

**VILLAGE OF RUIDOSO/CITY OF RUIDOSO DOWNS
RWWTP - JOINT USE BOARD**

AGENDA INDEX
RESCHEDULED REGULAR MEETING
APRIL 19, 2016 AT 10:00 A.M.

VILLAGE HALL
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345

CALL TO ORDER.

ROLL CALL.

APPROVAL OF AGENDA.

PUBLIC INPUT.

REGULAR ITEMS.

PAGE

- | | | |
|----|---|---|
| 1. | Approval of February 17, 2016 Regular Meeting Minutes. | 1 |
| 2. | Discussion and Possible Action on Transfer of Assignment Agreement from GEI Consultants, Inc. to Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso. | 5 |

REPORTS FROM BOARD MEMBERS.

CLOSED SESSION.

ADJOURNMENT.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2016-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.



AGENDA MEMORANDUM

RWWTP - Joint Use Board

To: Joint Use Board Members

From: Bertha Randolph, CMC
Deputy Clerk

Date: April 19, 2016

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

1

Re: Discussion and Possible Action to Approve Minutes for February 17, 2016 Regular Meeting.

Item Summary:

Discussion and Possible Action to Approve:
February 17, 2016 Regular Meeting.

<u>Fund:</u>	N/A	<u>Line Item:</u>	N/A	<u>Budgeted Amount:</u>	N/A	<u>Available Balance:</u>	N/A
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Item Discussion:

(See Item Summary)

Recommendations:

Approve Minutes for February 17, 2016 Regular Meeting.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos

Bertha De Los Santos, CMC

Deputy Clerk

(Received on: 4/14/16 11:00 am)
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
FEBRUARY 17, 2016**

Chair Lynn Crawford, Mayor Pro Tem (Alternate) called the regular meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 10:00 a.m. Members Joe Eby, Village of Ruidoso Councilor (Alternate), and Dale Graham, City of Ruidoso Downs Interim Public Works Director were recorded present. Members Tom Battin, Village of Ruidoso Mayor, Gary Williams, City of Ruidoso Downs Mayor, and John Cornelius, Village of Ruidoso Councilor were recorded absent. Village of Ruidoso employees present were Debra Lynne Lee, Village Manager, Ronald L. Sena, Deputy Manager; Bertha De Los Santos, Deputy Clerk; and Bobby Snowden, Regional Wastewater Treatment Plant Director. There was no Village of Ruidoso legal counsel present. There was no City of Ruidoso Downs Legal Counsel present. There were approximately 3 visitors present.

APPROVAL OF AGENDA:

Dale Graham moved to approve the agenda as presented. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

PUBLIC INPUT:

There was no Public Input.

REGULAR ITEMS:

Discussion and Possible Action on Approval of January 13, 2016 Regular Meeting Minutes. Dale Graham moved to approve January 13, 2016 regular meeting minutes. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

Presentation by Clayton Ten Eyck, P.E., with Molzen-Corbin & Associates, on Affordability of a Wastewater Treatment Plant Upgrade for Total Nitrogen Removal. Clayton Ten Eyck provided a PowerPoint presentation on the following: Affordability of a Wastewater Treatment Plant Upgrade for Total Nitrogen Removal; Background; Ruidoso WWTP MBR Process Schematic; Permitting and Performance; Optimization – BioWin Modeling; Optimization – BioWin Modeling Conclusions; Technologies for TN Removal; Reverse Osmosis; RO Facilities; Cost Estimate – RO; Analysis of TN Loading Reduction; Comparison of Project Costs & TN Reduction Potential for RO Treatment vs. Sewering Onsite Systems; EPA Affordability Analysis; Proposed Project; and Conclusions & Recommendations.

Mr. Ten Eyck stated the following: Reverse Osmosis would be necessary to decrease total nitrogen less than 1.0; a possible alternative would be to remove nitrogen from a nonpoint source; there were other upgrades that the Village had to look at to keep up with future projects and operation and maintenance; conversations needed to continue with the New Mexico Environment Department; and the Village was in a tough position, since the situation kept changing.

Councilor Eby stated the Village would be more cost effective by hooking customers with septic

tanks onto the sewer system.

Report on Status of the Sewer Line Relocation Project. Derek Belka, Engineer with Molzen-Corbin and Associates, provided a PowerPoint presentation on the following: Village of Ruidoso Sewer Collection System Master Plan Project Update; Purpose and Scope; Project Completion to Date; Collection System Layout; Determining Onsite System Locations; and Onsite System.

