

VILLAGE OF RUIDOSO

**AGENDA INDEX
WORKSHOP MEETING
MARCH 3, 2026 AT 8:00 AM**

**313 Cree Meadows Dr. Ruidoso
NM,88345**

NOTICE OF WORKSHOP MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Workshop Meeting of the Governing Body of the Village of Ruidoso for Tuesday, March 3, 2026 at 8:00 a.m. The Workshop Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Workshop Meeting is as follows:

CALL TO ORDER

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

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

ROLL CALL

AGENDA ITEMS

1. Discussion on Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.
2. Discussion on Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.
3. Discussion on Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.
4. Discussion on First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.
5. Discussion on 2026 Village of Ruidoso Strategic Plan.
6. Discussion on Adoption of Resolution 2026-11, a Resolution Authorizing Disposal of Surplus Property.
7. Discussion on Adoption of Resolution 2026-12, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New

Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$2,000,000.00.

8. Discussion on Adoption of Resolution 2026-13, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$500,000.00.
9. Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of \$931,399.17 Including NMGRT.
10. Discussion on Award of ITB #2026-004B to DUB-L-EE, LLC for Two Rivers Water Intake and Transmission System.
11. Discussion on Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of \$4,551,240.78.
12. Discussion on Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of \$201,847.89 Including NMGRT.

ADJOURN

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 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.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 3, 2026

Re: Discussion on Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Item Summary:

Discussion on Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Financial Impact:

Lessee will pay the Village \$15,725.00 Annually

Item Discussion:

Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Recommendations:

To Discuss Ratification of Land Lease Agreement and First Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

ATTACHMENTS:

[FIRST AMENDMENT TO LAND LEASE AGREEMENT.pdf](#)
[IPUSA-R Land Lease Agreement 1 Executed 11.15.25.pdf](#)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS AMENDMENT is entered into this 3 day of December 2025, by and between the Village of Ruidoso, a New Mexico municipal corporation (the "Lessor") and IPUSA-R, a New Mexico limited liability company (the "Lessee").

WHEREAS, on November 10, 2025, the Parties entered into a Land Lease Agreement (the "Agreement") whereby Lessee agreed to lease to Lessor certain property in Lincoln County, New Mexico for the development and operation of an energy conversion facility; and

WHEREAS, the Parties have agreed to amend the Agreement as provided for herein.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 3 is amended as follows:

Lessee shall pay to Lessor annual rent in the amount of FIFTEEN-THOUSAND SEVEN-HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$15,725.00) in equal monthly installments of ONE-THOUSAND THREE-HUNDRED TEN AND 00/100 DOLLARS (\$1,310.00) (the "Annual Rent").

2. Paragraph 11 is amended as follows:

NOTICES

All notices required or permitted hereunder shall be in writing and delivered by certified mail, return receipt requested, or by overnight courier, to the following addresses:

If to Lessor: Village of Ruidoso 313 Cree Meadows Drive, Ruidoso, New Mexico 88345 Attn: Village Manager

If to Lessee: IPUSA-Ruidoso 509 S. Main St. Suite C-1, Las Cruces NM 88001-1260 Attn: Steve Lambert]

or to such other address as either party may designate by notice.

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

VILLAGE OF RUIDOSO

By: _____
Lynn D. Crawford, Mayor

IPUSA-RUIDOSO, LLC

By: _____

Name: Stephen A Lambert

Title: Member

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made and entered into as of November 10, 2025, by and between the VILLAGE OF RUIDOSO, a New Mexico municipal corporation (the "Lessor"), and IPUSA-R, a New Mexico limited liability company (the "Lessee").

RECITALS

WHEREAS, Lessor is the owner of certain real property located in Lincoln County, New Mexico; and

WHEREAS, Lessee desires to lease a portion of said real property for the purpose of developing and operating an energy conversion facility; and

WHEREAS, Lessor is willing to lease such property to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LEASED PREMISES

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain parcel of land consisting of approximately 11.28 acres, located adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico, as more particularly described and depicted on the survey attached hereto as Exhibit "A" and incorporated herein by reference (the "Leased Premises").

2. TERM

The initial term of this Lease shall be fifteen (15) years, commencing on November 12, 2025 (the "Commencement Date") and ending on November 11, 2025 (the "Initial Term").

Lessee shall have the option to extend the term of this Lease for two (2) additional periods of five (5) years each (each, an "Extension Term"), provided that Lessee is not in default under this Lease at the time of exercise of such option. Lessee shall exercise each option by providing written notice to Lessor at least ninety (90) days prior to the expiration of the then-current term. The terms and conditions of this Lease shall apply during each Extension Term, except that the Rent (as defined below) may be adjusted as provided in Section 3.

3. RENT

Lessee shall pay to Lessor monthly rent (the "Rent") for the Leased Premises, which shall be based on the fair market value per square acre as mutually determined by the parties at a later date. The parties agree to negotiate in good faith to establish the fair market value within, sixty (60) days after the

execution of this Agreement. Once determined, the Rent shall be payable in advance on the Commencement Date and monthly thereafter on the anniversary of the Commencement Date.

If the parties are unable to agree on the fair market value that is financially viable to the project then IPUSA-R shall have the right to withdraw from this Lease Agreement.

Rent shall be paid without deduction or offset, except as expressly provided herein, to Lessor at 313 Cree Meadows Drive, Ruidoso, New Mexico 88355 or such other place as Lessor may designate in writing.

4. USE OF PREMISES

Lessee shall use the Leased Premises solely for the development and operation of an energy conversion facility and for no other purpose without the prior written consent of Lessor. Lessee shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Leased Premises, including but not limited to zoning, environmental, and building codes.

Lessee shall not use the Leased Premises in any manner that creates a nuisance or interferes with the operations of the Sierra Blanca Regional Airport or adjacent properties.

5. MAINTENANCE AND REPAIRS

Lessee shall, at its sole expense, maintain the Leased Premises in good condition and repair, including all improvements constructed thereon by Lessee. Lessor shall have no obligation to maintain or repair the Leased Premises.

Upon expiration or termination of this Lease, Lessee shall remove all improvements and personal property from the Leased Premises and restore the Leased Premises to its original condition, reasonable wear and tear excepted, unless otherwise agreed in writing by Lessor.

6. INSURANCE

Lessee shall, at its sole expense, maintain during the term of this Lease:

- (a) Commercial general liability insurance covering the Leased Premises with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Property insurance covering Lessee's improvements and personal property on the Leased Premises; and
- (c) Such other insurance as may be reasonably required by Lessor.

All policies shall name Lessor as an additional insured and provide that they cannot be canceled or modified without at least thirty (30) days' prior written notice to Lessor. Lessee shall provide certificates of insurance to Lessor upon request.

7. FAA GRANT ASSURANCES

Lessee shall strictly adhere to all Airport Grant Assurances as required by the Federal Aviation Administration (FAA) applicable to the Sierra Blanca Regional Airport, as such assurances may be amended from time to time. Lessee shall cooperate with Lessor to ensure compliance with all such FAA requirements and shall promptly remedy any violation thereof upon notice from Lessor or the FAA.

8. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless Lessor, its officials, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to Lessee's use or occupancy of the Leased Premises, except to the extent caused by Lessor's gross negligence or willful misconduct.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet the Leased Premises, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. DEFAULT AND REMEDIES

The following shall constitute events of default by Lessee:

- (a) Failure to pay Rent when due, if such failure continues for ten (10) days after written notice;
- (b) Failure to perform any other covenant or obligation under this Lease, if such failure continues for thirty (30) days after written notice (or such longer period as may be reasonably necessary to cure, provided Lessee commences cure within thirty (30) days and diligently pursues it); or
- (c) Lessee's bankruptcy, insolvency, or assignment for the benefit of creditors.

Upon an event of default, Lessor may, at its option: (i) terminate this Lease; (ii) re-enter and repossess the Leased Premises; or (iii) pursue any other remedies available at law or in equity. Lessee shall be liable for all damages incurred by Lessor as a result of such default.

11. NOTICES

All notices required or permitted hereunder shall be in writing and delivered by certified mail, return receipt requested, or by overnight courier, to the following addresses:

If to Lessor: Village of Ruidoso, 313 Cree Meadows Drive, Ruidoso, New Mexico 88355, Attn: Village Manager

If to Lessee: IPUSA-R, 509 S. Main St., Suite C-1, New Mexico, 88001-1260, Attn: Brad Beasley]

or to such other address as either party may designate by notice.

12. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of laws principles. Venue for any action arising hereunder shall be in Lincoln County, New Mexico.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. No amendment or modification shall be effective unless in writing and signed by both parties.

14. SEVERABILITY

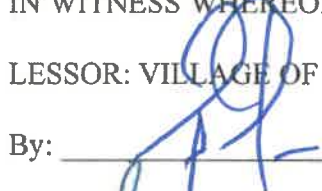
If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

LESSOR: VILLAGE OF RUIDOSO, a New Mexico municipal corporation

By:  Lynn D. Crawford, Mayor

LESSEE: IPUSA-R, a New Mexico limited liability company

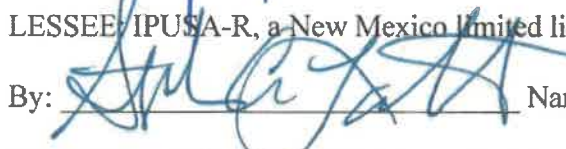
By:  Name: Stephen A. Lambert Title: Manager

EXHIBIT "A" [Survey of the Leased Premises]

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 3, 2026

Re: Discussion on Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Item Summary:

Discussion on Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Financial Impact:

Lessee will pay the Village \$15,725.00 Annually.

Item Discussion:

Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

Recommendations:

To Discuss Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

ATTACHMENTS:

[SECOND AMENDMENT TO LAND LEASE AGREEMENT.pdf](#)

**SECOND AMENDMENT TO
LAND LEASE AGREEMENT**

THIS AMENDMENT to Land Lease Agreement is made and entered into as of February 25th 2026 by and between the Village of Ruidoso, New Mexico municipal corporation and IPUSA-Ruidoso (IPUSA-R), a New Mexico limited liability company.

WHEREAS, the Parties entered into a Land Lease Agreement on or about November 10, 2025; and

WHEREAS, the Parties desire to amend the terms of the Land Lease Agreement as provided for herein.

NOW THEREFORE, the Parties agree as follows:

1. Amendment to Paragraph 2 “TERM” of the Land Lease Agreement:

Paragraph 2 of the Land Lease Agreement is hereby amended to state:

“The initial term of this Lease shall be for twenty (20) years, commencing on November 12, 2025 (the “Commencement Date”) and ending on November 11, 2045.”

2. Except as expressly modified by this Amendment, all terms and conditions of the Price Participation Agreement shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

VILLAGE OF RUIDOSO

IPUSA-RUIDOSO

Lynn D. Crawford, Mayor

Steve Lambert, Member

Date: _____

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 3, 2026

Re: Discussion on Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.

Item Summary:

Discussion on Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.

Financial Impact:

Item Discussion:

Ratification of Project Participation Agreement with IPUSA-R, for the Operation of an energy Conversion Facility.

Recommendations:

To Discuss Second Amendment to Land Lease Agreement with IPUSA-R, on a Parcel of Land Consisting of Approximately 11.28 acres, Located Adjacent to the Sierra Blanca Regional Airport in Ruidoso, Lincoln County, New Mexico for the Operation of an energy Conversion Facility.

ATTACHMENTS:

[Project Participation Agreement FULLY EXECUTED.pdf](#)

Project Participation Agreement

This Project Participation Agreement (Agreement) is entered into on July 22, 2025, by and between the following Parties:

Between

- (1) The Village of Ruidoso (Ruidoso), a New Mexico municipal corporation, whose address is 313 Cree Meadows Drive, Ruidoso NM 88345; and
- (2) IPUSA-Ruidoso (IPUSA-R) limited liability company incorporated in the State of New Mexico whose address is 100 NM 220 Alto, NM, 88312.

Whereas, The Village of Ruidoso, (Ruidoso), a New Mexico municipal corporation, with an address at 313 Cree Meadows Dr. Ruidoso, New Mexico 88345 and IPUSA-Ruidoso, (IPUSA-R), a business entity organized under the laws of New Mexico with an address at 100 NM 220, Alto, New Mexico, 88312, or such other location as agreed to by the parties, desire to collaborate on the development and operation of an energy conversion processing facility located in Ruidoso NM.

The purpose of the facility is to accept and process biomass, including specific types of agricultural residues, wood waste or organic materials into commodities, such as biochar, diesel fuel, syngas, for commercial sale and distribution.

The Parties intend to leverage their respective expertise, resources and funds to ensure the successful establishment and operation of the facility in compliance with all applicable federal, state and local regulations.

The Parties seek to define their respective rights, obligations and responsibilities for the collaborative project under the laws of the state of New Mexico including, where applicable, the uniform partnership act 1978-chapter 54 article 1A and to comply with the New Mexico Local Economic Development Act (LEDA).

1. Purpose and Scope,

The purpose of this Agreement is to establish the terms under which the Parties will collaborate on the project of development and operation of an energy conversion processing facility located in or near Ruidoso, New Mexico. The Agreement applies solely to the Project unless otherwise agreed to by the Parties in writing.

2. Formation and Terms,

The collaboration shall commence on the date of execution of the final draft and continue until the project's completion. The Parties' relationship is governed by the laws of the State of New Mexico.

3. Contributions

Each Participant shall contribute to the Project as follows;

Ruidoso:

- (a) Shall guarantee and deliver a minimum of 50,000 tons per year of biomass to the facility owned and operated by IPUSA-R, for the purpose of benefaction into various products.
- (b) Grant the lease, property to IPUSA-R at a mutually agreed upon price.
- (c) Assist IPUSA-R to gain access to assets or other land on which it is required to exercise its duties.
- (d) Cooperate with IPUSA-R to facilitate the securing of grants, tax and carbon credits and Federal, State and local incentives associated with the Project.
- (e) Give IPUSA-R full access to all available necessary information plans policies papers reports data to enable Ruidoso to carry out the Services.
- (f) Assist IPUSA-R in obtaining from the federal, state, or local governments or statutory bodies all necessary consents, permits, and authorizations as required by applicable law.
- (g) Shall provide funds from the collection of fees associated with transportation and tipping fees associated with the disposal of biowaste, which shall be referred to as a processing fee as provided for in Section 5 of this agreement.

IPUSA-R:

- (h) At IPUSA-R's sole expense, IPUSA-R shall design, build and operate a facility that can accept a minimum of 100,000 tons per year of biomass accommodating the village of Ruidoso's biomass disposal needs with the purpose of avoiding landfill usage at a guaranteed savings for current and normal tipping fees and transportation cost.
- (i) Operate the facility and deliver the services under this agreement in accordance with prudent industry practices, service standards and all applicable laws.
- (j) Shall Pay a percentage of profit from the benefaction products/commodities of the energy conversion process as agreed to herein.
- (k) Shall pay the prorated survey costs at such time as the location of the property is identified associated with the specific parcel.

SAL

- (l) Shall provide insurance on all facilities and property and name Ruidoso as an additional insured.

4. Roles and Responsibilities

IPUSA-R shall be responsible for Project management, hiring contractors and overseeing construction.

Ruidoso shall be responsible for the delivery of feedstock/biomass and processing fees.

The Parties shall perform their duties diligently and in good faith complying with all applicable federal, state and local laws and regulations

5. Profit Payment and Scheule

Ruidoso Shall Pay to IPUSA-R the following;

- (a) Whereas the participants agree that the total project cost for biomass disposal and logistics shall be calculated at the sum of the current cost of disposal logistics multiplied by .85 to account for savings.

Formula;

Step 1; Calculate the total cost T

C_d = Current cost of disposal

C_i = Cost of Logistics

T = Total cost

$C_d + C_i = T$

Step 2; Calculate the final amount F

$T \times .85 = F$

- (b) Inflation shall be determined by Market Basket or CPI, whichever is higher.

- (c) Payments to be received from Ruidoso to IP USA-R on or before the 10th day of the following month, based on the previous months delivered biomass to IPUSA-R's designated facility.

IPUSA-R shall pay to Ruidoso:

SAL

- (d) Beginning in the third full year from the date of execution of the Lease Agreement, IPUSA-Ruidoso agrees to pay the village of Ruidoso three percent (3.0%) of gross revenues from the sale of commodities on an annual basis by the last day of February following the previous year end December 31st.

6. Management and Decision-Making

Decisions concerning construction, financing, day-to-day operations of the energy conversion facility shall be the responsibility of IPUSA-R.

7. Contingencies

The obligations of the participants under this agreement are contingent upon the satisfaction of the following conditions precedent each of which must be fulfilled or waived in writing by all participants on or before the commencement date unless otherwise extended by mutual agreement.

- (a) **Site location and acquisitions:** The Participants shall identify and secure a suitable site for the construction and operation of the Energy Conversion Facility located in or near Ruidoso, New Mexico. This contingency includes:

- Purchase agreement lease or other property rights for the site approved by all participants.
- Verification that the site complies with New Mexico zoning laws land use regulations and environmental requirements as confirmed by EG a phase environmental site assessment or local zoning or authority approval.
- If the site is not secured or deemed suitable by specific date any participant may terminate this agreement without penalty but providing written notice within 10 days.

- (1) The following locations have been identified for consideration and agreement between the parties:

- a. Location A (see Appendix "A")
- b. Location B (see Appendix "B")
- c. Location C (see Appendix "C")
- d. Location D: any location identified and agreed to between the Parties.

- (b) **Financing acceptance:** IPUSA-R shall secure financing sufficient to fund the design construction and initial operation of the facility through bank loans, private investments, grants, incentive programs from the New Mexico Environmental Department or other sources. This contingency includes:

SAL

- Receipt of written financing commitments from lenders or investors, acceptable to all participants in their reasonable discretion.
- If financing is not secured by the commencement date, either Party may terminate this agreement without penalty by providing written notice within 10 days of said date.
- If prior to commercial financial closing any financial incentives including but not limited to various tax, climate related, and renewable provisions in federal, state or local governmental authorities, this agreement may be cancelled with 10 day notice.

(c) **Permits and Regulatory Approvals:** The Participants shall obtain all necessary permits and approvals required for the construction operation of the facility under New Mexico and federal law including but not limited to:

- Air quality permits from the New Mexico environmental department for emissions related to energy conversion processes
- Solid waste or hazardous materials permits if applicable for biomass processing and by product management as required by NMED
- Local zoning and building permits from the city of Ruidoso.
- Any federal permits such as those required under the Clean Air Act or Resource Conservation and Recovery Act if applicable.
- Proof of permit issuance or written confirmation from relevant authorities shall be provided to all participants if permits are not obtained within 150 days from the date of final approval by the Village of Ruidoso and State of New Mexico, any participant may terminate this agreement without penalty by providing written notice within 10 days

(d) **Feasibility and Due Diligence:** IPUSA-R shall complete a feasibility study including technical financial and environmental assessments confirming the viability of the facility for processing biomass into commodities. The study shall be conducted by mutual agreement upon third party consultant and completed within 150 days from the date of final approval by the Village of Ruidoso and State of New Mexico. If the study indicates the project is not feasible, either Party may terminate this agreement without penalty by providing written notice within 10 days.

(e) **Failure to satisfy contingencies:** If any contingency is not satisfied or waived by the specific deadline, this agreement shall be terminated by mutual consent of the Parties or by either Party within 10 days written notice to the other Party, without liability to either Party, except for obligations incurred prior to termination costs for due diligence or

deposits. Upon termination, any funds contributed by the Parties shall be returned to the respective party.

- (f) **Waiver or Extension:** Any contingency may be waived or extended by unanimous written consent of the Parties.
8. **Confidentiality:** The Parties agree to maintain the confidentiality of all project related information, including financial data and proprietary plans, except as required by law or with mutual consent.
9. **Share of Sales of Commodities:** IPUSA-R shall pay Ruidoso three percent (3.0%) of all gross receipts derived from the sale of commodities associated with the project. The Parties shall review and may renegotiate this percentage every three years from the date of execution of this Agreement.
10. **Lease Agreement:** Shall be mutually agreed upon as to both rate and at a term for no less than twenty (20) years
11. **Assignment:** Ruidoso shall not unreasonably withhold consent to any assignment of this Agreement, provided the assignee meets Ruidoso's reasonable criteria for approval.
12. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.
13. **Amendments:** This agreement shall not be amended or modified except by written document signed by all participants.

Village of Ruidoso

Mayor or designee

Gwyn D. Crawford

Date

7/22/25

Signature

[Signature]

IPUSA-R.

Stephan A. Lambert Member

Date

7/25/25

Signature

[Signature]

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 4.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 3, 2026

Re: Discussion on First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

Item Summary:

Discussion on First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

Financial Impact:

Item Discussion:

First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

Recommendations:

To Discuss First Amendment to Project Participation Agreement with IPUSA-R, for the Operation of an Energy Conversion Facility.

ATTACHMENTS:

[FIRST AMENDMENT TO PRICE PARTICIPATION AGREEMENT.pdf](#)

**FIRST AMENDMENT TO
PRICE PARTICIPATION AGREEMENT**

THIS FIRST AMENDMENT to Price Participation Agreement is made and entered into as of February 25th 2026 by and between the Village of Ruidoso, New Mexico municipal corporation and IPUSA-Ruidoso (IPUSA-R), a New Mexico limited liability company.

WHEREAS, the Parties entered into a Price Participation Agreement on or about July 22, 2025 and signed by IPUSA-R on July 25, 2025; and

WHEREAS, the Parties desire to amend the terms of the Price Participation Agree as provided for herein.

NOW THEREFORE, the Parties agree as follows:

1. Amendment to Paragraph 10 “Lease Agreement” of the Price Participation Agreement:

Paragraph 10 of the Price Participation Agreement is hereby amended to state:

“The Parties shall mutually agree upon a Lease Agreement at a term of twenty (20) years.”

2. Except as expressly modified by this Amendment, all terms and conditions of the Price Participation Agreement shall remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

VILLAGE OF RUIDOSO

IPUSA-RUIDOSO

Lynn D. Crawford, Mayor

Steve Lambert, Member

Date: _____

Date: _____

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 5.

To:

Presenter(s): Ronald Sena, Village Manager

Meeting Date: March 3, 2026

Re: Discussion on 2026 Village of Ruidoso Strategic Plan.

Item Summary:

Discussion on 2026 Village of Ruidoso Strategic Plan.

Financial Impact:

None.

Item Discussion:

On January 27-28, 2026, a Strategic Planning Workshop was held to present Department Tactical Plans to Council. After guidance from Council those plans were updated.

Recommendations:

To Discuss 2026 Village of Ruidoso Strategic Plan.

ATTACHMENTS:

[2026 Strategic Planning Report.pdf](#)

VILLAGE OF RUIDOSO STRATEGIC PLAN 2026

Mission Statement

The Village of Ruidoso is dedicated and committed to providing friendly, innovative, and quality government services which will promote a healthy and safe environment while enhancing opportunities for all citizens and visitors who live, work, and play in Nature's Playground.



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Mayor and Council

Mayor Lynn D. Crawford, Mayor Pro-Tem Rafael "Rifle" Salas, Councilor Dr. Gary Jackson, Councilor Greg Lee Cory, Councilor Darren Hooker, Councilor Susan Lutterman, and Councilor Joseph W. Eby.

Administration

Ronald L. Sena, Village Manager
Yvonne Vigil, Village Clerk
Gina Corliss, Executive Administrative Assistant

Public Information Officer

Kerry Gladen, The Agency

Directors/Managers

Alex Koenig, Community Development Director
Levi Beaty, Public Works Director
Joshua Long, Public Works Assistant Director
Frank "Marty" Luna, Water Distribution/Sewer Collection Manager
Matthew Baird, Parks and Recreation Director
Bernadeen Herrera, Convention Center Manager
Steven Minner, Police Chief
Jason Janapolous, Deputy Police Chief
Judi M. Starkovich, Finance Director
Colin Bell, Assistant Finance Director
Cade Hall, Fire Chief
Austin Meuli, Assistant Fire Chief
Eric Queller, Office of Emergency Management
Leonard Weir, Deputy Emergency Manager
Lee Baker, Airport Manager
Dick Cooke, Director of Forestry
Cheryl Gerthe, Human Resource Manager
Denise Staab, Library Manager

Isaac Garcia, RWWTP Director
Anthony Montes, Community Center Manager
Jerry Parsons, General Services Manager
Mark Coker, Street Department Manager
Terry Yarbrough, Water Production Manager
Eddie Ryan, Manager of Events & Strategic Partnerships
Stephanie Long, Wingfield Heritage House Museum Manager & Curator

Community Description

Ruidoso is an incorporated Village in Lincoln County, adjacent to the Lincoln National Forest in the southern Sacramento mountains of South-Central New Mexico. Ruidoso is a mountain resort community close to the slopes of Ski Apache, the Mescalero Apache Tribe-owned ski resort on Sierra Blanca, a 12,000-foot mountain. The population is listed as 7,640 in the 2024 census.

The Village received its name from the Rio Ruidoso (Spanish for "Noisy River"), a small stream that weaves through the Village. From the slopes of Ski Apache to the thundering hooves at the Ruidoso Downs Racetrack, Ruidoso is the premier year-round playground in the Sacramento Mountains. Ruidoso is a tight-knit community of longtime residents, second homeowners and diverse visitors, all of which play a vital role in the day-to-day business that takes place in the Village.

Organization Description

The Village of Ruidoso, New Mexico, was incorporated on November 15, 1945, by order and proceedings of the County Commissioners of Lincoln County. Such proceedings are properly recorded in the County Commissioners' record book, pages 89 and 90. A certified copy of such proceedings is on file in the office of the Village Clerk. The first municipal election was declared and ordered for Tuesday, December 11, 1945. The Village of Ruidoso was incorporated as a Mayor Council form of government and adopted ordinances to establish the administrative offices in accordance with the State of New Mexico State Statute. The organization employs 226 full-time employees and 14 seasonal employees within 18 departments. The total annual budget revenues are \$138,221,309 total budget expenditures are \$142,237,449 which include special projects. The organizational charts below depict the form of government and the executive and administrative structure.

Summary of the Process

On November 12, 2019, the Village of Ruidoso Governing Body adopted the 2019 Comprehensive Plan, which serves as a high level 20-year planning document. During the development of the Comprehensive Plan input was provided by Village residents, businesses, and organizations.

In January 2026, the Village of Ruidoso conducted a two-day Strategic Planning Workshop. The workshop revisited the organization structure, mission and vision statements, and a practical approach to the successful implementation of the goals and objectives that emerged from the Village of Ruidoso's 2019 Comprehensive Plan and progress made in 2025. Tactical plans are used to engage Village Departments with goals and objectives by developing a clear, coordinated procedure across departments, prioritize actions, determine what is needed, identifying responsible parties, identifying funding sources needed, and establishing a time frame.

Vision Statement

"Living in Nature's Playground"

Village of Ruidoso Mission Statement

The Village of Ruidoso is dedicated and committed to providing friendly, innovative, and quality government services which will promote a healthy and safe environment while enhancing opportunities for all citizens and visitors who live, work, and play in Nature's Playground.

Department Purpose Statements

Airport

To provide a safe and adequately maintained transportation hub serving the Village of Ruidoso, Lincoln County, State of New Mexico, and all general aviation in a professional businesslike manner.

Capital Projects

Capital Projects will establish a standardized project management approach that will provide full support to our Village Departments with all aspects of project management while maintaining fiscal responsibility.

Clerk's Office

To constantly strive to improve the quality of service to the citizens of the Village of Ruidoso lawfully and through sound and transparent management practices while maintaining a professional and attentive staff through neutrality and impartiality while rendering equal and efficient service to all through the highest standards of integrity and work every day to build public trust in our office and our community.

Community Center

The Village of Ruidoso Community Center continues to integrate community services and programs while striving to meet our citizens' physical, psychological, social, and spiritual needs and help to improve the quality of life for our residents and long-time visitors.

Community Development

To create and implement a balanced and dynamic strategy promoting economic health and vitality for the Village of Ruidoso while maintaining the unique community character and enhancing the quality of life for residents, supporting a vibrant business environment, and offering a top tier experience for seasonal visitors and guests.

Convention Center

The Ruidoso Convention Center is home to many events which enhance the local economy and quality of life in Ruidoso. The primary focus is on booking conventions, conferences, government groups, associations, and large special events. The convention center generates revenue for the Village, Lodger's Tax, and GRT, and provides space for training and community services including being a designated Red Cross Shelter.

Finance Department

The mission of the Finance Department is to deliver timely and accurate financial reporting and provide oversight and support to Village Departments.

Fire Department

To preserve life and property, Be Safe. Be Courteous.

Emergency Management

The Office of Emergency Management (OEM) coordinates the Village of Ruidoso emergency management program to prepare for, prevent, plan for, respond to, and recover from all-hazard events. The OEM develops, maintains, and implements the ability to direct, control, manage, and coordinate emergency operations in cooperation with County, State, and Federal governmental, nonprofit, and private-sector agencies.

Events and Strategic Partnerships

Events and strategic partnerships play a critical role in positioning Ruidoso as a premier destination. Through thoughtfully curated events, the Village creates memorable experiences that enhance community appeal, celebrate local character, and strengthen Ruidoso's brand identity. Strategic partnerships further amplify these efforts by expanding reach, leveraging shared resources, and aligning stakeholders around common goals.

Together, events and partnerships provide a strong foundation for sustainable growth, economic vitality, and the continued success of Ruidoso as a highly desirable place to visit, live, and invest.

Forestry

Forestry is addressing Ruidoso's forest health challenges through accepted forestry practices and protecting community values at risk from wildfire through fuel-management while maintaining the natural beauty of the mountains.

Human Resources

The Human Resources Department exists to serve as a strategic partner by aligning people, policies, and practices with the mission of the Village of Ruidoso, ensuring a high-performing, accountable, and future-ready workforce.

Health and Safety

The Safety Department exists to promote a safe and healthy work environment by proactively identifying and reducing risk, ensuring regulatory compliance, and supporting a culture of safety that protects employees, residents, and visitors of the Village of Ruidoso.

Information Technology

Information Technology will provide timely and effective technological support to Village departments.

KRUI 1490

KRUI-1490 AM serves as the official radio station for the Village of Ruidoso. Its mission is to increase the quality of life of Ruidoso's citizens through emergency announcements, updates from Village elected officials and staff, public service announcements, and Village program marketing. KRUI-1490 AM also promotes local economic growth and generates revenue for the Village of Ruidoso by advertising for Village businesses, community groups, and more.

Library

The Ruidoso Public Library serves as a community wide resource to promote literacy, provide a safe space for the free exchange of ideas, and to support educational pursuits.

Parks and Recreation

The Parks and Recreation Department elevates the quality of life in our community by providing programs, facilities, events, and opportunities for locals and visitors who live and play in Nature's Playground.

Purchasing

Purchasing mission is to procure the highest quality of goods and services for all Village departments through the implementation of purchasing procedures that are fair, equitable, and transparent while also providing responsive services to the Village departments.

Police Department

The mission of the Ruidoso Police Department is to enhance trust between the citizens and tourists of the Village of Ruidoso by implementing key policies and adopting promising practices that will promote safe and effective interactions and ensure partnerships are created to prevent and reduce crime and improve the overall wellbeing and quality of life for all.

Police Department – AOC / Records / Detectives & Evidence

To enhance trust between the citizens and tourists to protect life and property, we will provide service with understanding, response with compassion, performance with integrity and law enforcement with vision.

Police Department – Consolidated Dispatch

To professionally serve the community as the vital link between emergency responders and the public with expertise, reliability and integrity while working together as a team.

Public Works

To efficiently manage infrastructure services for the citizens and visitors who live, work, and play in the Village of Ruidoso.

Solid Waste

The mission of the Solid Waste Department is to serve the Village of Ruidoso citizens with the best customer service available while promoting a clean and healthy environment. To protect the interests of the Village of Ruidoso by maximizing proper use of department assets, equipment, and personnel. Provide a safe working environment for all department employees and promote and unite this organization to accomplish our daily mission, and to always recognize outstanding department employees.

Streets

To continue to sustain a high level of service on our various projects and roadways including drainage and signs to ensure a smooth flow of traffic throughout our village while assisting other Village departments.

Team Tourism

Team Tourism will focus heavily on crafting the brand of Ruidoso to deliver a quality product that continues to grow and develop Ruidoso as a destination, as a place to live, and as a place to do business. We will work across all departments to ensure the brand quality and visitor experience are exceptional, and that we are delivering a product that keeps our tourists returning to our community year after year. In addition, we will also focus on delivering timely and pertinent information to the local community. We will work to maximize Lodgers' Tax funds to make informed marketing, advertising, event, and tourism-related marketing decisions.

Utility Billing

Utility Billing's mission is to provide reliable billing and friendly inquiry services - to assist in efficiently monitoring and managing customer water usage.

Water Resource

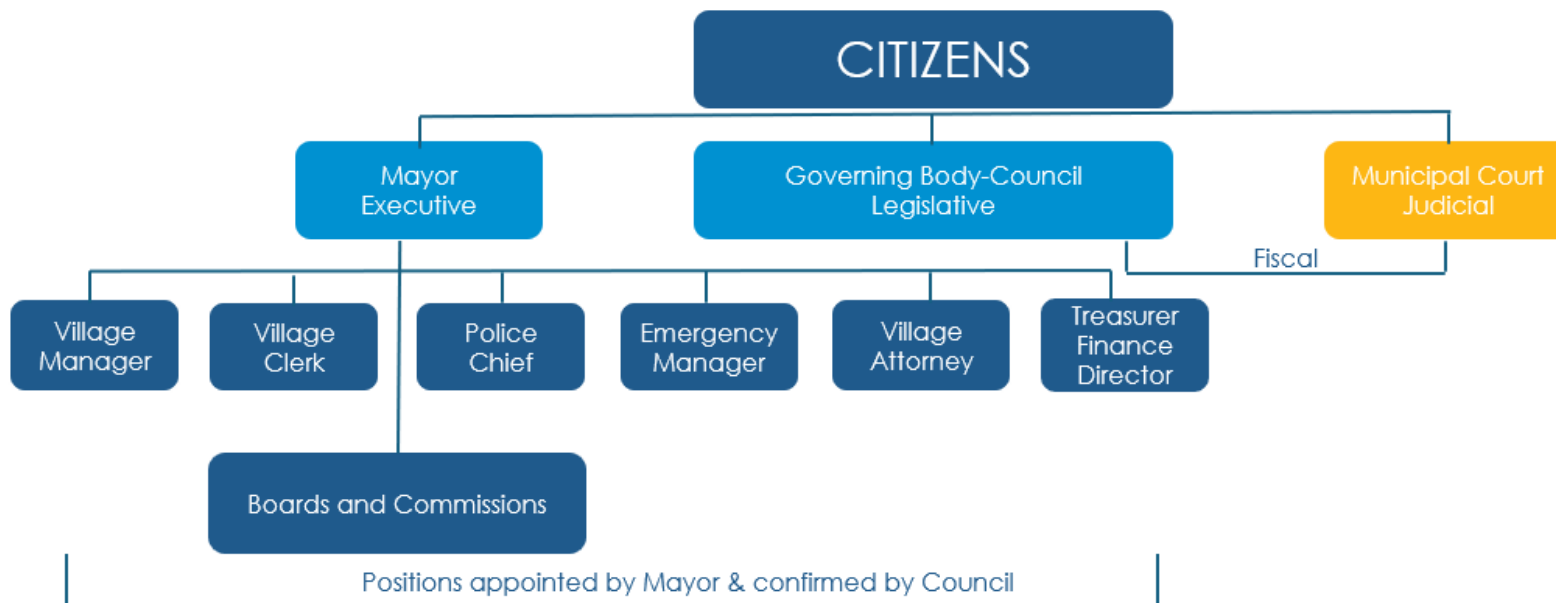
To provide a safe water supply, wastewater disposal, and water resource management for the Village of Ruidoso.

Wingfield Heritage House Museum

The Wingfield Heritage House Museum serves as a gathering place that tells the story and preserves the history of Ruidoso and the surrounding area through education, collaboration, and community engagement.

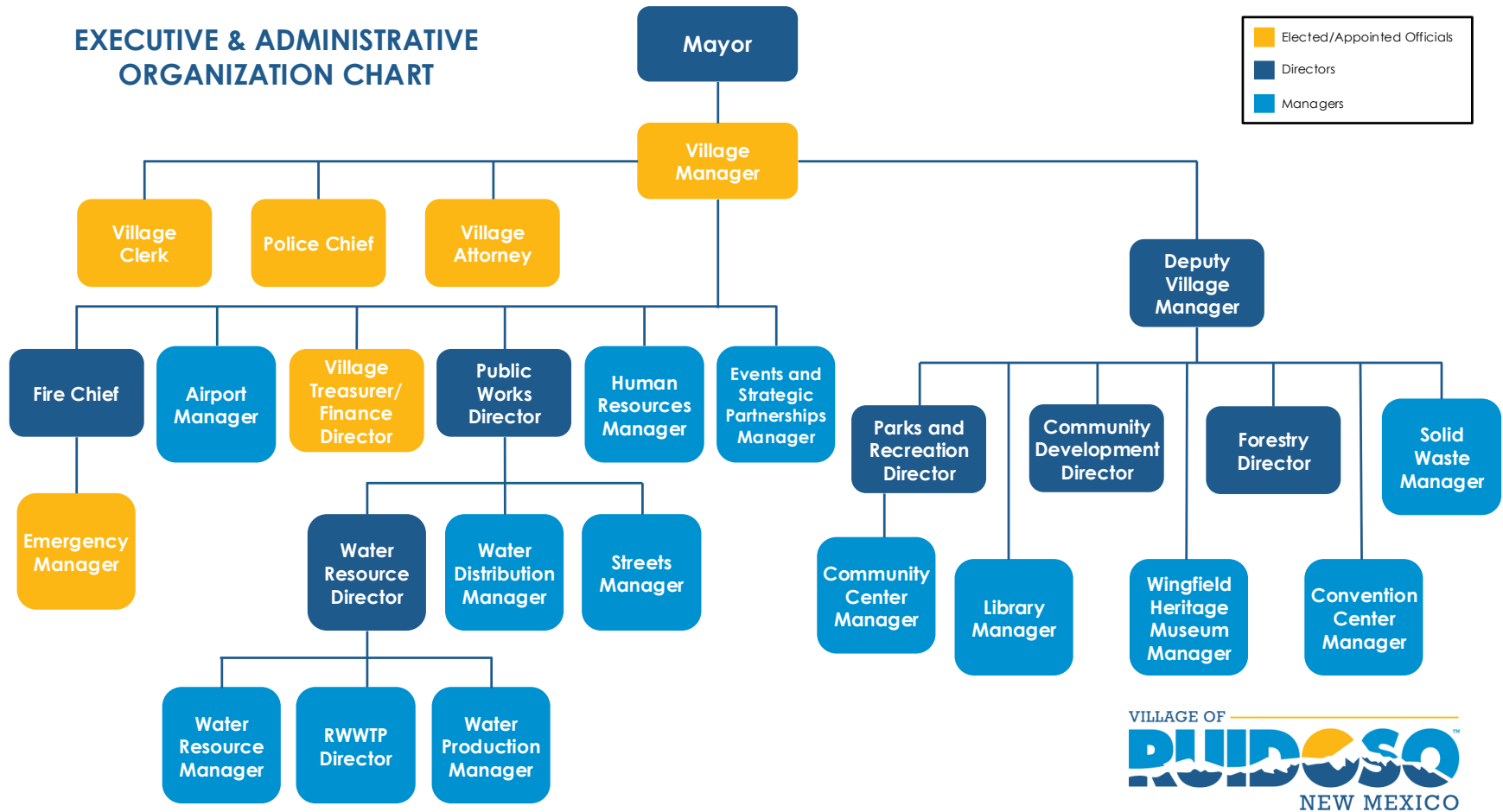


The Village of Ruidoso is a Mayor-Council Municipality form of Government.



The duties and powers of the mayor shall be in accordance with NMSA 1978, § 3-11-1 et seq., including the power to declare emergencies. The duties and powers of the members of the council shall be in accordance with NMSA 1978, § 3-12-1 et seq., including the power to declare emergencies. The duties and powers of the municipal judge shall be in accordance with NMSA 1978, § 35-14-1 et seq.

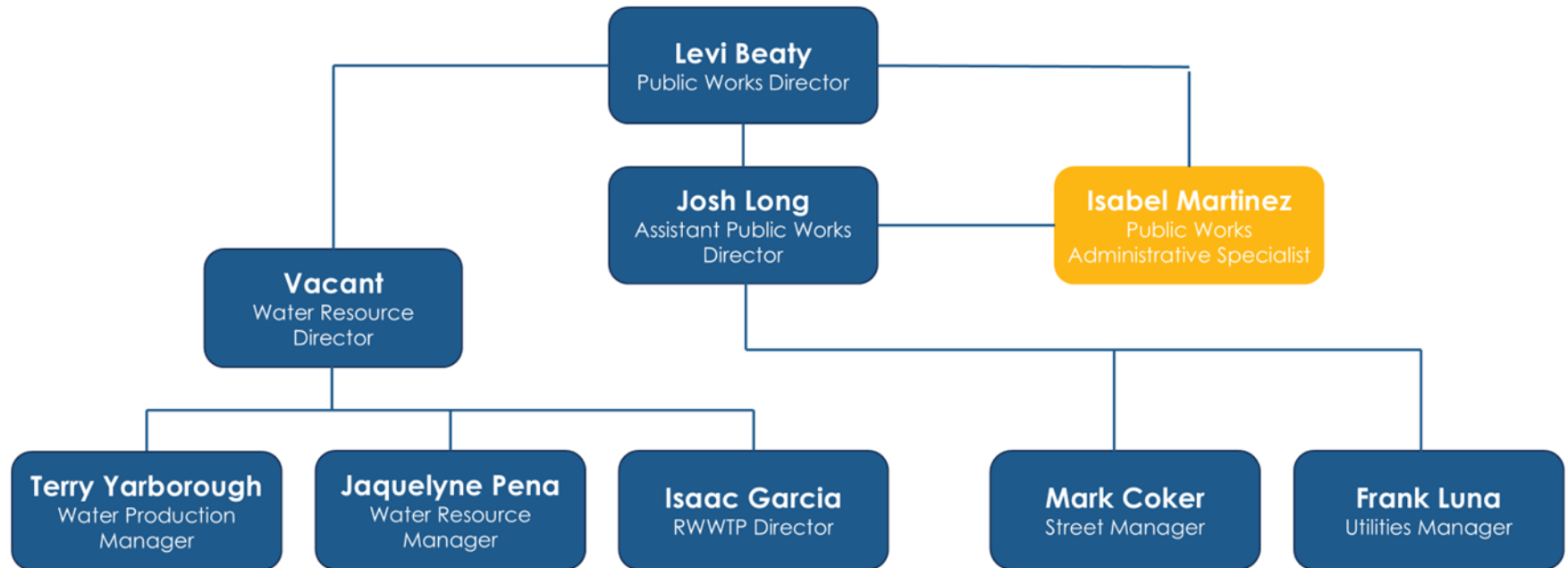
EXECUTIVE & ADMINISTRATIVE ORGANIZATION CHART





Above is the Village of Ruidoso's Executive and Administrative Organizational Chart. It recognizes the various lines of Executive and Administrative responsibilities and chain of command within the organization in accordance with state statute and the Village of Ruidoso code of ordinances.

