

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

**AGENDA INDEX  
REGULAR MEETING  
JULY 15, 2020 AT 10:00 A.M.**

**VILLAGE HALL  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345**

**CALL TO ORDER.**

**ROLL CALL.**

**APPROVAL OF AGENDA.**

**REGULAR ITEMS.**

**PAGE**

- |  |    |
|--|----|
| 1. Discussion and Possible Action on Approval of Minutes:<br>June 17, 2020 Regular Meeting   | 1  |
| 2. Acknowledgement of Approval for Request of Time Extension (RTE) from FEMA thru<br>DHSEM for FEMA 1783-DR-PW 155 Sanitary Sewer System Repair-Rehabilitation Project,<br>Extending the Period of Performance to June 28, 2021.   | 7  |
| 3. Discussion and Possible Action on Task Order #RFP2020-009P-01 with High Water Mark,<br>LLC for Professional Environmental Compliance, Construction Management and Inspection<br>Services Relating to the FEMA DR 1783-PW 155 Sanitary Sewer System Repair-Rehabilitation<br>Project, in the Amount of \$1,043,277.75, Excluding Gross Receipts Tax.   | 13 |
| 4. Discussion and Possible Action on Task Order #2 Final Amendment 1 with Molzen-Corbin &<br>Associates for Additional Engineering Services in Support of the Easement Development and<br>Property Acquisitions of the Hazard Mitigation and Stabilization Phase of the FEMA DR 1783-<br>PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$157,165.00,<br>Excluding Gross Receipts Tax. | 35 |
| 5. Monthly Report on Regional Wastewater Treatment Plant.  | 41 |

**REPORTS FROM BOARD MEMBERS.**

**CLOSED SESSION.**

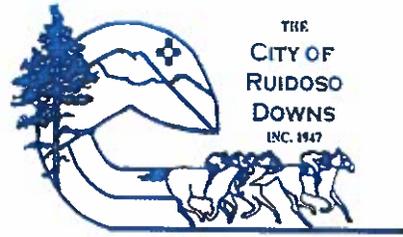
**ADJOURNMENT.**

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2020-01. 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.

Bertha De Los Santos, MMC  
Deputy Clerk

Posted: Friday July 10, 2020  
Time: 1:30 p.m.





# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenter:** Bertha De Los Santos, MMC  
Deputy Clerk  
**Meeting Date:** July 15, 2020

<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:** Approval of Minutes:  
June 17, 2020 Regular Meeting

**Item Summary:**

Approval of Minutes:  
June 17, 2020 Regular Meeting

**Item Discussion:**

(See Above)

**Recommendations:**

To Approve Minutes as presented.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 7/19/20 10:30am.)  
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD  
REGULAR MEETING  
313 CREE MEADOWS DRIVE  
RUIDOSO, NM 88345  
JUNE 17, 2020**

Chairman Lynn D. Crawford, Village of Ruidoso Mayor (present in person), called the regular meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 10:00 a.m. Members John E. Cornelius and Gary Jackson, Village of Ruidoso Councilors, were recorded present in person. Members Dean Holman, Mayor of the City of Ruidoso Downs and Joey Jarvis, City of Ruidoso Downs Deputy Public Works Director, were recorded present via Zoom (online video sharing platform), due to mandates by the State of New Mexico Attorney General and Governor offices regarding COVID-19. Village of Ruidoso employees Timothy P. Dodge, Village Manager; Ronald L. Sena, Deputy Manager; Karen Gutierrez, Assistant Finance Director/Capital Projects; Isaac Garcia, RWWTP Director; Eric Boyda, Water Rights/Watershed Director; and Adam Sanchez, Public Works Director were recorded present via Zoom (online video sharing platform). Village of Ruidoso employees Bertha De Los Santos, Deputy Clerk; and Jeff Fargarson, Convention Center Technician III, were recorded present in person. City of Ruidoso Downs employee Carol Virden, Clerk/Administrator was present via Zoom. There was no Village of Ruidoso legal counsel present. City of Ruidoso Downs legal counsel H. John Underwood was recorded present in person. Derek Belka, with Molzen-Corbin & Associates, was present via Zoom. There were approximately 5 viewers on YouTube (online video sharing platform).

**APPROVAL OF AGENDA:**

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

**REGULAR ITEMS:**

**Discussion and Possible Action on May 20, 2020 Regular Meeting Minutes.**

Councilor Jackson moved to approve May 20, 2020 Regular Meeting Minutes. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

**Discussion and Possible Action on Adoption of Resolution 2020-04, a Resolution Adopting the Regional Wastewater Treatment Plant Level of Service.**

Eric Boyda stated the Level of Service document was one of the five core documents of an Asset Management Plan and established the goals for wastewater services being provided. Mr. Boyda stated the project fulfilled a component of the Village of Ruidoso Comprehensive Plan Updated 2019 Utilities Chapter Goal 1; Policy 1.2; Action 1.2.C "Complete and Maintain an Asset Management Plan".