Mr. Belka stated the following: Fourteen lift stations were inspected in May 2015; interviews with staff were conducted; physical and flow data from the system were collected; all the information collected was put into a software program, they went through historical billing records, and information was collected from the treatment plant and the collection system model that was culminated in December 2015; the Village kept good records of where water and sewer connections were; all data collected was reviewed to determine on-site system locations; there were 1,450 properties with septic tanks and out of those, 530 of them were within 500 feet from the Rio Ruidoso River; Huitt-Zollars, Inc. was preparing a Water Master Plan and would use the same population projections; they would finalize everything considering the Village's interests; and a draft of the Water Master Plan would be submitted to the Village for review and comments.

Bobby Snowden stated, if customers were not hooked up to the sewer system, the river would never be cleaned up.

REPORTS FROM BOARD MEMBERS:

There were no Reports from Board Members.

CLOSED SESSION:

Dale Graham moved to recess into closed session for:

- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Regional Wastewater Treatment Plant Joint Use Board is or may become a participant. §10-15-1.H.7, NMSA 1978.
 - ▶ Nutrient Effluent Limits in the NPDES Permit for the Wastewater Treatment Plant.

Any action taken as a result of closed session will be brought back into open session. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

Chair Crawford recessed the regular session at and convened the closed session at 10:59 a.m.

Present in closed session were members of the Joint Use Board. Others present included, Debra Lynne Lee, Ronald L. Sena, Bobby Snowden; Bertha De Los Santos, and Rafael "Rifle" Salas.

Chair Crawford adjourned the closed session and reconvened the regular session at 11:22 a.m.

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

Councilor Eby moved to approve Task Order No. 2 Between the Regional Wastewater Treatment Plant Joint Use Board and GEI Consultants, Inc. to Develop a Use Attainability Analysis for the Rio Ruidoso Downstream of the U.S. Highway 70 Bridge, in an Amount not to

Exceed \$18,981.00, Excluding Gross Receipts Tax. Dale Graham seconded and the motion carried with a roll call vote of all ayes.

ADJOURNMENT:

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chair Crawford adjourned the regular meeting at 11:24 a.m.

MINUTES ARE DRAFT UNTIL APPROVED ON:

Passed and approved this 19th day of April, 2016.

APPROVED: _____
Tom Battin, Chairman

ATTEST: _____
Bertha De Los Santos, CMC
RWWTP Joint Use Board Clerk



AGENDA MEMORANDUM

RWWTP – JOINT USE BOARD

To: Joint Use Board Members

Presenter: Bobby Snowden,
RWWTP Director

Meeting Date: April 19, 2016

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

2

Re: Discussion and Possible Action on Transfer of Assignment Agreement from GEI Consultants, Inc. to Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso.

Item Summary:

Discussion and Possible Action on Transfer of Assignment Agreement from GEI Consultants, Inc. to Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso.

<u>Fund:</u>	N/A	<u>Line Item:</u>	N/A	<u>Budgeted Amount:</u>	N/A	<u>Available Balance:</u>	N/A
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Item Discussion:

The Joint Use Board entered into an agreement with GEI Consulting Services, Inc. on August 19, 2015 and approved the Use Attainability Analysis (UAA) Task Order #2 for GEI Consultants, Inc. on February 17, 2016. A request to approve the transfer of assignment from GEI Consultants, Inc. to Environmental Science Associates was received from Mr. Jim Good, since he would no longer be employed with GEI Consultants, Inc. after March 18, 2016. Mr. Good will begin his new career as the Principal Associate for Environmental Science Associates (ESA) on March 21, 2016. This action is necessary to provide the continuity of service and will allow him to complete the task to conduct a use attainability analysis. Mr. Good has secured approval for this assignment by both GEI Consultants, Inc. and ESA, attached is an agreement authorizing the transfer of assignment.

Recommendations:

To Approve Transfer of Assignment Agreement from GEI Consultants, Inc. to Environmental Science Associates (ESA) to Provide Professional Environmental Consulting Services to the Regional Wastewater Treatment Plant Joint Use Board Concerning Water Quality in the Rio Ruidoso.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos

Bertha De Los Santos, CMC

Deputy Clerk

(received on: 4/19/16 11:00am)
Date Time

ASSIGNMENT OF AGREEMENT FOR PROFESSIONAL SERVICES

This Assignment of Agreement for Professional Services ("Assignment") is made and entered into this 20th day of April, 2016 by and between the Regional Wastewater Treatment Plant Joint Use Board ("Board"), GEI Consultants, Inc. ("GEI") and Environmental Science Associates ("ESA"), together called the "Parties."