PUBLIC WORKS



Boards and Commissions

- Utility Board
- Watershed Committee

TACTICAL PLAN FOR:
Department: Public Works
Director: Levi Beaty
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.1B	Completion of Water Trust Board water infrastructure projects	Public Works Director Asst. Public Works Director	Water Trust Board Funding, Engineering	2025	2028
Description: The Village has a task order issued to Souder Miller and Associates for the following Water Trust Board projects: • Reconstruction of the Upper Canyon Surface Diversion • Wingfield II Water System Improvements • Tank Rehabilitation Project Phase II – Demolition of the Upper Canyon water storage tanks and install new booster and pressure tank at Plant I. SMA is currently in the design phase for both the Tank Rehabilitation Phase II and Wingfield II Water System Improvements. In addition, there are 11 projects that have moved to the second phase of the 2026 Water Trust Board application cycle, including the Upper Canyon Surface Diversion. The Public Works department is aiming to have these projects completed in a timely manner to prepare for the time and resource demands associated with the potential funding of these 11 new projects. Steps needed to achieve this goal: 1. Complete engineering. 2. Hire a contractor. 3. Manage construction. 4. Close out the projects with the Village Council and submit documentation to the Water Trust Board.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility Goal 1 Policy 1.2 Action 1.2.A and 1.2.B	Replace aging infrastructure Water line replacement Ponderosa Heights Subdivision.	Public Works Director Asst. Public Works Director	G.O. bond funding, 2025 Colonias Infrastructure Board Emergency Grant, 2026 Colonias Infrastructure Board Grant	2026	2027
Description: The G.O. Bond, approved in 2015, aims to replace aging water infrastructure and enhance fire protection in areas of need. The Village of Ruidoso allocates \$1.5 million annually for these projects. The current strategic goal for this initiative is sustainability, protection, and maintenance of infrastructure investments. This project will proceed in two phases. Phase I is for the construction of road and drainage improvements in the Ponderosa Heights Subdivision. Phase II is for the design and construction of water system improvements in this subdivision. The Village has leveraged G.O. Bond funds with a Colonias emergency grant for the engineering of repaving the following roads: • Ash Drive • Maple Drive • Ponderosa Drive • Brady Canyon Rd The Village has also contracted Souder Miller and Associates for engineering and assistance with the 2026 Colonias Infrastructure Board grant applications. If awarded, the funds from this grant will be applied to Phase I and Phase II. Public Safety and Protection: This capital investment has the potential to reduce service costs over time by minimizing repairs to old lines, adding fire protection, and repairing flood damaged roadways. Steps needed to achieve this goal: 1. Submit the application for the 2026 Colonias Infrastructure Board grant. 2. Design and engineer roadway and waterline improvements.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
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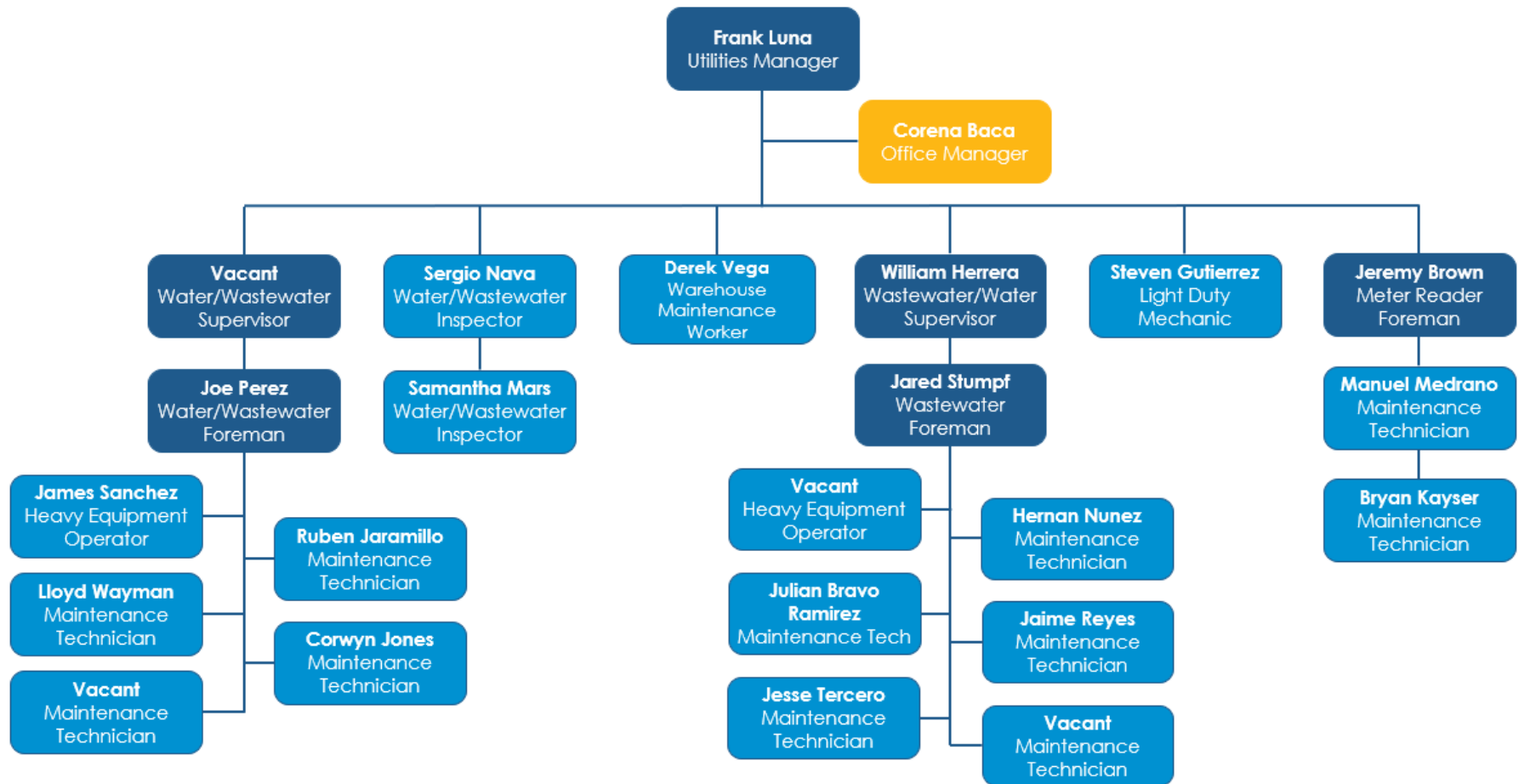
Transportation Goal 4 Policy 4.3	Cutler Repaving Project	Public Works Director, Asst. Public Works Director, Streets Manager	NMDOT TPF Funds	2022	2026
Description: 2022 – The Village partnered with the County and received a \$3.5 million grant from NMDOT for the Cutler repave project. The completed roads include Gavilan Canyon, Warrior Dr., Paradise Canyon, and Upper Sudderth Drive. 2023 – The Village continued road improvements on Hull Road, Reese Drive, and Service Road, with a total investment of \$1.4 million. This phase is complete. 2025 – The Village of Ruidoso received \$2 million from a TPF grant to continue repaving roads throughout the Village, including White Mountain Dr., Jack Little, LL Davis, Leon Ferrar, Wingfield St., and Porr Dr. This phase is complete. Roads to be completed with 2025 TPF Funds: • Cree Meadows Dr. • Meader Dr. • White Mountain Meadows Dr. Steps needed to achieve this goal: 1. Patch failing areas on roadways. 2. Improve drainage for future runoff					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
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Water Resources Goal 1 Policy 1.2 Action 1.1.B	Rehab existing sewer line and lift stations	Public Works Director, Asst. Public Works Director, Utilities Manager	Emergency funds, FEMA funds, Engineering	2025	2027
Description: Reconstruction of the following lift stations, including those that were damaged from the 2024 floods: • Maple • Ash • Guenevere • Mechem/Sudderth The reconstruction of the Maple, Guenevere, and Ash lift stations will be funded by emergency funds. Purchase orders have already been issued for Maple and Guenevere to Summit Operations Inc. for \$16,228.13 and \$13,523.44, respectively. The Mechem/Sudderth lift station funds are being sourced from FEMA and is currently in the engineering phase with Souder Miller and Associates. The Public Works department is also planning to eliminate the White Mountain Drive lift station and install a new sewer line. In addition, the department plans to add further sewer line to the Eagle Drive sewer line. Both projects will also be funded by emergency funds. Steps needed to achieve this goal: 1. Complete engineering. 2. Hire contractors for Mechem/Sudderth life station, White Mountain Drive sewer line, and Eagle Drive sewer line. 3. Manage construction. 4. Close out projects with the Village Council.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility Goal 1 Policy 1.2 Action 1.2.C Community Service Goal 1 Policy 1.1 Action 1.1.F	Implement Asset Management Program	Public Works Director, Asst. Public Works Director, Public Works Administrative Specialist	MyGov software, ArcGIS software; Tyler Utility Billing software, tablets for field crews	01/12/2026	12/31/2026
Description: In 2025, the Village updated the current Asset Management Plan. In addition, a contract was signed with Tyler to use the MyGov software to create a working asset management program and utility work-order system. There has not been a usable electronic work order system for Public Works in many years. While there was a contract signed with CityWorks, the program never worked for the field crews. This asset management program is expected to allow for better oversight and record keeping for work order progress, equipment and material usage, and infrastructure repair trends. The data gathered through this program will help generate accurate reports, inform project planning, and assist the FEMA reimbursement process. The kickoff meeting with MyGov was held on January 12, 2026, and the software is set to go live April 13, 2026. Steps needed to achieve this goal: 1. Train employees on how to use the program and work order system. 2. Import all asset data previously gathered in ArcGIS by the Water Resource department. 3. Continued GPS location of water and sewer lines. 4. Upload previous work order records. 5. Create new asset management plan that reflects changes to systems.					

Water Distribution/Sewer Collections



TACTICAL PLAN FOR:
Department: Water Distribution/Sewer Collection
Manager: Marty Luna
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4 policy 4.3 action 4.3.A	Retain manpower and Recruit Manpower	Utilities Manager Public Works Director	Retention of Manpower and Training	2026	Until filled
Description: The Water Distribution Sewer Collections Department is currently facing staffing shortages, which impact various everyday projects. This understaffing poses a liability and safety hazard for the public, our employees, and the village of Ruidoso. Capital investment in staffing would enhance our level of service. Strategic Goals: 1. Public safety and protection. 2. Engaged and energized workforce. Steps needed to achieve this goal: 1. Continue to work with the Human Resources Department to recruit new employees. 2. Develop and implement new pay plans to attract and retain employees. 3. Have employees obtain their water level certifications.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utility services goal 1 policy 1.1 action 1.1.E and goal 3 policy 3.2 action 3.2.c	Replacement of Antiquated Equipment	Utilities Manager	Funding to allow for Update to Equipment	2026	Ongoing
Description: The Water Distribution Sewer Collections Department has several key vehicles and equipment that need replacement:					

1. 2008 420G Backhoe
 - a. Current Status: Unreliable with multiple mechanical issues.
 - b. Action Plan: Auction off the current backhoe and lease a new one on a rolling 5-year replacement plan.
 - c. Update: New backhoe has been delivered.
2. 2012 CAT backhoe
 - a. Current Status: Backhoe is worn out and backhoe cannot be used for digging.
 - b. Action plan: Keep backhoe to load truck in yard.
 - c. Approval: Approved by council January 13, 2026.
 - d. Update : Waiting on signatures on contract.
3. 2012 International Vector Truck:
 - a. Usage: Daily operations for sewer issues and standby for the FEMA sewer project.
 - b. Action Plan: Lease a new Vector truck with a 5-year replacement plan.
 - c. Approval: Approved by council on January 9, 2024.
 - d. Update: New truck was delivered.
4. 12-Yard Dump Truck:
 - a. Budget: Initially budgeted for fiscal year 2024.
 - b. Issue: Funds reallocated due to fire and flooding, replacing four older crew trucks.
 - c. Update: Awaiting state price agreement renewal.
5. 2013 Ford F150
 - a. Usage: Daily operations for water and sewer issues and for inspections of projects.
 - b. Action plan: Budget for 2026.
6. 2002 Chevy 1500
 - a. Usage: Used for daily operations for sewer and water.
 - b. Action plan: Budget for 2026.
7. 2013 Chevy 1500
 - a. Usage: Daily operations for water and sewer.
 - b. Action: Budget for 2026.
8. 2009 Chevy Trailblazer
 - a. Usage: Used for warehouse daily operations.
 - b. Action plan: Budget for 2026.

Milestones:

1. Goal: Receive the new equipment.
2. Strategic Goals:
 - a. Sustainability and maintenance of infrastructure.
 - b. Public safety and protection.
 - c. Engaged and energized workforce.
3. Cost: Capital investment to reduce O&M and COS needed to maintain antiquated equipment at current LOS.

Steps to Achieve This Goal:

1. Budget for 2026.
2. Procure the vehicles and equipment.

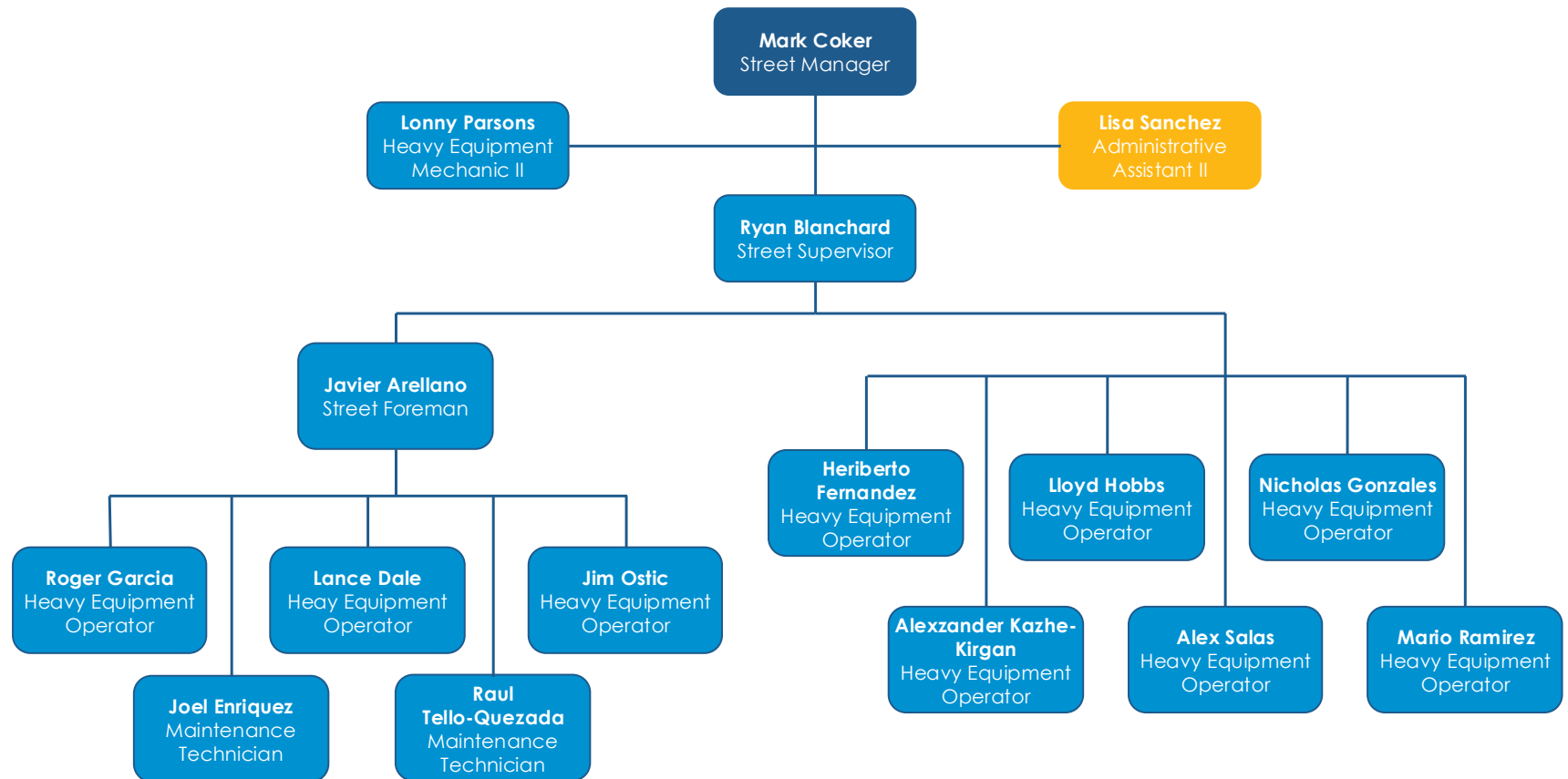
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utilities Goal 1 Policy 1.1 Action 1.2A 1.2.B	Replacement and Raising Manholes Throughout the Village	Utilities Manager	Funding and Contractors Needed	2023	Ongoing
Description: 1. Manholes on HWY 70, the manholes that have been identified are being eaten up by the sewer gases and are deteriorating. There are 24 manholes identified. 2. There are Valve Boxes and manholes throughout the Village that have been paved over and sit below grade that need to be raised. Steps needed to achieve this goal: 1. Place project out to bid 2. Hire contractors 3. Identify portions of town to begin raising Valve boxes and Manholes.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Utilities Goal 2 Policy 2.1 Action 2.1c	Replace and Rehab Lift Stations Gavilan Canyon, Thrill Hill (Cree Meadows) and Guenevere	Utilities Manager	\$60,000 and Inspector Required	2021	Ongoing
Description: Rehab and replace three lift stations. Steps needed to achieve this goal: 1. Cree Meadows: a. Install a new control panel. 2. Guenevere: a. Complete rehabilitation including a new pump system, plumbing, railing system, and sealing of the vault. b. Install a new control panel. c. Staff are currently working with an electrician and PNM to update the electrical system. 3. Gavilan Canyon: Needs re-coating, replacement of rails and piping, and a new control panel. Additional Information: 1. The level of service will remain the same. 2. The cost of service could be reduced due to updated equipment. 3. Current Strategic Goal: Sustainability and Maintenance of Infrastructure Investment. 4. All parts have been ordered and received. 5. The Guenevere lift station control panel has been set up, and PNM has run new service.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
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Utilities Goal 2 Policy 2.1 Action 2.1c	Fire Hydrant and Valve Maintenance and Replacement Program	Utilities Manager	Funding and Personnel/Contractor	2021	Ongoing
Description: 1. The Water Distribution Department has an obligation to the public to provide adequate fire protection within the Village. The Village needs to add and replace fire hydrants to maintain our current ISO rating. 2. In addition to fire hydrant maintenance and replacement, this department needs to further maintain and replace valving within the Village to help isolate water during water breaks. 3. Working with the Fire Department, we have inspected and GIS-mapped approximately 1,100 fire hydrants. Steps needed to achieve this goal: 1. Recruit and maintain personnel to provide the level of service needed to continue this program. 2. Dedicate funding each year to this program. 3. Continue to conduct fire hydrant inspections. 4. Replace hydrants as needed. Install new fire hydrants					

Street Department



TACTICAL PLAN

Department: Street Department

Manager: Mark Coker

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal 4 Policy 4.3 Action 4.3	MAP Priority 1	Street Manager	Department time Funding from the state	2026	2027
Description: Airport West (MAP) Municipal Arterial Program: • Scope of Work: Grade bar ditches and replace culverts as needed. Apply a level course and overlay. Project Cost: \$377,965. • State Contribution: 75% (\$283,474) • Village Contribution: 25% (\$94,491) to be paid with in-kind services. Strategic Goals: • Sustainability and Maintenance: Ensure the longevity and upkeep of infrastructure. • Public Safety and Protection: Enhance safety measures for the community. • Financial Sustainability: Maintain a high level of service through prudent financial management. Milestone: Completion of drainage by summer 2026. Steps to Achieve: Resources Required: Manpower, equipment, and state funding. Will be applying for MAP 2027, which will cover Upper and Lower Terrace, Rainbow connecting Lower Terrace to Sudderth. • The estimated cost of project is \$334,846 • The State cost is \$251,134.50 • The Village cost is \$83,711.50					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal4 Policy 4.3 Action 4.3a	COOP Priority 2	Street Manager	Department time Funding from the state		
Description: Due to recent flooding, we have Two (COOP) Cooperative Projects to complete in 2026: 1. Innsbrook Village COOP: An extension has been requested for this project. This project is in the middle of a floodplain area, and we are working with engineering, with a total cost of \$257,077. The state will cover 75% (\$192,808), and the village will contribute 25% (\$64,269) through in-kind services. • The drainage in this project has been done 100% • The street department has completed paving of Metz Dr to Innsbrook Village Dr. and Riley Cove • This project is 20% Complete 2. Black Forest COOP: • An extension has been requested for this project, with a total cost of \$334,365. • The state will pay 75% (\$250,773) • The village will cover 25% (83,591.25). • This project is 70% completed. Strategic Goals: • Sustainability and Maintenance of Infrastructure, Public Safety and Protection, and Financial Sustainability to maintain a high level of service. • Completion of project 2026. Steps needed to achieve goal: Manpower, Equipment, and Funding from the state. The new CO-OP is Sunny Slope Drive, Sunny Slope Court, Marble Drive, Marble Court, Slate Court, and Coal Drive Estimated cost of project is \$382,768. • The State cost will be \$287,076 • The Village cost will be \$95,692 • This will enhance the roadways in this area of the Village.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community services goal 1 policy 1.1 action 1.1E and goal 3 policy 3.2 action 3.2C	Update Heavy equipment and fleet pickup trucks Priority 3	Street Manager	More Funding to Update Equipment and Vehicles	2026	2027
Description: The Street Department manages heavy equipment and fleet vehicles and is continually working on replacing and updating equipment. The most urgent replacements needed at this time include: • 2004 F250 crew cab • 1996 Chevy 2500 utility/fuel truck • 1996 F150 regular cab 4x4 Steps to achieve this goal: This milestone will be reached upon receipt of the new equipment. The current strategic goals are Sustainability and maintenance of infrastructure, Public Safety and Protection, Engaged and energized workforce. Investing in new equipment will reduce the operational and maintenance costs required to maintain outdated equipment at the current level of service. 1. Purchase one ¾ ton Duramax crew cab to replace 2004 F250 crew cab estimated cost is \$86,000 2. Purchase one ¾ ton Duramax utility/fuel truck estimated cost \$82,000 3. Purchase one F250 Extended cab estimated cost \$78,000 4. Purchase one CAT Skid steer with attachments estimated cost \$200,000 5. Purchase on CAT Steel wheel Roller estimated cost \$150,000 6. Paving Machine estimated cost \$325,000 Equipment received: 1 Peterbilt Water Truck, 1 Peterbilt Dump truck, 2 Duramax Crew cab Pickups waiting for delivery.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Transportation Goal 4 policy 4.3 Action 4.3A	Retain Manpower Priority 4	Street Manager	Funding for Positions	1-1-26	Until filled

Description:

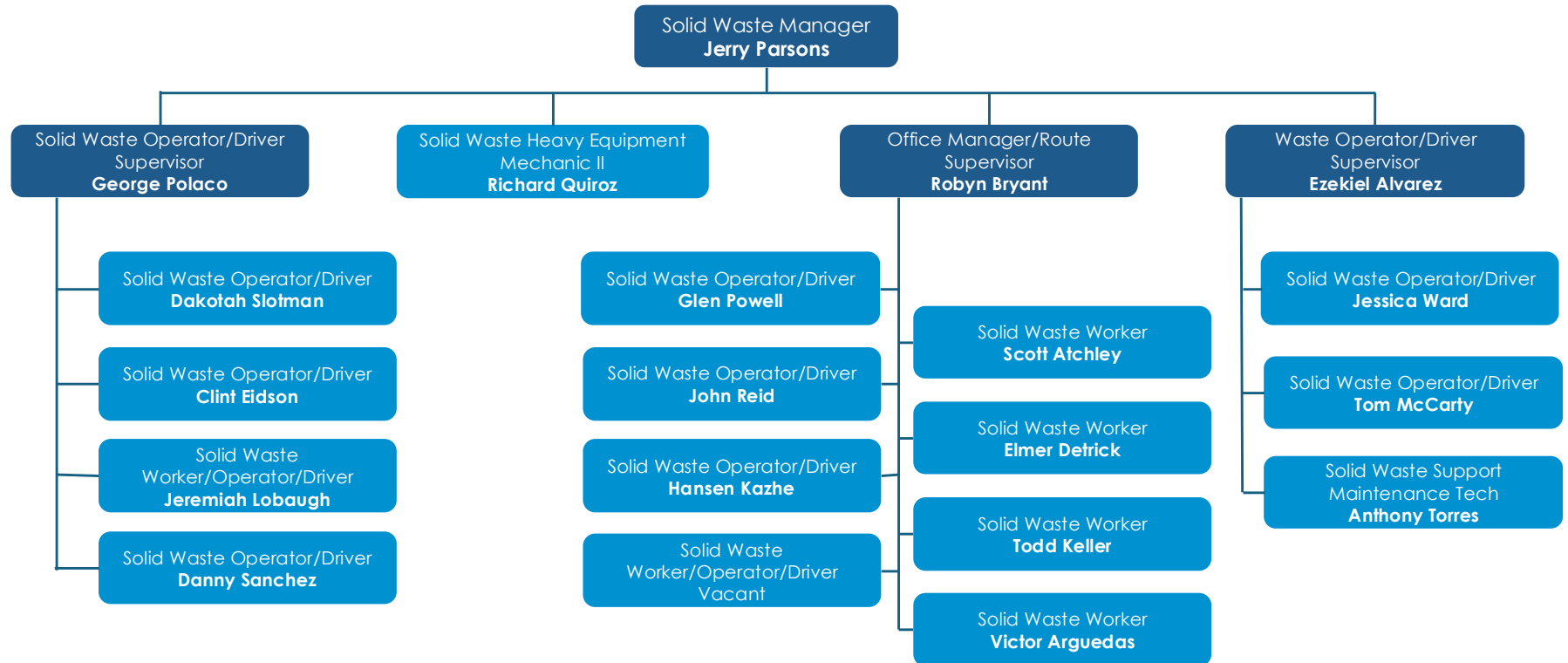
The Street Department is currently working to add 3 more entry level maintenance positions at an estimated cost of \$72,121.27, with full benefits, per individual. This capital investment will help us achieve an even higher level of service. Our strategic goals are public safety and protection, as well as maintaining an engaged and energized workforce.

The Street Department is working to add an Assistant Shop Mechanic (Entry Level) to assist Shop Mechanic in fleet maintenance and with heavy equipment maintenance. Estimated cost \$72,121.27

Steps to achieve this goal:

While currently operating at full staff, due to increase workload of fire/flooding, we are asking for an additional 3 people for entry level maintenance and an assistant shop mechanic (entry level).

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services goal 1 Policy 1.1 action 1.1E	Buildings, Hot Mix Plant, Property Maintenance/Repair Priority 5	Street Manager	Funding for building maintenance	2026	2027
Description: Requested Repairs: - Updating the electrical system at the hot mix plant, \$60,000 2 new shop doors, estimated costs, \$23,000 - Hot mix plant maintenance at \$100,000 Completed: - Plumbing for new sewer line - New HVAC system - New hot oil tank and heater Need to finish: Complete new hot mix control room set and wired					



SOLID WASTE

TACTICAL PLAN FOR: Solid Waste
Department: Solid Waste
Director: Jerry Parsons
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources <u>Goal #1</u> Policy 1.1 Action 1.1.B Community Services Goal Policy 3.2. Action 3.2.B and C.	Regularly scheduled dumpster replacement	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Ongoing
Description: The department must maintain the NMED standards for the collection and disposal of solid waste as well as the current strategic goals under public safety and environmental sustainability. The current level of service of replacing dumpsters every 5 to 7 years is based on the life span of these dumpsters including routine maintenance. This ensures solid waste collected is contained for collection without creating hazardous vectors created by improper containment. The cost of this service is included in current funding levels which must be maintained and include capital and operating costs for this item. While new dumpsters are ordered yearly in different quantities the average annualized cost is \$60,000. The department has been utilizing the HGAC governmental procurement option with Roloff's USA.					
Steps needed to achieve this goal: Councilors approve, and if approved, then get ordered.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services <u>Goal #2</u> Policy 1.1 Action 1.1.E. Goal 2 Policy 3.2. Action 3.2.B and C Priority 1	Replacement of Tractor and Trailer, to replace 1999 KW and Trailer.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The Solid Waste Department utilizes a unique set of specifications for all its heavy equipment and, as with semi-trucks, they are required to go over the summit to the landfill, where it is very steep, and soft dirt. The level of service would be maintained by keeping the fleet and spare ratios intact while not increasing the cost of service. The department averages \$300,000 to \$350,000 annually on its Capital Equipment Replacement Schedule (CERF). Considering price increases the truck will cost about \$400,000.

This goal is being put back in, due to the business the year had to bring; we could not complete this goal. We did, however, order, and received two Refuse trucks.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get ordered. Estimated cost of \$700,000.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Comprehensive Plan: Goal #3 Priority 2	Update Container Shop with spray insulation.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The project financing plan has been developed. It will cost about \$40,000.00. We strongly believe that it would be beneficial to the Village to do this project. This will help with the heating bills. Again, this goal is being put back in, due to the busyness the year had to bring; we could not complete this goal.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get ordered. Estimated cost is \$40,000.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Comprehensive Plan: <u>Goal #4</u>	Update container shop with new metal on the wall to replace rusted out metal.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2026	Until completed

Description:

The estimated cost will be around \$25,000. We strongly believe that it would be beneficial to the Village to update the metal, to help save on heating cost. Again, this goal is being put back in, due to the business the year had to bring; we could not complete this goal.

Steps needed to achieve this goal:

Councilors approve, and if approved, then get quotes.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services <u>Goal #5</u>	Continue annual funding for reducing and reuse projects with the Keep Ruidoso Beautiful Committee.	Director and Supervisors of Solid Waste.	Maintain current funding and service level with existing manpower.	2018	Ongoing

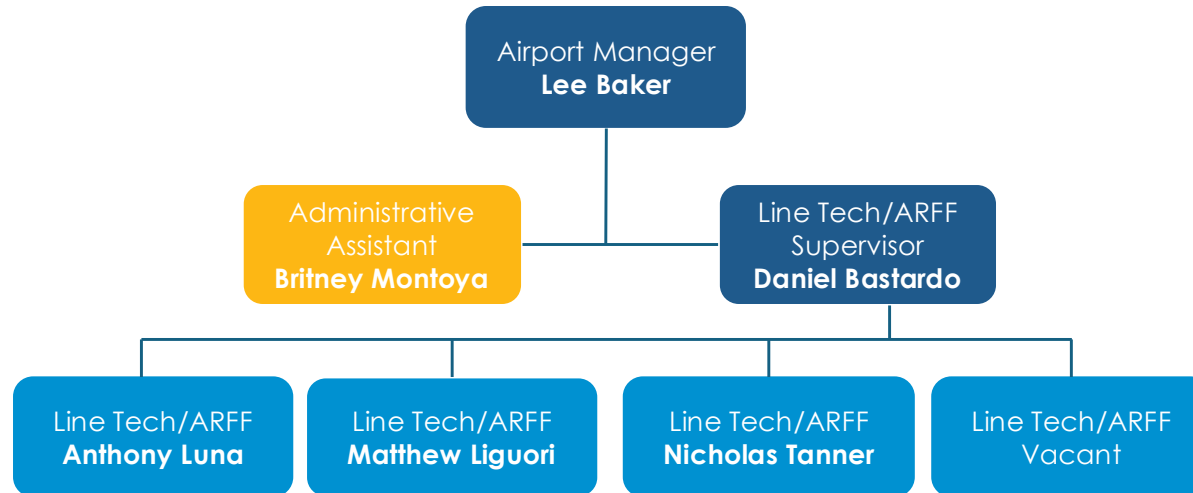
Description:

Starting FY 2018 the department earmarked funds to assist the Keep Ruidoso Beautiful Committee in the creation of a community garden that utilizes material that requires low water usage (source reduction) and reuses yard waste for planting and covering material (source reuse). This program needs to continue into the foreseeable future at its current funding level of \$50,000/year. This education program is vital to teach residents and businesses to preserve the natural resources of the Village. (Ongoing)

Steps needed to achieve this goal:

Keep current funding each budget year.

SIERRA BLANCA REGIONAL AIRPORT



TACTICAL PLAN FOR SIERRA BLANCA REGIONAL AIRPORT

Department: Sierra Blanca Regional Airport

Director: Lee Baker

Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Proposed New Terminal/FBO & New Box-Hangars	Proposed Future construction of a new terminal building & FBO	SBRA VOR Management Finance	PER Completed Budget FAA Grant State Grant	2027	2029

Description:

Sierra Blanca Regional Airport Terminal/FBO is outdated and in disarray.

- We have received conceptional renderings of a proposed 13,770 sf terminal.
- The terminal would be a two-story building with a restaurant, outdoor balcony (360-degree views) and a conference room on the upper level.
- Lower level – Administration, FBO, airline, rental car, pilot lounge and passenger lounge.
- New long-term and short-term parking lot, adjacent to the terminal.
- Cost estimate of \$27M.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
10-7 Air Travel FAA Part 139 Compliance	Replacement Program for all Airport Apparatus and Equipment	Airport Management Village of Ruidoso State Aviation FAA	Planning and Funding	Jan. 2021	Continuous

Description:

Need to begin replacing ARFF trucks and snow removal equipment.

- We are an ARFF Index A airport. Rescue 1 is our Index A ARFF Truck, it is a 2006 model and in need of replacement.
- Rescue 2 is an Index B ARFF truck, it is a 1998 model, and it can be refurbished.
- Our Snow Removal trucks are 1989 and 1990 models.
- Replacement plan for the F250 and F350 including snowplow attachments.

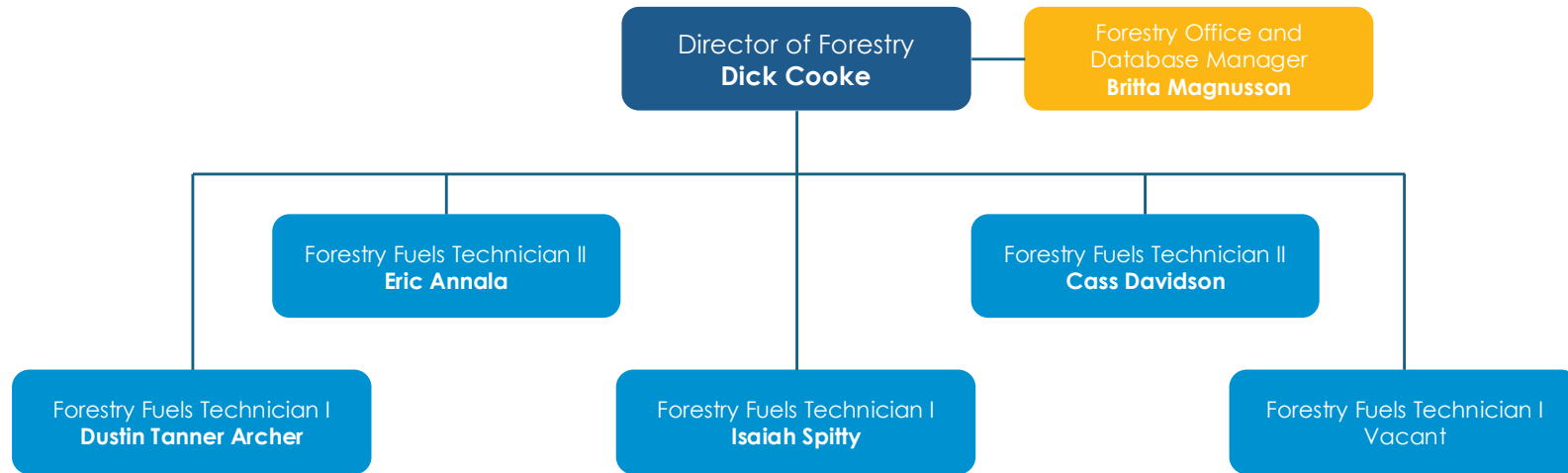
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Build New Hangars	Additional Hangars	SBRA Village of Ruidoso, State Aviation, FAA	Funding Master Plan	2026	Continuous
Description: SBRA needs to obtain more hangars for customers and the ability to rent overnight etc. Currently, we have three sets of T-Hangars and three box hangars with an average of 6 people on a waiting list for T-Hangars. If new hangars are constructed this would increase the income for the airport and assist with self-sustainability. • There is a continuous wait list for hangar rentals monthly and nightly. The current infrastructure is not adequate to accommodate our needs. • We have a total of 26 T-Hangars. • We have 2 small Box Hangars. • Our FBO Hangar is not adequate to handle the bigger jets (i.e. Gulf Streams, Falcons, etc.). • New 30K sf FBO Hangars x2. • Pursue grant funding for additional Box Hangars and T-Hangars.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Commercial Air Service	Start Air Carrier Passenger Service	Village Management, SBRA Management, Finance	Rural Air Service Enhancement grant Via NMDOT State Aviation Grant, and Local Match.	May 2026	Continuous
Description: Contract with a Passenger Air Carrier Service • The Village was awarded a Rural Air Service Enhancement (RASE) Grant from NMDOT State Aviation Division to fund 90% of Rural Commercial Air Carrier Service, with the Village share at 10%. • To advertise an RFP and award to a qualified and experienced Air Carrier Service to serve the Village of Ruidoso and surrounding area. • Select an air carrier in the best interest of the Village of Ruidoso. SBRA needs a set charter flight from larger cities which would allow more visitors to travel to the area. It would also allow business professionals flights to other areas of the New Mexico and surroundings states to support tourism.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Upgrade Fuel Farm	To get the Airport Fuel Farm in compliance with NMED regulations.	SBRA/Village Management, Finance, NMDOT-Aviation	Airport Master Plan, Funding A State Grant has been received from NMDOT-Aviation for repairs	2026	2027
Description: Upgrade Fuel Farm • A loading rack needs to be built. • Under skid containment basins are needed. • The underground piping for the unleaded fuel dispenser needs to be removed and reinstalled above ground. • We are working with a Fuel Farm contractor on these upgrades. • We are waiting for engineered drawings for the load rack. • Once we receive the quote from the contractor, we will be seeking NMDOT grant funding. • The future goal is to relocate the fuel farm inside the perimeter fence.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Upgrade Airfield lighting	Runway 6/24 Lighting & Electrical Vault Upgrade	SBRA, Engineering	FAA Funding State Funding Local Funding	Summer 2026	
Description: Install new LED Runway edge lighting and construct a new electrical vault with new step-up regulators • Funding for this project has been obtained through FAA Grants 94% and State Grants 4% with a 1% local match. • The contract has been awarded to Bixby Electric. Pre-Construction was held in December. • Lighting upgrade should start in early May, pending the arrival of the lighting equipment. • A new lighting vault will be constructed to house the regulators, lighting equipment and airfield lighting supplies. • New 30" tall LED runway edge lights, new LED NAVAID signs and new LED PAPI's to be installed.					

FORESTRY



TACTICAL PLAN FOR: Forestry

Department: Forestry

Director: Dick Cooke

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
COMP PLAN GOAL 1 Forest Thinning	Natural Resources Goal 3. Policy 3.3 Action 3.4.B Hazard Mitigation Goal 1 Action 1.2.A	Director	Department personnel and approximately \$65,000 for misc. contracts. We also have \$1.25 million from Legislative Appropriations for Watershed and Forestry Projects.	July 1, 2026	June 30, 2027
Description: Thin to 42-80 standards 200 + acres of Village Owned property. This includes cleanup from the South Fork Fire. This is 5-year money and should allow us to put all of the Village owned property into compliance with the ordinance. Steps need to achieve this goal: 1. Identify the area to be treated. 2. Inspect the property and determine the mitigations needed. 3. Write the prescription. 4. Mark the boundaries of the project. 5. Mark the trees on the property with a sample mark the contractor can follow. 6. Use the prescription to write the scope of work. 7. Advertise the project to prospective contractors. 8. Select a contractor. 9. Sent packet to the state for funds obligation. 10. Prepare a PO 11. Issue a notice to proceed. 12. Conduct periodic inspections while the work is being done. 13. Conduct a final inspection. 14. Approve the project for payment.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation. Goal 2. Ruidoso is well-Prepared for emergencies	Inspect 900-1200 properties that are out of compliance or that will be going out of compliance during the Fiscal year. Priority will be for those properties that according to our record have never been certified. Work with Watershed and Community Development to find and implement a database system that will automate landowner communication and data collection.	Department Director.	Department personnel. Using the new module for certification with updated automation to expedite inspections and eliminate bottlenecks.	July 1, 2026	June 30, 2027
Description: Certify 900- 1200 properties that are out of compliance or that will go out of compliance during the fiscal year. The new system has not been developed as of this proposal but should be operational in April 2026. Below is the proposal for expediting which may change during the design and construction. The intent is to automate as much as possible and eliminate the current bottlenecks that make everything go through the Office Manager. Sequence for Certification of Property: 1. System identifies properties in the Village that will expire within the next 60 days. 2. System sends letters to property owners that certifications expire 60 days prior to the expiration date giving them 30 days to schedule an appointment with a forestry technician. (if they don't respond by the time the certification expires, they are referred to court as out of compliance). Reminder emails every 15 days if they haven't scheduled an appointment. 3. Property owner self-registers opening an account and making an appointment with a technician. 4. Technician meets with the landowner or their representative and determines what needs to be done, if anything, to bring the property into compliance. 5. Treatment criteria are recorded by the technician on their tablet or computer and automatically sent to the landowner by email giving them 60 days to get the work done. 6. Landowner does the work and schedules a final inspection with the technician.					

7. If the property meets the criteria the Technician certifies the property. The system issues a certification via email to the property owner with a copy to the landowner's account.

Information needed for the landowner account:

- Name of all Landowners recorded on the deed or mortgage. If the owners are a corporation or LLC, the name and contact information of the Chief operations officer.
- Address
- Email address as username + Password for access.
- Phone number
- Driver's license number with State of Origin.

Information for the appointment form:

- Property address as recorded in the County Record including lot and block.
- Date and time of the initial inspection.
- Property size.
- Fillable space for requirements for Certification (this is emailed back to the Landowner)
- Date 60 days following the initial inspection. (autofill) This is the target date for the property to have been certified.
- Name of technician that certified the property.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 3. Residents are well educated in wildfire safety.	Educate the Public regarding green fuels management and wildfire mitigation goals for the Village.	Director	Department personnel plus brochures and display material.	July 1, 2026	June 30, 2027

Description:
Steps needed to achieve this goal:

- During the certification process, meet with the landowner and explain the reasons we require thinning trees and removing natural fuels to mitigate the spread of wildfire.
- Participate in public forums such as the Garden Show to inform interested participants and distribute materials.
- Meet with local civic clubs to discuss the Village fuels management strategy through a slide show and discussions.
- Respond to landowners' inquiries regarding diseased trees and other forestry related subjects. This often require a site visit to the landowner's property.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 4	Hazard tree Removal	Department Director	Department Personnel \$35,000 budget line item.	July 1, 2026	June 30, 2027
Description: Remove hazard trees identified on Village owned property within timeframes in department procedures according to Village ordinance. Process the removal of neighbor-to-neighbor hazard trees when reported or identified according to ordinance mandates and departmental procedures.					
Steps need to achieve this goal: Neighbor to Neighbor Hazard Trees: 1. Trees are reported to the department 2. Department personnel visit the tree site and decide if the tree meets the criteria for a hazard tree. 3. The department then writes the owner a letter informing them of the tree and that it must be removed within 21 days. 4. If the owner can't find the tree in question normally, they contact the department. 5. The department gets permission from the owner to enter property and mark the tree(s). 6. The landowner has 21 days to remove the tree following the receipt of the certified letter. 7. After the landowner deals with the tree the department reinspects to assure that the hazard was abated. 8. If the landowner doesn't respond within the timeframe, then the landowner is referred to Municipal Court for a violation of the ordinance.					

Village Hazard Tree:

1. The tree is reported to us or observed by us and determined to be a hazard.
2. The tree is mapped and marked with a number.
3. A contract for its removal is advertised and awarded to a contractor.
4. The tree is harvested and placed for grapple pick up.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation. Goal 5. Ruidoso is well-Prepared for emergencies	Natural Resources Goal 3. Policy 3.3 Action 3.4.B Hazard Mitigation Goal 1 Action 1.2.A	Department Director	Department personnel and funding. A 5-million-dollar legislative appropriation will provide funding for the actual mitigation work. The department will take applications from landowners, mark the property boundaries and work with the contractor to ensure that the Village fuel management criteria are met.	July 1, 2026	June 30, 2027

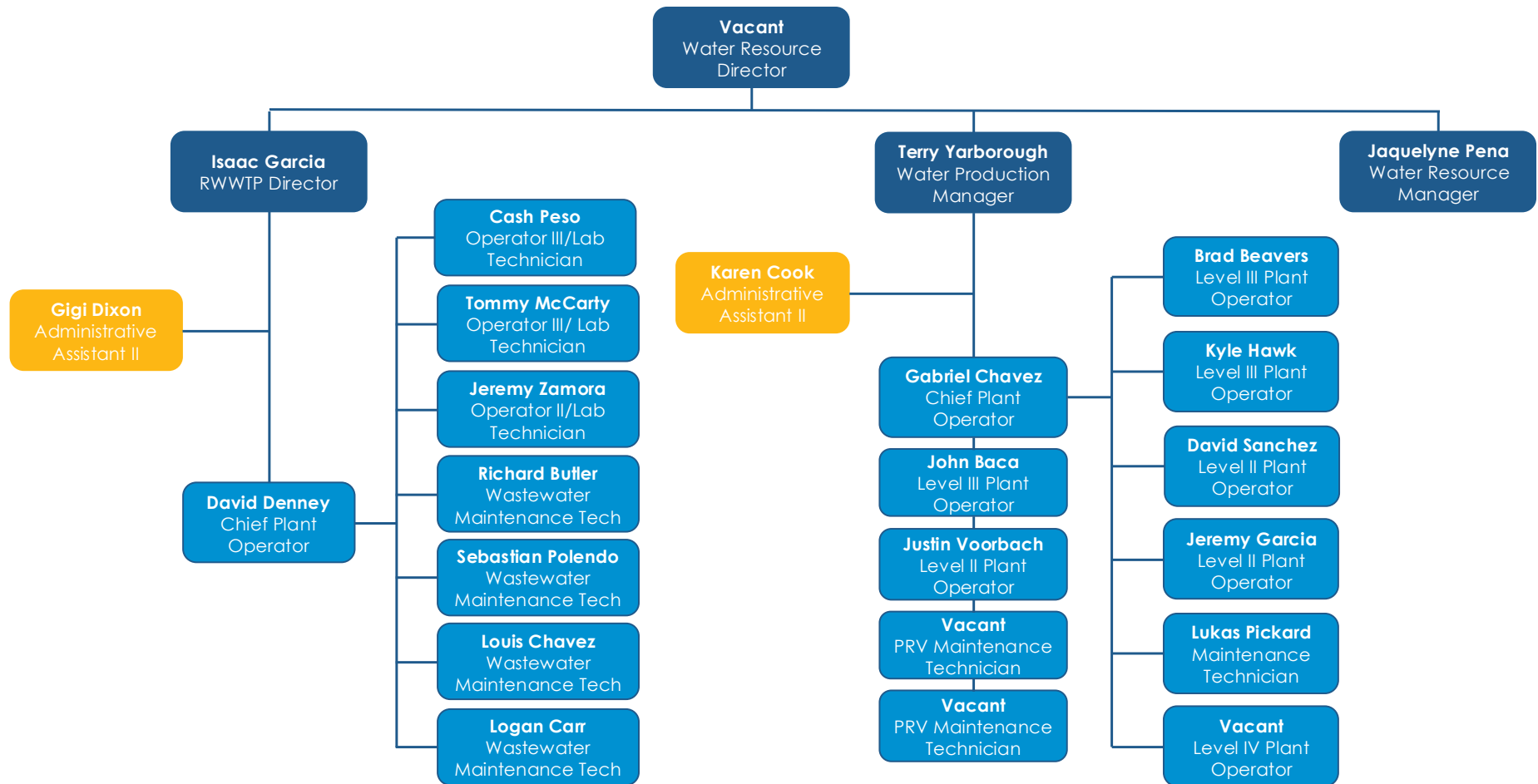
Description:

The Village participates in the Wildfire Defense Barrier Projects in managing thinning private properties in Camelot and south of US 70.

