooted and poses an immediate threat to public safety. A *hanger* is defined as a limb or branch that is partially broken and at risk of falling.

Only *leaners* and *hangers* located within the public right-of-way (ROW) will be eligible for removal. Trees will be identified, evaluated, and marked in the field before cutting. Each tree will be categorized based on its diameter at breast height (DBH). Only trees specifically marked for removal will be cut and taken down.

Trees located on private property or those leaning on residential structures will be addressed under the requirements and approval process for Private Property Debris Removal (PPDR).

Stumps
If directed by the client, specialized stump removal crews will be mobilized to remove stumps located within the public right-of-way (ROW) that pose a threat or danger to the public. Stumps will be identified and marked in the field before removal. The basic elements of work include the following:

- Provide utility locate crews before excavation to ensure safety where applicable.
- Remove and haul stumps greater than 24 inches in diameter.

- Extract, remove, and haul stumps greater than 12 inches in diameter.
- Cut standing stumps as needed to reduce hazards.
- Manage debris at the debris management site in accordance with project requirements.
- Reduce stump size as necessary and backfill stump holes to restore the site.

Sand/Soil Screening

Sand screening and beach restoration after a hurricane are specialized processes that are often eligible for FEMA reimbursement under the Public Assistance (PA) program and require meticulous adherence to environmental regulations. This process is broken down into three stages as follows:

Mission Assessment and Environmental Planning: This planning phase allows for ecological concerns, protected habitats, utility and infrastructure conflicts, or other obstacles to be identified. TFR will work with the contracting agency, applicable regulatory entities, state and local biologists, or other involved stakeholders to develop a comprehensive operations plan. Ground or aerial surveys will be conducted to determine the most efficient means of restoration to achieve the client's desired result.

Screening Operations: Once all mitigation measures (e.g., nest identifiers, pedestrian warning signs, and barricades) are in place, the operational phase begins. Any sand identified in stage one as contaminated or hazardous will be removed and disposed of at a licensed facility. Any non-contaminated sand will be consolidated for on-site screening or transported by off-road dump trucks to a processing site, depending on the scope of work. Specialized equipment, such as trommel screens, portable conveyors, shaker screens, and excavators, is used to process sand and remove contaminants, from large items like construction and demolition debris to minor materials like glass or nails. Removal of these safety and environmental hazards allows for the processed sand to be reincorporated into the shoreline. This ensures the native composition of the beach is maintained and can reduce the need for costly beach renourishment projects following a hurricane or storm surge.

Shoreline and Dune Restoration: In coordination with the planning team agencies, screened sand will be transported back to restoration areas, and a rough grade will be established. This initial mechanical shaping uses dozers, loaders, or other equipment to restore dune shapes, the shoreline, and any other agreed-upon features. Following rough shaping, finish grading ensures that any water management runoffs or recreational areas function as designed. Upon final inspection and approval, equipment is demobilized from the site, and any screening spoils are disposed of at a permitted solid waste facility or recycled, as applicable.

Environmentally Sensitive Lands (ESL) Debris Removal

TFR understands that debris removal operations from ecologically sensitive lands, such as dunes, floodplains, critical habitats, and preserves, are the most complex and restrictive type of debris removal following a natural or man-made disaster. Our team of qualified management ensures that environmental and historically significant features are protected and preserved. TFR prioritizes

compliance with regulations such as the Clean Water Act and the Endangered Species Act and ensures meticulous documentation for reimbursement eligibility.

Disaster Debris Waste Reduction and Recycling

TFR strongly supports recycling and waste reduction whenever feasible. Each site-specific Management and Operations Plan will include a Disaster Debris Waste Reduction and Recycling Strategy tailored to the project. As part of this effort, our operations manager evaluates all available options for recycling, reusing, or responsibly disposing of debris materials.

Our team maintains specialized equipment that enhances our recycling capabilities. This includes six Diamond Z tub grinders and two horizontal grinders used to process vegetative debris into reusable mulch. After every disaster, we work to identify beneficial end uses for this material, such as landscaping mulch, park ground cover, animal bedding, or as a renewable fuel source for cogeneration facilities or production mills.

For each task order, we will also seek outlets for recycled commodities, including white goods, e-waste, metals, dirt, and mulch products. Beyond vegetative materials, we prioritize keeping metals clean and separated so both ferrous and non-ferrous materials can be properly recycled.

When dealing with large volumes of mixed debris, we can deploy a separation system utilizing equipment such as trommels, air curtain burners, picking-line conveyors, and tub grinders. This process allows paper and plastic to be removed, while dirt, rock, concrete, ferrous and non-ferrous metals, and clean vegetative debris are sorted into recoverable streams for recycling.

Project Spotlight

Hurricane Idalia Recycling

TFR Enterprises has a proven record of recycling and repurposing disaster debris. After Hurricane Idalia in 2023, when 125-mph winds and limited landfill capacity posed major challenges, TFR secured alternative disposal options that prioritized material recovery. More than 3.2 million cubic yards of vegetative debris were ground into mulch and delivered to private agricultural lands for use as soil amendments, easing pressure on local landfills and producing substantial cost savings for FDOT. This effort demonstrates TFR's commitment to sustainable, cost-effective debris management.

Understanding the Scope of Work

Event Type 1: Spot Jobs – Localized

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
N/A	Chainsaw Crews Self-Loading Knuckleбooms Bobcats	Hourly Cut & Shove Operations	3-5	6-12 Hours

TFR Spotlight

TFR mobilized 180 Emergency Cut & Shove Crews within 6 hours after Hurricane Florence made landfall in North Carolina. The crews responded in 6 counties and were comprised of 720 responders and 180 bobcats.

Although the state was devastated with historical flooding caused by the storm, TFR had the roads and highways cleared within 72 hours

Methodology: TFR will aid local government forces in the clearing, removing, hauling, and/or reduction by chain saw of localized wood debris by cutting and removing vegetative debris to a point of two feet beyond the curb or gutter. The entire scope of this event may be performed on an hourly basis, utilizing local subcontractors and company-owned resources. (The number of personnel, push equipment, and cut crews will depend on the severity of the storm.) Although a debris management site is not normally required for this type of event, if one is required, TFR can select and set up a site within 24 hours.

Event Type 2: Small Event – Widespread or County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
1	Chainsaw Crews Self-Loading Knuckleбooms Bobcats Bucket Trucks	Less than 25,000CY	5-8	24 Hours

Methodology: Using company-owned resources, TFR will provide all necessary supervision, manpower, and equipment to clear, remove, haul, recycle, and/or dispose of all types of debris. For an event of this size, we anticipate needing one debris management site, which we will either locate or use government land that may be suitable for segregation activities. Throughout the setup, maintenance, and closeout of the project, all federal guidelines and regulations will be followed. Debris types that cannot be recycled will be hauled to a permitted final disposal facility.

TFR Spotlight

Forsyth County, Georgia

Event: Straight Line Winds, 2023

TFR provided all necessary supervision, labor, and equipment to clear, remove, haul, reduce, and dispose of 20,335 cubic yards of storm debris. TFR was onsite within 24-hours from notice to proceed.

TFR does not anticipate needing subcontractors in an event of this size; however, if necessary, we will pull from our list of local subcontractors first. All subcontractors will be required to adhere to all federal contract requirements and report directly to a TFR project manager.

Event Type 3: Significant Event – Removal, Reduction, Hauling – Woody Debris Only Widespread or County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
2	Self-Loading Knuckleboom Tub Grinders Bucket Trucks DMS Support Equipment (Excavators, Dozers)	100,000 CY	20-25	24 Hours-50% 48 Hours-100%

Methodology: Using subcontractors' and company-owned resources, TFR will provide all necessary supervision, manpower, and equipment to remove, reduce (grind and mulch), and haul woody debris to a disposal site. We will operate two debris management sites for an event of this size, which we will either locate or use government land that may be suitable for reduction activities. TFR will comply with all federal guidelines and regulations for debris management site operations.

Immediately following activation, TFR will implement an aggressive mobilization and hauling schedule. Haul trucks, bucket trucks, grinders, and support equipment will mobilize to a staging yard to begin the certification process. Next, a meeting will be held with all personnel to discuss priority routes, safety protocols, and documentation processes, and review onsite points of contact. Simultaneously, our site operations manager is constructing towers, addressing any ingress/egress issues, and reviewing the site layout plans. Finally, all bucket trucks/haul trucks have been given the green light to begin cutting and hauling operations.

TFR Spotlight

City of Sugarland, Texas

Event: Hurricane Beryl, 2024

TFR provided all necessary supervision, labor, and equipment to remove, reduce, haul, and dispose of 117,362 cubic yards of woody debris. TFR was on-site 24-48 hours from notice to proceed.

Safety is of utmost concern at TFR, and all standard safety policies and procedures, including signage, flagging, etc., will be implemented and strictly followed. Once the vegetative material reaches the DMS, it will be stockpiled, reduced, and hauled out for final disposal. If the DMS is located near occupied structures, our quieter, but slower, horizontal grinders will be utilized to reduce noise pollution. If it is a rural area, large, high-speed tub grinders will be used.

Event Type 4: Significant Event – Removal, Reduction, Hauling, and Separating Mixed Debris Widespread or County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3	Self-Loading Knuckleboom Tub Grinders Bucket Trucks DMS Support Equipment (Excavators, Dozers)	250,000 CY	25-35	24 Hours-25% 48 Hours-50% 72 Hours-100%

TFR Spotlight

Robertsdale, Alabama

Event: Hurricane Sally, 2020

TFR provided all necessary supervision, labor, and equipment to remove, reduce, recycle, haul, and dispose of 420,411 cubic yards of mixed debris. TFR was on-site 24 hours from notice to proceed.

Methodology: This event type is identical to Event Type 3, except that debris segregation on the right-of-way and at the debris management site will be mandatory. TFR will work with government representatives to create public service announcements and distribute literature on how to properly segregate material on the right-of-way.

Through clear communication, proper planning, the adaptability of our team, and their combined knowledge of the industry, we ensure that our clients receive the best service possible, maintain FEMA eligibility for reimbursement, and recover with minimal hindrance or delays.

Event Type 5: Catastrophic Event – Removal, Reduction, Hauling, and Separating Mixed Debris Widespread

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3-4	Self-Loading Knuckleebooms Tub Grinders Bucket Trucks Bobcats DMS Support Equipment (Excavators, Dozers)	500,000- 1,000,000CY	50-75	24 Hours-25% 48 Hours-50% 72 Hours-100%

Methodology: The same operational process utilized for Event Type 4 will be utilized but in an expanded manner. This type of event has the potential to generate up to 1,000,000 cubic yards of debris. We will consult with Government officials to assess the appropriate number of haul units to have on the road. In jobs of this capacity, the contractor must ensure not to "flood" the impacted area with hauling units. This leads to traffic safety hazards, a slowdown in traffic flow, and increased lines at the debris management sites and landfills; however, TFR would estimate a need for 50-75 trucks and at minimum three debris management sites for this type of event. That said, our primary concern is meeting our client's needs and we will bring on as many units as necessary to ensure that this occurs safely and expeditiously.

TFR Spotlight

Madison County, Florida

Event: Hurricane Helene, 2024

TFR provided all necessary supervision, labor, and equipment to remove, reduce, recycle, haul, and dispose of 1,008,558 cubic yards of mixed debris. TFR was on-site 24 hours from notice to proceed.

The operational plan remains the same as the scale of the disaster grows in destruction. We are confident in our capacity to maintain compliance, enforce safety regulations, and offer the necessary supervision, personnel, and equipment resources.

Event Type 6: Catastrophic Event – Site Management -County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3-4	Tub Grinders	1,000,000+ CY	N/A	24 Hours-25%

	DMS Support Equipment (Excavators, Dozers)			48 Hours-50% 72 Hours-100%

Methodology: With eight tub grinders, two horizontal grinders, and more than 200 pieces of heavy equipment, TFR can single-handedly set up, manage, operate, and close out enough debris management sites to assist the client in its recovery from the most devastating events. Our ability to mobilize owned equipment, along with equipment from a list of over 1000 subcontractors, will allow TFR to mobilize and expeditiously complete a project of any size and scope. This event may require multiple debris management sites and we're committed to providing the necessary traffic control, weighing, measuring, reduction, and recycling services simultaneously, if needed.

TFR Spotlight

Cedar Rapids, Iowa

Event: 2020 Derecho

TFR was tasked to equip, operate, and manage 8 debris management sites. TFR managed and processed more than 3,500,000 cubic yards of debris.

Mobilization

TFR Enterprises' mobilization plan is designed to deliver a rapid and efficient response to disaster events. Backed by decades of experience and a proven track record, we focus on proactive planning, resource readiness, and seamless coordination to effectively meet the unique needs of our clients.

→ 24 HOURS POST EVENT

- Project Manager on Site
- Damage Assessments Begin
- Emergency Push Operations Begin
- Identify Equipment Resources Needed
- Identify Debris Management Sites
- Equipment Certifications Begin

→ 48 HOURS POST EVENT

- 25 to 50% of Resources Mobilized
- Hazardous Tree Operations Begin
- Haul Operations Begin
- DMS Setup & Operational

→ 72 HOURS POST EVENT

- 100% of Resources Mobilized
- PUSH Operations Complete
- Bonds Delivered
- Daily/Weekly Meetings Scheduled to Asses Production

Ability to Rapidly Scale Resources, Personnel, and Equipment

TFR Enterprises, Inc. has the proven capability to rapidly scale personnel, equipment, and operational resources to support Ruidoso, New Mexico in the event of a hurricane or major disaster requiring immediate debris removal services. With decades of experience providing emergency debris management for local, state, and federal agencies, TFR maintains a highly adaptable response structure designed to meet the urgent and evolving needs of impacted communities.

Our scalable operational model allows for the immediate mobilization of trained debris removal crews, equipment operators, supervisors, safety officers, and field management personnel. TFR also maintains access to a broad inventory of critical assets, including hauling trucks, loaders, excavators, grapple units, and reduction equipment, ensuring rapid response as debris volumes increase.

TFR has extensive experience meeting time-sensitive emergency response requirements, including immediate roadway clearance operations necessary to restore access for emergency responders, utility crews, and the public. Our rapid mobilization capabilities, established logistics network, and scalable workforce allow us to initiate operations quickly and sustain around-the-clock debris removal activities under challenging disaster conditions. Through disciplined resource management and proven field operations procedures, TFR consistently maintains operational continuity while supporting critical community recovery objectives.

In addition, TFR leverages an established network of qualified local subcontractors, material processors, and support vendors to expand capacity quickly while reinvesting in the local economy. Our logistics and staging systems enable swift deployment and sustained operations, ensuring debris is cleared efficiently from public rights-of-way, critical facilities, and priority routes.

TFR is fully prepared to scale from initial response through full debris clearance operations while maintaining strict adherence to FEMA eligibility requirements, environmental regulations, and all safety and documentation standards necessary to support the Village of Ruidoso's recovery and reimbursement objectives.

No.	Equipment Type	Year	Make	Model	Identification No.	(C) Company Owned (R) Reserved
1	Air Compressor	1990	Emglo	Y5A60V	92190020	C
2	Air Compressor	2003	Ingersoll Rand		338927UGN221	C
3	Air Compressor	2006	Ingersoll Rand		365253UAX	C
4	Air Compressor	2012	Doosan	XP375WJDT3	435426UAW048	C
5	Air Compressor		Ingersoll Rand	MC2A	1945	C
6	Air Compressor		Campbell Hausfeld			C
7	Air Curtain Burner		ACD	T400	T35FN01052	C
8	Air Curtain Burner		ACD		103846	C
9	Air Curtain Burner		McPherson	M30F	U149701V	C
10	Air Curtain Burner		McPherson	M30F	U148961V	C
11	Bridge Erection Boat		AD	MKIII	42XBK23649H112935	C
12	Bridge Erection Boat		AD	MKII	06681V368	C
13	Bucket Truck	1999	International	4900	1HTSDAAN0XH659739	C
14	Bucket Truck	2012	Freightliner	M2106	1FVACXDU8CHBE2106	C
15	Bucket Truck	2011	Freightliner	M2106	1FVACXDU3BDAU8452	C
16	Bucket Truck	2007	International	4300	1HTMMAAN97H433997	C
17	Bucket Truck	2006	International	4300	1HTMMAAR06H199847	C
18	Bucket Truck	2010	Freightliner	M2106	1FVACXDT7AHAP3532	C
19	Bucket Truck	1998	Ford	F800	1FDXF80C0WVA35473	C
20	Bucket Truck	1990	GMC	C7H042		R
21	Bucket Truck	2007	International	430		R
22	Bucket Truck	2001	International	4700	1HTSCAAM61H398263	R
23	Bucket Truck	2004	International		1HTMMAAL54H672005	R
24	Bucket Truck	2005	International	4300	1HTMMAANX5H692740	R
25	Bucket Truck	2006	International	4300	1HTMMAAP76H248265	R
26	Bucket Truck	2007	Ford	F750	3FRNF75E77V512537	R
27	Bucket Truck	2007	Ford	F750	3FRNF75E47V467587	R
28	Bucket Truck	2007	Ford	F750SD	3FRNF75E57V467601	R
29	Bucket Truck	2007	International	4000	1HTMMAAN17H392586	R
30	Bucket Truck	2007	Ford	F750SD	3FRNF75E07V467585	R
31	Bucket Truck	2007	International		1HTMMAAN97H413877	R
32	Crawler Tractor	2014	Magnatrac	MH8000	H800152	R
33	Crawler Tractor	2012	Komatsu	D31PX22	KMTD011P01060725	R
34	Dozer	1984	Caterpillar	D7H	79Z01488	C
35	Dozer	1991	Caterpillar	D7H	4AB04147	C
36	Dozer	1981	Caterpillar	D8K	77V17840	C

37	Dozer		Caterpillar	D6TLGP	THX28329	C
38	Dozer	2006	Caterpillar	D6RLGP	CAT00D6RKWRG00215	C
39	Dozer	2008	Caterpillar	D7R	AEC01989	C
40	Dozer		Caterpillar	D6RLGP	9PN02000	C
41	Dozer	1991	Caterpillar	D7H	4FG04117	C
42	Dozer	2003	Caterpillar	D7R	AEC00681	C
43	Dozer	2008	Caterpillar	D6TLGP	CAT00D6TCKJL00560	C
44	Dozer	1978	Caterpillar	D6D	6X597	C
45	Dozer	2009	Caterpillar	D6TLGP	KJL00985	C
46	Dozer	1979	Caterpillar	D6D	4X5133	C
47	Dozer		Caterpillar	DV060	08Z53048	C
48	Dozer		Caterpillar	963-TL	0963CKBBD01120	C
49	Dozer		Caterpillar	973-C	CAT0973CK3RZ00613	C
50	Dozer	1989	John Deere	550G	T0550GH758338	R
51	Dump Truck	2000	Freightliner	FL70	1FV6HLAA5YHB76509	C
52	Excavator	2001	Komatsu	PC270LC6	A85139	C
53	Excavator		Deere	690D	DW690DL533807	C
54	Excavator		Volvo	EC330BLC	330B10324	C
55	Excavator		Volvo	EC220DL	220D210418	C
56	Excavator	2012	Komatsu	PC240LC10	A20120	C
57	Excavator	2013	Komatsu	PC210LC	KMTPC243V02450356	C
58	Excavator	2020	Kobelco	EK-SK210	YQ15605293	C
59	Excavator		Komatsu	210LC	KMTPC257PLTC81212	C
60	Excavator	2013	Komatsu	PC240LC10	KMTPC240C02090090	C
61	Excavator	2019	Kobelco	SK260LC10	LL1610594	C
62	Excavator		Komatsu	210LC	KMTPC257HJTC80715	C
63	Excavator		Komatsu	290LC	KMTPC255TEWA27188	C
64	Flatbed Trailer	2005	Big Tex		4YNBN20245C027949	C
65	Flatbed Trailer	2007	Big Tex		16VGX202672680173	C
66	Flatbed Trailer	2011	Magnum		4P5B52027B2159392	C
67	Flatbed Trailer	2013	Big Tex		16VNX122XD2C97883	C
68	Flatbed Trailer	2013	Big Tex		16VPX1629C2348689	C
69	Flatbed Trailer	1999	HMDE		4AG6U2338XC029735	C
70	Flatbed Trailer	1997	Centerville		1C6EG102XV1752300	C
71	Flatbed Trailer	1997	Reitnouer		1RNF48A27VR003233	C
72	Flatbed Trailer	2006	Town		4KNTT14226L161597	C
73	Flatbed Trailer	2015	JLG		5DYAAB2L5FC006883	C
74	Flatbed Trailer	2015	PJ		4P5FD3623F1217625	C
75	Flatbed Trailer	2008	Towmaster		4KNTT14248L161314	C
76	Flatbed Trailer	2008	Towmaster		4KNTT14257L162843	C
77	Flatbed Trailer	2015	Big Tex		16VFX2026F2092400	C

78	Flatbed Trailer	2007	Trail King		1DA72C7N07C018695	C
79	Flatbed Trailer	2019	Texas Pride			R
80	Flatbed Trailer	2016	Big Tex		16VFX2020G2074525	R
81	Horizontal Grinder	2014	Diamond Z	DZH4000	1R9FX390XEC722024	C
82	Horizontal Grinder	2014	Diamond Z	DZH4000	1R9FX3904EC722030	C
83	KB Pup-Trailer	2012	Homemade	HMDE	MOHMTRAILER020044	C
84	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23336S139786	C
85	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23346S139779	C
86	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23376S139712	C
87	KB Pup-Trailer	2006	Great Lakes		1G9CD23356S139711	C
88	KB Pup-Trailer	2018	Titan Machinery	HMDE	M0HMTRAILER025812	C
89	KB Pup-Trailer	2019	Edgewood	ST	1E9US2629KS589119	C
90	KB Pup-Trailer	2018	Homemade	HMDE	M0HMTRAILER025813	C
91	KB Pup-Trailer	2019	Edgewood	ST	1E9US2625KS589103	C
92	KB Pup-Trailer	2019	Edgewood	ST	1E9US2624KS589089	C
93	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589118	C
94	KB Pup-Trailer	2018	Homemade	HMDE	MOHMTRAILER025811	C
95	KB Pup-Trailer	2019	Edgewood	ST	1E9US2626KS589126	C
96	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589135	C
97	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589149	C
98	KB Pup-Trailer	2020	Edgewood	ST	1E9US2923LS589159	C
99	KB Pup-Trailer	2020	Edgewood	ST	1E9US2923LS589162	C
100	KB Pup-Trailer	2020	Edgewood	ST	1E9US2927LS589164	C
101	KB Pup-Trailer	2020	Edgewood	ST	1E9US2925LS589163	C
102	KB Pup-Trailer	2012	Edgewood	HMDE	MOHMTRAILER020042	R
103	KB Pup-Trailer	2010	Edgewood	HMDE	MOHMTRAILER018042	R
104	KB Pup-Trailer	2012	Edgewood	HMDE	MOHMTRAILER020041	R
105	KB Pup-Trailer	2018	Edgewood	ST	1E9US2728JS589061	R
106	KB Pup-Trailer	2018	Edgewood	ST	1E9US2725JS589050	R
107	KB Pup-Trailer	2018	Edgewood	ST	1E9US2725JS589048	R
108	KB Pup-Trailer	2018	Edgewood	ST	1E9US2727JS589049	R
109	KB Pup-Trailer	2018	Edgewood	ST	1E9US2762JS589060	R
110	KB Pup-Trailer	2018	Edgewood	ST	1E9US2622JS589073	R
111	KB Pup-Trailer	2017	Edgewood	ST	1E9US2623HS589030	R
112	KB Pup-Trailer	2018	Edgewood	ST	IE9US2723JS580947	R
113	KB Pup-Trailer	2018	Edgewood	ST	1E9US2721JS589046	R
114	KB Pup-Trailer	2021	Edgewood	ST	1E9US302XMS589258	R
115	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589262	R
116	KB Pup-Trailer	2021	Edgewood	ST	1E9US3028MS589260	R
117	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589259	R
118	KB Pup-Trailer	2021	Edgewood	ST	1E9US3023MS589263	R

119	KB Pup-Trailer	2021	Edgewood	ST	1E9US3022MS589268	R
120	KB Pup-Trailer	2021	Edgewood	ST	1E9US3024MS589269	R
121	KB Pup-Trailer	2021	Edgewood	ST	1E9US3020MS589270	R
122	KB Pup-Trailer	2021	Edgewood	ST	1E9US3023MS589277	R
123	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589276	R
124	KB Pup-Trailer	2021	Edgewood	ST	1E9US302XMS589275	R
125	KB Pup-Trailer	2009	Edgewood	ST	ARKAVTL0590455016	R
126	KB Pup-Trailer	2007	Great Lakes			R
127	KB Pup-Trailer	2000	WBH		1W9SD1628YC269033	R
128	KB Self-Loader	2003	Sterling	L9500	2FZHAZAS73AK28772	C
129	KB Self-Loader	2004	Sterling	L9500	2FZHAZAS84AM87966	C
130	KB Self-Loader	2003	Kenworth	T800	1NKDLU0X43J710108	C
131	KB Self-Loader	1998	Peterbilt	357	1NPALT9X0WN461734	C
132	KB Self-Loader	1998	Peterbilt	357	1NPALT9X5WN461728	C
133	KB Self-Loader	2003	Freightliner	FL112	1FVHBGAS53HK52388	C
134	KB Self-Loader	2006	Western Star	4900 SB	5KKPALAV96PV43823	C
135	KB Self-Loader	2007	Western Star	4900 SB	5KKPALAV47PY35512	C
136	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X69J242505	C
137	KB Self-Loader	2009	Kenworth	T800	1NKDLU0XX9J242507	C
138	KB Self-Loader	2007	Kenworth	T800	1NKDLT0X87J190818	C
139	KB Self-Loader	2008	Kenworth	T800	1NKDLU0X78J235352	C
140	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X89J242506	C
141	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X09J242502	C
142	KB Self-Loader	2009	Kenworth	T800	1XKDDU0X89J246574	C
143	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X99J242501	C
144	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X18J223975	C
145	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X78J223981	C
146	KB Self-Loader	2011	Kenworth	T800	1NKDLU0X6BJ281035	C
147	KB Self-Loader	2010	Kenworth	T800	1NKDLU0XXAR266280	C
148	KB Self-Loader	2011	Kenworth	T800	1NKDLU0X7BJ278354	C
149	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X69J256033	C
150	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X78J228727	C
151	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X39J237424	C
152	KB Self-Loader	2008	Kenworth	T800	1NKDLU0X08J233491	C
153	KB Self-Loader	2005	Sterling		2FWBA2DE5SAV23128	R
154	KB Self-Loader	1995	Freightliner		1FUPFZXB2SA597897	R
155	KB Self-Loader	2004	Peterbilt	357	1XPADB0X04DB819508	R
156	KB Self-Loader	2005	Peterbilt	357	1NPALB0X45D842644	R
157	KB Self-Loader	2006	Peterbilt	357	1NPALB0X96D632705	R
158	KB Self-Loader	2007	Freightliner		1FVHC5DE27HX68138	R
159	KB Self-Loader	2007	Freightliner		1FYHC5DE07HX68140	R

160	KB Self-Loader	2006	Western Star		5KKHAWAVX6PW37855	R
161	KB Self-Loader	2001	Peterbilt	379	1NP5XU0X41D569216	R
162	KB Self-Loader	2013	Peterbilt		1NPTX4TX6DD181864	R
163	KB Self-Loader	2005	Peterbilt/Red		1XP5DB9X25D881630	R
164	KB Self-Loader	2006	Peterbilt	379	1XP5DB9X76D646688	R
165	KB Self-Loader	2006	Peterbilt	379	1XP5DB9XX6N898414	R
166	KB Self-Loader	2003	Peterbilt	357	1NPALB0X53N596260	R
167	KB Self-Loader	2019	International	HX520	3HTDPAPT4KN358427	R
168	KB Self-Loader	2005	International	5900L	1HTXRAPTX5J028306	R
169	KB Self-Loader	1990	Ford		1FDZY90X3LVA25141	R
170	KB Self-Loader	2007	Peterbilt		1XP5D49X17D683748	R
171	KB Self-Loader	2005	Peterbilt		1XP5DB9X05N860477	R
172	KB Self-Loader	2014	Peterbilt	367	1NPTL40X9ED227589	R
173	KB Self-Loader	2003	Peterbilt	379	1XP5DB9X13D591649	R
174	KB Self-Loader	2019	Freightliner		3ALHG3DV1KDKN11095	R
175	KB Self-Loader	2020	Western Star	4900SB	5KKMALD10LPLJ3935	R
176	KB Self-Loader	2007	Sterling		2F2HAZCV07AV53003	R
177	KB Self-Loader	2003	Sterling	9500	2FZHAZAS03AK68711	R
178	KB Self-Loader	2004	Sterling	LT9501	2FZHAZCV64AM24825	R
179	KB Self-Loader	2005	Sterling	LT9501	2FZHAZCV75AU92195	R
180	KB Self-Loader	2006	Freightliner	M2112	1FVHC5CV86HV54044	R
181	KB Self-Loader	2007	Kenworth		1NKWLB0X071156522	R
182	KB Self-Loader	2008	Mac	CH613	1M1AN07Y18N002964	R
183	KB Self-Loader	2019	Western Star	4700SF	5KKMAVDV7KPKM6019	R
184	Light Tower	2012	Doosan	LSC	4FVLSACA6CU444257	C
185	Light Tower		Magnum			C
186	Light Tower		Magnum	MLT3060MMH	80743	C
187	Light Tower		Magnum	MLT3060MMH	170255	C
188	Light Tower	2008	Ingersoll Rand		393605UJRC13	R
189	Light Tower		Nighthawk	LT12		R
190	Light Tower	1999	Magnum	40601MH	99246	R
191	Light Tower		Coleman	MH4000RDKH	151217	R
192	Low Boy Trailer	2014	Fontaine		57JE5130XE3561385	C
193	Low Boy Trailer	2013	Fontaine		13NE51308D3560602	C
194	Low Boy Trailer	1994	Talbert		40FH0482R1010817	C
195	Low Boy Trailer	1992	Trail King		1TKS00517NM030565	C
196	Low Boy Trailer	1992	Trail King		1TKS00517NM030566	C
197	Office Trailer	1984	Grumman		1GXDBAF21EW001008	C
198	Office Trailer	1987	Ellis		1E9EE5743H1013022	C
199	Office Trailer	1992	Trail MBL		1PT011AH6W9002247	C
200	Office Trailer	1992	Moex		1M9X25225TA237065	C

201	Office Trailer	1997	Coach		1M9A6A729VH022102	C
202	Office Trailer	1999	Moex		1M9X25227TA237058	C
203	Power Screen	2001	Trommel	725	9500531	C
204	Power Screen		Trommel	830	9202071	C
205	Pressure Washer	2007	HMDE		PC101	C
206	Pressure Washer		Alkota		192477	C
207	Pressure Washer		American Kleaner		C368	C
208	Pressure Washer		Hotsy		H51669	C
209	Pressure Washer		Landa		P00306	C
210	RV	2006	Denali	31FGBS	47CTD1R216P615392	C
211	RV	2004	Jayco	27B	1UJBJ02N741EF1875	C
212	RV	2006	Open Road		5L4TR322361012206	C
213	RV	1998	Prevost		2PCV33493V1011707	C
214	RV	2015	Heartland	Trail Runner	5SFEB3222GE312623	C
215	Service Trailer	2001	Titan		5DZC8162511001697	C
216	Service Trailer	1997	WW		11WEC1623VM227765	C
217	Service Trailer	2002	TRBL		4X4TSEV282U200791	C
218	Service Trailer	1999	WW		11WHC162XYW251191	C
219	Service Trailer	1999	Magnum		1V5BA1624X1133175	C
220	Service Truck	2005	Ford	F450	1FDXF46P05EC08622	C
221	Service Truck	2013	Ford	F350	1FT8W3BT1CEC38201	C
222	Service Truck	2014	Ford	F350	1FT8W3BT6EEA40636	C
223	Service Truck	2009	Ford	F450	1FDAX46R79EA14566	C
224	Service Truck	2014	Ram	5500	3C7WRNBL8EG228497	C
225	Service Truck	2011	Ford	F350	1FDRF3G6XBEA70849	C
226	Service Truck	2001	Ford	F450	1FDXF46F31EA27158	C
227	Service Truck	2018	Toyota	Tacoma	5TFCZ5AN9JX150501	C
228	Service Truck	2020	Ram	3500	3C7WRTCLXLG103257	C
229	Service Truck	2013	Ford	F150	1FTFW1ET1DKD64424	C
230	Service Truck	2020	Ram	2500	3C6UR5CL6LG252045	C
231	Service Truck	2022	Ram	3500	3C63RRGL2NG135014	C
232	Service Truck	2022	Ram	3500	3C63RRGL0NG114808	C
233	Service Truck	2011	Dodge	57H7CK	3D6WU7EL6BG591535	R
234	Skid Steer	2003	Bobcat	T300	5219-12445	C
235	Skid Steer		Bobcat	S300	525815902	C
236	Skid Steer	2009	Bobcat	T300	A5GU35117	C
237	Skid Steer		Bobcat	T300	A5GU20012	C
238	Skid Steer		Bobcat	T300	525415884	C
239	Skid Steer		Bobcat	T300	525413076	C
240	Skid Steer	2009	Bobcat	T300	A5GU35209	C
241	Skid Steer	2012	Bobcat	T750	ANKA12229	C

242	Skid Steer	2019	Bobcat	T870		R
243	Skid Steer	2013	Bobcat	T190		R
244	Skid Steer		Bobcat	T320	A7MP60119	R
245	Skid Steer		Bobcat	T300	532011795	R
246	Skid Steer		Bobcat	246	00246C5SZ06425	R
247	Skid Steer	2019	Bobcat	T770	AT6318861	R
248	Stump Grinder	2013	Rayco	RG1665AC	0-449	C
249	Stump Grinder	2014	Fecon	SH260		C
250	Tractor	2005	Peterbilt	379	1XP5PBEX75D826166	C
251	Tractor	2008	Kenworth	T800	1XKDDU9X68R213592	C
252	Tractor	2009	Kenworth	T800	1XKDP4EX59J253787	C
253	Tractor	2010	Kenworth	T800	1XKDDU9XXAR259318	C
254	Tractor	2009	Kenworth	T800	1XKDDU9X89J256363	C
255	Tractor	2010	Kenworth	T800	1XKDDU9X4AR260416	C
256	Tractor	2012	Western Star	W4900	5KJJABDR5DPBU1199	C
257	Tub Grinder	1999	Diamond Z	1352BI	1D9FX423XN147003	C
258	Tub Grinder	2003	Diamond Z	1463-B	1D9FX4530NN47068	C
259	Tub Grinder	1997	Diamond Z	1463-B	1D9FX4536TN147184	C
260	Tub Grinder	1999	Diamond Z	1463-B	1D9FX4534XN147240	C
261	Tub Grinder	1998	Diamond Z	1463-B	1D9FX4537WN147232	C
262	Tub Grinder	2003	Diamond Z	1463-B	1D9FX4639YC147259	C
263	Tub Grinder	2004	Diamond Z	1463-B	1D9FX46311C147262	C
264	Tub Grinder	1999	Diamond Z	1463-B	1D9FX46364C147293	C
265	Vacuum Truck	2000	Freightliner		1FVUFXYB9YPB65702	C
266	Versahandler	2009	Bobcat	V723ZFL	368112100	C
267	Versahandler		Genie	GTH6622		C
268	Walking Floor Trailer	2002	MAC		5MAMN45292C005339	C
269	Walking Floor Trailer	2005	MAC		5MAMN48285C008359	C
270	Walking Floor Trailer	2004	MAC		5MAMN48214C007357	C
271	Walking Floor Trailer	2008	MAC		5MAMN48288C016384	C
272	Walking Floor Trailer	2005	MAC		5MAMN482X5C008556	C
273	Walking Floor Trailer	2019	MAC		5MAMN4824KW051069	C
274	Walking Floor Trailer	2019	MAC		5MAMN4824KW051073	C
275	Walking Floor Trailer	2017	East		1E1U2X289JR060527	C
276	Water Truck	2000	Freightliner	FL70	1FV6HJAA3YHB19746	C
277	Water Truck	2000	Ford	F650	3FRNF65995V180949	C
278	Water Truck	2006	Eco		5PKUEH2236W052290	C
279	Wheel Loader		Volvo	L110E	L110EV60278	C
280	Wheel Loader		Volvo	L120E	L120EV66140	C
281	Wheel Loader		Volvo	L120G	VCEL120GL00030787	C
282	Wheel Loader		Volvo	L120E	L120V64601	C

283	Wheel Loader		Volvo	L120E	L120EV64757	C
284	Wheel Loader		Volvo	L120C	62368	C
285	Wheel Loader		Volvo	L120G	30275	C
286	Wheel Loader		Volvo	L120E		C
287	Wheel Loader	2001	John Deere	444H	DW444HX581391	R

Managing Multiple Large-Scale Events

TFR Enterprises, Inc., has extensive experience and a proven track record of successfully managing multiple large-scale debris removal operations concurrently across diverse geographic regions. We understand that disaster recovery efforts often require rapid mobilization to multiple jurisdictions affected by simultaneous or sequential events such as hurricanes, tornado outbreaks, wildfires, and flooding. Our operational structure, experienced personnel, and nationwide resource network allow TFR to effectively respond to these complex situations while maintaining high levels of performance and compliance.

Since our founding in 1989, TFR has successfully executed numerous simultaneous contract activations across multiple regions. Our ability to manage these operations efficiently is supported by:

- An experienced prime contractor with a history of completing more than **500 FEMA-funded debris removal contracts** and securing over **$2 billion in contingency contracts**.
- Proven management processes that have been refined through decades of real-world disaster response operations.
- Centralized operational oversight provided by experienced senior leadership, supported by highly capable and self-sufficient project delivery teams.
- A reliable network of vetted subcontractors with demonstrated performance in emergency response and debris management.
- Nationwide access to personnel, equipment, and trucking resources, along with a strong commitment to engaging **local and Disadvantaged Business Enterprises (DBEs)** whenever possible.

Execution and Staffing Options
TFR approaches each task order with flexible execution strategies to meet the unique needs of the project while maintaining cost efficiency and operational effectiveness. Primary execution options include:

- **Self-performance by TFR personnel** utilizing our internal staff and equipment resources.
- **A blended team approach**, combining TFR personnel with qualified local or regional subcontractors to support project execution.

The delivery method is determined based on factors such as cost-effectiveness, resource availability, and the presence of qualified local technical resources capable of meeting contractual requirements. Regardless of the approach selected, **project management and operational oversight remain under the direct leadership of TFR personnel**, ensuring adherence to our established procedures, safety standards, and FEMA documentation requirements.

Management Approach for Multiple Contract Activations
TFR's ability to successfully execute multiple large-scale debris removal operations simultaneously is supported by a structured yet adaptable management framework that includes:

- **Standardized project management procedures** ensure consistency, regulatory compliance, and operational efficiency across all activated contracts.
- **Scalable resource deployment models** that allow equipment, personnel, and trucking assets to be quickly allocated to areas of greatest need.
- **Integrated communication systems** that facilitate real-time coordination between field teams, operational leadership, and client representatives.
- **Proactive logistics and supply chain management** to sustain operations across multiple project sites and geographic regions.
- **Continuous quality control and safety monitoring**, ensuring that all work meets or exceeds contractual requirements and regulatory standards.