Isaac Garcia stated he and Mr. Boyda worked together to identify and establish the goals for the services needing to be provided by the Regional Wastewater Treatment Plant and read all seventeen (17) goals.

Chairman Crawford inquired if that was part of the internal guidelines already set. Mr. Boyda stated the document did not bind anyone, but since the plant was based on regulatory requirements, this was above and beyond to accomplish creating the room needed to meet all those requirements without just remaining on the threshold every time.

Councilor Jackson stated the target goals should be the same throughout the documents and should be something that Mr. Garcia was comfortable with. Mr. Garcia stated he and Mr. Boyda would review the document and make those goals consistent.

Councilor Jackson moved to Adopt Resolution 2020-04, a Resolution Adopting the Regional Wastewater Treatment Plant Level of Service. Joey Jarvis seconded and the motion carried with a roll call vote of all ayes.

**Presentation on Reuse Technical Memorandum by Derek Belka with Molzen-Corbin & Associates.**

Derek Belka, Water and Wastewater Treatment Specialist with Molzen-Corbin & Associates, provided a PowerPoint presentation titled "Reclaimed Wastewater Reuse Strategy", which consisted of the following: Introduction; Types of Reuse; Why Reuse?; NMED GWQB Above Ground Use of Reclaimed Domestic Wastewater; Historical RWWTP Performance; Target Reuse Volumes; Potential Projects – Downstream Irrigation; Potential Projects – Downstream Irrigation; Potential Projects – Green Space Irrigation; Potential Projects – Green Space Irrigation; Potential Projects – Potable Reuse; Potential Projects – Indirect Potable Reuse; IPR Project – Aquifer Storage and Recovery; IPR Project – Grindstone SWAP; IPR Projects – Major Issues; Reclaimed Wastewater Sources – RWWTP; Reclaimed Wastewater Sources – Scalping Plant; Potential Project Configurations and Order of Magnitude Cost Opinions; Power Optimization Evaluation; Solar Evaluation; and Recommended Next Steps.

Mr. Belka stated the following: the types of reuse identified for the RWWTP-Joint Use Board above ground were irrigation of crops and green spaces and reservoir augmentation; the types of reuse below ground was aquifer replenishment; downstream irrigation would be used, but one of the biggest issues was the seasonality; in the City of Ruidoso Downs (CORD) return flows were not required, but the Village of Ruidoso relied on return flows; the green space irrigation could use Class 1B, but 1A was preferred and scalping facilities and special permits would be needed; there were several different kinds of potable reuse, which required a very high level of treatment; the two potential projects – potable reuse were aquifer storage and recover and Grindstone SWAP; public perception was a huge issue with those type of projects; and water rights were also an issue with each project.

Mr. Belka went over possible acreages of land that could be utilized, along with issues that could arise with each project.

Mr. Belka stated the USDA Bureau of Reclamation and the Environmental Protection Agency (EPA) had funding sources available that were underutilized.

H. John Underwood stated the loss of return flow credits was an important issue. Mr. Belka stated the following: he and Mr. Boyda had discussed that issue in depth and it was most important with the irrigation projects downstream and that was why they were forced to look at a potable use strategy; in both the Village and CORD there was a decent amount that was diverted that did not

have a return flow credit tied to it; and if water was accounted for in a creative fashion, a fair amount of that water could be used.

Mr. Underwood inquired if scalping plants had the same issues. Mr. Belka stated there would be no difference from a water rights perspective.

Chairman Crawford inquired if it could be used to create a lake in the CORD. Mr. Belka stated he was unaware that anything existed in the CORD, but that was not to say it could not be developed if an area was identified as a potential site. Chairman Crawford stated it would be good if the CORD had its own lake.

Chairman Crawford inquired about water softener treatments and stated they needed to be addressed in the future in order to educate the public.

### **Project Update for Sanitary Sewer Repair/Rehabilitation FEMA 1783 PW155.**

Karen Gutierrez stated the following: new estimated completion date for 100% design and surveys was July 14, 2020; once FEMA Environmental and Historic Preservation (EHP) and U.S. Army Corps of Engineers (USACE) received final design, and if no significant changes were made (impact table and final design drives whether they had to back out for public comment, which would be an additional 60 days); USACE would work on issuing 404 permit (30 days); FEMA EHP would review (10 days); SHPO consultation on schedule to be completed mid-June; FEMA/DHSEM had been briefed on the new design completion date; a FEMA/DHSEM bi-weekly call was scheduled for June 18, 2020 at 1:00 p.m.; restoration and lift station letters were being finalized for easement; there were nine property owners that had to be contacted; there were two new property owners that would be contacted and briefed prior to mailing of the letters; the contractor for the restoration of existing sewer lines and manholes phase was updated; and they had a meeting with SAK Construction on June 30, 2020 to discuss scope of work and suspension costs, etc.