Steps needed to achieve this goal:

1. Take applications from landowners in the designated area for thinning their property and write the prescription needed to meet the Village fuels mitigation requirements.
2. Village employees will flag the property lines of the property to be treated.
3. The Village will work with the contractor to ensure that the criteria are met and do a final inspection before approving the project for payment to the contractor.

Water Resources Department



TACTICAL PLAN FOR:
Department: Water Resources
Manager: Jaquelyne Pena
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item Priority 1	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1, Policy 1.1, Action 1.1.A; Land Use Goal 2, Policy 2.1, Action 2.1.A; Land Use Goal 6 Policy 6.1, Action 6.1.A;	Develop a watershed-based plan compliant with EPA standards Project Cost: \$399,122 – (90/10) CWA 319 Funds: \$359,210.00 – 90% Village Match: \$39,912.00 - 10%	Water Resource Director, Water Resource Manager	Work with NMED Watershed Protection Section for support/funding; funding from Village	07/01/2020	06/30/2026
Description: A watershed-based plan is the planning phase. The intent is to develop an implementation plan to mitigate stream impairment from non-point sources. This process should comply with EPA standards and will allow the Village to apply for Section 319 funds through the EPA to implement various stormwater management projects. Ideally, this plan would help guide the development of overlay zones restricting types of development in areas needing protection. Staff are actively working with NMED and Cobb Fendley on the development of this plan. Estimated completion by the summer of 2026. Historical: 2021 – Staff have continued working with New Mexico Environment Department (NMED) on this process and have started to include more partners and have reached out to the United States Forest Service (USFS), Bureau of Land Management (BLM), and other divisions of NM State. New Mexico Environment Department (NMED) hopes to have completed the draft plan by the end of 2022. 2022 – Staff continued to work with New Mexico Environment Department (NMED) on this process. However, the plan could not be completed due to time constraints. Due to this, the Village is looking at applying for Section 319 Planning funds to have the Watershed Based Plan created in 2023. 2023 – Staff attended a Watershed Based Plan training in August. The Village received grant funds from the Surface Water Quality Bureau to complete the Watershed Based Plan in October 2023 2024 – Task Order was issued to Cobb, Fendley, and Associates to begin work on Watershed Based Plan. The H&H modeling commenced which will feed into the new floodplain maps. The scope of work also increased to include five HUC – 12's instead of two.					

2025 – The H&H modeling and the Best Management Practices (BMP) development and measurable milestones have been completed. The stakeholder process has also been completed, and a community meeting was held in September 2025 where stakeholders and community members were invited.

Steps needed to achieve this goal:

1. Create interim measurable milestones
2. Create indicators of measurable progress
3. Create a monitoring plan
4. A second community meeting

Goal	Tactical Plan Item Priority 2	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 2, Policy 2.2, Action 2.2.A; Transportation Goal 5, Policy 5.1, Actions 5.1.A, 5.1.B, 5.1.C; Natural Resources, Goal 1, Policy 1.1, Action 1.1.C	Develop a drainage master plan with updated development standards Project Cost: \$350,000 NMED CPB Funds: \$350,000 Loan Funding: \$100,000 Subsidy Funding: \$250,000 Village Match: \$0	Water Resource Director, Community Development Director, Flood Plain Manager, Water Resource Manager	Funding for third party contractor	November 2025	July 2026
Description: A drainage master plan would identify water flows and sites of recurring flooding, and potential stormwater management solutions. Additionally, the drainage master plan would update various drainage related ordinances and standards. The Drainage Master plan will provide an effective planning tool to prioritize capital project investments to address drainage, flood control, and public safety. This project has been funded by NMED. Staff are working with Cobb Fendley on this, and the project will be completed in the Summer of 2026. Historical: 2020 – This project was not funded in FY2021, and we will look to fund this project after FEMA sewer interceptor project is completed. 2021 – This project was not funded in FY2022, we will look to request this project in FY2023. 2022 – This project was budgeted for FY2023, but the master plan has not been started. 2023 – This project was funded by the Construction Program Bureau in July 2023. 2025 – Due to the fires and floods of 2024, the project was put on hold. The project got picked up again in November 2025 and a Task Order was issued to Cobb, Fendley, and Associates to commence work on the Drainage Master Plan. Steps needed to achieve this goal: 1. Work with the engineer and NMED to help complete this project by deadline.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Utilities Goal 1, Policy 1.1, Actions 1.1B and 1.1C	Two Rivers Raw Water Intake and Transmission Estimated Cost: \$5,604,000.00 – (90/10) Water Trust Board: \$4,704,000.00 -90% Village Match: \$900,000.00 - 10%	Water Resource Director, Water Production Manager, Water Resource Manager	Funding from Water Trust Board, Work with Water Works Engineering and Village staff	July 2024	November 2026
Description: This project will be designed for construction of a permanent raw water intake, pump station, and transmission pipeline to receive and divert flow from Rio Ruidoso to the pump back basin. Village staff is working with Water Works Engineering and New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) on this project. Construction is estimated to begin in Spring of 2026 and end in the Fall of 2026. Historical: 2024 – Task Order was issued to Water Works Engineering to commence work on the Two Rivers Raw Water Intake and Transmission project. 2025 – Water Trust Board approved the funding for this project, and the funding will be released in 2026. The design phase has been completed, and the project has been advertised. A pre-bid meeting will be held in early 2026 Steps needed to achieve this goal: 1. Go out for bid 2. Obtain funding from Water Trust Board					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 1	- Flood Contingency Plan - Water Conservation Plan Estimated Cost: \$78,391.58 Application is still being processed by the New Mexico Financial Authority (NMFA). Therefore, an exact amount of the funding and match can't be given at this time.	Water Resource Director, Water Production Manager, Water Resource Manager, Emergency Manager	Staff time to conduct the assessment; mutual aid agreements with other utilities	2025	2027
Description: - The Flood Contingency plan will help plan to protect lives, minimize damage, and coordinate response to minimize disruption from flooding. - The Water Conservation Plan is to manage and efficiently use limited water resources for current and future needs, ensuring long-term sustainability. This plan will be updated every 5 years or as needed. SMA will be working on these projects. An application for funding was submitted to the New Mexico Financial Authority in September 2025 and applied for a Local Government Planning Fund for these two projects. Both projects are labeled under the Water Conservation Plan for the funding application. Historical: 2025 – The Village applied for funding in September 2025 to the New Mexico Financial Authority (NMFA). Steps needed to achieve this goal: - Obtain funding for this project - Work with SMA to complete project					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Land Use Goal 6 Policy 6.1, Action 6.1.A; Community Services Goal 1, Policy 1.1, Actions 1.1B, 1.1E, and 1.1F; Utilities Goal 1, Policy 1.2, Action 1.2.C	Implement an asset management plan Software Cost: \$41,995.00 • ArcGIS Software – \$30,200.00 – Paid by Planning & Zoning • Bently – WaterGems Software - \$6,195.00 – Paid Water Resources Department • Laserfiche Software – \$5,600.00 – Paid by Office of the Village Clerk	Water Resource Director, Water Resource Manager	Continued levels of funding ArcGIS software, Laserfiche software, WaterGems software	01/07/2026	12/31/2027
Description: The department must continue to create the asset management plan, including updating the GIS Geodatabase. Improve records management on assets utilizing Laserfiche and WaterGems. The department will work on implementing an organized filing system for old and new documents, creating a map of the department's assets including water lines, sewer lines, culverts, tanks, wells, inlets, and water hydrants. Will work with staff to get the plan started and obtained information needed for this project. Historical: 2025 - Scanning of documents has commenced and a filing system is being worked on to keep all physical documents organized for easy access both digitally and physically. Staff have commenced work on an asset map that includes the following: • Water lines • Sewer lines • Tanks • Wells • Fire hydrants Steps needed to achieve this goal: 1. The Water Resource Department is trying to fill vacant positions.					

TACTICAL PLAN FOR:
Department: Water Production
Manager: Terry Yarborough
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water resource Goal 1 Policy 1.2 Action 1.2.A and 1.2.B	Water Tank Rehabilitation Project (phase 2-4)	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and seek additional funding if needed.	12/12/2023	12/31/2026
Description: Phase 2- The installation of a new pressure tank and booster station at Plant 1, and Backwash tank Demo and PRV tie-in. Phase 3-Camelot Tanks (1&2), Plant 3&4 clear wells, and Alto East Tank. Phase 4-Big D, Grindstone 3Mil and Pine Cliff Tank Steps needed to achieve this goal: 1. Support SMA with the design of Phase 2. 2. Seek Additional funding if unforeseen items come up. 3. Keep NMED updated on project status 4. Support from Water Distribution. 2025-D&R Tank finished rehabilitating the Alto East 5-million-gallon tank and the tank was brought online in December 2025. Which concluded Phase 1.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.1.B,1.2	Improving the Efficiency of the Water Treatment Facilities	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and seek additional fund and manpower if needed	01/01/2025	12/31/2026
Description: Replace all flow control valves at both Water Treatment Plants. This entails the replacement of 18 modulating Bray Controls butterfly valves with controllers. With an estimated cost of \$65,000. (Prices range from 2800-3600 ea.) This will ensure the proper function of the plants. Decrease the possibility of valve leakage and decrease the possibility of malfunction. Also include the design and construction of walkways above the filters at Grindstone Plant 4, and a walkway above filter 2 at Alto Water Treatment Plant 3 for the maintenance of the blower unit, which currently is not safely accessible. With an estimated cost of around \$150,000. 2025- Operators continued utilizing the Zeta Potential Analyzer to monitor and adjust the Polymer dosing at both Plants. Steps needed to achieve this goal: 1. Secure funding 2. Source design engineering for Walkways 3. Source contractors. 4. Source valves 5. Implement replacement Procedures.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.2 C	Protect and Enhance Source Water Protection and Quality.	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and Manpower	01/01/2020	12/31/2026
Description: Update and implement a source water protection plan and continue to monitor wells and surface water supplies. Develop special overlay zones to protect source water areas.					

2025- We had several virtual meetings and one in person meeting to review progress and go over future steps. Currently NMED is reviewing Lidar Data over the burn scar and flood areas to reevaluate the plan.

Steps needed to achieve this goal:

1. Work with and support David Torres from NMED.
2. Assistance from NMED.
3. Assistance from Water Resource Department.
4. Assistance from John Shoemaker and Associates.

Description:

Steps needed to achieve this goal:

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.1 Action 1.2 C	Alto Dam Alternative Analysis Evaluation and Design Project	Water Production Manager, Chief Plant Operator and Utility Director	Maintain current funding and Manpower	07/30/2024	12/31/2026

Description:

Contract with AECOM to reevaluate the flood discharge capacity of the Alto Dam Spillway and diversion channel using updated extreme precipitation data for the state of New Mexico. In addition, alternative analysis will need to be performed to determine the most appropriate design concept for mitigating flood discharge over the crest of a rehabilitated version of the existing dam or a replacement of the existing dam with a new dam. The primary concepts for the project involve embankment armoring utilizing roller-compacted concrete, enhancing spillway capacity utilizing a labyrinth spillway system, or a combination thereof. The overall purpose of the project is to either. The estimated cost for engineering is \$343,690.00 including SGRT.

1. Rehabilitating the existing dam in such a way will not fail because of the inflow design flood overtopping event
2. Replace the existing dam with a structure designed to withstand the inflow design flood overtopping event, thereby mitigating the potential for dam failure of said event.

AECOM will collaborate with the Village of Ruidoso to identify key considerations and constraints (e.g., schedule, cost, resiliency) for the development of scoring criteria to rank the options determined from the alternatives analysis. The consultant will then design and prepare construction documents for the selected alternative.

2025-Funding was obtained from Water Trust Board, and Task order #1 was written for AECOM waiting to present to Council.

Steps needed to achieve this goal:

1. Obtain funding with Water Trust Board funding
2. Take task order #1 for AECOM to Council.
3. Provided additional documentation to NMOSE-DSB, as needed.
4. Supporting AECOM with data and information needed for the design scope.
5. Additional manpower if needed.

Description:

Steps needed to achieve this goal:

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Water Resources Goal 1 Policy 1.2 Action 1.2 A	Dam and Reservoir Improvements for Grindstone and Alto Lake Dams.	Water Production Manager, Chief Plant Operator and Utility Director	Seek additional funding and manpower for each task order.	July 2019	December 2026

Description:

Perform Dam improvement projects for Grindstone Dam (Dam drain cleaning, outlet structure and conduit inspection, emergency spillway inspection and repairs, Dam coating project, Dam Monitoring and future Regulatory Compliance items) to meet OSE-DSB past inspection deficiencies.

2025- Warranty work on the spillway was completed in early January 2025. All previous projects have been completed

Steps needed to achieve this goal:

1. Review of the recently received Dam Inspections done in the Fall.
2. Work up a plan to address any deficiencies.
3. Seek any additional funding needed.

TACTICAL PLAN FOR:
Department: Regional Wastewater Treatment Plant
Director: Isaac Garcia
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Park and Recreation Goal 1, Action 1.1. F	Maintain Effluent Quality	Department Director, Chief Plant Operator	Daily Operations, Daily and Monthly Lab testing, Chemicals for Filter Cleans, Manual/physical filter cleans	11/02/2022	12/31/2027
Description: The Facility must meet all TMDL's (Total Maximum Daily Loads) on the NPDES permit issued by the EPA 365 days a year. This will be achieved with careful operation, daily and monthly lab testing, and filter chemical cleans when needed. The RWWTP has been operating under the new NPDES permit since 2022 with minor violations that were caused by the flooding as a result of the Salt Fork fire. Measures have been taken to minimize/eliminate these violations for the remainder of this permit cycle. Steps needed to achieve this goal: 1. The Village was issued a new NPDES permit with achievable TMDL's (total maximum daily loads) on December 1, 2022. Several changes were made that removed pollutants required to be tested for that were unable to be detected by laboratories around the state. Due to the amount of data needed to be compiled and processed, and the time needed to take additional samples (if they have not been taken or do not comply with analytical requirements) to complete the application forms, it is recommended to start the Permit renewal application process one year before the expiration date. The application must be submitted at least six months prior to the expiration date of the Permit, which would be before May 30, 2027. Therefore, the recommendation is to start the process in December of 2026. 2. Implement recommendations from Clayton TenEyck's 11/22/2022 memo "2022 NPDES permit renewal".					

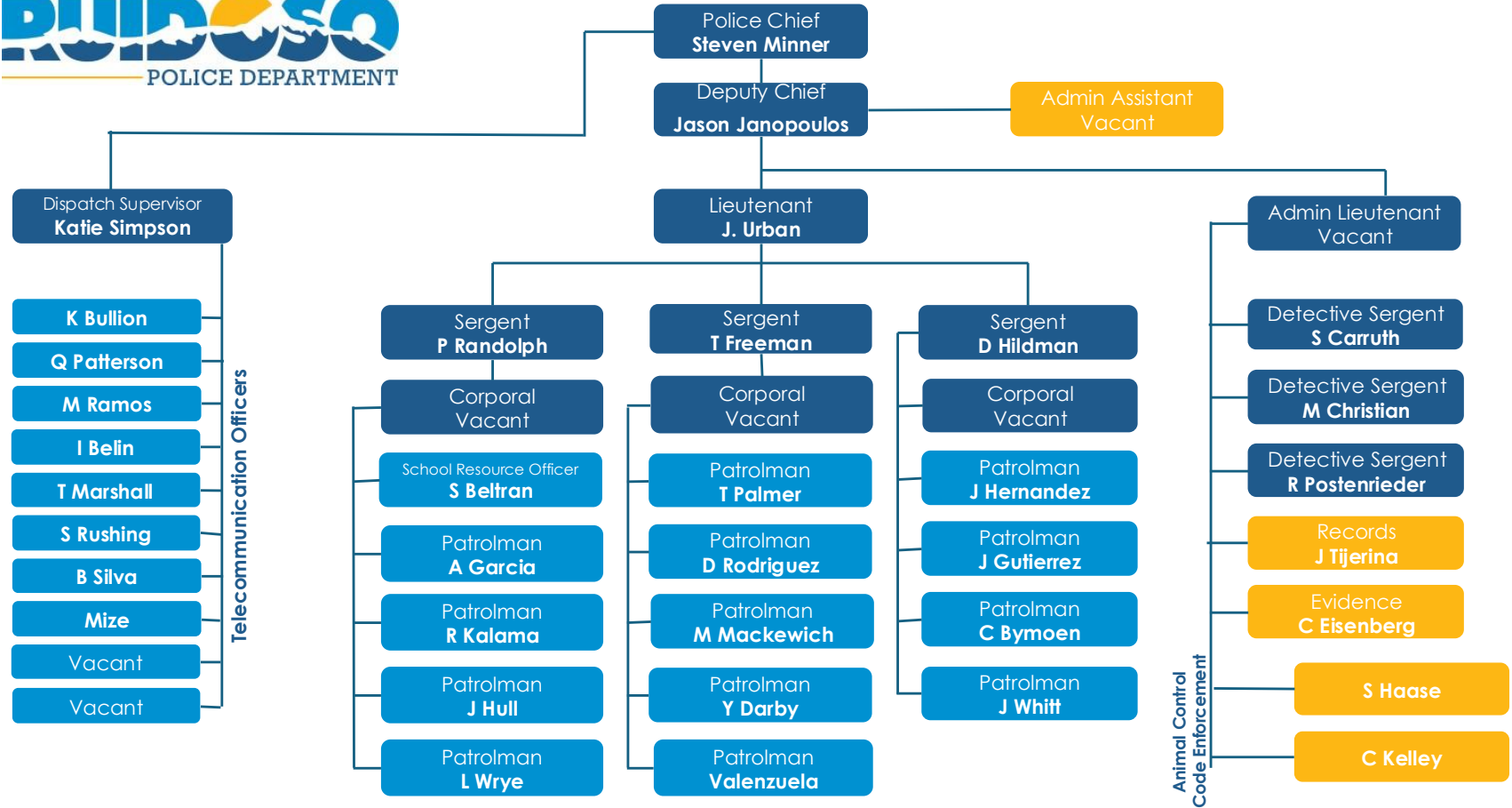
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Economic Development Goal 1 Policy 1.1, Action 1.3.C, Land Use Goal 6 policy 6.1, Community Services Goal 1 Action 1.1.B, 1.1. F	Regional Wastewater Treatment Plant Solar Installation	Public Works Director, Department Director, Chief Plant Operator, Water Resource Manager, Dale Lyons, S & M	SMA solar design, holt enterprise to install new solar array.	01/02/2020	12/31/2026
Description: Complete solar feasibility study. Acquire/lease land for solar panel installation. 2023: It was decided by the JUB to move forward without purchasing the land adjacent to the Treatment Plant. Souder Miller is working with the funding agency to finalize the Categorical Exclusion and RFQ. 2024: SMA is leading the solar project and has come up with a design that will be installed within the Plant site. Holt enterprise has been selected for the construction and installation of the solar array. 2025: Engineering was completed and construction was started by Holt Industries immediately after. This project should be completed in 2026. Steps needed to achieve this goal: 1. Received approval from JUB to proceed with solar project. 2. Wait for final design from SMA. 3. Holt enterprise is selected as a contractor for the completion of this project.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A. Parks and Recreation Goal 1, Action 1.1. F	Replace existing UV sterilization with new updated unit	Public Works Director, Department Director, Chief Plant Operator, SMA	SMA Engineering drawings, acquire contractor for the installation of the new UV unit	01/02/2025	12/31/2026
Description: Remove the existing UV station and replace it with a new and improved unit. 2025: SMA started the engineering process, as well as ordered equipment, and should have the new unit installed and complete in 2026. Steps needed to achieve this goal: 1. Received approval from JUB 1/15/2025 to proceed with UV project. 2. Contract SMA to take on this project and find a reliable and correctly sized unit. 3. Advertise and hire a contractor to remove the existing UV unit and replace it with new unit.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Natural Resources Goal 1 Policy 1.1, Action 1.1.A Parks and Recreation Goal 1, Action 1.1. F	Put last MBR train into service to increase plant capacity from 2.7 MGD to 3.7 MGD	Public Works Director, Department Director, Chief Plant Operator, SMA	Engineering drawings, acquire contractor for the installation of equipment for MBR train	01/02/2015	12/31/2030
Description: Put MBR train #4 into service to add 1 MGD worth of capacity to handle increased tourist flows as well as to allow for service to other MBR trains.					

Steps needed to achieve this goal:

1. Acquire engineer to complete project.
2. Purchase all pipe and blowers that will be needed for MBR train operation as there could be lead times in receiving equipment.
3. Identify a contractor to install all piping and blowers into MBR train.
4. Put MBR train into service. The engineering process for this project will start immediately after the completion of the UV sterilization station project.



TACTICAL PLAN

Department: Police

Director: Chief Steven Minner

Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1	Refurbish holding cells	Chief Deputy Chief	TBD (waiting on quotes)	Upon Approval	Until completed
Description: This is to contract with an outside company to come in and refurbish our existing prisoner holding cells. The holding cells are currently dangerous for both the officers and the prisoners. This will also be something that will help move us forward toward the accreditation process. This will also include replacing the existing controlled access and cameras for the sally port and booking room. Steps needed to achieve this goal: 1. Based on initial quote, work through the procurement process to move forward with securing a company for refurbishing the cells. 2. Meet with company and agree to the design and process.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Patrol Vehicle Fleet	Purchase three patrol vehicles	Chief	TBD (waiting on quotes)	Upon approval	Until completed
Description: Given the state of our current fleet, this will be to purchase and upfit three vehicles for the patrol fleet. This will allow us to begin by removing some of the older vehicles and some of the vehicles that have more costly mechanical issues. Some of the issues we have had with our current vehicles are specific to the make and model, which are the Dodge Durango. We are trying to go back to purchasing Ford Interceptors, which in the past have not had as many mechanical issues. This goal includes the purchase and upfit cost of three white Ford Interceptor vehicles. Steps needed to achieve this goal: 1. Upon approval of funding and following SPA, purchase three white Ford Interceptors either from what is on the lot or have them ordered if currently unavailable.					

2. Get the vehicles to the upfitter for equipment upfit.
3. Research the option to trade in one or more of the older Dodge Durango vehicles to help offset future vehicle purchases.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Police Department Building	Begin researching a new building	Chief Deputy Chief	TBD	Upon approval	Ongoing
Description: From available information, our current building is over fifty years old. We have had several issues regarding plumbing, leaks, and aging infrastructure. There have been discussions in the past about replacing the building or just remodeling the existing building. This goal would be to begin the process of securing an architect to redesign the facility, making better use of the property and designing it around a police department's needs instead of a bank. There is also an opportunity to include a fire substation in the re-design to assist FD with their aging building at Station 2. Steps needed to achieve this goal: 1. Request an RFP for an architect who has experience in designing police departments. 2. Once identified, work through the process to design the new facility going over the department's needs and wants. This will allow us to be shovel ready if/when funding is secured. 3. Research funding opportunities such as USDA grants or other sources of funding.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Leadership	Develop leaders within the department	Chief Deputy Chief	\$20,000	Upon approval	Ongoing
Description: During my time as one of the department's administrators, I have had the idea that we have not done as good a job as we could when it comes to developing our upcoming leaders. Over a year ago, I began redefining the roles within the department. As it pertains to the village in terms of position, we obviously still have "supervisors", but it is a defined fact and my belief that supervision and leadership are two different terms. For this reason, I have made it a point to get away from the word supervisor and use the word leader within the department. It is my plan to begin leadership training as early as possible for those who desire leadership roles. I plan on beginning with training that is appropriate for the position, but as the leader moves up in the organization, they will attend more intensive training courses. Although I have LEPF funds, due to increased equipment needs and costs, I am asking for some of the funds to cover some of the more advanced training. Steps needed to achieve this goal: 1. Beginning with the officers, we will find appropriate training that give them the skills needed to lead from their current position and start the critical thinking process. This will give them a better idea of what lays ahead if they decide to promote to a leadership role within the department. 2. Corporals will further their training by attending classes such as First Line Supervisor so they can begin to understand what is required of them and the leader above them. 3. Sergeants will begin attending classes such as the FBI / LEEDA (Law Enforcement Executive Development Association) trilogy classes for First Line Supervisors and Mid-Management. I will also look at having them attend at least one leadership conference such as those put on by Echelon Front. 4. Lieutenants will begin or continue attending leadership conferences, like Echelon Front, if they haven't already, and also more classes like the FBI / LEEDA Mid-Management and Executive classes. This will also be the time where we begin having them attend a more intensive class like the Law Enforcement Executive Program (LEEP), Northwestern School of Staff and Command, or the FBI National Academy.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Public Safety Initiatives	Move forward with public safety initiatives	Chief Deputy Chief	None	Current	Until completed
Description: This is to develop and initiate initiatives within the department that not only enhance our abilities within the department for handling or responding to different situations, but that give officers the ability for special assignments. The two items we are currently working on are the bicycle team and the swift water rescue team. The bicycle team will be comprised of two (2) officers. This will allow officers, on scheduled days, to patrol specific areas such as Mid-Town during high traffic times. We will also be able to patrol and respond to areas like Wingfield Park and some of the routes that are used for the XTERRA and Ironman races. Steps needed to achieve this goal: 1. We have received a quote for two e-bikes that are fully equipped and specifically made for police. 2. We are also applying for a grant that will help cover the cost of the e-bikes and related equipment. 3. Locate and send selected officers to an accredited IPMBA training. The swift water rescue team is going to be comprised of four (4) officers who will attend the swift water rescue training that RFD will be hosting this year. This will not be a standalone team but will be used to augment the RFD swift water team as available during times of flooding. 1. Coordinate with RFD to attend the swift water rescue training. 2. Purchase required equipment 3. Training and equipment will be paid for by donation money that was given to the department specifically for this initiative.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
School Resource Officers	Coordinate with RMS and ENMU-Ruidoso to fund and recruit SROs	Chief Deputy Chief	Fifty percent salaries for one additional RMS SRO and one SRO for ENMU-Ruidoso	Upon approval	Until completed
Description: For some time, I have wanted to increase our School Resource Officers to two for Ruidoso Schools. This would enhance response and security in the school systems. I have also been approached by ENMU-Ruidoso about funding an SRO for them as well. Both of these positions would be dedicated to their respective institutions but would also have the ability to assist with regular patrol operations when available. Steps needed to achieve this goal: • Agreement with RMS to fund one half the salary for another SRO for the RMS. • Funding for one half the salary for one SRO for the RMS. • Agreement with ENMU-Ruidoso to fund one half the salary for an SRO to include scheduling and responsibilities. • Funding for one half the salary for one SRO for ENMU-Ruidoso • Open up positions for hiring					

TACTICAL PLAN FOR

Department: Consolidated Dispatch

Director: Chief Steven Minner

Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Recruiting/Retention of personnel	To recruit and retain qualified dispatchers	Chief / Dispatch Supervisor	Active recruiting Attend Job fairs	Current	Until completed
Description: Continue to attract prospective dispatchers and retain current ones. Steps needed to achieve this goal: 1. Continue to research new advertising ideas to attract more applicants 2. Continue to review hiring practices to make sure we are effectively evaluating applicants 3. Continue to train and involve current employees in other processes to give them a sense of responsibility and ownership					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Policies	Create policies and procedures for the Consolidated Dispatch Center	Dispatch Supervisor	Coordinate with the Consolidated Dispatch Board	Current	Until completed
Description: Currently there are no formal policies for the dispatch center. Implementing a set of policies will ensure uniformity in all operations, limit liability, and ensure everyone is performing to a set standard. Steps needed to achieve this goal: 1. Begin researching policies and best practices 2. Write and implement new policies and procedures					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Emergency Medical Dispatch	Implement and train everyone on the new EMD program	Dispatch Supervisor	Purchase one server license - \$15,000	Current	Until completed
Description: With the board approval of the new EMD program for dispatch, the program will need to be implemented, and everyone will need to be trained in it. Steps needed to achieve this goal: 1. Complete implementation 2. Train all dispatchers on the new program 3. Have program integrated into the Mark43 CAD system					

TACTICAL PLAN

Department: Police Administration

Director: Chief Steven Minner

Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

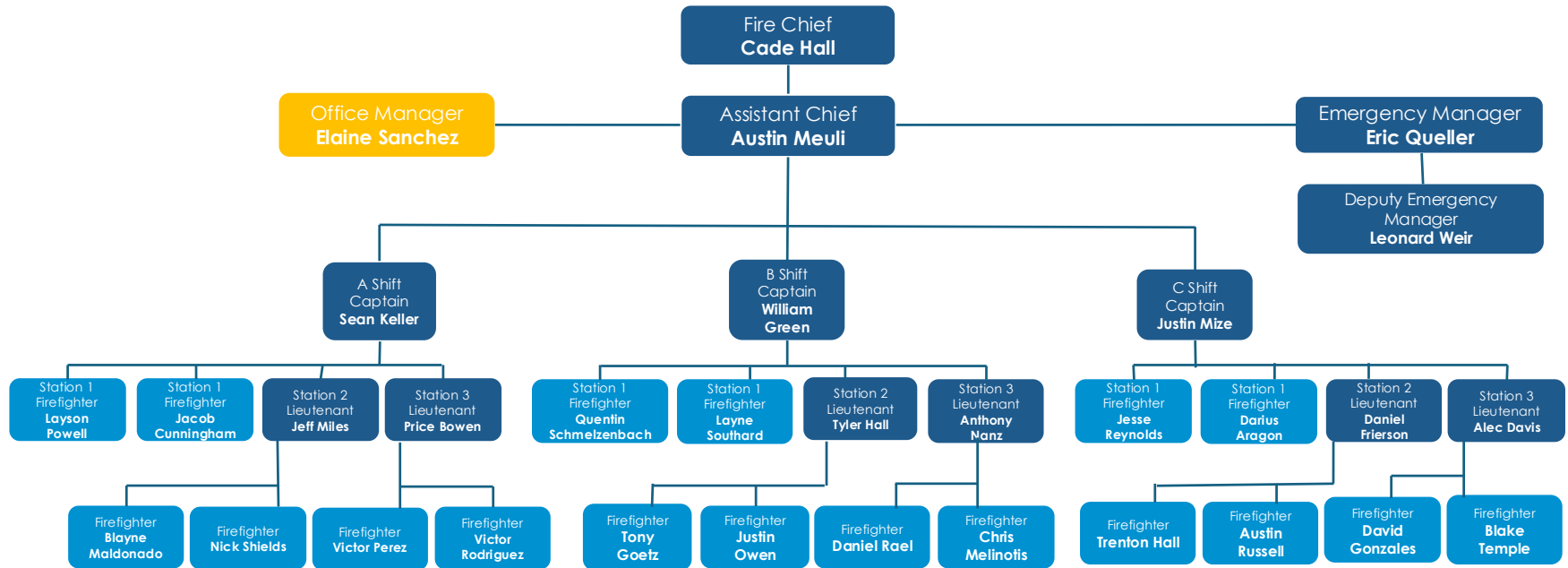
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Records Management	Organization / Disposal of Records / IPRAs	Chief Records Custodian	None	Current	Until completed
Description: Work to organize records and work with Village Clerk to dispose of those that are outside of retention schedule and no longer needed for criminal prosecution. Continue to work with Village Clerk to handle IPRAs as needed. Steps needed to achieve this goal: 1. Identify records that may be destroyed and work with Village Clerk to have destroyed 2. Organize and store records that must be maintained 3. Continue to handle IPRAs as needed and identify any processes that will either make requests and or their fulfillment more efficient 4. Review policies to stay in compliance with all laws and best practices 5. Work with implementation of the new body camera system 6. Work with administration to research an on-line payment system for IPRAs					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Animal Control / PSA	Adding Police Service Aide to ACO	Chief Deputy Chief	None	Current	Until completed
Description: Working with the Village Manager and P&Z, I was able to assist P&Z with a position dedicated only to Code enforcement. This would allow the new Code Enforcement Officer to work solely on code enforcement with the P&Z department, giving the issues more attention and allowing the ACO officers to focus more on animals and assisting patrol. We would then train the ACOs to also be PSAs. The ACO/PSA position would be able to assist the patrol officers with minor calls for service, minor crash reports, and other things that don't require a certified officer. This would also allow us the ability to use this as a recruitment position as well.					

Steps needed to achieve this goal:

1. Develop policies and procedures for the ACO/PSA position
2. Develop a training curriculum for the position not only covering ACO but PSA as well.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Evidence	Organizing evidence and disposing evidence that is no longer needed	Evidence Custodian	None	Current	Until completed
Description: With the new implementation of the Mark43 system, it is becoming easier to track evidence that is no longer needed for court. There are a lot of cases that have been disposed of and the evidence related to those cases can now be disposed of. Steps needed to achieve this goal: 1. Work through old evidence and get dispositions for destruction. 2. Create and implement an evidence vault inspection by the immediate supervisor.					



RUIDOSO FIRE DEPARTMENT & EMERGENCY MANAGEMENT



TACTICAL PLAN

Department: Fire

Director: Cade Hall

Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #1 Chapter 13-2	Building & Property Maintenance (Remodel & Make Station 4 a Main Station)	Fire Chief	Support from VOR & State Fire Marshal.	1/01/2026	07/01/2026
Description: Remodel existing Sub-Station 4 and make it a Main station Steps needed to achieve this goal: Secure Funding. Get property surveyed, Get acceptance from the Village Council & State Fire Marshal. Get blueprints and architect stamps. Find contractor. Draw up agreement.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 2 Chapter 13-2	Building & Property Maintenance (Add carport to Station 3 to make it a State Fire Marshal approved station)	Fire Chief	Support from VOR & State Fire Marshal.	01/01/2026	07/01/2026
Description: Station 3 is not considered an approved station due to the inability to house 3 fire apparatus. State Fire Marshal has approved a carport to be built to accommodate the short fall and allow us to be approved for main station funding through the State Fire Marshals office. Steps needed to achieve this goal: Secure Funding. Get property surveyed, Get acceptance from the Village Council & State Fire Marshal. Get blueprints and architect stamps. Find contractor. Draw up agreement.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 3	Development of Ruidoso Fire Department Fire Marshal	Fire Chief VOR Finance Village Manager	New Position created. Office in the EOC Additional funding in the budget.	01/01/2026	05/01/2026
Description: As Fire Marshal for the Village of Ruidoso, performs a variety of administrative and professional duties needed to plan, organize, direct and coordinate the management and general operations of the fire inspection and prevention programs. Is regarded as the subject matter expert on all matters related to fire these disciplines. ESSENTIAL JOB FUNCTIONS (Fire Marshal): • Serves as the Fire Code Official for the Village of Ruidoso • Coordinates all departmental fire prevention activities and programs, recommends and develops proposed fire prevention policies, procedures, city ordinances and codes to ensure the safety of the Village and to enhance the effectiveness of the Department • Manages Village-wide inspection and fire investigation functions: Includes inspections of new and remodeled commercial and public properties for compliance with Village adopted fire codes. Inspect businesses, industrial and lodging, including the schools to ensure compliance with the International Fire Code and the VOR Fire Prevention Code. • Resolves complaint problems with owners within scope of knowledge and authority. • Oversee inspection of fire sprinkler systems, and elements of fire prevention or protection systems. • Studies and analyzes fire prevention codes and ordinance required to keep Village of Ruidoso current and progressive; identifies weaknesses of the same and recommends changes in Village code. Implement changes and educate fire department personnel and the public on new requirements and codes. • Mitigates public complaints regarding fire code violations and fire hazards. • Calculates water flow capacity for proposed fire safety systems. • Examines building construction, storage practices and materials, building activity and occupancy (kind and number), fire prevention equipment, fire exits, electrical and heating appliances and accessories for proper function and safety. • Develops and oversees effective implementation of fire evacuation plans and trains/tests general knowledge of commercial building occupants in relation to fire prevention, suppression and escape • Coordinate with building officials, fire related code review and approval of occupancy loads. • Attend pre-planning meetings with city staff, contractors, builders, architects, etc. Write memorandums and advise same regarding fire codes and perceived compliance with project proposals. Negotiates various compliance options. Issues letters of compliance during pre-construction to ensure needed changes during construction. • Attend various planning commission meetings as needed to present Departmental positions on various codes. • Monitors compliance with hazardous materials regulation storage within residential, business, institutional, commercial and public buildings. • Issues burn (Open Fire) permits					

- Serves as Arson investigator for Department. Responds to all fires in order to investigate cause and origin and to coordinate serious investigations with New Mexico State Fire Marshal (NMSFM). Coordinate all activities of NMSFM investigators engaged in fire cause determination. Gathers evidence when arson is suspected. Analyses evidence and coordinates with police/NMSFM to make arrests of suspected arsonists. Develops and prepares investigative reports, diagrams and summaries. Arrives at conclusions based upon evidence and makes recommendations affecting the status of various cases. Testifies in court as an expert witness as needed regarding cause and origin investigations.
- Maintains various files and records pertaining to prevention and investigation activities in a central filing system. Operate computer to store and retrieve file information.
- Collects information on public safety and makes appropriate presentations to the public.
- Administers various public education programs. Develops public education materials, brochures and posters. Delivers fire prevention addresses at public gatherings, schools, and special interest groups. Demonstrates fire hazards and fire prevention methods and procedures. Trains business employees in the use of extinguishers and hoses.
- Attends public gatherings to ensure observance of fire safety requirements, standards and regulations
- Working in coordination with the Planning and Zoning Departments to review and approve construction and development plans for fire code compliance. Examine plans to assure conformity to established state and local fire codes related to fire warning devices, alarm systems, automatic sprinkler devices, emergency exits, retardant materials, hydrant and fire wall locations

Other Responsibilities or Job Requirements:

- Serves as an emergency responder as requested by the Fire Chief or Assistant Fire Chief.
- Perform duties of Safety Officer when requested by the Fire Chief or Assistant Fire Chief for emergency incidents.

Steps needed to achieve this goal:

- Take before village administration and finance for position funding. If approved advertise for a qualified Marshal and interview.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 4 Chapter 4-5, 12-5, 13-2, 14-1 Policy 1.1	Continuation of Ruidoso Fire Department Wildland Division	Fire Chief VOR Finance Village Manager HR dept.	Support from VOR, HR and Finance.	04/01/2026	09/30/2026
Description: The 2026 Ruidoso Fire Department Wildland Division Seasonal Program will be the 2nd season to assess the benefits of having additional personnel on a seasonal/part-time basis during Wildland Season. The season will run from approximately April through September, when the Fire Chief and Wildland Coordinator will continue to monitor this program as needed in attempt to grow every year protecting our residents throughout the wildland season. Steps needed to achieve this goal: This program will be funded through the Villages temporary hires program Wildland Division assignments to fires through the State Resource Mobilization Plan will be used to replenish wages while on assignments. The intent for 2026 will be to host 2 seasonal positions which will serve as Wildland Firefighters through the department and act as a support function to other disciplines within the Village and the Fire Department, with an emphasis on Wildland Suppression, Mitigation, Detection, and Prevention. These two positions will increase the department's response to wildland incidents and supplement personnel on assignments when assisting other agencies and states through the RMP. There will be a multitude of benefits from these positions, to include but not limited to: Training, Funding, ISO Requirements, Recruitment, Retention, to name a few. Hosting positions with a subjective mission and task, such as Wildland Firefighting, will allow the Department to provide better Preparedness and Readiness during the summer for 911 response, and Wildland Response. These months tend to be busier months from a 911 standpoint and require an increased level of flexibility of personnel and resources due to Wildland Incident Response. It is our intent as a department to provide the best service to the Village of Ruidoso, and this program will increase our capacity and capabilities to do so. In 2024 the seasonal program, had it been in place, would have responded approximately 292 times to assist with 911 response within the village. It also would have provided at least 1 additional firefighter on 7 RMP Wildland Assignments and kept 2 fully certified FF/EMT's in jurisdiction for local emergencies. This is due to our limited staffing, a typical request when asking for a type 6 engine is 3 personnel, we've only been able to staff with 2 in the past which limits our requests. After implementing this program in 2025 we not only were able to accept and provide full staffing for assignments, we hired one of 2 temporary employees to a full-time position that cost \$0 to train because he was being trained while learning as a temporary employee.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 5 Chapter 13-2 Preparedness and emergency response policy 1.1	Fire Apparatus maintenance and replacement program to improve response to emergencies. (Aerial Apparatus & Water Tender)	Fire Chief Director of Finance Village Manager State Fire Marshal's Office	Support from VOR & State Fire Marshal.	1/01/2026	Continuous
Description: The department maintains services and provides a very diverse operation. The Ruidoso Fire Department responds to all emergencies within the Village of Ruidoso and in surrounding communities when requested. This includes structure fires, medical, Haz mat, water rescue, MVA, and wildland fires etc... The number of calls averages 1,951 per year. This fleet runs on a yearly basis with an apparatus and is a very maintenance intense program. The replacement of the fleet is imperative in the safety and health of the community and firefighters. The average age of our fleet is 21 years with the oldest fire engine being a 38-year-old truck which does not meet NFPA or DOT standards. This engine alone cost us around \$8,000 last year in maintenance costs. We have made many attempts to replace this unsafe apparatus but have been unable to secure the funding through general fund, grants, or the New Mexico Fire Protection Fund. • Village of Ruidoso has Mutual Aide Agreements when requested and Automatic Aide when threatening the VOR. Are Agreements consisting of Mescalero Apache Reservation, Ruidoso Downs, Bonito, (USFS) United State Forest Service and All of Lincoln County? • 2020 Ruidoso Fire ran 124 calls for Mutual Aide in the County to include Lincoln/Otero. • 2021 Ruidoso Fire ran 130 calls for Mutual Aide in the County to include Lincoln/Otero. • 2022 Ruidoso Fire ran 70 calls for Mutual Aide in the County to include Lincoln/Otero. • 2023 Ruidoso Fire ran 60 calls for Mutual Aide in the County to include Lincoln/Otero. • 2024 Ruidoso Fire ran 150 calls for Mutual Aide in the County to include Lincoln/Otero/Chavez/National • 2025 Ruidoso Fire ran 157 calls for Mutual Aide in the County to include Lincoln/Otero/Chavez/National • Develop a financial plan for apparatus replacement program. Steps needed to achieve this goal: Find Aerial & or Tender Apparatus and secure.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #6 Chapter 13-2	Staffing for Safety and Emergency Response.	Fire Chief	Additional Firefighters	1/01/2026	07/01/2026
Description: The Fire Department must maintain the level of service and safety set forth by Ruidoso Fire Dept., VOR, Community and NFPA. NFPA 1710 states that every fire engine should be staffed with a minimum of 4 firefighters to safely operate at a fire scene. We currently staff Station 1 trucks with 3 firefighters, Station 2 with 3 and Station 3 with 3 firefighters. This is fully staffed with no one off. This is still below the industry standard and will be questioned in the event of an accident or injury. Twenty years ago, the fire department ran an average of 250 calls per year with a line staff of 18. Today we make over 1900 calls per year with a line staff of 27. This is still below the NFPA 1710 standards in those 24 years our call volume has increased a staggering 660% and we have not increased our personnel adequately to keep up with that increase. As a result, we have issues with scheduling, staffing, and ultimately safety. With the continual efforts to minimize overtime, we have elected to have a minimal manning of 7 on a day which puts us even further below the NFPA standard. To regain our coveted ISO 2 rating, we must demonstrate adequate staffing, and we are underperforming in this area. We simply need more staff in order to continue to offer safe and effective fire protection and Emergency Response. Our request is for 9 more firefighters which would put the 3 shifts each at 13 personnel. While this is still 6 fewer than the NFPA standard, it will help reduce the immense strain we are currently experiencing. - Recruitment and Retention is a priority, and the Village of Ruidoso has been supportive and looking forward for the Safety of all in and who visit Ruidoso. - The operations and demand for service has exponentially grown, we are an All-Hazard Department skilled and trained in Emergency Medicine All firefighters are EMT Basic at the bare minimum, Hazardous Materials Operations, Wildland firefighting, Structural Firefighting, Auto Extrication, High/Low & Confined space rescue, Swift Water Rescue, ARFF, Fire Inspectors and Fire Investigators. We are the only Paid Fire department in the County and we are requested for Mutual Aide frequently. - Apply for AFG Safer Grant for personnel recruitment and retention assistance in 2024 did not receive. 2019 Call Volume RFD - 1,475 2020 Call Volume RFD - 1,727 2021 Call Volume RFD - 1,899 2022 Call Volume RFD- 1,910 2023 Call Volume RFD- 1,905 2024 Call Volume RFD- 1,951 with more calls not tracked due to calls within the main Southfork/Salt Incident being clumped to it. Steps needed to achieve this goal: Look at funding options to increase by talking to finance, applying for a Safer Grant and getting rewarded it.					

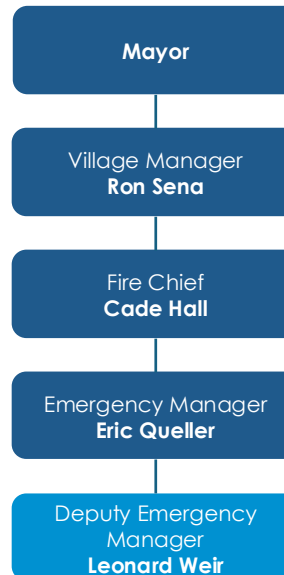
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 7 Chapter 5-1, 13-1, 14-1 policy 1.1	Fire Protection in the Village of Ruidoso ISO Class 2 Rating Retrogression.	Fire Chief, Village of Ruidoso, Water Dept., Dispatch	Support and funding to maintain staffing, apparatus, and equipment levels which will satisfy the requirements of ISO 2.	7/01/2026	07/01/2026
Description: The ISO consists of several areas - Emergency Communications-RPD/RFD, Water Supply-RFD/Water, Fire Department Services-RFD, Training-RFD/VOR • Staff has maintained all licensures, certifications, and training for qualified firefighting in the State of New Mexico. • 30 Emergency Medical Technicians are up to date for 2025. • ISO collects and evaluates information from communities in the United States on their Structure fire suppression capabilities. The data is analyzed using their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC™) grade is assigned to the community. The surveys are conducted whenever there is a possibility of a PPC change. As such, the PPC program provides important, up to date. Information about fire protection services throughout the country. The FSRS recognizes fire protection features only as they relate to suppression of first alarm Structure fires. In many communities, fire suppression may be only a small part of the fire Department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. The PPC program evaluates fire protection for small to average size buildings. Specific properties with a Needed Fire Flow more than 3,500 gpm are evaluated separately and assigned an individual PPC grade. This rating reflects how the Village of Ruidoso and Ruidoso Fire Department respond and reduces the risk to the community. This is vital to public and emergency responder safety. • The ISO rating Class 2 saves the VOR homeowners a significant amount of money. • This rating also helps with the amount of funding the Fire Dept. receives on a yearly basis to support operations and safety. • 694k is the total with an intercept payment for Fire trucks of 125k, which leaves 569k to maintain buy and replace all requests from the Fire Dept.					