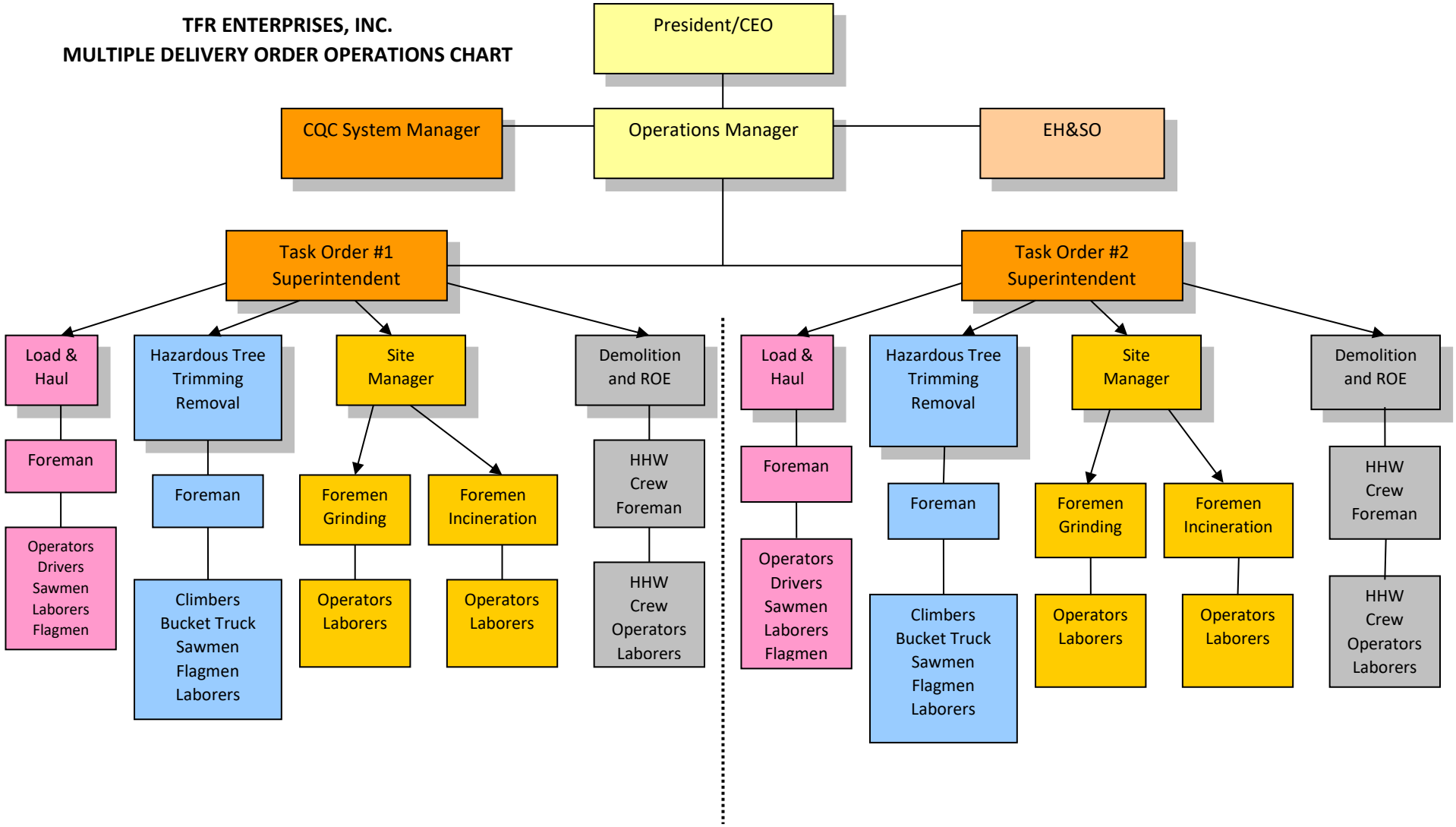
Through this structured and flexible approach, TFR Enterprises consistently delivers dependable, efficient debris removal services even during widespread disaster recovery operations involving multiple simultaneous activations. Our proven ability to scale resources, maintain operational control, and ensure FEMA-compliant documentation provides clients with confidence that debris removal operations will be executed safely, efficiently, and in full compliance with all applicable requirements.

Recent Large-Scale Events

This chart illustrates recent large-scale disaster events that resulted in multiple contract activations, showcasing TFR Enterprises' proven ability to coordinate, manage, and financially support simultaneous debris removal operations across multiple jurisdictions. These activations often occur during peak storm seasons, requiring rapid mobilization, strategic resource allocation, and seamless project execution. TFR's consistent performance in these complex, high-demand situations demonstrates our operational scalability, financial stability, and commitment to supporting communities through effective disaster recovery efforts.

EVENT	YEAR	CY	TOTAL
HURRICANE HELENE	2024	3,143,738 to Date	$67,865,935 to Date
HURRICANE IDALIA	2023	3,514,958	$76,624,006
HURRICANE IAN	2022	218,333	$15,592,341
IOWA SEVERE STORMS	2020	4,929,979	$18,364,690
HURRICANE LAURA	2020	3,913,952	$59,448,788
HURRICANE MARIA	2017	1,113,691	$35,404,180

TFR ENTERPRISES, INC.
MULTIPLE DELIVERY ORDER OPERATIONS CHART



Management Approach

TFR stands ready to meet your debris removal needs immediately upon notice to proceed. As the Prime Contractor, TFR Enterprises Inc. (TFR) assumes full responsibility for the efficient and effective execution of every contract. To address the complex technical challenges of large-scale debris management missions, TFR has strategically aligned its in-house resources with a proven network of major subcontractors who have successfully supported emergency response and disaster recovery operations nationwide for more than three decades.

The TFR Team's Management Approach Offers:

- ☑ **Skilled Program Management with Experience Responding to All Types of Disasters**
- ☑ **Turnkey Solutions That Effectively Meet Our Clients' Expectations**
- ☑ **Scalable Team That Can Quickly Ramp Up Staffing to Meet Surge Requirements**
- ☑ **Fleet of Over 200+ Self-Owned Pieces of Equipment, Including Mobile Command Units**
- ☑ **Pre-Negotiated Agreements with Nationwide Equipment Vendors**
- ☑ **Application of Valuable Lessons Learned Taken During Response to Over 500+ Activations**
- ☑ **Corporate Safety Program Used to Oversee Safe Performance on All Recent Disasters**

To further enhance capacity and response speed, TFR supplements its core team with pre-qualified local subcontractors and nationwide equipment vendors, ensuring rapid scalability for large and small debris operations. Our team can mobilize quickly and manage disasters of any size without delay. Key advantages our team offers include:

Experienced Program Management – As the Prime Contractor, TFR provides a single point of execution and accountability, delivering comprehensive program management and full-service capabilities to ensure an efficient, effective response to any disaster event. Our team oversees all aspects of operations, including program management, safety, quality control, on-site supervision, and logistics coordination. With decades of experience supporting disaster recovery programs nationwide, including projects for the Army Corps of Engineers, FEMA, and other Federal agencies, TFR brings the expertise and resources necessary to staff and manage multiple, geographically dispersed missions simultaneously.

Proven Operational Excellence and Rapid Response to Over 500 Federally Declared Disasters – TFR has been a trusted partner in emergency response and disaster recovery programs nationwide, delivering large-scale, rapid-response debris management and recovery operations. From critical support roles to full turnkey program management, TFR is recognized as an industry leader with unmatched experience and recovery expertise. Our leadership and staff have collectively supported more than 500 project activations, including the simultaneous management of 26 missions across multiple jurisdictions. Through strategic coordination and preparedness, our team has consistently mobilized personnel, equipment, and materials in under 24 hours and often within hours, ensuring immediate and effective response following natural disasters.

Subcontractors and Vendors That Enhance Response Capability and Capacity – TFR partners with some of the nation's leading debris management firms to maximize rapid response capability. Over the past 36 years, our subcontractor and vendor network has been instrumental in meeting the demanding objectives of multistate disaster response operations. We maintain long-standing, quality relationships with proven partners and actively expand our team through outreach across geographic regions, incorporating both large and small businesses that meet our high standards for performance and reliability.

Key Personnel and Staffing Approach

TFR assumes full responsibility for the efficient and effective execution of this emergency debris removal contract. As a proven federal contractor, we maintain an established organizational structure and staffing approach that ensures clear lines of communication and authority. Our contract management procedures, combined with project staff experienced in collaborating with USACE, FEMA, and other government agencies, enable seamless coordination and successful mission execution.

To support our operational capacity, TFR has access to a nationwide network of tens of thousands of qualified subcontractors, providing unmatched flexibility and scalability for emergency response operations. This extensive pool allows us to rapidly supplement personnel, equipment, and specialized services as needed. This ensures that even the largest or most geographically dispersed disaster events can be managed effectively. By maintaining long-standing relationships and pre-vetted capabilities, TFR can seamlessly integrate subcontractors into our operations while upholding the highest standards of quality, safety, and efficiency.

Key Advantages of Our Personnel and Staffing Approach

- ☑ **Contract execution.** ➔ Our proven project delivery process has demonstrated our success in fully integrating in-house personnel and team members on similar time-sensitive disaster response programs.
- ☑ **Highly qualified key personnel, hand-selected for their expertise and experience.**➔ We offer skilled project managers and safety professionals who have responded to the largest man-made and natural disasters and provided debris services across the country.
- ☑ **Cohesive and efficient execution.** ➔ Clear roles and responsibilities/communication channels.
- ☑ **Ability to handle fluctuating workloads and simultaneous projects.** ➔ TFR has a demonstrated track record of managing multiple large-scale federal projects concurrently.
- ☑ **Extensive in-house resources ensure the ability to staff multiple teams when needed** ➔ TFR possesses the personnel, equipment, and logistical resources necessary to effectively oversee and coordinate multiple teams simultaneously.

Key Personnel

TFR brings highly qualified key personnel with extensive experience working on large-scale debris removal projects. Our team has collectively supported over 500 disaster contract activations, providing management and leadership for tornado responses and numerous recent hurricanes, including Helene, Milton, Idalia, Laura, and Beryl. With decades of hands-on disaster response experience, TFR offers unmatched knowledge and expertise in debris management, ensuring efficient, compliant, and effective recovery operations.

Organization

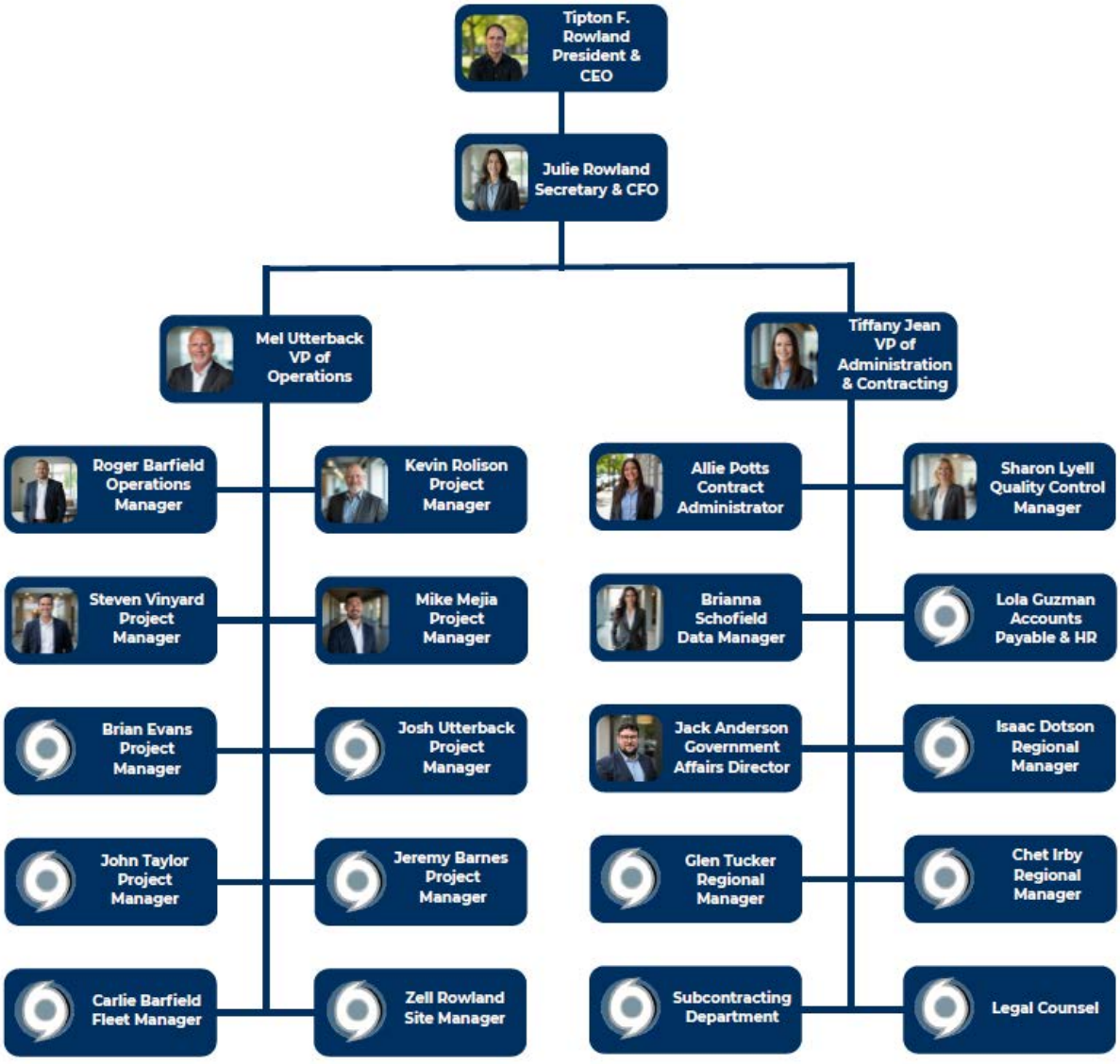
Our organization is structured to provide proactive leadership nationwide while effectively managing project risks and ensuring maximum responsiveness to our clients. TFR maintains full control over all management activities, delivering a dedicated, proven team ready to execute any debris management mission with the highest standards of quality, professionalism, and efficiency.

Our proven management approach, successfully implemented on previous disaster response contracts, will be applied to this agreement to clearly establish the roles and responsibilities of all team members and supporting staff.

Through our established network of contractors and vendors and our direct knowledge of their capabilities and past performance in emergency response and debris management, we can quickly deploy the most qualified resources to meet the requirements of this contract.

TFR will augment capacity for multiple large-scale task assignments by engaging additional subcontractors as needed, with priority given to local small and medium-sized businesses. In addition, TFR maintains a Project Manager callback list that enables rapid deployment of qualified leadership personnel to support surge requirements. This combined approach promotes cost efficiency, strengthens performance, and supports the local economy.

Team Organization Chart



TFR's organizational structure is designed to minimize the gap between the operations manager and field personnel, tailored to the size and scope of each response. By reducing the separation between

management staff and field supervisors, we enhance team connectivity and promote greater communication throughout the operation. Key features of our organizational structure include:

Structure	Description
Streamlined Chain-of-Command Led by the Operations Manager	Empowered by Corporate leadership to make timely decisions and access resources, ensuring an effective response to each client and their debris mission requirements.
Clear Communication Channels	Maintain direct, transparent lines of communication across all levels of the operation.
Experienced Leaders in Every Key Position	Our debris management experts are ready to deliver results immediately, working seamlessly both internally and with all stakeholders.
Independent Reporting for Quality and Safety	Project Quality and Safety Managers report directly to TFR Corporate Quality and Safety, ensuring safety, health, and quality standards are never compromised.
Established Network of Strategic Partners and Pre-Qualified Subcontractors	Ensures rapid deployment of additional resources with confidence in their ability to meet project demands effectively.

Our key personnel have been carefully selected for their extensive experience in disaster recovery operations, proven leadership, and comprehensive debris management expertise. They are prepared to mobilize immediately to disaster sites across the nation. Below is a brief introduction to our Vice President of Operations and Operations Manager, both of whom are available 24 hours a day to support clients and respond to any needs that may arise.

Mel Utterback, VP of Operations
(606) 776-9782, melvin@tfrinc.com
For over 20 years, Mel has led and coordinated debris removal operations in response to natural disasters and large-scale construction projects. Renowned for an unwavering commitment to safety, operational efficiency, and regulatory compliance, Mel directs complex logistics, supervises crews, and ensures meticulous documentation to support FEMA reimbursement. Taking a hands-on approach, Mel is actively involved in every task assigned to TFR, providing leadership and oversight at every stage of each project.

Roger Barfield, Operations Manager
(407) 868-0568, roger@tfrinc.com
Mr. Barfield joined our team in 2016 following successful employment with a heavy highway construction firm. With extensive experience in civil construction, he has an extensive background in occupational safety, risk management, and regulatory compliance training. Since joining TFR, he has leveraged his expertise to oversee large-scale debris removal operations, ensuring rapid mobilization, efficient logistics, and strict adherence to FEMA, state, and local regulations. Mr. Barfield excels in coordinating crews, managing subcontractors, and implementing operational protocols that maximize productivity while maintaining the highest safety standards.

Experience and Qualifications of Key Personnel

To provide the most responsive and effective proposal, TFR has assembled a highly experienced team of key personnel with expertise in a wide range of debris missions, including hurricanes, floods, tornadoes, wildfires, ice storms, and other natural and man-made disasters. Each team member possesses a thorough understanding of the roles, responsibilities, lines of communication, and operational challenges associated with rapid deployment in emergency scenarios. They are fully capable of executing any debris mission assigned to them. The TFR team brings proven, field-tested experience in damage assessment, debris removal, reduction, disposal, and overall debris management, coupled with the technical capabilities necessary to respond effectively to large-scale disaster events.

Snapshot of Key Personnel Experience

Key Personnel	Position	Worked Together	Industry Experience	Disaster Experience
Melvin Utterback	Vice President of Operations	✓	21 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Roger Barfield	Operations Manager	✓	9 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Tiffany Jean	Contract Manager	✓	18 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Kevin Rolison	Project Manager	✓	23 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Steven Vinyard	Project Manager	✓	10 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Mike Mejia	Project Manager	✓	17 years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Brian Evans	Project Manager	✓	7 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
Jeremy Barnes	Project Manager	✓	11 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING
John Taylor	Site Manager	✓	11 Years	HURRICANE TORNADO FIRE ICE / SNOW FLOODING

Operations Manager: The Operations Manager will oversee and direct all field operations for TFR, ensuring that each mission is executed efficiently, safely, and in full compliance with corporate, municipal, state, and federal safety and environmental regulations. In addition to managing day-to-day field activities, the Operations Manager will provide strategic oversight of resources, personnel, and operational protocols to optimize debris removal and management efforts. Key responsibilities include:

Snapshot of Team Certifications

- ☑ **United States Army Corps of Engineers,** Construction Quality Management
- ☑ **United States Army Corps of Engineers,** 30-Hour Construction Safety
- ☑ **United States Army Corps of Engineers,** Safety Level 2 Assessment
- ☑ **United States Army Corps of Engineers,** Debris Level Two
- ☑ **National Incident Management System** ICS-100,200,700,703,706,800
- ☑ **OSHA** 40-Hour HAZWOPER

- Directing and supervising all project managers, site managers, and safety officers to ensure coordinated and effective field operations.
- Strategically deploying company-owned and subcontractor resources to debris zones, maximizing operational efficiency based on geographic and demographic considerations.
- Developing and implementing debris management plans that maximize recycling and diversion opportunities, whenever possible.
- Monitoring operational performance, ensuring adherence to safety standards, and risk mitigation in dynamic disaster environments.
- Coordinating with local, state, and federal officials to maintain compliance, facilitating data reporting, and supporting FEMA reimbursement documentation.

The Operations Manager plays a critical role in maintaining TFR's reputation for rapid mobilization, effective resource utilization, and safe, compliant debris management across diverse disaster scenarios.

Contract Manager: The Contract Manager serves as the primary liaison between the client and TFR throughout the entirety of the debris mission, ensuring seamless communication, coordination, and execution. Available 24 hours a day, 7 days a week, the Contract Manager utilizes multiple communication methods, including cell phones, satellite phones, and email, to maintain constant connectivity with all stakeholders. Key responsibilities include:

- Acting as the primary point of contact for the client and any consulting firm involved.
- Receiving client direction and translating it into a corporate strategy that effectively meets project objectives.
- Coordinating closely with the Operations Manager to mobilize resources efficiently and respond to evolving field conditions.
- Supervising the execution of contract documents to ensure compliance with all terms and conditions.
- Ensuring all corporate reports, deliverables, and updates are accurate, timely, and aligned with client expectations.
- Proactively addressing client needs, resolving issues, and maintaining strong professional relationships throughout the mission.

The Contract Manager plays a pivotal role in maintaining TFR's reputation for responsive, reliable, and fully compliant debris management services across all disaster scenarios.

Project Manager: Project Managers are responsible for overseeing day-to-day operations within the assigned debris zone(s), ensuring that all activities are conducted safely, efficiently, and in full compliance with FEMA guidelines and client requirements. Key responsibilities include:

- Ensuring all operational processes within their debris zone adhere to the latest versions of the FEMA Debris Management Guide and the Public Assistance Program and Policy Guide.
- Hosting daily instructional and safety meetings in conjunction with the Safety Officer to reinforce protocols and maintain a safe work environment.
- Serving as the initial point of contact and resolution for any site or community complaints.
- Directing debris crews to assign work zones and monitoring performance to ensure efficient execution of tasks.
- Preparing and maintaining daily reports, including detailed logs of activities, progress, and any issues within the zone.
- Assigning and managing daily road schedules to optimize debris removal and resource utilization.
- Coordinating closely with the Site Manager and Operations Manager to ensure alignment with overall project objectives and timelines.

Project Managers play a pivotal role in maintaining operational efficiency, regulatory and safety compliance, and overall success of TFR's debris management missions.

Safety Manager: The Safety Manager holds full responsibility and authority over all safety matters across all levels of contract performance. This includes the authority to unilaterally alter, suspend, or halt any operation or portion thereof that poses a threat to life, health, safety, or the environment. Key responsibilities include:

- Developing, implementing, and enforcing comprehensive safety protocols to protect personnel, equipment, and the environment.
- Ensuring full compliance with OSHA, USDOT, DOL, EPA, and all other applicable federal, state, and local regulatory requirements.
- Conducting daily safety inspections, onsite training, and operational audits to maintain strict adherence to safety standards.
- Maintaining thorough documentation and reporting of all safety activities, incidents, and corrective actions.
- Communicating safety requirements, updates, and recommendations to all levels of field and management personnel.
- Proactively identifying hazards and implementing preventive measures to mitigate risks before they impact operations.

The Safety Manager is a critical leader in maintaining TFR's commitment to a safe, compliant, and environmentally responsible debris management operation.

Site Manager: The Site Manager is responsible for overseeing all operations within their assigned debris management site, ensuring safe, efficient, and compliant debris handling. Key responsibilities include:

- Maintaining strict compliance with all safety regulations, implementing protocols to protect personnel and equipment.

- Monitoring and enforcing environmental compliance, including proper handling, storage, and disposal of debris.
- Overseeing proper debris segregation, reduction, and processing to maximize efficiency and recycling opportunities where feasible.
- Coordinating reduction and haul-out schedules to optimize workflow, resource utilization, and timely debris removal.
- Managing site personnel, subcontractors, and equipment to ensure operations run smoothly and meet project milestones.
- Reporting site progress, issues, and metrics to the Operations and Contract Managers to support overall mission success.

The Site Manager plays a critical role in ensuring that each debris management site operates safely, efficiently, and in full compliance with all regulatory and client requirements.

Staffing Approach

TFR's ability to place the right people in the right positions is central to our streamlined and effective mission support model. Equipped to respond at both regional and national levels, we offer flexible staffing and rapid mobilization to meet any client requirement. Our approach prioritizes assigning highly qualified personnel to each project, large or small, while incorporating local resources whenever practical to enhance community recovery and operational efficiency. The following sections describe how TFR's staffing structure adapts to changing workloads and simultaneous missions, reduces turnover, and sustains a dependable, well-trained workforce, supported by our network of experienced subcontractors.

Core Resources & Capabilities to Meet Requirements at Notice to Proceed

TFR has the capacity, expertise, and resources to carry out all contract requirements immediately upon receiving a Notice to Proceed. When additional support is necessary, we draw on a wide network of vetted subcontractors to deliver services efficiently and cost-effectively. Based on project needs, TFR may self-perform work, subcontract it, or use a blended approach. Our teams integrate subcontractors seamlessly, partnering with established firms as well as local, small, and national companies to improve performance, responsiveness, and value.

Our project delivery model has consistently proven successful in coordinating in-house staff, team partners, and local small businesses on fast-paced disaster response efforts. For example, after the Bastrop County, TX wildfire, in which more than 34,000 acres burned and destroyed over 1,600 homes, TFR mobilized within 24 hours of the Notice to Proceed. We deployed an experienced management team, performed initial damage assessments, and oversaw debris removal of construction and demolition materials, vegetative debris, and hazardous trees. Throughout the project, TFR managed more than 20 subcontractors and over 150 subcontractor personnel and vendors, with small businesses completing roughly 75% of the work, over half of them based within 150 miles of Bastrop County.

Execution and Staffing Options:

- Complete self-performance using TFR's in-house workforce and contingent hires.
- Hybrid approach combining TFR personnel with pre-qualified local or regional subcontractors.

The choice of execution method depends on factors such as overall cost and the availability of qualified local technical resources. Regardless of approach, TFR provides all management staff and oversees

operations under its established management processes, controls, and protocols. Our organizational structure and coordination methods are specifically designed to enable effective oversight and execution of multiple concurrent missions.

Staffing and Recruitment Approach
Staffing needs often shift throughout the life of a task assignment as operational tempo, scope, and technical requirements change. To remain agile and maintain adequate personnel coverage, we draw on a broad network of staffing partners and established recruiting processes. When supplemental personnel are needed, we rely on several core recruitment pathways:

Recruitment of Outside Personnel- We utilize a robust candidate management system that enables continuous roster development and supports routine recruiting activities. This system captures essential qualification data, including professional experience, training, and certifications (such as CDL), prior project involvement, client familiarity, and language skills, which allows us to quickly match candidates to specific role requirements.

Subcontractor Sourcing- Our key subcontractors maintain large, vetted pools of regional and local subcontractors to ensure reliable nationwide support. For example, Timberline Trading and Lyellco, Inc. manage expansive networks and have collectively engaged more than 500 subcontractors across the country in recent years for emergency and contingency operations. The percentage of work to be performed by subcontractors will be determined by the magnitude and scope of the disaster event. Small-scale projects will be completed entirely with TFR's in-house personnel and equipment, while large-scale events may require the engagement of additional subcontractor resources to supplement internal capabilities and ensure timely and efficient debris removal operations.

Hiring Within the Affected Community- Whenever possible, we supplement staffing by recruiting individuals from the impacted area. While disaster locations cannot be forecasted, we have well-established procedures for mobilizing rapid local hiring efforts once an event is anticipated or has occurred. These efforts may involve community job fairs, targeted outreach via newspapers, coordinated social media announcements, or local radio and television notifications. These methods consistently generate strong applicant turnout.

Digital and Social Media Outreach- Our recruiting personnel also use a range of online platforms to identify and engage qualified candidates across the United States and abroad. Platforms such as LinkedIn, Facebook, and Twitter are routinely used for outreach. We also advertise opportunities on military-focused job boards, including Wounded Warrior and Military Hire, to connect with transitioning service members and veterans.

Adapting to Dynamic Workloads and Managing Multiple Debris Operations
TFR has a demonstrated ability to manage multiple, simultaneous task orders across one or more regions. Our capability stems from a combination of experienced personnel, nationwide resources, and disciplined project management practices that ensure timely, compliant, and cost-effective results. Key strengths include:

- Centralized oversight from debris-experienced operations staff providing real-time guidance, supported by empowered project teams located near each site.

- Requirements-driven project execution, balancing self-performance and subcontracting to optimize cost and efficiency.
- Refined management processes honed through extensive experience in disaster response and contingency operations.
- An experienced Prime Contractor with a history of completing over 500 FEMA-funded debris removal projects and managing more than $2 billion in disaster and contingency contracts.
- Trusted major subcontractors with proven emergency response capabilities.
- Nationwide partnerships provide access to personnel, equipment, and trucking resources, while prioritizing local and small business engagement whenever possible.

Management Approach for Executing Concurrent Missions

TFR's management approach for executing concurrent missions is grounded in clear communication, defined responsibilities, and coordinated leadership. This structure ensures effective oversight, efficient resource allocation, and consistent performance across all task assignments. Our approach is based on the following tenets:

Executing Concurrent Debris Missions	
Single Point of Contact	The Project Manager will serve as the single point of contact, providing a clear and direct communication channel. For simultaneous projects or multiple operational sectors, additional Project or Site Managers will be assigned as needed to maintain effective command and control at each location.
Clear Roles and Responsibilities	The Operations Manager will assign Project and Site Managers based on project scope and complexity. All support staff, subcontractors, and crews will report to the Project Manager. With a deep bench of qualified personnel and equipment, TFR can rapidly deploy the right mix of labor, materials, and machinery for every mission. The Project Manager is responsible for staffing, subcontractor oversight, budget, schedule, technical quality, and all aspects of the assigned task order.
Proactive Corporate Leadership	In collaboration with the Operations Manager, the Project Manager will monitor team performance, resource allocation, and client satisfaction. TFR's leadership remains committed to providing the necessary resources and corporate support to ensure the successful execution of every project, regardless of location or complexity.
Cohesive Team Coordination	The TFR team is highly experienced in managing multiple operations simultaneously while coordinating with local governments, regulatory agencies, military entities, and other stakeholders. The Project Manager will oversee coordination among technical staff, scheduling, and deliverables. All personnel are connected through TFR's robust communication systems and collaboration tools, ensuring seamless coordination and uninterrupted service delivery for each client.
Access to Vast Reach-Back Capabilities	With access to more than 400 TFR on-call personnel, our team can quickly engage additional management, technical specialists, and support personnel to address any issue or provide surge capacity as needed. Additionally, TFR maintains strong partnerships with subcontractor offices and equipment dealerships across the U.S. The Operations Manager, working closely with Project Managers, coordinates access to these resources to ensure timely and effective support for all task orders.

Minimizing Turnover and Retaining Skilled Personnel

Key Personnel: TFR places a strong emphasis on recruiting, retaining, and developing highly qualified staff through adherence to established policies and procedures. By selecting individuals who share our

commitment to safety, compliance, and performance, we ensure long-term retention and continuity across projects. We foster a workplace culture that promotes engagement, satisfaction, and professional growth, supported by competitive compensation, benefits, and incentives that attract and retain top talent. Our workforce stability is reinforced through:

- Comprehensive orientation and onboarding programs
- Open, frequent, and transparent communication throughout projects
- Careful planning for employee safety, security, and well-being
- Competitive pay structures, performance rewards, and recognition programs

Even in the high-pressure environment of disaster response, TFR consistently retains experienced personnel who provide reliability and continuity. Our retention strategies address all factors impacting employee satisfaction, and our major subcontractors implement similar programs to maintain stable and committed teams.

Local Workforce: TFR prioritizes engaging local labor whenever possible, utilizing qualified, licensed subcontractors and vendors to support both recovery efforts and the local economy. Post-disaster conditions can make retention challenging due to demanding schedules and personal obligations. To address this, TFR employs proven strategies to maintain engagement and performance, including:

- Competitive pay rates aligned with local market conditions
- Timely, reliable payments on a weekly or bi-weekly basis
- Performance incentives, such as 10% retainage upon project completion
- Relationship building to demonstrate future contracting opportunities

We believe that partnering with local contractors delivers cost-effective, efficient results while supporting community recovery. Our subcontractors repeatedly work with TFR because we prioritize their success, safety, and fair treatment. High standards for safety and performance are strictly enforced; personnel who do not meet these standards are not retained. This ensures that every member of our workforce, local or otherwise, operates safely, effectively, and with a shared commitment to restoring affected communities.

Availability of Personnel

Ensuring that qualified personnel are always available is fundamental to maintaining the efficiency, safety, and overall success of debris management operations. TFR maintains a fully staffed reserve of experienced professionals who are prepared to mobilize quickly in support of mission requirements. Key personnel remain on continuous standby, enabling seamless coordination, rapid decision-making, and effective oversight from the outset of an event through final closeout.

TFR employs a layered staffing approach that incorporates both immediate-response personnel and scalable surge capacity. In the event of unforeseen circumstances or heightened operational demands, our contingency staffing protocols allow us to draw upon pre-identified resources, including subcontractor partners and supplemental specialists. This ensures operational continuity, mitigates delays, and provides the flexibility required to address evolving field conditions.

A qualified Project Manager can be deployed to the affected area within 12–24 hours of notice. Upon arrival, the Project Manager initiates critical early-phase activities such as preliminary damage assessments, coordination and kick-off meetings with the client, identification and evaluation of debris management sites, and scoping of equipment, staffing, and materials needed to support the recovery effort. This rapid mobilization capability enables TFR to establish operational readiness quickly and support a timely transition into full-scale debris operations.

The following summary illustrates the depth and breadth of TFR's operational capabilities. Over the past decade, we have continuously refined our staffing strategies, recruitment pipelines, and resource management systems. These improvements, grounded in lessons learned across numerous disaster-response and recovery contracts, ensure that TFR can deliver reliable, high-performance personnel support for any activation.

TFR Offers Depth of On-Call Resources in Many Key Disciplines

Staff Training

TFR's comprehensive training programs are designed to ensure that all personnel assigned to a project are fully prepared to deploy on short notice and perform their duties safely, efficiently, and in full compliance with contract requirements. Our training approach emphasizes not only technical proficiency but also adherence to quality, safety, and procedural standards, including Quality Control (QC), Environmental Health and Safety (EHS), and security protocols. These programs are applied consistently across in-house staff, subcontractor teams, and locally hired personnel to maintain a unified level of readiness.

Subcontractors supporting TFR operations remain response-ready by maintaining proper training for their personnel and ensuring that all equipment is routinely inspected, maintained, and fully operational. Standard training components include service-specific certifications, hands-on skills demonstrations conducted with TFR staff, and ongoing instruction in environmental health and safety practices. This structured approach ensures that every team member, regardless of their

organizational affiliation, can execute their responsibilities effectively under challenging conditions.

TFR actively integrates lessons learned from previous operations into our training curriculum. Our team participates in post-event and pre-event planning sessions, after-action reviews, and client-led lessons-learned exercises to continually refine standard operating procedures and enhance operational effectiveness.

In addition to formal training, TFR conducts regular program exercises and rehearsals to test systems, equipment, and personnel readiness. These exercises simulate sample Task Orders and replicate the scope of work expected during large-scale, short-notice contingency operations. Through these practical drills, the TFR team:

- Confirms that all systems, processes, and personnel capabilities are prepared to support rapid mobilization and sustained operations.
- Identifies any gaps or areas requiring corrective action before actual deployment.
- Practices functioning as an integrated, cohesive operational team.
- Enhance contingency plans and standard operating procedures for improved efficiency and safety.
- Ensures personnel are fully prepared to respond effectively under real-world conditions.

By combining formal training, practical exercises, and continuous process improvement, TFR maintains a workforce that is consistently ready to meet the demands of complex debris management and disaster-response operations, providing clients with confidence in our ability to deliver safe, timely, and high-quality performance.

Meet The Experts Behind Our Success

Each team member plays a vital role in ensuring seamless operations, compliance, and efficiency across all projects. With extensive expertise in project management, quality control, and FEMA reimbursement compliance, our team oversees documentation, subcontractor coordination, and process optimization. Committed to excellence, we work behind the scenes to support field operations, maintain regulatory adherence, and drive successful project outcomes. Our dedication to precision and efficiency ensures that every client receives the highest level of service and support.

Tipton Rowland

President/CEO

Julie Rowland

Secretary/CFO

Tiffany Jean

Contract Manager

Allie Potts

Contract Administrator

Sharon Lyell

Quality Control Manager

Brianna Schofield

Data Manager

"Their commitment to quality and customer satisfaction was evident in their attention to detail and willingness to meet the City's requests." *Lauren Lathon, City of Sugar Land Texas*

Meet The Experts Driving Our Success

TFR's operational team is the driving force behind the successful execution of debris removal projects nationwide. With extensive experience in field operations, logistics, and compliance, our team ensures safe, efficient, and timely project completion. We oversee subcontractor performance, enforce quality control standards, and maintain strict adherence to FEMA guidelines. Focused on safety, productivity, and regulatory compliance, our operations team is dedicated to delivering seamless project execution while maximizing efficiency and funding eligibility for our clients.

Mel Utterback

Vice President of Operations

Roger Barfield

Operations Manager

Kevin Rolison

Project Manager

Steven Vinyard

Project Manager

Mike Mejia

Service Manager

Jack Anderson

Government Relations

"Rodger and his team were very courteous to city staff and citizens during the project and greatly aided in our ability to complete the project in a timely manner. I would recommend and utilize TFR's services again." *Travis Tenbrink, City of Topeka Kansas*

TIPTON ROWLAND

PRESIDENT/CHIEF EXECUTIVE OFFICER

CONTACT

281-731-4398

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PERFORMANCE SKILLS

- Strategic leadership
- Operational Oversight
- Crisis Management
- Team Leadership & Development
- Stakeholder Relations
- Innovation & Adaptability
- Contract Negotiations

PROFILE

Mr. Rowland provides "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc., he has successfully performed as a damage assessment evaluator, cost proposal estimator, project supervisor, safety, and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2023
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2022
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Hurricane Zeta, Mississippi	2020
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2019
Hurricane Michael, Florida	2018
Hurricane Florence, North Carolina	2018
Hurricane Irma, Florida	2017
Additional Disaster Events	1992-2016

JULIE ROWLAND

CHIEF FINANCIAL OFFICER

CONTACT

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CERTIFICATIONS

- FEMA IS-035
- FEMA IS-037
- FEMA IS-100
- FEMA IS-101
- FEMA IS-700
- FEMA- Debris Management Planning for State, Tribal, and Local Officials
- GHC TS 10: Debris Management & Monitoring RFP's

PROFILE

With 35 years in Debris Management Operations, Julie Rowland is a proven leader in project oversight, efficiency, and compliance. She excels at managing personnel, streamlining operations, and ensuring regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2023
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2021
	1992-2020

EDUCATION

Bachelor of Arts in Communications and Fine Arts
University of Memphis, Memphis TN 1989-1992

TIFFANY JEAN

CONTRACT MANAGER

CONTACT

512-565-0710

tiffany@tfrinc.com

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CERTIFICATIONS

- FEMA IS-001
- FEMA IS-005
- FEMA IS-035
- FEMA IS-100
- FEMA IS-200
- FEMA IS-800
- FEMA IS-906
- FEMA IS-907
- FEMA IS-909
- USACE- Construction Quality Management
- Project Management Workshop
- DOT Compliance Workshop
- Drug & Alcohol Workshop
- GHC TS 10: Debris Management
- Microsoft: Intermediate & Advanced
- CPR Certified

PROFILE

Mrs. Jean has over 17 years of contract management experience, overseeing contract documentation and regulatory registrations nationwide. Known for her attention to detail and responsiveness, she ensures compliance with contract requirements and FEMA reimbursement standards, staying current with policy changes.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2023
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2021
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2008-2020

EDUCATION

Bachelor of Arts in History
Texas A&M University, College Station, Texas 2004-2007

ALLIE POTTS

CONTRACT ADMINISTRATOR

CONTACT

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PERFORMANCE SKILLS

- Proposal Development
- Contract Administration
- Government Procurement
- Procurement Compliance
- RFP Management
- Vendor Registration Coordination
- Document Management
- Client Communication

PROFILE

Ms. Potts serves as a Contract Administrator for TFR Enterprises, Inc., supporting proposal development, contract administration, and procurement compliance efforts for emergency management and disaster recovery projects. She assists in the preparation and management of competitive solicitations, contract documentation, vendor registrations, and procurement records for local, state, and federal agencies. Through ongoing FEMA training and hands-on involvement in proposal development, she contributes to TFR's commitment to regulatory compliance, operational readiness, and exceptional client service.