RECITALS

A. On August 19, 2015, the Board entered an Agreement for Professional Services ("Agreement") (appended as Attachment A) with GEI. The purpose of the Agreement is for GEI to provide professional environmental consulting services to the Board concerning water quality in the Rio Ruidoso. More specifically, the Agreement provides that the Board shall issue separate task orders to GEI to assist the Board in obtaining a renewed National Pollution Discharge Elimination System Permit for its wastewater treatment plant ("WWTP") that protects the water quality of the Rio Ruidoso and is achievable by the WWTP.

B. Currently GEI has completed a portion of the Board's Task Order No. 2 under the Agreement. The purpose of the Task Order is to develop a Use Attainability Analysis for the Rio Ruidoso downstream of the U.S. Highway 70 Bridge.

C. As of March 21, 2016, Jim Good, principal investigator for GEI under the Agreement, has resigned from his employment with GEI and is now employed by ESA, which, like GEI, is a consulting company providing environmental services.

D. Because of Mr. Good's knowledge of stream biology generally and his many years of experience analyzing the water quality and biology of the Rio Ruidoso specifically, the Board wishes to continue receiving the services of Mr. Good.

E. In order for the Board to continue receiving the services of Mr. Good, the Board approves the assignment of the Agreement from GEI to ESA.

F. GEI and ESA agree to such an assignment of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. GEI hereby assigns all its interest in the Agreement to ESA.
2. ESA hereby accepts all GEI's interest in the Agreement.
3. The Board hereby approves the assignment of the Agreement from GEI to ESA in accordance with Section 7 of the Agreement and hereby agrees to look solely to ESA for any claims or other issues arising out of the Agreement upon the execution of this assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective April 20, 2016.

GEI Consultants, Inc.

By: Jeremy Pratt

Date: April 6, 2016

Title: Vice President

Environmental Science Associates

By: [Signature]

Date: 4/6/16

Title: Vice President

Regional Wastewater Treatment Plant
Joint Use Board

By: _____

Date: _____

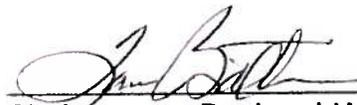
Title: _____

ATTEST: _____

Bertha De Los Santos
Joint Use Board Secretary

NOTICE OF INTENT TO CONDUCT A USE ATTAINABILITY ANALYSIS

In accordance with 20.6.4.15.D NMAC, the Regional Wastewater Treatment Plant Joint Use Board (on behalf of the Village of Ruidoso and the City of Ruidoso Downs) hereby notifies the NMED Surface Water Quality Bureau of its intention to conduct a Use Attainability Analysis (UAA). The UAA will assess the factors affecting the attainment of an aquatic life use in the segment of the Rio Ruidoso downstream of the U.S. highway 70 bridge as defined by 20.6.4 208 NMAC. The Joint Use Board will submit a Work Plan for the UAA, through its contractor GEI Consultants, Inc., to the Bureau for the Bureau's review. Please direct any questions concerning the Work Plan to Jim Good, Senior Consultant, GEI Consultants, Inc. The Joint Use Board appreciates the guidance of the Bureau in this matter.



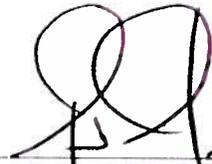
Chairperson, Regional Wastewater
Treatment Plant Joint Use Board

Feb. 22, 2016

Date

TASK ORDER NO. 2

This Task Order is pursuant to the August 19, 2015 Agreement for Professional Services between the Regional Wastewater Treatment Plant Joint Use Board and GEI Consultants, Inc. (Contractor). The purpose of this Task Order is to allow the Contractor to develop a Use Attainability Analysis for the Rio Ruidoso downstream of the U.S. Highway 70 Bridge. Costs for this Task Order are not to exceed \$18,981, excluding New Mexico Gross Receipts Tax.

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal line.