ISO rating survey was scheduled in the spring of 2027. We dropped from a Class 2 to a Class 3. We were given the option to go through the retrogression process which we have done. They showed us our short falls and suggested things to get back to a class 2 rating. These were some of their suggestions:

- Make Repairs to trucks to improve ISO rating.
- Hire more staff to improve ISO rating.
- Purchase new equipment (Trucks, Water Tender, Aerial)
- Hydrant testing and data entry
- Water flow capabilities
- Facility Training
- Quicker Dispatch times.

We have compiled all their data and have developed a plan to correct our short falls and be rated a Class 2 again.

OFFICE OF EMERGENCY MANAGEMENT



TACTICAL PLAN

Department: Office of Emergency Management

Director: Eric Queller

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 1., Policy 1.1. Generators for Government Infrastructure	Install and maintain generators at critical facilities to ensure reliable backup power.	Office of Emergency Management, Dept. of Homeland Security and Emergency Management, and Capital Projects.	Finances Generators	2024	Continuous
Description: The Ruidoso Office of Emergency Management proposes to procure and install six backup generators to support critical infrastructure across the Village. This project supports the Village’s mitigation and preparedness goals by ensuring continuity of operations during extended power outages caused by severe weather, wildfires, or other emergencies. Generators will be installed at the following critical facilities: • Pikes Peak Radio Repeater Site • Camelot Radio Repeater Site • Ruidoso Convention Center • Ruidoso Community Center • Village Hall These sites were selected due to their essential roles in emergency response, communications, and community services. Backup power at these locations will allow uninterrupted operations during incidents that disrupt the electrical grid. Project Implementation Steps Needs Assessment and Grant Application: Conduct site-specific power assessments, define generator specifications, and address installation challenges. Prepare and submit a Hazard Mitigation Grant application, including required risk assessments, cost-benefit analyses, and project documentation, in coordination with key stakeholders. Budget Approval and Vendor Selection:					

Finalize the project budget, secure required matching funds, and conduct a competitive procurement process. Vendors will be evaluated based on cost, experience, technical qualifications, and grant compliance.

Permitting and Site Preparation:

Obtain required permits and complete site preparations, including concrete pads, transfer switches, and any necessary electrical upgrades, in coordination with Public Works and the selected vendor.

Delivery, Installation, and Commissioning:

Install generators at each site, followed by load testing and simulated outage scenarios. Train designated staff on operation, safety, and basic maintenance before placing the systems into service.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Update the Emergency Operations Plan & Conduct Exercises	Revise the Emergency Operations Plan, including all 24 functional annexes and corresponding Standard Operating Procedures (SOPs). Follow this by conducting exercises in alignment with the HSEEP process.	Office of Emergency Management Lead, All VOR Departments.	Time	2024	Continuous

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 2, Policy 2.1. Outdoor Warning System & Radio Station Tower	Ensure the maintenance, upgrading, updating, and replacement of sirens as needed.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, Sirens	2024	Continuous
Description: Improving the Village's outdoor warning system is a key public safety initiative focused on modernizing, expanding, and integrating alerting technology to ensure timely and effective emergency communication. Key Implementation Steps Vendor Coordination and Planning: OEM coordinated with the selected vendor to finalize project scope, schedule, and technical specifications. Village stakeholders, including Police, Fire, and Public Works, reviewed and approved system design, installation, and integration plans. Site Preparation and Installation: The vendor completed site surveys, permitting, and installation of new sirens, along with upgrades to existing infrastructure as needed. OEM coordinated access and readiness at all locations. System Integration and Testing: The system was configured for remote activation, monitoring, and integration with other emergency notification platforms. Comprehensive testing verified sound coverage, clarity, and system performance prior to final acceptance. Ongoing Monitoring and Maintenance: OEM is establishing a long-term monitoring and maintenance plan, including periodic system checks and continued vendor support to ensure reliability and system performance. Process Update: OEM has completed installation of nine new outdoor warning sirens across the Village, significantly expanding alert coverage. Three of the nine sirens are voice-capable, allowing for real-time spoken messages in addition to warning tones. All new sirens have been successfully tested and are fully operational. Testing confirmed adequate coverage, remote activation, and overall system functionality, with minor issues currently being resolved in coordination with the vendor. The Village now has a total of twelve outdoor warning sirens, including nine new and three existing units. OEM is working with the vendor to integrate the three existing sirens into the new platform, enabling unified activation, monitoring,					

and management of all twelve sirens. Once integration is complete, the consolidated system will improve reliability, streamline operations, and strengthen the Village's emergency notification capabilities.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hazard Mitigation Goal 2, Policy 2.1. High Water Detection System	Plan, Procure, Construct & Instal, and tie into early warning systems for flood detection.	Office of Emergency Management, Finance, Capital Projects, and VOR Management	Grants, High Water Detection System	2026	Continuous
Description: Improving high water detection across the Village is a key public safety initiative aimed at reducing risk from flash flooding and post-burn scar flooding. The project focuses on deploying real-time monitoring at flood-prone locations to improve situational awareness and support timely decisions for road closures, evacuations, and emergency response. Key Implementation Steps Vendor Coordination and Planning: OEM will coordinate with a qualified vendor and Village departments to define system requirements, identify priority locations, and establish a deployment schedule. Sensor types, trigger thresholds, communications, and data integration needs will be identified, with integration into existing monitoring and alerting platforms. Site Preparation and Installation: Installation sites will be selected based on flood history, burn scar impacts, critical roadways, and infrastructure vulnerability. The vendor will complete site assessments, permitting, and installation, including mounting, power or solar systems, and communications setup as needed. System Integration and Testing: Sensors will be configured for real-time monitoring and integrated into OEM dashboards and alerting systems. Automated alerts will notify responders when water levels reach predefined thresholds. Comprehensive testing will verify accuracy, communications, and alert performance prior to full operation. Ongoing Monitoring and Maintenance:					

OEM, in coordination with Public Works and the vendor, will implement a long-term maintenance and monitoring plan, including routine system checks and post-storm inspections. Collected data will be used to refine alert thresholds and strengthen future flood response and planning.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Upgrade Alerting and OEM Software	Upgrade current alerting and Emergency Management software systems.	Office of Emergency Management, Finance, IT Services, and VOR Management	Time, Funding	2026	Continuous
Description: Upgrading the Village's alerting and emergency management software systems is a key initiative to strengthen coordination, situational awareness, and public communication during incidents. This effort focuses on modernizing and integrating platforms used for public alerts, incident management, resource tracking, and information sharing to support faster, more effective decision-making. Key Implementation Steps Vendor Coordination and Planning: OEM will conduct a review of existing alerting and emergency management systems with Police, Fire, Public Works, and Administration to identify gaps, redundancies, and integration needs. Operational requirements, user roles, security considerations, and data-sharing needs will inform system upgrades or replacements, along with a phased implementation plan and budget. System Selection and Configuration: OEM will work with selected vendors to finalize system specifications, licensing, and timelines. Upgraded or new platforms will be evaluated for functionality, interoperability, cybersecurity, scalability, and long-term support, with contracts structured to meet state and federal requirements. System Integration and Testing: Alerting platforms will be integrated with IPAWS, the outdoor warning system, and other communication tools to ensure consistent messaging. Emergency management software will be integrated with GIS, WebEOC, resource tracking, and situational awareness dashboards. Functional testing will validate workflows, access controls, interoperability, and system performance before full deployment. Training and Transition to Operations:					

OEM will provide training for staff and EOC responders, supported by job aids and quick-reference materials. A phased transition will maintain continuity of operations while legacy systems are retired or scaled down.

Ongoing Support and Improvement:

OEM will establish long-term maintenance, update schedules, and user support processes in coordination with vendors and IT partners. System performance will be reviewed regularly and refined through exercises and real-world activations.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3, Policy 3.2, Action 3.2.A. Development of an Emergency Management Academy	Develop a New Mexico Emergency Management Academy	Office of Emergency Management, Finance, ENMU-Ruidoso, and VOR Management	Time, Funding, Personnel, Technology, Student Workforce, Governance, Partnerships.	2026	Continuous
Description: Ruidoso OEM is exploring the development of a New Mexico Emergency Management Academy in partnership with regional higher-education institutions, including ENMU–Ruidoso. The concept would combine academic instruction with applied, real-world emergency operations experience to support workforce development, operational readiness, and long-term emergency management capacity. The proposed Academy would leverage the Village’s Emergency Operations Center, command trailer, and emergency response activity to provide hands-on learning opportunities while supporting local emergency operations and building a skilled emergency management workforce. Exploratory Focus Areas: • Workforce development and training pipeline opportunities • Student internships and practicum support for EOC operations • Alignment with FEMA guidance, state requirements, and New Mexico hazards • Use of Village facilities and operational resources for applied learning • Funding and sustainability options Next Steps: OEM will continue evaluating partnership structures, curriculum concepts, and operational impacts before determining whether to pursue a pilot program or formal agreement.					

TACTICAL PLAN FOR: Legal
Department: Legal
Director: Zach Cook
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#1 Improve clean and lien processes	State statutes and Village Ordinances authorize the Village to remove debris and dangerous structures within the Village.	Zach Cook	Drafting of Resolutions, liens and possible District Court filings. Records management for expenses incurred.	ongoing	
Description: Steps needed to achieve this goal: Work with community development to manage the clean and lien caseload, including legal documents and financial records					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#2 Continued compliance	New Mexico Sunshine Laws: Inspection of Public Records Act and Open Meetings Act	Zach Cook	Legal research sources and communication across Village departments	Ongoing	
Description: The number of IPRA requests the Village receives ebbs and flows from year to year; however, every request involves nuance and risk. The Village Clerk has a sophisticated understanding of the IPRA and OMA requirements, but each case varies related to the management of each issue under those statutes. Steps needed to achieve this goal: Constant communication for every IPRA request or OMA complaint and rapid response as required under the law.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#3 Assist HR, Management and Directors	Management	Zach Cook	Legal research and drafting	ongoing	
Description: Management is constantly faced with legal challenges that require quick response and resolution to maintain daily operations of the Village. Steps needed to achieve this goal: Maintain accessibility and readiness to respond and resolve issues as they arise, or in the alternative, engage outside legal resources for further assistance.					

CLERKS

Village Clerk
Yvonne Vigil

Deputy Clerk
Vacant

TACTICAL PLAN FOR: Clerk
Department: Clerk
Director: Yvonne Vigil
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#1	To transfer all permanent public records to new storage site.	Clerk and Deputy Clerk	Space	Jan. 1, 2026	Dec. 31, 2026
Description: All public records are either permanent records or have a retention date for destruction. Steps needed to achieve this goal: 1. Organize all public records according to their retention date for destruction. 2. Prepare Certificates of Destruction for all with a retention date of 2025 for approval by the Governing Body. 3. Store all permanent records and those with a future destruction date at the new storage site.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#2	Obtain a document management system.	Clerk, Deputy Clerk and Department Personnel	Software Training	Mar 9, 2026	Dec. 31, 2026
Description: We currently only have a system that stores documents. We need a records management system either in Laserfiche or other software. Steps needed to achieve this goal: 1. Purchase added Document Management in Laserfiche or purchase new software. 2. Software training on: Restructure of repository; scanning workflow and deletion of records that have reached their retention or do not belong in Laserfiche or other software. Train department personnel on scanning and retaining public records in Laserfiche or other software.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#3	Update and Maintain Vehicle Inventory List	Clerk, Deputy Clerk, Safety Officer and Department Personnel	Vehicle Inventory Information from Departments	Jan 1, 2026	Dec 31, 2026
Description: Asset Inventory Steps need to achieve this goal: 1. Reach out to all departments for a list of their vehicle inventory and inventory numbers 2. Enter inventory insurance portal, and assign inventory numbers 3. Create and maintain a Master Inventory List					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#4	Create a Master List of all Village Board and Commission appointments with terms, and provide meeting administration training for liaisons	Clerk, Deputy Clerk	Time	Jan 1, 2026	Dec 31, 2026
Description: Create a Master List of all Village Board and Commission appointments with terms, to ensure adherence to the Code of Ordinances. Provide Open Meetings Act training to liaisons. Steps need to achieve this goal: 1. Gather all the information on Boards and Commissions from liaisons. 2. Organize the information. 3. Schedule training.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
#5	Training to achieve certification as a Certified Municipal Clerk for Deputy Clerk and Master Municipal Clerk for Clerk	Clerk, Deputy Clerk	Funding for the Clerk and Deputy Clerk to achieve designation as a MMC and CMC.	January 1, 2026	Ongoing
Description: Training for Certification as a Master Municipal and Certified Municipal Clerk Steps need to achieve this goal: Attend all training offered for the Clerk and Deputy Clerk to receive designation as a Master Municipal and Certified Municipal Clerk					

HUMAN RESOURCES DEPARTMENT



TACTICAL PLAN FOR:
Department: Human Resources
Director: Cheryl Gerthe
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2	Analyze Compensation Study Results and Develop Recommendations for the Governing Body	HR Manager	Human Resources Finance Director Village Manager	January 2026	May 2026
Description: Ensure the Village's compensation structure remains competitive, equitable, and fiscally responsible to ensure we can attract, retain and motivate a high-performing workforce. Our ability to deliver essential services to the public depends on recruiting and retaining qualified individuals in a competitive labor market. Steps needed to achieve this goal: - Evaluate pay adjustment cost scenarios with the Finance Director, Village Manager, and Governing Body including options below: - Targeted compensation adjustment to ensure employee wages align with either the 25th percentile (lag the market) or the 50th percentile (meet the market) or the 75th percentile (exceed the market) of market benchmarks to promote internal equity and external competitiveness. - Cost of living adjustment - PERA employer percentage adjustment - Options and recommendations presented shall balance market competitiveness with fiscal responsibility. - An option to consider would be to implement in phases to minimize budgetary impact. - Recommendation from HR will be made to eliminate the 1% pay for performance increases beginning July 1, 2026, which will require an update to the personnel policy. - Direction from the Governing Body will be requested on: - Preferred adjustment approach (targeted, COLA, phased) - Timing and funding strategy for implementation. - Eliminating Pay for Performance					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Organizational Assessment	HR Manager	Human Resources Staff Directors and Managers Village Manager Finance Director	February 2026	July 2026
Description: Human Resources has identified a need to assess Organizational Structures throughout Village Departments. By evaluating the organizational structure, the Village can identify gaps specifically where mid-level management may be needed. By creating mid-level management roles where there are gaps, we can ensure that span of control is managed and that mid-level supervisors work closely with Management on skill development, problem solving abilities, and both personal and professional growth. This process will play a significant role in succession planning initiatives by ensuring that mid-level positions exist and act as steppingstone positions for employees to allow opportunities for advancement. Steps needed to achieve this goal: 1. Review current organizational chart and identify gaps in middle management levels while considering size of Department and operational demands. 2. Analyze the responsibilities and skill sets of existing mid-level employees. 3. Evaluate the current career progression paths within each Department. 4. Determine which Departments require additional or new middle management. 5. Identify skills and competencies needed for future middle managers. 6. Work with Management to draft job descriptions for potential middle management positions. 7. Work with Finance and Administration to analyze information and implement.					

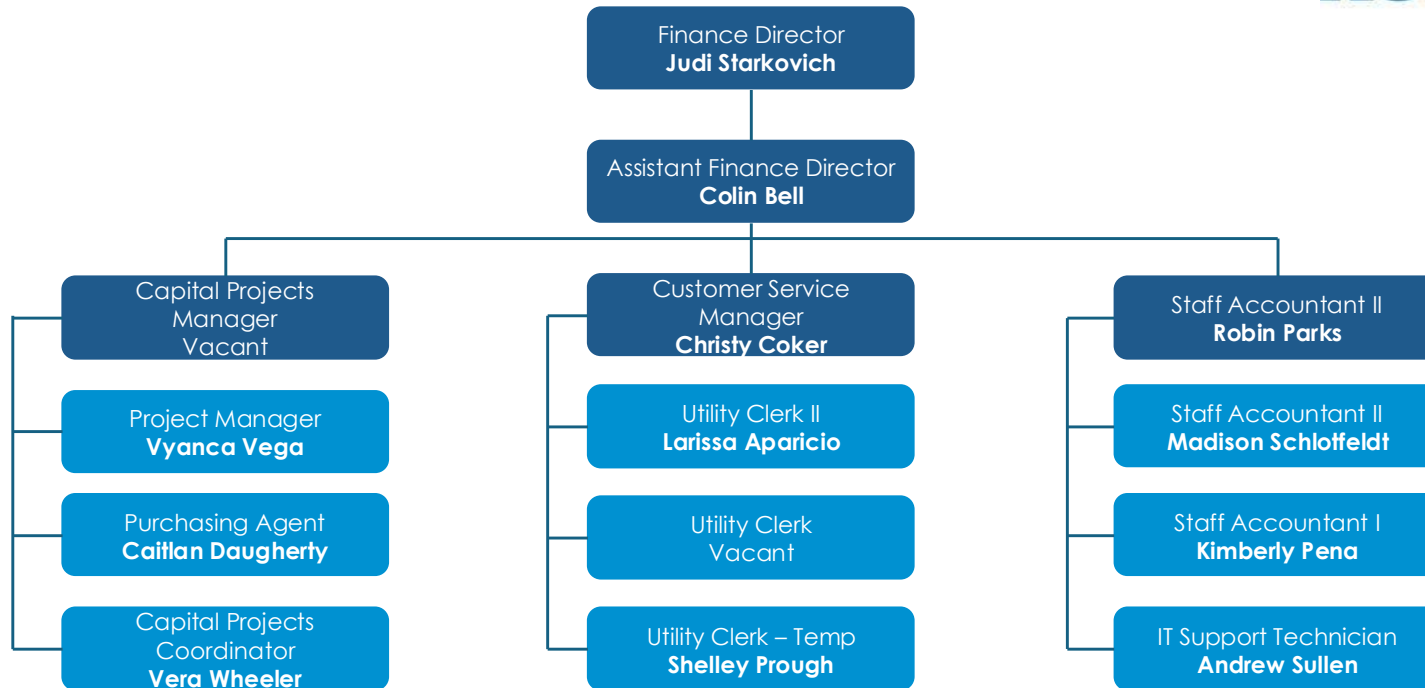
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Workforce Planning and Succession	HR Manager HR Staff	HR Manager Village Manager and Management Collaboration	February 2025	Ongoing
Description: Human Resources has identified a need to prioritize building a future ready workforce for the organization. Training and development will be a focus for the organization in 2026. This will ensure the organization has the right people, with the right skills, in the right positions to maintain level of service and continuity of services, manage retirement, and reduce operational risk. Steps needed to achieve this goal:					

1. Human Resources will build a training program for the 2026 calendar year with once-a-month training to build internal talent pipelines
2. Continue to utilize ENMU-Ruidoso for additional specialized training.
3. Continue utilizing internship program which proved to be very successful last year.
4. Create mentorship program for critical roles in the organization essential to service delivery to capture organizational knowledge when an employee retires.
5. Continue succession planning efforts.
6. Conduct interviews with employees and conduct engagement surveys.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Employee Performance and Retention Incentive Strategy	HR Manager	Finance Director	February 2026	May 2026
Description: A strategic need has been identified to improve level of service outcomes, accountability, and employee retention through structured performance incentives. This incentive strategy will serve as a skills sustainability tool and will be a cost-effective alternative to turnover and underperformance due to skills gaps. In collaboration with Village Leadership, an incentive plan has been drafted to incentivize employees to earn valuable certifications, many of which are earned through state and national professional agencies. Incentive plans are valuable within organizations because they motivate employees to actively pursue professional development, which leads to increased productivity, a more skilled workforce, improved employee retention, and a positive organizational image. Steps needed to achieve this goal: 1. The Human Resources Manager will work with the Finance Director to provide a cost analysis to present to the Governing Body. 2. Draft an approval process for employee eligibility. 3. Goal of implementation if approved is end of Spring 2026.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Community Services Goal 3 Policy 3.2.A	Digital Platform for Efficient Policy Implementation, Review, and Management	HR Manager HR Staff	HR Staff Time to Schedule Demo Time to Train Staff	February 2025	July 1, 2026
Description: Human Resources has identified the need to identify, vet, and implement policy management software to enhance policy governance, compliance, and operational efficiency through a secure, digital platform. This platform will allow the municipality to confidently develop, review, approve, distribute, and track every policy. Policy management software will improve policy version control, ensuring that all policy changes are tracked, authorized, and auditable. The platform will help the municipality maintain policy review cycles in line with legislation and regulations, automate approval workflows, and facilitate employee training, acknowledgements, and compliance tracking. Steps need to achieve this goal: 1. HR will demo and assess available policy management platforms, considering functionality, compliance, security, and cost. 2. Evaluate benefits, cost, training and implementation timeframe 3. Test selected software with pilot group, gather feedback, and develop workflows.					

FINANCE DEPARTMENT



TACTICAL PLAN FOR:
Department: Finance
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Prepare a CAFR. Take the Annual Financial Report of the Village and expand it into a Comprehensive Annual Financial Report. Need to add a transmittal letter, a statistical section, and some additional schedules.	Finance Director	Time to visit with County, Auditor, and Financial Advisor to complete analytical section. Costs to be minor.	January 2020 (Continuation from Prior Year)	Until Report Converted to CAFR Format
- Review the checklist for preparing a Comprehensive Annual Financial Report (CAFR) from the Government Finance Officers Association (GFOA) to determine the sections that are lacking in our current audit report. - Contact our auditor, Chris Garner, Patillo, Brown, & Hill, to sign a small service agreement so that he can help gather some of the data needed for the statistical section and to help guide the Finance Department on what other areas are lacking. - Contracted with Jim Cox Consulting to help with statistical information and review. FY 2024 Audit will be under new format. - FY 2026 may be under new format.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Develop operating manuals that can be given to departments with screen shots and explanation on how to process tasks within Tyler Incode X.	Finance Director and Staff Accountant II	Employee Time	February 2020 (Continuation from Prior Year)	October 2025
- The Finance Staff has several areas completed: Budget input, budget reports, general ledger inquiry, purchase requisitions and budget adjustment. Need to update screen shots and gather documents into a single PDF. - The vacancies in the Finance area have impeded our progress of developing these manuals. - Establish monthly training component as in person and zoom with recording for those unable to attend.					

- Manuals and training have been identified but due to workload have not been able to do monthly training. Scheduling regular training with Tyler through PACE to start in Feb 2026.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Comprehensive Financial Planning. Help in the development of cost-of-service rates for departments. Assist finance in developing five (5) and ten (10) year plans to ensure adequate funding not only for capital projects but for required levels of service for events.	Finance Director	\$20,000 - \$50,000 For Financial Advisor, Engineers, Planners, etc.	Ongoing Each Fiscal Year	June 2026
- Finance Director will need to meet with Financial Advisor to help develop financing based on growing needs of the Village. - Finance will review personnel costs and work with departments to develop cost of service rates. - Without an Assistant Finance Director, it is impossible to tackle this issue. - VM and finance Director need to meet with Fatelis to view the financial model used of the rate analysis in order to adapt that model to all funds within the Village. - Once AFD hired will jump back on project. Just starting training.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Hire an Assistant Finance Director	Finance Director, Deputy Village Manager, HR Director	Headhunter for specialized positions nearing retirement. \$100,000	Ongoing Each Fiscal Year	June 2025
- The Finance Director needs an Assistant to take care of the day-to-day activities that are routine. During quarter-end and year-end, the amount of work is overwhelming for one person. COMPLETED New Assistant Finance Director hired in Nov 2025. - Still cross training employees in FD job duties.					

TACTICAL PLAN FOR:
Department: Utility Billing
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Conduct a Comprehensive Financial Planning Process and Write a Comprehensive Financial Plan	Develop a policy and process of addressing delinquent accounts and the process of applying liens.	Utility Supervisor along with Legal and Village Clerk	Employee Time	February 2022	September 2025
- Research statutes information on lien processing and delinquent utility accounts. - Reach out to other municipalities on how they handle delinquent accounts and if they enforce liens. - Meet with Legal to determine options so that a process can be determined on how to file and enforce liens. - Make recommendations to Council on policy changes. - The retirements in the UB area hampered progress. Now that positions are filled and the current UB supervisor is becoming familiar with the process, she is currently working with the Village Clerk to complete task. - UB Supervisor and Village Clerk are still working on process.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
One Stop Shop for Utility Connections	With the RJU Admin Departments moving over to Village Hall, a single application needs to be developed so that the street cut permit, the water and sewer taps, and coordination of any other fees is located on one application so that Utility Billing clerks can walk the customer from initial connection to billing.	Utility Supervisor, Staff Accountant II along with RJU Admin	Employee Time	February 2022	June 2026
- Meet with Planning & Zoning and RJU Admin to set up standard fees for sewer taps, street cuts, water taps, and any other fees into the Citiworks software. This would allow up front collection of all fees once an application is filed. - Group will need to determine if any changes to the current service application will be needed. - UB Staff will be trained on Citiworks once it is up and running.					

- Management is making decisions on Citiworks software continuation. Once final decision is made project will continue and UB Clerks will be trained on the software.
- Decision made to switch to MyGov software. Implementation is currently ongoing, scheduled to be operational by mid-April 2026.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Streamline Utility Bill Format	The bill format has not been reviewed in at least 20 years. Need review to make it easier to read and incorporated useful information on consumption and comparisons	Utility Supervisor, Staff Accountant II	Employee Time	February 2022	November 2025
• Contact Incode with options on different bill formats that can be processed through the software • Meet with utility departments to receive comments on bill format and prepare a few options for bill layout. • Make a recommendation to Council • Need to update the UB Supervisor of task so that she can complete. • Project stalled so that new UB Supervisor could learn other job duties.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Convert Billing Cycles from Four (4) to Two (2)	Condensing billing cycles will allow customer bills to be due on the same day each month.	Utility Supervisor, Staff Accountants, Finance Director	Employee Time	February 2025	November 2025
• Contact Incode with options on different bill cycle options through the software • Run parallel billing databases to ensure that change will meet expectations. • Make a recommendation to Council. • Project on hold at this time, working on other billing issues and will determine if this step will be beneficial in the future.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Identify a Backup for Utility Bill	Currently only one person knows and can run the utility billing process. Need to make sure someone else understands and can run the UB process.	Utility Supervisor, Staff Accountants	Employee Time	February 2025	February 2026
• Contact Incode with options on different training options. • Shadow the UB Supervisor to learn about our billing process. • Run billing for three (3) months by themselves. • Completed! UB supervisor and UB Clerk II are both able to process utility billing. Still working on cross training for portions of the UB module.					

TACTICAL PLAN FOR

Department: Information Technology

Director: Judi Starkovich

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Long Term Capital Replacement Calendar	Identify all major IT equipment	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2026	June 2027
· Identify all major servers and other IT equipment with life span of 3 – 7 years · Develop CERF calendar for replacement with potential projected funding identified · Needed so all servers and other equipment will not be replaced in the same fiscal year					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Redundancy for all systems	Identify all major IT equipment and communication systems	IT Tech, Systems MD, and Staff Acct II	Employee Time	February 2026	June 2027
· Identify all major servers and other IT equipment and communications systems. · Develop plan if not already in place for redundancy in case of power outages or other emergency situations. · Needed so staff will be able to always continue the operations of village services					

TACTICAL PLAN FOR:
Department: Capital Projects/Purchasing
Director: Judi Starkovich
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Crosstrain Purchasing Agent and Capital Projects Specialist	Since the positions work in the same office, they should be able to back one another up.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	September 2026
- Each position must train the other in their duties. - Due to promotions - new people hired in these positions during FY2026, continuing the cross training with for both positions.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Additional Training for Procurement and Contracts	Since the Purchasing Agent and Capital Projects Specialist are new to the Village, additional training is needed. Suggested topics: procurement, contracts, wage decisions, and excel.	Purchasing Agent and Capital Projects Specialist	Employee Time	February 2025	June 2027
Look at NM Edge and other professional organizations for additional training opportunities.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Hire Capital Project Manager	Position oversees the Purchasing Agent, Capital Projects Specialist, and the Project Manager.	Finance Director	Employee Time	February 2025	June 2026
Review job description and fill out requisition in NeoGov.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Procurement	Online – e-procurement	Finance Director, Customer Service Manager	Employee Time	February 2025	June 2026
High volume of procurements, e-procurement would help facilitate repetitive processes. Research options available.					

EVENTS AND STRATEGIC PARTNERSHIPS



Boards and Commissions

- Lodger's Tax
- Chamber of Commerce
- Ruidoso Midtown Association

TACTICAL PLAN FOR:
Department: Events and Strategic Partnerships
Director: Eddie Ryan
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Community Events	Identify and prioritize events that foster positive community growth, promote a pro-growth environment, and generate significant economic impact through increased tourism, visitor spending, and Lodgers' Tax and General Receipts Tax (GRT) revenues.	Eddie Ryan	Full Time Event Coordinator Admin	January 2026	Ongoing
Description: When evaluating community events, the Village's objective is to assess their direct impact on increasing tourism and generating measurable economic benefits. This framework is designed to determine appropriate funding levels for event organizers while ensuring that Village investments attract visitors and produce positive returns through Lodgers' Tax and General Receipts Tax (GRT). A strategic focus on community events strengthens local engagement, enhances quality of life for residents, and supports economic growth. Insights gathered through evaluation and data analysis will guide both event organizers and the Village in making informed decisions, refining future programming, and aligning community events with broader tourism and economic development goals. Steps to Achieving This Goal: Define Evaluation Criteria Establish clear and consistent criteria for assessing community events, including attendance levels, visitor origin, participant feedback, and measurable economic impacts on General Receipts Tax (GRT) and Lodgers' Tax. Utilize Data Analytics Tools Leverage data analytics resources, such as the Economic Impact Calculator, to collect and analyze event data. This ensures funding decisions are informed, transparent, and aligned with measurable outcomes. Stakeholder Engagement Collaborate with event organizers, local businesses, nonprofits, and community members to understand needs, expectations, and opportunities for improvement, fostering a coordinated and strategic approach to event success.					

4. Strategic Funding Plan

Develop and implement a funding strategy aligned with Village goals, prioritizing community events that demonstrate the strongest potential to drive tourism and generate positive Lodgers' Tax and GRT impacts.

Progress to Date:

The Village successfully hosted a summer concert series along with several additional community events that achieved strong attendance, positive participant feedback, and meaningful community engagement. These events provided valuable data and insights to support future evaluation efforts and strengthen funding decisions moving forward.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Music Events	Attract and support musical groups that align with the Village's character, values, and visitor experience while driving tourism, community engagement, and measurable economic impact.	Eddie Ryan	Pollstar subscription Concert Production Supplies	January 2026	Ongoing
Description: The Village's objective in evaluating music events is to assess their direct impact on increasing tourism and generating measurable economic benefits. By identifying optimal funding levels for music event organizers, the Village seeks to strategically attract visitors while maximizing positive returns through Lodgers' Tax and General Receipts Tax (GRT). A deliberate and targeted focus on music events enhances the visitor experience, strengthens community engagement, supports local artists, and contributes to the long-term economic vitality and prosperity of the Village of Ruidoso. Steps to Achieving This Goal: Criteria Development Develop comprehensive and consistent criteria for evaluating music events, considering factors such as audience appeal, genre diversity, target demographics, historical performance, and tourism draw. Data Collection and Analysis Work with media partners to collect and analyze data related to music events, including attendance, visitor origin, audience demographics, length of stay, and estimated economic impact during and after each event.					

3. Funding Strategy

Create a funding strategy model based on each event's expected and demonstrated impact. Considerations will include event scale, production quality, marketing reach, and the event's ability to attract out-of-market visitors.

4. Community Engagement and Promotion

Implement initiatives that encourage collaboration among event organizers, local businesses, artists, and residents. Utilize coordinated marketing strategies to increase awareness and amplify events reach across digital, regional, and partner channels.

Progress to Date:

The Village successfully hosted a Municipal League concert featuring a variety of local and national talent. The event demonstrated strong community participation, supported local musicians, and provided valuable insights into audience engagement and operational planning for future music-focused events.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Film Events	Serve as the primary point of contact for film and media productions to attract, support, and manage filming activity in the Village of Ruidoso, while maximizing tourism exposure, community engagement, and economic impact through increased Lodgers' Tax and General Receipts Tax (GRT).	Eddie Ryan	FilmRuidoso.com website Location Pro Subscription Film Related Events Participation	January 2026	Ongoing

Description:

As Film Liaison, the Village's core mission is to evaluate and amplify the impact of film productions on tourism growth and overall economic activity within the community. By fostering strategic partnerships with film producers and studios, the Village seeks to ensure film projects generate measurable benefits through increased visitation, Lodgers' Tax, and General Receipts Tax (GRT).

A focused emphasis on film-related productions and events strengthens community engagement, supports the local film ecosystem, and positions Ruidoso as a competitive and film-friendly destination. This comprehensive approach includes evaluating economic impact, encouraging community participation, and leveraging film exposure for long-term, sustainable economic growth.

Steps to Achieving This Goal:

1. Evaluate Production Impact

Assess film productions and related events for their potential impact on tourism, visitor awareness, overnight stays, and local economic activity.

2. **Strategic Funding Allocation**
Develop a strategic funding framework for production offices and film-related support services, prioritizing projects with the greatest potential to drive tourism and economic return.
3. **Stakeholder Collaboration**
Establish and maintain strong working relationships with film producers, directors, actors, production companies, and studios. Provide guidance on local services, permitting, locations, and opportunities for community engagement.
4. **Film Ruidoso Website**
Maintain a dedicated website, FilmRuidoso.com, to showcase filming locations, streamline production inquiries, and continuously improve support resources for film productions and related events.

Progress to Date:

The Village successfully hosted several motion picture productions, with the majority focused on family-oriented and seasonal holiday content. These projects significantly elevated Ruidoso's visibility within the film industry and demonstrated the Village's capacity to support large-scale productions while generating meaningful tourism exposure and measurable economic impact for the community.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4 Outdoor Recreation Events	Attract and support outdoor recreation opportunities that align with the community's needs, values, and natural assets while driving tourism, enhancing quality of life, and generating measurable economic benefits.	Eddie Ryan	Ongoing	January 2026	Ongoing

Description:

The Village's strategic approach to outdoor recreation events centers on positioning outdoor recreation as a primary driver of tourism and sustainable economic growth. By leveraging Ruidoso's natural assets, trails, forests, and adventure opportunities, the Village evaluates events based on their ability to engage participants in authentic outdoor experiences while generating measurable economic benefits. Funding decisions are guided by each event's capacity to attract visitors, increase overnight stays, and positively impact Lodgers' Tax and General Receipts Tax (GRT). This approach ensures that Village investments maximize community return while promoting outdoor recreation as a cornerstone of local identity, resident engagement, and destination appeal.

By utilizing data-driven insights, the Village empowers both event organizers and internal stakeholders to make informed decisions that align with the region's natural appeal. This strategy includes assessing impacts on popular outdoor destinations, adventure tourism growth, and events that showcase the area's distinctive mountain charm, resulting in lasting benefits for residents, businesses, and visitors alike.

Steps to Achieving This Goal:

1. **Event Selection**
Prioritize outdoor recreation events that align with community assets, natural resources, and strategic tourism objectives, including trail-based, adventure, endurance, and nature-focused activities.
2. **Data-Driven Decision-Making**
Collect and analyze event data to guide funding decisions, focusing on attendance, visitor origin, length of stay, participant spending, and overall economic contribution to Lodgers' Tax and General Receipts Tax (GRT).
3. **Community & Stakeholder Engagement**
Collaborate with local stakeholders, outdoor organizations, land managers, businesses, and residents to strengthen participation, operational success, and shared economic benefits.
4. **Promotion & Marketing Alignment**
Work in coordination with The Agency to promote outdoor recreation events locally, regionally, and nationally, emphasizing Ruidoso's unique outdoor experiences, natural assets, and adventure tourism offerings.

Progress to Date:

The Village successfully secured and booked several premier outdoor recreation events, including the IRONMAN 70.3 Triathlon, and the XTERRA World Championships. These high-profile events significantly elevate Ruidoso's reputation as a world-class outdoor recreation destination, drive substantial overnight visitation, and generate strong Lodgers' Tax and General Receipts Tax (GRT) impacts. They also demonstrate the Village's capacity to host large-scale endurance events while showcasing the region's exceptional natural assets.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 5 Strategic Partnerships	Work collaboratively with local, state, and national entities to develop and strengthen strategic partnerships that advance the Village of Ruidoso's tourism, economic development, and community growth objectives.	Eddie Ryan	Ongoing	January 2026	Ongoing
Description: The Village's approach to events emphasizes the critical role of strategic partnerships in driving tourism growth and measurable economic impact. Events are evaluated not only on their ability to attract visitors, but also on their capacity to generate positive Lodgers' Tax and General Receipts Tax (GRT) outcomes through collaborative planning, shared resources, and aligned objectives.					

By prioritizing strategic partnerships, the Village seeks to determine the optimal level of funding for event organizers while ensuring public investment supports local engagement, operational efficiency, and sustainable economic growth. Data collected through these partnerships will guide future event planning and funding decisions, enabling both the Village and event organizers to continuously improve outcomes. Through collaboration, the Village aims to create a vibrant, cohesive, and impactful event strategy that maximizes community benefits and supports long-term tourism development.

Steps to Achieving This Goal:

1. Forge Strategic Partnerships
Identify, establish, and strengthen relationships with key partners across the community, tourism, nonprofit, and business sectors to support event development and execution.
2. Define Evaluation Criteria
Develop clear and consistent evaluation criteria in collaboration with partners, aligning expectations related to attendance, visitor origin, economic impact, and community benefit.
3. Implement Data-Driven Analysis
Establish a robust data collection and reporting framework to assess event performance, including tourism impact, Lodgers' Tax generation, and General Receipts Tax (GRT) contributions.
4. Strategic Funding Allocation
Determine funding levels based on data analysis and strategic alignment, prioritizing events that demonstrate strong partnership collaboration and measurable economic return.

Progress to Date:

The Village successfully partnered with local organizations to host several well-attended community events, including Aspenfest, Midtown Halloween, and the Christmas Parade. These collaborative efforts strengthened community relationships, enhanced visitor experiences, and demonstrated the value of partnership-driven events in generating economic and social benefits.

WINGFIELD HOUSE

Museum Manager and Curator
Stephanie Long

Museum Education Coordinator
Joely Trujillo

TACTICAL PLAN

Department: Wingfield Heritage House Museum

Director: Stephanie Long

Purpose: Develop goals for FY 2027 that align with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Collect the History of Ruidoso	Museum Manager/Curator	Staff time, offsite storage area	Ongoing	
Description: The Museum is charged with ensuring careful, sound, and responsible management of the collections entrusted to its care. Industry standards require museums to provide proper physical storage, management and care for the collections and associated documentation, as well as proper intellectual control. Collections should be held in trust for the public today and in the future and made accessible for the public's benefit. Strategies to achieve this goal include establishing a collection, establishing intellectual and physical control of collection, and developing museum core documents related to collections management. Steps needed to achieve this goal: - Continue to collect donations. - Identify space for offsite storage area due to repurposing of storage room in Horton building. Ensure environment is stable and area is secure. - Develop museum-specific disaster recovery procedures binder when storage area is in service.					

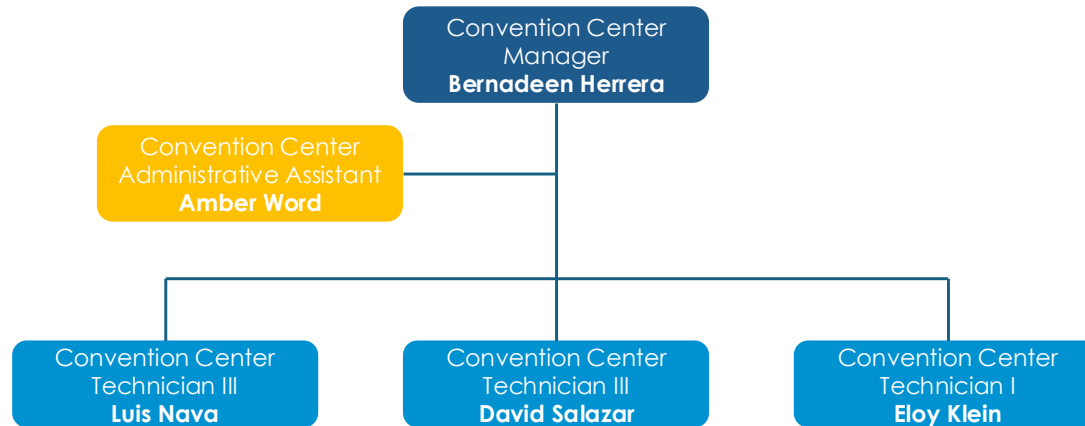
Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
-Ruidoso offers community services for all its residents and employees. - Ruidoso's residents and businesses are engaged and	Create a welcoming place for the community and museum visitors	Museum Manager/Curator	Staff time, language interpretation services, audio recording at KRUI	Ongoing	

active in community building efforts.					
Description: Visitor experience at the museum impacts the reputation of the museum and the success of future exhibits and programs. Many different factors contribute to the visitor experience at a museum: a visitor's ability to move easily around the site, the quality of the exhibits and activities at the museum, the museum's ability to accommodate their learning style, and amenities on the site, for example. Strategies to achieve this goal include implementing staffing at the museum, accommodating different learning styles and interest levels, and establishing easy access to the museum. Steps needed to achieve this goal: 1. Develop exhibit interpretation in additional languages 2. Develop audio interpretation in exhibits					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Educate visitors through outreach, media, and in-house education	Museum Manager/Curator	Staff time, education equipment and programming supplies, volunteer time	Ongoing	
Description: The heart of any museum is education, which may happen on-site, in outreach programs, or even virtually. With the current staffing levels, the museum needs to identify where educational efforts can have the most effect on visitors and community members. Strategies to achieve this goal include creating outreach activities, developing content in multiple media types to reach the community, and increasing on-site educational capacity by building an Education Center. Steps needed to achieve this goal: 1. Expand museum-based programming on KRUI 2. Develop educational posts for social media 3. Increase involvement with local schools and other partners					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Ruidoso's rich and varied history is recognized and shared.	Work toward making the museum more self-sustainable through fundraising	Museum Manager/Curator, Friends of the Museum	Staff time, education equipment and programming supplies, volunteer time	Ongoing	
Description: As a new department in the Village, museum budgetary needs are still evolving. Diverse funding sources will help the museum fund special projects and justify future budget allocations. Strategies to achieve this goal include developing outside funding resources and developing sources of revenue from museum operations. Steps needed to achieve this goal: 1. Identify opportunities to advance museum activities through grants. 2. Work with Friends of the Museum group to Identify possible programs and events that could be revenue generating.					