DISASTER EXPERIENCE

Ice Storm, Mississippi 2026

CERTIFICATIONS

- **IS-100.c: Introduction to the Incedent Command System**
- **IS-200.c: Basic Incident Command System for Initial Response**
- **IS-700.b: National Incident Management System (NIMS)**
- **IS-1000: Public Assistance Program and Eligibility**
- **Texas Notary Public**
- **Microsoft Excel**

EDUCATION

Bachelor of Science in Business Administration
West Texas A&M University, Canyon, TX 2021-2025

SHARON LYELL

QUALITY CONTROL MANAGER

CONTACT

512-576-3000

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CERTIFICATIONS

- FEMA IS-037
- FEMA IS-037.19
- USACE- Construction Quality Management
- FLDOT- TTC Advanced Course
- DOT- Safety Management Controls
- Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- CPR Certified

PROFILE

With 32 years of experience in project management and quality control, Sharon ensures safe, efficient, and compliant operations as TFR's Quality Control Manager. Over the past 19 years, she has overseen 140+ projects, enforcing strict quality control measures, subcontractor compliance, and FEMA reimbursement documentation. She maintains strong relationships with debris hauling and hazardous tree removal subcontractors, providing annual training on TFR procedures and FEMA policies. With expertise in quality assurance, zero defects, and process improvement, Sharon ensures full compliance with FEMA's Public Assistance Program, maximizing funding eligibility for applicants.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Derecho, Iowa	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2006-2014

BRIANNA SCHOFIELD

DATA MANAGER

CONTACT

435-705-1251

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PERFORMANCE SKILLS

- Data Collection & Analytical Skills
- Real Time Tracking Systems
- Quality Assurance & Data Accuracy
- Compliance & Documentation
- Risk Management
- Microsoft Word

PROFILE

Mrs. Schofield joined our team in 2023, specializing in data collection, analysis, and reporting for disaster recovery and waste removal operations. She is highly skilled in real-time tracking systems and database management to optimize logistics, ensure compliance, and enhance operational efficiency. With a strong focus on FEMA reporting accuracy, she excels at improving data workflows and coordinating with field teams to maintain seamless information flow. Her expertise in data-driven decision-making supports strategic planning while upholding the highest standards of accuracy and regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023

MEL UTTERBACK

VICE PRESIDENT OF OPERATIONS

CONTACT

606-776-9782

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PERFORMANCE SKILLS

- Leadership & Team Management
- Strategic Planning
- Process Improvement & Efficiency
- Compliance & Quality Control
- Financial & Budget Control
- Safety Leadership
- Compliance with Regulations & Standards

PROFILE

Since 2004, Mel has been overseeing and coordinating debris removal operations in response to natural disasters and large-scale construction projects. With a strong focus on safety, efficiency, and compliance, Mel manages logistics, supervises crews, and ensures accurate documentation for FEMA reimbursement.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2023
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2022
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Hurricane Zeta, Mississippi	2020
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2019
Hurricane Michael, Florida	2018
Hurricane Florence, North Carolina	2018
Hurricane Irma, Florida	2017
Hurricane Matthew, Florida	2016
Ice Storm, Oklahoma	2007
Hurricane Katrina, Louisiana & Mississippi	2005
Hurricane Ivan, Florida	2004

ROGER BARFIELD

OPERATIONS MANAGER

CONTACT

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601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-010
- FEMA IS-011
- FEMA IS-035
- FEMA IS-037
- FEMA IS-100
- FEMA IS-102
- FEMA IS-660
- FEMA IS-700
- OSHA 30
- OSHA 132
- OSHA 196
- OSHA- Occupational Safety and Health Trainer
- HAZWOPER 40-Hour
- FDOT- TTC Advanced
- NATMI/UC- Managing Motor Fleet Safety Programs

PROFILE

Mr. Barfield joined our team in 2016 following successful employment with a heavy highway construction firm. With extensive experience in civil construction, he has developed a strong background in occupational safety, risk management, and regulatory compliance.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Tornado, Alabama	2023
Hurricane Ian, Florida	2022
Derecho, Iowa	2022
Tornado, Alabama & Georgia	2022
Tornado, Kentucky	2022
Winter Storm, Oregon	2021
Hurricane Ida, Louisiana	2021
Derecho, Iowa	2021
Flooding, Texas	2021
Ice Storm, Kentucky	2021
Ice Storm, Texas	2021
Additional Disaster Events	2008-2020

EDUCATION

Associate of Science, Occupational Safety and Health
Columbia Southern University, Orange Beach AL 2022-2024

STEVEN VINYARD

PROJECT MANAGER

CONTACT

512-619-1087

steven@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-035
- FEMA IS-037
- FEMA IS-317
- FEMA IS-321
- USACE- Construction Quality Management
- FLDOT- TTC Advanced Course
- Level 1 Antiterrorism Awareness Training
- CPR Certified

PROFILE

Mr. Vineyard is dedicated to delivering exceptional service and expertise. His extensive knowledge of FEMA guidelines allows him to expertly navigate the eligibility requirements for right-of-way debris removal, hazardous tree management, and waterway debris clearance. Additionally, he specializes in all aspects of debris management sites, including site selection, permitting, setup, and remediation.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Tennessee	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Texas	2021
Hurricane Ida, Louisiana	2021
Hurricane Laura, Louisiana	2020
Hurricane Dorian, North Carolina	2020
Hurricane Michael, Florida	2019
Hurricane Florence, North Carolina	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Texas	2015

KEVIN ROLISON

PROJECT MANAGER

CONTACT

512-944-8766

kevin@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-020
- FEMA IS-035
- FEMA IS-230
- FEMA IS-632
- FEMA IS-633
- USACE- 30 Hour Construction Safety
- FLDOT- TTC Advanced Course
- Level 1 Antiterrorism Awareness Training
- DOT 101- Safety Compliance
- Project Management Workshop
- Registered Flagger
- 60/60 DOT Supervisor Training

PROFILE

Mr. Rolison has been an integral part of our management team since 2002. He has deployed to more than 100 emergency debris removal projects nationwide for local, state, and federal government agencies. His leadership is proven to be among the best in the industry.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2002-2014

MIKE MEJIA

SERVICE MANAGER

CONTACT

512-688-9797

mike@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

PERFORMANCE SKILLS

- Equipment Repair & Maintenance
- Fabrication
- Fleet Management
- Inventory & Logistics Coordination
- Regulatory Compliance
- Safety Leadership
- Scheduling

PROFILE

Since joining TFR in 2008 after Hurricane Ike, Mr. Mejia has been instrumental in maintaining the company's specialized fleet. With 17 years of experience in equipment repair and maintenance, he ensures minimal downtime by fabricating custom parts and leading on-site and in-house maintenance operations. Mike manages inventory, schedules repairs, and upholds strict safety standards, achieving zero injuries or incidents in the last five years.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida	2024
Hurricane Helene, Georgia	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather, Kansas	2023
Tornado, Kentucky	2023
Tornado, Arkansas	2023
Ice Storm, Texas	2023
Hurricane Ian, Florida	2022
Ice storm, Kentucky	2021
Hurricane Laura, Louisiana	2020
Hurricane Isaias, Texas	2020
Hurricane Dorian, North Carolina	2019
Hurricane Florence	2018
Floods, Texas	2018
Hurricane Irma, Florida	2017
Hurricane Harvey, Texas	2017
Hurricane Matthew, Florida	2016
Floods, Louisiana	2016
Floods, Texas	2015
Ice Storm, Oklahoma	2015
Severe Weather, Texas	2015
Ice Storm, Tennessee	2015
Additional Disaster Events	2008-2014

JACK ANDERSON

GOVERNMENT RELATIONS AND BUSINESS DEVELOPMENT

CONTACT

407-760-0758

jack@tfrinc.com

601 Leander Drive,
Leander, TX

www.tfrinc.com

CERTIFICATIONS

- FEMA IS-5.a, 8, 10, 11, 15,18, 19, 20, 21, 26, 27, 29, 35, 37, 42, 45, 64, 66, 75, 100, 102, 107, 111, 120.c, 144, 156, 200, 201, 212, 230, 235, 238, 240, 241, 242, 244, 245.c, 247.c, 253, 271, 279, 288.a, 289, 293, 302, 315, 317, 322, 323, 324, 325, 326, 395, 403, 559, 632, 633, 650, 660, 815, 904, 906, 907, 908, 909, 913, 914, 915, 916, 1004, 1150, 1300.a, 2200, 2900, and 2901
- AWR-341, 349, 358 dL, 903, 911, 912, 913-W, 914-W, 915-W, 916-W, 922 W, 928-W, 929, 938-W, 942-W, 943-W, and 947-W
- PER-931-W
- JS-US007 - Level 1 Antiterrorism Awareness Training
- CPR/AED/First-Aid Certification

PROFILE

Mr. Anderson brings extensive experience in government affairs and public policy, having served in key roles within state government, including as a public affairs officer, a legislative aide in the Florida House of Representatives, and most recently as Chief of Staff to a Florida state Senator. His deep understanding of legislative, regulatory, and political processes within the emergency management industry allows him to effectively navigate complex governmental frameworks. Mr. Anderson's ability to cultivate strong, collaborative relationships with government entities further enhances TFR's capacity to deliver streamlined, compliant, and effective disaster response solutions.

DISASTER EXPERIENCE

Flooding, Texas	2025
Hurricane Helene, Florida & Georgia	2024
Hurricane Milton, Florida	2024
Severe Weather Event, Texas	2024
Hurricane Beryl, Texas	2024
Hurricane Idalia, Florida	2023
Severe Weather Event, Kansas & Kentucky	2023
Tornado, Tennessee	2023
Tornado, Arkansas	2023
Ice Storm, Oklahoma & Texas	2023
Hurricane Ian, Florida	2022
Hurricane Eta, Florida	2020
Hurricane Laura, Florida	2020
Hurricane Dorian, Florida	2019

EDUCATION

Bachelor of Science in Psychology
University of Alabama, Tuscaloosa, AL 2013-2017

Training Certifications

TFR's disaster response team is composed of highly trained professionals with a diverse range of skills and industry-recognized certifications. Our team holds National Incident Management System (NIMS) certifications**,** ensuring seamless coordination with federal, state, and local emergency management agencies during disaster response operations. We prioritize safety **with** Occupational Safety and Health Administration (OSHA) certifications**,** equipping our personnel with the knowledge to maintain strict safety protocols in hazardous environments. Additionally, our team includes experts in Quality Control and Environmental Compliance**,** ensuring all debris removal and management activities adhere to federal, state, and local regulations. These certifications, combined with years of hands-on experience, allow TFR to provide efficient, compliant, and high-quality disaster recovery services.

Course ID	Description	Course ID	Description
IS-00001	Emergency Manager	IS-00200.C	Basic Incident Command System
IS-00005	Intro to Hazardous Materials	IS-00201	Forms for Incident Action Plan
IS-00010	Animals in Disaster	IS-00212	Introduction to Unified Hazard Mitigation
IS-00011	Animals in Disaster	IS-00215	Unified Federal Review Advisor Training
IS-00015	Contingency Planning for Public Safety	IS-00216	Overview of the Unified Federal Review
IS-0018	EEO Employee Course	IS-00230	Fundamentals of Emergency Mgmt.
IS-0019	EEO Supervisor	IS-00235	Emergency Planning
IS-00020	Diversity Awareness	IS-00240	Leadership and Influence
IS-00021	Civil Rights & FEMA Assistance	IS-00241	Decision Making and Problem-Solving
IS-0027	Orientation to FEMA Logistics	IS-00242	Effective Communication
IS-00029	Public Information Officer Awareness	IS-00244	Developing and Managing Volunteers
IS-0030	Mitigation E-Grants for the Subgrant	IS-00245	Federal Priorities and Allocations
IS-00035	FEMA Safety Orientation	IS-00253	Overview of FEMA Environmental/Historical
IS-00037	Managerial Safety & Health	IS-00271	Hazardous Weather & Community Risk
IS-0042	Social Media in Emergency Management	IS-00279	Flood-Prone Residential Buildings
IS-0045	Continuous Improvement (CI) Overview	IS-00289	Voluntary Agency Liaison
IS-0060	(GEOCONOPS) for Planners	IS-00293	Mission Assignment Overview
IS-00061	Geospatial Concept of Operations	IS-00302	Emergency Radiological Response
IS-0062	(GEOCONOPS) In Use	IS-00315	Incident Command System
IS-0063	Geospatial Information Infrastructure	IS-00317	Intro to CERT
IS-0064	DHS Common Operating Picture	IS-00321	Hurricane Mitigation Basics
IS-0066	Space Weather Events	IS-00322	Flood Mitigation Basics
IS-0075	Military Resources in Emergency	IS-00323	Earthquake Mitigation Basics
IS-00100	Incident Command System	IS-00324	Community Hurricane Preparedness
IS-00101	Preparing for Disaster Operations	IS-00325	Earthquake Basic Science Risk
IS-00102	Preparing for Disaster Operations	IS-00326	Community Tsunami Preparedness
IS-00103	Geospatial Information Systems	IS-00559	Local Damage Assessment
IS-00107	FEMA Travel Rules and Regulations	IS-00632	Intro to Debris Operations
IS-00120	An Introduction to Exercises	IS-00633	Debris Management

Course ID	Description	Course ID	Description
IS-00130	How to be an Exercise Evaluator	IS-00650	Building Partnerships with Tribal
IS-00144	TERT Basic Course	IS-00660	Intro to Public-Private Partnerships
IS-00156	Building Design for Homeland Security	IS-00700	Intro to National Response Partners
IS-00158	Hazard Mitigation Flood Insurance	IS-00700.B	Introduction to the NIMS
IS-00162	Hazard Mitigation Floodplain Mgmt.	IS-00703	NIMS Resource Management
IS-00200	Single Resources & Initial Action	IS-00706	NIMS Mutual Aid
IS-00727	Floodplain Management	Fred Prior	Project Mgmt. Workshop
IS-00772	IA Preliminary Damage	JKO	Antiterrorism Awareness Training
IS-00800	National Response Framework	NATMI	Motor Fleet Safety Basics
IS-00815	A-B-C of Temporary Power	NATMI	Managing Motor Fleet Safety
IS-00904	Active Shooter Prevention	Online	Registered Flagger
IS-00905	Responding to an Active Shooter	OSHA	30-Hour HAZWOPER
IS-00906	Basic Workplace Security	OSHA	30-Hour General Safety & Health
IS-00907	Active Shooter	OSHA	30-Hour Outreach
IS-00908	Emergency Mgmt. for Senior Officials	OSHA	40-Hour HAZWOPER
IS-00909	Community Preparedness	OSHA	Construction Industry Trainers
IS-00913	Critical Infrastructure Security	OSHA	Construction Safety
IS-00915	Protecting Critical Infrastructure	OSHA	Construction Safety Manager
IS-00916	Theft and Diversion	OSHA	Construction Safety Professional
IS-01000	Public Assistance Program	OSHA	Construction Safety Specialist
IS-01001	Delivery Model Orientation	OSHA	Occupations Safety
IS-1004	FEMA Site Inspection Process	OSHA	Occupational Safety
IS-1013	Costing	OSHA	Occupational Safety Manager
IS-1150	Human Trafficking	OSHA	Occupational Safety Professional
IS-2200	Basic Emergency Operations Center	OSHA	Occupational Safety Specialist
ATEM	CPR, AED, & First Aid	OSHA	Occupational Safety Supervisor
ATSSA	Certified Flagger	OSHA	Occupational Safety Trainer
DOT 101	Safety Compliance Training	OSHA	OSHA Standards
DOT 60/60	Supervisor Training	OSHA	Safety Committee Chair
DOT Compliance	Overview and Audit Survival	OSHA	Safety Committee Member
DOT Compliance	Driver Qualification	Texas Mutual	Award of Safety Excellence
DOT Compliance	Supervisor Drug & Alcohol Training	TS10	Debris Management
DOT Compliance	Maintenance Management Workshop	TS12	Evaluating Debris Management RFP's
DOT Compliance	Accident Reporting	USACE	Construction Safety
DOT Compliance	Hours of Service	USACE	Debris Level Two

Course ID	Description	Course ID	Description
DOT Compliance	Required Safety Management	USACE	Quality Management
FEMA	Debris Management Planning	USACE	Safety Level Two
FLDOT	Maintenance of Traffic Advanced		
FLDOT	Temporary Traffic Control		

General Contractor license in the following states:

Alabama
Arkansas
California
Florida
Louisiana
Mississippi
Tennessee

Subcontractor Approach

TFR Enterprises, Inc. maintains a current, constantly updated database of subcontractors by location, classification, equipment resources, and capability. The working relationship with this reservoir of close-knit subcontractors has been so successful that most of them, following a disaster event, will not offer their services to, or accept an offer from, another contractor until first consulting with TFR's management personnel as to their subcontracting needs. A network of communication and contact of these subcontractors in the event of a disaster has been divided among the TFR management team in advance, which has enabled the company to contact, activate, and mobilize as many as 630 pieces of equipment in 30 days, as the company did following Hurricane Laura in 2020. These subcontractors are considered as much a part of the disaster response team as are the full-time employees of TFR.

Local and Disadvantaged Business Subcontracting

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent that they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery.

During the past three (3) decades, TFR has actively promoted the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), and Veteran-Owned Business Enterprises (VBE) in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long-time small business-enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner Tipton Rowland considers this sector of the industry to be a vital and reliable source of debris management resources, recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of SBEs' and DBEs' plans and goals by the project.

Proposed Major Subcontractor

Timberline Trading Inc. Disaster Recovery Division	• 36 years of proven disaster debris removal and management experience • Over 200 units of company-owned specialized equipment, including knuckle boom trucks, heavy haulers, dump trucks, bunkhouses, airboats, barges, skid steers, dozers, excavators, loaders, skidders, and tree cutters. • Owner and key employees are certified in tree removal/chainsaw management by the Missouri Forestry Department • Partnered on more than 50 projects with TFR over the last 20 years.	**Recent Projects Completed with TFR:** • Madison County, FL • Jacksonville, AR • City of Cedar Park, TX • Hancock County, MS • City of Choctaw, OK • City of Enid, OK • City of Blanchard, OK • City of Norman, OK • City of Citronelle, AL • Alabama DOT, Dallas County • City of Robertsdale, AL • Rapides Parish, LA

Timberline Trading is a leading subcontractor in the disaster debris removal industry. Thirty-six years of experience have allowed the team at Timberline to master the skills and FEMA knowledge necessary to

complete any size debris mission. Timberline's tenured management team gives them the added ability to manage a wide range of disaster response services. With more than 200 pieces of specialty equipment, Timberline can respond immediately to all emergencies. Company-owned bunkhouses and generators allow Team Timberline to respond to devastated areas where housing or electricity is not available. Timberline has been a major subcontractor for TFR since 1995.

Proposed Major DBE Subcontractor

LYELLCO

- **Women-Owned Business (WBE)**
- Incorporated in 2013
- Principles hold Florida & California Contractors License
- Owners and Principals have more than 25 years of combined experience in Disaster Response, Debris Removal, and Hazardous Tree Removal Services
- Partnered on 7 projects with TFR over the last 8 years.

Recent Projects Completed with TFR:

- Suwannee County, FL
- Hardin County, TN
- City of Leader, TX
- FDEP- Highland Hammock State Park
- Kentucky Transportation Cabinet, KY
- Oklahoma City Parks, OK
- City of Corpus Christi, TX
- Texas DOT, Montague County
- Louisiana DOT, Cameron Parish
- Tyndall Air Force Base, FL

Lyellco, Inc. is a family-owned tree trimming and disaster response company incorporated in 2013 as a small woman-owned business. Lyellco owns 27 pieces of equipment and has performed more than 20 federal and state contracts nationwide, responding to hurricanes, tornadoes, ice storms, floods, and more. Lyellco strives for the safety of its employees and the communities affected and operates according to FEMA rules and regulations.

The following list is just a few of our available DBE Partners:

DBE Partners	State	Type	Services
Ayleen Trash Hauling Services, Inc.	FL	SBE/MBE	Hauling Services, Hazardous Tree Removal
CSA Land Clearing	FL	DBE	Site Management
Florida Developers of Tallahassee	FL	DBE	Site Management
Gulf Coast Environmental Contractors	FL	WBE	Hazardous Tree Removal
Payne's Environmental Services, LLC	FL	MBE/VBE	Hazardous Tree Removal
Prism Lighting Services	FL	SBE	Temporary Lighting
YG Construction, Inc.	FL	MBE	Temporary Fencing
Cabildo Services	LA	DBE	Temporary Staffing
Disaster Recovery Group and Tree, Inc.	NC	DBE	Hauling Services, Hazardous Tree Removal
Action-Roll Offs, Inc.	TX	DBE	Hauling Services
Eggemeyer Land Clearing, LLC	TX	DBE	Hauling Services, Site Management
Highway Barricades and Services, Inc.	TX	DBE	Safety Supplies
Lyellco	TX	WBE	Hauling Services, Hazardous Tree Removal

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Letter of Commitment/Timely Payments

Please accept this letter as our interest to assist TFR Enterprises, Inc. by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Timberline has worked for TFR Enterprises Inc. since 1996 and **has always been paid on time.**

Timberline's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract, to include:

- Vegetative Debris Removal
- C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Timberline Trading, Inc
Michael Dotson
PO BOX 643
Lathrop, MO 64429
FEIN: 43-1695748

I, Michael Dotson, am authorized to sign for and legally bind Timberline Trading, Inc., and have full authority to commit any of our company's resources necessary to successfully fulfill this contract. Should you need additional information, please contact me at (816) 564-1761.

Sincerely,

Michael Dotson

Michael Dotson
Owner/CEO

LYELLCO

www.lyellco.com
sharon@lyellco.com
Office (512)576-3000

TFR Enterprises, Inc
Tipton F. Rowland
601 Leander Drive
Leander, Texas 78641

Re: Subcontractor Letter of Commitment

Dear Mr. Rowland,

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Lyellco's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Hazardous Tree Removal

Company Information:
Lyellco, Inc
Levi Lyell
7503 White Oak
Lago Vista, Texas 78645
FEIN: 463383578
Woman-Owned Small Business

Levi Lyell is authorized to sign for and legally bind Lyellco Inc. and has the full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (512) 698-9812.

Sincerely,

Levi Lyell
Vice President

Additional Subcontractors

The following is a list of potential subcontractors and service providers TFR Enterprises, Inc. may utilize if activated. This list is not exhaustive, and resources may be added or substituted if needed. TFR offers preference to qualified local subcontractors, including local DBE subcontractors, who have the necessary equipment and experience to meet the project requirements.

Company Name	State	DBE
Black Services, Inc.	Alabama	
Chad Ward Inc.	Alabama	
Global Rental Co. Inc.	Alabama	
HAL Construction LLC	Alabama	
Hall's Tree Service	Alabama	
Hunter Fuzzell	Alabama	
Moore Lawn & Landscape	Alabama	
Oak Hill Construction, LLC	Alabama	
Southeastern Logistics, LLC	Alabama	
Ward Land & Timber, LLC	Alabama	
Z & H Enterprises, LLC	Alabama	
A & A Trucking LLC	Arizona	
Sunstate Equipment Co	Arizona	
Carter Global	Arkansas	
Conway Enterprises	Arkansas	
John L Weaver	Arkansas	
Labor Finders	Arkansas	
McFadin Global Construction, Inc.	Arkansas	
Moores Dozer Service	Arkansas	
Troy Brown	Arkansas	
Chriso Tree Trimming	California	
Core Tree Care	California	
D & E Construction Inc.	California	
FGL Environmental	California	
Granite Construction Inc	California	
Inland Empire Equipment	California	
Myers Tire Supply	California	
Palomar Mountain Premium Spring Water	California	
Silverstrand Construction	California	
Triton Transport Ltd.	California	
Front Range Landfill	Colorado	
Jim's Pride Landscaping & Maintenance	Colorado	
Larimer Solid Waste	Colorado	
Lenahan Land Clearing & Grinding	Connecticut	
A Soto Southern Ag Inc	Florida	

Absolute Asphalt Services Inc	Florida	
Acme Barricades	Florida	
AES Portable Sanitation	Florida	
AM Environmental	Florida	
Anderson Rentals Inc.	Florida	
Aqua Control Tech	Florida	
Arrow Service & Towing	Florida	
Arthur Auville	Florida	
Atlantic Coast Transport, LLC	Florida	
Aucilla Area Solid Waste	Florida	
Ayleen Trash Hauling Service	Florida	Yes
Backstrom Trucking	Florida	
Better Barricades	Florida	
BG Katz Nurseries, LLC	Florida	
Branching Out	Florida	
Coffin Marine	Florida	
CSA Land Clearing	Florida	Yes
Dawnell Ayres	Florida	
DeFord's Fuel & Oil, Inc	Florida	
Downrite Engineering Corp.	Florida	
Dyna Trucking	Florida	
East Coast Site Works	Florida	
Edgewater Recycling	Florida	
Emergency Standby Power LLC	Florida	
Evergreen Tree Service	Florida	
Fast Track Logistics	Florida	
Flagler Construction Equipment	Florida	
Florida Developers of Tallahassee	Florida	Yes
Florida Equipment Service and Repair Inc	Florida	
Florida Paving & Trucking Service	Florida	
Fort Lauderdale Ice	Florida	
G Hemphill Tree Service	Florida	
Gallegos Trucking Inc.	Florida	
Gaston TDR	Florida	
Gill Sikes	Florida	
Green's Tree & Landscape	Florida	
Grinder Wear Parts, Inc.	Florida	
Gulf Coast Environmental Contractors, Inc.	Florida	Yes
Hamilton County Landfill	Florida	
Haulin Dixon	Florida	
Kessler Hauling Inc.	Florida	

Knight Jon Boy	Florida	
Landscape Service Professionals	Florida	
Lank Oil	Florida	
Lee County Solid Waste	Florida	
Leon County Solid Waste	Florida	
Lopez Trucking Inc	Florida	
Lucas Garage & Trucking	Florida	
Macias & Sons	Florida	
Macias Landscape Inc. dba Miguel Macias Landscape	Florida	
Miami-Dade County Dept of Solid Waste	Florida	
Morgan Marine Salvage & Recovery, LLC	Florida	
National Waste Management, Inc	Florida	
Nicolas Macias	Florida	
North Oak Recycling	Florida	
Payne's Environmental Services, LLC	Florida	Yes
Pine Island Group, LLC	Florida	
Prism Lighting Services	Florida	Yes
Putnam County Central Landfill	Florida	
Rainey Cawthon Distributor	Florida	
RIO Harvesting	Florida	
Rio Indio, LLC	Florida	
Ron's Trucking & Equipment	Florida	
S & B Machine, LLC	Florida	
Sampson Tree Service	Florida	
Samsula Waste Inc	Florida	
Seminole County Solid Waste MgmtA	Florida	
Spinning Crane Works	Florida	
T-Roy & Sons, Inc.	Florida	
Tate Transport Corporations	Florida	
Texas Aquatic Harvesting	Florida	
USA Services	Florida	
Yahl Mulching & Recycling	Florida	
YG Construction	Florida	Yes
ZZ Truck Inc	Florida	
All Star Mobile RV	Georgia	
Bobcat of Orlando	Georgia	
Bolgers Tree Service	Georgia	
Brian Brinson dba Brinson Tree & Stump	Georgia	
Brown's Tree and Logging Service	Georgia	
Casey Tree Experts	Georgia	
Colonial Fuel and Lubricant Services, Inc.	Georgia	

HeavyQuip	Georgia	
Horner Services, LLC	Georgia	
Jaguar Tree Service	Georgia	
KDF Enterprises, LLC	Georgia	
Kelly Services, Inc.	Georgia	
Kelly's Clearing & Grinding	Georgia	
Neff Rental	Georgia	
Parkway Tire and Service	Georgia	
Southeastern Modular Construction	Georgia	
Sunbelt Rentals	Georgia	
Synergy Rents LLC	Georgia	
Terry Bucks Contracting, LLC	Georgia	
TRC Staffing Services	Georgia	
Waste Management - Florida	Georgia	
Diamond Z Manufacturing	Idaho	
DZ Grinders LLC AKA Diamond Z	Idaho	
Rule Steel Tanks, Inc	Idaho	
A-1 Tree Care	Illinois	
JJ Keller	Illinois	
JT"s Tree Service	Illinois	
Southwest OKC Landfill	Illinois	
Richards Tree Service	Illinois	Yes
Buchanan Hauling & Rigging, Inc.	Indiana	
K & K Dirt Works	Indiana	Yes
Pac Van, Inc.	Indiana	
Poseidon Barge	Indiana	
Richard Clemons dba Clemons Tree Service	Indiana	
Blue Beacon	Kansas	
Custom Tree Care Inc	Kansas	
Freightquote.com	Kansas	
Kansas City Tree Care LLC	Kansas	
Lakeside Tree Service	Kansas	
Reno Truck & Tractor	Kansas	
Team DriveAway	Kansas	
United Disaster Response, LLC	Kansas	
Douglas Keeton	Kentucky	
Mr. Pressure	Kentucky	
Oakland Farms Trucking	Kentucky	
Aqua Tech	Louisiana	
Brooks Industrial	Louisiana	
Cabildo Services	Louisiana	Yes

Coastal Heavy Haulers	Louisiana	
Coastland Trucking, LLC	Louisiana	
Complete Staffing	Louisiana	
G & M Rentals	Louisiana	
Gator Environmental Waste Solutions, LLC	Louisiana	
Gills Crane Service	Louisiana	
Gordon's Disposal, LLC	Louisiana	
Gordon's Landfill, LLC	Louisiana	
Greenpoint, Inc	Louisiana	
H & E Equipment Services	Louisiana	
Leaf Services, LLC	Louisiana	
Michael Munna	Louisiana	
Northshore Tree & Bucket Truck	Louisiana	
Pearl River Navigation	Louisiana	
Pipeworks Plumbing / Demolition	Louisiana	
PMI Resource Inc	Louisiana	
Traffic Control Products of Louisiana	Louisiana	
Wilco Marsh Muggies, Inc	Louisiana	
Wishams Hauling	Louisiana	
J Carlson Trucking	Michigan	
Fastenal	Minnesota	
Davy Busby dba Famco	Mississippi	
Forrester & Associates	Mississippi	
Lonnie Roberts II dba Lil Al's Tree	Mississippi	
PK Diesel	Mississippi	
Ruiz Contracting Solutions, LLC	Mississippi	
TLW Inc	Mississippi	
Atlas Tree Care, LLC	Missouri	
Crooked River	Missouri	
Custom Truck One Source	Missouri	
Dotson & Sons Logging	Missouri	
Double D Disaster Relief LLC	Missouri	
Gary Long	Missouri	
Grainger	Missouri	
Hampel Oil	Missouri	
Ozark Machinery Company	Missouri	
Timberline Trading Inc	Missouri	
Titan Machinery, LLC	Missouri	
Tri Rivers Logging Inc.	Missouri	
Turbo Supply	Missouri	
R & L Transport	New Jersey	

Ricelli Enterprises, Inc.	New York	
Scott Macon Equipment Rental	New York	
Ascendum Machinery, Inc.	North Carolina	
Berico Fuels, Inc.	North Carolina	
Bobcat of New Bern	North Carolina	
Carolina Tree Debris, Inc.	North Carolina	
Columbus County Landfill	North Carolina	
Couch Oil Company	North Carolina	
Disaster Recover Group & Tree	North Carolina	Yes
East Coast Disaster Recovery	North Carolina	
Graham County Land Company	North Carolina	
Premier Staffing Solutions	North Carolina	
Slickrock Development, LLC	North Carolina	
Soundside Recycling	North Carolina	
Stafford Debris Removal	North Carolina	
TSI Disaster	North Carolina	
RDO Equipment Co	North Dakota	
Bruce Sloan Tire Service	Oklahoma	
Butler Brothers Sand & Gravel	Oklahoma	
Express Employment Professionals	Oklahoma	
Kirby-Smith Machinery, Inc.	Oklahoma	
Kudron Trucking	Oklahoma	
Mosely Welding	Oklahoma	
Norman Tree Service	Oklahoma	
Quality Towing Service	Oklahoma	
Sprague's Backhoe	Oklahoma	
Tree Dr., LLC	Oklahoma	
Eagle Rock Freight	Oregon	
Blake Marine Group	Pennsylvania	
Davidson Trucking	Pennsylvania	
Antilles Power Depot, Inc	Puerto Rico	
Garden Max and Power Equipment	Puerto Rico	
Green Group, Inc.	Puerto Rico	
RZ Contractors, Inc	Puerto Rico	
Buddin Construction	South Carolina	
Comeback Rentals	South Carolina	
Creative Fence Concepts	South Carolina	
DTS Inc.	South Carolina	
Ferrell Construction	South Carolina	
State Tree Service, LLC	South Carolina	
Willis Recovery LLC	South Carolina	

Dysart Trucking	South Dakota	
Hodkinson Construction	South Dakota	
Jacobsen Tree Experts	South Dakota	
John Nelson Trucking	South Dakota	
Lacey Rentals	South Dakota	
Robert Bungert	South Dakota	
4 Corners Truck Service	Tennessee	
DeLoy Brown Petroleum LLC	Tennessee	
Industrial Rubber	Tennessee	
Isis Tree	Tennessee	
Robinson Tree Service, Inc.	Tennessee	
Southeast Mowing, LLC	Tennessee	
Stowers Machinery Corp	Tennessee	
Yardworks, Inc.	Tennessee	
1st Fire Safety	Texas	
3TM Transport LLC	Texas	
A & W Water Well Service	Texas	
A Line Auto Parts	Texas	
A-1 Tire & Service	Texas	
Aaron Johnson	Texas	
ABC Erosion Control, Inc	Texas	Yes
Absolute Diesel	Texas	
Action Propane	Texas	
Action Roll-Offs, Inc	Texas	Yes
Adobe Machinery Services, LLC	Texas	
Advanced Flame Cutting & Steel, Inc.	Texas	
Airgas - Mid South	Texas	
Alamo Welding Supply Co., Inc.	Texas	
All Star Land Surveying	Texas	
Art's Truck & Equipment	Texas	
Aspen Tree Service	Texas	
Austin Brake & Clutch Supply, Inc.	Texas	
Bane Machinery Houston, LP	Texas	
BFI Colonial Landfill	Texas	
Big Bird Tree Service	Texas	
Binswanger Glass	Texas	
Black Rose Steel & Trading	Texas	Yes
Blue Beacon Truck Wash	Texas	
Blue Ridge Landfill Texas LP	Texas	
BlueLine Rental	Texas	
Bobcat Quality Equipment	Texas	

Burkett Construction	Texas	
C.J. Express, Inc.	Texas	
Capitol Auto Parts	Texas	
Capitol Bearing Service	Texas	
Capitol Hydraulics	Texas	
Cedar Park Wrecker & Recovery Service	Texas	
Charles Gamelin	Texas	
Chrome Enterprises	Texas	
Complete Environmental Product	Texas	
Crocker Crane Rentals	Texas	
Dennis Sissell	Texas	
Diesel Specialists	Texas	
Diesel Tech Services, Inc	Texas	
Diversified Machining Inc	Texas	
Double Diamond Heavy Haul	Texas	
Dusty Berryhill	Texas	
DVT Freightways	Texas	Yes
Earthco Landscape Construction	Texas	Yes
Eggemeyer Land Clearing, LLC	Texas	Yes
Environmental Allies	Texas	
Equipment and Diesel Techs	Texas	
Fabcon Products, Inc.	Texas	
Fleetcard, Inc	Texas	
Flex Supply	Texas	
Francisco Perez	Texas	
Franks Nursery	Texas	
Freightliner of Austin	Texas	
Fresno Fence	Texas	
GAC Equipment, LLC	Texas	
Golden Triangle Landfill	Texas	
Greenseen	Texas	
Green Planet, Inc.	Texas	Yes
Gulley-Hurst Landfill	Texas	
H2eco Bulk Water	Texas	
Herc Rentals Inc	Texas	
Hertz Equipment Rental	Texas	
Hi-Line	Texas	
Highway Barricades and Services, Inc.	Texas	Yes
Holt Cat	Texas	
Holtsy/ Carlson Equipment Co.	Texas	
Houston Bearing	Texas	

Hudgins Co.	Texas	
Hydraulic Specialists, Inc	Texas	
Hydraulics of Texas	Texas	
Iron Horse	Texas	
ISNetwork	Texas	
JTB Demolition Services	Texas	
Just Hydraulics & Mechanics	Texas	
Kenneth Caplan	Texas	
King Jehu Trucking, Inc	Texas	
Labor Ready	Texas	
Lampasas Trucking	Texas	
Land and Sea Services	Texas	
Liberty Hill Truck Service	Texas	
Llano River Fence	Texas	Yes
Longhorn INT Truck	Texas	
Lyellco, Inc	Texas	Yes
Matoka, Inc	Texas	
Mayo Mulch, Sand, and Gravel, Inc.	Texas	
McLaughlin Transport, LLC	Texas	
Mike Berryhill	Texas	
Mimbres Tree & Debris	Texas	
Monge Trucking	Texas	
Motion Industries	Texas	
Mustang Cat	Texas	
Mustang Rental	Texas	
Naegli Transportation	Texas	
Novus Wood Group	Texas	
Onsite Diesel	Texas	
Pacesetter Personnel Services	Texas	
Peninsula Marine	Texas	
PeopleReady Florida, Inc.	Texas	
Port Lavaca Plumbing	Texas	
Precision Tracking Solutions	Texas	
Precision Truck & Trailer	Texas	
Pro Glass	Texas	
R & R Tire Service	Texas	
R & S Tractor & Dump Truck Service	Texas	
RAM Products LTD	Texas	
Red River Equipment	Texas	
Redwine Enterprises, Inc.	Texas	Yes
Regional Traffic Services	Texas	

Reid Services	Texas	
Rene Bates Auctioneers, Inc.	Texas	
River City Hose and Supply, Inc.	Texas	
Rock Plus	Texas	
Romco Equipment Company	Texas	
RSC Equipment Rental	Texas	
Rush Truck Center	Texas	
Southern Tire Mart	Texas	
Spartan Divers	Texas	
Sprint - Fort Bend County Landfill	Texas	
Stewart & Stevenson	Texas	
Suncoast	Texas	
Sundance Fuels	Texas	
TDH Transport	Texas	Yes
Texas Disposal System	Texas	
Texas Hydraulics	Texas	
Texas Outhouse	Texas	
Texas Welding Supply Co.	Texas	
Three-B's Stump Removal	Texas	
Tire & Truck Masters	Texas	
Titan Sandblasting & Coating	Texas	
TNK Services	Texas	Yes
Tucker Oil Co.	Texas	
United Rentals	Texas	
United Site Services of Florida Inc.	Texas	
Vanguard Truck	Texas	
Vermeer Equipment	Texas	
Walt Pene Trucking	Texas	
Waste Connections Seabreeze	Texas	
Waukesha-Pearce Industries, LLC	Texas	
WCA Waste Corporation	Texas	
Wingfoot Commercial Tire Systems LLC	Texas	
Off Duty Services	Texas	Yes
Flex Fleet Rental LLC	Utah	
Kitchen Corps, Inc	Virginia	Yes
Medek Tree Service	Virginia	Yes
Southern Transportation, LLC	Virginia	

Subcontractor Registration

Subcontractors interested in doing business with TFR can register at www.tfrinc.com.