Chairperson, Regional Wastewater
Treatment Plant Joint Use Board

2/17/16

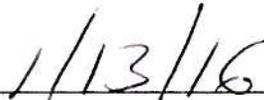
Date

TASK ORDER NO. 1

This Task Order is pursuant to the August 19, 2015 Agreement for Professional Services between the Regional Wastewater Treatment Plant Joint Use Board (JUB) and GEI Consultants, Inc. (Contractor). The purpose of this Task Order is to allow the Contractor to begin assisting the JUB in discussions with NMED's Surface Water Quality Bureau concerning the appropriate use designation of the Rio Ruidoso downstream of the U.S. Highway 70 bridge. Costs for this Task Order are not to exceed \$5,292, excluding New Mexico Gross Receipts Tax.



Chairperson, Regional Wastewater
Treatment Plant Joint Use Board



Date

**AGREEMENT FOR
PROFESSIONAL SERVICES for
GEI Consultants Inc.**

This agreement is made and entered into the 19th day of August, 2015 by and between the VILLAGE OF RUIDOSO and CITY OF RUIDOSO DOWNS, together as the Joint Use Board, hereinafter called the "BOARD", and GEI Consultants, Inc. hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, the BOARD is desirous of contracting for Professional Services for Environmental Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board; and

WHEREAS, the BOARD desires to engage the CONTRACTOR to render services as described in this Agreement, and the CONTRACTOR is willing to perform such services in accordance with the terms of this agreement incorporated by reference herein as though set forth in its entirety, and in accordance with all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the conditions, premises and the covenants hereinafter contained the parties hereby agree as follows:

I. RECITALS

THE PARTIES enter this Agreement on the basis of the following recitals:

CONTRACTOR has represented and warranted to the BOARD that the CONTRACTOR possesses the necessary skill to provide such services and is willing to do so pursuant to the terms of this Agreement.

II. AGREEMENT

In consideration of the foregoing recitals and the covenants and promises contained herein the parties agree as follows:

1. SCOPE OF WORK

PROJECT DESCRIPTION:

INTRODUCTION

Based on the *Final Approved Total Maximum Daily Load (TMDL) for the Rio Hondo Watershed (Lincoln County)*, dated February 10, 2006, New Mexico Environment Department (NMED) has determined that the Rio Ruidoso water quality is impaired relative to nutrients in the segment including the discharge from the wastewater treatment plant (WWTP). As a result, strict effluent discharge standards have been established in the NPDES permit for phosphorus and nitrogen for the WWTP serving the Village of Ruidoso and the City of Ruidoso Downs. The Regional Wastewater Treatment Plant Joint Use Board (JUB), of which the Village and City are members, owns and operates the WWTP. The current permit requires that effluent from the WWTP shall contain a total phosphorus (TN) concentration of 0.10 mg /L or less and a total nitrogen (TN) concentration of 6.0 mg /L or less for influent temperatures less

than 13°C and 4.0 mg /L or less for temperatures greater than or equal to 13°C. On the final day of the five-year permit the effluent flow-weighted TN concentration must be 1.0 mg /L or less.

Under a Settlement Agreement with NMED and a Consent Judgment with citizen suit plaintiffs, the JUB constructed a new WWTP to improve the water quality of the Rio Ruidoso. The new WWTP began operating in the spring of 2011. The Settlement Agreement specifically calls for testing to determine "whether reductions in total phosphorus (TP) and total nitrogen (TN) achieved at the new wastewater treatment plant are sufficient to protect water quality standards and, if not, how much further the reduction of TP and/or TN from the wastewater treatment plant or other sources is necessary." Data collection has been done with sufficient quality assurance and quality control (QA/QC) to be acceptable by the New Mexico Surface Water Quality Bureau (SWQB) so that it is usable to potentially reevaluate the TMDL.

Based on this data collection and analyses of the operation of the new WWTP, the JUB submitted a Final Report to NMED on March 1, 2013 in response to the following requirement (paragraph 41) of the Settlement Agreement:

41. No later than March 1, 2013, the Petitioners [the JUB] shall deliver a report to the Department [NMED], EPA and the citizens' suit plaintiffs summarizing what has been learned concerning:

(a) the performance and limits of the best available biological treatment technology for removal of TN from WWTP effluent;

(b) the response of the Rio Ruidoso, in terms of algal growth, to reductions in TP and TN achieved at the new wastewater treatment plant compared to the current WWTP; and

(c) the identification of the most promising new biological, chemical, or physical technologies for achieving 1.0 mg/l TN or a proposal to amend the TMDL for the Rio Ruidoso, as the Petitioners deem appropriate and necessary.