RUIDOSO CONVENTION CENTER



TACTICAL PLAN

Department: Convention Center

Director: Bernadeen Herrera

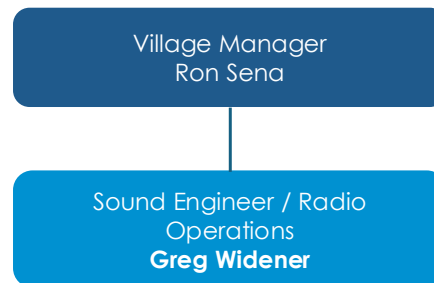
Purpose: Develop goals for FY 2027 aligning with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 1 Economic Development Goal	Continue to grow our customer base to reflect "A" groups such as government, associations and multi-day events	RCC Sales Department and RCC staff in coordination with MCM Elegante Staff	Increased coordination with MCM Elegante partners and the Manager of Events and Strategic Partnerships	January 2026	Ongoing
GOAL: To increase usage targeting multi-day groups that put heads in beds and add to the economic vitality Description: The convention center is a source of income for the Village as well as an economic driver for local businesses. When we attract "A" groups they tend to spend locally at hotels, restaurants, recreation and retail, therefore we will continue our sales effort to target these types of groups as described in our marketing plan. Progress: 1. Renewed contract with MCM Elegante marketing and sales for the convention center 2. Working with the Manager of Events & Strategic Partnerships in bringing new groups to the Convention center 3. Secured dates for Xterra's World Champion Awards Ceremony October 10 & 11, 2026 4. Secured dates for the Outdoor Economics Conference October 14-16, 2026 Steps needed to achieve this goal: 1. Staff will continue to support the Sales Manager, MCM Elegante leadership team, and Manager to attract "A" level groups 2. Staff will continue to work with Sales Manager to ensure that our repeat clients return year after year 3. Staff will work with the Manager of Events & Strategic Partnerships to bring in new "A" groups					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 2 Maintain Infrastructure	Maintain the Convention Center as a desirable location for Community, Associations & Regional Organizations to host meetings	RCC Manager Projects Manager	Lodger's Tax support & VOR budgeting	1/26	ongoing
Description: Evaluate Maintenance and inventory needed for improvements to ensure the Convention Center is a desirable and attractive destination for meeting planners and attendees Progress: 1. Stucco was repaired, painted and missing rock was replaced. Completed September 2025 2. Purchased 1400 banquet chairs Steps needed to achieve this goal: 1. Obtain quotes to replace carpet in rooms 1, 2 & 3 2. Obtain quotes to replace plumbing in men's & women's restrooms 3. Obtain quote to replace roll up doors & ramp at loading dock 4. Procure vendors for the above items					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3 Community Services	Re-surface & stripe the Convention Center parking lot	RCC Manager & MCM Elegante	VOR-budgeting, MCM Elegante The Links	1/26	2027
Description: Re-Surface and stripe parking lots for Convention center, MCM Elegante and The Links Golf course referred to as "Common Area" Steps needed to achieve this goal: ▪ We are working on additional quotes that can be agreed upon by MCM Elegante & Village of Ruidoso					

KRUI THE MOUNTAIN – 1490 AM/99.1 FM



TACTICAL PLAN FOR: Radio Station

Department: KRUI 1490

Director: Greg Widener

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #1 Economic Development	Disaster Preparedness & Transmitter Site Hardening	Greg Widener	Capital Improvement and Budget	January 2026	
Description: Steps needed to achieve this goal: 1. Harden network connectivity (Starlink + wired redundancy) 2. Generator with fuel on-site 3. Emergency studio at the transmitter site (with full production capabilities) 4. Written emergency broadcast procedures for both main studio and tower site 5. 4x4 vehicle on site for travel to transmitter site					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #2 Economic Development	Expand and Strengthen Local Programming	Greg Widener	Teamwork	January 2026	
Description: Steps needed to achieve this goal: 1. Add weekly or daily local news segments 2. Add a weekly local sports segment with scores and schedules for area schools 3. Look into an hourly national news service 4. Work with the Chamber of Commerce and The Midtown Association on highlighting local businesses (specifically on the Midtown Speaker System)					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #3 Economic Development	Increase Listenership	Greg Widener	Policies and training	January 2026	
Description: Steps needed to achieve this goal: 1. Refresh on-air imaging Increase appointment listening: Same features at the same times daily (local news, community calendar, weather) Cross-promote heavy - Every show promotes the next show 2. Expand digital content: a. Podcast versions of popular local shows b. Short-form audio clips for social media c. Special events (like Xterra coverage)					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #4 Economic Development	Xterra World Championships Promotion	Greg Widener and Eddie Ryan	Teamwork	January 2026	
Description: Steps needed to achieve this goal: 1. Dedicated Xterra talk show the week leading up to the Championship 2. Athlete Interviews (Local and Professional competitors) 3. On-Site reports and updates					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #5 Economic Development	Expand the station's advertising capabilities	Greg Widener	Minor Investment	January 2026	
Description: Steps needed to achieve this goal: 1. Research ways to increase radio sales (Salesperson – Independent or Outside Agency, work with the Convention Center on a Radio Advertising Package) - Research licensed AI voice vendors and pricing - Audio Hero - \$9.99/mth, 50 monthly downloads (with rollovers), Artlist - \$39.99/mth - billed annually includes basic AI with 1.5hrs a month. 2. Research royalty free music services for production purposes 3. Join the New Mexico Broadcasters Association – NMBA (Benefits include training, updates on FCC compliance and Industry resources) \$100 Annual Subscription. 4. CreativeReady - Spec Mate from \$115-\$195mth, script writing tools plus full AI production for 10-25spots. Script writing is unlimited.					

TACTICAL PLAN FOR: Team Tourism

Department: Tourism

Director: Kerry Gladden/The Agency

Purpose: Team Tourism will focus heavily on crafting the brand of Ruidoso to deliver a quality product that continues to grow and develop Ruidoso as a destination, as a place to live, and as a place to do business. We will focus on the recovery and resilience of Ruidoso and will work across all departments to ensure the brand quality and visitor experience are exceptional, and that we are delivering a product that keeps our tourists returning to our community year after year. In addition, we will also focus on delivering timely and pertinent information to the local community. We will work to maximize Lodgers' Tax funds to make informed marketing, advertising, event, and tourism-related marketing decisions.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Events Goal 1.1	Determine the direct impact of Lodgers' Tax/VOR funded events to our Lodgers' Tax collections through strategic analysis.	The Agency	Mobile Analytical Tool	January 2021	Ongoing
Description: When we are analyzing events, we want to determine the direct impact events have to the increase in volume of tourism within our community. We will utilize the mobilitytics tool and the Economic Impact Calculator to determine the level of funding we will award to event organizers. This will help us ensure that we are funding events that not only bring people to the community but also have a positive impact on Lodgers' Tax as well as GRT. Additionally, we will use the data to help event organizers and the Village make informed decisions for events as they pertain to the following areas: 1. Marketing and Advertising a. Audience segmentation b. Potential for growth 2. Event Date Optimization a. Identify key dates to maximize attendance. 3. Event Strategies and Implementation a. Identify better ways to implement the overall event to increase revenues for event organizers and to increase the number of "heads-in-beds" so the event benefits the community. Progress:					

In calendar year 2025, we continued to work with the Lodgers' Tax Committee to streamline the application process for funding events. In turn, the funding and reimbursement process has run smoothly. We continue to work to educate those applying for funds on the very specific things that Lodgers' Tax funds can be used for.

The mobilytics tool and the Economic Impact Calculator are still used to analyze all events, and we are looking at additional ways to track what is bringing visitors to town and putting "heads in beds". The information gleaned from these reports continues to allow the Village to make decisions about events based on concrete data analysis.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Assets and Attractions Goal 1.1.B (Coordinated Regional Approach)	To understand the assets and attractions that drive key segments of our tourism economy and to better understand how we can serve those assets and attractions.	The Agency	Analytical Tool; Parks & Rec Participation	January 2021	Ongoing
Description The Village has a number of key assets/attractions that are located within the Lincoln County. It is critical to our success to understand how those assets impact tourism to the Village and how those assets help to formulate the tourism economy with the community. The majority of these assets are managed by parties not directly associated with the Village, but their presence within our community has tremendous implications to the tourism economy. Understanding the key economic drivers in our community from an asset/attraction standpoint will help us to better understand how we can cross-collaborate to help the asset/attraction which drives continued economic growth. We are also able to craft our marketing strategy based on these attractions. Steps need to achieve this goal: 1. Identify the key assets/attractions. 2. Determine their overall value. 3. Determine ways the Village could provide useful information to the asset to increase the effects on the tourism economy and increase revenues for the asset/attraction. Progress:					

Team Tourism continues to engage in ongoing conversations with the assets/attractions, and we will continue to function as a central spoke to help champion the tourism and economic goals of the Village through partnerships with regional assets. We will continue to market and work with all our assets and attractions in this same way to ensure that people know about them and want to visit them and us.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Competitive Market Analysis Economic Development Goal 1	Utilize analytics to determine performance of our statewide competition and identify new potential audience growth.	The Agency	None	January 2021	Ongoing
Description Analyze strengths of our competitors across the state/region and use this data to determine new potential market segments. It is important to keep our eyes on our competitors as a metric to our economic performance. We can utilize data to determine emerging market segments and potential for new growth. Steps need to achieve this goal: 1. Monitor social channels of competitors. 2. Monitor competitor websites. 3. Monitor competitor email campaigns. 4. Maintain database of competitor ad campaigns. Progress: This ongoing exercise is critical in our efforts to continue to build the Ruidoso brand, especially after the fires and subsequent floods. We will continue to conduct competitive analysis that will help shape the messaging that is used across our advertising ecosystem.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Social Media Growth	Have a digital strategy in place to increase brand	The Agency	Available	January 2021	Ongoing

Goal 1 Action 1.2.D Economic Development	awareness of the Village of Ruidoso as a vacation destination.				
Description <u>Increase followers/fans on social by 10% across FB, IG, YouTube, TikTok</u> Last year, we saw an increase of 23% in followers on social media for the Tourism channels. We are looking to increase the number of followers we have by 10% in FY27. By growing our following across Facebook, Twitter, YouTube, and Instagram, we will increase the overall brand awareness of the Village. We will achieve this goal by: • Interacting with fans • Consistently posting on social • Running ad campaigns focused on fan growth Progress: We reached and surpassed our goal calendar year 2025 by reaching 270,000 followers across all channels which represented a 23% increase. <u>Increase engagement on social by 10%, with a total of 3,230,118 engagements across FB, IG, YouTube, TikTok</u> We want to continue to have an increase in engagement of 10% in calendar year 2026. We want to see our fans be advocates for the Village and will use engagement numbers as a benchmark. Steps needed to achieve this goal: 1. Sharing photos and videos that appeal to our audience 2. Interacting with fans 3. Staying on top of relevant news and social media trends Progress: At the end of calendar year 2025, we have had 2,936,471 engagements. This is a decrease of 9% from the prior 2025 calendar year. However, from calendar year 2024 to calendar year 2025 we saw an increase of 137% so that skewed this year's percentage. 3,210,651 <u>Increase traffic to DiscoverRuidoso.com from social media by 20%, with a total of 461,758+ visits.</u>					

In calendar year 2025, we saw an increase of 128% in visits from social media to the DiscoverRuidoso.com website. We want to continue to strive for an increase in engagement of 20% year-over-year. The goal is to drive leads to the website and have our fans move down the funnel of planning their next visit to Ruidoso.

Steps needed to achieve this goal:

1. Sharing photos and videos that appeal to our audience.
2. Updating the website with relevant content to share on social.
3. Staying on top of relevant SEO trends

Progress:

We had 879,350 visits to the website DiscoverRuidoso.com from our social media channels. Overall, that is an 128% increase which indicates that our efforts to drive traffic to DiscoverRuidoso.com are working.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
VOR Municipal Website Goal 2.1.A&B (Residents are well educated and informed)	Develop a digital strategy, a PR strategy, and a public information strategy to increase brand awareness of the Village of Ruidoso as a municipality and government entity that ensures timely distribution of information to residents and local/regional media.	The Agency	Available	January 2021	Ongoing

Establish VOR municipal website as the “go-to” destination for all VOR-related information.

We have worked diligently to establish the website as the “go-to” source for all Village of Ruidoso-related information. We have been successful in doing this as we have seen a consistent increase in our traffic year over year. We will continue to use the VOR Facebook page as a primary traffic source for the website.

Progress:

The VOR municipal website redesign was launched on October 1, 2024. The website is fully functional and running well for about 15 months. During this time, the audience has continued to grow. In calendar year 2025, the municipal website had 304,000 which is a 700% increase year-over-year. In addition, page views increased by 681% to 460,000. Managing the crisis communications for the June 2025 Monsoon Season and subsequent flood events and seeing the large percentage increases demonstrates that we are meeting and exceeding the goal of establishing the website as the “go-to” source for all VOR-related information.

Increase followers/fans on social by 10%, with a total of 70,000+ followers across FB

Last calendar year, we saw an increase of 8% in followers on social media. We are looking to increase the number of followers we have by 10%.

Progress:

We fell short of our goal by 2%. At the end of calendar year 2025, we have reached 63,800 followers on social media.

Maintain like/comments/shares/mentions on social with a goal of 10% growth in engagements.

Last calendar year, we saw an increase of 13% in engagement on social media for Village channels. Our goal in calendar year 2025 will be to increase engagement by 10% as driving engagement with our constituents is crucial to a two-way dialogue available in the digital sphere.

Progress:

At the end of calendar year 2025, our engagement was 2.3 million. This number is smaller than the calendar year 2024 however, which saw a 667% increase which was an anomaly.

Timely distribution of VOR-related information to residents and local/regional media in emergency situations

In calendar year 2025, we will continue to operate as the PIO for the Village of Ruidoso, the Ruidoso Fire Department, and the Ruidoso Police Department. We will provide on-scene support for all All-Call incidents in the VOR along with any non-All-Call incidents where our services are requested. When on scene, we will post to social media every 20-30 minutes with updates until we are dismissed from the scene. This establishes a consistent routine so that our audience knows what to expect during times of crisis.

Being timely in the distribution of our information is crucial to being a transparent administrative and governing body that has the trust of our constituents. We want to keep our community informed and up to date so we can tackle issues collectively.

Progress:

The Agency effectively distributed timely and accurate crisis communications during the flood events during Monsoon Season.

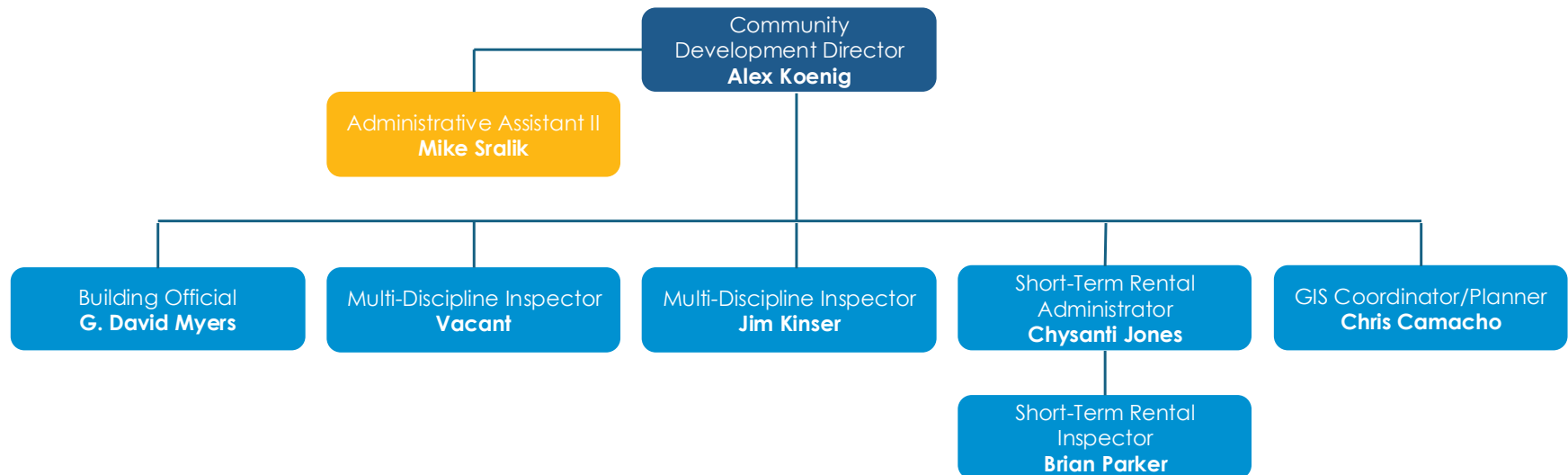
Monthly publication of the Ruidoso Insider Newsletter

In September of 2021, we began publication of the *Ruidoso Insider* newsletter. This project began as a way to communicate important Village information to residents.

Progress:

To date, there have been 54 issues printed and mailed to over 7,000 residents each month. The plan is to continue the newsletter on a monthly basis due to the overwhelming positive response from residents.

COMMUNITY DEVELOPMENT



Boards and Commissions

- Planning and Zoning Commission
- Workforce Housing Advisory Board
- Upper Sudderth Revitalization Committee

TACTICAL PLAN FOR:
Department: Community Development
Director: Alex Koenig
Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Action 1.1.A. Hire an economic development staff person or initiate an organization to collaborate among existing economic development organizations, private entities, and local government to implement the economic development strategy	- Objective 3.2 – Strengthen and observe development ordinances and standards to effectively plan and manage land use. - Objective 3.3 – Create a functioning Economic Development Committee that identifies signature projects to enhance economic vitality. - Objective 3.4 – Develop a comprehensive economic development strategy and funding model that identifies the highest and best use of land	Community Development Staff	\$500,000/ Phase 1	September 1, 2022	ONGOING
Description: Implement Metropolitan Redevelopment Area tools. The purpose of the Metropolitan Redevelopment Plan (MRA Plan) is to promote economic development in the Midtown district and the adjacent commercial districts that are the gateways into Midtown. The purpose of the New Mexico Metropolitan Redevelopment Code is to provide opportunities for rehabilitation or redevelopment of designated areas by private enterprises. Commercial areas that are underperforming can benefit from the public investments that are enabled by the Metropolitan Redevelopment Code. Tools available are as follows:					

MRA TOOLS	COMPLEMENTARY TOOLS
P3s	LEDA Ordinances & Plans
Tax Increment Financing Districts	Zoning Code Changes
Loans & Grants	Inventories and Benchmarking
Direct Contribution of City Assets	Vacant Building Ordinance
MRA Board/Commission	Business Improvement Districts
MRA Fund	IRBs

Update:

1. The Upper Sudderth Committee was created to focus on the revitalization of 0.25 miles within the Metropolitan Redevelopment Area.
2. A robust public involvement effort was conducted by Stantec to present concepts for reconfiguration of the portion of Sudderth Drive from the intersection with Mechem Drive to the roundabout.
3. A preferred alternative will be identified and construction plans completed in conformance with the Economic Development Administration (EDA) grant awarded to the Village.
4. Consider pursuing funding for construction to implement the preferred alternative.

Goals for 2026:

1. Seek funding for projects.
2. Focus on developing and revitalizing properties throughout the two MRA districts.
3. Work on identifying and strengthening public-private partnerships.
4. Successfully complete the EDA grant for Upper Sudderth.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Policy 2.1 Ensure zoning allows for more housing options Housing. Goal 1. A variety of housing types and prices is available to meet the housing needs of Village residents. Continue to	Objective 6.5 – Develop Affordable housing to recruit and keep employees	Community Development/ Village Manager	Land/ Private Partners/ Grant funding	January 2020	ONGOING

prioritize the acquisition of additional property appropriate for affordable and workforce housing.					
Description: 1. Continue to pursue options to develop affordable housing for the year-round workforce. 2. Search for different funding opportunities to provide housing for the underserved market of moderate-income levels. 3. Work with private developers to find housing solutions. Continue to meet the following goals set in the Affordable Housing Plan: 1. Policy and Regulatory Changes a. Adoption of an Affordable Housing Plan and Ordinance b. Consistence with existing plans c. Modifications to existing ordinances. d. Code enforcement e. Streamlined processes f. Reduced fees or fee waivers for affordable housing 2. Development Partnerships a. Partnerships with other governmental and private entities b. Development partnerships c. Establish a land trust d. Look for opportunities to acquire lots that are affordably priced or can be acquired through foreclosure, tax liens or other similar means. e. Infrastructure assistance 3. Assistance to non-profit housing providers a. Facilitate public education b. Facilitate landlord education c. Rehabilitation or replacement of existing structures d. Incentives for providers to operate in Lincoln County 4. Funding/Financing a. Partner with local mortgage lenders b. Homebuyer assistance c. Low-interest loans					

- d. Broaden financing through USDA, MFA, and other programs for low to moderate-income homebuyers and owners.

UPDATE:

1. Development is nearing completion at 603 Mechem Drive to add 10 units of workforce housing for families in two- and three-bedroom homes.
2. Land Use Ordinances have been modified to allow for more flexibility in multi-family housing options where in-fill is appropriate.
3. Continued public education and outreach to provide information regarding workforce housing.
4. Encourage rehabilitation and replacement of existing dilapidated and vacant structures that are vacant through community engagement efforts.
5. Construction began on Elk Meadows on Mechem Drive with 72 apartment units with anticipated occupancy in late 2026 or early 2027.
6. Progress towards this goal will continue as 72 units is not enough to sustain our local workforce
7. Adjoining property has been acquired by another public-private partnership to provide additional units with potential for a new product type.
8. Outreach to developers and investors will be focused on in the upcoming fiscal year.

Goals for 2026:

1. Finish strategic planning with the Workforce Housing Board
2. Work on creating public-private partnerships and creating an incentive plan for workforce housing development.
3. Identify additional suitable properties for workforce housing.
4. Conduct more community outreach to increase awareness and support of workforce housing in the Village.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3. Ruidoso's governance is transparent, and regulations are easy to understand.	Policy 3.2. Prioritize clear, coordinated department policies and procedures. Action 3.2.A. Continue to hold regular meetings with all department leadership to maintain open communication, improved efficiencies, and fewer redundancies.	Community Development Director	\$35,000	January 2023	Ongoing
Goals for 2026:					
1. Implement MyGov online permitting system with go live in April 2. Review permitting process to be more efficient and accountable.					

3. Review and update permit fees.
4. Continuously review and update website with current information.
5. Utilize meeting space in Village Hall to better serve customers.
6. Support efforts to rebuild homes and community after the recent disasters.
7. Continue efforts to provide excellent customer service exceeding expectations.

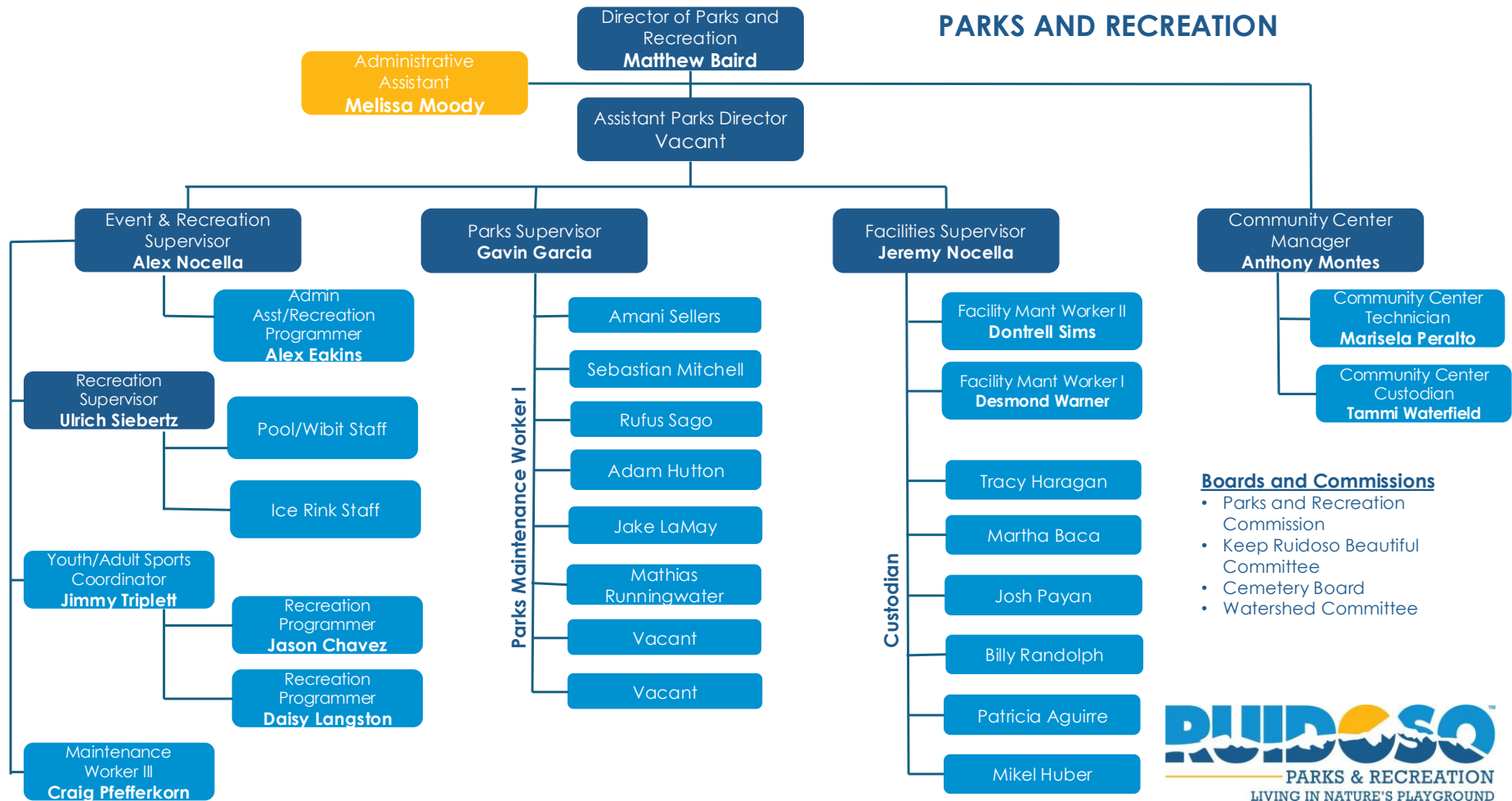
Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 4	Update the Village Comprehensive Plan	Community Development Director	\$360,000	February 2025	August 2026
Description: Complete an Update to the Village Comprehensive Plan The Comprehensive Plan was last updated in 2019. It is typical to review and amend a comprehensive plan every five years to ensure the vision and goals align with current Village policies and development trends and to account for progress made in implementing the plan. Goals for 2026: 1. Work with planning consultant Able City to engage community in plan development process. 2. Complete consensus draft for Council adoption early to mid-2026. 3. Identify priorities for implementation.					

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 5	Implement Short-Term Rental (STR) software program	Community Development Director	\$600,000	May 2025	Ongoing
Description: The Rentalscape platform was partially implemented in April 2025. The software will enable the Village to provide information to the public regarding STRs in the Village and accountability for nuisance and public safety issues at all STR properties. This effort is intended to balance neighborhood quality of life for full-time and seasonal residents and provide an outstanding and safe visitor experience for short-term rental lodgers. Goals for 2026: 1. Have all components of the platform operational by April 1, 2026.					

2. Develop and implement STR owner/operator training program.
3. Review and update required in-unit postings and information.
4. Coordinate with Fire and Police Departments to formalize STR complaint response, investigation, and reporting.
5. Implement STR management companies' quarterly roundtable.
6. Establish internal STR working group to identify community impacts of STRs and resources to address critical needs.

Goal	Tactical Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 6 Review and Revise Code Enforcement Processes and Resources	Policy 5.2. Prevent property from extended periods of vacancy or neglect.	Community Development, and Village Attorney	\$300,000	January 2026	ONGOING
Update: Code Enforcement position transferred to Community Development depart February 1, 2026. Goals for 2026: 1. Workshop with Village Council to identify code enforcement priorities. 2. Review ordinances, process and resources. 3. Remove priority damaged and destroyed properties from flood hazard zones before 2026 monsoon season.					

PARKS AND RECREATION



TACTICAL PLAN FOR: Parks and Recreation

Department: Parks and Recreation

Director: Matthew Baird

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: “Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors.”	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Parks and Recreation Director and Assistant Director	\$500,000 covered by the Trails Plus grant.	January 2025	December 2026
Description: Complete improvements and rehabilitation to Two Rivers Park include replacing the washed-out bridge, pavilion, and benches/picnic tables. We are also going to add an additional pavilion. Steps needed to achieve this goal: 1. Develop a design to update the park. 2. Present to the Parks and Rec Commission. 3. Present to the Governing Body. 4. Work with vendors to order equipment. 5. Schedule installation of selected equipment. 6. Ensure Completion.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: "Quality parks and recreation opportunities are available for Ruidoso residents and visitors."	ACTION 1.1.I. Identify and seek grants that are available from the State's Outdoor Equity Fund from the New Mexico Office of Outdoor Recreation.	Parks and Recreation Director	Matching Funds based on grant opportunities	January 2026	Ongoing
Description: Research and apply for grants that pertain to parks and recreation. Steps needed to achieve this goal: 1. Register to receive notice of funding opportunities through various organizations at the State and Federal Level. 2. Ensure projects and events are prioritized. 3. Take vetted projects and apply for grants. 4. Ensure match dollars are available if funded.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 1: "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Parks and Recreation Director and Assistant Director	\$2,500,000 funded by the Quality-of-Life grant.	January 2026	June 2026
Description: Complete improvements to Eagle Creek Sports Complex Steps needed to achieve this goal: 1. Work with vendors to order equipment. 2. Schedule installation of selected equipment. 3. Ensure Completion.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal 3. Ruidoso's governance is transparent and regulations are easy to understand.	Policy 3.2. Prioritize clear, coordinated department policies and procedures.	Parks and Recreation Director and Recreation Staff	Staff Time	January 2026	December 2026
Description: Update current youth and adult sports policies and procedures Steps needed to achieve this goal: 1. Review current policies 2. Rewrite current policies to better fit with our regular operations. 3. Add new needed policies to better define our operations. 4. Present updated policies to the Parks and Recreation Commission. 5. Present updated policies to Village Council.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
PARKS AND RECREATION GOAL 4: "Quality Parks and Recreation opportunities are available for Ruidoso residents and visitors."	Action 1.1.P. Improve/Update recreation infrastructure in all existing parks to better serve the needs of users.	Facilities Supervisor	\$50,000	January 2026	December 2026
Description: Renovate the outdated existing park bathrooms. Steps needed to achieve this goal: 1. Evaluate all current Village-owned park bathrooms. 2. Create a plan for the bathrooms that need to be renovated. 3. Acquire materials needed for renovations. 4. Complete renovation work.					

TACTICAL PLAN

Department: Ruidoso Community Center

Director: Matthew Baird

Purpose: Develop goals for FY 2027 that align with VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
GOAL #1 Hazard Mitigation Ruidoso is well-prepared for emergencies	Ruidoso is well-prepared for emergencies VOR Emergency Management Training	Community Center Manager	Employees, Training Overtime Budget for employees.	January 2026	Ongoing
Description: 2026 Emergency Management Tactical Plan Steps needed to achieve this goal: • Training through the Village of Ruidoso Emergency Management will resume in 2026 when training is scheduled. • Ruidoso Community Center staff will continue to read through the shelter fundamentals handbook to keep educated in case of a disaster continuously while anticipating further training through VOR Emergency Management in 2026. • Ongoing efforts with Emergency Operations staff to be aware when situations arise and have staff on board to assist. • The goal is for Community Center staff to be properly trained by December 2026 as training sessions are permitted and scheduled. ○ For a shelter to be equipped with the necessary items to properly handle all situations in a disaster the shelter would need showers and generators in case of power failure. ○ The Village of Ruidoso has been making plans to have mobile showers available for any situation that arrives, and staff will be in touch with emergency management to put together ideas on mobile showers. ○ Discussion regarding installation of a generator for the Ruidoso Community Center has been postponed and should be initiated as soon as possible in case of an emergency. ○ Continuous flooding after the fires in 2023 has caused a need for temporary shelters for evacuees so staff will need to remain on call during high readiness times to help with all items associated with sheltering.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #2 Ruidoso offers community services for	Building Improvements	Community Center Manager	Capital Outlay and Village of Ruidoso Funding	January 2026	Ongoing

all its residents and employees	Addition to the Community Center, Parking Lot Renovation and Addition.				
Description: Community Center Building and Parking Addition Policy 1.1- Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need. Action 1.1.C- Meet the community's recreation demand with more facilities. Steps needed to achieve this goal: Community Center Staff will seek funding to renovate and add additional parking to the current parking lot that exists. Staff will attend training on the new Capital Outlay application process that will exist starting in 2026. The plan is to create more parking spaces for the public that utilizes the center. The center shares a parking lot with the Village of Ruidoso Parks & Recreation Department for playground and the public swimming pool, so the idea is to add additional parking to northeast side of the building for its own patrons. Staff finalized and submitted the application for the parking lot project in April 2026. The addition project was awarded 2.1 million dollars in funding in 2025, and the project should begin in 2026. The concept is to add additional meeting space, restrooms, and commercial kitchen space to the center to allow for more classes, sessions, and cooking areas to properly serve the locals and tourists that frequent the area. Staff will need to start the procurement process to begin the addition project in 2026.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
GOAL #3 Ruidoso offers community services for all its residents and employees	New and continued programming. Continue to introduce new programming for active Seniors Citizens in the area.	Community Center Manager	Staff, volunteers, and funding	January 2026	December 2026
Description: POLICY 1.1. Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need. ACTION 1.1.D. Meet the needs of seniors in the community center with appropriate programing. Ruidoso has a high number of retirees and elderly people that want to remain active, and the Community Center is a place that they can utilize for this purpose. The Community Center has many activities that allow Senior Citizens to remain active and independent. The center is a hub for free exercise programs, lunches, breakfasts, games, art classes, tax aid, hearing services, computer assistance, or just a place to relax to get away from home. The Community Center is in constant contact with organizations to add programming that will fit in the schedule for Senior Citizens to benefit from. This item relates to community services goals which identifies meeting the needs of seniors. The Community needs a hub where seniors can go to remain independent and have the options of living a healthy life. The funding for these programs comes from the attendees as they donate to the center which is placed back into programming.					

Steps needed to achieve this goal:

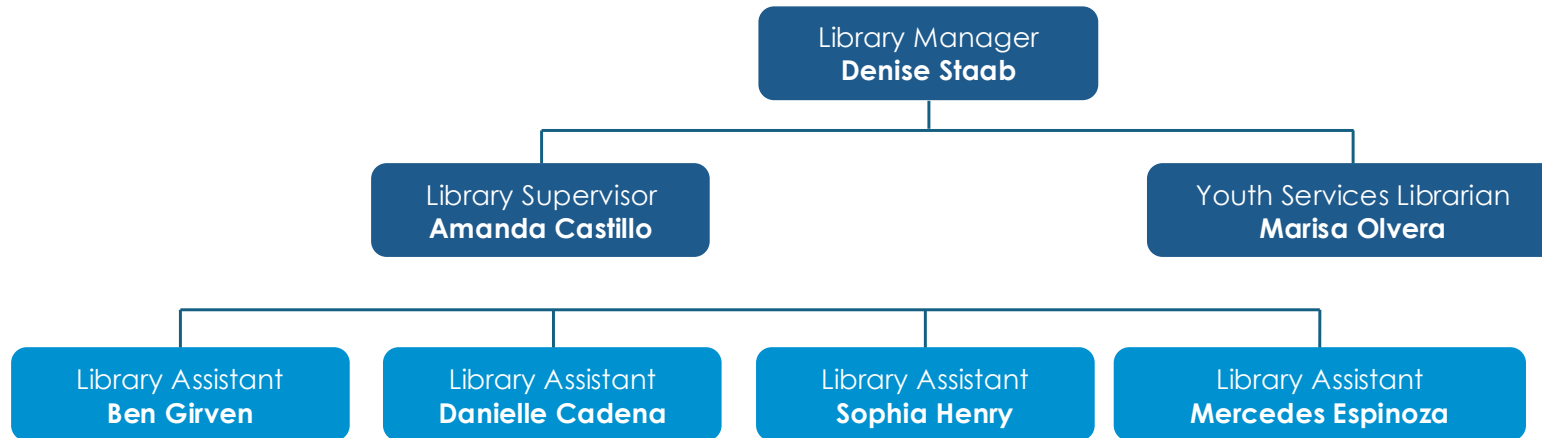
- The Community Center Manager will continue be responsible for the outreach to advertise and introduce programming.
- Programming within the Community Center has been rising significantly due to the programming, equipment, and meals Community Center staff provide to the public.
- Staff will continue to seek funding to expand the center which will allow for more meeting space for classes that are of interest to the community. Meanwhile, staff will continue to fill in the small number of gaps in its schedule to further house more classes and sessions for the public.
- Community Center staff plan to continue implementing outreach to gather information on the needs and interest of classes and to further fill its schedule of events while still providing a safe environment for the public.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal #4 Ruidoso offers community services for all its residents and employees	Nutrition Programs Lunches and Breakfasts Provided Weekly	Community Center Manager	Village of Ruidoso Funding and Donations from the Public	January 2025	Ongoing
Description: Policy 1.1- Provide convenient community services to serve all of Ruidoso's residents and employees, especially those most in need. Action 1.1.D- Meet the needs of seniors in the community center with appropriate programming. Progress: The Community Center has been able to continuously provide lunches, breakfasts, and daily snacks to the public. The Community Center has been providing weekly lunches and breakfasts at a low fee to help feed low-income individuals as much as possible. Statistics show that New Mexico is one of the highest states that are impacted with food insecurity. Most of our area seniors and working families are on a fixed income that will hardly pay for their living expenses so the need for extra food in the community is at an all-time high. Staff was funded for an addition to the Community Center from the New Mexico Aging & Long-Term Services Capital Outlay Department for an addition to the center which will add more kitchen and storage space for the center to provide more weekly meals to the center. Steps needed to achieve this goal:					

- The Community Center staff plans to continue to provide as many meals as possible for those in the public that face hunger issues and to those that want to come out and socialize with the public. Staff plan to implement more meals and snacks throughout the week in 2026.
- The Community Center will continue to acquire donations from local grocery stores to help fund the lunches and breakfasts. Donations help the center supplement the cost of the low to no cost meals and snacks provided to the public.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Goal # 5 Volunteerism	Implement a volunteer steady center to host activities	Community Center Manager	Staff, Volunteers, and Funding	January 2026	Ongoing
Description: Policy 4.1- Promote environmental volunteerism and stewardship to all Ruidoso community members. Action 4.1B- Create a clearing house where all stewardship and volunteer opportunities are distributed so Ruidoso's residents, employees, business owners, and visitors can easily become involved. Volunteers are needed to run programs in the center which account for 40% of its activities. To host a community center that houses numerous activities there must be assistance and skills for each program. The goal is to bring volunteers in with specific skills to host a class. There are ongoing classes in the center but there are small gaps in time that could be filled with small activities. Volunteers also help clean up areas as they utilize them, so this helps with our custodial responsibilities in the center. The local Retired and Senior Volunteer Program was relinquished but there still needs to be a hub to give out volunteer opportunity information for locals and short-term visitors that want to volunteer time. Steps needed to achieve this goal: • Volunteers are needed for programming so staff will need to seek out volunteers with new ideas for programming within the Community Center. • The center will need funds for a recognition luncheon where low-cost gifts would be given to center volunteers. • Volunteer shirts would be necessary as a token for volunteering and to represent the center and its programs. • Staff would be needed to distribute volunteer opportunities outside of the center. • Staff would have to maintain adequate records of outside volunteer opportunities to pass along to prospective volunteers.					

RUIDOSO PUBLIC LIBRARY



Boards and Commissions

- Library Board

TACTICAL PLAN

Department: Library

Director: Denise Staab

Purpose: Develop goals for FY 2027 that align with the VOR Comprehensive Plan

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain, and build library programming for a diverse population.	Community Services Goal 1: Ruidoso offers community services for all its residents and employees. Policy 1.1: Provide convenient community services to serve all of Ruidoso's residents and employees.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from Friends of the Ruidoso Library, staff collaborative partners.	January 2025	Ongoing
Description: The library will enhance current programming through outreach and create new programming to help ensure the diverse population of Ruidoso has their varied educational and quality of life needs met. Steps needed to achieve this goal: - The Library Manager and Youth Service Librarian will add at least 4 STEAM programs a year for youth in the community. Progress - FY 2025-26 Programs: - Various art programs conducted during Summer Reading. - Pendulum Painting in collaboration with Mr. and Mrs. Raybourn from Ruidoso Middle School. - Art from and Artist's Point of View in collaboration with artist Deborah Wenzel. 3D printing demonstration. - Halloween Escape Room. - The Library Manager and Supervisor will ensure that at least 6 programs a year are conducted for adults. Progress – FY 2025-26 Programs: - Guest Author Judith Fein – Slow Travel New Mexico - Time Turner Book Club in collaboration with Wingfield Heritage House Museum - Adult Summer Reading Program					

- d. Quilting Demonstration in Collaboration with Ruidosew.
- e. Pottery Demonstration with Ceramic Artist Alan Miner.
- f. Summer Music Series – Jennings and Keller, MacKenzie, Piper Adamian, Cactus Sol, MoneyRakers.

- 3. The Library Manager, Supervisor, and Youth Services Librarian will conduct at least 4 family friendly programs for the Ruidoso Community a year.

Progress – FY 2025-26 Programs:

- a. DIA Celebration
- b. Back to School Bash
- c. Aspenfest

- 4. The Library Manager and staff will ensure that at least 4 passive programs a year are created for Adults and Youth.

Progress for FY 2025-26 Adult:

- a. Crossword Puzzles
- b. Word finds
- c. Yoga Challenge
- d. 2 sentence horror story
- e. Decoding messages

Progress for FY 2025-26 Youth:

- a. Scavenger Hunt
- b. Monster Hunt
- c. Pattern Puzzle
- d. Draw by Numbers

- 5. The Library Manager and Supervisor will ensure that staff are trained in various types of library programming.

Progress for FY 2025-26:

- a. 3 Library Assistants have been rotated through Youth Services and executed a children's program and assistant with weekly and monthly programming in Youth Services as well as summer reading. Our newest library assistant will rotate to Youth Services and learn to assist and execute a children's program.
- b. All library assistants have assisted with adult programs.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain, and build upon community engagement for the library.	Community Service Goal 1 – Ruidoso offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso's residents and employees.	Library Manager	Friends of the Ruidoso Public Library funds for Programming, Outreach Van, Staff	January 2025	Ongoing
Description: The Library will enhance, sustain, and build upon community engagement to better serve our community through onsite and offsite programming and through consistent marketing. Steps needed to achieve this goal: 1. The Library will participate in at least 3 community engagements for the library. 2. The Library will conduct at least 2 offsite programs per year. Progress FY 2025 - 26: All community engagements have elements designed for specific age groups but encourage all members to participate by engaging with staff members and learning more about library services. a. Conducted a DIA de los Ninos, DIA de los Libros Day Celebration in May 2025 at the Convention Center. b. At the invitation of Region 9, we participated in a Back-to-School bash. c. At the invitation of the Chamber of Commerce, we participated in the Aspen Fest Event. d. Collaborated with Ft. Stanton to do their Bunny Hop and Trick or Treat Trail. e. Collaborated with Parks and Recreation to participate in their Easter Egg Hunt. f. Collaborated with the area Churches for Light Up the Night trick or treat in the Convention Center Parking lot. g. Participated in the Ruidoso Valley Greeters Christmas Jubilee. 3. The Library will market programs and services using varied marketing strategies according to our Marketing Plan 2024. Progress FY 2025 - 26: a. The Library Manager meets twice a month with The Agency to go over ongoing and future marketing. b. The Library Manager and The Agency are working on marketing campaigns to include rolling out the van for the community and letting them know what will be done with the van. We are also working on a campaign for a library bear mascot. Part of the campaign is to have the patrons name the bear. c. The Library Manager and The Agency are working together to roll out some branding templates for promoting programs but allowing space for the uniqueness of the library. There will also be branded templates for promoting library resources and special resources during Fire Season and Monsoon Season. d. The Agency is now providing analytics to the library to help us better understand our patrons and community.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library technology, software and infrastructure	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from regular Budget, State Grants in Aid (SGIA) and GO Bonds.	January 2025	Ongoing
Description: A Technology Plan to have a resource that provides guidelines on replacement of Staff and Public Computers as well as input from the IT Department concerning replacement of hardware and software. Steps needed to achieve this goal: 1. A Technology Plan to have a resource that provides guidelines on replacement of Staff and Public Computers as well as input from the IT Department concerning replacement of hardware and software. Progress FY 2025-26: a. The Library Manager is currently working on writing this Technology Plan to be reviewed by the Library Advisory Board. b. Once the Technology Plan is completed and approved the Library Manager will look into funding for replacement of staff and public computers. 2. The Library Manager, Supervisor and Youth Services Librarian will do a yearly review of databases and other software associated with services. Progress FY 2025-26: a. Replaced the “in library use only” Ancestry Genealogy Database with the Heritage Quest Database used online in the library or from home. This will give patrons easier access to a genealogy database. We also became a Family Search Affiliate which allows patrons to search thousands of their genealogy databases and records inside the library. This is a free service to affiliate libraries. b. We added the database Get Set Up through the State Library that offers brief online learning to seniors on varied subjects. c. All other databases will continue to be offered for the convenience of our patrons to pursue educational and leisurely learning 3. The Library Manager and Supervisor will ensure that library staff are trained in various types of tech equipment and software a. All training requirements for new or updated software and equipment is scheduled through the Library Supervisor. b. Library Supervisor works with the Library Manager to conduct training when necessary and to update or develop SOPs accordingly.					

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library facilities and spaces.	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees. Policy 1-1-G Expand and update the public library to provide more space that is modern, functional, and flexible for programs, meetings, and resources for community members of all ages. Landscape and improve the library's outdoor space to support programs and events requested by the community and to create revenue-generating spaces for the library.	Library Manager, Library Supervisor, Youth Services Librarian	Funding from regular Budget, State Grants in Aid (SGIA) and GO Bonds.	January 2025	Ongoing
Description: The Library will enhance, sustain, and create library facilities and space to best serve the community. Steps needed to achieve this goal: 1. The Library Manager and Supervisor will create a maintenance plan and work with Parks Maintenance Staff to ensure our facility is maintained. 2. The Library Manager and Supervisor will work with Capital Projects Manager to update facilities and ensure greater ease of access to all patrons. Progress FY 2025-26 a. The Library Supervisor and Manager have been keeping records on when things are repaired in the library and the Library Manager, based on these repairs, past repairs and installation of new items, is developing a maintenance plan to ensure all items are kept in good working condition.					

- b. The Library Manager worked with the Capital Projects Manager to purchase and install automatic doors on one side of the front entrance of the Library. These doors have given better access to all patrons to include those with strollers, walkers, wheelchairs and those who have difficulty opening heavier doors. This installation was completed in May of 2025. This was paid for with Building Maintenance fund.
- c. In May of 2025 old material security gates were removed and a new set of gates was installed. The new gate was placed upstairs and moved closer to the front door to ensure all patrons coming and going would have to go through the gate and be counted. The gate is an upgrade with reports retrieved online and reports that can break down traffic to the minute of the day. The removal of two sets of gates and the installation of one gate now saves money through maintenance contract and future repairs. This was paid for with Building Maintenance fund.
- d. The Library Manager is working with Parks Maintenance and a plumber to install the newly purchased water fountains upstairs and downstairs. This is being paid for with GO Bond funds.
- e. The Library Manager is working with Village IT to install the video screens and mobile carts that have been purchased. We are ill waiting for all items to be delivered. This is being paid for with GO Bond Funds.
- f. The Library Manager is working with Village IT to upgrade technology in Children's Classroom with a video screen to be used for presentations and screening of movies. This is being paid for with GO Bond Funds.
- g. The Library Manager has received new chairs for our conference room. They have been put together and are now in the conference room. This is being paid for with GO Bond funds.
- h. The Library Manager is working with Purchasing Agent/Customer Service Manager to dispose of old chairs.
- i. The Library Manager will order new furniture for the teen lounge/computer area. GO Bond Funds have already been approved for this project.
- j. The Library Manager will order new chairs for the public computer area. Waiting to get approval for use of GO Bond Funds.
- k. The Library Manager is working to get quotes on replacement of upstairs carpeting. Once quotes are received Library Manager will determine if funds will be sought for upgrade and installation.