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Subcontractor Registration

Ready. React. Respond. Recover.

If you are interested in becoming a subcontractor with TFR Inc., please complete the form below. Someone will contact you shortly.

Company Name *

Federal Identification Number (EIN or SS#) *

For more information go to http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EIN

Dun & Bradstreet (DUNS) Number

ISNetworld # (if Applicable)

What is your Business Size and Classification? In comments please list Certifying Agency and corresponding number

- ☐ Large Business (LB)
- ☐ Small Business (SB)
- ☐ Small Disadvantaged Business (SDB)
- ☐ HUBZone Small Business
- ☐ 8a Designation
- ☐ Woman-Owned Small Business (WOSB)
- ☐ Veteran-Owned Small Business (VOSB)
- ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)

What services does your business provide?

- ☐ Emergency Road Clearance
- ☐ Debris Collection
- ☐ Site Management
- ☐ Debris Reduction
- ☐ Tree Trimming and Removal
- ☐ Hauling
- ☐ Permitted Solid Waste Facility
- ☐ Stumps
- ☐ Snow Removal
- ☐ Project Staffing
- ☐ Marine Debris Removal
- ☐ Sand Screening
- ☐ Recycling
- ☐ Household Hazardous Waste

What equipment is owned by your business? (not contracted equipment)

Commitment to Compliance

Business Ethics

TFR Enterprises is a family-owned and operated company that values its customers and employees as essential assets to its success. We are committed to conducting business with integrity and ensuring that our management treats customers and employees with the same respect and fairness that we expect in return.

As a family-owned business, TFR Enterprises upholds strict compliance with all applicable laws and regulations in every jurisdiction where we operate. We regard legal compliance as a fundamental responsibility and a key factor in maintaining the trust of our clients. Accordingly, we will not accept or bid on any project that would require us to operate outside the borders of local, state, or federal laws.

A commitment to quality management drives TFR Enterprises. Our success is built on delivering excellence in every project by implementing strong project management practices, maintaining a well-trained and skilled workforce, and conducting thorough analysis of project goals, objectives, and available resources. We will not engage in any project that does not align with our high standards of quality management.
We believe that continuous education and training are vital for maintaining excellence in our field. TFR Enterprises provides ongoing training and professional development opportunities for all employees to ensure they remain informed and skilled in their respective areas.

Ethical considerations guide all aspects of our business operations, including project selection and vendor partnerships. We rigorously follow established business practices to ensure that all projects adhere to our ethical, operational, and informational standards.

Operations Ethics

TFR Enterprises specializes in construction and site development projects for private sector clients. We are committed to delivering quality services by identifying and addressing both stated and implied client needs. Our operational strategies are tailored to exceed client expectations through robust quality management programs.

We also serve public sector clients at local, state, and federal levels, providing construction, debris management, and emergency response services. As a trusted government contractor, we recognize the importance of adhering to the procedural, operational, and documentation requirements set forth by public agencies. Our reputation is built on our success in delivering high-quality public sector projects. As a major contractor for federal agencies, including the Federal Emergency Management Agency (FEMA), TFR Enterprises strictly complies with all applicable FEMA regulations governing contractors, grantees, and subgrantees.

TFR Enterprises maintains a zero-tolerance policy for falsification of documentation or reporting on any contract, particularly publicly funded projects. Any employee or contractor found engaging in fraudulent activities will be terminated and reported to the appropriate legal and governmental authorities.

Environmental Ethics Statement

TFR Enterprises acknowledges the significant environmental impact of our operations and is committed to responsible environmental management. We approach every project with the same care and consideration that we would in our home community of Leander, Texas.

Given that many of our operations take place in locations where direct oversight by our clients is not feasible, we implement rigorous management systems to ensure our environmental practices consistently meet the highest standards of responsibility and compliance.

Environmental management is fundamental to our business success and sustainability. We hold all employees accountable for making decisions and taking actions that align with our environmental commitments.

To uphold workplace and environmental safety, TFR Enterprises provides employees with comprehensive training on potential hazards and best practices. Our management team is dedicated to maintaining industry-leading standards in environmental protection.

We aspire to be an industry leader in environmental compliance, management, and safety programs. Our commitment to continuous education ensures that our management and employees remain knowledgeable about evolving environmental regulations, fostering a culture of responsibility and compliance.

Quality Control

At TFR Enterprises, Inc., quality control is a fundamental component of our disaster recovery and debris management operations. We implement a rigorous quality assurance process to ensure that all work is performed efficiently, safely, and in full compliance with FEMA regulations and client requirements. Our experienced project managers oversee every phase of operations, from initial mobilization to final closeout, ensuring accuracy in documentation, adherence to contractual obligations, and transparency in reporting.

By utilizing GPS-tracked equipment, real-time monitoring, and strict verification procedures, TFR maintains the highest standards of service. We work closely with client representatives and monitoring firms to continuously evaluate performance, address any issues proactively, and guarantee that all debris removal, reduction, and disposal activities meet or exceed industry best practices. Our commitment to quality control ensures that projects are completed on time, within budget, and with the highest level of accountability.

Safety

At TFR Enterprises, Inc., safety is our top priority in every phase of disaster recovery and debris management. We are committed to maintaining the highest safety standards to protect our employees, subcontractors, clients, and the communities we serve. Our comprehensive safety program includes rigorous training, strict adherence to OSHA regulations, and the implementation of site-specific safety plans tailored to each project.

TFR enforces daily safety briefings, proper use of personal protective equipment (PPE), and ongoing hazard assessments to minimize risks in the field. Our experienced safety officers and project managers oversee all operations, ensuring compliance with industry's best practices and government regulations. By fostering a culture of safety, we not only reduce incidents but also enhance efficiency, productivity, and overall project success.

Drug-Free Workplace

TFR Enterprises Inc. maintains a strict Drug-Free Workplace Policy to ensure a safe, healthy, and productive work environment. The policy prohibits the use, possession, distribution, or influence of illegal drugs and alcohol while on duty, at job sites, or in company vehicles/equipment. Employees may be subject to pre-employment, random, post-accident, reasonable cause, and customer-required drug and alcohol screenings. Prescription medications that may impair job performance must be reported to a supervisor. Violations of the policy result in disciplinary action, including termination. TFR also offers an Employee Assistance Program (EAP), providing confidential support for employees seeking help with substance dependency before it affects their employment.

Equal Employment Opportunity

TFR Enterprises, Inc. provides equal employment opportunities without regard to race, color, sex, religion, national origin, age, or disability. TFR Enterprises, Inc. conforms with all applicable federal and state laws, rules, guidelines, and regulations, and provides equal employment opportunities in all employment and employee relations.

On-Site Training

TFR Enterprises, Inc. is committed to proactive emergency management through annual on-site training sessions and tabletop exercises designed to prepare clients for disaster response and recovery. Conducted in the months preceding hurricane season, these 4-5 hour sessions simulate real disaster scenarios, allowing local emergency management officials to familiarize themselves with debris management strategies, FEMA guidelines, and federal reimbursement processes. Training covers critical topics such as documentation best practices, scope of work justifications, project worksheet development, and proper record-keeping to ensure full FEMA reimbursement. Participants will gain the expertise to identify and pre-approve Debris Management Sites (DMS) and staging locations, ensuring rapid and efficient mobilization after a disaster. By customizing training to meet the specific needs of each client, TFR empowers local officials with the critical knowledge and tools required for an effective and well-coordinated disaster response and recovery process.

FEMA Reimbursement

TFR Enterprises, Inc. has extensive experience managing FEMA-funded disaster recovery projects, ensuring full compliance with federal regulations and reimbursement guidelines. With more than three decades in the industry, TFR has successfully executed more than 500 federally funded debris removal and recovery missions, assisting clients in securing maximum FEMA reimbursement. Our team is highly knowledgeable in FEMA's Public Assistance Program, including project worksheet development, proper documentation practices, and compliance with eligibility requirements. By leveraging our expertise, resources, and proven operational strategies, TFR helps communities recover quickly while navigating the complexities of FEMA reimbursement with accuracy and efficiency.

Documentation Procedures and Data Management
TFR Enterprises, Inc. utilizes a proprietary Disaster Debris Data Management System (DDD) to create, capture, manage, and retain all project information for stakeholders throughout each debris management operation. This disaster-specific system integrates documentation, processes, and reporting workflows to support accurate invoicing, timely subcontractor payments, and compliant client reimbursement. All procedures are aligned with FEMA documentation requirements and incorporate rigorous quality control measures with a goal of zero defects.

Material Tracking and Quantification
TFR employs three primary data collection tools to track and quantify debris:

1. **Truck Certification Forms**- Used at project initiation to certify and document the hauling capacity of each vehicle.
2. **Load Tickets**- Used to document and quantify right-of-way debris collection activities.
3. **Unit Tickets**-Used to document hazardous leaners and hangers, including tree and limb removal.

Truck Certification
Truck certification is conducted at the start of operations by the client or its contracted monitoring firm. Each hauling unit is measured in cubic yards and assigned a unique truck (placard) number. Information collected includes subcontractor details, vehicle registration, measured capacity, and proof of liability insurance.

This information is transferred to a placard affixed to each unit, identifying:

- Truck number
- Certified hauling capacity
- Contract name (Applicant/Client)

All certification forms, photographs of the units, and driver information are scanned and stored in the DDD system for verification and audit purposes.

Field Data Collection Methods
TFR supports two methods of field data collection:

Paper Ticketing
Handwritten load and unit tickets are completed by the client or monitoring personnel and scanned daily into the DDD system. Quality control checks are performed to validate entries and prevent duplication.

Automated Data Management Systems (ADMS)
ADMS utilizes handheld devices (smartphones or tablets) to capture real-time operational data, including GPS coordinates, timestamps, debris type, truck information, and photographs. This method reduces manual processing and improves accuracy and efficiency.

Load and Unit Ticket Data

Load Tickets include:

- Ticket number
- Date and time
- Material type
- Pickup location or GPS coordinates
- Contractor and driver information
- Truck number and certified capacity
- Load call percentage (if applicable)
- Quantity delivered (cubic yards or tons)
- Disposal location and landfill ticket number
- Monitor name and signature

Unit Tickets (Hazardous Leaners/Hangers) include:

- Tree, stump, or hanger quantity and diameter
- GPS coordinates
- Before-and-after photographic documentation

Load Verification
All debris loads are verified and "called" by tower monitors at debris management sites (DMS) or final disposal locations. Once validated and signed, tickets are closed and distributed to the driver, TFR Project Manager, and monitoring firm. This standardized process ensures proper reconciliation among all parties and maintains FEMA compliance.

Data Processing and Quality Control
All tickets are uploaded or scanned daily into the DDD system. Quality control procedures include:

- Verification of truck capacities against certification records
- Elimination of duplicate tickets
- Validation of ticket completeness and accuracy

Data is reconciled against subcontractor invoices to ensure consistency and approval within the system. Multiple units of measure are supported, including cubic yards, tons, "each," and time-based units (hours/days), depending on the debris type and activity performed.

Customer Invoicing
TFR generates invoices in accordance with contract requirements (weekly, bi-weekly, or monthly) using validated ticket data. Duplicate tickets and ineligible debris are excluded. Each invoice includes detailed Excel reports exported from the DDD system, providing full supporting documentation in compliance with FEMA and FHWA requirements.

Records are maintained in accordance with 2 C.F.R. §200.333–337, with TFR retaining documentation for a minimum of ten (10) years, exceeding federal requirements.

Subcontractor Data Management and Payments
TFR utilizes its data management system to reconcile subcontractor invoices. Subcontractors submit weekly invoices following the work period (typically Monday through Sunday unless otherwise specified). Invoices are reviewed and reconciled promptly, with discrepancies resolved before payment.

Payments are issued on the second Friday following the work week and are accompanied by a Partial Payment and Release. This release requires subcontractors to:

- Confirm all labor, materials, equipment, and taxes have been paid
- Release TFR, the Owner, and the Prime Contractor from claims to the extent of payment
- Waive lien rights accordingly
- Indemnify TFR and the client against future claims

Proven Experience
Over the past five years, TFR has processed more than $240 million in invoices and issued over $125 million in subcontractor payments across 500+ FEMA-reimbursed municipal debris management contracts. TFR's extensive experience, combined with its well-established data management and quality control procedures, ensures accurate documentation, successful reimbursement, and audit readiness.

Pre- and Post-Event Assistance

Pre-Event Support

- Assist in the development and updating of debris management plans
- Coordinate annual readiness and kickoff meetings
- Support identification and pre-approval of temporary debris management sites (TDMS) with appropriate regulatory agencies

Post-Event Support

- Conduct debris volume assessments
- Participate in kickoff and operational meetings
- Provide daily progress and operational reports
- Assist with public information and announcements
- Maintain continuous communication with the client
- Provide all necessary documentation to support FEMA reimbursement

Sample Haul Ticket

T.F.R. ENTERPRISES, INC.
601 Leander Drive
Leander, TX 78641

Ticket Number > 10001

CREW NO._____ _____,20_____
CONTRACT NUMBER_____
SUBCONTRACTOR NAME_____
TRUCK DRIVER NAME_____

QUANTITIES:

TRUCK NUMBER			MEASURED CAPACITY		CY
Est. % Full			Total CY Delivered		CY

LOAD CLASSIFICATION:

BURNABLE		MIXED	
NONBURNABLE - C & D		OTHER	

LOCATION

PICKUP ZONE/SECTION		DEBRIS DELIVERY SITE

	TIME	MONITOR SIGNATURE
LOADING SITE:		
DUMPING SITE:		

TRUCK DRIVER SIGNATURE_____

Comments:

_____
_____
_____

White-Dumpsite Monitor Green-Load Site Monitor
Canary, Pink, Gold – On-Site Contractor's Representative or Driver

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Government Entity _____

Contract No. _____

TRUCK MEASURE CERTIFICATE

Event: _____

TRUCK NO.	
TRUCK MEASURE	CUBIC YARDS

CONTRACTOR:

TFR ENTERPRISES, INC.

Date _____

Truck Description _____ Type: _____ Color: _____

License No. & State _____ VIN No. _____

Truck Owner _____

Subcontractor truck is working for _____

Truck Driver _____ Name: _____ Drivers License # & State _____

TRUCK BED MEASUREMENTS:

	Truck Bed Length		Truck Bed Width		Truck Bed Height		Total		Divided By		
IN INCHES		X		X		=		/	46,656	=	Cubic yards

OR

	Truck Bed Length		Truck Bed Width		Truck Bed Height		Total		Divided By		
IN FEET		X		X		=		/	27	=	Cubic yards

Notes or Exceptions: (I.e. descriptions, deductions for dog house, etc.) _____

Signed:

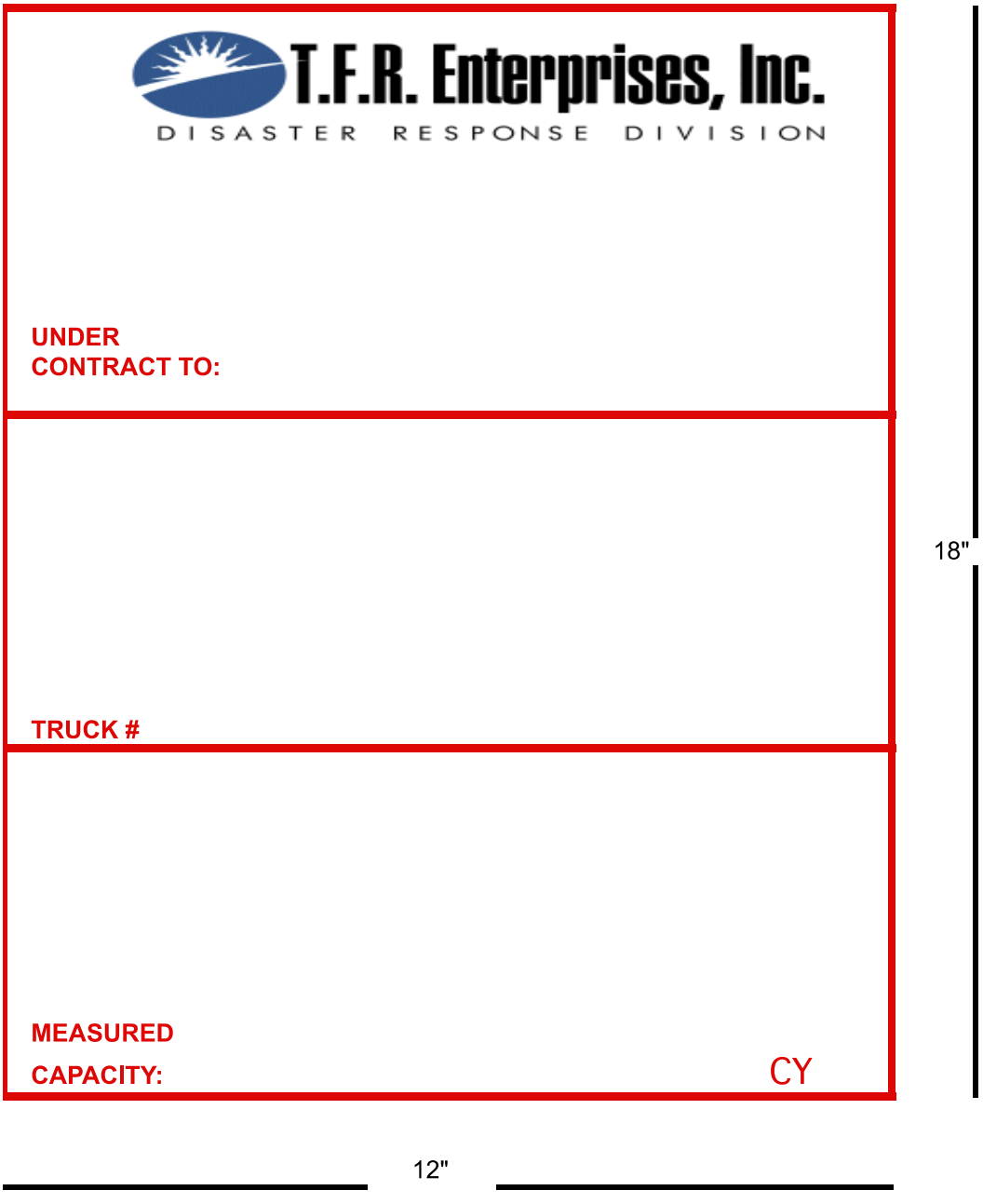
Measured By

Truck Driver

TFR Representative

Government's Representative

SAMPLE TRUCK IDENTIFICATION PLACARD



Financial Capability

$400,000,000

Bonding Capacity

$5,000,000

Unfunded Line of Credit

TFR has consistently fulfilled all commitments, never defaulted on a contract, and has no history of bankruptcy.

Banking:
Prosperity Bank
Travis Freeman
Regional President
25661 I-45
The Woodlands, TX 77380
P: (281) 292-6691

Bonding:
Toby Miclette
Bowen, Miclette & Britt
Insurance Agency
2800 North Loop West
Suite 1100
Houston, TX 77092
P: (713) 880-7109

Insurance:
TrueNorth Companies
Evan Behnke
500 1st Street SE
Cedar Rapids, IA 52401
P: (319) 739-1376

PROSPERITY BANK®

Friday, January 30, 2026

TFR Enterprises Inc.
601 Leander Dr.
Leander, TX 78646

RE: Banking relationship with TFR Enterprises Inc.

To Whom it may Concern:

TFR Enterprises Inc. as well as the principle's Tipton and Julie Rowland, have been excellent customers of the bank for 20+ years. Currently, TFR Enterprises Inc. has a $5,000,000 Revolving Line of Credit that is unfunded, and they keep considerable deposits with Prosperity Bank. The Rowland's have always performed as agreed, and are a pleasure to work with. If you have any questions please call me at 281-465-5308.

Sincerely,

Travis Freeman
Senior Regional President

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

May 18, 2026

T.F.R. Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641

Re: Bonding Capacity - Prequalification

To Whom It May Concern:

We are the surety bonding agent for T.F.R. Enterprises, Inc., of Leander, Texas. In this capacity, we have become very familiar with their financial, management, and operational capabilities. T.F.R. Enterprises, Inc. is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ (Superior) with a Financial Size Category of XV (Greater than or Equal to USD 2.00 Billion). Travelers has agreed to support performance and payment bonds for single projects up to $150 Million as long as these projects fit within a $400 Million aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between T.F.R. Enterprises, Inc., and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold T.F.R. Enterprises, Inc. in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Executive Vice President

DTM / rg

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

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 TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 319-366-2723 **FAX (A/C, No):** 319-862-0612 **E-MAIL ADDRESS:** certs@truenorthcompanies.com
INSURED TFRENTE-01 TFR Enterprises Inc 601 Leander Dr Leander TX 79641	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company — 17370 **INSURER B :** Key Risk Insurance Company — 10885 **INSURER C :** Travelers Lloyds Insurance Company — 41262 **INSURER D :** American Interstate Insurance Company — 31895 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1024150345 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ECP2043137-12	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2043139-12	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2043138-12	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCTX3472132026	3/31/2026	3/31/2027	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
A C	Pollution Liability Leased/Rented Equipment			ECP2043137-12 QT-660-2W270233-TLC-26	3/31/2026 3/31/2026	3/31/2027 3/31/2027	Occurrence Limit Limit	1,000,000 700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form ECP 1246 01/21(ongoing operations), form ECP 1248 01/21 (completed operations) and Auto Liability form BENV CA06 09/17 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form ECP 1259 01/21, Automobile Liability form CA 0444 10/13 and Workers Compensation form WC420304B 06/14 apply.

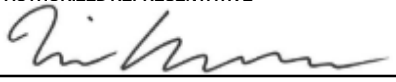
CERTIFICATE HOLDER

Information 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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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: Not Applicable

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.

_____ 06/04/2026
Signature Date

Tipton F. Rowland, CEO
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

Tipton F. Rowland, CEO

Typed Name & Title of Authorized Representative

06/04/2026

Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF Texas)
) SS
COUNTY OF Williamson)

Tipton F. Rowland, being first duly sworn, deposes and says:

That he/she is CEO of TFR Enterprises, 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 4th day of June 2026.

TIFFANY J. JEAN
My Notary ID # 123933814
Expires January 27, 2030

Notary Public: Tiffany J. Jean

My commission expires: January 27th, 2030

Tab 5.
Other Supporting Material

Client Testimonials

Lauren Lathon
Innovation Project Lead

"I recommend TFR Enterprises for any future projects involving cleanup and debris removal. Their experience, reliability, and dedication make them an excellent choice for municipalities and organizations in need of these services."

Thomas S. Cisco
Director of Emergency Management

"TFR Enterprises was used as our emergency debris management contractor and was very responsive to the County's needs and requirements."

Travis Tenbrink
City Forester

"Rodger and his team were very courteous to city staff and citizens during the project and greatly aided in our ability to complete the project in a timely manner. I would recommend and utilize TFR's services again.."

Bruce Paster
Director of Public Works

"TFR Enterprises is the City's primary emergency debris management contractor and was very responsive to the City's needs and wishes."

REFERENCES

The following projects showcase our ability to successfully execute disaster response operations of any scale. From small-scale incidents to large-scale disaster events, we are equipped to deliver efficient and effective solutions. We believe it is just as important to highlight smaller projects as it is to showcase major operations, demonstrating our adaptability and commitment to every community we serve.

01. MADISON COUNTY, FLORIDA

POC: Leigh Basford
Address: 229 SW Pickney Street, Madison, FL 32340
Phone: (850) 973-3698 **Email:** madisonem@madisoncountyfl.com
Term: 09/2024 to 04/2025 **Amount:** $20,837,543
Description: Hurricane Helene Debris removal, reduction, disposal, and hazardous tree removals. **(1,008,558 CY & 32,677 Trees)**

02. EMANUEL COUNTY, GEORGIA

POC: L. Guy Singletary
Address: 124 North Main Street, Swainsboro, GA
Phone: (478) 237-3881 **Email:** lgsingletary@emanuelco-ga.gov
Term: 10/2024 to 05/2025 **Amount:** $39,506,940
Description: Hurricane Helene Debris removal, reduction, disposal, and hazardous tree removals. **(2,158,036 CY & 47,965 Trees)**

03. CITY OF SUGAR LAND, TEXAS

POC: Christian Eubanks
Address: 2700 Town Center Blvd N. Sugar Land, TX 77479
Phone: (281) 275-2700 **Email:** ceubanks@sugarlandtx.gov
Term: 07/2024 to 10/2024 **Amount:** $2,780,695
Description: Hurricane Beryl debris removal, reduction, disposal, and hazardous tree removals. **(117,362 CY & 8,999 Trees)**

04. JEFFERSON COUNTY, FLORIDA

POC: Shannon Metty
Address: 445 W Palmer Mill Rd, Monticello, FL 32344
Phone: (850) 342-0223 **Email:** smetty@jeffersoncountyfl.gov
Term: 08/2023 to 11/2023 **Amount:** $1,138,239.00
Description: Hurricane Idalia debris removal, reduction, disposal, and hazardous tree removals. **(61,450 CY & 8,431 Trees)**

05. FORSYTH COUNTY, GEORGIA

POC: Tom Cisco
Address: 3520 Settingdown Rd, Cumming, GA 30028
Phone: (770) 205-5674 **Email:** ema@forsythco.com
Term: 08/2023 to 10/2023 **Amount:** $287,078
Description: Emergency debris removal, reduction, disposal, and hazardous tree removals from 2023 severe weather event. **(20,335 CY and 8 Trees)**

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: May 29, 2026

Ref: RFP# 2026-009P Debris Removal

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 May 28, 2026:**

Q1. What is the required onsite response time?
A1. Within 48 hours of being notified by the Village of services required.

Q2. What is the maximum number of hours post-event before work must commence?
A2. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request.

Q3. Are any specific professional credentials required to qualify for the contract?
A3. There is a need for personnel to have asbestos removal certification as some buildings may have asbestos in it. Staff should also take the OSHA 30-hour and HAZWOPER training. It is recommended that someone on-site have the Certified Debris Manager offered by the Solid Waste Association of North America. The staff should have an understanding of FEMA PA policies and guidelines related to debris management. Any persons operating commercial vehicles must be properly licensed to operate the vehicle and heavy equipment operators must have appropriate training and certificate for the machinery they are operating. Organizations awarded the contract must comply with NM law, such as requirements by NM Environment Department (NMED) and Construction Industries Division (CID), which will require other licenses and certifications such as hazardous waste handling, contractor license, and solid waste operator certification for example.

Q4. What are the reporting requirements regarding the progress of work performed?
A4. The Village requires a daily log of quantity, trips, and other pertinent information on the debris removal.

VILLAGE OF RUIDOSO NEW MEXICO

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Q5. Are there any superseding prior agreements that may impact this contract?
A5. We do not have a current contract.

Q6. When/what was the most recent event that precipitated the activation of the existing or previous contract?
A6. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?
A7. According to the state, who managed the debris operations for the last two years, for the 2024 fires there was approximately 791,459 cu yds and for 2025 monsoon season there was approximately 166,085 cu yds.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A8. We do not have these numbers, as the State stepped in and took care of most of our debris.

Q9. How many times have the incumbent's services been utilized in the previous five years?
A9. We do not have a current contract.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A10. June 11, 2026, @ 3:00 pm MDT

Q11. Why has this bid been released at this time?
A11. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q12. When is the anticipated contract start date?
A12. July 14, 2026

Q13. When is the anticipated award date?
A13. July 14, 2026

Q14. Section II.A and Appendix E state that Organizational Reference Questionnaires are not applicable, however, Section II.B.6 states they are required. Please confirm if Organizational Reference Questionnaires are required for this proposal. If so, will this form be provided?
A14. Section II.B.6. Organization References Due are Not Applicable.

VILLAGE OF RUIDOSO NEW MEXICO

313 CREE MEADOWS DRIVE
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Q15. Section III.A.2 Please confirm if we are to provide a cost proposal of our own making or if there is a preferred form.

A15. Cost proposals will be of your own making.

Q16. Section III.B.1 states we are to submit 1 original, 3 copies, and 1 electronical copy of the proposal. It also states the we are to provide a redacted version on USB separate from the unredacted version. Are we to provide 1 original and 3 copies of the redacted proposal as well?

A16. Redacted information is only required when submitting confidential information. If your proposal does not contain confidential information, a redacted version is not required.

***All questions must be submitted in writing. Reminder, the last day for written questions is 5/28/2026 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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

TFR Enterprises, Inc.
Company

Signature

05/29/2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 5, 2026

Ref: RFP# 2026-009P Debris Removal

ADDENDUM #2

The following is provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Additional language added in bold to:**
   Appendix F – Detailed Scope of Work
   Scope of Services –
   Debris includes, but is not limited to, vegetative debris, construction and demolition debris, **household furniture, goods and waste**, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

2. **Change to Sequence of Events:**
   II. Conditions Governing the Procurement
   A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	May 21, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 11, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	May 28, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 16, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 16, 2026 – June 18, 2026
9. Selection of Finalists	Evaluation Committee	June 18, 2026
10. Best and Final Offers	Finalist Offerors	June 18, 2026

VILLAGE OF RUIDOSO NEW MEXICO

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11. Oral Presentation(s)	Finalist Offerors	TBD
12. Finalize Contractual Agreements	VOR/Finalist Offerors	June 24, 2026
13. Contract Awards	VOR/ Finalist Offerors	June 24, 2026
14. Protest Deadline	VOR	15 Days from award

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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

TFR Enterprises, Inc.
Company

Signature

June 5, 2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

Due Date:
June 16th, 2026 @ 3:00 PM

Prepared For:
Procurement Manager
The Village of Ruidoso
313 Cree Meadows Drive,
Ruidoso, NM 88345

SAM: PHQDU2KY4JM5

Tiffany Jean
Contract Manager
tiffany@tfrinc.com
Cell: 512-565-0710

Allie Potts
Contract Administrator
contracts@tfrinc.com
Cell: 512-568-9612

RFP #2026-009P Debris Removal

Cost Proposal

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

TFR Enterprises, Inc
Price Proposal

Item No.	Description	Unit	Cost Per Unit
Vegetative Collect and Haul			
1	Vegetative Debris from Public Property and ROW to DMS *Vegetative debris is collected and transported to DMS.*	CY	$17.00
2	Vegetative Debris from Public Property and ROW to Final Disposal *Vegetative debris is collected and transported to the final disposal site.*	CY	$26.95
Management and Reduction			
3	Grinding *Grinding/chipping vegetative debris.*	CY	$2.35
4	Air Curtain Burning *Air Curtain Burning vegetative debris.*	CY	$1.50
5	Compacting *Compaction of vegetative debris.*	CY	$1.95
6	DMS Management *Preparation, management, and segregation at the debris management site.*	CY	$2.45
C&D Collect and Haul			
7	C&D Debris from Public Property and ROW to DMS *C&D debris is collected and transported to DMS.*	CY	$19.00
8	C&D Debris from Public Property and ROW to Final Disposal *C&D debris is collected and transported to final disposal.*	CY	$28.95
Final Disposal			
9	DMS to Final Disposal *Transport of processed debris from DMS to Final Disposal.*	CY	$11.95
10	Tipping Fees (Vegetative) *Fee includes a negotiated contract price or pass-through amount for vegetative debris.*	CY	Pass-Through
11	Tipping Fees (Mix) *Fee includes a negotiated contract price or pass-through amount for mixed debris.*	CY	Pass-Through
12	Tipping Fees (C&D) *Fee includes a negotiated contract price or pass-through amount for C&D debris.*	CY	Pass-Through
Tree Operations			
13	Hazardous Trees 6"-12" *Hazardous tree removal for a 6 to 12-inch trunk diameter.*	Tree	$180.00
14	Hazardous Trees 13"-24" *Hazardous tree removal for a 13 to 24-inch trunk diameter.*	Tree	$290.00
15	Hazardous Trees 25"-36" *Hazardous tree removal for a 25 to 36-inch trunk diameter.*	Tree	$390.00

16	Hazardous Trees 37"-48" *Hazardous tree removal for a 37 to 48-inch trunk diameter.*	**Tree**	$560.00
17	Hazardous Trees 49" + *Hazardous tree removal for a 49+ inch trunk diameter.*	**Tree**	$795.00
18	Hazardous Limbs (Hangers) >2" *Hazardous hanging limb removal with a greater than 2-inch diameter (price per tree).*	**Tree**	$130.00
19	Hazardous Stumps >24"-36" *Hazardous stump removal for a 24 to 36-inch stump diameter.*	**Stump**	$295.00
20	Hazardous Stumps 37"-48" *Hazardous stump removal for a 37 to 48-inch stump diameter.*	**Stump**	$395.00
21	Hazardous Stumps 49" + *Hazardous stump removal for a 49+ inch stump diameter.*	**Stump**	$510.00
22	Stump Fill Dirt *Fill dirt for stump holes after removal.*	**CY**	$29.00
Specialty Removal			
23	Sand/Mud/Dirt/Rock Collection and Screening *Pick up, screen, and return debris-laden sand/mud/dirt/rock.*	**CY**	$45.00
24	Vehicle Removal *Removal of the eligible vehicle.*	**EA**	$250.00
25	Vessel Removal (Land) *Removal of an eligible vessel from land.*	**EA**	$650.00
26	Carcass Removal *Removal of animal carcasses.*	**LB**	$3.00
27	ROW White Goods Removal *Load and haul of white goods to the final disposal site.*	**EA**	$65.00
28	Freon Management *Freon management and recycling.*	**EA**	$55.00
29	Demolition of Private Structure – RACM *Demolition, removal, and transport of eligible RACM structures.*	**CY**	$28.95
30	Demolition of Private Structure – non-RACM*Demolition, removal, and transport of eligible non-RACM structures.*	**CY**	$26.95
31	Electronic Waste *Removal of electronic debris that contains hazardous materials, such as computers, monitors, and televisions.*	**EA**	$20.00
32	Silt Removal	**CY**	$27.00
33	Putrescent Removal *Removal of debris that will decompose or rot (animals and organic fleshy matter).*	**LB**	$2.00
34	Bio-Waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste, etc.).*	**LB**	$10.00
35	Household Hazardous Waste (HHW) *HHW removal and disposal.*	**LB**	$5.00

PRICE PROPOSAL
EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	$160.00
2.	JD 644 Wheel Loader with debris grapple	$170.00
3.	Extendaboom Forklift with debris grapple	$115.00
4.	753 Bobcat Skid Steer Loader with debris grapple	$155.00
5.	753 Bobcat Skid Steer Loader with bucket	$150.00
6.	753 Bobcat Skid Steer Loader with street sweeper	$145.00
7.	30-50 H Farm Tractor with box blade or rake	$140.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	$190.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	$200.00
10.	JD 648E Log Skidder or equivalent	$170.00
11.	CAT D4 Dozer	$100.00
12.	CAT D5 Dozer	$125.00
13.	CAT D6 Dozer	$150.00
14.	CAT D7 Dozer	$175.00
15.	CAT D8 Dozer	$215.00
16.	CAT 125 – 140 HP Motor Grader	$170.00
17.	JD 690 Trackhoe with debris grapple	$165.00
18.	JD 690 Trackhoe with bucket and thumb	$170.00
19.	Rubber Tired Excavator with debris grapple	$170.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	$175.00
21.	210 Prentiss Knuckleboom with debris grapple	$290.00
22.	CAT 623 Self-Loader Scraper	$180.00
23.	Hand-fed debris chipper	$165.00
24.	30 Ton Crane	$260.00
25.	50 Ton Crane	$320.00
26.	100 Ton Crane (8 hour minimum)	$450.00
27.	40 – 60' Bucket Truck	$230.00
28.	Greater than 60' Bucket Truck	$245.00
29.	Fuel/Service Truck	$120.00
30.	Water Truck	$115.00
31.	Portable Light Plant	$45.00
32.	Lowboy Trailer with Tractor	$120.00
33.	Flatbed Truck	$45.00
34.	Pick-Up Truck (unmanned)	$30.00
35.	Self-Loading Dump Truck with debris grapple	$275.00
36.	Single Axle Dump Truck, 5 – 12 cu. yd.	$170.00
37.	Tandem Axle Dump Truck, 16 -20 cu. yd.	$175.00
38.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	$185.00
39.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	$195.00

PRICE PROPOSAL
EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	HOURLY PRICE
40.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	$210.00
41.	Chainsaw	$10.00
42.	Temporary Office Trailer	$160.00
43.	Mobile Command and Communications Trailer	$125.00
44.	Laborer, with small hand tools	$55.00
45.	Skilled Sawman	$60.00
46.	Crew Foreman with cell phone	$70.00
47.	Tree Climber	$90.00

1. All equipment rates include the cost of the operator, fuel, and maintenance.
2. All labor rates include the cost of personal protective equipment, including but not limited to a hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and MP Chavez Enterprises, 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

Consultant
ATTN: MP Chavez
Title: President
Street: PO Box 632
City, State, Zip: Alto, NM 88312
Phone: 575-937-5675
Email: MP@MPC-Ent.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

MP Chavez

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:_____

MP Chavez enterprises, inc.:

_____
MP Chavez, President

Date: 27June 2026

ATTEST: _____
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: MP Chavez Enterprises, Inc. **FEIN#** 46-1373873

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:
   MP Chavez Enterprises, Inc.
   PO Box 632
   Alto, NM 88312

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

   Name MP Chavez or Corina Chaves
   Title President
   E-Mail Address MP@MPC-Ent.Com
   Telephone Number 5759375675

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

   Name MP Chavez or Corina Chaves
   Title President /Vice President
   E-Mail Address MP@MPC-Ent.com
   Telephone Number 5759375675

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

   Name MP Chavez or Corina Chaves
   Title President / Vice President
   E-Mail Address MP@MPC-Ent.com
   Telephone Number 5759375675

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:

_____

_____

(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.

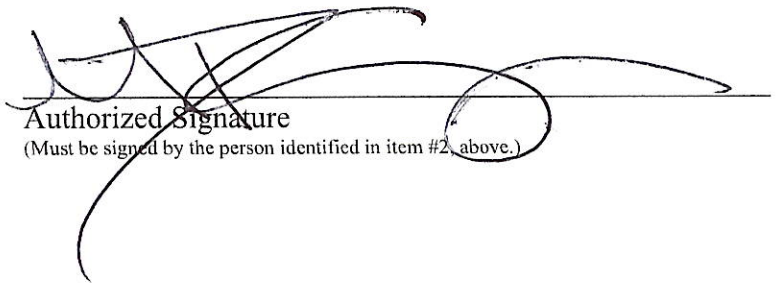
_____

(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.)

06/02/2026
Date

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: May 29, 2026

Ref: RFP# 2026-009P Debris Removal

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 May 28, 2026:**

Q1. What is the required onsite response time?
A1. Within 48 hours of being notified by the Village of services required.

Q2. What is the maximum number of hours post-event before work must commence?
A2. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request.

Q3. Are any specific professional credentials required to qualify for the contract?
A3. There is a need for personnel to have asbestos removal certification as some buildings may have asbestos in it. Staff should also take the OSHA 30-hour and HAZWOPER training. It is recommended that someone on-site have the Certified Debris Manager offered by the Solid Waste Association of North America. The staff should have an understanding of FEMA PA policies and guidelines related to debris management. Any persons operating commercial vehicles must be properly licensed to operate the vehicle and heavy equipment operators must have appropriate training and certificate for the machinery they are operating. Organizations awarded the contract must comply with NM law, such as requirements by NM Environment Department (NMED) and Construction Industries Division (CID), which will require other licenses and certifications such as hazardous waste handling, contractor license, and solid waste operator certification for example.