The JUB concluded in its Final Report that only the Dissolved Oxygen (DO) response variable, set by NMED's Nutrient Assessment Protocol, continued to occasionally exceed the threshold in that Protocol. Further, the JUB concluded that there is no assurance that a further reduction of TN concentrations in WWTP effluent would in fact improve DO concentrations in the Rio Ruidoso. Consequently, the JUB recommended that the TMDL for TN be amended to contain a pounds-per-day Waste Load Allocation (WLA) consistent with the current performance of the WWTP. With careful operation, the WWTP is capable of producing effluent with an average TN concentration below 4 mg/l. The JUB recommended that a new WLA be adopted to support a TN effluent limit in a modified NPDES Permit of 4.0 mg/l (30-day average) with no seasonal variation.

The JUB's goal is to obtain a renewed NPDES Permit that protects the water quality of the Rio Ruidoso and is achievable by the WWTP. In accordance with paragraph 41© of the Settlement Agreement, the JUB has been working with the Surface Water Quality Bureau (SWQB) of NMED to develop a nutrient TMDL that will accomplish this goal. The JUB understands that the following steps must occur: the SWQB proposes a revised nutrient TMDL for public comment; the SWQB and EPA determine how the nutrient TMDL will be used to develop nutrient effluent limits in the renewed NPDES Permit for the WWTP; the New Mexico Water

Quality Control Commission (WQCC) approves a final nutrient TMDL; the JUB submits an NPDES renewal application to EPA by January 31, 2017; and EPA issues a renewed NPDES Permit with revised nutrient effluent limits effective August 1, 2017.

The JUB requires the technical assistance of a highly qualified environmental consultant to achieve the JUB's goal described above. The work of the selected consultant will be divided into several discrete tasks. The selected consultant will not be authorized to begin work on any a particular task until the JUB approves and issues the consultant a separate task order for that task in advance of any work to be performed. The specific tasks covered by this RPF are described below.

DESCRIPTION OF SCOPE OF WORK

All the work of the selected consultant will advance the JUB's goal to obtain a renewed NPDES Permit that protects the water quality of the Rio Ruidoso and is achievable by the WWTP. The JUB has identified three specific tasks and also a fourth task covering work assignments that the JUB has not yet identified, but that will advance the JUB's goal. The four tasks are described below.

TASK 1: 2015 NUTRIENT STUDY

Task 1 Introduction

The SWQB used a TN:TP ratio of 10:1 to develop a target concentration for TN in its July 7, 2014 Public Comment Draft Total Maximum Daily Load calculations for the Rio Ruidoso, and used that target concentration to calculate the TN waste load allocation (WLA) for the WWTP. The JUB believes that the actual TN:TP ratio in the Rio Ruidoso water downstream from the WWTP outfall below the Highway 70 Bridge is now substantially higher than 10:1 after completion of the new WWTP in 2011. Proof of a higher TN:TP ratio could provide the basis for TN levels in a revised TMDL and WLA and ultimately in an effluent limitation in the renewed NPDES Permit that protect water quality in the Rio Ruidoso and are achievable by the WWTP. The purpose of this study is to provide current information on the nutrient conditions in the Eagle Creek to US 70 assessment unit of the Rio Ruidoso in order to better define the TN:TP ratio and provide information on the extent to which one nutrient may be more limiting to algal growth.

Task 1 – Scope of Work

The scope of work for Task 1 is to implement the Field Sampling Plan that was developed for this task under a separate contract. This Field Sampling Plan (FSP) includes three approaches to study current nutrient ratios and limiting nutrient conditions:

- Sampling water for laboratory analyses and calculation of TN:TP ratios in the Rio Ruidoso upstream and downstream from the WWTP and in treated WWTP effluent. This information will establish the ratios present above and within the assessment unit at different times of the year and provide an indication of how the ratios in the river are influenced by the ratios in treated effluent.