3. The Library Manager and Supervisor will ensure that security equipment is updated/replaced as needed.

Progress FY 2025-26

Andrew with IT has obtained a quote from Mountain Alarm Systems to upgrade the security cameras to link to the Library Manager's phone. The Library Manager is working with IT and Mountain Alarm Systems to get his upgrade done.

4. The Library Manager will seek ways to create more space for library programming and materials.

Progress 2025-26

A cargo transit van was purchased by the library in March of 2025. It has been used for all programming done outside the library to include Dia de los Libros Dia de los Ninos, the Bunny Hop at Ft Stanton, the Parks and Rec Easter Egg Roll, PIECE Coalition Back to School Bash, AspenFest, Ft Stanton Trick or Treat, and the Ministerial Alliance Light Up the Night. In December 2025 we got a 3/4 wrap on the van completed with a roll out campaign to begin in January 2026. The Library Manager is working with Senior Centers and Libraries to complete necessary agreements and schedules to begin using the van to deliver and pick up books. We hope to have it all finalized by March 2026.

Goal	Strategic Plan Item	Responsible Party	Resources Needed	Start Date	End Date
Enhance, sustain and build upon library technology, software and infrastructure	Community Services Goal 1: Ruidoso Offers community services for all its residents and employees. Policy 1-1: Provide convenient community services to serve all of Ruidoso residents and employees.	Library Manager, Library Supervisor	Friends of the Library Volunteers and funding, collaborative partners and library staff.	January 2025	Ongoing
Description: The Library will create new, diverse and consistent reliable funding for the library. Steps needed to achieve this goal: 1. The Library Manager and Supervisor will partner with the Friends of the Ruidoso Public Library to ensure that at least two fund raising events are conducted each year. Progress 2025-26: Fundraising is to be discussed at our January 2026 meeting. 2. The Library Manager will partner with The Friends of the Library Board to ensure consistent coverage of the Friends Book Shoppe. Progress 2025-26: Working with Friends Book Shoppe Manager on promotional info for book shoppe and covering from the circulation desk during hours that the Book Shoppe is closed. 3. The Library Manager and Supervisor will seek partners to help with fund-raising activities. Progress 2025-26: There has been discussion about partnering with various businesses around Ruidoso and contact will be made once we decide the types of fund-raising activities we plan to do for the year. Our only fund raiser at this point is the Support a Child fundraiser for our Summer Reading Program.					

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 6.

To:

Presenter(s): Christy Coker, Customer Service Manager

Meeting Date: March 3, 2026

Re: Discussion on Adoption of Resolution 2026-11, a Resolution Authorizing Disposal of Surplus Property.

Item Summary:

Discussion on Adoption of Resolution 2026-11, a Resolution Authorizing Disposal of Surplus Property.

Financial Impact:

Monies received from the auction are deposited into the Capital Equipment Replacement Fund, under the respective department accounts.

Item Discussion:

Village Departments have consolidated their item listings and have provided estimated values. Village staff is requesting to dispose these items through a public auction. Upon approval of Council, the Purchasing Department will continue to follow the mandatory process to obtain the Department of Finance and Administration (DFA) Local Government Division approval and then forward to the Office of the State Auditor. Staff has set up an account with Public Surplus, an online auction site.

Recommendations:

To Discuss Adoption on Resolution 2026-11 for Disposal of Surplus Property.

ATTACHMENTS:

[Resolution_2026-11.pdf](#)

[Copy of Department Listing Fixed Asset Disposal 5.19.25.pdf](#)

VILLAGE OF RUIDOSO

RESOLUTION 2026-11

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Section 13-6-1 NMSA 1978 requires the ratification and approval of the Governing Body in and for the Village of Ruidoso, State of New Mexico of any sale, trade, or lease of real property belonging to the Village of Ruidoso; and

WHEREAS, the Village of Ruidoso desires to recycle certain personal property identified in Exhibit A, attached; and

WHEREAS, Exhibit A details each item of personal property by department or office, year of purchase, description of fixed asset, location of fixed asset, and/or estimated value; and

WHEREAS, the Governing Body of the Village of Ruidoso hereby determines that each item of personal property on Exhibit A is worn-out, unusable, or obsolete to the extent that the item is no longer economically safe for continued use by the Village and each item on Exhibit A has an estimated current resale value of thirty thousand (\$30,000) or less.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Village of Ruidoso, State of New Mexico hereby declares surplus of the property listed on Exhibit A to be authorized to dispose of said surplus property by exchange or sale pursuant to section 13-6-1 NMSA 1978.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

Lynn D. Crawford, Mayor

(SEAL)

ATTEST: _____
Yvonne Vigil, Village Clerk

														Original Purchase							
Department	Description	Quantity	Inventory Tag #	Make/Brand	Model	Serial/Vin#	Year	License #	Color	Condition	Price	Current Value	Reason for Disposal	Disposal Method	Item Location	Additional Information	Photos				
Airport	School Bus	1		Blue bird	School Bus	1BAADLSA3K031236	1989		Black & Yellow	Fair			Not in use	Auction	SBRA Airport		5				
	Red Fire truck	1		Pierce	Fire Truck V-1324-M	18566	1980		Red/White	Fair			Not in use	Auction	SBRA Airport		5				
	Tahoe	1		Chevrolet		1GNFK03018R153694	2007	73346	White	Fair			Not in use	Auction	SBRA Airport		3				
	Golf cart	1		Unknown	Unknown	331043			Black & Yellow	Poor			Not in use	Auction	SBRA Airport		3				
	Lockers	9		Unknown	Unknown				Tan	Good			Being Replaced	Auction	SBRA Airport		5				
	Luggage Tug	1	2097	Victory GSE	Unknown				White	Fair			Unused	Auction	SBRA Airport		3				
	Loader Bucket (4-6 Yard)	1	None	Unknown					Tan	Good			Not in use	Auction	SBRA Airport		2				
	Capital Projects & Purchasing																				
	Community Center	Stainless steel table/sink	1											Upgraded with remodel	Auction	Community Center		3			
	Two door wooden cabinet	1											Torn out during remodel	Auction	Community Center		1				
	One door wooden cabinet												Torn out during remodel	Auction	Community Center		1				
	9 shelf bookshelf												Torn out during remodel	Auction	Community Center		1				
Convention Center	Stained Linen												Replaced	Auction	Convention Center						
	Podiums												Replaced	Auction	Convention Center						
Executive																					
Finance																					
Fire	Ford F-450 4x4	1		Ford	F-450	1FDXK47F32EC82053	2002	G54092	White	Poor			Out of Service			Need Transmission	0				
	Ladder Truck '75	1		Seagraves		1F9FV28W5CST2099	1985		Red	Poor			Expired		SBRA Airport		10				
	Pierce Arrow	1		Pierce	Arrow	18566	1980		Red	Unknown			Expired		SBRA Airport		11				
Forestry																					
Library	Wood Tables 30"Hx36"Dx60"L	3							Wood/Green Top	Fair			Being Replaced	Auction	Library		1				
	Wood Tables 30"Hx36"Dx60"L	2							Wood	Poor			Being Replaced	Auction	Library		1				
	Wood w/Cushion Reception Chairs	2							Wood/Turquoise	Good			Being Replaced	Auction	Library		1				
	Office Chair w/Mesh back w/arms	1							Black	Good			Being Replaced	Auction	Library		1				
	Conf Rm w/arms	10							Maroon	Poor			Being Replaced	Auction	Library		1				
	Reception Chairs	2							Wood/Violet	Fair			Being Replaced	Auction	Library		1				
	Office Chair med high back	6							Black	Good			Being Replaced	Auction	Library		1				
	Wood high back chairs	25							Wood	Fair			Being Replaced	Auction	Library		1				
	High Back wood w/cushion seat	12							Wood/Violet	Good			Being Replaced	Auction	Library		1				
	Office Chair med high back w/arms	1							Black	Good			Being Replaced	Auction	Library		1				
	High Back office chair w/arms	1							Maroon	Fair			Being Replaced	Auction	Library		1				
	High Back office chair w/arms	1							Lavender Print	Good			Being Replaced	Auction	Library		1				
Parks & Rec																					
Planning & Zoning	Vehicle	1		Chevrolet	Tahoe	1GNSKE08ER242293	2014	G95579	SILVER	Fair		\$8,400.00	Vehicle Replaced	Auction	Village Hall	Mileage 101,118	5				
Police	Explorer	1		Ford	Explorer	1FMSK8AR9DGA80502	2013	G87430	White	Fair	\$33,827.00	\$4,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1				
	Dakota	1		Dodge	Dakota	1D7HW48K46S507677	2006	04633G	Silver	Fair	\$16,800.00	\$2,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr		1				
	Explorer	1		Ford	Explorer	1FMEU7DE6AUA30246	2010	G78999	White	Fair	Unknown	\$2,000.00	Replaced with new vehicle	Auction	1085 Mechem Dr						

	2008 Chevy silverado 1500	1	WD08	Chevrolet	Silverado 1500	1GCEK14048Z122996	2008	G71944	White	Fair	\$19,800.00		Replaced with new vehicle	Auction	200 close Rd	Needs electrical wiring on ignition	7
																Power loss, burns oil, leaks antifreeze, A/C works but needs to be charged. Good: 4 New tiers, all new spark plugs, coil packs and new belts	
Water Rights	2008 Ford F150	1	WD07	Ford	F-150	1FTRW14W78KC50832	2008	G71944	White	Good	\$21,800.00		Replaced with new vehicle	Auction	200 close Rd		9
Water Production	Dodge Ram Pickup	1	WR10	Dodge	Ram	1B7HF13Y31J574810	2001	G47221	White	Poor	\$20,000.00	\$7,500.00	Damaged Undrivable	Auction	501 Resort Dr Plant 4		4
	Ford F-150 Pickup	1	WR01	Ford	F-150	1FTXP14555NB67101	2005	G62726	White	Poor	\$20,000.00	\$10,000.00	Upkeep Too Much	Auction	501 Resort Dr Plant 4		4
Wingfield House	Chevy Silverado Pickup	1	WR95	Chevrolet	Silverado	1GCEK14098Z221295	2008	G73143	White	Fair	\$20,000.00	\$10,000.00	Upkeep Too Much	Auction	501 Resort Dr Plant 4		3

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 7.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: March 3, 2026

Re: Discussion on Adoption of Resolution 2026-12, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$2,000,000.00.

Item Summary:

Discussion on Adoption of Resolution 2026-12, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$2,000,000.00.

Financial Impact:

The Village of Ruidoso's proportional matching share shall be 5% or \$100,000.00. The funds are currently budgeted in the General Capital Improvement Fund's Capital Outlay - Projects line item (320-302-53006).

Item Discussion:

To submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process, on roadways.

The project termini on the 38 roads

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursued for application completion.

Recommendations:

To Discuss Adoption of Resolution 2026-12, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$2,000,000.00.

ATTACHMENTS:

[TPF_Resolution_2026-12.pdf](#)

[VOR TPF-PFF NMDOT PROJECT NO. 1.pdf](#)

[Exhibit A 2026-12.pdf](#)

[Project List 2026-12.pdf](#)

**VILLAGE OF RUIDOSO
RESOLUTION 2026-12**

**PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$2,000,000.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.

and

b. Village of Ruidoso's proportional matching share shall be 5% or \$100,000.

TOTAL PROJECT COST IS \$2,000,000.00

Village of Ruidoso shall pay all costs, which exceed the total amount of \$2,000,000.00.

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

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

That the Governing Body of the Village of Ruidoso supports the project application and is able to meet the 5% local match if awarded.

NOW THEREFORE, be it resolved by the Governing Body of the Village of Ruidoso that staff is hereby authorized to submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process, on roadways listed on Exhibit "A".

The project termini on the 38 roads are listed on Exhibit "B"

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursued for application completion.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Yvonne Vigil, Village Clerk

**TRANSPORTATION PROJECT FUND
PROJECT FEASIBILITY FORM (PFF)**
MPO/RTPO: SERTPO

☒ Maintenance

GENERAL INFORMATION

Preparation Date: February 16, 2026

Project Title: Ruidoso Roadway Rehabilitation Project

Local Entity: Village of Ruidoso
(Applicant)

Is there an approved Governing Body resolution for this application

☐ YES ☐ NO ☒ PENDING If pending, date expected March 10, 2026

Responsible Charge

Name: Levi Beaty

Phone: (575) 937-0544

Title: Public Works Director

Email: levibeaty@ruidoso-nm.gov

PROJECT DESCRIPTION

Project Type (Check all that apply):

☒ ROADWAY ☐ BRIDGE ☐ SAFETY ☐ PLANNING/DESIGN ☐ OTHER

If you chose "OTHER" please clarify here: _____

Project Scope:

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed on Exhibit A., with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process.

Project Phases to be included in request (Check all that apply):

☐ PLANNING

☐ PRELIMINARY ENGINEERING/DESIGN

☒ CONSTRUCTION

☒ CONSTRUCTION MANAGEMENT & TESTING

☐ RIGHT OF WAY ACQUISITION

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?

☒ NO ☐ YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?

☒ NO ☐ YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location

Route Number and/or Street Name: See attached Exhibit A & Exhibit B

Project Termini:

Beginning Mile point and/or intersection: See attached Exhibit B

Ending Mile point and/or intersection: See attached Exhibit B

Total length of proposed project: See attached Exhibit B

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?

☐ NO ☒ YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way?

☐ NO ☒ YES If yes, a "Letter of Approval or Letter of Support" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

☒ NO ☐ YES If yes, please clarify _____

Is this project tied to any past or future federal funding?

☒ NO ☐ YES If yes, please identify _____

Does the Local Entity intend to apply for Match Waiver Funding*?

☒ NO ☐ YES

**Checking this box does not guarantee Match Waiver funding, approval is based on a financial analysis from the Department of Finance and Administration.*

PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)
If project is <u>not</u> phased, complete column A only. If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			Total Phases No. (1, 2, 3, I, II, III, etc.):
			The amount below represents the cost of the entire project and will be greater than Column A.
Not phased			Total Project Cost: \$2,000,000
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.
Total State Share	95%	\$1,900,000	
Total Local Match	5%	\$100,000	
Total cost	100%	\$2,000,000	

LOCAL ENTITY REVIEW:

By: *Lauri Bentley* Date: *2/20/20* Project is Feasible: ☒ Yes ☐ No

NMDOT DISTRICT REVIEW:

By: _____ Date: _____ Project is Feasible: ☐ Yes ☐ No

NMDOT District comments.

NMDOT Environmental Bureau comments.

Topics to discuss during all PFF meetings:

- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Does the Local Entity have the minimum match required for the project? If not, does the Local Entity intend to apply for a match waiver?
- If match waiver is not approved will the Local Entity still be able to complete the project?
- Does the Local Entity have a good track record for responsible use/tracking of state funds? Have they met closeout deadlines? Have they successfully completed other state funded projects in a timely manner?
- Has the Local Entity had any issues with design/construction in the past?
- Does the Local Entity have major audit findings that would prevent them from being a responsible fiscal agent?

Additional topics to discuss during PFF meetings ONLY if project is on or intersects with an NMDOT or NHS route:

- Is the Local Entity familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
 - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
 - Will the District require the Local Entity to follow specific criteria/specifications if project is awarded?
- The Local Entity must follow the NMDOT specifications as outlined in the "Specs for Highway and Bridge Construction" unless the appropriate NMDOT Design Center grants permission prior to design for the Local Entity to use other specs.

Exhibit A – Project 1 Maintenance

Village of Ruidoso 2026 TPF (PFF)

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay through the use of a Micro Surfacing process.

Project Location- Total 27 Miles

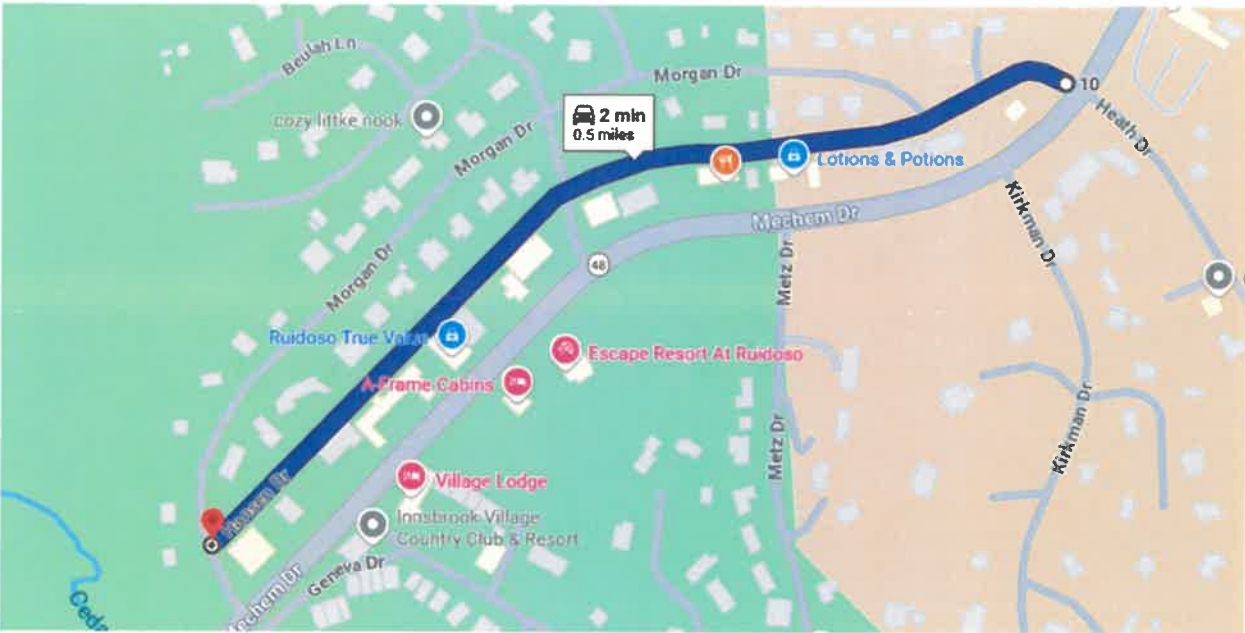
Street Names:

- | | |
|-------------------------|------------------|
| 1.Hansen Dr | 19.Nogal Pl |
| 2.Morgan Dr | 20.Torreon Loop |
| 3.Willie Horton Dr | 21.Heath Dr |
| 5.Meadows Dr | 22.Kirkman Dr |
| 5.Top Side Dr | 23.Snowcrest Dr |
| 6.Pat Thompson Ct | 24.Snowcap Dr |
| 7.Charles McClellan Dr | 25.Crown Dr |
| 8.Walkabout Loop | 26.Excalibur Rd |
| 9.E. Miller Ct | 27.Guenevere Ave |
| 10.Pat Willingham Ct | 28.Warwick Dr |
| 11.Coker Ln | 29.Camelot Dr |
| 12.Mescalero Tr | 30.Chaves Rd |
| 13.Junction Rd | 31.Coconino Ln |
| 14.Carrizo Canyon Rd | 32.Chiracahua Ln |
| 15.Grindstone Canyon Rd | 33.Alamo Dr |
| 16.Resort Dr | 34.Skylane Rd |
| 17.Hull Rd | 35.Keyes Dr |
| 18.La Luz Ln | 36.University Dr |
| | 37.College Dr |
| | 38. Scenic Drive |

Exhibit B

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Hansen Dr	Intersection of Hansen Dr and Mechem/Highway 48	Intersection of Hansen Dr and Morgan Dr	0.5	21
Morgan Dr	Intersection of Morgan Dr and Mechem/Highway 48	Intersection of Morgan Dr and Hansen Dr	0.5	21
Willie Horton Dr	Intersection of Willie Horton Dr and Gavilan Canyon Rd	Intersection of Willie Horton Dr and Jack Little Dr	1	22
Meadows Dr	Intersection of Meadows Dr and 603 White Mountain Meadows Dr	Intersection of Meadows Dr and 401 White Mountain Meadows Dr	0.45	22
Top Side Dr	Intersection of Top Side Dr and White Mountain Meadows Dr	Dead End of Top Side Dr	0.65	22
Pat Thompson Ct	Intersection of Pat Thompson Ct and Meadows Dr	Both Dead Ends of T of Pat Thompson Ct	0.28	20
Charles McClellan Dr	Intersection of Charles McClellan Dr and White Mountain Meadows Dr	Dead End of Charles McClellan Dr	0.45	22
Walkabout Loop	Intersection of Walkabout Loop and White Mountain Meadows Dr	Intersection of Walkabout Loop and Meadows Dr	0.13	20
E. Miller Ct	Intersection of E. Miller Ct and White Mountain Meadows Dr	Dead End of E. Miller Ct	0.075	22
Pat Willingham Ct	Intersection of Pat Willingham Ct and White Mountain Meadows Dr	Both Dead Ends of T of Pat Willingham Ct	0.37	22
Coker Ln	Intersection of Coker Ln and White Mountain Meadows Dr	Intersection of Coker Ln and Top Side Dr	0.25	20
Mescalero Tr	Intersection of Mescalero Tr and Sudderth Dr/HWY 48	Intersection of Mescalero Tr and Highway 70	0.4	38
Junction Rd	Intersection of Junction Rd and Mescalero Trail	Intersection of Junction Rd and Sudderth Dr/HWY 48	0.55	25
Carrizo Canyon Rd	Intersection of Carrizo Canyon Rd and Sudderth Dr/HWY 48	Intersection of Carrizo Canyon Rd and Reservation Line	2	25
Grindstone Canyon Rd	Intersection of Grindstone Canyon Rd to Carrizo Canyon Rd	Intersection of Grindstone Canyon Rd and Wingfield St	0.95	26
Resort Dr	Intersection of Resort Dr and Grindstone Canyon Dr	Intersection of Resort Dr and 5th St	1.02	25
Hull Rd	Intersection of Hull Rd and Paradise Canyon	Intersection of Hull Rd and Gavilan Canyon Rd	2.6	29
La Luz Ln	Intersection of La Luz Ln and Torreon Loop	Intersection of La Luz Ln and Hull Rd	0.54	22
Nogal Pl	Intersection of Nogal Pl and High Loop Dr	Intersection of Nogal Pl and La Luz Ln	0.45	22
Torreon Loop	Intersection of Torreon Loop and Nogal Pl	Intersection of Torreon Loop and La Luz Ln	0.45	21
Heath Dr	Intersection of Heath Dr and Cree Meadows Dr	Intersection of Heath Dr and Mechem Dr/HWY 48	0.65	23
Kirkman Dr	Intersection of Kirkman Dr and Mechem Dr/HWY 48	Intersection of Kirkman Dr and Cree Meadows Dr	0.52	23
Snowcrest Dr	Intersection of Snowcrest Dr and Hull Rd	Intersection of Snowcrest Dr and Snowcap Dr	0.08	28
Snowcap Dr	Intersection of Snowcap Dr and Snowcrest Dr	Intersection of Snowcap Dr and Hull Rd	0.75	22.5
Crown Dr	Intersection of Crown Dr and Camelot Dr	327 Crown Dr	2.15	24
Excalibur Rd	Intersection of Excalibur Rd and Crown Dr	611 Excalibur Rd	1.3	23
Guenevere Ave	Intersection of Guenevere Ave and Excalibur Rd	239 Guenevere Ave	1	22
Warwick Dr	Intersection of Warwick Dr and Guenevere Ave	Intersection of Warwick Dr and Camelot Dr	1.29	20
Camelot Dr	Intersection of Camelot Dr and US Highway 70	Intersection of Camelot Dr and Cambridge Way	0.4	23
Chaves Rd	Intersection of Chaves Rd and Mary Dr	Intersection of Chaves Rd and Coconino Ln	0.4	22
Coconino Ln	Intersection of Coconino Ln and Chaves Rd	Intersection of Coconino Ln and Chiracahua Ln	0.8	21
Chiracahua Ln	Dead End of Chiracahua Ln	Intersection of Chiracahua Ln and Alamo Dr	0.24	22
Alamo Dr	Intersection of Alamo Dr and Chiracahua Ln	Intersection of Alamo Dr and Angeles Dr	0.21	22
Skylane Rd	Intersection of Skylane Rd and Coconino Ln	Intersection of Skylane Rd and W. White Mountain Dr	0.32	20
Keyes Dr	Intersection of Keyes Dr and 5th St	Intersection of Keyes Dr and W. Santa Rosa Dr	0.5	23
University Dr	Intersection of University Dr and Mechem/Hwy 48	Intersection of University Dr and Scenic Dr	0.4	25
Scenic Dr	Intersection of Scenic Dr and University Dr	601 Scenic Dr	1	25
College Dr	Intersection of College Dr and Scenic Dr	Dead End of College Dr	0.94	30
Total Miles			26.565	