Q4. What are the reporting requirements regarding the progress of work performed?
A4. The Village requires a daily log of quantity, trips, and other pertinent information on the debris removal.

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Q5. Are there any superseding prior agreements that may impact this contract?
A5. We do not have a current contract.

Q6. When/what was the most recent event that precipitated the activation of the existing or previous contract?
A6. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?
A7. According to the state, who managed the debris operations for the last two years, for the 2024 fires there was approximately 791,459 cu yds and for 2025 monsoon season there was approximately 166,085 cu yds.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
A8. We do not have these numbers, as the State stepped in and took care of most of our debris.

Q9. How many times have the incumbent's services been utilized in the previous five years?
A9. We do not have a current contract.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.
A10. June 11, 2026, @ 3:00 pm MDT

Q11. Why has this bid been released at this time?
A11. Southfork Fire 2024, and Monsoon 2025 are the events that have caused the need for a contract to be in place.

Q12. When is the anticipated contract start date?
A12. July 14, 2026

Q13. When is the anticipated award date?
A13. July 14, 2026

Q14. Section II.A and Appendix E state that Organizational Reference Questionnaires are not applicable, however, Section II.B.6 states they are required. Please confirm if Organizational Reference Questionnaires are required for this proposal. If so, will this form be provided?
A14. Section II.B.6. Organization References Due are Not Applicable.

VILLAGE OF RUIDOSO NEW MEXICO

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575-258-4343

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Q15. Section III.A.2 Please confirm if we are to provide a cost proposal of our own making or if there is a preferred form.

A15. Cost proposals will be of your own making.

Q16. Section III.B.1 states we are to submit 1 original, 3 copies, and 1 electronical copy of the proposal. It also states the we are to provide a redacted version on USB separate from the unredacted version. Are we to provide 1 original and 3 copies of the redacted proposal as well?

A16. Redacted information is only required when submitting confidential information. If your proposal does not contain confidential information, a redacted version is not required.

***All questions must be submitted in writing. Reminder, the last day for written questions is 5/28/2026 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 #2026-009P remain unchanged.

Please sign and return by E-Mail (See Below)

MP Chavez Enterprises Inc.
Company

Signature

06/02/2026
Date of Receipt

Email : Purchasing@ruidoso-nm.gov

Phone : 575-258-4343, Ext. 1081

EMAILED
06/02/2026
16:32

Request for Qualification Based Proposal Debris removal

RFP # 2026-009p

M.P. Chavez Enterprises

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Tab B: Table of Contents ..... [Page #3]

Tab D: Response to Contract Terms and Conditions

Acceptance and/or exceptions to terms ..... [Page #4]

Tab E: Offeror's Additional Terms and Conditions

NA

Tab F: Response to Specifications

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F.2 Technical Approach and Understanding of Scope

Methodology, work plan, and understanding of project requirements ..... [Page #9]

F.3 Emergency Response Capability and Mobilization

Availability, response times, staffing, and equipment readiness ..... [Page #9]

F.4 Compliance, Documentation, and Reimbursement Support

Processes for documentation, reporting, and reimbursement compliance ..... [Page #10]

F.5 Signed Campaign Contribution Form *(Appendix B)* ..... [Page #11]

F.6 Debarment Certification *(Appendix G)* ..... [Page #12]

F.7 Non-Collusion Affidavit *(Appendix H)* ..... [Page #13]

F.8 New Mexico Preferences (If Applicable)

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Tab G: Other Supporting Materials (If Applicable)

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Response to Contract Terms and Conditions

MP Chavez has reviewed the conditions governing the procurement, the sample Professional Services Agreement, and the requirements stated in RFP #2026-009P. MP Chavez accepts the conditions governing the procurement and understands that submission of this proposal constitutes acceptance of the evaluation factors contained in Section V of the RFP. MP Chavez is prepared to enter into the Village's contract form if selected for award, subject to final completion of required administrative information, insurance documentation, licensing documentation, pricing, and any negotiated provisions approved by the Village.

Offeror's Additional Terms and Conditions

MP Chavez does not propose any additional terms and conditions at this time. If selected for award, MP Chavez will work with the Village of Ruidoso in good faith to finalize any contract documents, task orders, insurance certificates, wage rate requirements, and project-specific administrative requirements necessary to perform on-call utility work.

RFP Response – Debris Removal

RFP #2026-009P – Village of Ruidoso

Proposal Summary

MP Chavez Enterprises is a locally established contractor with more than fifteen years of experience serving the Ruidoso area. We have supported debris removal and disaster recovery operations during major events, including the McBride Fire, South Fork Fire, and Salt Fire.

We understand the Village's need for a contractor capable of rapid mobilization, safe operations, and full compliance with FEMA Public Assistance requirements, and we are uniquely positioned as a local contractor with proven performance in these exact conditions.

1. Experience and Past Performance

MP Chavez Enterprises has been in business in the Ruidoso area for more than fifteen years and has served as a key contractor in multiple disaster response efforts. Our experience includes:

· Debris removal and roadway clearance during the McBride Fire, South Fork Fire, and Salt Fire

· Hauling and material transport under emergency conditions

· Coordination with local, state, and federal agencies, including direct work with the Village of Ruidoso

Our team works effectively within emergency response frameworks, delivering safe, efficient services while meeting required timelines and compliance standards.

Relevant Project Experience

· Cleared debris in support of emergency response operations

· Constructed low-water crossings

· Completed work on McDaniel Bridge

· Performed improvements on Johnson Road

· Supported ongoing work on Porr and Brady

· Cleared debris from rights-of-way and roadways

· Constructed a low-water crossing at Paradise Canyon

· Constructed a crossing at Starlite

We bring local knowledge of terrain, roadways, and logistics, which allows us to operate efficiently in the Village's designated areas and respond quickly when disasters occur.

2. Technical Approach and Understanding of Scope

MP Chavez Enterprises fully understands the scope of work required under this RFP, including:

· Emergency roadway clearance

· Debris collection, hauling, and disposal

· Temporary Debris Staging and Reduction Site (TDSRS) support

· Compliance with FEMA Public Assistance guidelines

Our Approach

· Initial Response: Immediate deployment upon notice to proceed to clear roadways and restore access within 24 hours of being notified and clear emergency roadways within 70 hours.

· Debris Collection: Systematic removal of eligible debris within public rights-of-way

· Hauling & Disposal: Transport to Village-approved debris management or disposal sites

· Site Management: Support for staging, reduction, and remediation as required

We will ensure:

· No debris remains in roadways

· Complete removal within assigned zones

· Adherence to Village direction for prioritization

Our approach is designed to maximize efficiency, reduce hazards, and ensure full compliance with all local, state, and federal requirements.

3. Emergency Response Capability and Mobilization

MP Chavez Enterprises has proven capability to rapidly respond to emergency events and mobilize resources.

Mobilization Capabilities

· Immediate access to equipment and operators

· Ability to scale crews based on incident size

· Local presence ensures fast response time

We understand that roadway clearance must be completed rapidly after disaster events, and our experience supporting past fires demonstrates our ability to work under urgent timelines and challenging conditions.

The RFP requires rapid emergency response and roadway clearance to restore safe access.

Our team is prepared to:

· Deploy within hours of notification

· Maintain continuous operations as required

· Coordinate with Village personnel for prioritization

4. Compliance, Documentation, and Reimbursement Support

MP Chavez Enterprises understands the importance of maintaining full compliance for reimbursement eligibility, including FEMA Public Assistance standards.

Our Compliance Approach

· Documentation of all work performed

· Tracking of debris quantities and load tickets

· Coordination with oversight personnel

· Adherence to eligibility requirements

The RFP requires proper documentation, debris eligibility determination, and tracking processes to support reimbursement.

We will ensure:

· Accurate recordkeeping for all operations

· Proper handling and disposal of debris

· Full compliance with environmental and regulatory requirements

Our experience working alongside government agencies positions us to meet all documentation and compliance expectations.

Closing Statement

MP Chavez Enterprises is committed to supporting the Village of Ruidoso with dependable, efficient, and compliant debris removal services. Our local experience, strong agency coordination, and rapid-response capability make us a qualified partner for this contract.

We appreciate the opportunity to submit this proposal and look forward to continuing our service to the Ruidoso community.

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2026-009P
DEBRIS REMOVAL

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: MP Chaves Enterprises Inc.

REPRESENTED BY: MP Chavez

TITLE: President PHONE NO.: 575–937–5675

E-MAIL: MP@MPC-ENT.COM FAX NO.: _____

ADDRESS: PO Box 632

CITY: Alto STATE: NM. ZIP CODE: 88312

SIGNATURE: _____ DATE: 06/02/2026

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 G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

MP Chavez President
Typed Name & Title of Authorized Representative

06/02/2026
Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

MP Chavez, being first duly sworn, deposes and says:

That he/she is President of MP Chavez Enterprises 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 5th day of June 2026

Notary Public: _____

My commission expires: _____

STATE OF NEW MEXICO
NOTARY PUBLIC
SARA B. HENNIE-GRIEGO
COMMISSION # 1062028
COMMISSION EXPIRES 05/08/2027

1442

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT VETERAN CONTRACTOR CERTIFICATE

Issued to: **MP CHAVEZ ENTERPRISES, INC**

DBA: **MP CHAVEZ ENTERPRISES, INC**
PO BOX 7621
RUIDOSO, NM 88355-7621

Expires: **11-Sep-2027**

Certificate Number:

L1922193776

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

CHAVEZ, M P ENTERPRISES, INC

LICENSE NUMBER
376851

Qualifying Party(s)
CHAVEZ MP

EXPIRES
12/31/2027

CLASSIFICATION(S)
GS99 MS99

Director

MPCHAVE-01 ABYINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2026

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 EPRESENTATIVE 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: Amanda Byington
Berger Briggs Insurance & Risk Solutions, LLC An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext): (505) 962-2628 FAX (A/C, No): E-MAIL ADDRESS: abyington@bbirs.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : EMC Property & Casualty Company	25186
INSURER B : Employers Mutual Casualty Company	21415
INSURER C : Builders Trust of New Mexico	
INSURER D : Certain Underwriters at Lloyds	
INSURER E :	
INSURER F :	

INSURED

MP Chavez Enterprises, Inc.
PO Box 7621
Ruidoso, NM 88355

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			6E68048	8/20/2025	8/20/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
	AUTOMOBILE LIABILITY			6E68048	8/20/2025	8/20/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6E68048	8/20/2025	8/20/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC100-0005778-2025A	8/20/2025	8/20/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
D	Pollution liability			CLPI00998001	10/4/2025	10/4/2027	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

F. Sanchez South Ditch
PO Box 562
Ruidoso Downs, NM 88346

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
Kathy Yeager

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Fire Suppression and Safety Plan

MP Chavez Enterprises

Excavation Contractor

1. Purpose

This Fire Suppression and Safety Plan establishes procedures and requirements for preventing fires, protecting employees, equipment, and property, and ensuring compliance with applicable safety regulations during excavation and construction operations performed by MP Chavez Enterprises.

The objectives of this plan are to:

- Prevent fires and related hazards
- Protect workers, subcontractors, clients, and the public
- Provide emergency response procedures
- Ensure availability and maintenance of fire suppression equipment
- Reduce risk associated with excavation, fuel handling, welding, and heavy equipment operations

2. Scope

This plan applies to all MP Chavez Enterprises employees, subcontractors, temporary workers, and visitors at:

- Excavation sites
- Utility installation projects
- Trenching operations
- Equipment yards
- Material storage areas
- Temporary jobsite facilities

3. Responsibilities

Company Management

Management shall:

- Provide fire extinguishers and emergency equipment
- Ensure employee fire safety training
- Enforce compliance with this plan
- Conduct periodic inspections
- Maintain emergency contact information

Supervisors / Foremen

Supervisors shall:

- Conduct daily site safety inspections
- Ensure fire extinguishers are accessible
- Monitor hot work activities
- Ensure proper fuel storage
- Report hazards immediately

Employees

Employees shall:

- Follow all fire prevention procedures
- Report fire hazards immediately
- Know extinguisher locations and emergency exits
- Use fire extinguishers only if trained and safe to do so
- Maintain good housekeeping practices

4. Fire Hazard Identification

Common fire hazards associated with excavation work include:

- Fuel storage and refueling operations
- Hydraulic fluid leaks
- Hot work (cutting, grinding, welding)
- Electrical equipment and generators
- Smoking near combustible materials
- Dry vegetation and brush
- Portable heaters
- Improper disposal of oily rags or combustible waste

5. Fire Prevention Procedures

General Fire Prevention

- Maintain clean work areas free of combustible debris
- Remove trash and flammable materials daily
- Keep ignition sources away from fuels and combustibles
- No smoking within 50 feet of fuel storage or refueling operations
- Shut down equipment before refueling
- Store combustible materials away from ignition sources

Equipment Safety

Heavy equipment shall be:

- Inspected daily for leaks and overheating
- Equipped with accessible fire extinguishers
- Kept free of excessive grease and debris buildup
- Shut off during fueling operations

Fuel Storage

Fuel storage requirements:

- Store fuel in approved containers only
- Clearly label all fuel containers
- Maintain secondary containment where required
- Keep fuel away from welding or grinding activities
- Maintain fire extinguishers near fuel storage areas

Hot Work Operations

For welding, cutting, or grinding:

- Obtain supervisor approval before work begins
- Remove combustibles within 35 feet when possible
- Maintain a fire watch during and after hot work
- Keep fire extinguishers immediately available
- Stop work during high fire danger conditions when necessary

6. Fire Suppression Equipment

Fire Extinguishers

MP Chavez Enterprises shall provide:

- Minimum 2A:10BC rated extinguishers on all jobsites
- Fire extinguishers in:
    - Heavy equipment
    - Service trucks
    - Fueling areas
    - Job trailers
    - Storage areas

Extinguisher Requirements

- Mounted and clearly visible
- Accessible without obstruction
- Inspected monthly
- Serviced annually
- Replaced or recharged after use

Types of Extinguishers

- **Class A** – Ordinary combustibles
- **Class B** – Flammable liquids
- **Class C** – Electrical fires

ABC multipurpose extinguishers are recommended for all excavation operations.

7. Emergency Procedures

Reporting a Fire

Any employee discovering a fire shall:

1. Alert nearby personnel immediately
2. Call 911
3. Notify supervisor or foreman
4. Provide:
    - Jobsite location
    - Nature of fire
    - Injuries (if any)
    - Hazards present

Evacuation Procedures

- Stop work immediately
- Shut down equipment if safe
- Evacuate to designated assembly area

- Account for all workers
- Do not re-enter area until authorized

Fire Extinguisher Use

Employees trained in extinguisher use shall follow the PASS method:

- **P** – Pull the pin
- **A** – Aim at base of fire
- **S** – Squeeze handle
- **S** – Sweep side to side

Employees shall not attempt to fight fires if:

- Fire is spreading rapidly
- Smoke limits visibility
- Hazardous materials are involved
- Escape route is blocked

8. Emergency Contact Information

Each jobsite shall maintain updated emergency contacts including:

- Fire Department
- Police Department
- Ambulance/EMS
- Utility companies
- Company management
- Site superintendent

Emergency numbers shall be posted visibly at all jobsites.

9. Training Requirements

Employees shall receive training on:

- Fire prevention procedures
- Fire extinguisher use
- Emergency evacuation
- Hazard recognition
- Fuel handling safety
- Hot work safety

Training shall occur:

- Upon hire
- Annually
- When hazards or procedures change

10. Inspection and Maintenance

Daily Inspections

Supervisors shall inspect:

- Fire extinguisher accessibility
- Fuel storage areas
- Equipment leaks
- Housekeeping conditions
- Emergency access routes

Monthly Inspections

Documented inspections shall verify:

- Extinguisher charge status
- Damage or corrosion
- Proper labeling
- Equipment readiness

11. Housekeeping Requirements

To reduce fire risk:

- Remove combustible waste daily
- Store oily rags in approved containers
- Maintain clear access around equipment
- Keep vegetation cleared around hot work areas
- Prevent accumulation of flammable liquids

12. Regulatory Compliance

This plan is intended to comply with applicable requirements including:

- OSHA 29 CFR 1926 Subpart F – Fire Protection and Prevention
- OSHA excavation and construction safety standards

- State and local fire codes
- Environmental fuel storage regulations

13. Plan Review

This Fire Suppression and Safety Plan shall be:

- Reviewed annually
- Updated as operations change
- Available to all employees upon request
- Maintained at company offices and jobsites

Acknowledgment

All employees of MP Chavez Enterprises are required to comply with this Fire Suppression and Safety Plan and participate in maintaining a safe work environment.

Company: MP Chavez Enterprises
Prepared For: Excavation and Construction Operations
Effective Date: _____
Approved By: _____
Signature: _____

COST PROPOSAL

Prepared For: Village of Ruidoso
Prepared By: M.P. Chavez Enterprises Inc
Date: 6/11/2026
Project: RFP 2026-009p

Scope of Work

This proposal includes equipment and labor services necessary to complete the described project. All work will be performed in a safe and professional manner in accordance with industry standards.

Equipment Rates (Adjusted)

Equipment	Rate
Tandem Dump Truck	$135.00 / hour
Excavator	$235.00 / hour
Bulldozer	$235.00 / hour
Skid Steer	$110.00 / hour
Loader	$235.00 / hour
Grapple Truck	$3,000.00 / day

Labor Rates (Unchanged)

Labor Classification	Regular Rate	Overtime Rate
General Labor	$35.00 / hour	$52.50 / hour
Heavy Equipment Operator	$45.00 / hour	$67.50 / hour
CDL Driver	$40.00 / hour	$60.00 / hour

Cost Calculation

Costs will be calculated based on actual hours worked using the following structure:

- Regular Time: Standard hourly rates listed above
- Overtime: Applies to hours worked beyond standard working hours
- Daily Total: (Regular Hours × Rate) + (Overtime Hours × OT Rate)

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Summit Operations, 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

Consultant
ATTN: Jame A. Miller
Title: President
Street: PO Box 1460
City, State, Zip: Alto, NM 88312
Phone: 575-937-3762
Email: Summitenterprises05@gmail.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 #2026-009P Debris Removal 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 July 14, 2026, through July 13, 2027, 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:

James A. Miller

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:_____

Summit Operations, inc.:

_____
James A. Miller, President

Date: 6-29-26

ATTEST: _____
Yvonne Vigil, Village Clerk

Exhibit A Scope of Work

Scope of Work

Debris Removal

Terms and Definitions

Definitions are provided for those terms listed below.

1. Authorized Representative – The Village of Ruidoso employees and/or contracted individuals designated by The Village of Ruidoso.

2. Village – The Village of Ruidoso, New Mexico.

3. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

4. Mutual Aid Agreement – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

5. Hazardous Limbs, Trees, and Stumps - Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat to life, public health and safety, or significant damage to improved property. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

6. HAZARDOUS LIMB OR BRANCH REMOVAL - Removal of broken limbs or branches that pose an immediate threat is eligible. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.

7. HAZARDOUS TREE REMOVAL - FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions such as, but not limited to: ▪ Deterioration or physical damage to the root system, trunk, stem, or limbs; and ▪ The direction and lean of the tree per the Occupational Safety and Health Standards. 10 For hazardous trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible.

8. HAZARDOUS STUMP REMOVAL - For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

9. Temporary Debris Staging and Reduction Site(s) (TDSRS) – A pre-designated, temporary location(s) used after disasters to safely store, segregate, process, and reduce the volume of debris. The site is utilized to manage large volumes of disaster-generated debris, such as vegetative matter, construction materials, and household hazardous waste.

Description of Designated Areas

a. The designated area for debris removal (the Village right-of-way, ROW) is bounded by the Village limits and includes streets (ROWs), Village parks, and any other areas within the municipal boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the Village. The Village Manager or designee may also authorize the Offeror to perform debris removal on non-Village roadways, i.e. State Hwy 70, or other areas, as directed in writing by the Village Manager or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

b. The Village Manager or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the Village Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the Village is at the discretion of the Village Manager or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the Village or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the Village Manager or designee in writing.

d. Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.

e. The Offeror shall deliver all disaster-related debris to a Village-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.

f. The Village will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the Village, the Village may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the Village. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the Village and the New Mexico Environment Department (NMED). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use.

g. All final disposal sites must be approved in writing by the Village Manager or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the Village Manager or designee.

h. Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the Village as a pass-through cost. Prior to reimbursement by the Village, the Offeror must furnish an invoice in hardcopy and/or electronic format. The invoice must include matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.

i. The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.

j. The Village reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

k. Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The Village reserves the right to require the Offeror to dismiss or remove from the project any workers as the Village sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Scope of Service

a) Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Village Manager or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the Village for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, Public Assistance Program and Policy Guide (PAPPG), and all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the Village Manager or designee. "Eligible" also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout scope of services items. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to Village-approved DMS(s) or final disposal site(s), reducing disaster related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA PAPPG, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the Village Manager or designee. It shall be the Offeror's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the Village Manager or designee in writing.

b) Debris removal activities, such as clearance, removal, recycling, and disposal, are eligible under Public Assistance Category A if the removal is in the public interest, based on whether the work is necessary to:
   i. Eliminate immediate threats to life, public health and safety; or
   j. Eliminate immediate threats of significant damage to improved public or private property; or
   k. Ensure economic recovery of the affected community to the benefit of the community-at-large; or
   l. Mitigate the risk to life and property by removing Substantially Damaged structures and associated ancillary facilities as needed to convert property acquired using Hazard Mitigation Grant Program (HMGP) funds for uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the Assistant Administrator of the Recovery Directorate at FEMA Headquarters.

Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

Emergency Road Clearance

a. At the request of the Village this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from Village roadways to make them passable immediately following a declared disaster event. All roadways designated by the Village Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the Village to conduct emergency roadway clearance work. The Village may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the Village. Clearance of these roadways will be performed as identified by the Village Manager or designee. The Offeror shall assist the Village and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

ORIGINAL

RFP #2026-009

SUMMIT OPERATIONS INC

Septic Excavation

Debris Removal Hauling

(575) 937 - 3762

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2026-009P Debris Removal

Offeror Name: Summit Operations, Inc. **FEIN#** 86-3860357

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:
   Summit Operations, Inc
   PO Box 1460 Alto, NM 88312-1460

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

   Name James A. Miller
   Title President
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 937 - 3762

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

   Name James A. Miller
   Title President
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 935 - 3762

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

   Name Stacy Shackelford / Mackenzy Simpson
   Title Office Managment
   E-Mail Address Summitenterprises05@gmail.com
   Telephone Number (575) 635 - 6852 / (915) 472 - 2944

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:

Re: See attached sheet

(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. _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.)

June 8, 2026
Date

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PROPOSAL SUMMARY

RFP: #2026-009P – Debris Removal

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Submitted by: Summit Operations, Inc.

Summit Operations, Inc. respectfully submits this proposal in response to RFP #2026-009P for Emergency Debris Removal Services for the Village of Ruidoso. Summit is a New Mexico-registered, fully insured emergency response and disaster-recovery contractor with proven, recent experience completing wildfire and flood recovery programs (Blue 2 retention ponds, South Fork Fire demolition and debris removal, and post-fire flood sediment recovery). We combine certified personnel, heavy-equipment fleet, vetted subcontractor partners, and digital compliance systems to deliver safe, auditable, FEMA-eligible debris removal and site restoration.

Key Value Proposition

Proven Experience: Direct, documented performance on multi-discipline disaster recovery tasks (hazardous tree removal, structure demolition, sediment excavation, DMS operations, grinding, riprap and culvert work) and demonstrated familiarity with FEMA PA, NRCS, DRC, NMED, and NMDOT requirements.

Rapid, Reliable Response: Guaranteed rapid-response posture to meet the Village's 70-hour emergency roadway clearance requirement with triage teams deployable in 24 hours and full operational surge within 7–14 days.

Complete Technical Capability: End-to-end services — hazard assessment, FEMA eligibility verification (certified arborist/monitoring), segregation, hauling, TDSRS/DMS setup and reduction, special-waste handling, and complete site remediation to pre-use condition.

Compliance & Audit Readiness: GPS-enabled digital load tickets, DMS receipts, daily/weekly reconciliation packets, QA/QC program, and complete archive delivery to support Village accounting and FEMA reimbursement.

Safety & Environmental Stewardship: Robust HASP, daily JHAs, air monitoring protocols, erosion and sediment controls, and steep-slope operations plans implemented by certified personnel.

Scalable Staffing & Equipment: Pre-qualified crews, technical rigging teams, grinders, chippers, excavators, haul fleets, and standby surge capacity through vetted subcontractors to sustain prolonged operations without compromise.

Approach Summary

Summit will implement a phased, auditable program: immediate reconnaissance and triage; one-pass emergency clearance to restore safe access within 70 hours; systematic hazardous-tree and debris removal with arborist verification; DMS/TDSRS intake, reduction

and segregation; lawful haul and disposal; and final site restoration and DMS remediation. QA/QC, environmental controls, and detailed documentation accompany every activity to reduce audit risk and expedite reimbursement.

Cost & Authorization

A separate Cost Proposal / Fee Schedule is submitted per RFP instructions with predefined unit rates for emergency crews, equipment, mobilization, milling/grinding, haul mileage bands, and pass-through disposal fees. Emergency work will be authorized in writing by the Village and billed per the submitted rates with full supporting documentation.

Deliverables & Commitments

Summit will provide mobilization plans, DMS pre-use reports, daily load tickets, weekly reconciliations, monthly reimbursement packets, QA/QC reports, DMS closure certification, final reconciliation, and an indexed audit package. We commit to safety, transparency, and close coordination with the Village Authorized Representative and designated monitors throughout the contract term.

Contacts:

James A. Miller - President

Phone: (575) 937 - 3762

Email: summitenterprises05@gmail.com

Stacy Shackelford – Office Manager

Phone: (575) 635 – 6852

Mackenzy Simpson – Bid Procurement

Phone: (915) 472 – 2944

- Summit appreciates the opportunity to propose and stands ready to mobilize immediately upon Village authorization.

RESPONSE TO CONTRACT TERMS AND CONDITONS

RFP: #2026-009P – Debris Removal

Summit Operations

James A. Miller | President | (575) 937 - 3762

Date: June 8, 2026

To: Procurement Manager
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345
purchasing@ruidoso-nm.gov

Subject: Response to RFP #2026-009P — Acceptance of Terms & Conditions and Statement of Compliance

Dear Procurement Manager:

Summit Operations, Inc. hereby submits this formal response to the Terms and Conditions set forth in RFP #2026-009P. We have carefully reviewed the Conditions Governing the Procurement and the Sample Contract included with the RFP and offer the following professional statement confirming our understanding and acceptance, together with clarifications of our commitments and procedural assurances.

Acceptance of Conditions Governing the Procurement

Summit Operations, Inc. acknowledges and accepts the Conditions Governing the Procurement as set forth in the RFP. Submission of our proposal constitutes acceptance of the Evaluation Factors and all procurement provisions unless we have explicitly stated a proposed, specific alternative in writing (none are proposed at this time).

Costs Incurred

Summit Operations, Inc. understands that all costs incurred in preparation and submission of this proposal, including demonstrations or material preparation, are the sole responsibility of Summit Operations, Inc.

Prime Consultant Responsibility

Summit Operations, Inc. confirms it will act as the Prime Consultant and will be fully responsible for performance of all contract requirements. All payments from the Village will be accepted and administered by Summit as the prime contractor. Summit accepts prime-contract responsibility for any and all subcontracted work and will ensure performance, compliance, and documentation to Village standards.

Use of Sub-Consultants and Consent

Summit Operations, Inc. may utilize prequalified subcontractors for specialized tasks (e.g., asbestos abatement, steep-slope rigging, large grinding operations). Summit will identify any proposed subcontractors in the Letter of Transmittal and will obtain written Village approval before engaging any subcontractor for work under the contract. Summit will enforce contract flow-down clauses requiring subcontractor compliance with safety, QA/QC, documentation, and insurance requirements.

Amended Proposals & Withdrawal Rights

Summit Operations, Inc. understands the RFP provisions for amended proposals and withdrawal prior to the submission deadline and will comply with those procedures should revision or withdrawal be required.

Proposal Firm Period

Summit Operations, Inc. agrees that pricing and terms included in our proposal will remain firm for 120 days following the proposal due date (or 90 days following a requested Best and Final Offer), as required by the RFP.

Confidentiality & Disclosure

Summit Operations, Inc. understands that, upon award, proposal contents become public record except for properly designated confidential financial information or trade secrets. Summit acknowledges that pricing cannot be designated as proprietary and agrees to provide any requested public records per the Village's determination and applicable law.

No Obligation & Termination Provisions

Summit Operations, Inc. acknowledges the Village's right to cancel or terminate the RFP and accepts the stated provisions regarding appropriation, termination, and the Village's discretion. Summit will not hold the Village liable for any costs incurred prior to the signing of a written contract.

Legal Review & Governing Law

Summit Operations, Inc. accepts the requirement to be bound by the General Requirements of this RFP and confirms the contract will be governed by the laws of the State of New Mexico. Any concerns regarding specific contract clauses will be submitted promptly and in writing to the Procurement Manager per the RFP process.

Contract Terms, Exceptions & Proposed Changes

Summit Operations, Inc. does not propose wholesale substitutions to the Sample Contract. If Summit proposes any discrete, limited alternative contract language during the

procurement process, it will provide specific alternate wording and a concise explanation of purpose and impact, as required. Summit acknowledges that general or broad substitutions are not acceptable.

Offeror Terms & Conditions and Contract Deviations

Summit Operations, Inc. will submit any additional terms or conditions it expects to negotiate in accordance with RFP instructions, and understands that negotiations on such items will occur only if Summit is the selected Offeror.

Offeror Qualifications & Investigations

Summit Operations, Inc. certifies that it is a responsible Offeror able to perform the contract requirements and agrees to provide references, financial and performance information, and other requested documentation to support the Evaluation Committee's review.

Compliance with Procurement Code & Ethics

Summit Operations, Inc. acknowledges the penalties for procurement code violations and affirms it will not engage in bribery, gratuities, or kickbacks. Summit will comply with all applicable procurement and criminal statutes.

Right to Publish & Public Statements

Summit Operations, Inc. agrees not to release publicity or other information related to the RFP, the proposal, or resulting contract without prior written approval from the Village.

Ownership of Proposals & Records Retention

Summit Operations, Inc. acknowledges that all proposal documents become property of the Village and agrees to retain required records for the contractually specified period and to support audits.

Electronic Communications & RFP Version Control

Summit Operations, Inc. will maintain a valid e-mail address for procurement correspondence and acknowledges the Village's master RFP version governs in the event of any discrepancy.

New Mexico Employee Health Coverage Requirements

Summit Operations, Inc. confirms awareness of the New Mexico employee health coverage requirements and agrees to comply with Section II.C.28 as applicable. Summit will

maintain records of employee election/declination of health insurance and will advise employees of State public health coverage options as required.

Campaign Contribution, Transmittal Letter & Certifications

Summit Operations, Inc. will complete and submit the Campaign Contribution Disclosure (Appendix B), Letter of Transmittal (Appendix D), Debarment Certification (Appendix G), Non-Collusion Affidavit (Appendix H), and any other required appendices as part of the proposal package.

Insurance, Licensing & Registration

Summit Operations, Inc. confirms it maintains the required insurance program (commercial general liability, automobile liability, workers' compensation, and pollution liability where applicable), holds requisite New Mexico business licensing, and will provide Certificates of Insurance and evidence of registration (SAM UEI) upon request or with contract execution.

Consent to Audit & Disclosure Requests

Summit Operations, Inc. will cooperate with the Village, state, and federal auditors, providing documentation and access to records as needed to support program compliance and reimbursement reviews.

New Mexico Preferences

Summit Operations, Inc. will include any applicable New Mexico preference certificates with its proposal and will comply with the stated requirements; Summit understands preferences do not apply where federal funds control procurement rules.

Conclusion and Contact

Summit Operations, Inc. affirms full acceptance of the RFP Terms and Conditions. Summit Operations, Inc. is prepared to finalize contract terms with the Village, and to commence mobilization upon execution of a written contractual award. Please contact the undersigned with any questions or requests for additional documentation.

Sincerely,

James A. Miller - President

Summit Operations, Inc.
Phone: (575) 937-3762
Email: summitenterprises05@gmail.com

SUMMIT OPERATIONS INC

Summit Operations, INC.

UEI or **DUNS**: 105211888
Physical Address: 117 State Highway 220, Alto NM
Primary Contact: James Austin Miller
Phone Number: (575) 937 – 3762

CAGE: 9XW98
Mailing Address: P.O. Box 1460 Alto, NM 88312
Title: President
Email: summitenterprises05@gmail.com

Date: June 8, 2026

To: Procurement Manager
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Re: RFP #2026-009P — Statement Concerning Additional Terms and Conditions

Dear Procurement Manager:

Pursuant to the requirements of RFP #2026-009P, Summit Operations, Inc. hereby certifies that, as of the date set forth above, it has no additional terms and conditions to propose beyond those expressly included in our submitted proposal and the attachments referenced therein.

Summit Operations, Inc. acknowledges that any proposed modifications, exceptions, or additional contractual terms must be submitted in writing during the procurement process in accordance with the procedures set forth in the RFP. Summit Operations, Inc. further acknowledges that, if selected for award, any subsequent proposed changes to its terms and conditions shall be subject to negotiation with the Village and may be accepted or rejected at the Village's sole discretion.

This statement is provided without prejudice to Summit Operations, Inc.'s right to propose discrete, specific contractual language for the Village's consideration during formal negotiations following selection, should circumstances require clarification or adaptation of the contract terms to facilitate performance. Any such proposed language will be accompanied by a concise explanation of purpose and impact and will be submitted only in accordance with the RFP's procedures.

Sincerely,

James A. Miller – President
Summit Operations, Inc.
Summitenterprises05@gmail.com | (575) 937 – 3762

RESPONSE TO SPECIFACATIONS

F. 1.) Experience and Past Performance

Summit Operations, Inc.

James A. Miller | President | (575)-937-3762

SUMMIT OPERATIONS INC

Summit Operations, INC.

UEI or **DUNS**: 105211888 **CAGE:** 9XW98
Physical Address: 117 State Highway 220, Alto NM
Mailing Address: P.O. Box 1460 Alto, NM 88312
Primary Contact: James Austin Miller **Title:** President
Phone Number: (575) 937 – 3762 **Email:** summitenterprises05@gmail.com

Response to Specifications (1. Experience and Past Performance)

CORE COMPETENCIES:

- Fire & Flood Disaster Recovery
- Tree clearing and thinning
- Turnkey septic system installation (evaluation, excavation, installation, inspection coordination)
- Septic system repair, replacement, and emergency response
- Excavation and site preparation (grading, trenching, land clearing)
- Backfill, compaction, and site restoration
- Permitting and regulatory compliance support

DIFFERENTIATORS:

- **Rapid Mobilization:** Capable of quick response for urgent and time-sensitive projects
- **Remote & Challenging Terrain Capability:** Proven performance in rural and hard-to access areas
- **Modern Equipment Fleet:** Increases efficiency and ensures precision work
- **Reliable Project Delivery:** Committed to timelines, budget control, and quality outcomes

NAICS / PSC Codes:

562910 – Remediation Services	**237110** – Water and Sewer Line and Related Structures Construction
562119 – Other Waste Collection	**238910** – Site Preparation Contractors
624230 – Emergency & Other Relief Services	**562991** – Septic Tank and Related Services
561730 – Landscaping Services	**562111** - Solid Waste Collection
484220 – Specialized Freight	**562998** - All Other Miscellaneous Waste Management Services

PAST PROFORMANCE

Client/Agency: Southwest Contracting & Associates, LLC
Contract/Task: Ruidoso WUI Lincoln County Buffer $216,432.50
Dates: December 2025 – Current **Brief scope:** Tree Thinning and Removal for fire prevention
POC: Cody Wilson **Phone/Email:** 575-937-2724 / cody.wilson@swcontracting.net

Client/Agency: RM Environmental Services, LLC
Contract/Task: South Fork / Salt Fire Emergency Watershed Protection Project 918320 $7,553.265.89
Dates: October 2024 to Current **Brief scope:** Sediment Removal, HESCOs & Gabion Basket Installation **POC:** Jady King. **Phone/Email:** 817-983-3558 / jady@rmeservices.com

Summit Operations, Inc. has direct, recent, and sustained experience delivering disaster debris-removal and post-disaster recovery services to federal, state, local, and private clients. Our work portfolio demonstrates successful execution on wildfire- and flood-related projects, timely mobilization under emergency conditions, rigorous safety and environmental controls, and fully auditable documentation supporting federal reimbursement programs (NRCS, DRC, FEMA).

2023 | Pond retention and sediment ponds / hauling debris

2024 | Flood mitigation / erosion control

2024 | Fire-damage demolition and debris removal

2025 | Post-fire flood recovery and site restoration, sediment & debris removal, HESCO and Gabion basket installation – South Fork / Salt Fire Areas

2026 | Post-fire recovery and site restoration, sediment & debris removal, HESCO and Gabion basket installation, Riprap and concrete installation

Project 1

Project Title: Flood Mitigation, Sediment Ponds and Erosion Control – Blue 2 Fire
Client/Agency: NRCS / MP Chavez, LLC
Period of Performance: Summer 2023 - 2024

Scope of Work:

- Designed and constructed retention ponds along the Bonito River / Bonito Lake
- Performed site assessment and earthwork / excavation operations
- Implemented erosion-control measures and revegetation

- Restored roadways and access points

Key Responsibilities:

- Managed and performed excavation and grading activities
- Coordinated with local authorities to reduce downstream impacts
- Ensured environmental compliance throughout project execution

Key Achievements / Results:

- Reduced anticipated flood and sediment transport risks following wildfire activity
- Delivered effective mitigation infrastructure under time-sensitive conditions

Relevance to Current Solicitation:
Demonstrates capability in flood mitigation, erosion control, and post-disaster environmental protection—directly applicable to debris management and recovery contracts.

Project 2

Project Title: Fire-Damage Demolition, Debris Removal, and Installation of Flood Barriers & HESCOs– South Fork / Salt Fire
Client/Agency: Private Property Owners
Period of Performance: Summer 2024

Scope of Work:

- Demolition and removal of fire-damaged residential structures
- Hazardous-material handling and safety precautions
- Debris segregation for disposal and recycling
- Installed flood barriers and HESOCs

Key Responsibilities:

- Executed safe structural demolition
- Managed debris sorting, hauling, and disposal
- Maintained compliance with local and state environmental regulations

Key Achievements / Results:

- Successfully cleared multiple fire-damaged properties
- Ensured safe handling of hazardous materials
- Achieved compliant disposal and recycling outcomes

- Protected structures that were still standing

Relevance to Current Solicitation:
Demonstrates core competency in debris removal, demolition, and environmental compliance under disaster conditions.