- Sampling periphyton tissue for laboratory analyses and calculation of TN:TP ratios in the filamentous green algae species that dominate algal biomass in the Rio Ruidoso upstream and downstream from the WWTP. Tissue samples will integrate the nutrient regime over time compared to the instantaneous water grab samples, and TN:TP ratios in tissue that are significantly different from the ratios in water samples would indicate that there is excess nitrogen or phosphorus that is not being used or stored by periphyton.
- Conducting periphytometer in-situ algal assays in the Rio Ruidoso upstream and downstream from the WWTP and in the Rio Ruidoso headwaters, to determine how periphyton biomass (as indicated by chlorophyll *a*) responds to the addition of different concentrations and ratios of TN and TP.

Task 1 Activities

Activity A: Complete First Sampling Event

In response to a comment from the SWQB requesting that water sampling and analysis be performed through all four seasons of the year, a QAPP addendum was prepared and approved by the SWQB, and the first samples were collected in late February, 2015. Some of the costs of the first sampling event were covered under a previous contract for preparing the Field Sampling Plan for Task 1. This activity is for completing the first sampling event, including laboratory analyses.

Activity B: Quality Assurance Project Plan Addendum

For the SWQB to accept data for use in assessing compliance with water quality standards, it conducts a quality assurance review that includes reviewing and approving a Quality Assurance Project Plan (QAPP) in advance of data collection. The QAPP includes a detailed description of data quality objectives, methods for sample collection and data analysis, and quality control procedures. Under a previous contract, a QAPP was prepared and approved for Rio Ruidoso monitoring, and an addendum to that QAPP was prepared and approved for the water sampling and analysis components of the Rio Ruidoso 2015 Nutrient Study. Under Activity B of Task 1, a second QAPP addendum will be prepared for the remaining components of the 2015 study (i.e. periphyton tissue sampling and analysis, periphytometer studies) and submitted for review and approval by the SWQB.

Activity C: Water and Periphyton Tissue Sampling and Analysis

Water will be sampled at two river locations and treated effluent will be sampled at the UV disinfection facility flume, during 9 sampling events. Periphyton tissue samples will also be collected during two of the events. In addition, river water samples will be collected at a third headwaters river location during the deployment and retrieval of periphytometers. Total nitrogen concentrations will be calculated and used to derive TN:TP ratios for each sampling event, both for water samples and periphyton tissue samples. Following completion of Task 1, the selected consultant will prepare a technical memorandum to document all aspects of sampling and analysis, including the

purpose and objectives, experimental design and methods, data quality review, and a summary of results.

Activity D: Periphytometer Study

Periphytometer bottles will be attached to racks that will be anchored to the stream bottom in a riffle or glide habitat within each stream study reach. Five treatment and one control periphytometer will be attached to each rack, and five racks will be deployed in each study reach to provide replication. Each periphytometer will consist of a 250-ml HOPE wide-mouth bottle with the bottle opening covered first by a 0.22- μ m pore size nylon membrane and the membrane covered by a glass-fiber filter. The bottles will be filled with different concentrations of nitrogen and/or phosphorus and the measurement of periphyton biomass will test whether they are limiting nutrients when added at different ratios. The glass fiber filters will be collected for laboratory analysis of chlorophyll *a* as an indicator of algal biomass. Five replicate samples of each control or treatment at each location will be collected so that the significance of differences between sites or between treatments can be determined using analyses of variance. Following completion of Task 1, the selected consultant will prepare a technical memorandum to document all aspects of sampling and analysis, including the purpose and objectives, experimental design and methods, data quality review, and a summary of results.

Task 1 - Project Schedule

Water sampling events will be scheduled in the following seasons:

- Winter 2015 – 1 event before spring snowmelt runoff.
- Summer 2015 - 2 events per month in July, August and September Fall.
- 2015 — 1 event in early fall.

During two of the sampling events, including one in early summer and a second event in late summer, periphyton tissue samples will be collected in addition to river water samples. If a high river flow causes extensive scouring of periphyton, periphyton sampling will be delayed until new filaments of green algae have reached at least 5-cm length. If there is evidence of recent scouring flows but sufficient periphyton remains, sampling will proceed.

Periphytometers will be deployed once in early summer and again in late summer, and each time the deployment will last for a period of 14 days. Water samples will be collected immediately before periphytometer deployment and retrieval during each of the two periods.

Laboratory analyses will be completed by the end of October and the selected consultant will complete a draft technical memorandum documenting all of the Task 1 2015 studies by the end of November 2015.

-- Field Data Collection

Field data collection is an extremely critical component of Task 1. As such, the selected consultant will be expected to be the responsible party to ensure that data is collected and analyzed according to the protocols and schedules specified in the Field Sampling Plan.