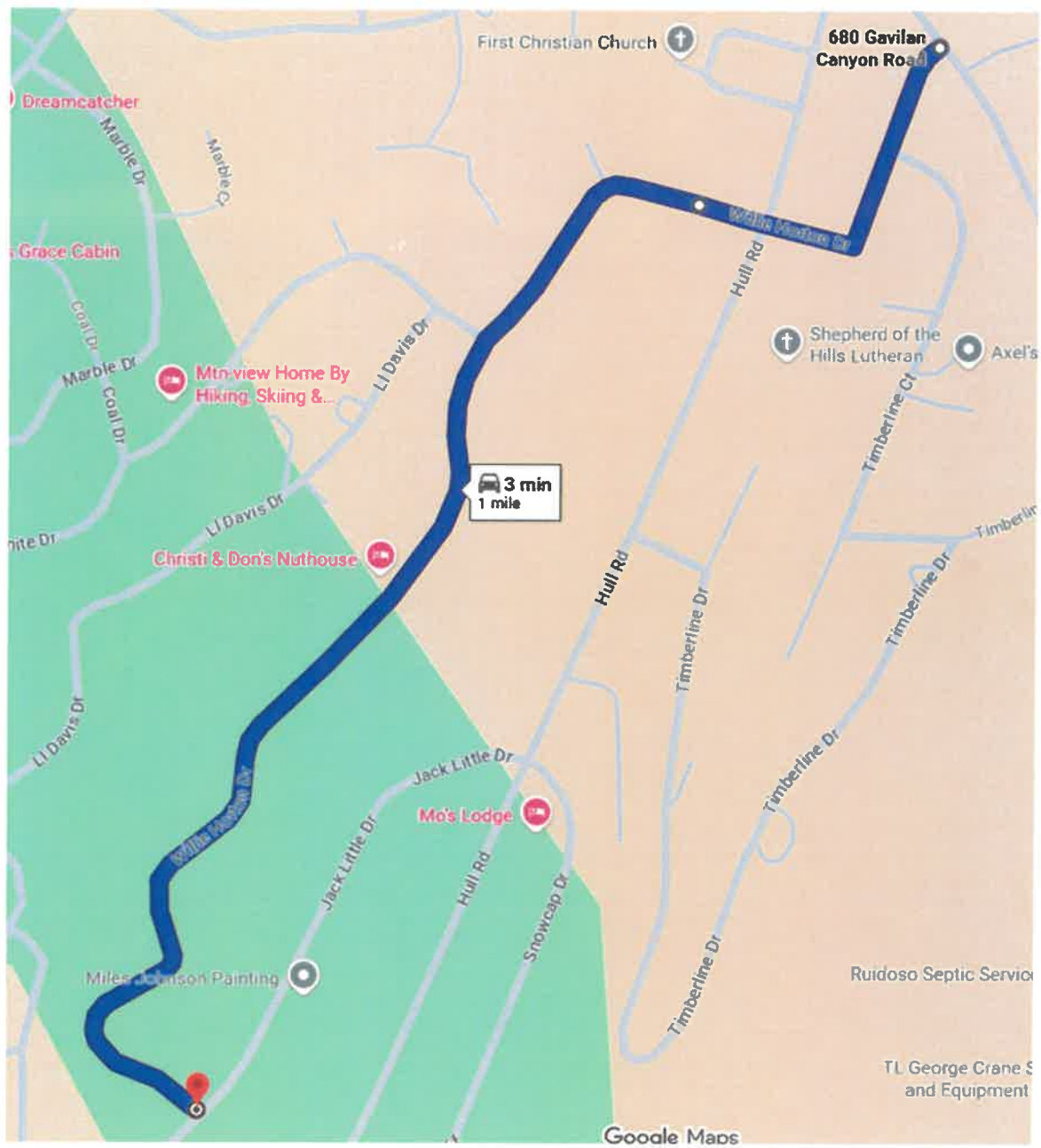
Hansen Dr



Morgan Dr



Willie Horton Dr



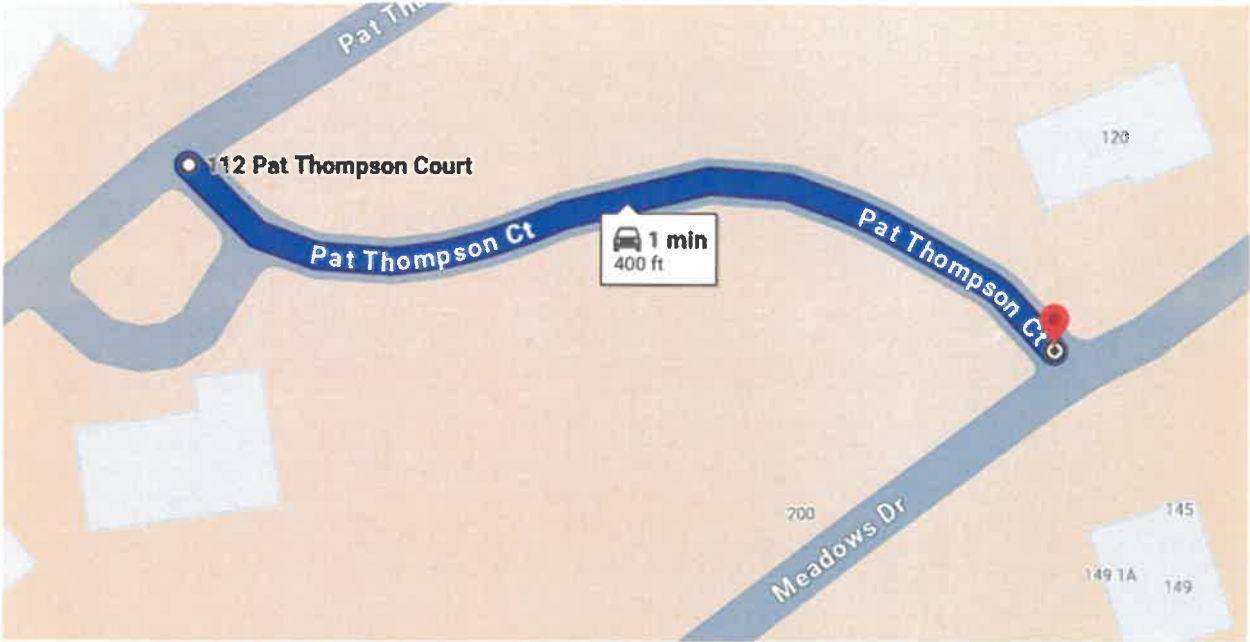
Meadows Dr



Top Side Dr



Pat Thompson Ct



Charles McClellan Dr



Walkabout Loop



E. Miller Ct

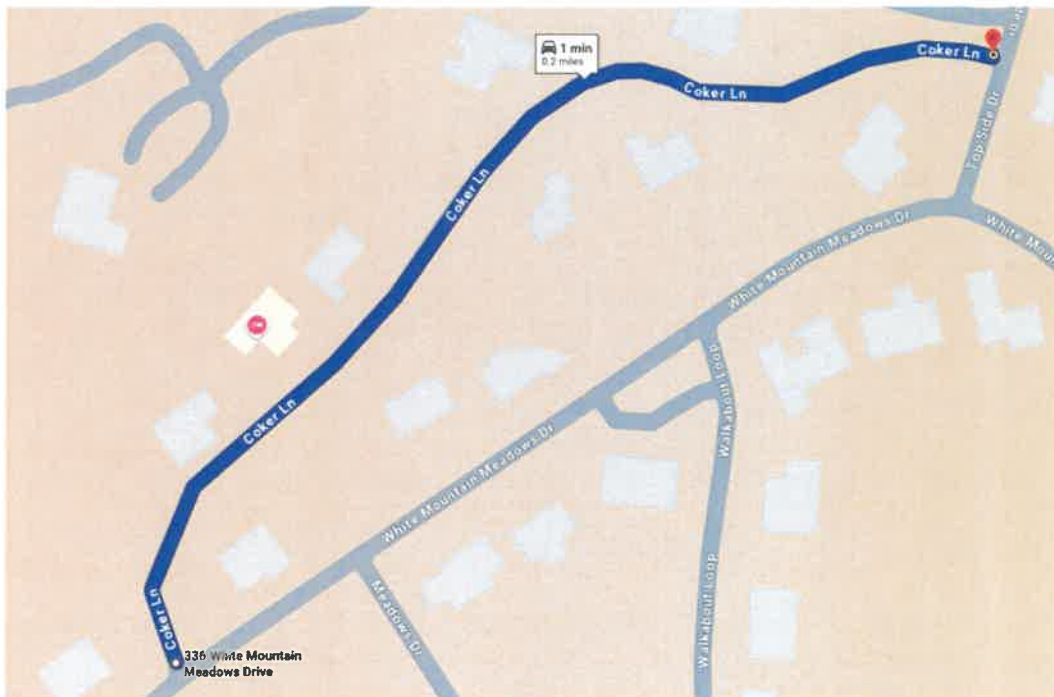


Pat Willingham Ct

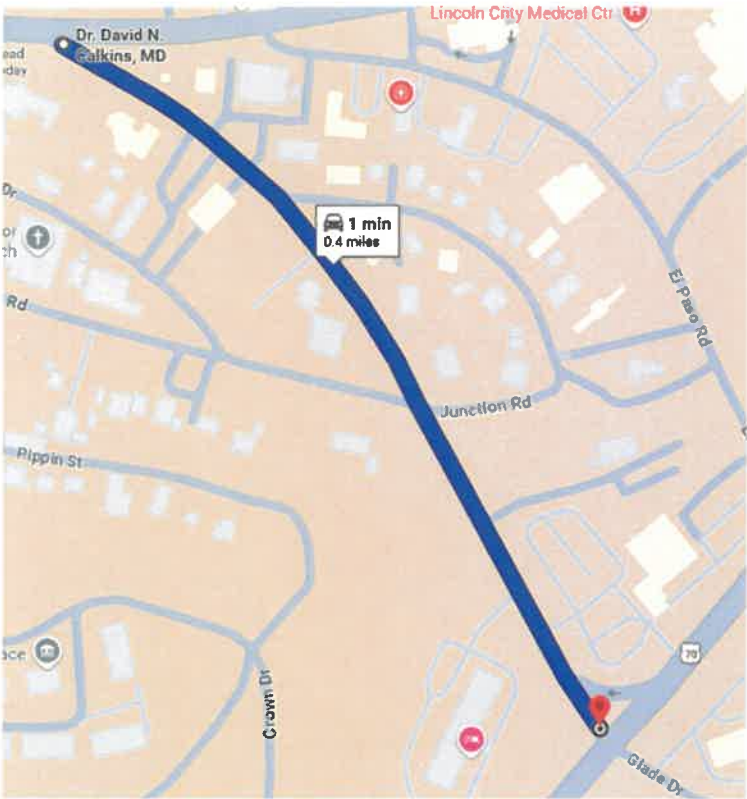




Coker Ln



Mescalero Tr



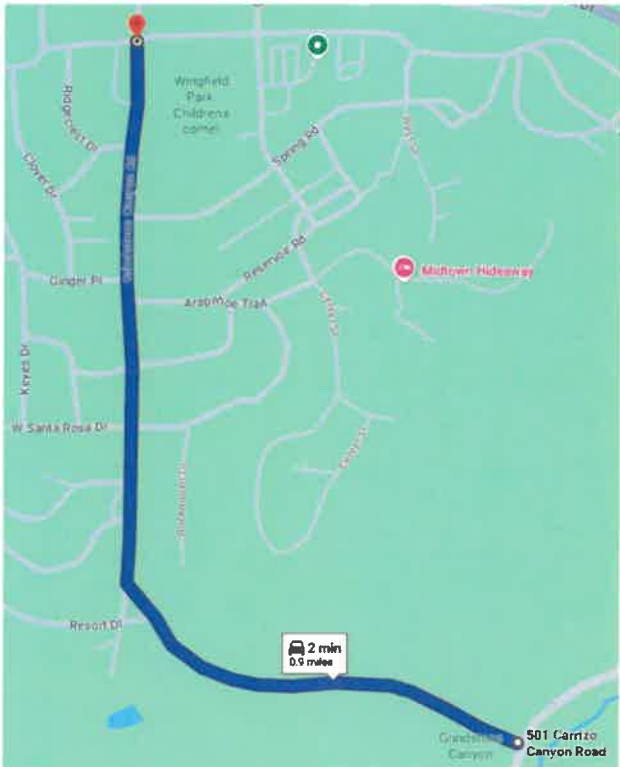
Junction Rd



Carrizo Canyon Rd



Grindstone Canyon Rd



Resort Dr



Hull Rd



La Luz Ln



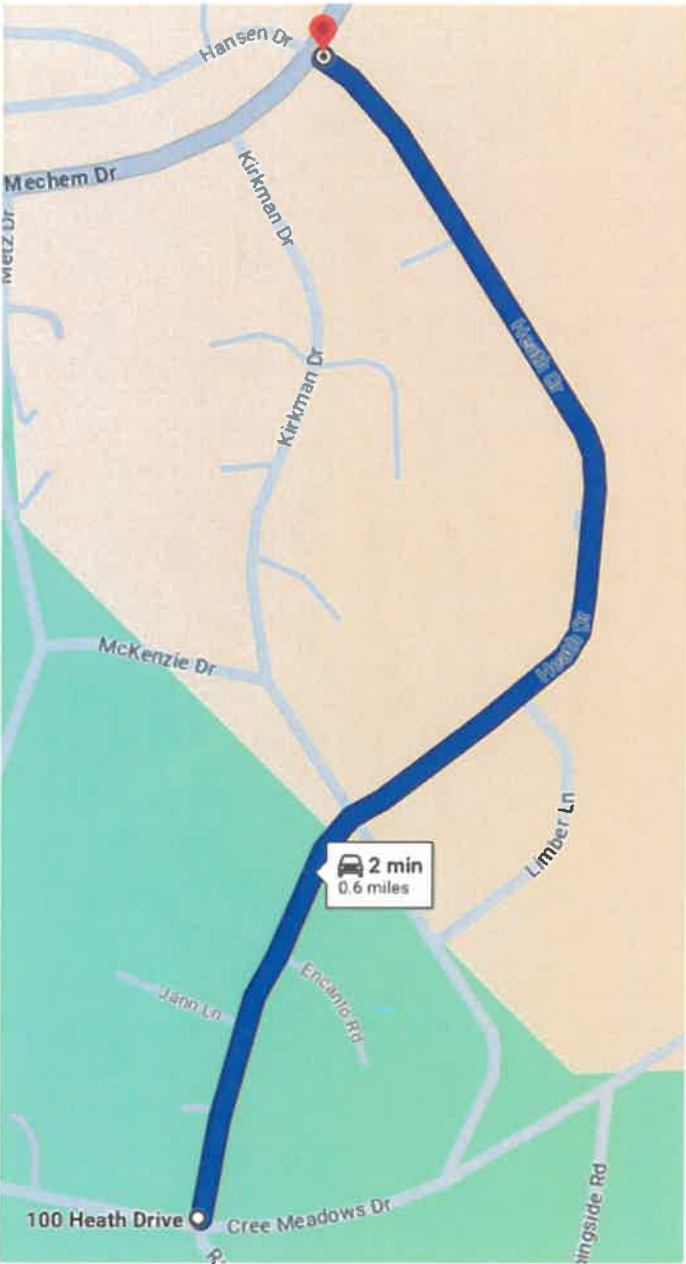
Nogal Pl



Torreon Loop



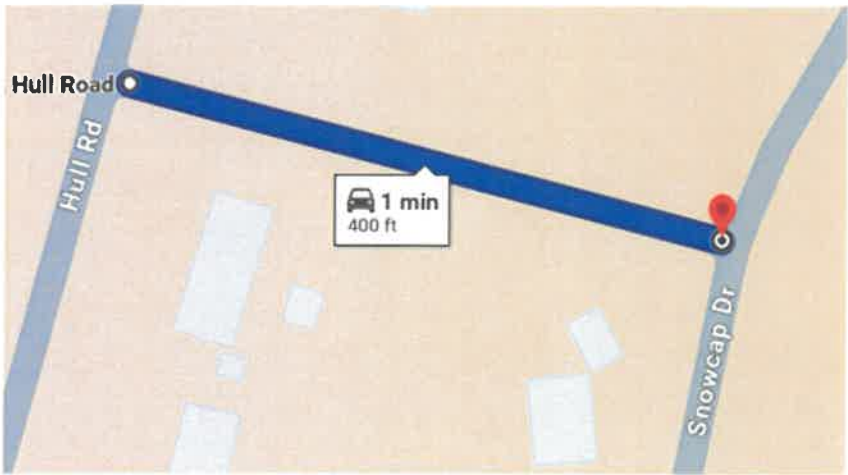
Heath Dr



Kirkman Dr



Snowcrest Dr



Snowcap Dr



Crown Dr



Excalibur Rd



Guenevere Ave



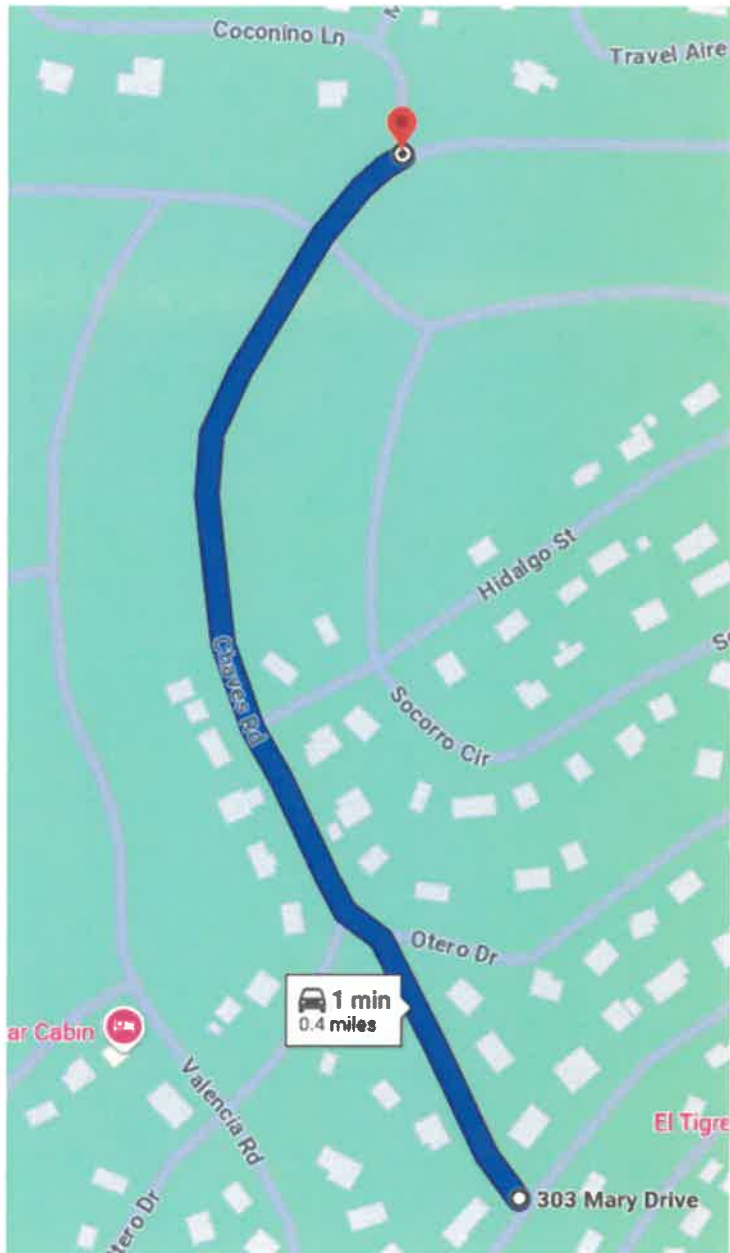
Warwick Dr



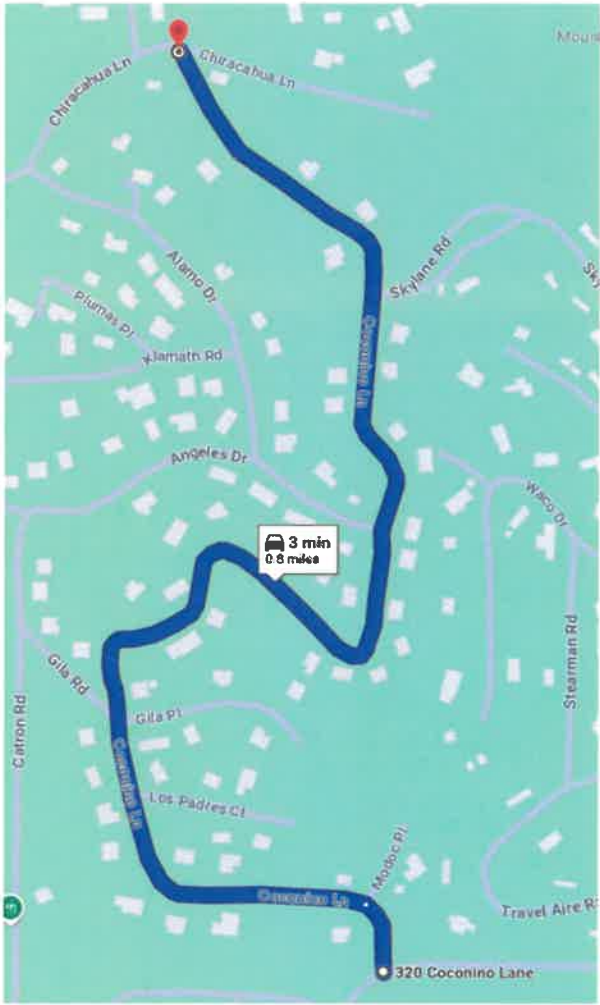
Camelot Dr



Chaves Rd



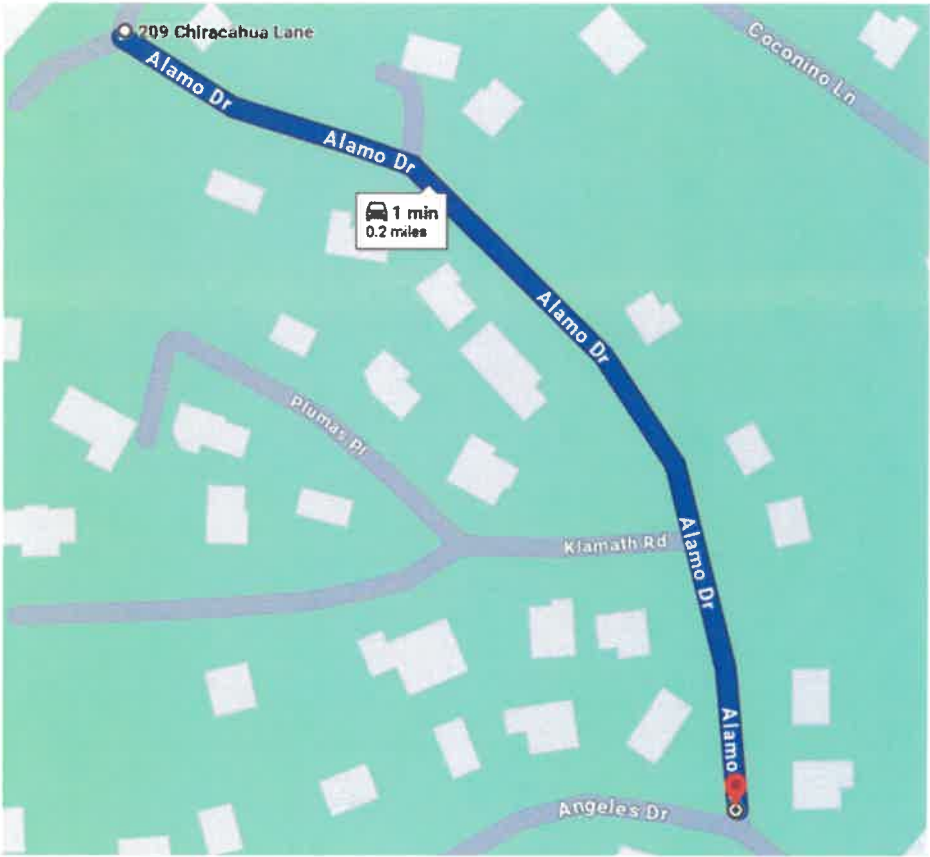
Coconino Ln



Chiracahua Ln



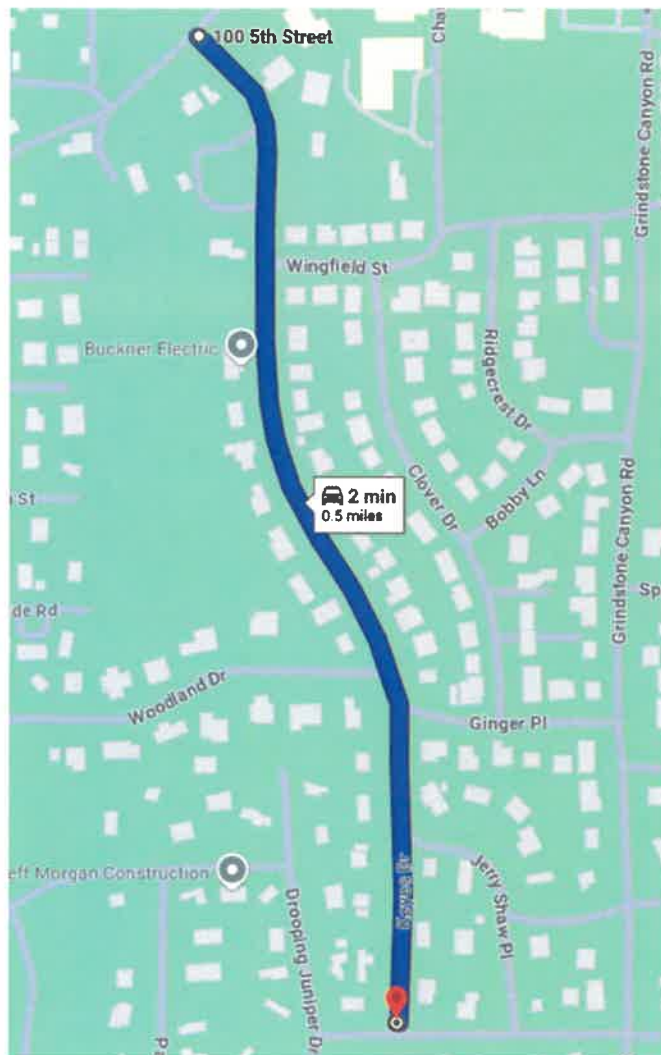
Alamo Dr



Skylane Rd



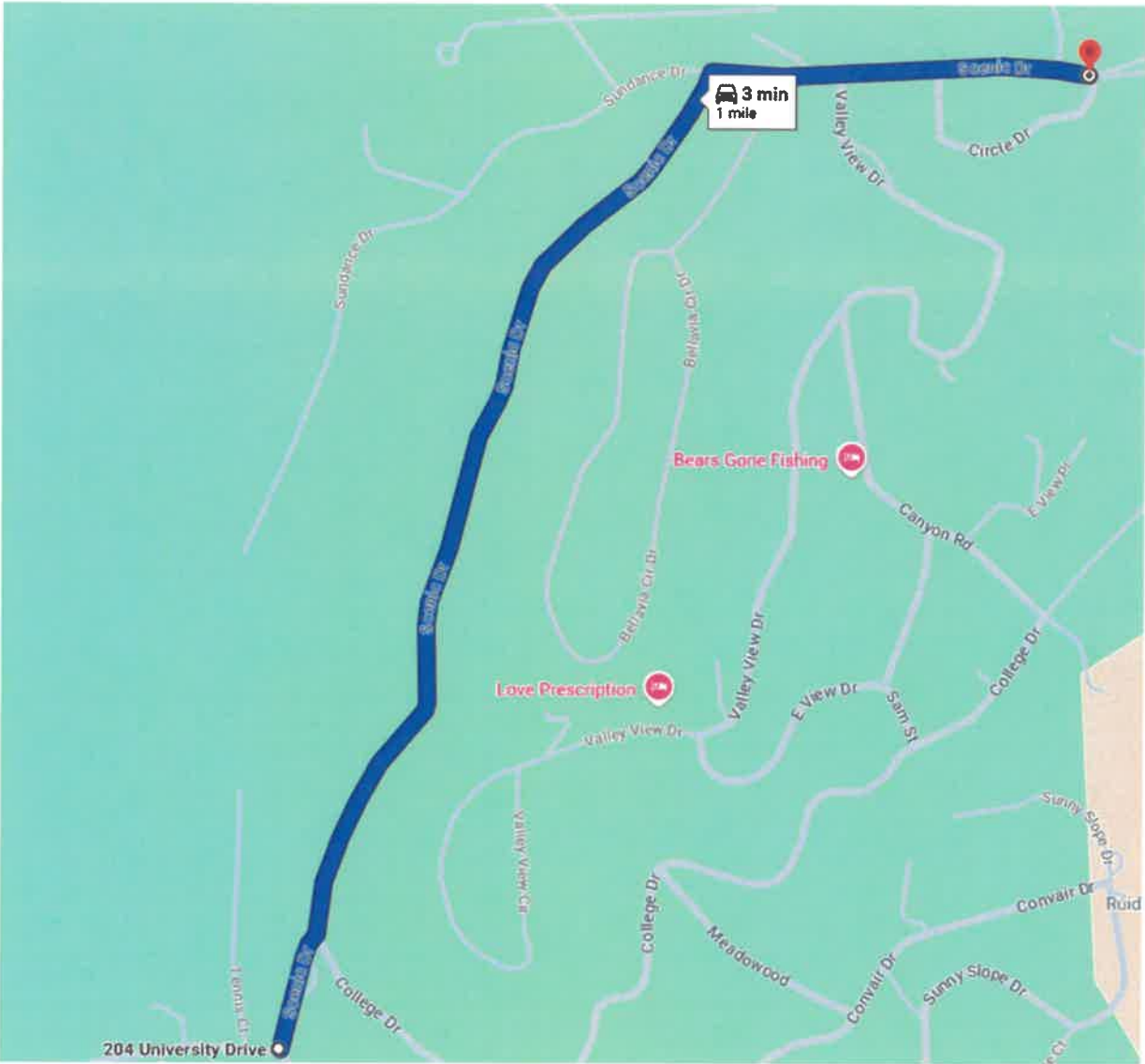
Keyes Dr



University Dr



Scenic Dr



College Dr

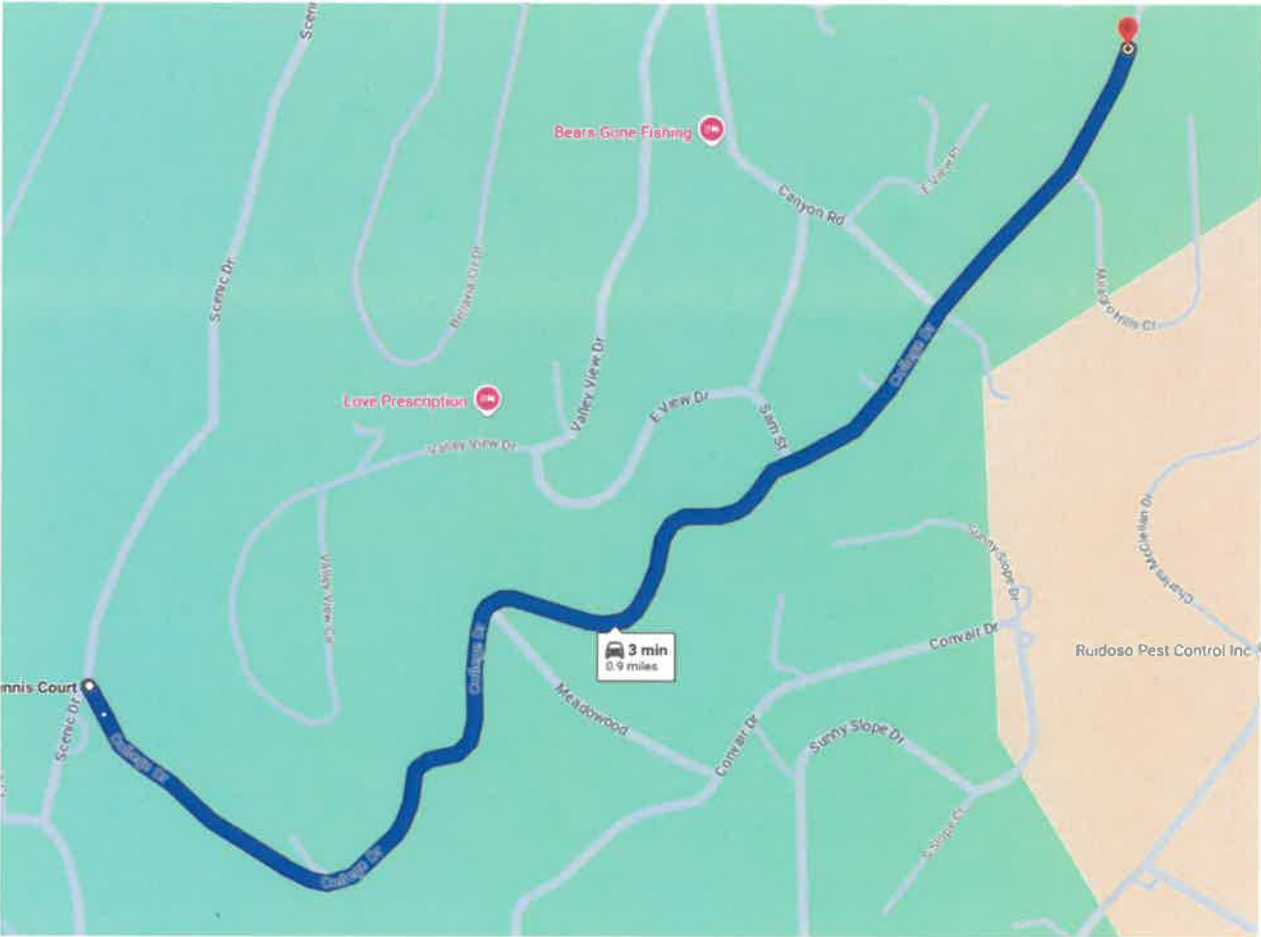


Exhibit A – Project 1 Maintenance

Village of Ruidoso 2026 TPF (PFF)

To complete 27 miles of roadway maintenance improvements to include pavement rehabilitation, pavement preservation, roadway striping, utility cover adjustments, traffic control, construction observation & testing on roadways listed below, with a 1/4" to 3/8" overlay though the use of a Micro Surfacing process.

Project Location- Total 27 Miles

Street Names:

- | | |
|-------------------------|------------------|
| 1.Hansen Dr | 19.Nogal Pl |
| 2.Morgan Dr | 20.Torreon Loop |
| 3.Willie Horton Dr | 21.Heath Dr |
| 5.Meadows Dr | 22.Kirkman Dr |
| 5.Top Side Dr | 23.Snowcrest Dr |
| 6.Pat Thompson Ct | 24.Snowcap Dr |
| 7.Charles McClellan Dr | 25.Crown Dr |
| 8.Walkabout Loop | 26.Excalibur Rd |
| 9.E. Miller Ct | 27.Guenevere Ave |
| 10.Pat Willingham Ct | 28.Warwick Dr |
| 11.Coker Ln | 29.Camelot Dr |
| 12.Mescalero Tr | 30.Chaves Rd |
| 13.Junction Rd | 31.Coconino Ln |
| 14.Carrizo Canyon Rd | 32.Chiracahua Ln |
| 15.Grindstone Canyon Rd | 33.Alamo Dr |
| 16.Resort Dr | 34.Skylane Rd |
| 17.Hull Rd | 35.Keyes Dr |
| 18.La Luz Ln | 36.University Dr |
| | 37.College Dr |
| | 38. Scenic Drive |

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Hansen Dr	Intersection of Hansen Dr and Mechem/Highway 48	Intersection of Hansen Dr and Morgan Dr	0.5	21
Morgan Dr	Intersection of Morgan Dr and Mechem/Highway 48	Intersection of Morgan Dr and Hansen Dr	0.5	21
Willie Horton Dr	Intersection of Willie Horton Dr and Gavilan Canyon Rd	Intersection of Willie Horton Dr and Jack Little Dr	1	22
Meadows Dr	Intersection of Meadows Dr and 603 White Mountain Meadows Dr	Intersection of Meadows Dr and 401 White Mountain Meadows Dr	0.45	22
Top Side Dr	Intersection of Top Side Dr and White Mountain Meadows Dr	Dead End of Top Side Dr	0.65	22
Pat Thompson Ct	Intersection of Pat Thompson Ct and Meadows Dr	Both Dead Ends of T of Pat Thompson Ct	0.28	20
Charles McClellan Dr	Intersection of Charles McClellan Dr and White Mountain Meadows Dr	Dead End of Charles McClellan Dr	0.45	22
Walkabout Loop	Intersection of Walkabout Loop and White Mountain Meadows Dr	Intersection of Walkabout Loop and Meadows Dr	0.13	20
E. Miller Ct	Intersection of E. Miller Ct and White Mountain Meadows Dr	Dead End of E. Miller Ct	0.075	22
Pat Willingham Ct	Intersection of Pat Willingham Ct and White Mountain Meadows Dr	Both Dead Ends of T of Pat Willingham Ct	0.37	22
Coker Ln	Intersection of Coker Ln and White Mountain Meadows Dr	Intersection of Coker Ln and Top Side Dr	0.25	20
Mescalero Tr	Intersection of Mescalero Tr and Sudderth Dr/HWY 48	Intersection of Mescalero Tr and Highway 70	0.4	38
Junction Rd	Intersection of Junction Rd and Mescalero Trail	Intersection of Junction Rd and Sudderth Dr/HWY 48	0.55	25
Carrizo Canyon Rd	Intersection of Carrizo Canyon Rd and Sudderth Dr/HWY 48	Intersection of Carrizo Canyon Rd and Reservation Line	2	25
Grindstone Canyon Rd	Intersection of Grindstone Canyon Rd to Carrizo Canyon Rd	Intersection of Grindstone Canyon Rd and Wingfield St	0.95	26
Resort Dr	Intersection of Resort Dr and Grindstone Canyon Dr	Intersection of Resort Dr and 5th St	1.02	25
Hull Rd	Intersection of Hull Rd and Paradise Canyon	Intersection of Hull Rd and Gavilan Canyon Rd	2.6	29
La Luz Ln	Intersection of La Luz Ln and Torreon Loop	Intersection of La Luz Ln and Hull Rd	0.54	22
Nogal Pl	Intersection of Nogal Pl and High Loop Dr	Intersection of Nogal Pl and La Luz Ln	0.45	22
Torreon Loop	Intersection of Torreon Loop and Nogal Pl	Intersection of Torreon Loop and La Luz Ln	0.45	21
Heath Dr	Intersection of Heath Dr and Cree Meadows Dr	Intersection of Heath Dr and Mechem Dr/HWY 48	0.65	23
Kirkman Dr	Intersection of Kirkman Dr and Mechem Dr/HWY 48	Intersection of Kirkman Dr and Cree Meadows Dr	0.52	23
Snowcrest Dr	Intersection of Snowcrest Dr and Hull Rd	Intersection of Snowcrest Dr and Snowcap Dr	0.08	28
Snowcap Dr	Intersection of Snowcap Dr and Snowcrest Dr	Intersection of Snowcap Dr and Hull Rd	0.75	22.5
Crown Dr	Intersection of Crown Dr and Camelot Dr	327 Crown Dr	2.15	24
Excalibur Rd	Intersection of Excalibur Rd and Crown Dr	611 Excalibur Rd	1.3	23
Guenevere Ave	Intersection of Guenevere Ave and Excalibur Rd	239 Guenevere Ave	1	22
Warwick Dr	Intersection of Warwick Dr and Guenevere Ave	Intersection of Warwick Dr and Camelot Dr	1.29	20
Camelot Dr	Intersection of Camelot Dr and US Highway 70	Intersection of Camelot Dr and Cambridge Way	0.4	23
Chaves Rd	Intersection of Chaves Rd and Mary Dr	Intersection of Chaves Rd and Coconino Ln	0.4	22
Coconino Ln	Intersection of Coconino Ln and Chaves Rd	Intersection of Coconino Ln and Chiracahua Ln	0.8	21
Chiracahua Ln	Dead End of Chiracahua Ln	Intersection of Chiracahua Ln and Alamo Dr	0.24	22
Alamo Dr	Intersection of Alamo Dr and Chiracahua Ln	Intersection of Alamo Dr and Angeles Dr	0.21	22
Skylane Rd	Intersection of Skylane Rd and Coconino Ln	Intersection of Skylane Rd and W. White Mountain Dr	0.32	20
Keyes Dr	Intersection of Keyes Dr and 5th St	Intersection of Keyes Dr and W. Santa Rosa Dr	0.5	23
University Dr	Intersection of University Dr and Mechem/Hwy 48	Intersection of University Dr and Scenic Dr	0.4	25
Scenic Dr	Intersection of Scenic Dr and University Dr	601 Scenic Dr	1	25
College Dr	Intersection of College Dr and Scenic Dr	Dead End of College Dr	0.94	30

Total Miles

26.565

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 8.

To:

Presenter(s): Levi Beaty, Public Works Director

Meeting Date: March 3, 2026

Re: Discussion on Adoption of Resolution 2026-13, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$500,000.00.

Item Summary:

Discussion on Adoption of Resolution 2026-13, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$500,000.00.

Financial Impact:

The Village of Ruidoso's proportional matching share shall be 5% or \$25,000.00. The funds are currently budgeted in the General Fund's Special Activities Department's Contractual Services line item (101-791-52000), but will be transferred to the General Capital Project Fund's Capital Outlay - Projects line item (320-302-53006) upon approval.

Item Discussion:

To submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to design approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

The project termini for the seven (7) roads are as follows:

1. Main Road (2.5 miles) is from Intersection of Main Road/Upper Sudderth Dr Circle to Intersection of Main Road/Reservation Line
2. Ebarb (0.5 miles) is from the intersection of Ebarb Dr./ Main Rd. to intersection of Ebarb Dr./ West Redwood.

3. North Loop Road (0.5 miles) is from the intersection of North Loop Road/ Main Road/at Chestnut Lane to the intersection of North Loop Road / 947 Main Road.
4. McDaniel Drive (0.03 miles) is from the intersection of McDaniel Drive/ Main Road to the intersection of McDaniel Drive/Riverside Drive.
5. Riverside Drive (0.06 miles) is from intersection of dead end / E. Riverside Drive to the intersection of dead end/North Mountain View Drive.
6. South Mountain View Drive (0.3 miles) is from intersection of South Mountain View Drive/ North Mountain View Drive to the intersection of dead end /South Mountain View Drive.
7. North Mountain View Drive (0.2 miles) is from intersection of North Mountain View Drive/ South Mountain View Drive to the intersection of dead end / North Mountain View Drive.

These roadways are within the control of the Village of Ruidoso, Lincoln County, New Mexico. The roadways intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursued for application completion.

Recommendations:

To Discuss Adoption of Resolution 2026-13, a Resolution for Authorizing the Participation in the Transportation Project Fund Program Administered by the New Mexico Department of Transportation for Fiscal Year 2027, in the Amount of \$500,000.00.

ATTACHMENTS:

[Resolution 2026-13 Project 2 TPF.pdf](#)
[VOR TPF PFF NMDOT PROJECT NO. 2.pdf](#)
[Exhibit A 2026-13.pdf](#)
[Project List 2026-13.pdf](#)

**VILLAGE OF RUIDOSO
RESOLUTION 2026-13**

**PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the Village of Ruidoso and the New Mexico Department of Transportation have entered into a joint and coordinated effort; and

WHEREAS, the total cost of the project will be \$500,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$475,000.

and

- b. Village of Ruidoso's proportional matching share shall be 5% or \$25,000.

TOTAL PROJECT COST IS \$500,000.00

Village of Ruidoso shall pay all costs, which exceed the total amount of \$500,000.00.

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

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

That the Governing Body of the Village of Ruidoso supports the project application and is able to meet the 5% local match if awarded.

NOW THEREFORE, be it resolved by the Governing Body of the Village of Ruidoso that staff is hereby authorized to submit a grant application with the New Mexico Department of Transportation for the TPF Program for FY 2027 to design approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

The project termini for the seven (7) roads are as follows:

1. Main Road (2.5 miles) is from Intersection of Main Road/Upper Sudderth Dr Circle to Intersection of Main Road/Reservation Line
2. Ebarb Dr. (0.5 miles) is from the intersection of Ebarb Dr./ Main Rd. to intersection of Ebarb Dr./ West Redwood.
3. North Loop Road (0.5 miles) is from the intersection of North Loop Road/ Main Road/at Chestnut Lane to the intersection of North Loop Road / 947 Main Road.
4. McDaniel Drive (0.03 miles) is from the intersection of McDaniel Drive/ Main Road to the intersection of McDaniel Drive/Riverside Drive.
5. Riverside Drive (0.06 miles) is from intersection of dead end / E. Riverside Drive to the intersection of dead end/North Mountain View Drive.
6. South Mountain View Drive (0.3 miles) is from intersection of South Mountain View Drive/ North Mountain View Drive to the intersection of dead end /South Mountain View Drive.
7. North Mountain View Drive (0.2 miles) is from intersection of North Mountain View Drive/ South Mountain View Drive to the intersection of dead end / North Mountain View Drive.

intersect with NM Department of Transportation Right-of-Way and a letter of support from District Engineer Francisco Sanchez will be pursued for application completion.

PASSED, ADOPTED, AND APPROVED on this 10th day of March 2026.

By: _____
Lynn D. Crawford, Mayor

(SEAL)

Attest: _____
Yvonne Vigil, Village Clerk

GENERAL INFORMATION

☒ Design

Preparation Date: February 16, 2026

Project Title: Upper Canyon Roadway Design Project

Local Entity: Village of Ruidoso
(Applicant)

Is there an approved Governing Body resolution for this application

☐ YES ☐ NO ☒ PENDING If pending, date expected March 10, 2026

Responsible Charge

Name: Levi Beaty

Phone: (575) 937-0544

Title: Public Works Director

Email: levibeaty@ruidoso-nm.gov

PROJECT DESCRIPTION

Project Type (Check all that apply):

☐ ROADWAY ☐ BRIDGE ☐ SAFETY ☒ PLANNING/DESIGN ☐ OTHER

If you chose "OTHER" please clarify here: _____

Project Scope:

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Phases to be included in request (Check all that apply):

☒ PLANNING

☒ PRELIMINARY ENGINEERING/DESIGN

☐ CONSTRUCTION

☐ CONSTRUCTION MANAGEMENT & TESTING

☐ RIGHT OF WAY ACQUISITION

Is the request to address a bridge on the NMDOT's Local Bridge Priority List for Replacement/Rehabilitation?

☒ NO ☐ YES If yes, please indicate bridge #: _____

Is the request to continue or advance a phase of a previous project?

☒ NO ☐ YES If yes, please indicate funding sources and scope of previous phase below.

Funding Source: _____

Previous Phase Project Scope: _____

Completion Date of Previous Phase: _____

Current Phase being requested: _____

Project Location

Route Number and/or Street Name: _____

Project Termini:

Beginning Mile point and/or intersection: See attached Exhibit A & Exhibit B

Ending Mile point and/or intersection: See attached Exhibit B

Total length of proposed project: See attached Exhibit B

NOTE: A local government project that is located in full or in part within a department right-of-way or NHS route must be administered in accordance with the "Tribal/Local Public Agency Handbook".

A local government project that ties into, connects or crosses a department right-of-way or an NHS route, or when the project may have an effect on existing improvements within department rights-of-way, requires the approval of the department.

Is the project located in full or in part within a department right-of-way or NHS route?

☐ NO ☒ YES If yes, the project must be administered in accordance with the Tribal/Local Public Agency Handbook and follow all requirements and procedures.

Does the project tie into, connect or cross a department right-of-way or an NHS route, or will the project have an effect on existing improvements within a NMDOT right-of-way?

☐ NO ☒ YES If yes, a "Letter of Approval or Letter of Support" is required from the NMDOT District Engineer.

Will the project impact known environmental and/or cultural resources?

☒ NO ☐ YES If yes, please clarify _____

Is this project tied to any past or future federal funding?

☒ NO ☐ YES If yes, please identify _____

Does the Local Entity intend to apply for Match Waiver Funding*?

☒ NO ☐ YES

**Checking this box does not guarantee Match Waiver funding, approval is based on a financial analysis from the Department of Finance and Administration.*

PROJECT COSTS:

Column A (Not Phased)			Column B (Phased)
If project is <u>not</u> phased, complete column A only.			Total Phases No. (1, 2, 3, I, II, III, etc.):
If project is phased, list the amount of funding being currently requested in Column A and complete Column B.			The amount below represents the cost of the entire project and will be greater than Column A.
Not phased			Total Project Cost: \$ 500,000
Percentage Estimates:			Phased projects are usually large and divided into parts or phases. Please clarify how the requested project funding relates to the total overall project. Identify future phases and estimated costs.
Total State Share	95%	\$475,000	
Total Local Match	5%	\$25,000	
Total cost	100%	\$ 500,000	

LOCAL ENTITY REVIEW:

By: *Leri Beaty* Date: *2/20/26* Project is Feasible: ☒ Yes ☐ No

NMDOT DISTRICT REVIEW:

By: _____ Date: _____ Project is Feasible: ☐ Yes ☐ No

NMDOT District comments.

NMDOT Environmental Bureau comments.

Topics to discuss during all PFF meetings:

- Is this project included in any other planning documents? (Comprehensive Plan, ICIP, etc.)
- Does the Local Entity have the minimum match required for the project? If not, does the Local Entity intend to apply for a match waiver?
- If match waiver is not approved will the Local Entity still be able to complete the project?
- Does the Local Entity have a good track record for responsible use/tracking of state funds? Have they met closeout deadlines? Have they successfully completed other state funded projects in a timely manner?
- Has the Local Entity had any issues with design/construction in the past?
- Does the Local Entity have major audit findings that would prevent them from being a responsible fiscal agent?

Additional topics to discuss during PFF meetings ONLY if project is on or intersects with an NMDOT or NHS route:

- Is the Local Entity familiar with the NMDOT T/LPA Handbook? Has the person in responsible charge attended one of the T/LPA Handbook trainings?
- Is the project within NMDOT ROW? If so, does the district support the project?
 - Are agreements necessary for maintenance and operations? (Lighting agreements, landscaping, etc.)
 - Will the District require the Local Entity to follow specific criteria/specifications if project is awarded?
- The Local Entity must follow the NMDOT specifications as outlined in the “Specs for Highway and Bridge Construction” unless the appropriate NMDOT Design Center grants permission prior to design for the Local Entity to use other specs.

Exhibit A – Project 2 Design

Village of Ruidoso 2026 TPF (PFF)

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Location- Total of 4 miles.

Street Names:

1. *Main Road*
2. *Ebarb Drive*
3. *North Loop Road*
4. *McDaniel Drive*
5. *Riverside Drive (East and West)*
6. *South Mountain View Drive*
7. *North Mountain View Drive*

Exhibit B - Design Project

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Main Rd	Intersection of Main Rd and Upper Sudderth Dr Circle	Intersection of Main Rd and Reservation Line	2.5	26
Ebarb Dr	Intersection of Ebarb Dr and Main Rd	Intersection of Ebarb Dr and W. Redwood Dr	0.5	25
North Loop Rd	Intersection of North Loop Rd and Main Rd at Chestnut Ln	Intersection of North Loop Rd and 947 Main Rd	0.5	26
McDaniel Dr	Intersection of McDaniel Dr and Main Rd	Intersection of McDaniel Dr and Riverside Dr	0.03	18
Riverside Dr	Dead End of E. Riverside Dr	Dead End of W. Riverside Dr	0.3	19
S. Mountain View Dr	Intersection of S. Mountain View Dr and N. Mountain View Dr	Dead End of S. Mountain View Dr	0.06	22
N. Mountain View Dr	Intersection of N. Mountain View Dr and S. Mountain View Dr	Dead End of N. Mountain View Dr	0.2	22
Total Miles			4.09	

Main Rd



Ebarb Dr



North Loop Rd



McDaniel Dr



Riverside Dr



South Mountain View Dr



North Mountain View Dr



Exhibit A – Project 2 Design

Village of Ruidoso 2026 TPF (PFF)

The scope of the proposed project entails the design of approximately 4 miles of roadway and drainage improvements in the Upper Canyon area of Ruidoso, including improvements along Main Road and North Loop Road. The 2024 South Fork and Salt Fires destroyed a large portion of the groundcover from the watershed above Upper Canyon resulting in floods and landslides that severely damaged the roadways and utilities during heavy monsoon rainstorms in 2024 and 2025. This project aims to improve roads and drainage improvements in the Upper Canyon to accommodate increased tourism-related traffic, strengthen flood resilience, boost transportation safety.

Project Location- Total of 4 miles.

Street Names:

1. *Main Road*
2. *Ebarb Drive*
3. *North Loop Road*
4. *McDaniel Drive*
5. *Riverside Drive (East and West)*
6. *South Mountain View Drive*
7. *North Mountain View Drive*

Project Location	Project Termini: Beginning Intersection	Project Termini: Ending Intersection	Length in Miles	Width in Feet
Main Rd	Intersection of Main Rd and Upper Sudderth Dr Circle	Intersection of Main Rd and Reservation Line	2.5	26
Ebarb Dr	Intersection of Ebarb Dr and Main Rd	Intersection of Ebarb Dr and w. Redwood Dr	0.5	25
North Loop Rd	Intersection of North Loop Rd and Main Rd at Chestnut Ln	Intersection of North Loop Rd and 947 Main Rd	0.5	26
McDaniel Dr	Intersection of McDaniel Dr and Main Rd	Intersection of McDaniel Dr and Riverside Dr	0.03	18
Riverside Dr	Dead End of E. Riverside Dr	Dead End of W. Riverside Dr	0.3	19
S. Mountain View Dr	Intersection of S. Mountain View Dr and N. Mountain View Dr	Dead End of S. Mountain View Dr	0.06	22
N. Mountain View Dr	Intersection of N. Mountain View Dr and S. Mountain View Dr	Dead End of N. Mountain View Dr	0.2	22

Total Miles

4.09

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 9.

To:

Presenter(s): Levi Beaty, Public Works Director
Joshua Long, Assistant Public Works Director

Meeting Date: March 3, 2026

Re: Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of \$931,399.17 Including NMGRT.

Item Summary:

Discussion on Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of \$931,399.17 Including NMGRT.

Financial Impact:

The Village is currently in discussions with NMDHSEM to pay out of Legislative Appropriation A23ZH2521 which is to construct improvement to flood damaged roads, bridges, and infrastructure. The balance of this appropriation is \$379,743.45. The remaining amount will be out of the General Fund's Special Activities Department's Contract Services line item (101-791-52000).

Item Discussion:

The Village of Ruidoso was awarded New Mexico Department of Transportation Project Funds. The project scope includes: repaving, patching and permanent striping on Cree Meadows Drive (1 mile), Meander Drive (0.7 miles), and White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles.

This proposal will include 4" of additional patching on Cree Meadows Drive (1 miles), Meander Drive (0.7 miles), an White Mountain Meadows Drive (2.4 miles) for a total of 4.1 miles.

Recommendations:

To Discuss Agreement with CUTLER Repaving, Inc. through the New Mexico Statewide Price Agreement No. 30-80500-23-17018 for Pavement Patching on Cree Meadows Drive, Meander Drive, and White Mountain Meadows Drive in the Amount of \$931,399.17 Including NMGRT.

ATTACHMENTS:

DATE 2/25/2026
PROJECT Estimate for Patching
CUSTOMER Village of Ruidoso
CONTACT Ronald Sena
Description Patching 4" in various locations

3 combined roads (Cree Meadows Drive, Meander Drive, White Mountain Meadows)

Item No.	Description	Unit	Price	Quantity	Cost
76	Trucking Three axle dump	Ton/Mile	\$0.70	76,960	\$53,872.00
24	Patching	SY	\$90.00	6,636	\$597,240.00
9	Milling	SY/IN	\$3.00	0	\$0.00
15	Re-establish Permanent Centerline	LF	\$0.41	0	\$0.00
18	Rural traffic Control	Hour	\$275.00	60	\$16,500.00
13	Temporary Striping	LF	\$1.35	0	\$0.00
14	Temporary Tabs	Each	\$1.20	0	\$0.00
19	Flagging urban and rural	Hour	\$45.00	120	\$5,400.00
20	Sequential Arrow	Hour	\$30.00	0	\$0.00
22	Pilot Car	Hour	\$65.00	60	\$3,900.00
69	Asphalt Binder 70-22	ton	\$1,020.00	74	\$75,480.00
77	Hydrated Lime	ton	\$210.00	0	\$0.00
113	Hot Mix Asphalt SP-IV	ton	\$70.50	1,480	\$104,340.00
78	Polymer Emulsion	Ton	\$1,045.00	4	\$4,180.00
29	Mobilization	Miles	\$175.00	0	\$0.00
TOTAL					\$860,912.00
Ruidoso GRT			8.1875%		\$70,487.17
TOTAL					\$931,399.17

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 10.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: March 3, 2026

Re: Discussion on Award of ITB #2026-004B to DUB-L-EE, LLC for Two Rivers Water Intake and Transmission System.

Item Summary:

Discussion on Award of ITB #2026-004B to DUB-L-EE, LLC for Two Rivers Water Intake and Transmission System.

Financial Impact:

The project is a part of a Water Trust Board Grant/Loan and is budgeted in the SGRT Special Revenue Fund's Capital Outlay - Projects line item (202-211-53006 SG25002) in the amount of \$5,160,000.

Item Discussion:

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Two Rivers Water Intake and Transmission System for the Village of Ruidoso. Provide all labor, materials, equipment, installation, and related incidentals for complete installation and operation of the Two Rivers Raw Water Intake and Transmission System (Project).

Water Works Engineers LLC developed the bid specifications for this procurement. Legal Ads were placed in (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 1/8/25.

Thirty-eight (38) contractors drew down on the ITB from the Village of Ruidoso website. A non-mandatory pre-bid conference was held on 1/16/26 at 10:00AM via Zoom and at 313 Cree Meadows followed by a site visit. It was attended by one (1) potential bidder: DUB-L-EE, LLC.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Smithco Construction, Inc.

5) addenda were issued for answering bidders' questions and clarification on specifications
Bid Submission Deadline was 2/20/2026 at 3:00 pm.

One (1) bid was received:

DUB-L-EE, LLC

DUB-L-EE, LLC bid submittal was responsive and was the lowest bidder for Two Rivers Water

Intake and Transmission System.

DUB-L-EE, LLC submittal was very well prepared and met all requirements of this procurement.

Recommend the award of ITB 2026-004B for Two Rivers Water Intake and Transmission System to DUB-L-EE, LLC.

Recommendations:

To Discuss Award of ITB #2026-004B to DUB-L-EE, LLC for Two Rivers Water Intake and Transmission System.

ATTACHMENTS:

[ITB #2026-004B BID Opening Summary 2.20.26.pdf](#)

[ITB #2026-004B Bid Report 2.20.2026-VOR-SPARE-05.pdf](#)

Bid Opening Summary
ITB #2026-004B Two Rivers Intake and
Transmission System
Vendor: DUB-L-EE, LLC

Item#	Unit of Measurement	Description	Quantity	Unit Price	Total
1	Lump Sum	Mobilization/Demobilization	1	\$134,629.39	\$134,629.39
2	Lump Sum	Demolition	1	\$108,485.80	\$108,485.80
3	Lump Sum	Intake	1	\$244,428.82	\$244,428.82
4	Lump Sum	Pump Station	1	\$2,550,195.95	\$2,550,195.95
5	Linear Feet	Trenchless Pipeline Installation	72	\$5,699.10	\$410,335.20
6	Linear Feet	Open-cut Pipeline Installation	8,248		
		A- Segmental PVC C900	8,248	\$95.34	\$786,364.32
		B – Fusible PVC C900	0	\$0.00	\$0.00
7	Each	CAV Stations	3	\$45,271.23	\$135,813.69
8	LS	Pump Back Tie-In	1	\$43,672.44	\$43,672.44
9	LS	Site Civil	1	\$137,315.18	\$137,315.18

Base Bid Total \$4,551,240.78

Bid add Alternatives

10 BA	SF	Pavement Restoration – 2” mill and overlay	35,031	\$8.42	\$294,961.02
-------	----	--	--------	--------	--------------

A	Signed Cover Page of ITB	Pass/Fail
B	Appendix B - Letter of Transmittal Form	Pass/Fail
C	Appendix C - Cost Response Form	Pass/Fail
D	Appendix D - Options, Exceptions, or Variations	Pass/Fail
E	Appendix E - Affidavit of Non-Collusion	Pass/Fail
F	Appendix F - Preference Certification	Pass/Fail
G	Appendix G - Compliance with Regulatory Agencies	Pass/Fail
H	Appendix H - Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Pass/Fail
I	Appendix I – Campaign Contribution Disclosure Form	Pass/Fail
J	Appendix K - Bid Bond (5%)	Pass/Fail
K	Signed Addendum 1-5	Pass/Fail
L	NM Resident Preference (8% deduction)	870
M	NM Veterans Preference (10% deduction)	

Christy Cohen
Procurement Manager

02/20/2026

BID REPORT	
Invitation To Bid Title	Two Rivers Water Intake and Transmission System
ITB Number	2026-004B
Date of Report	2/20/2026
Budgeted Line Item	202-211-53006
Budgeted Amount	\$6,060,00.00
Author	Christy Coker, Purchasing Agent
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 BID process. The Bid Report will be:

- ☐ written by the purchasing lead or designee,
- ☐ approved by the requesting department,
- ☐ signed by the requesting department,
- ☐ And become part of the procurement file.

Section 1. ITB SCOPE OF SERVICES

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Two Rivers Water Intake and Transmission System for the Village of Ruidoso.

Provide all labor, materials, equipment, installation, and related incidentals for complete installation and operation of the Two Rivers Raw Water Intake and Transmission System (Project), as indicated in the following design documents:

- Volume 1 – Technical Specifications Divisions 01-46
- Volume 2 – Drawings
- Volume 3 – Basis of Design Report
 - Appendix A – Geotechnical Report
 - Appendix B – Biological, Cultural and Wetland Studies

The Village is conducting a single-award ITB. It is anticipated that the award under this ITB will result in a contract until final project closeout.

A full description of the scope of work is located in Appendix J of the ITB.

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

Water Works Engineers LLC developed the bid specifications for this procurement.

Legal Ads were placed in (3) newspapers: Ruidoso News, Las Cruces Sun News and the Albuquerque Journal on 1/8/25.

Thirty-eight (38) contractors drew down on the ITB from the Village of Ruidoso website.

A non-mandatory pre-bid conference was held on 1/16/26 at 10:00AM via Zoom and at 313 Cree Meadows followed by a site visit. It was attended by one (1) potential bidder: DUB-L-EE, LLC.

One (1) potential bidder submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Smithco Construction, Inc.

(5) addenda were issued for answering bidders' questions and clarification on specifications

Bid Submission Deadline was 2/20/2026 at 3:00 pm.

Section 3. SUMMARY OF BID OPENING:

One (1) bid was received:
DUB-L-EE, LLC

DUB-L-EE, LLC bid submittal was responsive and was the lowest bidder for Two Rivers Water Intake and Transmission System

Section 6. SUMMARY OF AWARD RECOMMENDATION

DUB-L-EE, LLC submittal was very well prepared and met all requirements of this procurement.

Recommend the award of ITB 2026-004B for Two Rivers Water Intake and Transmission System to DUB-L-EE, LLC.

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 11.

To:

Presenter(s): Jaquelyne Pena, Water Resource Manger

Meeting Date: March 3, 2026

Re: Discussion on Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of \$4,551,240.78.

Item Summary:

Discussion on Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of \$4,551,240.78.

Financial Impact:

The project is a part of a Water Trust Board Grant/Loan and is budgeted in the SGRT Special Revenue Fund's Capital Outlay - Projects line item (202-211-53006 SG25002) in the amount of \$5,160,000.

Item Discussion:

Provide all labor, materials, equipment, installation, and related incidentals for complete installation and operation of the Two Rivers Raw Water Intake and Transmission System (Project).

Recommendations:

To Discuss Agreement with DUB-L-EE, LLC for Two Rivers Intake and Transmission System, Awarded through ITB #2026-004B in the Amount of \$4,551,240.78.

ATTACHMENTS:

[ITB #2026-004B Contract.pdf](#)

SECTION 00 52 03

AGREEMENT FORM

THIS AGREEMENT is between Village of Ruidoso, (hereinafter called OWNER) and _____
_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK.

1.1 CONTRACTOR shall complete Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of the Two Rivers Intake and Transmission System

2. ENGINEER.

2.1 Water Works Engineers, LLC is hereinafter called ENGINEER and is to act as OWNER's representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIMES AND LIQUIDATED DAMAGES.

3.1 Contract Times:

3.1.1 CONTRACTOR will achieve Substantial Completion within 200 working days from the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 220 working days from the date when the Contract Times commence to run.

3.2 Liquidated Damages:

3.2.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500) for each day that expires after the time specified in paragraph

00 52 03 -1
Agreement Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
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February 2026
Bid Documents

Contract Times above, for Substantial Completion until the Work is substantially complete.

3.2.2 After Substantial Completion, if CONTRACTOR neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper OWNER-granted extension thereof, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.

3.2.3 OWNER shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by OWNER.

4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work and in accordance with the conformed Bid, which is included as an Exhibit to this Agreement, an amount equal to the sum of the amounts determined pursuant to the following:

4.1.1 TOTAL CONTRACT PRICE:

_____ Dollars

(Words)

and _____ Cents \$ _____

(Words)

(Figures)

5. RETAINAGE.

5.2 Not applicable. The parties agree there is no retainage.

6. CONTRACTOR'S REPRESENTATIONS.

6.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR's representations are as set forth as follows:

6.1.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

6.1.2 CONTRACTOR has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph 4.02 of the Supplementary Conditions of the extent of the technical data contained

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Agreement Form

Two Rivers Raw Water Intake and Transmission System

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in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents.