Project 3

Project Title: Post-Fire Flood Recovery and Site Restoration – South Fork / Salt Fire Area
Client/Agency: Coordinated with NRCS and DRC
Period of Performance: Fall 2024 - ongoing

Scope of Work:

- Dirt work and site restoration following post-fire flooding
- Channel and grade repairs
- Sediment removal and regrading
- Site stabilization

Key Responsibilities:

- Coordinated with Natural Resources Conservation Service and Disaster Recovery Center programs
- Complied with federal documentation and inspection requirements
- Supported reimbursement and grant processes

Key Achievements / Results:

- Restored damaged sites and improved stability
- Successfully met federal program compliance standards
- Demonstrated ability to operate within government recovery frameworks

Past Performance

- Successfully completed multiple wildfire and flood recovery projects
- Demonstrated compliance with federal and state program requirements
- Proven ability to coordinate with agencies, local governments, and private stakeholders
- Delivered projects safely, on time, and in accordance with environmental regulations

Key Differentiators

- End-to-end debris management (assessment through disposal and restoration)

- Rapid mobilization for emergency and disaster-response scenarios
- Experience coordinating with federal programs and regulatory agencies
- Strong environmental compliance and documentation practices
- Ability to perform both public-sector and private-sector work to equivalent standards

Teaming Approach

Summit Operations, Inc. maintains relationships with certified arborists, asbestos abatement contractors, steep-slope rigging teams, grinding/log-processing firms, and heavy-haul vendors. We prequalify subs for insurance, safety performance, and documentation capability, enforce flow-down terms, and integrate subcontractor into our overall project controls to ensure consisten

RESPONSE TO SPECIFACTIONS

F. 2.) Technical Approach and Understanding of Scope

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Response to Specifications (2. Technical Approach and Understanding of Scope)

Summit Operations, Inc. understands the Village of Ruidoso Scope requires a complete, FEMA-compliant emergency debris removal program that: rapidly restores safe access (emergency roadway clearance within 70 working hours), identifies and removes eligible disaster debris (vegetative, C&D, sand/silt/rocks, white goods, wreckage), performs hazardous-tree/stump removal per federal criteria, establishes and operates Village-approved DMS/TDSRS sites (including reduction/grinding), hauls and disposes of reduced and unreduced debris at approved facilities, remediates DMS sites to pre-use conditions (including environmental testing), and provides full documentation to support FEMA/NM reimbursement. All work must protect public safety, comply with local/state/federal rules, and avoid private-property solicitation.

1. **Mobilization & Initial Coordination**
   - Immediate Actions: Upon Notice to Proceed, deploy a Mobilization Team (Site PM, HSE Lead, Debris Monitoring Lead, certified Arborist/Monitor) to coordinate with the Village Authorized Representative, review designated work areas, confirm DMS proposals, and finalize traffic/permit needs.

   - Documentation: Submit Mobilization Plan, crew/equipment manifest, contact list, and initial DMS Pre-Use Condition Reports for Village approval within the mobilization window.

   - Command & Control: Establish Incident Command structure on site with clear Village liaison, daily briefing with thoroughness, and 24/7 emergency contact lines.

2. **Rapid Reconnaissance, Prioritization & Work Plan Development**
   - GIS Recon & Tagging: Conduct GIS-mapped reconnaissance and hazard tagging; identify life/safety risks, primary routes, critical infrastructure, and environmental sensitivities. Use certified Arborist for hazardous tree identification per FEMA criteria.

   - Prioritization & Pass Planning: Produce a zone-based work plan showing sequence of passes (one-pass emergency clearance followed by systematic removal passes); all movement between zones requires Village approval.

- ROE & Private-Property Controls: Confirm ROEs in writing before any private property entry; enforce prohibition on private solicitation.

3. **Emergency Roadway Clearance Execution (70-Hour Requirement)**
   - Rapid-Response Crews: Deploy chainsaw/felling crews, loaders, and haul units to perform one-pass clearance to reopen lanes and restore emergency access within seventy (70) working hours per Notice to Proceed.

   - TCP & Public Safety: Implement MUTCD/NMDOT-compliant traffic control, signage, and flagging; maintain spotters and exclusion zones.

   - Documentation: Certify equipment/labor used, start/finish times, zones worked, and produce immediate field logs and geotagged photos for each clearance segment.

4. **Hazardous Tree, Limb & Stump Removal (FEMA Eligibility)**

Hazardous Tree Removal

Eligibility & Identification

- Criteria: Trees ≥6" diameter at 4.5' (DBH) identified by NMDOT/procuring entity, Monitor, or certified Arborist as hazardous when one or more conditions exist: lean >30° from vertical, >50% canopy loss, split trunk exposing heartwood, or certified as likely mortality within 5 years.
- Proximity Qualification: Upslope trees qualifying when within 2× tree height of ROW/infrastructure; downslope trees qualifying when within 1× tree height. Steep-slope rules apply (slope ≥26.75° continuous for ≥1 tree height).
- Pre-Removal Survey: Certified Arborist conducts field survey and records DBH, estimated tree height, lean direction/angle, canopy condition, decay/heartwood exposure, distance to infrastructure, GPS location, and photo documentation. Arborist places an eligibility tag/number on each tree and signs off on the hazardous-tree ticket prior to removal.

Work Planning & Permits

- Work Plan: Project Manager prepares a site-specific Removal Work Plan per lot or reach that includes scope, sequence, crew/equipment assignments, traffic control, erosion controls, environmental/permit requirements, utility locates (NM One Call 811), and emergency/rescue procedures.

- ROE & Owner Coordination: Obtain signed ROE before private-property work; document owner disposition choice (chip/leave/haul). Provide homeowner notification and scheduled removal window.

Safety & Personnel Qualifications

- Personnel: Use certified fallers, trained riggers, licensed heavy-equipment operators, and certified arborists. All field personnel must have required training (OSHA 10/30, chainsaw safety, rigging/faller certification). HSE Lead conducts pre-task briefings and enforces HASP.
- PPE & Controls: Mandatory PPE (helmet, eye/face protection, hearing protection, cut-resistant chaps, gloves, high-visibility vest). Establish exclusion zones and traffic controls per MUTCD. Use spotters and communications radios on steep and confined sites.
- Rescue & Rigging: For steep or technical removals, have rescue-trained personnel, anchor points, redundant rigging, and documented rescue plan on-site.

Methods & Equipment

- Felling: Use best-method selection—ground felling, benching, or directional felling—based on slope, proximity to infrastructure, and site hazards. For steep slopes use anchored rigging, controlled lowering, winches, or aerial lifts/cranes.
- Limbing/Topping/Bucking: Limb from top down; top where necessary to gain control; buck to manageable lengths for decking or transport. Follow arborist guidance for cuts to minimize collateral damage.
- Flush Cutting: Aim for flush cuts between 6–12 inches above grade where safe and permitted. Document and obtain approval for exceptions (fence, utilities, slope) where stump heights 12–24 inches may remain.
- Equipment: Chainsaws, chippers, skid steers, excavators with grapples, tracked masticators, winches, cranes or aerial lifts, trucks for log hauling, and specialized steep-slope rigging gear.

Debris Collection, Segregation & Loading

- Decking: Deck logs at ROW per Work Plan; segregate logs, tops, and chips. Mark ROE-designated materials to be left on property.
- Chipping/Broadcast: Chip where it is permitted and broadcast chips for erosion control; ensure chip depth ≤3" in any one location unless otherwise authorized. Avoid placing chips in drainage features or sensitive habitat.

- Haul & DMS: Haul non-chippable material to approved DMS; provide load tickets, manifests, and GPS/photo evidence for each load.

- Owner Option: For ROE trees, if owner elects to retain material, document acceptance and sign release; contractor may split/stage logs per firewood program instructions.

Documentation & FEMA Eligibility

- Hazardous Tree Tickets: For each tree, produce a ticket with tag number, DBH, estimated height, lean angle, eligibility reason, GPS/photo, arborist/monitor signature, and disposition (chip/haul/leave). Submit digital tickets daily.

- QA: Debris Monitoring Lead conducts random ticket audits, stump-height verifications, and photographic verification prior to payment. Maintain chain-of-custody records linking tickets to DMS receipts or homeowner releases.

- Reporting: Include hazardous-tree inventory summary in weekly and final reconciliation packets for FEMA reimbursement support.

Environmental Protection & BMPs

- Erosion Controls: Install silt fence, wattles, or sediment traps before ground-disturbing operations and re-install after completion where required. Protect riparian buffers and avoid channel disturbance.

- Cultural & Species Protections: Stop work and notify procuring entity if potential cultural resources or protected species are found; follow monitor/agency instructions.

- Fuel/Spill Controls: Maintain drip pans and spill kits; refuel equipment in designated areas away from waterways.

Steep-Slope Specific Requirements

- Steep Slope Operations Plan: Submit a Steep Slope Operations Plan for each steep area (slope ≥26.75° over ≥1 tree height) including hazard analysis, rigging plan, equipment list, access plan, erosion controls, and rescue plan. Obtain approval before work.

- Techniques: Use mechanical anchors, engineered lowering systems, aerial lifts, or winch-assisted removals; limit ground disturbance and use hand crews where equipment cannot safely access.

- Stump & Debris Stabilization: After removal, stabilize the slope using erosion matting, wattles, temporary seeding, or rip rap as required to prevent rock/soil sloughing.

Incidental Trees & Access

- Incidental Removal: Remove incidental trees only when necessary to safely access or remove eligible hazardous trees. Document justification on the hazardous-tree ticket and include arborist/monitor sign-off.

- Minimizing Impact: Limit incidental removals to the minimum necessary and restore disturbed ground per BMPs.

Quality Control, Acceptance & Closeout

- Acceptance: Monitor or certified arborist must verify eligibility and sign acceptance before payment. Contractor to correct non-conforming stump heights or debris disposition per QA directives.

- Closeout: Provide per-tree closeout summary, geotagged photos, DMS receipts, and homeowner release forms where applicable. Archive all records for FEMA audits and contract retention period.

Production Rates & Scheduling

- Production Estimates: Provide estimated trees-per-day rates by crew type (e.g., feller crew with chipper and 2 trucks; steep-slope crew with rigging) and anticipated mobilization timelines. Adjust scheduling for weather, access, DMS capacity, and permit constraints.

- Emergency Prioritization: Prioritize removals that restore safe access, clear primary roads, or mitigate immediate public-safety hazards per procuring-entity direction.

Subcontractor Use & Oversight

- Subcontractors performing removals must be prequalified, insured, and follow flow-down HSE, QA, and documentation requirements. Prime Contractor conducts oversight, daily coordination, and audits.

- Loading Protocol: No partial pile removal; no debris left on road surface; no single piece larger than 12" remaining. All loads documented with GPS-enabled load tickets, timestamps, and photos.

5. Snow Related Road Clearing

Eligibility & Identification

- Criteria: Snow-removal operations under this contract address emergency snow and ice events that create immediate threats to life, public health and safety, or significant damage to public infrastructure (blocked primary roads, emergency access routes, critical public facilities). Routine winter maintenance (ordinary seasonal snow control) is excluded unless specifically authorized by the Village as an emergency event.

- Priority Routes: The Village will designate priority routes and critical facilities (emergency corridors, hospitals, fire stations, main arterials). Crews will treat these routes as first priority for one-pass clearance to restore safe, passable travel.

- Pre-Work Survey: Site PM and HSE Lead conduct an initial assessment documenting route condition, estimated snow depths, drifting/snowpack hazards, ice locations, blocked drainage, and potential hazards (downed trees, power lines). GPS/photo documentation is taken at mobilization.

Work Planning & Permits

- Snow-Removal Work Plan: The Project Manager prepares a site-specific Snow Response Plan for each mobilization covering scope, route sequencing, crew/equipment assignments, traffic control requirements, de-icing material use, drainage protection, environmental considerations (salt runoff), and emergency/rescue procedures.

- Village Coordination & Authorization: Village Authorized Representative will provide written tasking and route priorities. Any snow work on state or federal roadways will follow required agency coordination and permit conditions if applicable.

- Temporary Access & ROE: Where snow has drifted onto private access but Village authorization has been given to clear to restore public access, obtain written authorization or record Village directive; no private solicitation.

Safety & Personnel Qualifications

- Personnel: Crews comprise certified equipment operators and flaggers; supervisory staff include Site PM and HSE Lead. Operators trained in winter

operations, vehicle stability, and cold-weather safety. HSE Lead enforces cold-weather protocols and daily briefings.

- PPE & Controls: Cold-weather PPE: insulated hi-vis garments, waterproof boots with traction, gloves, eye protection, and layered thermal clothing. Establish exclusion zones for equipment operations; flaggers and spotters used at driveways, intersections, and confined access areas.

- Emergency & Rescue: Crews equipped with tow/ recovery gear, first-aid kits, and communications; rescue procedures for stranded vehicles or personnel included in the Snow Response Plan.

Methods & Equipment

- Clearing Methods: Use a tiered approach — plowing to reestablish lanes, pushing/drifting management, snow blowing for obstructed sidewalks or tight areas, and manual clearing where machinery cannot access. Ice removal via de-icing materials or mechanical scraping where required.

- De-icing: Apply approved de-icers (salt, sand/salt mixes, or alternatives) per environmental BMPs and Village guidance; use measured application rates to balance safety and environmental impacts. Avoid over-application near sensitive waterways and vegetation.

- Drainage Protection: Protect catch basins and drainage inlets from clogging; where snow/ice obstructs drainage, coordinate temporary placement of berms and ensure post-event removal to prevent sediment and pollutant flow.

- Equipment: Excavators, front-end loaders, graders, snow blowers, skid steers with snow attachments, dump trucks for hauling snow where required, salt/sand spreaders, snow-melter units (if used), and ATVs/UTVs for pedestrian zones.

Operational Controls & Environmental Protections

- Minimize Environmental Impacts: Use pre-approved de-icing products and BMPs to limit chlorides and sedimentation into waterways. Contain and collect contaminated meltwater where petroleum or other pollutants are present, and coordinate disposal with Village/NMED as needed.

- Protect Infrastructure: Avoid plow damage to curbs, sidewalks, underground utilities, and landscaping; use markers to identify features. Use low-impact plow blades in sensitive areas.

- Salt & Material Management: Stockpile de-icing materials at approved locations with containment; track material use and provide delivery/tipping receipts as required.

6. **DMS / TDSRS Site Operations and Reduction**
   - DMS Selection & Approval: Propose additional DMS sites if tasked; submit DMS Pre-Use Condition Report and Site Layout Plan for Village approval prior to operation.

   - Intake & Inspection: Install inspection towers and staff intake lanes to inspect, accept/reject loads, and record DMS intake using tower logs and digitized receipts.

   - Reduction & Handling: Operate chippers/grinders per environmental controls; broadcast chips only where permitted (≤3" depth) or grind and haul mulch to approved facilities. Segregate ineligible/HHW for special handling.

   - Environmental Controls & Remediation: Implement silt fences, dust control, containment areas for hazardous materials, and fire prevention. Restore DMS to pre-use condition and provide soil/groundwater sample results as required by Village/NMED.

7. **Haul-Out, Disposal & Pass-Through Costs**
   - Approved Facilities: Haul reduced/unreduced debris only to Village-approved final disposal/DMS sites; obtain acceptance letters and retain weigh tickets/manifests.

   - Pass-Through Billing: Submit tipping/disposal invoices with matching scale/weigh ticket numbers and load ticket references for Village reimbursement. Provide proof of payment to disposal sites per contract.

8. **Documentation, Monitoring & FEMA Reimbursement Support**

- Digital Load-Ticketing: GPS-enabled tickets with origin lot ID, truck ID, cubic yards/tons, arborist signature (where applicable), and photo evidence uploaded daily.

- Reconciliation: Daily reconciliation of tickets to DMS receipts and grind logs; submit weekly reconciliation packet for Village review. Monthly invoice packet to include full backup for FEMA submission.

- Audit Readiness: Maintain an indexed archive of tickets, permits, photos, DMS receipts, payroll, and subcontractor invoices for the required retention period.

9. Environmental Compliance & Safety

- HASP & Training: Implement project HASP, daily JHAs, toolbox talks, and required training (OSHA 10/30, HAZWOPER when applicable). HSE Lead enforces stop-work authority.

- Environmental Protections: Protect waterways with turbidity controls, prevent sediment runoff, and follow cultural resource pause-and-notify procedures. Coordinate immediately with Village or NMED if contamination discovered.

- PPE & Monitoring: Air monitoring and respirator use as directed for asbestos/silica or ash; proper PPE for crews; incident reporting and corrective-action tracking.

10. Quality Assurance (QA) / Quality Control (QC), Acceptance & Closeout

- QA Regimen: Daily field checklists, random ticket audits, stump-height checks, chip-depth inspections, and weekly formal QA reports. Nonconformances logged as NCRs with corrective actions.

- Acceptance: Work accepted per Village Authorized Representative/Monitor sign-off. DMS closure documentation and pre/post photos required.

- Final Closeout: Deliver final reconciliation, DMS closure certification, restored DMS sites (with lab sampling results), owner releases, and a complete audit package for FEMA.

11. Operational Capabilities & Resources

- Rapid Mobilization: On-call crews, spare equipment inventory, and prequalified subcontractor roster for surge capacity.

- Fleet & Equipment: Chainsaws, chippers, grinders, excavators, loaders, winches, cranes/aerial lifts, water trucks, dump/truck fleets, inspection towers, and sample collection kits.

- Personnel: Program Manager, Site PM, HSE Lead, Debris Monitoring Lead, certified arborists, certified fallers, equipment operators, DMS managers, and trained tower inspectors.

12. Compliance with Contract Requirements

- Strict adherence to definitions (hazardous tree/limb/stump), DMS remediation standards (soil/groundwater sampling), prohibition on private solicitation, and no partial pile removal.

- Work sequencing and movement between designated areas only by written Village authorization.
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- Payment documentation and pass-through disposal invoicing will be provided exactly as required.

13. Key Advantages for the Village

- Proven FEMA-aligned processes and documentation systems to maximize reimbursement and minimize audit findings.

- Rapid, compliant emergency clearance capability to meet the 70-hour requirement.

- Integrated DMS operations with environmental remediation expertise to restore sites to pre-use condition.

- Clear, auditable chain of custody from origin to final disposal.

14. Deliverables

- Mobilization Plan, DMS Pre-Use Condition Report, daily field reports, digital load tickets, weekly reconciliation packets, monthly invoice packets with backup, DMS closure certification with lab results, and final audit package.

Summit Operations' technical approach is purpose-built to meet the Village of Ruidoso's requirements: rapid emergency roadway clearance; accurate FEMA-eligible debris identification and removal; secure, compliant DMS operations with full remediation; and complete, defensible documentation to support reimbursement. We will execute all work safely and transparently, coordinating closely with the Village and designated monitors. Summit Operations, Inc. also maintains a vetted subcontractor network to ensure rapid surge capacity, minimizing disruption and restoring normal operations as quickly as possible.

RESPONSE TO SPECIFACTIONS

F. 3.) Emergency Response Capability and Mobilization

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Response to Specifications (3. Emergency Response Capability and Mobilization)

Summary Summit Operations delivers proven, rapidly mobilizable emergency response capability with scalable resources, prequalified subcontractor networks, and logistics systems to meet immediate life/safety missions (including the 70-hour emergency roadway clearance requirement) and sustain extended debris-removal operations. Our approach emphasizes readiness, rapid decision-making, safety, and continuous documentation to support Village needs and federal reimbursement.

1. **Rapid Mobilization Readiness**
    - Guaranteed emergency clearance commitment: Summit guarantees mobilization and execution to meet the Village's 70-hour emergency roadway clearance requirement. Upon Notice to Proceed we will prioritize life/safety routes and complete one-pass lane clearance to restore safe, passable travel within 70 hours unless extended in writing by the Village.

    - Immediate response team (within 24 hours): A triage/assessment team (Site PM, HSE Lead, Debris Monitoring Lead, certified arborist) is deployable within 24 hours to validate priorities, confirm TCPs, identify hazards, and begin documentation and sequencing. This team establishes the Incident Command interface with the Village Authorized Representative and prepares the 70-hour clearance execution plan.

    - Roadway clearance crews (rapid surge for 70-hour mission): Dedicated rapid-clearance crews (chainsaw teams, loaders, haul units, flagging) are staged and ready for deployment so that physical clearance work begins within 24–36 hours and is sustained to meet the 70-hour pass-ability deadline. Crews operate in shifts with a defined relief schedule to maintain continuous productivity and worker safety.

    - Staged, scalable full mobilization (sustained operations): While we focus first on the 70-hour clearance, we simultaneously initiate staged mobilization for sustained recovery — additional removal crews, DMS setup teams, grinders, and hauling fleets are activated and fully operational within 7–14 days (timeline scaled to scope and distance). This phased approach prevents resource shortfalls during extended operations.

- Pre-staged resources and surge capacity: Summit maintains on-call crews, spare critical equipment, and pre-packed mobilization kits (PPE, radios, forms, GPS/tablet credentials, sample load tickets, TCP signage) for immediate dispatch. We also pre-position key assets regionally when notified of elevated risk to shorten travel and setup times.

- Logistics & coordination to meet the deadline: Mobilization includes rapid procurement of local fuel/parts, priority routing and escort coordination, immediate DMS pre-use submittals, and direct communications with Village, monitors, and permitting authorities to remove administrative barriers to rapid clearance.

- Measurable confirmation & reporting: We provide hourly/shift status updates during the 70-hour window, including crew locations, completed route segments, photographic evidence, equipment hours, and any impediments with proposed mitigations — ensuring transparency and Village oversight throughout the mission.

This readiness posture — focused on an auditable, crewed, and equipment-backed 70-hour clearance guarantee — combines the immediacy of rapid response with the realism of staged scaling for longer recovery, assuring the Village of timely restoration of safe roadways with continuous safety and documentation.

2. **Personnel Capacity & Organization**

Summit maintains a mission-ready staffing structure built for immediate response, sustained throughput, and seamless coordination with Village leadership and monitors.

<u>Core In-House Team</u>

- Program Manager — overall contract performance, client liaison, and escalation authority.

- Project Manager(s) — day-to-day operations, scheduling, and resource allocation.
- HSE Lead — implements HASP, conducts JHAs, enforces stop-work, and manages incident response.

- Debris Monitoring Lead — oversees digital load-ticketing, reconciliation, and FEMA documentation readiness.

- Technical Specialists — certified arborists, certified fallers, and steep-slope rigging supervisors.

- Operators & Field Staff — experienced heavy-equipment operators, CDL drivers, DMS managers, and tower inspectors.

Mission-Optimized Crew Types (scalable and interoperable)

- Rapid Clearance Strike Team — Crew Lead + 2 chainsaw/ground crew members + loader operator + dump-truck driver (3–6 personnel). Trained and equipped to perform one-pass, life-safety roadway clearance within the 70-hour window and hand off to follow-on crews.

- Standard Removal & Reduction Crew — Feller/chipper configuration: 1 chipper operator, 2 certified sawyers, and 2 drivers/laborers. High daily throughput for organized removal, segregation, and staging to DMS.

- Steep-Slope / Technical Rigging Team — Certified Arborist lead, 2 certified riggers, and 2 ground laborers. Engineered rigging, remote lowering, and rescue-trained for hazardous terrain.

- DMS Operations Team — DMS Manager, 2–3 tower inspectors/intake technicians, grinder/chipper operators, and traffic control techs to maintain intake integrity and reduction throughput.

Surge & Redundancy Capability

- Prequalified surge pool of operators and laborers (seasonal staff and trusted subcontractors) ready for rapid onboarding to expand crews or establish parallel strike teams.

- Cross-training and role redundancy ensure continuous operations during shift rotations and equipment maintenance windows.
- Subcontractor Manager enforces prequalification, insurance, safety flow-down, and documentation standards to integrate external teams quickly and reliably.

Integration With Mobilization Readiness

- Crews are pre-configured and pre-kitted for immediate dispatch from our staged mobilization posture; team leads carry preloaded load-ticket templates, TCP kits, and communication gear to begin execution within the 24–36 hour rapid-response window

- Staffing scale-up follows an organized surge plan: initial strike teams focus on 70-hour clearance while additional crews and DMS teams mobilize to sustain removal and reduction beyond the emergency phase.

This organizational design delivers the right mix of leadership, technical specialists, sustained labor, and rapid surge capacity — ensuring safe, efficient, and fully documented debris removal operations that meet the Village's emergency timelines and long-term recovery needs.

3. **Equipment Fleet & Reliability**
   - Owned & maintained fleet (include but not limited to): chippers (24"–36"), grinders, excavators, dozers, loaders, skid steers, tandem/dump trucks, water trucks, street sweepers, winches.

   - Spare equipment & redundancy: maintain backup units and a preventive maintenance schedule to prevent critical downtime.

   - Fuel & parts logistics: mobile fueling plans, on-site spare parts kits, and rapid vendor parts escalation to sustain prolonged operations.
4. **Subcontractor Network & Prequalification**
   - Prequalified partners: certified arborists/monitors, asbestos abatement firms, steep-slope rigging specialists, large-capacity grinders, landfill/hauling partners, and specialty environmental labs.

   - Prequalification standards: verify insurance, EMR, certifications, equipment, references, and document control capability.

   - Flow-down & integration: subcontractor agreements include safety, QA/QC, documentation, and FEMA recordkeeping requirements; daily coordination managed by our Subcontractor Manager.

5. **Logistics, Staging & DMS Capability**

- DMS readiness: rapid identification, pre-use assessment, layout planning, permitting checklist, intake tower setup, and environmental controls to begin operations quickly.
- Traffic & public safety: rapid TCP deployment with MUTCD-compliant devices, flagging, and Traffic Control Supervisor for each lane closure or DMS access road.
- Supply chain: preidentified suppliers for aggregate, riprap, seed, fuel, and erosion-control materials with standing purchase arrangements to accelerate procurement.

6. Communications & Command Structure

- Chain of Command: Clear, single line of authority — Program Manager → Project Manager → Site PM → Crew Leads. All field activity and decisions flow through this structure to maintain accountability and fast decision-making.

- Village & Monitor Interface: Designated Project Manager will serve as the primary liaison to the Village Authorized Representative and to the Monitor/Arborist. All requests for scope changes, zone movement, or ROE authorizations pass through this liaison to ensure written approvals before action.

- Daily Operations Rhythm:
  - Morning brief: Site PM runs a daily kickoff briefing covering objectives, safety topics, equipment/crew assignments, and critical permits.
  - Shift handover: Standardized shift reports and verbal turnover to maintain continuity between crews.
  - End-of-day closeout: Crew Leads submit daily field reports, photos, and ticket summaries to the Site PM before demobilizing

- Escalation & Decision Protocols: Tiered escalation matrix with response timelines: crew issues → Site PM (immediate), technical/environmental or safety issues → Project Manager (within 1 hour), contract or policy-level issues → Program Manager (within 4 hours). Emergency safety stop authority rests with any crew member; Site PM notified immediately.
- Communications Methods & Redundancy: Primary communications via company radios and cellular; secondary via satellite phone if cellular unavailable. Email and

secure cloud for documentation and formal notices. Radio check and communications test conducted at each shift start.

- Information Systems & Reporting: Cloud repository for digital load tickets, GIS progress maps, daily field reports, and KPI dashboards. Field crews use GPS-enabled devices and mobile upload capability for real-time ticketing and photo evidence. Debris Monitoring Lead performs daily reconciliation and publishes a daily summary to the Village liaison.

- Contact & Notification List: Maintain an up-to-date contact roster (Program Manager, Project Manager, Site PM, HSE Lead, DMS Manager, tower inspectors) with 24/7 phone numbers and escalation contacts; provide to the Village upon mobilization.

7. Safety & Compliance During Surge Operations

- HASP enforcement and daily JHAs for each task; HSE Lead performs audits and stop-work authority.

- Rapid onboarding and site orientation for surge/subcontractor personnel, including required certifications (OSHA 10/30, chainsaw, HAZWOPER if applicable).

- Industrial hygiene support (air monitoring) and asbestos screening protocols for accelerated demolition sequences.

8. Sustained Operations & Resilience

- Shift scheduling & crew rotation: planned shifts and relief crews to sustain 10–12 hour production shifts while minimizing fatigue.

- Equipment maintenance rotation and service points to keep output continuous.

- Contingency plans for weather, site restrictions, permit delays, and disposal-site capacity constraints (alternate DMS/facility options identified).

9. Proven Performance Examples

a.) Blue 2 Fire (Bonito River) — rapid mitigation and retention-pond construction, coordinated with NRCS under urgent post-fire flood risk conditions.

b.) South Fork Fire — demolition, hazardous-tree removal, and staged DMS operations under compressed schedules with documented load-ticket and DMS reconciliation accepted by recovery monitors.

c.) Post-fire flood recovery (Winter 2025) — sustained sediment removal and restoration operations in coordination with NRCS/DRC demonstrating extended operational capacity and compliance.

10. Mobilization Deliverables & Checklists

- Mobilization Plan (24-hour submit), crew/equipment manifest, DMS Pre-Use Condition Report, TCP submittal, HSE orientation log, digital ticketing access credentials, and initial daily work plan.
- Daily deliverables: morning huddle notes, crew assignments, equipment uptime log, safety brief sign-ins, and end-of-day reconciliation uploads.

11. Pricing & Emergency Authorization

Emergency Rates:

Summit provides predefined, itemized unit rates for immediate emergency work, including hourly crew and equipment rates for roadway clearance, mobilization/demobilization fees, standby/standby-by charges, mileage/haul bands, and after-hours/weekend/holiday call-out premiums. These published rates enable the Village to authorize immediate tasking without delay.

Disposal & Pass-Through Costs:

Disposal/tipping fees are invoiced as a pass-through with no markup and will be reimbursed upon submission of matching scale/weigh tickets and vendor invoices.

Authorization & Change Control:

The Village's written tasking (email, field order, or written work order) referencing the applicable unit rates constitutes authorization to proceed. Any work outside the contracted scope or not covered by the published unit rates will require a written change order prior to performance, except for documented immediate safety actions; emergency safety actions will be performed, documented, and submitted for retroactive written authorization.

Documentation & Billing:

All emergency work will be invoiced with full supporting documentation (digital load tickets, crew/equipment time logs, DMS receipts, weigh tickets and photos). Rates submitted herein will remain firm for the period specified in the RFP.

Efficiency & Transparency:

This pricing structure prioritizes rapid response while ensuring transparent, auditable billing that supports Village approval and FEMA reimbursement.

12. Continuous Improvement & After-Action

Conduct a formal post-incident After-Action Review (AAR) within 30 days of task completion to evaluate performance against objectives, KPIs, safety outcomes, and documentation completeness.

Convene a Lessons-Learned workshop with field crews, subcontractors, QA/QC, and HSE to identify root causes, successful practices, and corrective actions.

Produce a concise AAR report listing prioritized improvements, responsible owners, target completion dates, and metrics to confirm effectiveness.

Update SOPs, mobilization checklists, DMS plans, training curricula, and equipment staging procedures based on validated lessons.

Implement follow-up verification audits and refresher trainings to ensure changes are embedded and measurable in subsequent activations.

Conclusion

Summit Operations, Inc. maintains a mission-ready posture — personnel, equipment, subs, and logistical systems prepped for immediate deployment and scalable to meet the Village's emergency and sustained debris-removal requirements. Our tested mobilization processes, redundancy, and coordination experience ensure timely emergency roadway clearance and long-duration recovery operations with safety, compliance, and documentation prioritized throughout.

RESPONSE TO SPECIFACTIONS

F. 4.)*Compliance, Documentation, and Reimbursement Support*

Summit Operations, Inc.

James A. Miller | President | (575) 937-3762

Response to Specifications (4. Compliance, Documentation, and Reimbursement Support)

Summit Operations, Inc. maintains a documented, auditable compliance and documentation system designed to meet federal (FEMA/FMCSA/OSHA/EPA), state (NMED, NMDOT), and local Village requirements. Our integrated approach combines trained personnel, digital systems, standardized forms, QA/QC auditing, and proven workflows that produce FEMA-grade deliverables and minimize audit risk while ensuring environmental protection and public safety.

1. **Compliance Framework**

Regulatory inventory & mapping: We maintain a compliance matrix that maps each task and line item to applicable authorities and guidance (FEMA PAPPG/DSGs, NMDOT standards, New Mexico Forestry BMPs, NMED, OSHA). This matrix is used in work planning, field checklists, and QA verification.

Permitting & approvals: Summit identifies required permits (DMS pre-use, SWPPP, road/traffic permits, air or burn permits, Section 401/404 coordination) and submits permit packages prior to mobilization. We track permit expirations and conditions in a permit register.

2. **Digital Load-Ticketing & Chain of Custody**

GPS-enabled load tickets: Field crews use standardized, digital load tickets (mobile app / tablet) capturing ticket ID, origin lot/ROE, ticketed volume (cyd or ton), debris type, truck ID, operator, arborist/monitor sign-off (where required), time/date, and geotagged photos.

Chain of custody: Tickets are linked to DMS intake receipts and weigh-scale manifests to establish continuous chain-of-custody. All electronic records upload to a secure cloud repository daily.

Ticket reconciliation: Debris Monitoring Lead reconciles tickets to DMS receipts, grinder logs, and scale tickets daily; weekly reconciliation packets summarize variances and justifications.

3. **Debris Eligibility Determination & Documentation**

Arborist/Monitor verification: Hazardous tree/limb eligibility requires on-site arborist/monitor documentation (DBH, lean, canopy loss, root exposure, photos) and a signed Hazardous Tree Ticket prior to removal.

Eligibility workflow: Field monitor follows FEMA criteria checklist (life/safety, threat to infrastructure, 1×/2× tree-height rules) and annotates tickets accordingly. Incidental removals require documented justification and attach to the hazardous ticket.

Non-eligible items: Rejection protocol and documentation for left/declined items; Village written direction recorded before any non-eligible loading.

4. **DMS Intake, Reduction & Site Remediation Documentation**

DMS Pre-Use & Intake Records: For each DMS we submit a Pre-Use Condition Report (photos, topo/site map, proposed layout, SWPPP controls). Intake towers log each load with acceptance/reject codes and record weigh tickets and ticket IDs.

Reduction logs: Grinder/chipper throughput logs document daily volumes processed, mulch specs, and receiving-facility acceptance letters.

DMS closure: Pre/post photos, remediation actions, soil/groundwater sampling results (as required), and Village/NMED sign-offs. All remediation work is documented with vendor invoices and disposal receipts.

5. **Environmental Protections & SWPPP**

Erosion & sediment controls: Standard SWPPP measures — silt fence, wattles, check dams, turbidity controls, seeding/stabilization and immediate installation of controls after disturbance.

Spill & contamination management: Spill kits, secondary containment for fuels, immediate stop-work and notification protocol for suspected contamination, and HAZWOPER procedures for handling special wastes.

Cultural and protected resources: Pause-and-notify for potential cultural finds and coordination with the Village/monitor for mitigation.

6. **Safety & Training Documentation**

HASP and training records: Maintain daily JHA records, toolbox talk logs, PPE checklists, and training matrices (OSHA 10/30, HAZWOPER, faller/rigging certifications). HSE Lead files and retains records for audit.

Air monitoring: Industrial hygienist-directed air monitoring for asbestos/silica/metal exposures; results uploaded within 7 days and attached to corresponding task records.

7. **QA/QC, Auditing & Non-Conformance Tracking**

Ticket audits: Random daily audits (5–10% sample) cross-checking photos, GPS, and DMS receipts.

NCR & CAP process: Non-Conformance Report issuance, root-cause analysis, Corrective Action Plan with assigned owner and verification steps; closure documented and retained.

Weekly & monthly QA reports: Summaries of ticket reconciliation rates, DMS throughput, NCR status, safety incidents, and KPI dashboard.

8. FEMA Reimbursement Support & Deliverables

FEMA package readiness: Weekly reconciliation packets and monthly invoice packets include Project Worksheets (PW), Daily Site Logs, DSR elements, digital load-ticket exports (CSV/XLSX), photo logs, DMS receipts, weigh tickets, payroll/subcontract invoices (if required), and permit copies.

Auditable backup: All submissions are indexed and bookmarked in the cloud; we deliver final closeout packages containing reconciliations, ownership releases, DMS closure certifications, and the full audit trail required by FEMA.

Pre-award coordination: We engage proactively with Village, Monitor, or FEMA/NRCS where eligibility questions arise, documenting guidance and approvals to avoid later disputes.

9. Systems & Technology

Secure Data Redundancy: Secure, role-based access to tickets, GIS layers, QA logs, DMS receipts, and photos.

GIS mapping (when applicable): GIS layers show eligibility mapping, zone progress, crew locations, and haul routes; GIS subcontractor validates mileage for billing.

Data exportability: All data provided in standard formats (CSV, XLSX, PDF, shapefile/KML) to facilitate Village and FEMA review.

10. Record Retention & Audit Support

Retention policy: Maintain records for the FEMA-required retention period and as specified by contract (minimum 3–7 years recommended, longer if federal rules require).

Audit responsiveness: Summit provides rapid audit support and produces any requested documentation within contractually specified timelines.

11. Experience & Examples

South Fork Fire: Provided hazard-tree identification, demolition, DMS operations and reconciliation accepted by DRC and used as the basis for reimbursement.

Blue 2 Fire: Retention Pond and erosion controls documented with daily logs and hydrologic data that supported NRCS mitigation funding.

12. Staffing & Roles for Compliance

Debris Monitoring Lead — ticket and reconciliation oversight.

QA/QC Lead — audit program and NCR management.

HSE Lead — safety and environmental compliance.

Conclusion

Summit Operations, Inc. compliance and documentation systems are purpose-built to meet the Village of Ruidoso's requirements and FEMA reimbursement standards. By combining digital ticketing, GIS validation, formal QA/QC processes, environmental controls, and an experienced compliance team, Summit minimizes audit risk, ensures regulatory adherence, and expedites reimbursement for the Village.

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.

_____ June 8, 2026
Signature Date

President
Title (Position)

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2026-009P Debris Removal

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.

James A. Miller President
Typed Name & Title of Authorized Representative

June 8, 2026
Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2026-009P Debris Removal

STATE OF New Mexico)
) SS
COUNTY OF Lincoln)

James A Miller, being first duly sworn, deposes and says:

That he/she is President of Summit Operations 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: [signature]

SUBSCRIBED and sworn to before me this 05 day of June 2026.

Notary Public: Anastasia Padar

My commission expires: Aug. 21, 2029

ANASTASIA PADAR
Notary Public
State of New Mexico
Comm. # 2007173
My Comm. Exp. Aug 21, 2029

SUBCONTRACTOR LISTING FORM

Don Swanner Tree Services, LLC	150 Loma Grande Rd., Nogal, NM 88341	Tree, Debris and sediment Removal / Tree, Debris and sediment Hauling
B&R Trucking, INC.	4501 Grandi Rd., Carlsbad, NM, 88220	Excavation / Cattle Guard Installation / Road development
WX Septic Services, LLC.	330 E Smokey Bear Blvd, Capitan, NM 88316	Gabions, revetment Fencing, Sediment & debris removal / Septic Pumping, Drilling
WX Excavation	154 Pine Lodge Rd, Capitan, NM, 88316	Gabions / revetment Fencing / Sediment & debris removal / Septic Pumping / Excavation / Road development
NM Abatement, LLC.	4374 Alexander Blvd NE Suite K-1, Albuquerque, NM 87107	Asbestos Abatement / Hazardous Material Removal
Southwest Contracting & Associates, LLC	135 Silva Ranch Road Capitan, NM 88316	Sediment, Debris and tree Removal / Project Management
MP Chavez Enterprises, INC.	P.O. Box 7621 Ruidoso, New Mexico	Excavation / debris removal / trucking

Work Zone Traffic Control, LLC	7701 Reading Rd SE Albuquerque, NM 87105	Traffic Control
King Industries Corporation	1096 Mechem Dr UNIT 105, Ruidoso, NM 88345	Project Management / Surveying / Permits / Traffic Control / GIS
Encinias Environmental Services, LLC License No.	14109 LA Cave NE Albuquerque, NM 87123	Asbestos Testing
GH2 Hydroseeding License No.	7513 Lamplighter Ln NE Albuquerque, NM 87109	Commercial Seeding
JGM Construction	401 Gavilan Canyon Road, Ruidoso, NM 88345	Sediment & Debris Removal / Hauling / Aggregate / Gabions & HESCO's
Re-Com Construction, Inc.	806 Hull Road, Ruidoso, NM 88345	Sediment & Debris Removal / Hauling / Aggregate / Gabions & HESCO's
HASSE Contracting Co. Inc.	PO Box 26808 Albuquerque, NM 87125	Concrete / Bridges

10-Pine Truckage	123 Manfor Road San Patricio, NM 88348	Trucking/Hauling
Duke Hauling LLC.	124 Tombstone Court Alto, NM 88312	Trucking/Hauling
Kenneth Duke	128 Mesa Heights Dr, Alto, NM 88312	Trucking/Hauling
Professional Operations LLC	PO Box 496 Ruidoso, NM 88355	Trucking/Hauling
Ruben Chavez.	131 Aristeo Road, San Patricio, NM 88348	Trucking/Hauling
Steven Garrison	PO Box 1226 Ruidoso, NM 88355	Trucking/Hauling
Trejo & Sons Construction	2744 Camino Plata Loop Rio Rancho, NM 87144	Trucking/Hauling
Victor Baca Slick Vic Trucking	PO Box 2921 Ruidoso Downs, NM 88346	Trucking/Hauling
J&FW Concrete	261 PR 411 – M Seminole, TX 79360	Concrete work

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

Date: June 5, 2026

Ref: RFP# 2026-009P Debris Removal

ADDENDUM #2

The following is provided to include the following items and shall be incorporated into the RFP documents for the above referenced project.