TASK 2: DRAFT TMDL REVIEW AND CONSULTATION

The NMED Surface Water Quality Bureau (SWQB) plans to publish a proposed Total Maximum Daily Load (TMDL) for nutrients in the Rio Ruidoso in the late summer of 2015. The JUB will require the technical expertise of an environmental consultant to review the proposed TMDL and evaluate the impact of the TMDL on the JUB's operation of the WWTP. The JUB will also require the assistance of the selected consultant to prepare technical comments on the proposed TMDL on behalf of the JUB to be presented to the SWQB. Further, the JUB will call upon the selected consultant, as needed, to assist the JUB in meetings with the SWQB concerning the JUB's response to the proposed TMDL. Finally, the JUB will call upon the selected consultant, as needed, to assist the JUB with any communications with the New Mexico Water Quality Commission concerning the proposed TMDL and with the SWQB and the U.S. Environmental Protection Agency concerning the incorporation of the TMDL into the JUB's renewed NPDES Permit.

TASK 3: REVIEW OF SWQB FISHERIES SURVEYS AND USE ATTAINABILITY ANALYSIS

The SWQB is planning a fisheries study in the Rio Ruidoso in July or August of 2015. The study will include the segment of the Rio Ruidoso below the Highway 70 Bridge into which the WWTP discharges. The current designated uses for this segment include "cold water aquatic life." If the SWQB does not find the presence of cold water fish in this segment, the SWQB may proceed with conducting a Use Attainability Study (UAA). The result of these efforts by the SWQB could lead to a re-designation of the stream segment to an aquatic life use that matches the actual habitat of the segment more closely. A re-designated aquatic life use of the segment could lead to a revised TMDL and WLA and an eventual TN effluent limitation in the renewed NPDES Permit that both protects water quality in the Rio Ruidoso and is achievable by the WWTP. The JUB will require the technical expertise of an environmental consultant to review any fisheries data collected by the SWQB and any draft UAA prepared by the SWQB. The JUB will also require the selected consultant to communicate the results of the SWQB's efforts to the JUB and to assist the efforts of the SWQB. Such assistance may include the selected consultant coordinating its stream data collection with the fisheries studies and stream data collection activities of the SWQB.

TASK 4: OTHER SUPPORT TOWARD ACHIEVING THE JUB'S GOAL

As previously stated, the JUB's goal is to obtain a renewed NPDES Permit that protects the water quality of the Rio Ruidoso and is achievable by the WWTP. Presently Task 4 is a catch-all category that does not contain specific tasks. The JUB may specify such tasks in the future. For example, if the WQCC adopts a regulation allowing for temporary standards later in 2015 as part of its Triennial Review of surface water quality standards, the JUB may decide to develop an Application to the WQCC for a Total Nitrogen Temporary Standard. The JUB would require the technical expertise of an environmental consultant to develop and support such an Application that would comply with numerous regulatory requirements. The JUB will define any such tasks as the need arises.

2. COMPENSATION

- A. As compensation for services to be provided to the VILLAGE OF RUIDOSO and CITY OF RUIDOSO DOWNS, together as the Joint Use Board, hereinafter called the "BOARD", by the CONTRACTOR, the CONTRACTOR shall be compensated by Task Order, only after it is approved by the "Board".
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid to the State of New Mexico by the CONTRACTOR.

Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date of services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE VILLAGE OF RUIDOSO and CITY OF RUIDOSO DOWNS together as the Joint Use Board, hereinafter called the "BOARD". The term of this Agreement shall be for one (1) year, beginning August 19, 2015 and ending August 18, 2016, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the BOARD and the CONTRACTOR, in accordance with the Attorney General ruling.

4. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

5. RENEWAL

The term of this Agreement is for one year. The term of this contract shall be for one (1) year with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the Village of Ruidoso and the Offeror, in accordance with the Attorney General ruling.

6. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor performing professional services for the Procuring Agency and is not an employee of the Village of Ruidoso and City of Ruidoso Downs. The CONTRACTOR shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Ruidoso and City of Ruidoso Downs, as a result of this Agreement. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. ASSIGNMENT

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

8. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval from the Village.

9. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the CONTRACTOR shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Village of Ruidoso, the State Auditor and appropriate federal authorities. 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.

10. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the "BOARD" for the performance of this Agreement. If sufficient appropriations and authorization are not made by the "BOARD", this Agreement shall terminate upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

11. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Agreement, releases the Procuring Agency, and its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The CONTRACTOR agrees not to purport to bind the Village of Ruidoso, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval by the Village Manager.

13. CONFLICT OF INTEREST

The CONTRACTOR warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The CONTRACTOR shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. NOTICE

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

18. INDEMNIFICATION

The CONTRACTOR shall hold the Village of Ruidoso and employees harmless and shall indemnify the Village of Ruidoso against any and all claims, suits, actions, liabilities and costs of any kind, including CONTRACTOR's fees, for personal injury or damage to property arising from the negligent acts or omissions of the contractor, its agents, officers, employees or subcontractors. The CONTRACTOR shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Procuring Agency, its officers or employees.

19. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

20. INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Procuring Agency response to questions; (2) the CONTRACTOR's Best and Final Offer, and (3) the CONTRACTOR's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the

Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR's Best and Final Offer; (4) the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.

21. KICKBACK STATEMENT

The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

22. NON-COLLUSION

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

23. NON-DISCRIMINATION

Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a proposal, vendor agrees to comply with this paragraph.

24. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. 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 proposal.

25. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

26. MERGER

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. INVALID TERM OR CONDITION

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

28. ENFORCEMENT OF AGREEMENT

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

29. DEBARMENT AND SUSPENSION

Pursuant to 45 C.F.R. Part 76, the CONTRACTOR certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above in this Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

The CONTRACTOR's certification in Article 25.A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. The CONTRACTOR shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this Agreement, the CONTRACTOR learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the CONTRACTOR's certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The

CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

30. LOBBYING

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. SURVIVAL

The agreement paragraph titled Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

32. SUCCESSION

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

33. IMPRACTICALITY OF PERFORMANCE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. NOTICES

All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

CONTRACTOR:

GEI Consultants Inc.
2701 1st Avenue, Suite 400
Seattle, WA 98121

JOINT USE "BOARD"

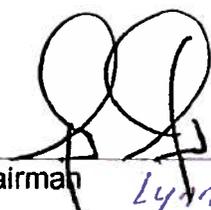
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

ASSIGNS

Neither BOARD nor ATTORNEY may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

IN WITNESSES WHEREOF, the parties hereto have executed this agreement as of this 19 day of Aug, 2015.

**REGIONAL WASTEWATER TREATMENT PLANT
JOINT USE BOARD:**



Tom Battin, Chairman

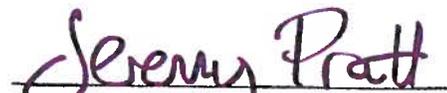
*Lynn Crawford,
Alternate*

DATE: 8/19/15

ATTEST:


Bertha Randolph, CMC
RWWTB Joint Use Board Secretary

CONTRACTOR:


Jeremy Pratt
GEI Consultants, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169		CONTACT NAME: PHONE (A/C, No., Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com	
INSURED GEI Consultants, Inc. 2868 Prospect Park Drive Suite 400 Rancho Cordova, CA 95670		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: National Union Fire Insurance Company of Pittsburgh, PA 19445 INSURER B: Continental Casualty Company (CNA) A(XV) 20443 INSURER C: AIG Specialty Insurance Company A(XV) 26883 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER	X		7046470	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON OWNED AUTOS	X		2248367	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		6011396137	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	026034972	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. Liability			17788026	03/01/2015	03/01/2016	Per Claim \$ 1,000,000
C				17788026	03/01/2015	03/01/2016	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

Village of Ruidoso shall be listed as Additional Insured with respects to General, Auto and Umbrella Liability where required by written contract.

CERTIFICATE HOLDER Village of Ruidoso Purchasing Agent- Billy Randolph 313 Cree Meadows Drive Ruidoso, NM 88345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Walshy</i>
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2015 forms a part of

policy No. 7046470 issued to GEI CONSULTANTS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

**NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE
ENTERED INTO.**

**LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:
PER THE CONTRACT OR AGREEMENT.**

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an Insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)

97837 (4/08)

Includes copyrighted material of
Insurance Services Office, Inc., with its permission.

Page 1 of 1

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2015 forms a part of

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by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

**NAME OF PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE
ENTERED INTO.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION 1 - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (In States Where
Applicable)