6.1.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

6.1.4 CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by paragraph 4.04 of the General Conditions.

6.1.5 CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.

6.1.6 CONTRACTOR has given ENGINEER written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

7. CONTRACT DOCUMENTS.

7.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined as follows:

Contract documents:

- Agreement Form – 00 52 03 (this Section)
- Addenda
- Contractor's bid form, bid bond, and documents submitted as part of the ITB
- Notice to Proceed
- Performance Bond
- Payment Bond
- Certificate of Insurance
- General Conditions – 00 72 03 (EJCDC-700)

00 52 03 -3
Agreement Form

Two Rivers Raw Water Intake and Transmission System

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- Supplementary Conditions – 00 73 03
- Volume 1 – Technical Specifications
Volume 2 – Drawings
Volume 3 – Basis of Design Report

8. COMPENSATION

8.1 Payment and Performance Bonds. CONTRACTOR shall furnish a Payment Bond Equal to 100% of the contract price. CONTRACTOR shall furnish a Performance Bond Equal to 100% of the contract price.

57-28-5. Payments; prompt pay required; withholding prohibited.

- A. Except as provided in Subsection B of this section, all construction contracts shall provide that payment for amounts due shall be paid within twenty-one days after the owner receives an undisputed request for payment. Payment by the owner to the contractor may be made by first-class mailing, electronic funds transfer or by hand delivery of the undisputed amount of a pay request based on work completed or service provided under the contract. If the owner fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the owner shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If an owner receives an improperly completed invoice, the owner shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.
- B. A local public body may make payment within forty-five days after submission of an undisputed request for payment when grant money is a source of funding, if:
- (1) the construction contract specifically provides in a clear and conspicuous manner for a payment later than twenty-one days after submission of an undisputed request for payment; and
 - (2) the following legend or substantially similar language setting forth the specified number of days appears in clear and conspicuous type on each page of the plans, including bid plans and construction plans:

"Notice of Extended Payment Provision

This contract allows the owner to make payment within 15 days after submission of an undisputed request for payment."

9. MISCELLANEOUS.

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written

00 52 03 -4
Agreement Form

Two Rivers Raw Water Intake and Transmission System
Village of Ruidoso
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consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

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

9.4 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

9.5 Applicable Law.

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

9.6 Records and Financial Audit.

00 52 03 -5
Agreement Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
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The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpoint each has been delivered to OWNER, CONTRACTOR, AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

00 52 03 -6
Agreement Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
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Bid Documents

OWNER _____

CONTRACTOR _____

By _____

By _____

Date _____

Date _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

00 52 03 -7
Agreement Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
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++ END OF SECTION ++

00 52 03 -8
Agreement Form

Two Rivers Raw Water Intake and Transmission System
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Bid Documents

SECTION 00 61 03
PERFORMANCE BOND FORM

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the laws of the State

of _____,

hereinafter called the SURETY, and authorized to transact business within the State of New Mexico, as SURETY, are held and firmly bound unto

_____ as OWNER (Obligee), in the sum of: _____

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract

hereto attached, with the OWNER, dated _____, 20____, for:

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guarantee required

00 61 03-1
Performance Bond Form

Two Rivers Raw Water Intake and Transmission System
Village of Ruidoso
WWE Project No. 24-015

February 2026
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under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20__.

_____, OWNER

The rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charged \$ _____

++ END OF SECTION ++

00 61 03-2
Performance Bond Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
WWE Project No. 24-015

February 2026
Bid Documents

SECTION 00 61 06
PAYMENT BOND FORM

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____

_____ a corporation duly organized and existing under and by virtue of the

laws of the State of _____,
hereinafter called the SURETY, and authorized to transact business
within the State of New Mexico, as SURETY, are held and firmly bound unto

_____ as OWNER (Obligee), in the sum of: _____

_____ Dollars (\$ _____),
lawful money of the United States of America, for the payment of which, well and truly be
made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract

hereto attached, with the OWNER, dated _____, for:

That, if said CONTRACTOR, his or its heirs, executors, administrators, successors or assigns,
or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or
amounts due under the Unemployment Insurance Code with respect to work or labor
performed by any such claimant, or for any amounts required to be deducted, withheld, and
paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and
his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with
respect to such work and labor that the Surety or Sureties will pay for the same, in an

00 61 06-1
Payment Bond Form

Two Rivers Raw Water Intake and Transmission System

Village of Ruidoso
WWE Project No. 24-015

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Bid Documents

amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Now therefore, if the CONTRACTOR shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, except that no change will be made which increases the total Contract amount more than 20 percent in excess of the original Contract amount without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this

instrument this _____ day of _____, 2026, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 20__.

_____, OWNER

The rate of premium on this bond is \$_____ per thousand.

Total amount of premium charged \$_____.

00 61 06-2
Payment Bond Form

Two Rivers Raw Water Intake and Transmission System
Village of Ruidoso
WWE Project No. 24-015

February 2026
Bid Documents

++ END OF SECTION ++

00 61 06-3
Payment Bond Form

Two Rivers Raw Water Intake and Transmission System
Village of Ruidoso
WWE Project No. 24-015

February 2026
Bid Documents

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00 61 06-4
Payment Bond Form

Two Rivers Raw Water Intake and Transmission System
Village of Ruidoso
WWE Project No. 24-015

February 2026
Bid Documents

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 73 03

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Contract Documents. All provisions that are not so amended or supplemented remain in full force and effect.

SC-1.01.A.20. Supplement paragraph 1.01.A.20 of the General Conditions as follows:

ENGINEER's Consultant(s): The person, firm(s) or corporation(s) named as such below:

1.01.A.20.a. Western Technologies, 8305 Washington Place NE, Albuquerque, NM 87113

1.01.A.20.b. Zia Engineering & Environmental, 755 S. Telshor Blvd, Suite Q210, Las Cruces, NM 88011

SC-1.01.A.28. Delete paragraph 1.01.A.29 of the General Conditions and replace it as follows:

1.01.A.29. *Notice to Proceed* – A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run.

SC-1.01.A.44. Supplement paragraph 1.01.A.43 of the General Conditions as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide OWNER the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of ENGINEER in accordance with the requirements of the Specifications.

SC-1.01.A.51. Add a new paragraph immediately following paragraph 1.01.A.51 of the General Conditions as follows:

1.01.A.51. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

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Supplementary Conditions

SC-2.02. Delete first sentence in paragraph 2.02.A of the General Conditions and insert the following in its place:

OWNER shall furnish to CONTRACTOR 10 copies of the Contract Documents and 3 copies of full-size Drawings.

SC-2.03.A. Delete the third sentence of paragraph 2.03.A *Commencement of Contract Times: Notice to Proceed* of the General Conditions in its entirety.

SC-2.04.A. Delete paragraph 2.04.A of the General Conditions and replace it as follows:

2.04 Starting the Work

- A. CONTRACTOR may start to perform off-site Work following the effective date of the Agreement but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

SC-2.05.C. Add the following immediately following Paragraph 2.05 of the General Conditions:

CONTRACTOR shall also have prepared CONTRACTOR's written plan for project-specific safety precautions and programs in accordance with Paragraph 6.13.

SC-3.01.A. Add the following immediately following Paragraph 3.01.A of the General Conditions:

In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order:

1. Agreement
2. Supplementary Conditions
3. General Conditions
4. Specifications – Division 01-46
5. Drawings
6. Bonds
7. CONTRACTOR's Bid

Written Amendments, Change Orders, Work Change Directives, Field Orders, ENGINEERS written interpretations and clarifications, Notice to Proceed and Addenda, in precedence listed, will take precedence over all other Contract Document components referenced therein. Figure dimensions on Drawings will take precedence over scale dimensions. Detailed Drawings will take precedence over general Drawings.

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Supplementary Conditions

SC-4.02.C. Add new paragraphs immediately after paragraph 4.02.B of the General Conditions as follows:

4.02.C. In preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants have utilized the following reports:

4.02.C.1. Geotechnical Evaluation Report, Western Technologies, 2025

4.02.D. These reports and drawings are not a part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR may rely as provided in paragraph 4.02.B of the general Conditions and as identified and established above are incorporated by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-4.03.A. Change paragraph 4.03.A of the General Conditions as follows:

Change the word "promptly" to "within 24 hours" wherever it appears in the paragraph.

SC-4.04.B.1. Change paragraph 4.04.B.1 of the General Conditions as follows:

Change the word "promptly" to "within 24 hours" wherever it appears in the paragraph.

SC-4.06.A. Supplement paragraph 4.06.A of the General Conditions as follows:

In preparing Drawings and Specifications, neither ENGINEER nor ENGINEER's Consultant utilized any reports or drawings relating to a Hazardous Environmental Condition.

SC-5.01. Add the following paragraph(s) immediately following paragraph 5.01 of the General Conditions:

5.01.1. The Bonds shall remain in effect at least 1 year after final payment is due; at all times thereafter when CONTRACTOR may be correcting, removing, or replacing *defective* Work in accordance with paragraph 13.06; or until the end of the guarantee period, whichever is later. The OWNER will not accept any bonds which shorten or attempt to shorten the statutory limitation periods.

5.01.2. The performance bond shall guarantee the faithful performance of the said Contract by the CONTRACTOR.

SC-5.02.A. Delete paragraph 5.02.A of the General Conditions and replace it as follows:

5.02.A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such

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additional requirements and qualifications as may be provided in the Supplementary Conditions.

SC-5.02.A. Supplement paragraph 5.02.A of the General Conditions as follows:

Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have a Best's rating of no less than A:VII, in addition to the other requirements specified herein.

SC-5.04.B.1. Supplement paragraph 5.04.B.1 of the General Conditions as follows:

Include the following parties or entities as additional insured:

5.04.B.1.a. Village of Ruidoso, 313 Cree Meadows Drive, Ruidoso, NM 88345

5.04.B.1.b. Water Works Engineers, its officers, agents and employees,
Corporate Office: 10165 E. Larkspur, Scottsdale, AZ 85260.

5.04.B.1.c. Western Technologies, 8305 Washington Place NE, Albuquerque,
NM 87113

5.04.B.1.d. Zia Engineering & Environmental, 755 S. Telshor Blvd, Suite
Q210, Las Cruces, NM 88011

SC-5.04.C. Add the following paragraph immediately following paragraph 5.04.B of the General Conditions:

5.04.C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04.C.1. Worker's compensation, disability benefits and other similar employee benefit acts, and damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees as provided in paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

5.04.C.1.a. State: Statutory.

5.04.C.1.b. Employer's Liability or "Stop-Gap": \$1,000,000

5.04.C.2. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions shall provide the following minimum limits and conditions:

5.04.C.2.a. General Aggregate \$1,000,000

5.04.C.2.b. Products-Completed Operations
Aggregate \$1,000,000

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5.04.C.2.c. Each Occurrence (bodily injury and property damage) \$1,000,000

5.04.C.2.d. Fire Damage (any one fire) \$250,000

5.04.C.2.e. Medical Expenses (any one person) \$5,000

5.04.C.2.f. Property Damage liability insurance will remove the explosion, collapse, and underground exclusion and provide broad form property damage coverage.

5.04.C.3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions, providing for Combined Single Limit (bodily injury and property damage) for owned, nonowned, rented, or hired vehicles \$1,000,000

5.04.C.4. Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:

5.04.C.4.a. Each Occurrence \$1,000,000

5.04.C.5. Additional coverages CONTRACTOR shall provide are as follows:

5.04.C.5.a. CONTRACTOR shall provide pollution liability insurance as follows:

General Aggregate \$1,000,000

Each Occurrence (Bodily Injury and property damage) \$1,000,000

5.04.C.5.b. OWNER's and CONTRACTOR's Protective Liability (OWNER as named insured with ENGINEER as additional insured) \$1,000,000

SC-5.06.A. Delete the first sentence of paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost therefore (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

SC-5.06.A.1. Supplement paragraph 5.06.A.1 of the General Conditions as follows:

OWNER shall provide a written list of names of all known entities to be named as additional insured on the property insurance. Any change or addition to the list shall be given in writing to CONTRACTOR at least 7 days prior to that entity performing Work at the site. Additional insured shall at least include all those listed in

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paragraph 5.04.B.1 of General Conditions and paragraph 5.04.B.1 of Supplementary Conditions.

SC-5.06.A.2. Supplement Paragraph 5.06.A.2 of the General Conditions as follows:

In addition to the above listed perils, the property insurance shall insure against flood, landslide or mudslide, boiler explosion, mechanical or electrical breakdown, failures and damage to electrical apparatus from electrical currents. Property insurance shall also insure against resultant damage from faulty workmanship or materials, errors in design, or operational testing and startup. Property insurance shall include no exclusions for foundations or underground piping.

SC-5.06.B. Delete paragraph 5.06.B of General Conditions in its entirety and insert the following in its place:

5.06.B. Boiler and machinery insurance is not required for this Project.

SC-5.06.B. Delete paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

5.06.B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as set forth below, which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or parties indicated in paragraph 5.04.B.1 of the Supplementary Conditions, all of whom shall be listed as additional insured:

5.06.B.1. General Aggregate	\$100,000
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SC-5.06.C. Delete paragraph 5.06.C of the General Conditions in its entirety and insert the following in its place:

5.06.C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.06.A and 5.06.B will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

SC-5.07.A. Change paragraph 5.07.A of the General Conditions as follows:

In the third sentence of Paragraph 5.07.A, add the words "during construction and thereafter" after the word "Work".

SC-5.07.A. Delete the last sentence of paragraph 5.07.A of the General Conditions in its entirety and insert the following in its place:

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by CONTRACTOR as trustee or otherwise payable under any policy so issued.

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SC-5.08.A. Delete paragraph 5.08.A of the General Conditions in its entirety and insert the following in its place:

5.08.A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. CONTRACTOR shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

SC-5.08.B. Delete paragraph 5.08.B of the General Conditions in its entirety and insert the following in its place:

5.08.B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

SC-5.10.A. Supplement paragraph 5.10.A of the General Conditions as follows:

The property insurance shall contain no partial occupancy restriction for utilization of the Project by OWNER for the purpose intended.

SC-6.01.B. Supplement paragraph 6.01.B of the General Conditions as follows:

If at any time during the Project, the superintendent leaves the Project site while Work is in progress, ENGINEER shall be notified and provided with the name of the CONTRACTOR's representative having responsible charge. CONTRACTOR shall also designate the person responsible for CONTRACTOR's quality control while Work is in progress. ENGINEER shall be notified in writing prior to any change in quality control representative assignment

SC-6.01.C. Add paragraph 6.01.C immediately following paragraph 6.01.B of the General Conditions as follows:

6.01.C. If any person employed by CONTRACTOR or any subcontractor shall fail or refuse to carry out the directions of the ENGINEER, or is, in the opinion of the ENGINEER, incompetent, unfaithful, intemperate or disorderly, or uses threatening or abusive language to any person on the Work representing OWNER, or is otherwise unsatisfactory, he or she shall be discharged immediately, and shall not again be employed on the Work except with the consent of the ENGINEER.

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SC-6.02.B. Supplement paragraph 6.02.B of the General Conditions as follows:

CONTRACTOR (and Subcontractor) regular working hours consist of 8 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., excluding Sundays and holidays. Overtime work is work in excess of 8 hours per day or 40 hours per week or work not within the regular working hours.

SC-6.02.C. Add the following paragraph immediately following paragraph 6.02.B of the General Conditions:

6.02.C. CONTRACTOR shall reimburse OWNER for ENGINEER's additional extraordinary costs, as determined by ENGINEER, for onsite personnel overtime work resulting from CONTRACTOR's overtime operations. Reimbursement shall be on the cost basis defined in paragraph 14.02.D. of these Supplementary Conditions.

SC-6.03.B. Change paragraph 6.03.B of the General Conditions as follows:

In the second sentence, change the word "Specifications" to "Contract Documents".

SC-6.05.A.1.a. Delete paragraph 6.05.A.1.a of the General Conditions and replace it as follows:

- a. in the exercise of reasonable judgement, ENGINEER determines that it is equivalent to or better than the product named in form, function, performance, reliability, quality, features, materials of construction, operation and maintenance cost, static and dynamic loads, general dimensional configuration, size weight and appearance, and;

SC-6.05.A.2.d. Supplement paragraph 6.05.A.2.d of the General Conditions as follows:

All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

SC-6.05.E. Supplement paragraph 6.05.E of the General Conditions as follows:

Reimbursement rates for ENGINEER or ENGINEER's Consultants for evaluation of proposed substitutes shall be on the basis as established in paragraph 14.02.D.4 of these Supplementary Conditions.

SC-6.06.A. Supplement paragraph 6.06.A of the General Conditions as follows:

CONTRACTOR shall perform a minimum of 50 percent of the onsite labor with its own employees.

SC-6.06.B. Supplement paragraph 6.06.B of the General Conditions as follows:

If any branch of Work equals one-half of one percent of the Total Contract Price, and is to be accomplished by persons or companies other than the General Contractor, these persons or companies will be considered a subcontractor and their names and addresses must be submitted with the Bid at the time of Bid.

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SC-6.08.A. Supplement paragraph 6.08.A of the General Conditions as follows:

For trenches or excavations 5 feet or deeper, CONTRACTOR shall obtain from the State Division of Occupational Safety and Health or as otherwise may be required, permit(s) authorizing such construction, prior to starting excavation Work required under the Contract Documents.

6.09.D. While not intended to be inclusive of all Laws or Regulations for which CONTRACTOR may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of CONTRACTOR:

SC-6.09.D. Add a new paragraph immediately after paragraph 6.09.C of the General Conditions as follows:

6.09.D. While not intended to be inclusive of all Laws or Regulations for which CONTRACTOR may be responsible under paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of CONTRACTOR:

6.09.D.3. Hours of Labor: Eight hours' labor constitutes a legal day's work. CONTRACTOR shall forfeit, as penalty to OWNER, \$25 for each worker employed in execution of the Work, by CONTRACTOR or by any Subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code.

6.09.D.4. Prevailing Wages and Payroll Records:

Wage Rates: All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable. A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>. The agency or local public body will request a wage rate determination from the DWS.

SC-6.11.A. Supplement paragraph 6.11.A of the General Conditions as follows:

CONTRACTOR shall not enter upon nor use property not under OWNER control until appropriate easements have been executed and a copy is on file at the site.

SC-6.13.C. Add new paragraphs immediately following paragraph 6.13.B of the General Conditions as follows:

6.13.C. Trench Safety System:

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6.13.C.1. CONTRACTOR shall prepare, as part of its safety precautions and programs plan, a Trench Safety System for trench excavation exceeding 5 feet in depth meeting the requirements of applicable local, state construction safety orders and federal requirements.

6.13.D. Construction Site Safety Inspections:

6.13.D.1. In accordance with generally accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the site, including safety of all persons and property during performance of the Work, and the CONTRACTOR shall comply fully with all local, state, and federal laws, rules, regulations, and orders relating to the safety of the public and workers.

6.13.D.2. The right of the OWNER to conduct construction review or inspection of the CONTRACTOR's performance is not intended to include review or inspection of the CONTRACTOR's safety measures in, on, or near the site. The OWNER and ENGINEER will coordinate the activities of the various contractors and entities working at the site and will provide information regarding site-wide safety coordination issues that will need to be included in the CONTRACTOR's site-specific safety and accident prevention plan.

6.13.D.3. The CONTRACTOR shall designate a safety representative for the Project who shall be responsible for the implementation and execution of the CONTRACTOR's safety plan. The safety representative shall attend weekly site safety coordination (tailgate) meetings.

6.13.D.4. Before any Work at the site is started, the CONTRACTOR shall have prepared and submitted to the ENGINEER a written plan for the Project-specific safety and accident prevention precautions and programs, complete with respect to procedures and actions that the CONTRACTOR intends CONTRACTOR and all parties and individuals that will be on the Work site to follow in order for the CONTRACTOR and all others to comply with all applicable laws and regulations. The CONTRACTOR's plan for safety precautions and programs shall have been approved by the CONTRACTOR's designated safety representative. The CONTRACTOR shall not be allowed to proceed with onsite activity until ENGINEER has received the plan.

6.13.D.5. The CONTRACTOR shall revise their plan for safety precautions and programs at appropriate times to reflect changes in the construction conditions, the Work, the CONTRACTOR's means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall disseminate the original plan and revisions to all parties and individuals that will be on the Work site.

6.13.D.6. The CONTRACTOR's plan for safety precautions and programs shall not require more stringent safety requirements, training, or other qualifications for all other than the CONTRACTOR sets forth for comparable

activity and responsibility of the CONTRACTOR, Subcontractors, and Suppliers, and their respective employees.

6.13.D.7. The CONTRACTOR shall submit to the ENGINEER, on a weekly basis, copies of all OSHA-required site records and training certificates.

6.13.D.8. While performing Work at the jobsite, CONTRACTOR personnel, or any tier, shall be identified with the employee's company name or logo affixed to either the employee's hardhat, identification badge, or alternative method approved by the ENGINEER.

6.13.D.9. The CONTRACTOR shall perform a safety inspection at the end of each working day to identify and correct any unsafe conditions prior to leaving the site.

6.13.D.10. Consideration and acceptance of the monthly application for payment by the ENGINEER shall require a monthly submission of the Construction Site Safety Inspection Report. This report shall be the result of an onsite OSHA consultation at the Work place. After receiving the onsite consultation from OSHA, the CONTRACTOR shall arrange monthly reviews of the site safety by independent consultants. Consultations shall include onsite walkthroughs to ensure the Work is being accomplished in a safe manner. The report shall address any job safety or health hazards. The CONTRACTOR is to correct in a timely manner, any reported hazard. The report shall include walkthrough checklist and field notes. A copy of the report shall be transmitted to the ENGINEER at the end of each month.

6.13.E. Incident Reporting:

6.13.E.1. CONTRACTOR shall notify the Resident Project Representative of any accident at the Work site within 24 hours of the event.

6.13.E.2. CONTRACTOR shall notify the Resident Project Representative of any OSHA complaints and/or inspections at the Work site within 24 hours.

SC-6.17.E.1. Change paragraph 6.17.E.1 of the General Conditions as follows:

Delete the first sentence and replace with "ENGINEER will review all shop drawings and Samples in accordance with the schedule of shop drawings and samples as acceptable to the ENGINEER. Specifics regarding review times are included in the Specifications."

SC-6.17.F.2. Add paragraph 6.17.F.2 immediately following paragraph 6.17.F.1 of the General Conditions as follows:

6.17.F.2. Excessive submittal resubmission: ENGINEER will record time required by ENGINEER for excessive submittal review occasioned by CONTRACTOR's resubmission, in excess of one resubmission of a required submittal, caused by unverified, unchecked, unreviewed, incomplete, inaccurate or erroneous or nonconforming submittals. Upon receipt of ENGINEER's accounting of time and

costs, CONTRACTOR will reimburse OWNER for the charges of ENGINEER review for excessive resubmission through set-offs from the recommended OWNER payments to CONTRACTOR as established in paragraph 14.02.D.4 of these Supplementary Conditions.

SC-7.01.D. through 7.01.F. Add new paragraphs immediately following paragraph 7.01.C of the General Conditions as follows:

7.01.D. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of or resulting from CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, or ENGINEER's Consultants or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, and ENGINEER's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them to the extent based on a claim caused by, arising out of, or resulting from CONTRACTOR's performance of the Work.

7.01.E. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

7.01.F. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultants or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are their respective responsibilities.

SC-8.06. Delete paragraph 8.06 of the General Conditions in its entirety.

SC-9.03.B. through 9.03.D. Add new paragraphs immediately following paragraph 9.03.A of the General Conditions as follows:

9.03.B. The Resident Project Representative (RPR) will be furnished by ENGINEER. The responsibilities, authority, and limitations of the RPR are limited to those of ENGINEER in accordance with paragraph 9.10 of the General Conditions and as set forth elsewhere in the Contract Documents and are further limited and described below.

9.03.C. Responsibilities and Authority:

9.03.C.1. Schedules: Review and monitor the progress schedule, schedule of submittals submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

9.03.C.2. Conferences and Meetings: Conduct or attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.

9.03.C.3. Liaison: (i) Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's onsite operations; (iii) assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

9.03.C.4. Submittals: Receive submittals which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work or arrival of Products at site, when recognized, requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

9.03.C.5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform ENGINEER and CONTRACTOR whenever RPR believes that any Work is defective; (iii) advise ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; (v) and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups; and (vi) accompany visiting

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inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9.03.C.6. Interpretation of Contract Documents: Inform ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.03.C.7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and provide recommendations to ENGINEER; transmit to CONTRACTOR the decisions issued by ENGINEER.

9.03.C.8. Records: (i) Maintain at the site files for correspondence, conference records, submittals including shop drawings and samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, ENGINEER's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent site conditions, activities, decisions and events.

9.03.C.9. Reports: (i) Furnish ENGINEER periodic reports of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of submittals submissions; (ii) consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from CONTRACTOR as appropriate.

9.03.C.10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.03.C.11. Certificates, Maintenance and Operation Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

9.03.C.12. Substantial Completion: (i) Conduct an inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a list of items to be completed or corrected; (ii) submit to ENGINEER a list of observed items requiring completion or correction.

9.03.C.13. Completion: (i) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR; and (ii) notify CONTRACTOR and

ENGINEER in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by OWNER and make recommendations to ENGINEER concerning acceptance.

9.03.D. Limitations of Authority: Resident Project Representative will not:

9.03.D.1. have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER; or

9.03.D.2. undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent; or

9.03.D.3. accept submittals from anyone other than CONTRACTOR; or

9.03.D.4. authorize OWNER to occupy the Project in whole or in part; or

9.03.D.5. participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-9.10.F. Add a new paragraph immediately after paragraph 9.10.E of the General Conditions as follows:

9.10.F. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against ENGINEER, its officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by ENGINEER.

SC-10.05.A. Change paragraph 10.05.A of the General Conditions as follows:

Line 4: replace "(but in no event later than 30 days)" with "(but in no event later than 24 hours)"

Line 9: replace "within 60 days" to "within 20 days"

Line 22: replace "within 30 days" to "within 10 days"

SC-10.05.B. Delete paragraph 10.05.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

10.05.B. *ENGINEER's Decision and Executive Negotiation:*

10.05.B.1. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless within 10 days after issuance of ENGINEER's written

decision, either party appeals the decision by giving the other party and ENGINEER written notice of request for executive negotiation.

10.05.B.2. *Executive Negotiation:*

10.05.B.2.a. Within 10 days of the delivery of notice of appeal to ENGINEER's written decision regarding Claim, dispute or other matter, senior representatives of at least OWNER and CONTRACTOR, having authority to settle the dispute, and ENGINEER shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

10.05.B.2.b. In the event a mutually acceptable decision cannot be reached through executive negotiation within 20 days of the appealing party's notice, or mutually agreeable longer period, or if the party receiving such notice will not meet within 10 days, OWNER or CONTRACTOR may make a written declaration, delivered to the other party and ENGINEER, that the executive negotiation is deemed unsuccessful and may initiate further dispute resolution measures in accordance with Article 16.

10.05.B.2.c. If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to further appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date upon which the executive negotiation has been declared unsuccessful, or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

SC-11.03.C. Delete paragraph 11.03.C of the General Conditions in its entirety and insert the following in its place.

11.03.C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1. if the total cost of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price at the time of award and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

11.03.C.2. if there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3. if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity

variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-12.01.B.2. Delete paragraph 12.01.B.2 of the General Conditions and replace it as follows:

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by another mutually agreed on payment basis, including Lump Sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2), or new unit price items not necessarily derived in accordance with Article 11.

SC-13.03.B. Delete paragraph 13.03.B of the General Conditions, and its subparagraphs, in its entirety and insert the following in its place:

13.03.B. CONTRACTOR shall employ an independent testing laboratory or testing agency and shall be responsible for arranging and shall pay for all specified tests, inspections, and approvals required for OWNER's and ENGINEER's acceptance of the Work at the site.

SC-13.07.C. Supplement paragraph 13.07.C of the General Conditions as follows:

Repetitive malfunction of an equipment or product item shall be cause for replacement and an extension of the correction period to a date one year following acceptable replacement. A repetitive malfunction shall be defined as the third failure of an equipment or product item following original acceptance.

SC-14.02.C.1. Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

14.02.C.1. Ninety days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due will be paid by OWNER to CONTRACTOR.

SC-14.02.D.4. Add a new paragraph immediately after paragraph 14.02.D.3 of the General Conditions as follows:

14.02.D.4. items entitling OWNER to retain set-offs from the amount recommended, including but not limited to:

14.02.D.4.a. OWNER compensation to ENGINEER at an estimated average rate of \$120 per each extra personnel hour for labor plus expenses because of the following CONTRACTOR-caused events:

14.02.D.4.a.1. witnessing retesting of corrected or replaced defective Work;

00 73 03 -17
Supplementary Conditions

14.02.D.4.a.2. delays necessitating a time extension for the performance of ENGINEER's services;

14.02.D.4.a.3. Submittal review in excess of two reviews by ENGINEER for substantially the same submittal;

14.02.D.4.a.4. evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;

14.02.D.4.a.5. overtime worked by CONTRACTOR necessitating ENGINEER, ENGINEER's Consultant, Resident Project Representative or Resident Project Representative's site staff, if any, to work extraordinary overtime. Such overtime would not have been contemplated by OWNER at time of Bid opening; or

14.02.D.4.b. liability for liquidated damages incurred by CONTRACTOR as set forth in the Agreement.

SC-14.04 Delete paragraph 14.04 of the General Conditions and replace it as follows:

14.04. Work shall be Substantially Complete at the time of final payment and acceptance. No interim Substantial Completion will be considered.

SC-14.07.A.2. Change paragraph 14.07.A.2 of the General Conditions as follows:

Replace the word "lien" with the words "stop notice" wherever it appears in the paragraph.

SC-14.07.A.3. Change paragraph 14.07.A.3 of the General Conditions as follows:

Replace the word "lien" with the words "stop notice" wherever it appears in the paragraph.

SC-14.07.C.1. Change paragraph 14.07.C.1 of the General Conditions as follows:

Replace the word "Thirty" with the word "Sixty" in the first sentence.

SC-16.01.B. Add new paragraphs immediately following paragraph 16.01.A of the General Conditions as follows:

16.01.B. *Mediation and Nonbinding Arbitration:*

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

SC-17.02.B. Add paragraph 17.02.B immediately following paragraph 17.02.A of the General Conditions as follows:

- A. Any reference to a day in the Contract Documents is a calendar day of twenty-four hours measured from midnight to the next midnight unless otherwise specifically defined.

SC-17.06 Add a new paragraph immediately following paragraph 17.05 of the General Conditions as follows:

17.06 Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within 24 hours of the first observance of such injury or damage. The provisions of this paragraph 17.06 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose. Contractors, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the ENGINEER, their officers, employees, affiliated corporations, and subcontractors, for any claim arising out of, in connection with , or resulting from the engineering services performed. Only the OWNER will be the beneficiary of any undertaking by the ENGINEER or and their consultants.

++ END OF SECTION ++

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Supplementary Conditions

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Supplementary Conditions

Signed Cover Page



INVITATION TO BID (ITB)

ITB Name: **TWO RIVERS WATER INTAKE AND TRANSMISSION SYSTEM**

ITB Number: **2026-004B**

Bids Due No Later Than:

Date: **February 5, 2026**, Time: **3:00 pm local time**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**

To occur immediately following due date/time

Return Bid To:

Village of Ruidoso

Purchasing Department

313 Cree Meadows Drive

Ruidoso, NM 88345

If you have questions regarding this ITB please contact:

Procurement Manager

Telephone No.: **575-258-4343**

Email: purchasing@ruidoso-nm.gov

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

Company Name: DUB-L-EE, LLC. Address: 98 HWY 66 East Albuquerque, NM 87123

DBA (if applicable): _____

Co. Email: Mlam@dub-l-ee.com Co. Phone No. 505.292.1684

NM Gross Receipts Tax # (CRS): 03-241348-003 Federal Tax ID #: 45-4953530

Payment terms: 30 net (Discount will not be considered in computing the low bid, see "Terms and Conditions")

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

Authorized Signature: _____

Print or Type Name: Eddie J. Saiz, Vice President

Signatory Email: ejr@dub-l-ee.com

Phone No.: 505.292.1684

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

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

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

Signed Letter of Transmittal Form

2026-004B

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB #2026-004B Two Rivers Water Intake and Transmission System

Bidder Name: DUB-L-EE, LLC. **FED ID#:** 45-4953530

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

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

DUB-L-EE, LLC

98 HWY 66 East Albuquerque, NM 87123

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

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com **Telephone Number:** 505.292.1684

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

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com **Telephone Number:** 505.292.1684

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

Name: Eddie J. Saiz

Title: Vice President

E-Mail Address: ejr@dub-l-ee.com **Telephone Number:** 505.292.1684

5. Use of Sub-Contractors (Select one)

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

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

ITB #2026-004B
Two Rivers Water Intake and Transmission
System

APPENDIX B – PAGE 2

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

A&S Enterprises - Electrical , LT Surveying- Survey, GeoMat- Material Testing, DH Underground -
Jack and Bore, Caldon - Seeding and SWPPP, Road Safe - Traffic Control, Riley Industrial -Coating

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

NA

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

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

Addendum # 1 Dated: 1.20.2026 Addendum # 3 Dated: 2.5.2026
Addendum # 2 Dated: 1.30.2026 Addendum # 4 Dated: 2.6.2026
Addendum #5 Dated 2.13.2026



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

2.20.2026

Date

Completed Cost Response Form

ITB #2026-004B**Two Rivers Water Intake and Transmission System****APPENDIX C – COST RESPONSE FORM**

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

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

ITB #2026-004B
Two Rivers Water Intake and Transmission System
APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to supply ITB #2026-004B Two Rivers Raw Water Intake and Transmission System on a Village wide basis in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Unit of Measurement	Description	Quantity	Unit Price	Total
1	Lump Sum	Mobilization/Demobilization	1	\$134,629.38	\$134,629.38
2	Lump Sum	Demolition	1	\$108,485.80	\$108,485.80
3	Lump Sum	Intake	1	\$244,428.82	\$244,428.82
4	Lump Sum	Pump Station	1	\$2,550,195.95	\$2,550,195.95
5	Linear Feet	Trenchless Pipeline Installation	72	\$5,699.10	\$410,335.20
6	Linear Feet	Open-cut Pipeline Installation	8,248		
		A- Segmental PVC C900	8,248	\$95.34	\$786,364.32
		B – Fusible PVC C900	0	\$0.00	\$0.00
7	Each	CAV Stations	3	\$45,271.23	\$135,813.69
8	LS	Pump Back Tie-In	1	\$43,672.44	\$43,672.44
9	LS	Site Civil	1	\$137,315.18	\$137,315.18
Base Bid Total					\$4,551,240.78
Bid add Alternatives					
10 BA	SF	Pavement Restoration – 2” mill and overlay	35,031	\$8.42	\$294,961.02

Notes: 1. See Section 01 29 03 for Description of Bid Items and Schedule of Costs.

2. For Bid Item 6, Bidder may choose to bid on either pipe material alternatives, or a combination of both, provided that the total combined linear footage does not exceed the total quantity.

3. **Base Bid Total** will be used in the evaluation and selection process. The Village reserves the right to include Bid Item 10 BA in the construction contract at their sole discretion.

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

OPTIONS, EXCEPTIONS, OR VARIATIONS

ITB #2026-004B

Two Rivers Water Intake and Transmission System

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

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

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2026-004B" and include with bid.

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



SignatureEddie J. Saiz, Vice President

Printed Name and Title



Affidavit of Non-Collusion

Two Rivers Water Intake and Transmission System

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

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

I further state that:

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


Authorized Signature

2.20.2026

Date

Eddie J. Saiz, Vice President

Printed Name



New Mexico Preference Certificate

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

DUB-L-EE, LLC. (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

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

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

\$ _____

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

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



Eddie J. Saiz, Vice President

(Signature of Business Representative) *

2.20.2026

(Date)

*Must be an authorized signatory for the Business.

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



STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: DUB-L-EE LLC

DBA: DUB-L-EE LLC
98 HIGHWAY 66 E
ALBUQUERQUE, NM 87123-9587

Expires: 18-Jul-2026

Certificate Number:

L0419111536



Stephanie Scharon Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Compliance with Regulatory Agencies

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm, during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? ☒ Yes ☐ No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because of violations? ☒ Yes ☐ No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name Eddie J. Saiz Title Vice President
Signature  Date 2.20.2026

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

ITB #2026-004B

Two Rivers Water Intake and Transmission System

**APPENDIX H- CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

Have not within a three year period preceding this bid been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

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

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

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

Eddie J. Saiz, Vice President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

2.20.2026

Date



Campaign Contribution Disclosure Form

ITB #2026-004B

Two Rivers Water Intake and Transmission System

**APPENDIX I- 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 contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state 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 contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT 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 contractor is submitting a competitive sealed Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

"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.

ITB #2026-004B

Two Rivers Water Intake and Transmission System

"Pendency of the procurement process" means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: NONE MADE

Relation to Prospective Contractor: NONE MADE

Name of Applicable Public Official: NONE MADE

Date Contribution(s) Made: NONE MADE

Amount(s) of Contribution(s):

Nature of Contribution(s): NONE MADE

Purpose of Contribution(s): NONE MADE

(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

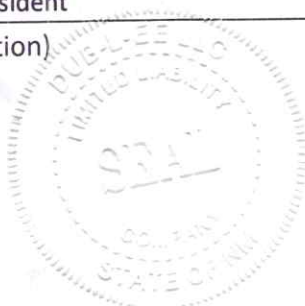
Eddie J. Saiz

2.20.2026

Date

Vice President

Title (Position)



Executed Bid Bond

ITB #2026-004B
Two Rivers Water Intake and Transmission System

APPENDIX K – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, DUB-L-EE LLC, hereinafter called the "Principal," as Principal, and Amerisure Mutual Insurance Company, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Village," in the sum of five percent (5%) of Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THE ABOVE OBLIGATED IS SUCH THAT, WHEREAS, Principal has submitted a Bid for:

Two Rivers Water Intake and Transmission System; ITB No. 2026-004B; Ruidoso, NM

NOW, THEREFORE, if the Village shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Village in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS OF WHEREOF, we have hereunto set our hands this 6th day of February, 2026

PRINCIPAL:

SURETY:

DUB-L-EE LLC

Name of firm

Eddie J. Saiz
Signature

Eddie J. Saiz
Printed Name

Vice President
Title

Amerisure Mutual Insurance Company

Name of firm

Susan D. Martin
Signature

Susan D. Martin
Printed Name

Attorney-in-fact
Title

Address For Notices:

P.O. Box 9098

Farmington Hills, MI 48333-9098

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Susan D. Martin**

Bid Bond

DUB-L-EE LLC.

Village of Ruidoso

of HUB International Insurance Services, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

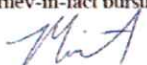
This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

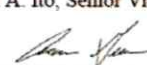
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: 
Michael A. Ito, Senior Vice President Surety

By: 
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of October, 2025.

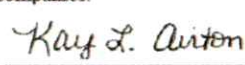
**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Michigan
County of Oakland

On this 31st day of October, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND


Kay Airtion, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of February, 2026.


Christopher M. Spaude, Chief Financial Officer & Treasurer

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: **DUB-L-EE LLC**
PERMANENT LICENSE #373895

Located at: **98 HIGHWAY 66 EAST, ALBUQUERQUE, NM 87123**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GA02, GA03, GB98, GF09, MM98

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

04/12/2012


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
CONSTRUCTION INDUSTRIES DIVISION

DUB-L-EE LLC

LICENSE NUMBER

373895

Qualifying Party(S)

GABALDON JEROME

SAIZ EDDIE

SAIZ EDDIE

EXPIRES

04/30/2027

CLASSIFICATION(S)

GEN. BLDG. GEN. BLDG.

GEN. BLDG.



Reg. 24
DIRECTOR

Certificate of Contractor Registration



This is to certify that

DUB-L-EE LLC

98 HIGHWAY 66 E

ALBUQUERQUE, NM, 87123-9587

has registered with the Department of Workforce Solutions

Registration Date: 1/15/2024

Registration Number: 1746820150218

**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.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



NEW MEXICO PUBLIC REGULATION COMMISSION

Certificate Of Organization

OF

DUB-L-EE LLC

4568001

The Public Regulation Commission certifies that the Articles Of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

(53-19-1 To 53-19-74 NMSA 1978)

have been received by it and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate Of Organization and attaches hereto a duplicate of the Articles Of Organization.

Dated : **April 3, 2012**

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the city of Santa Fe.

Stacy Starr-Garcia

Bureau Chief

Patrick H. Lyons

Chairman

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 12.

To:

Presenter(s): Levi Beaty, Public Works Director
Joshua Long, Assistant Public Works Director

Meeting Date: March 3, 2026

Re: Discussion on Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of \$201,847.89 Including NMGRT.

Item Summary:

Discussion on Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of \$201,847.89 Including NMGRT.

Financial Impact:

The project will be budgeted in the General Capital Improvements Fund's Capital Outlay - Projects line item (320-302-53006 GCIP22005). Part of the project will be paid from NMDOT TPF Project No. LP20014 (\$114,897.00) and the remaining balance of \$86,951.00 will be paid out of General Fund.

Item Discussion:

Rymarc Construction, Inc. proposes to accomplish the following items of work per site visit:
Project Scope: Provide traffic control plan for approval. Mark areas of excavation and call in a NM 1- call. Due to the complexity of the work, Paradise Canyon Road will have to be closed to any through traffic. We will open the roadway to full traffic from Friday afternoons thru the weekend. Mobilize Heavy Equipment to project site. Set up Traffic Control. Import fractured large rocks, 2'x2'x3' up to 3'x3'x4' utilizing Semi truck with flat bed trailer. Excavate below stream bed and set fractured rocks in place, after the second course of rocks are placed, order and place 3,000 PSI concrete between the back of the fractured rock and the existing bank that is deteriorating. Set an additional 2- courses and place concrete between existing bank and back of large rocks, continue this method until the void is completely filled to just below the top of roadway, maintain positive drainage from roadway to creek. 3- areas Identified per the Village of Ruidoso. Approx 264 linear feet of area to stabilize. Once project is complete, clean up, sweep roadway, open to traffic.

Recommendations:

To Discuss Proposal from Rymarc Construction Inc., for the Paradise Canyon Roadway and Shoulder Stabilization Project, Adding Rock and Concrete to Rehabilitate Existing Bank, Utilizing NM GSD Statewide Price Agreement #30-00000-23-00070 in the Amount of \$201,847.89 Including NMGRT.

ATTACHMENTS:

[Rymarc Construction Paradise Canyon Shoulder Stabilization Estimate Breakdown.pdf](#)

[Rymarc Construction Paradise Canyon Shoulder Stabilization Proposal.pdf](#)

Rymarc Construction, Inc.

Construction Cost Estimate Breakdown

2/26/2026

Emergency Work For Paradise Canyon Shoulder Stabilization Project

ITEM	ITEM DESCRIPTION	LABOR RATE	LABOR HOUR	LABOR TOTAL	EQUIP RATE	EQUIP HOUR	EQUIP TOTAL	Lump Sum	BARE TOTAL
1	<u>Mobilization- Equipment, Labor and materials</u>			-			-	16,500.00	16,500.00
2	<u>Labor</u>								
	Superintendent	50.00	80	4,000.00			-		4,000.00
	Foreman	50.00	160	8,000.00			-		8,000.00
	Equipment operator (2x 49.00 = \$ 98.00)	98.00	160	15,680.00			-		15,680.00
	Laborer (3x 33.00 = 99.00)	99.00	160	15,840.00			-		15,840.00
3	<u>Heavy Equipment</u>			-	195.00	135	26,325.00		26,325.00
4	<u>Materials - Delivered to job site</u>								
	Boulders from 2'x2'x4' up to 3'x3'x4' total 150 Pieces delivered to site			-			-	28,800.00	28,800.00
	3,000 PSI Concrete to set/cast boulders in place			-			-	30,695.00	30,695.00
	Miscellaneous Fill materials as required			-			-	1,250.00	1,250.00
5	<u>Traffic Control</u> , design, Devices, Set up/Remove, Daily Maintenance							10,595.00	10,595.00
	Total		560	43,520.00		135	26,325.00	87,840.00	157,685.00
							Overhead	8%	12,614.80
									170,299.80
							Profit	8%	13,623.98
									183,923.78
							BOND	1.44%	2,648.50
									186,572.29
							NMGRT	8.1875%	15,275.61
							TOTAL		201,847.89

RYMARC CONSTRUCTION, INC.

3440 Princeton Drive NE
Albuquerque, NM 87107

February 26, 2026

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

RE: Emergency Work For Paradise Canyon Shoulder Stabilization Work

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

Project Scope:

Provide traffic control plan for approval. Mark areas of excavation and call in a NM 1- call. Due to the complexity of the work, Paradise Canyon Road will have to be closed to any through traffic. We will open the roadway to full traffic from Friday afternoons thru the weekend. Mobilize Heavy Equipment to project site. Set up Traffic Control. Import fractured large rocks, 2'x2'x3' up to 3'x3'x4' utilizing Semi truck with flat bed trailer. Excavate below stream bed and set fractured rocks in place, after the second course of rocks are placed, order and place 3,000 PSI concrete between the back of the fractured rock and the existing bank that is deteriorating. Set an additional 2- courses and place concrete between existing bank and back of large rocks, continue this method until the void is completely filled to just below the top of roadway, maintain positive drainage from roadway to creek. 3- areas Identified per the Village of Ruidoso. Approx 264 linear Feet of area to stabilize. Once project is complete, clean up, sweep roadway, open to traffic.

Mobilization	\$ 16,500.00
Labor	\$ 43,520.00
Equipment	\$ 26,325.00
Traffic Control	\$ 9,595.00
Materials	<u>\$61,745.00</u>
Total	\$157,685.00

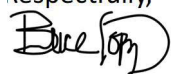
Overhead 8%	\$12,614.80
Profit 8%	\$13,623.98
Bond @ 1.44%	\$ 2,648.50
NMGRT 8.1875%	<u>\$ 15,275.61</u>
Total	\$ 201,847.89

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

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

Please feel free to contact me at 575-781-0508, should you have questions on this proposal.

Respectfully,



Bruce Lopez, President

Accepted by: _____

Name, Title

Date