Clarifications/Additions/Changes:

1. **Additional language added in bold to:**
   Appendix F – Detailed Scope of Work
   Scope of Services –
   Debris includes, but is not limited to, vegetative debris, construction and demolition debris, **household furniture, goods and waste**, sand, mud, silt, gravel, rocks, boulders, white goods, and vehicle and vessel wreckage. Snow-related activities including road clearing are not considered debris operations, as snow is not considered a form of debris.

2. **Change to Sequence of Events:**
   II. Conditions Governing the Procurement
   A: Sequence of Events

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	VOR	May 21, 2026
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	June 11, 2026
3. Pre-Proposal Conference	VOR	N/A
4. Deadline to submit Questions	Potential Offerors	May 28, 2026
5. Response to Written Questions	Procurement Manager	May 29, 2026
6. Organizational References Due	Potential Offerors	N/A
7. Submission of Proposal	***Potential Offerors***	***June 16, 2026 @ 3:00 PM Local Time***
8. Proposal Evaluation	Evaluation Committee	June 16, 2026 – June 18, 2026
9. Selection of Finalists	Evaluation Committee	June 18, 2026
10. Best and Final Offers	Finalist Offerors	June 18, 2026

RFP: 2026-009P

Cost Proposal

Line Item	Discription	Unit of Measurment	Rate
1	Loader, CAT 950	Per Hour	$275.00
2	120 M Grader	Per Hour	$275.00
3	Compact Track Loader	Per Hour	$250.00
4	Mini Excavator	Per Hour	$250.00
5	Pad Foot Drum Compactor	Per Hour	$250.00
6	Dump truck	Per Hour	$250.00
7	Tri-Axel Dump Truck	Per Hour	$250.00
8	4,500 Gallon Water Truck	Per Hour	$250.00
9	60 Ton Heavy Hauler	Per Hour	$350.00
10	Backhoe	Per Hour	$275.00
11	140 M Grader	Per Hour	$300.00
12	CR Mini - Mini Hydrolic Excavator	Per Hour	$200.00
13	DOOSAN Excavator	Per Hour	$275.00
14	DOOSAN Loader	Per Hour	$325.00
15	Excavator with Thumb, 313, 315, 316	Per Hour	$300.00
16	Wheel Loader	Per Hour	$300.00
17	323F L Excavator	Per Hour	$325.00
18	CT336 Excavator	Per Hour	$400.00
19	Dozer	Per Hour	$400.00
20	Hauling Vegitative Debris	Per Cubic Yard	$35.00
21	Hauling C&D	Per Cubic Yard	$75.00
22	Hauling Hazardous Household Waste (HHW)	Per Ton	$75.00
23	Hauling Sand, Mud, and Silt	Per Cubic Yard	$110
24	Asbestos Testing	Each	$250
25	White Goods	Each	$250.00
26	Hazardous Tree Removal Under 12 Inches	Each	$230.00
27	Hazardous Tree Removal 12 to 24 Inches	Each	$500.00
28	Hazardous Tree Removal 25 to 36 Inches	Each	$900.00

Line Item	Discription	Unit of Measurment	Rate
29	Hazardoud Tree Removal Greater than 37 inces	Each	$5,000.00
30	Hazardous Stump Extraction & Hauling	Each	$750.00
31	Hazardous Limb Removal	Each	$250.00
32	Stump grinding	Each	$250.00
33	Temporary Debris Storage and Reduction Site	Each	$2,000.00
34	Trafic Plan (TTCP)	Each	$300.00
35	1-4 Person Crew	Each Per Day	$400.00
36	5-10 Person Crew	Each Per Day	$800.00
37	Mobilization	Each	$1,000.00
38	Demobilization	Each	$1,000.00
39	Emergency Sevice / After Hours	Per Hour	$75.00
40	4,500 Gallons of Water	Per Load	$450.00
41	HESCOSs	Per Linear Foot	$140.00
42	Gabian Baskets	Per Cubic Yard	$700.00
43	Flood Barriers	Per Bag	$45.00
44	Mafia Blocks	Per Block	$150.00
45	Concrete Barriers	Per Barrier	$2,800
46	Chain Saw	Per Hour	$100.00
47	Trash Pump	Per Hour	$100.00
48	Brush Cutter	Per Hour	$130.00
49	Semi	Per Hour	$350.00
50	Low-Boy	Per Hour	$300.00
51	Masticator	Per Hour	$250.00
52	Mastication	Per acre	$1,500.00
53	Tipping Fee (Municipal Solid Waste)	Per Ton	$40.00
54	Tipping Fee (Sludge Waste)	Per Ton	$50.00
55	Tipping Fee (Asbestos Materials)	Per Cubic Yard	$60.00
56	Tipping Fee (Tires)	Per Ton	$130.00
57	Tipping Fee (Aggregate)	Per Ton	$30.00
58	Tipping Fee (C&D)	Per Ton	$40.00

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 5.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Agreement between the Village of Ruidoso and Corporate Flight Management, Inc. d/b/a Contour Airlines, for Terminal Office Space at Sierra Blanca Regional Airport.

Item Summary:

Discussion on Agreement between the Village of Ruidoso and Corporate Flight Management, Inc. d/b/a Contour Airlines, for Terminal Office Space at Sierra Blanca Regional Airport.

Financial Impact:

Schedule of Rent, Rates, and Charges

Rate per Sq/Ft - $2.50

Cost per sq/ft - $435.00 per month rate is a modified gross amount

Rent to be paid on the 20th of each month

Item Discussion:

The Airport has designated specific areas within the main terminal footprint in agreement with the Airline for the necessary space to conduct commercial air travel operations. This space includes dedicated office space for the Airline’s site manager, ticket counter space for the public, x-ray and security screening area and a dedicated storage area for necessary maintenance parts for the Airline’s aircraft.

Areas of Occupancy by Contour Air

Office Space – 120sq/ft

Ticket Counter – 36sq/ft

X-Ray/Security Inspection – 18sq/ft

Total Office Space – 174sq/ft

TOTAL Sq/Ft – 174sq/ft

Recommendations:

To Approve Agreement between the Village of Ruidoso and Corporate Flight Management, Inc. d/b/a Contour Airlines, for Terminal Office Space at Sierra Blanca Regional Airport.

ATTACHMENTS:
Village of Ruidoso_Contour Air Lease Contract_Rev 4 06222026.pdf

AIRPORT USE AGREEMENT

THIS AIRPORT USE AGREEMENT ("Agreement") made and entered into as of the 25th day of June, 2026 ("Effective Date"), by and between the Village of Ruidoso, a political subdivision of the State of New Mexico ("Village") and Corporate Flight Management, Inc. d/b/a Contour Airlines, a corporation organized under the laws of the State of Tennessee and recognized as such with the State of New Mexico ("Airline"), with both Village and Airline collectively referred to as the "parties" and each a "party".

WITNESSETH:

WHEREAS, Village is the owner of, and under its governmental responsibilities, operates the Sierra Blanca Regional Airport ("Airport"), located at 1000 Highway 220, Alto, New Mexico 88312, for the accommodation of air commerce and transportation; and

WHEREAS, Airline is duly authorized by competent governmental authority to engage in the business of commercial air transportation of persons and property at the Airport; and

WHEREAS, Village and Airline are parties to that certain Minimum Ticket Revenue Guarantee Agreement 2026 dated April 16, 2026 (the "MRG"); and

WHEREAS, pursuant to the MRG, Airline will conduct Air Transportation operations at the Airport beginning on the Effective Date ("Permitted Use"); and

WHEREAS, Airline requires certain rights and privileges in connection with its Permitted Use of the Airport, and Village is willing to grant the same to Airline upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant, agree, and bind themselves as follows:

ARTICLE 1
DEFINITIONS

The following words, terms, and phrases, whenever used in this Agreement, shall have the meanings respectively ascribed to them in this Article.

Section 1.01 **"Agreement"** shall mean this Airport Use Agreement including all exhibits attached hereto, as may be amended from time to time as agreed to in writing by the parties.

Section 1.02 **"Air Transportation"** shall mean the commercial operation of a transportation system by aircraft for the carriage of persons and property (and if applicable, cargo and mail), including activities reasonably necessary to such operation.

Section 1.03 **"Air Transportation Company"** shall mean any entity operating aircraft under Part 121 or Part 135 of the Federal Air Regulations, or the practical equivalent of said parts, including Airline.

Section 1.04 **"Aircraft Arrivals"** shall mean all arrivals at the Airport of any Air Transportation Company's aircraft. Aircraft Arrivals shall not include any flight that arrives at or returns to the Airport because of mechanical, meteorological, or other precautionary reasons, nor shall it include any flight conducted for air-crew training.

Section 1.05 **"Aircraft Departures"** shall mean all departures from the Airport Terminal of any Airline's aircraft carrying revenue passengers who boarded through the Terminal Complex.

Section 1.06 **"Airfield"** shall mean those portions of the Airport which provide for the landing, takeoff, taxiing, movement, or staging of aircraft including navigational aids, hazard designation and warning devices, airfield security roads, fencing, lighting, clear zone areas, aviation easements and interests in property utilized in connection therewith.

Section 1.07 **"Airline"** shall mean Corporate Flight Management, Inc. d/b/a Contour Airlines, a corporation organized under the laws of the State of Tennessee and recognized as such with the State of New Mexico.

Section 1.08 **"Airport Manager" or "Manager"** shall mean the person designated by Village from time to time to manage the Airport for Village and to act for Village with respect to the rights and obligations of Village under this Agreement.

Section 1.09 **"Certified Maximum Gross Landing Weight" or "CMGLW"** shall mean the current maximum allowable gross landing weight, expressed in 1,000-pound units or fraction thereof, of aircraft operated by Airline and as certificated by the Federal Aviation Administration.

Section 1.10 **"Common Use Aircraft Parking Position(s)"** shall mean the designated locations on the Terminal Apron not otherwise exclusively leased, where aircraft park in order to enplane and deplane passengers, cargo, and mail. Common Use Aircraft Parking Positions are assigned by the Airport Manager or his or her designee so as to maximize service and convenience to the traveling public.

Section 1.11 **"Common Use Facilities"** shall mean the areas and facilities not otherwise exclusively leased to which the Airline shall use jointly with other airlines and aircraft operators. The Common Use Facilities include the designated Common Use Aircraft Parking Position(s), airside walkway, baggage claim area, baggage claim carousel, baggage make-up area, departure concourse hold-room, departure concourse gate position, and terminal lobby.

Section 1.12 **"Common Use Ticket Counter(s)"** shall mean those designated ticket counter(s) not otherwise exclusively leased and shall be assigned at the sole discretion of

the Airport Manager or his/her designee so as to maximize service and convenience to the traveling public.

Section 1.13 **"Exclusive Use Premises"** shall mean those Premises, which Airline has the right to use exclusively pursuant to this Agreement.

Section 1.14 **"Federal Aviation Administration" or "FAA"** shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958 and/or such successor agencies as may from time to time have similar jurisdiction over Airline and/or Airport.

Section 1.15 **"Fiscal Year"** shall mean the 12-month period beginning on the 1st day of July of any year.

Section 1.16 **"Passenger Facilities Charge" or "PFC"** shall mean any charge imposed by Village on passengers enplaning aircraft at the Airport, as authorized by the FAA pursuant to Part 158 of the Federal Aviation Regulations.

Section 1.17 **"Premises"** shall mean the total of the Exclusive Use Premises and related facilities leased or assigned to Airline as described in Exhibit "A" and highlighted in Exhibit "A-1".

Section 1.18 **"Revenue Passengers"** shall mean all passengers carried by Airline except only those passengers, such as employees of Airline or other airlines for whom Airline has provided the particular Air Transportation on a substantially complimentary basis. Without limiting the generality of the foregoing, Revenue Passengers shall include those passengers redeeming "frequent flyer" awards and travel vouchers.

Section 1.19. **"Special Facility Revenue Bonds"** shall mean any bonds sold by Village to finance the construction and acquisition of facilities at the Airport to be leased to an identified tenant; where the rentals from said tenant are expressly the only source of revenues the bondholders may look to for payment of the debt service on the bonds.

Section 1.20 **"Terminal Apron"** shall mean the area adjacent to the Terminal Building where aircraft park in order to enplane and deplane passengers, cargo, and mail.

Section 1.21 **"Terminal Building" or "Terminal"** shall mean the passenger terminal building.

Section 1.22 **"Terminal Complex"** shall mean the Terminal Building, terminal roadway, public parking areas and other areas and facilities serving the Terminal Building.

Section 1.23 **"Transportation Security Administration" or "TSA"** shall mean the federal agency formed under the Department of Homeland Security with regulatory oversight of airport and airline security.

ARTICLE 2

TERM

Section 2.01 **Term.** The Term of this Agreement is and shall be for a period of twelve (12) months, beginning on the Effective Date and shall expire at 11:59 p.m. on June 25, 2027, unless earlier terminated or canceled as herein provided.

Section 2.02 Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate immediately upon the expiration or termination of the MRG.

ARTICLE 3
RIGHTS OF AIRLINE

Section 3.01 **Rights of Airline.** Airline is hereby granted and accepts the following rights with respect to the Airport:

A. **Right to Use Airport.** Airline, its owners, directors, managers, employees, passengers, guests, contractors, and invitees, shall have the non-exclusive right to use (in common with other duly authorized users) the Airfield and the public areas of the Terminal, together with all facilities, improvements, equipment, and services that have been or may be provided for common use of such facilities and areas.

B. **Right to Operate Aircraft.** Airline shall have the non-exclusive right to land, take off, fly over, taxi, push and tow, any aircraft of its choice in areas of the Airport designated for such purpose by the Village (subject to the design limitations of such areas) and to park, load and unload such aircraft at the Aircraft Parking Position(s) assigned to Airline pursuant to this Agreement.

C. **Right to Provide Services**. Within the Premises and other areas designated hereunder, Airline shall have the right to operate its Air Transportation business including the right to sell tickets and services; to process passengers and their property for air travel; to sell, handle, and if applicable, provide mail and cargo services; and to perform other similar activities reasonably related to the operation of Airline's Air Transportation business. Subject to the provisions of Article 11 hereof, Airline shall have the right to perform ground-handling services for any other Air Transportation Company at the Airport, subject to the prior written approval of the Village and compliance with Airport Minimum Standards and all applicable agreements.

D. **Right to Provide Training.** Airline shall have the right at the Airport to provide ground training of its employees or candidates for employment, provided that such training shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation business. Such training shall not unreasonably hamper or interfere with Airport operations or the use of the Airport by other users.

E. **Right to Sell Its Aircraft, Equipment and Supplies.** Airline shall have the right to sell, dispose of or exchange Airline's aircraft, engines, accessories and other

equipment or supplies bought for its own use and not for resale at the Airport. This right shall not imply that Airline has the right to conduct a separate business related to such sales at the Airport.

F. **Right to Purchase from Person or Company of its Choice.** Airline shall have the right to purchase at the Airport or elsewhere from any person or company of its choice, its requirements of aviation fuel; ground vehicle fuel; lubricating oil; greases; food, beverage, and other passenger supplies; ticketing and ground handling services and all other materials, supplies and services it requires for the operation of its Air Transportation business; provided, such supplier is authorized to operate at the Airport and complies with all applicable Airport rules, regulations, Minimum Standards, and security requirements; and such right shall in no way limit or restrict Village's right to award or deny any company the right to lease ground or facilities and operate said company's business on the Airport and/or to charge a rental for any such lease or reasonable fees and charges from such supplier for any such rights granted.

G. **Right to Service Aircraft and Other Equipment.** Airline shall have the right to have its aircraft and other equipment serviced by suppliers of its choice or by its own personnel. Such suppliers, including the Airline, strictly for its own benefit and not for resale, may provide materials and services, including, but not limited to: aviation fuel (subject to payment of applicable fuel flowage fee); ground vehicle fuel; lubricating oil; greases; parts; and all other materials, supplies and services required by Airline in the conduct of its Air Transportation business; provided, such supplier is authorized to operate at the Airport and complies with all applicable Airport rules, regulations, Minimum Standards, and security requirements; and such right shall in no way limit or restrict Village's right to award or deny any company the right to lease ground or facilities and operate said company's business on the Airport and/or to charge such supplier a rental for any such lease or reasonable fees and charges for any such rights granted, including catering fees for suppliers of inflight food and beverages which cater Airline's flights departing from Airport, regardless of whether such suppliers have kitchens located on or off Airport.

H. **Right to Handle Persons, Property, Cargo, and Mail.** Airline shall have the right to transport (directly or through a nominee of the Airline's choice) Airline's employees, cargo, property, and mail, as applicable, to, from, and at the Airport. Except in the case of passengers inconvenienced by the cancellation, delay, or diversion of any of its flights, Airline shall not ground transport, either by itself or through a nominee or contractor, persons, passengers or baggage (except passenger's mishandled baggage) to and from the Airport. Airline, or any nominee or contractor selected by Airline to provide ground transportation under this subparagraph, must hold an appropriate franchise and be authorized to operate at the Airport by the Village.

I. **Right to Install Signs**. Airline shall have the right to install signs in its Exclusive Use Premises. The number, size, type, design, and location shall be subject to the prior written approval of Village.

J. **Right to Install and Operate Communications Equipment.** Airline shall have the right to install, maintain, and operate such telecommunications (including radio antennae), meteorological and aerial navigation equipment and other facilities as may be reasonably necessary or convenient for the proper performance and operation by Airline of its Air Transportation business. Such equipment and facilities shall be located in areas assigned to Airline for its exclusive use, or on such other portions of the Airport as the Manager may designate for that purpose. Airline shall be provided with reasonably adequate rights of way for the installation of communications controls, teletype, telephone, interphone, pneumatic tubes and power lines in and between the Terminal and other points at the Airport; provided, however, the manner of such installations and the location of such rights of way shall be subject to approval by Village. Nothing in this subsection shall be construed as granting the right to install equipment which causes interference with air traffic controller operations, with Airport operations, or with other telecommunications equipment existing at the time of installation. All such equipment must be operated in a way that complies with all applicable laws and regulations. Airline shall remove such equipment upon termination of this Agreement unless otherwise agreed to in writing by the Village.

K. **Ingress and Egress.** Village hereby grants to Airline, its agents, employees, passengers, guests, invitees, contractors and suppliers of material and service the right to reasonable access, ingress and egress to the Premises, public areas, and Common Use Facilities of the Airport. Such right shall be exercised in accordance with Airport rules and regulations and shall at all times be exercisable without charge to Airline, its agents, employees, guests, passengers, invitees, contractors and suppliers of materials and services; provided, however, that this provision shall not be construed to prevent Village from imposing the additional rentals, fees, taxes, and charges pursuant to Article 6 of this Agreement.

L. **No Other Business Authorized.** Nothing contained in this Section 3.01 shall be construed to authorize Airline to conduct a business of any kind at the Airport except its Air Transportation business, and nothing herein contained shall be construed as authorizing Airline in its conduct of its Air Transportation business to interfere unreasonably with other persons or tenants leasing or lawfully using Airport facilities.

M. **Automobile Parking.** Airline's employees shall have free use of available automobile parking facilities during the period they are assigned to duty in connection with Airline's operations at the Airport.

N. **Efficient Use of Facilities.** Airline and the Village agree that efficiency of the Terminal Complex is a common goal. Village reserves the right, upon giving Airline thirty (30) days written notice, to temporarily or permanently re-assign and/or relocate the Airline's Premises so as to maximize the use of Airport facilities, including, but not limited to, areas that are permanent expansions or additions to the current structure of the Terminal. In such circumstances, Airline's Premises may be re-assigned and/or relocated within the Terminal,

subject to the availability of space in the Terminal, and if such space is available, then Village will make reasonable efforts to make said re-assignment or relocation to a new space within the Terminal that is similar in size and quality to the Airline's existing space. The reasonable, documented, and Village-approved relocation costs incurred by Airline may be credited against fees otherwise due. In the event that such re-assignment is to a space within the Terminal that is smaller in size or lower in quality or if such re-assignment is to a space not located in the Terminal, then the parties shall agree to an equitable reduction in the Base Rent specified in Exhibit "B" hereof for the duration of such re-assignment.

Section 3.02 **Airline Premises.** Village does hereby lease and assign to Airline, and Airline does hereby lease and accept from Village, the Premises and facilities in the Terminal as illustrated and described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3.03 **Exclusive Use Premises.** Airline is hereby granted the right to use the Exclusive Use Premises in the Terminal at the square footage and in the locations as described in Exhibit "A" and illustrated in Exhibit "A-1".

ARTICLE 4
MAINTENANCE, OPERATION, USE, AND CONDITION OF AIRPORT

Section 4.01 **Maintenance and Operation by Village.** Village agrees that it will, with reasonable diligence, prudently operate and keep in good repair the Airport and all appurtenances, facilities, and services now or hereafter connected therewith; and maintain the Airport in compliance with applicable FAA requirements and other applicable laws. Nothing herein shall be construed as guaranteeing continuous or uninterrupted operation of the Airport, and the Village reserves the right to temporarily restrict or suspend operations as reasonably necessary for safety, maintenance, emergencies, regulatory compliance, or governmental purposes.

Section 4.02 **Terminal.**

A. Village shall operate and maintain and keep in good condition and repair the Public Areas of the Terminal and all additions, improvements, facilities and equipment now or hereafter provided by Village at or in connection with Terminal for use by the general public, except for any improvements, facilities and equipment constructed or installed by Airline, all of which shall be operated, maintained and kept in good condition and repair by Airline. Village shall keep Terminal Complex in a neat, orderly, sanitary, and presentable condition.

B. Village will provide and maintain a public address system adequate for Airline to make announcements regarding aircraft arrivals and departures.

C. It is expressly understood that Airline and its employees will at all times keep its Premises neat, orderly, sanitary and presentable, and that Airline shall not

deposit rubbish or garbage except in receptacles or areas designated by Village for collection or removal.

Section 4.03 **Airport Security.** Airline agrees to comply with all applicable Transportation Security Administration regulations, Airport security directives, security programs, and all applicable federal, state, and local security laws and regulations.

ARTICLE 5
MONTHLY ACTIVITY REPORT, RENT, FEES, AND CHARGES

Section 5.01 **Monthly Activity Report.** Airline shall furnish to the Airport Manager, on or before the 15th day of each month, a completed "Monthly Activity Report" form as attached in Exhibit "C", providing the requested data of activity during the immediately preceding month. Upon the request(s) of the Airport Manager, Airline shall provide the Manager with a certification of the then current CMGLW for each aircraft type then operated by Airline.

Section 5.02 **Rent, Fees, and Charges.** It is understood by Airline that the fees and charges set forth in Exhibit "B" attached hereto may be adjusted, subject to Section 5.05 hereof, from time to time by Village and may be adjusted by Village at least annually during the Term of this Agreement or any extensions thereof. In setting its rates, Village will comply at all times with FAA policies regarding airport rates and charges, as well as other applicable laws and regulations. Rental fees for office space and hanger storage space will be based on price per square foot per month. Rent will be paid by the 20th of every month to the Village.

Section 5.03 **Interest.** Any sums due and payable to Village by Airline under Section 5.02 which are not paid when due under the terms of this Agreement shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof (or where applicable, the receipt of Village's invoice) until the date payment is received by Village. Airline's payment shall be deemed to have been received as of three days after the date same is postmarked as having been deposited in first class, United States Mail, postage prepaid, addressed to Airline or Village at the address established by Section 20.09 hereof.

Section 5.04 **Late Charges.** Any sums due and payable to Village by Airline under Section 5.02 which are not paid within thirty (30) days after the due date (or where applicable, the receipt of Village's invoice) shall in addition to interest, be increased by a late charge per day. Such late charge shall be 1/20th of 1 percent of the fees and charges invoiced, assessed from the thirtieth (30th) day after the due date (or where applicable, the receipt of Village's invoice) until date payment is received by Village. Airline's payment shall be deemed to have been received as of three days after the date same is postmarked as having been deposited in first class, United States Mail, postage prepaid, addressed to Airline or Village at the address established by Section 20.09 hereof.

Airline shall pay the Village's reasonable documented out of pocket attorney's fees and costs actually incurred in collecting delinquent amounts, to the extent permitted by applicable law.

Section 5.05 **Changes in Fees and/or Charges.** Village will provide Airline written notice as provided in Section 20.09 of any proposed changes in the fees and/or charges as provided in Section 5.02 above, with appropriate justification for the changes, at least sixty (60) days before the effective date of any such changes. Airline may submit comments regarding the proposed new rates (either in person or in writing) within thirty (30) days after receipt of Village's notice. Village shall give careful consideration to Airline's comments, and shall make such adjustments to the proposed new rates as the Village, in its discretion, may deem appropriate. At least fifteen (15) days prior to the effective date proposed for such changes, Village shall provide Airline with a revised Exhibit "B" containing the new rates, and said revised Exhibit shall become a part of this Agreement without the need for further Amendment to the Agreement three days after the date the same is postmarked as having been deposited by Village in first class, United States Mail, postage prepaid, addressed to Airline at the address established by Section 20.09 hereof. In all cases, Airport will comply with FAA's policies regarding the establishment of airport rates and charges along with all other applicable laws and regulations when establishing such rates and charges. In addition to the foregoing, in the event that one or more additional Air Transportation Companies begin or contract to begin offering regular, commercial Air Transportation services at the Airport, then Village shall have the right, subject to the notice requirements provided in this Section, to revise any or all fees, as described in this Article or elsewhere in this Agreement, on a non-discriminatory basis to account for the overall operational needs of the Airport, the comparative use of Airport resources by each Air Transportation Company, and the accommodation of all Air Transportation Companies under federal law and FAA regulations.

Section 5.06 **Audit Rights.** Airline shall maintain complete and accurate books and records sufficient to verify all reports and payments required under this Agreement for a period of not less than three (3) years after the date such records are created. Upon reasonable advance notice and during normal business hours, Village or its authorized representatives may inspect and audit such records to verify compliance with this Agreement. If any audit reveals an underpayment, Airline shall promptly remit the deficiency together with any applicable interest, and if the underpayment exceeds five percent (5%) of the amount due for the audited period, Airline shall reimburse the Village for the reasonable cost of the audit.

ARTICLE 6
SEPARATE FEES

Village shall have the right to impose separate and additional fees or charges upon Airline and/or its vendors and suppliers for the lease, use, or occupancy of premises, facilities, equipment, or services not expressly granted under this Agreement or otherwise provided pursuant to a separate written agreement.

ARTICLE 7
INDEMNITY AND INSURANCE

Section 7.01 **Indemnity.** Airline shall protect, defend, indemnify, and hold harmless the Village (to mean the Village of Ruidoso, its officials (whether elected or appointed), managers, agents, officers, and employees) against any and all claims, liability, losses, suits, judgments, fines, or demands to include, but not limited to, investigation, remediation, cost required by any federal, state, or local agency, including reasonable attorney fees, expert fees, investigation costs, remediation costs, and, where a conflict of interest exists, the reasonable cost of separate counsel selected by the Village, from any injury or damage to any person or property or environmental matters whatever: (i) occurring in, on, or about the Premises or any part thereof to the extent caused by or arising out of the actions, omissions, negligence, or willful misconduct of Airline, its officers, employees, agents, contractors, invitees, or anyone acting on its behalf and (ii) occurring in, on, or about any facilities (including without limitations, elevators, stairways, passageways or hallways), the use of which Airline may have in conjunction with other tenants of the building or area, (iii) of any environmental matters when such injury or damage shall be caused or alleged to be caused in part or in whole by the act, neglect, fault of or omission of any duty with respect to the same by the Airline, its agents, servants, employees or any other person entering the Premises with express or implied invitation of the Airline, including but not limited to assignees.

Except to the extent any claim arises from the negligence, gross negligence, willful misconduct or inaction of the Village as defined in this Section 7.01, Airline further agrees to indemnify, defend, and hold harmless the Village against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct or management of any work or thing whatsoever done by Airline in or about the Premises, and will further indemnify, defend, and save Village harmless against and from any and all claims arising from any breach or default on the part of Airline in the performance of any covenant or agreement on the part of Airline to be performed pursuant to the terms of this Agreement, or arising from any act or negligence of Airline, or any of its agents, contractors, servants, employees or licensees and from and against all cost, counsel fees, expenses and liability incurred in connection with any such claim or action or proceeding brought thereon. All property in the Building or Premises belonging to Airline, its agents, employees, or invitees shall be there at the sole risk of the Airline. The Airline agrees to indemnify, defend, and hold harmless Village against claims for damage to, theft, misappropriation, or loss of said property. Furthermore, in case any action or proceeding shall be brought against Village by reason of any claims or liability, Airline agrees to defend such actions or proceedings at Airline's sole cost and expense by counsel reasonably satisfactory to Village. Airline's insurance coverage will be primary coverage, and Airline shall be responsible for paying all deductibles for claims filed under its insurance policies. The provisions of this Section 7.01 shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination. Airline shall provide written notice to

Airport Manager of any and all losses, claims, fines, and lawsuit related to the Airlines' operation in the building and on the Premises. Airline shall keep Airport Manager updated on the status of any and all losses, claims, fines, and lawsuits on a regular basis which will be determined by the Village.

Section 7.02 **"Aircraft Hull and Liability Insurance".** Airline agrees to carry and keep in force "Aircraft Hull and Liability Insurance" covering bodily injury and property damage to protect Village, its commissioners, managers, agents, officers, and employees, from liability covered by the indemnification provisions of this Article. Insurance carrier must be licensed to do business in the State of New Mexico. Insurance carrier must have a BEST rating of A or better. If the rating drops during coverage period, Airline shall immediately notify the Village in writing and a determination if the coverage needs to be placed with another insurance carrier will be made. Without limiting its liability as aforesaid, Airline agrees to carry and keep in force such insurance with limits of at least $250,000,000 with Village, its officials (elected and appointed), managers, agents, officers, and employees as additional insureds.

Section 7.03 **"Airport General Liability Insurance".** Airline agrees to carry and keep in force "Airport Ground Liability Insurance" covering bodily injury and property damage to protect Village, its officials (elected and appointed), managers, agents, officers, and employees, from liability covered by the indemnification provisions of this Article. Said coverage shall also include the operation of Airline's owned, hired, and non-owned automobile, other ground vehicles and mobile equipment at the Airport, issued by a company that is licensed to do business in the State of New Mexico and has a BEST rating of A or better of not less than $20,000,000 for bodily injury and property damage liability per any one occurrence. If the rating drops during coverage period, Airline shall immediately notify the Village and a determination if the coverage needs to be placed with another insurance carrier will be made. All policies of liability insurance referred to above shall include Village, its officials (elected and appointed), managers, agents, officers and employees as additional insureds.

Section 7.04 **Village Airport Owners and Operations Insurance.** Village shall maintain in force during the Term of this Agreement Airport Owners & Operators coverage protecting Village from claims of bodily injury and property damage liability arising out of the maintenance, use, and occupancy of the Premises.

Section 7.05 **Fire and Extended Coverage Insurance - Terminal.** Village agrees to maintain in force during the Term of this Agreement fire and extended coverage insurance on the Terminal and any additions, alterations, or modifications thereto and on all contents owned by Village usual and incidental to the Terminal Complex for an amount of not less than one hundred percent (100%) of the full replacement value thereof. Airline shall purchase similar insurance on its contents, improvements, betterments and other incidental personal property. Village will not be responsible for Airline's contents, improvements, betterments, and other incidental personal property.

Village and Airline hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the aforementioned insurance on the Terminal or contents and personal property in, at or on the Terminal. All such policies shall include a waiver of subrogation with respect to the provisions of this Agreement to the extent permitted by each party's insurance carrier.

Section 7.06 **Airline Workers' Compensation and Employer Liability Insurance.** Airline shall purchase, at its own expense, workers' compensation and employer liability coverage as required by the State of New Mexico.

Section 7.07 **Certificate(s) of Insurance.** Airline shall cause its insurer to furnish Airport Manager with the certificate(s) of insurance of all insurance coverage required of Airline under the terms of this Agreement. Such certificate(s) shall provide that the policies of insurance referred to therein shall not be subject to cancellation or other material change except after delivery of written notice by certified or registered mail to the Airport Manager at least thirty (30) days prior to the effective date of such cancellation or material change or ten (10) days in the case of cancellation for non-payment of premium. Airline shall provide Village with substitute certificate(s) of insurance complying with this Agreement before any insurance policy cancellation becomes effective. Failure to maintain insurance coverages required herein constitutes a material default under this Agreement.

ARTICLE 8
QUIET ENJOYMENT

Section 8.01 Village agrees that, subject to the terms of this Agreement upon payment of the rents, fees, and other charges provided for herein and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the Premises, appurtenances, facilities, rights, licenses, and privileges granted herein.

ARTICLE 9
INSPECTION BY VILLAGE

Section 9.01 Village may enter upon the Premises including the Premises that are leased exclusively, preferentially, or jointly to Airline and others, during normal business hours and at such times as may be reasonable under the circumstances for any purpose necessary, incidental to or connected with the performance of its obligations hereunder, to verify compliance with this Agreement, or in the exercise of its governmental functions relating to the public health, safety, good conduct and the proper management of the Airport. To the extent then practical, Village will give verbal notice to Airline's local manager or designee before exercising this right. Whether or not Village exercises such right at any given time, Airline shall promptly provide written notice to Village (email or SMS message being acceptable) of any known maintenance, safety, health, environmental, or security issue affecting the Premises or Airport operations.

ARTICLE 10
RULES AND REGULATIONS

Section 10.01 Village may adopt and enforce reasonable rules and regulations, which Airline agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall be consistent with safety regulations and with rules, regulations, and orders of the FAA and TSA with respect to all operations of the Airport and, provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement between Village and Airline relating to the use of the Airport or inconsistent with the procedures prescribed or approved from time to time by the FAA with respect to the operation of aircraft operated by Airline at the Airport. Airline is responsible for following and obeying all federal, state, and local laws, regulations, orders, Airport rules and regulations, security directives issued by the Village or Airport Manager. Airline agrees to pay directly for (or reimburse Village within ten (10) business days after written demand by the Village) any fines, assessments, any and all legal costs, and other expenses incurred by Village in connection with such payment, if the fine or assessment is levied upon the Village because of the actions or inactions of any employee or agent of Airline or is otherwise the responsibility of the Airline. If Village does not receive reimbursement within the ten (10) business days, then the principal amount due shall bear an interest rate as explained in Section 5.03 hereof and a late charge explained in Section 5.04 hereof.

ARTICLE 11
ASSIGNMENT AND SUB-LEASE

Section 11.01 Airline shall not assign or transfer this Agreement, or any part thereof without the prior written consent of Village; provided, however, that Airline may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of Airline, with or into which Airline may merge or consolidate, or which may acquire the assets of Airline provided that such successor-in-interest assumes in writing all obligations of Airline under this Agreement, and Airline provides Village with written notice of such event prior to such assignment or transfer.

Section 11.02 Airline shall not grant any rights of sub-lease or sub-use to all or any part of the Premises, including entering into agreements to provide ground handling services for other Air Transportation Companies at the Airport, without the prior written approval of Village.

Section 11.03 In the event Airline, with permission of Village, does either assign this Agreement or grant rights of sublease or sub-use to the Premises, the assignee or sub-user shall be bound by all of the terms of this Agreement as if it were the Airline thereunder. Unless Village agrees in writing to release Airline therefrom, no such assignment, or grant of sub-use rights shall serve to release Airline from any of its obligations, duties, or responsibilities under this Agreement.

ARTICLE 12
SURRENDER OF POSSESSION
HOLDING OVER

Section 12.01 At the termination of this Agreement by expiration or otherwise, Airline shall yield and deliver to Village the possession of the Premises. Such Premises shall be delivered in clean and good condition, free of all personal property and debris unless otherwise agreed by Village in writing in accordance with Airline's express obligations hereunder, except for reasonable wear and tear and insured casualty. Airline shall have the right at any time during the Term of this Agreement, or any renewal or extension hereof, and following the expiration or termination of this Agreement within the time periods set forth in Section 19.01, to remove its trade fixtures and equipment situated on the Premises that were installed, or placed by it, at its expense in, on or about the Premises subject however to any valid lien that Village may have thereon for unpaid fees or other charges and provided that Airline shall pay Village for any damage caused by such removal. Any property not removed within such allotted time period shall, at the Village's option, be deemed abandoned and may be retained, removed, or disposed of by the Village without liability.

Any holding over by Airline after the cancellation or termination of this Agreement shall not operate to extend or renew such Agreement for any further term whatsoever. Acceptance by Village of payment of rents, fees, or charges after cancellation or termination shall be deemed to be payment on account and shall not operate to waive or modify any provision of this paragraph.

ARTICLE 13
TAXES

Section 13.01 Airline shall pay all taxes that may be levied, assessed or charged upon Airline, this Agreement (including any renewals thereof and property interests created thereby), or Airline's property by the State of New Mexico, or any of its political subdivisions or municipal corporations and shall obtain and pay for all licenses and permits required by law. Without limiting the generality of the foregoing, Airline shall pay any and all sales taxes, assessed or levied on account of amounts payable by Airline to Village hereunder. Airline shall have the right to contest in good faith, the validity or application of any such tax, license or permit and shall not be considered in default hereunder during the pendency of such contest, provided that Airline diligently prosecutes such contest, and, to the extent required by applicable law, timely pays the disputed amount under protest, posts any required bond or security, or otherwise takes all actions necessary to prevent the imposition of any lien, encumbrance, or other adverse effect upon the Airport or the Village's interests therein.

ARTICLE 14
DEFAULT AND CANCELLATION

Section 14.01 **Events of Default.** If any of the following events ("Event(s) of Default") occurs, Airline shall be deemed to be in default of its obligations under this Agreement:

I. Default in the payment of any fees or other charges due to Village and continuance of such default for a period over ten (10) days after there has been given a written notice in accordance with Section 20.09 hereof by Village to Airline specifying such default and requiring it to be remedied and stating that such notice is a "notice of default" hereunder.

II. Default in the performance, or breach, of any covenant or warranty of Airline in this Agreement (other than the payment of any fees or other charges due to Village) and the continuance of such default or breach for a period of thirty (30) days after there has been given a written notice in accordance with Section 20.09 hereof by Village to Airline specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder.

III. Airline filing a voluntary petition in bankruptcy, or making an assignment of all or substantially all of Airline's assets for the benefit of Airline's creditors, or Airline is adjudicated as bankrupt in any involuntary proceeding in bankruptcy against Airline, or a receiver or a trustee of Airline's assets is appointed; provided, however, that in the latter event, if any such appointment is involuntary, then it shall not be considered as an Event of Default by Airline unless Airline fails to procure a dismissal thereof within ninety (90) days after the commencement of such involuntary bankruptcy proceeding or appointment of such receiver or trustee, whichever event occurs first.

IV. The failure of Airline to comply with all local, state, and federal laws, ordinances, and rules and regulations, including those of agencies of said federal, State and local governments which may be applicable to Airline's operation or to the operation, management, maintenance or administration of the Airport now in effect or hereafter adopted. Such rules and regulations include Airport rules, regulations, and policies now in effect or hereafter adopted.

V. Any act or omission by Airline which violates, or causes Village to be in violation of, any of Village's FAA grant assurances, or the terms of any state or federal grant funding program in which the Airport participates.

Section 14.02 **Remedies Upon Default.** If any Event of Default occurs and is continuing, Village may terminate this Agreement by giving Airline at least fifteen (15) days' prior written notice. Such cancellation shall be without forfeiture, waiver, or release of Village's right to take whatever legal proceedings may appear necessary or desirable to collect any fees or other charges then due or to enforce any obligation, covenant or agreement of Airline under this Agreement or applicable law. The remedies set forth herein are cumulative and shall be in addition to any

other remedies available at law or equity.

Section 14.03 **Cancellation by Airline or Village.** Subject to the terms and conditions of the MRG, Airline or Village may terminate this Agreement at any time with or without cause by giving the other party sixty (60) days advance written notice of its intent to do so. If this Agreement is terminated by Airline in accordance with this Section 14.03, then prior to the effective date of such termination, the Airline shall cure any default in the payment of any fees or charges to Village hereunder if any Event of Default exists or occurs.

ARTICLE 15
DAMAGE OR DESTRUCTION

Section 15.01 Village shall not be liable to Airline for damage to Airline's property, improvements and facilities from any cause whatsoever, including, without limitation, any act of negligence of any tenants, occupants or other users of the Airport or any other person unless, and only to the extent, caused by the negligence of Village, its agents, servants, contractors, invitees or employees. Airline shall have the right, however, to claim and recover its damages from any third party other than Village who may be liable for such damages. In the event that damage or destruction occurs to the Premises or the Airport to an extent that materially prevents Airline from continuing operations on other than a temporary or minor basis, then either party may terminate this Agreement upon written notice to the other party without further obligation or duty of either party to the other, provided that nothing in this Article shall operate to terminate or waive the indemnification obligations of either Party under this Agreement.

ARTICLE 16
PROHIBITED USES

Section 16.01 **Prohibited Uses.** Airline shall not do or permit anything to be done in, on, or at the Airport which will in any way conflict with any law, or ordinance of any governmental agency, or with Village and Airport rules and regulations provided for in Article 10 herein, or create a nuisance or in any way obstruct or interfere with the rights of other users of the Airport, or damage any property or persons thereon, or endanger the health and safety of persons using the Airport.

Section 16.02 **Oil, Fuel, and Other Materials.** Airline agrees to prevent the entry of oil, fuel or other prohibited materials that are under its control or for which it is responsible into the drainage system of Airport or into the drainage system of any of its surrounding communities, unless such materials are first properly treated by equipment installed by Airline with the approval of Village for that purpose. To qualify as properly treated, all such materials must meet all applicable standards for discharge. Airline shall be responsible for all costs, damages, fines, penalties, expenses, fees, and other liabilities arising out of or relating to the prohibited entry of such oil, fuel, or other materials into such drainage systems, to the extent caused by the acts or omissions of Airline or those acting on its behalf.

ARTICLE 17
ALTERATIONS AND ADDITIONS

Section 17.01 Airline shall make no alterations or additions to the Premises without the prior written approval of Village. If Village approves a proposed alteration or addition, Airline shall be required to comply with all applicable federal, state, and local laws, regulations, and codes, including the requirements of the Americans with Disabilities Act, and any conditions contained in Village's approval. Airline shall be required to procure a performance bond as set forth in Section 20.05 before beginning construction in connection with any such alteration or addition. Unless otherwise agreed by the Village in writing, all approved alterations and additions shall become part of the Premises upon installation and shall remain upon termination of the Agreement. At Village's election, Airline shall remove any such alteration and restore the Premises to their prior condition, reasonable wear and tear excepted.

ARTICLE 18
FEDERAL GRANTS, NON-DISCRIMINATION, AND HANDICAPPED ACCESS

Section 18.01 **Subject to Federal Grants in General.** This Agreement shall be subordinate to the provisions of any existing and future agreements and grant assurances between Village and the United States of America, its boards, agencies, or commissions, relative to the operation or maintenance of the Airport, the execution of which has been, or will be, required as a condition to the expenditure of Federal funds for the development of the Airport. In the event of any conflict between this Agreement and any current or future agreement between the Village and the United States government, or any agency or instrumentality thereof, the latter shall control. Airline shall reasonably abide by the requirements of such agreements and shall consent to amendments and modifications of this Agreement if required by such agreement, or if required by applicable federal law, including without limitation directives of the FAA.

Section 18.02 **Non-Discrimination.** Airline, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; and (3) Airline shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above non-discrimination covenants, Village shall have the right to terminate this Agreement and to re-enter and repossess Airline's

Premises and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 18.03 **Handicapped Accessibility Standards.** The Village shall be responsible for maintaining the Airport Terminal in a manner which complies with the requirements concerning facilities of 14 C.F.R. Part 382 ("Nondiscrimination on the Basis of Handicap in Air Travel"), and other relevant Federal, State, and local laws. In the event that the Village incurs costs to make real property improvements or to acquire equipment in order to comply with such requirements during the Term of this Agreement, Village will adjust the relevant charges and fees to recover the cost of such improvements or equipment over the course of their useful life in accordance with Section 5.05 hereof.

Section 18.04 **Affirmative Action.** Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Section 18.05 **Participation by Disadvantaged Business Enterprises.** This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 C.F.R. Part 26, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Airline and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Airline shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts, including this Agreement and Airline's contracts with its contractors under this Agreement. Failure by the Airline to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Village deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Airline from future bidding as non-responsible.

The Airline shall include the preceding statements of this Section in contracts with its contractors under this Agreement that are covered by 49 C.F.R. Part 26, and shall require that its contractors similarly include these statements in their subcontracts.

ARTICLE 19
FIXTURES AND EQUIPMENT
INSTALLED BY AIRLINE

Section 19.01 **Trade Fixtures.** Airline will retain title to all of its trade fixtures and equipment. Except as otherwise provided in this Article, all equipment, trade fixtures and other personal property installed or placed by Airline in the Premises on or about the Airport and which can be removed without structural damage to the Premises or any other Village-owned property, unless otherwise provided in another written agreement between Airline and the Village, shall remain the property of Airline, and Airline shall have the right at any time during the Term of this Agreement and prior to its expiration or termination to remove any or all of said property from the Airport provided Airline is not in default in its payments to the Village hereunder. Airline agrees to repair or pay for all damages, if any, resulting from such removal. All the Village's property damages by or as a result of the removal of Airline's property shall be restored at the Airline's expense to the same or better condition that it was prior to such damage. Within fifteen (15) days following the expiration or other termination of this Agreement, Airline shall remove its office equipment, display signs, and other similar personal property of Airline from the Premises. Within forty-five (45) days following the expiration or other termination of this Agreement, Airline shall remove its heavy equipment (i.e. bag carts, air stairs, maintenance equipment) from the Premises. Any and all property of Airline not removed within the above stated time frames shall thereupon become a part of the land on which it is located and title thereto shall thereupon vest in the Village; provided, however, nothing herein shall be construed to permit Airline to intentionally abandon property on the Premises without prior written approval of the Airport Manager.

Section 19.02 **Rights on Termination.** Upon the expiration or termination of this Agreement, all of Airline's rights, authority and privilege to use the Premises, services and facilities of the Airport pursuant to this Agreement shall cease.

ARTICLE 20
MISCELLANEOUS

Section 20.01 **Non-Waiver of Rights.** Continued performance by either party hereto pursuant to the terms of this Agreement after a default in any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto, shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act as a waiver of any subsequent default.

Section 20.02 **Approval by the Parties.** Whenever the consent or approval of Village or Airline is called for herein, it is understood and agreed that such approval shall be in writing and obtained in advance and, unless the Agreement expressly provides otherwise, shall not be unreasonably withheld, conditioned, or delayed.

Section 20.03 **Headings.** The Article and Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, broaden or describe the scope or intent of any provisions of this Agreement.

Section 20.04 **Performance and Labor and Material Payment Bonds.** Airline shall cause appropriate performance and labor and material payment bonds, issued by a surety authorized to transact business in the State of New Mexico and reasonably acceptable to the Village to be placed in effect with standard public liability insurance coverage to be placed in effect in a form approved by Village prior to any construction performed by Airline or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor by or for it or them at said Premises.

In the event any person or corporation shall attempt to assert a claim against Village for work done or materials supplied in connection with improvements made by Airline, Airline shall hold Village harmless from such claim, including the cost of defense.

Section 20.05 **Remedies.** The rights and remedies given to Village and Airline in this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by either party, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided.

Each party to this Agreement shall be responsible for its own legal costs, including attorney fees, except as otherwise provided in this Agreement, should Village and/or Airline be required to resort to legal proceedings in order collect any sums due under this Agreement.

Section 20.06 **Governing Law/Rights Reserved to Village.** This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of New Mexico without regard to any conflict of law rules. Venue for any and all disputes arising out of this agreement shall lie exclusively in the State or Federal courts having jurisdiction over the Village of Ruidoso, New Mexico, to the extent such disputes fall within the subject matter jurisdiction of said courts. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, or defense available to the Village under the New Mexico Tort Claims Act, NMSA 1978, or any other applicable provision of federal or state law.

Nothing contained herein shall impair the right of the Village to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and laws of the State of New Mexico, and the Village of Ruidoso Code of Ordinances, as amended from time to time, insofar as they are applicable to

the terms and provisions of this Agreement, all of which shall be considered a part of this Agreement to the same extent as though copied herein at length.

Section 20.07 **Non-Liability.** No elected or appointed official, director, manager, officer, agent, or employee of Village or Airline shall be charged personally or be held liable by or to the other party under any term or provision of this Agreement, or any amendment thereto, or because of any breach hereof, or because of its execution. The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 20.08 **Notices.**

A. Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, Village or Airline shall be sufficient for every purpose hereunder if in writing and mailed by certified or registered mail, postage prepaid and addressed as follows:

To Village:
Village of Ruidoso
Attention: Lynn D. Crawford, Mayor
313 Cree Meadows Drive
Ruidoso, New Mexico 88345
Email: lynncrawford@riudoso-nm.gov

To Airline:
CFM d/b/a Contour Airlines
Attention: Ben Munson, President
808 Blue Angel Way
Smyrna, Tennessee 37167
Email: ben.munson@flycontour.com

The foregoing addresses may be changed by either party giving to the other party the same type of notice described above providing a substitute address.

B. Any such notice or other document shall be deemed to be received as of three days after the date deposited in the mail, if mailed in accordance with subsection (A) of this Section.

Section 20.09 **Exhibits.** All exhibits referred to in this Agreement are deemed to be attached hereto and incorporated herein.

Section 20.10 **Force Majeure.** Neither the Village nor Airline shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible or which is not in its control, provided, however that these

provisions shall not excuse Airline from paying the rentals and fees provided for herein.

Section 20.11 **No Partnership or Joint Venture**. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties or constitute any party to be the agent of the other party for any purpose. No party shall have any authority to act for or bind the other party in any way, or to represent that it has such authority.

Section 20.12 **Construction**. This Agreement shall not be construed against the party preparing same, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any presumed drafting Party.

Section 20.13 **Counterparts and Reproductions**. This Agreement may be executed in one or more counterparts (including electronic counterparts), each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Agreement shall be deemed fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart may contain all of the signatures of all the parties to this Agreement. For all purposes, any digital, photocopy, facsimile, or electronic reproduction of any original signature on this document shall be as valid as any original signature; and any digital, photocopy, facsimile, or electronic reproduction of this executed Agreement shall be as valid as any original Agreement. Electronic signatures shall have the same force and effect as manual signatures for all purposes.

Section 20.14 **Entire Agreement.** On the Effective Date, this Agreement shall supersede any prior agreements between the parties with respect to the subject matter hereof whether oral or written, except for that certain Minimum Ticket Revenue Guarantee Agreement 2026 dated April 16,2026 ("MRG"), which shall remain in full force and effect according to its terms. This Agreement, together with all Exhibits and Appendices hereto, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and may be amended only in writing, executed by duly authorized representatives of the parties.

Section 20.15 **FAA Approval.** This Agreement may be subject to the approval of the Federal Aviation Administration ("FAA"). If the FAA requires modification to this agreement as a condition of approval or continued compliance, the parties shall cooperate in good faith to amend this Agreement accordingly. If the parties are unable to agree upon such amendments, either party may terminate this Agreement upon written notice to the other.

Section 20.16 **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Section 20.17 **Execution Powers.** The undersigned officials are authorized to execute this Agreement on behalf of the parties, and hereby confirm that such execution has been authorized by resolution or motion of the governing authority of the respective party.

Section 20.18 **Time is of the Essence.** Time is of the essence with regard to performance of any acts under this Agreement, unless the parties agree otherwise in writing.

Section 20.19 **Preamble.** The parties agree that the preamble and "whereas" provisions set forth at the beginning of this Agreement constitute a substantive part of this Agreement, and the same are hereby incorporated into this Agreement by reference.

Section 20.20 **Amendments to Law.** The parties hereby acknowledge that all laws, regulations, policies, guidelines, executive orders, and other publications of the United States government, the State of New Mexico, and their respective departments and agencies are subject to administrative or legislative amendment. To the extent that any such laws, regulations, guidelines, executive orders, or other publications cited herein are expressly, or by necessary implication, amended, superseded, or repealed, the citation thereto in this Agreement shall be construed as referring to the most current or up-to-date version thereof, if any, that remains in effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

On Behalf of the Village of Ruidoso:

By: _____ _____
Lynn D. Crawford, Mayor Date

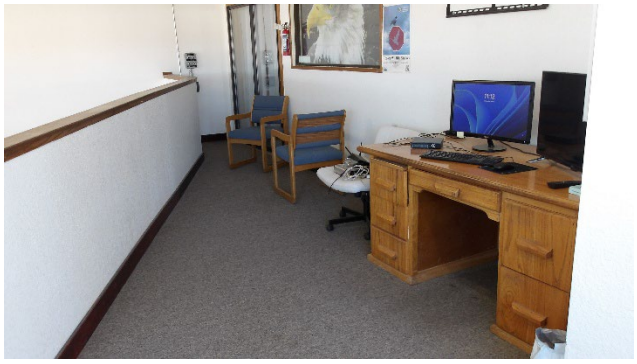
On Behalf of Corporate Flight Management, Inc. d/b/a Contour Airlines:

By: _____ _____
Benjamin Munson, President Date

EXHIBIT "A"
PREMISES LEASED TO AIRLINE

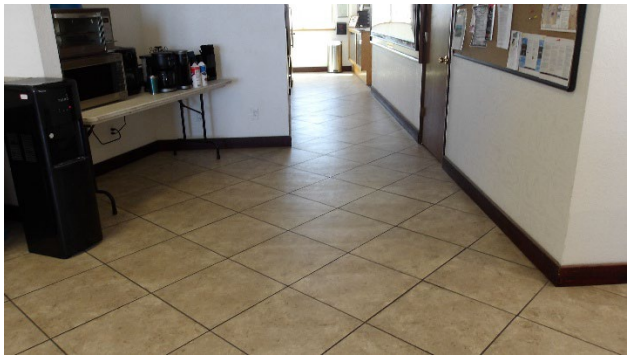
The Airport has designated specific areas within the main terminal footprint in agreement with the Airline for the necessary space to conduct commercial air travel operations. This space includes dedicated office space for the Airline's site manager, ticket counter space for the public, x-ray and security screening area and a dedicated storage area for necessary maintenance parts for the Airline's aircraft, all as further identified in Exhibit A-1 below.

EXHIBIT "A-1"
PREMISES LEASED TO AIRLINE – LAYOUT



Office Space – 120sq/ft

Ticket Counter – 36sq/ft



X-Ray/Security Inspection – 18sq/ft

EXHIBIT "B"
Schedule of Rent, Rates, and Charges

Areas of Occupancy by Contour Air

Office Space – 120sq/ft
Ticket Counter – 36sq/ft
X-Ray/Security Inspection – 18sq/ft

Total Office Space – 174sq/ft

TOTAL Sq/Ft – 174sq/ft

Rate per Sq/Ft - $2.50

Cost per sq/ft - $435.00 per month rate is a modified gross amount

Rent to be paid on the 20th of each month

EXHIBIT "C"

Monthly Activity Report

Number of Flights Scheduled	
Number of Flights Completed	
Number of Revenue Departures	
Total Revenue	
Revenue Passengers Enplaned	
Non-Revenue Passengers Enplaned	
Revenue Passengers Deplaned	
Non-Revenue Passengers Deplaned	
Cargo Report	
Total Cargo Weight Loaded	
Total Cargo Weight Unloaded	
Deicing Report	
Gallons of Deicing Fluid Used	

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 6.

To:

Presenter(s): Steven Minner, Chief of Police

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

Item Summary:

Discussion and Possible Action on Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

Financial Impact:

Funds are budgeted in FY 2027 in the General Fund's Police Department's Humane Society Contract line item (101-040-52015) in the amount of $95,000.00.

Item Discussion:

Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

Recommendations:

To Approve Agreement between the Village of Ruidoso and the Humane Society of Lincoln County for the Safe and Humane Control of Animals and the Protection of the Citizens of the Village of Ruidoso, in the Amount of $95,000.00.

ATTACHMENTS:
Village of Ruidoso 26-29 Contract with HSLC FY 2027.pdf

AGREEMENT BETWEEN THE VILLAGE OF RUIDOSO AND THE HUMANE SOCIETY OF LINCOLN COUNTY

THIS AGREEMENT dated June 23, 2026 (changed from April 15, 2026), made and entered into by and between the VILLAGE OF RUIDOSO, a municipal corporation of the State of New Mexico, hereinafter called the "VILLAGE" and "HUMANE SOCIETY OF LINCOLN COUNTY hereinafter called the "CONTRACTOR"

WITNESSETH:

WHEREAS, the Village has the responsibility to protect and maintain the safety and welfare of its citizens including the need to obtain services and facilities necessary to safely and humanely shelter animals for the purpose of animal control and the protection of the citizens of the Village; and

WHEREAS, Contractor is ready, able and willing to render the needed services and provide facilities required for the safe and humane control of animals and the protection of the citizens of the Village which are the responsibility of the Village.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1) Term. The term of this Agreement shall be for one (1) year, beginning July 1, 2026, and ending June 30, 2027. This contract will be part of a **3-year** contract between the Village of Ruidoso and The Humane Society ending on June 30, 2029.

2) Compensation. For the services to be provided to the Village by Contractor set out below, the Village agrees to pay **$95,000.00** during the term of this Agreement, said amount to be paid in equal monthly installments in the month following the month in which services were provided to the Village by contract

3) Indemnification. Contractor agrees to hold harmless, indemnify and defend the Village and its "public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 through 41-4-29 NMSA 1978, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to Contractor's activities in connection herewith, including, but not limited to, the operation of the Animal

Shelter or Contractor's use or occupancy of any motor vehicle including, but not limited to, any negligent or intentional acts or omissions of Contractor's officers, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assigns or suppliers, as well as all the persons doing business with or receiving services from Contractor. Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or renewal period or any other termination of this Agreement.

4) Sovereign Immunity. By entering into this Agreement, the Village and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives on provisions of the New Mexico Tort Claims Act, supra.

5) Third Party Beneficiary It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

6) Independent Contractor. The Village shall not have any responsibility for shelter maintenance, any utilities, improvements, feeding, cleaning or Contractor personnel in connection with the operation of the shelter, nor shall the Village be responsible in any manner for the control or care of the animals placed in the shelter. Contractor is an independent contractor by performing these services for the Village and is not an employee of any federal, state or local government body and is not an agent of the Village. Neither the Contractor nor any of its employees shall accrue leave, retirement, insurance or any other benefits afforded to employees of the Village as a result of this Agreement.

7) Shelter Areas. Contractor agrees to maintain within the Animal Shelter the following separate areas:

a. Adoptable Animals: defined as animals which have been brought to the shelter by their owners and are non-vicious and which Contractor determines, as a matter of its sole discretion, are suitable for placement with persons who may wish to adopt said animals.

b. Stray Animals: defined as animals without proof of current vaccination against rabies and owners of which are not known.

c. Quarantined Animals: defined as:

i. Those animals which have bitten a person causing an abrasion or break in the skin, which are to be confined or disposed of in the manner provided according to Village Ordinances and State Law.

ii. Those animals declared to be under quarantine or observation by the Village of County (District) Health Officer, such declaration or quarantine to be based on a finding by any of the above authorities of the existence, or a danger of the existence of rabies in a particular area of the Village or County, and such animals to be handled or disposed of in the manner provided by Village Ordinances and according to State Law.

d. Detained Animals: defined as those animals that do not fit any of the above definitions and that have been placed in the Animal Shelter by the Village and its "public employees" or the County and its public employees, pursuant to the enforcement of any and all local laws, statutes, ordinances, municipal or county codes, state laws or pursuant to the order of any Court.

e. Owner Relinquish: any animal owner that relinquishes his or her animal to the Humane Society of Lincoln County will be charged a fee of $85.00. In addition, any persons wishing to surrender feral cats to the Humane Society of Lincoln County will be charged a fee of $10 per feral cat.

Specifically, and intentionally excluded from the definitions herein, are any animals detained because of any actions initiated by Contractor. Adequate space will be maintained at all times for all agencies under contract. This includes the Village of Ruidoso when animals are transported to the Humane Society.

8) Custody and Control of Animals. Except as provided otherwise herein, all animals brought to the Animal Shelter shall remain under the control of the Shelter until redeemed by the owner, euthanized or released by Contractor for adoption.

Except for quarantined animals and detained animals as defined in paragraphs 7 (c) and 7 (d) above, all untagged animals that remain in the Animal Shelter for a period of seventy-two (72) hours shall, at the end of said period, be considered to be the property of Contractor with authority for Contractor to adopt or euthanize said animals at its discretion.

All tagged animals that remain in the Animal Shelter for a period of one hundred-twenty (120) hours, or if tag is untraceable to the owner after seventy-two (72) hours, shall, at the end of said period, considered to be the property of Contractor with authority for Contractor to adopt out or euthanize at its discretion.

9) Business Hours. The Village Police Department will have keyed access to impound facilities at the Animal Shelter at all times for the purpose of impounding animals for care and housing during hours when Animal Shelter is not open for business. Contractor agrees to provide care for impounded animals seven (7) days per week. The Animal Shelter will be open to the public for adoptions, redemption of animals and to conduct other business five (5) days per week on Monday, Tuesday, Thursday, and Friday from 10:00am to 4:00pm and Saturday from 11:00 a.m. to 3:00 p.m. The hours of operation shall be provided and posted for the public and shall be adhered to.

10) Animal Licenses. As issued in ordinance section 14-4-(b), Any veterinarian or other person who implants an identification microchip in a dog or cat within the village limits shall provide proof of the microchip implant to the Humane Society of Lincoln County (HSLC) on forms to be developed and provided by HSLC. Microchips can be obtained through any Veterinarian or HSLC.

11) Insurance. The Contractor shall maintain insurance coverage at all times on the Leasehold Property, its operations, the building and the building contents, as follows:

A. General Commercial Liability Insurance in the amounts specified in the New Mexico Tort Claims Act with the Village named as an additional insured. 12) Cancellation. This Agreement may be cancelled if:

1. Contractor does not comply with one or more provisions of this Agreement; in this case the Village may, at its discretion, give written notice to Contractor that it shall have seven (7) days from the date of notice to come into compliance with the provision or provisions in question. If Contractor does not come into compliance with the requirements of the provisions referred to in the notice, the Village may, at its option, cancel this Agreement immediately.
2. Either party may, upon giving sixty (60) days written notice to the other party, cancel this Agreement.

13) Renewal. The term of this Agreement may be extended for three (3) additional one-year terms extending through June 30, 2029. Thirty (30) days prior to the close of any term of this agreement, which is subject to extension, the Village shall give Contractor notice of its desire to renew or not to renew this Agreement. If both parties desire to renew, the appropriate officer of the Contractor shall countersign the notice and the Agreement shall be renewed for an additional one-year period.

14) Notices. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

CONTRACTOR:

Physical Address: Humane Society of Lincoln County
25962 Us Hwy 70 Ruidoso NM 88345

VILLAGE :

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

15) Governing Law. This Agreement shall be governed exclusively by the laws of the State of New Mexico and the Village of Ruidoso Municipal Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, and year first written above.

VILLAGE OF RUIDOSO

_____ Lynn D. Crawford, Mayor, Village of Ruidoso

(SEAL)

Attest:

_____ Yvonne Vigil, Clerk, Village of Ruidoso

Humane Society of Lincoln County

_____
Abel Guzman, Executive Director

_____
Shannon Lefebvre, Treasurer
Board of Directors

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 7.

To:

Presenter(s): Heath Dobrovolny, Deputy Village Manager

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Acknowledgment of Gordon Gray's Intention to Designate the Village of Ruidoso, a New Mexico Municipal Corporation, as a Fifty Percent (50%) Beneficiary of His Schwab IRA for the Purpose of Supporting Firefighting within the Village Limits.

Item Summary:

Discussion and Possible Action on Acknowledgment of Gordon Gray's Intention to Designate the Village of Ruidoso, a New Mexico Municipal Corporation, as a Fifty Percent (50%) Beneficiary of His Schwab IRA for the Purpose of Supporting Firefighting within the Village Limits.

Financial Impact:

None

Item Discussion:

This acknowledgment is intended solely to confirm the Village's understanding of the stated charitable intent. Nothing in this letter creates a contractual obligation, limits the ability of Mr. Gray to change your beneficiary designation, or constitutes legal or tax advice.

Recommendations:

To Approve Acknowledgment of Gordon Gray's Intention to Designate the Village of Ruidoso, a New Mexico Municipal Corporation, as a Fifty Percent (50%) Beneficiary of His Schwab IRA for the Purpose of Supporting Firefighting within the Village Limits.

ATTACHMENTS:
IRA Gift Acknowledgment DM Edit.pdf

VILLAGE OF RUIDOSO NEW MEXICO

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

WWW.RUIDOSO-NM.GOV

July 14, 2026

Mr. Gordon Gray
106 Circle Dr.
Ruidoso, NM 88345

In Re: Naming Beneficiary to Schwab IRA

Mr. Gray,

This letter acknowledges your stated intention to designate the Village of Ruidoso, a New Mexico municipal corporation, as a fifty percent (50%) beneficiary of your Schwab IRA. You have advised the Village that it is your current intention to designate the Village as the beneficiary of fifty percent (50%) of the value of the above-referenced Schwab IRA upon your passing, for the purpose of supporting firefighting within the Village limits. You have indicated that your generous donation is intended for the benefit of the Village of Ruidoso Fire Department and that, within that purpose, the Village may determine how the funds are used.

Please identify the beneficiary as follows: Village of Ruidoso, a New Mexico municipal corporation

This acknowledgment is intended solely to confirm the Village's understanding of your stated charitable intent. Nothing in this letter creates a contractual obligation, limits your ability to change your beneficiary designation, or constitutes legal or tax advice. The Village encourages you to consult your own estate planning attorney or financial advisor regarding your beneficiary designation.

The Village will retain a copy of this acknowledgment for its records.

The Village is honored by your generosity and your desire to support the firefighters who serve our community. We sincerely appreciate your consideration and thank you for your commitment to the safety and well-being of the residents of the Village of Ruidoso.

Sincerely,

Lynn D. Crawford
Mayor, Village of Ruidoso

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 8.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-150, a Resolution for Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the 2027 Cooperative (COOP) Agreement in the Amount of $471,489.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-150, a Resolution for Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the 2027 Cooperative (COOP) Agreement in the Amount of $471,489.00.

Financial Impact:

VOR 25% Share $117,872 & NMDOT 75% Share $353,617. The Street Dept. will utilize it's in-house equipment and labor for the project's 25% share of $117,872

Item Discussion:

The Village of Ruidoso Street Department is asking for the commitment for the 2027 COOP Project Funding Agreement. The Street Department plans on using in-house equipment and labor and will utilize NMDOT 75% to purchase materials for the project. The project area includes a portion of : Sunny Slope Subdivision, & White Mountain Estates. Streets will include Sunny Slope, Sunny Slope Court, Slate Court, Marble, & Coal.

Recommendations:

To Approve Adoption of Resolution 2026-150, a Resolution for Participation in Local Government Road Fund Program Administered by New Mexico Department of Transportation for the 2027 Cooperative (COOP) Agreement in the Amount of $471,489.00.

ATTACHMENTS:
Resolution 2026-150.pdf
COOP L200712 Village of Ruidoso_Original Agreement.pdf
2027 CO-OP Project Map.pdf

RESOLUTION
2026-150
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 cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$471,489** to be funded in proportional share by the parties hereto as follows:

CN L200712 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	**100%**
FY 2027 Local Government Road Fund Drainage Improvements/rehabilitation, Pavement Improvements/Rehabilitation, and miscellaneous street improvements	**$353,617**	**$117,872**	**$471,489**

WHEREAS, the **Village of Ruidoso** shall pay all costs, which exceed the total project cost of **$471,489**.

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 **12/31/2027** 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 **L200712** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Sunny Slope Drive, Sunny Slope Court, Slate Court, Marble Drive & Coal Drive - Drainage Improvements/rehabilitation, Pavement Improvements/Rehabilitation, and miscellaneous street 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

Contract No. _____
Vendor No. 0000054454
Control No. HW2L200712

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Ruidoso** (Public Entity), collectively referred 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 in Control No. L200712, and the Public Entity's resolution attached as **Exhibit C**. See:

Drainage Improvements/rehabilitation, Pavement Improvements/Rehabilitation, and miscellaneous street 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 **Four Hundred Seventy One Thousand Four Hundred Eighty Nine Dollars and Thirty Three Cents ($471,489)** 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 2027 Local Government Road Fund **For the purpose stated above in Section 1.**	**$353,617**	**$117,872**	**$471,489**
		Total Project Cost	**$471,489**

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 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 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. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. 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.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. 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.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in 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 for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were 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/Local 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 **12/31/2027**. 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 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, Sections 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 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 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 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.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

Village of Ruidoso

By:_____ Date: _____

Title: _____

Attest: _____
Village of Ruidoso Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 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.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

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

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 **$471,489** to be funded in proportional share by the parties hereto as follows:

CN L200712 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2027 Local Government Road Fund Drainage Improvements/rehabilitation, Pavement Improvements/Rehabilitation, and miscellaneous street improvements	**$353,617**	**$117,872**	**$471,489**

WHEREAS, the **Village of Ruidoso** shall pay all costs, which exceed the total project cost of **$471,489**.

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 **12/31/2027** 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 **L200712** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Sunny Slope Drive, Sunny Slope Court, Slate Court, Marble Drive & Coal Drive - Drainage Improvements/rehabilitation, Pavement Improvements/Rehabilitation, and miscellaneous street 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

VILLAGE OF RUIDOSO NEW MEXICO

2026 CO-OP Project

Level Course, Clean Bar Ditches, with 2 1/2" Overlay

Legend

COAL DR	792 Feet
MARBLE CT	528 Feet
MARBLE DR	2,640 Feet
S SLOPE CT	528 Feet
SLATE CT	528 Feet
SUNNY SLOPE DR	4,752 Feet
DBO.VOR_Boundary	
DBO.Parcels	

N

0 0.05 0.1 0.2 Mi

1580

AGENDA MEMORANDUM

Village of Ruidoso

REGULAR ITEMS - 9.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: July 14, 2026

Re: Discussion and Possible Action on Adoption of Resolution 2026-151, A Resolution for Participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for the 2027 Municipal Arterial Program (MAP) Funding in the amount of $368,331.00.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2026-151, A Resolution for Participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for the 2027 Municipal Arterial Program (MAP) Funding in the amount of $368,331.00.

Financial Impact:

VOR 25% share $92,083 & NMDOT 75% share $ 276,248. The Street Dept. will utilize it's in-house equipment & labor for the project's 25% share of $92,083.

Item Discussion:

The Village of Ruidoso Street Department is asking for the commitment for the 2027 MAP Project Funding Agreement. The Street Department plans on using in-house equipment and labor and will utilize NMDOT 75% to purchase materials for the project. The project area includes Lower Terrace, Upper Terrace, Terrace, Course View and a portion of Rainbow .

Recommendations:

To Approve Adoption of Resolution 2026-151, A Resolution for Participation in the Local Government Road Fund Program Administered by the New Mexico Department of Transportation for the 2027 Municipal Arterial Program (MAP) Funding in the amount of $368,331.00.

ATTACHMENTS:
RESOLUTION 2026-151.pdf
MAP L200736 Village of Ruidoso_Original Agreement.pdf
2027 MAP Project Map.pdf

RESOLUTION
2026-151
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 ***$368,331*** to be funded in proportional share by the parties hereto as follows:

CN HW2L200736 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	**100%**
FY2027 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Miscellaneous Improvements	**$276,248**	**$92,083**	**$368,331**

WHEREAS, the *Village of Ruidoso* shall pay all costs, which exceed the total project of **$368,331**.

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 **6/30/2028** 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 **L200736** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027. For Village will improve Drainage Improvements/Rehabilitation, Pavement Improvements / Rehabilitation, & Misc. within the project area which includes: Terrace Drive, Lower Terrace, Upper Terrace, Course View Drive, & Rainbow Drive from Mechem to Lower Terrace Drive. Project will include 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 _____ DAY OF _____, 2026

_____ _____
Lynn D. Crawford, Mayor Date

_____ _____
Yvonne Vigil, Village Clerk Date

(SEAL)

Contract No. _____
Vendor No. 0000054454
Control No. HW2L200736

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. **L200736**, 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 Sixty Eight Thousand Three Hundred Thirty Dollars and No Cents **($368,331)** 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 2027 Local Government Road Fund **For the purpose stated above in Section 1.**	**$276,248**	**$92,083**	**$368,331**
		Total Project Cost	**$368,331**

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

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, 2028**. 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

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

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

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.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended By District 2

By:_____ Date: _____
District Engineer

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

By:_____ Date: _____
Assistant General Counsel

Village of Ruidoso

By:_____ Date: _____

Title: _____

Attest: _____
Name and Title

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.

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.

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.

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 **$368,331** to be funded in proportional share by the parties hereto as follows:

CN L200736 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2027 Local Government Road Fund Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	**$276,248**	**$92,083**	**$368,331**

WHEREAS, the **Village of Ruidoso** shall pay all costs, which exceed the total project cost of **$368,331**.

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 6/30/2028 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 **L200736** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Village will improve Drainage Improvements/Rehiabilitation, Pavement Improvements/Rehabilitation, & Misc. within the Project area which includes: Terrance Drive, Lower Terrance, Upper Terrace, and Course view Drive Rainbow Drive from Mechem to Lower Terra - 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

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.

CERTIFICATION NO. 1

CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L200736

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.

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.

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

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L200736

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. **L200736** 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

CERTIFICATION NO. 3

AS BUILT SUMMARY

OF COSTS AND QUANTITIES

CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

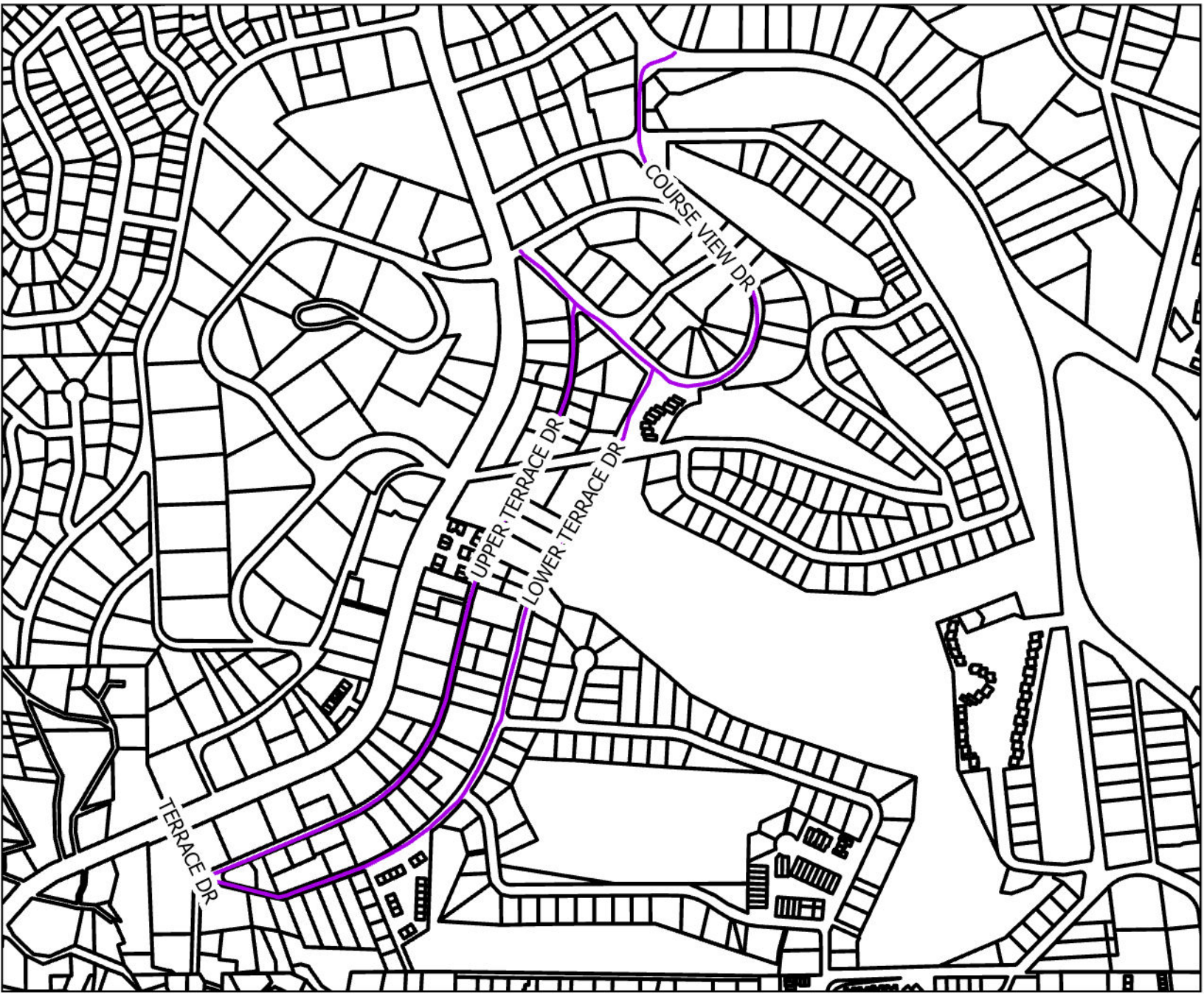
SCOPE OF WORK: _____

_____

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

VILLAGE OF RUIDOSO NEW MEXICO

2026 MAP Project



Level Course, Clean Bar Ditches, with 2 1/2" Overlay

Legend

COURSE VIEW	2,640 Feet
LOWER TERRACE	3,168 Feet
TERRACE	(Included into footage of Upper Terrace)
UPPER TERRACE	3,168 Feet
DBO.VOR_Boundary	
DBO.Parcels	

N

0 0.07 0.15 0.3 Mi