### **Monthly Report on Regional Wastewater Treatment Plant.**

Isaac Garcia stated the following: the treatment plant was running very well and meeting all permit requirements; flows increased over the weekend and equalization basins were being utilized; the Fats, Oil, and Grease Program (FOG) started up again this week; the plant was removing 99.5 of everything coming into the facility; the FOG readings for IOMG 32.2, Palmer Loop 47.9, and Hollywood Station 28.6; and the flows this month at 1.09 compared to this month last year at 1.22 showed a slight decrease.

### **REPORTS FROM BOARD MEMBERS:**

Joey Jarvis complimented Mr. Garcia and Mr. Boyda for doing a great job on the Asset Management Plan.

### **CLOSED SESSION:**

There was no Closed Session.

**ADJOURNMENT:**

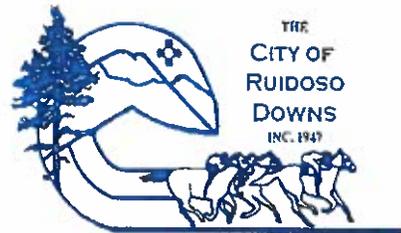
There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chairman Crawford adjourned the regular meeting at 11:30 a.m.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:** \_\_\_\_\_  
Lynn D. Crawford, Chairman

**ATTEST:** \_\_\_\_\_  
Bertha De Los Santos, MMC  
Deputy Clerk





## AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenters:** Karen Gutierrez,  
Asst. Finance Dir./Capital Projects Mgr.  
Village of Ruidoso

<input type="checkbox"/>	Consent Item	<b>2</b>
<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	

**Meeting Date:** July 15, 2020

**RE:** Acknowledgement of Approval for Request of Time Extension (RTE) from FEMA thru DHSEM for FEMA 1783-DR-PW 155 Sanitary Sewer System Repair-Rehabilitation Project, Extending the Period of Performance (PoP) to June 28, 2021.

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### Item Summary:

Acknowledgement of Approval for Request of Time Extension (RTE) from FEMA thru DHSEM for FEMA 1783-DR-PW 155 Sanitary Sewer System Repair-Rehabilitation Project, Extending the Period of Performance (PoP) to June 28, 2021.

### Financial Impact:

No Financial Impact.

### Item Discussion:

FEMA-1783-DR-NM was declared on August 14, 2008. In accordance with Title 44 CFR § 206.204, the grantee (DHSEM) may extend the deadline an additional six months for emergency work and an additional 30 months for permanent work due to extenuating circumstances or unusual project requirements beyond the control of the subgrantee. The Period of Performance (PoP) for PW 155 was June 1, 2020. Having exhausted the grantee's ability to grant extensions, the Village requested an extension from FEMA.

The Village of Ruidoso submitted the Request for Time Extension (RTE) for FEMA 1783-DR-PW155 on April 24, 2020. The Village of Ruidoso just received the approval letter dated June 25, 2020.

### Recommendations:

To Acknowledge and Approve Request of Time Extension (RTE) from FEMA thru DHSEM for FEMA 1783-DR-PW 155 Sanitary Sewer System Repair-Rehabilitation Project, Extending the Period of Performance (PoP) to June 28, 2021.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

*Bertha De Los Santos*

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 7/10 10:30am)  
Date Time.



FEMA

June 25, 2020

Bianca Ortiz Wertheim, Cabinet Secretary  
Department of Homeland Security and Emergency Management  
P.O. Box 27111  
Santa Fe, NM 87502

RE: FEMA-1783-DR-NM, PA ID: 027-65210-00  
Village of Ruidoso, Project Worksheet 00155  
Time Extension Request

Dear Secretary Ortiz Wertheim:

We received a letter from your office dated June 9, 2020, regarding a retroactive request from the Village of Ruidoso (Subgrantee) to extend the period of performance (PoP) for project worksheet (PW) 00155. The Subgrantee is in the process of addressing procurement and construction scheduling and anticipates completion of the referenced project by October 2021.

FEMA-1783-DR-NM was declared on August 14, 2008. In accordance with Title 44 CFR § 206.204, the grantee may extend the deadline an additional six months for emergency work and an additional 30 months for permanent work due to extenuating circumstances or unusual project requirements beyond the control of the subgrantee. The PoP for PW 00155 was June 1, 2020. Having exhausted the Grantee's ability to grant extensions, the Subgrantee is now requesting an extension from FEMA.

Based on extenuating circumstances outlined by the Subgrantee, per 44 CFR § 206.204 (d), FEMA approves extending the PoP for PW 00155 until June 28, 2021. The approval of the PoP for the referenced PW will extend the PoP for FEMA-DR-1783 to June 28, 2021. FEMA may review the Grantee's actions on time extensions on a periodic basis to ensure compliance with the regulations. 44 CFR § 206.204 (d) stipulates that time extension requests include: "*1) the date and provisions of all previous time extensions on the project; and 2) a detailed justification for the delay and a projected completion date.*" Any further requests for time extensions on the referenced PW must comply with these conditions. The approval of this time extension is not an approval for increased funding. Please advise the Subgrantee of this determination and note this approved time extension in your next quarterly report. It will also be recorded in our Emergency Management Mission Integrated Environment (EMMIE) system.

As a reminder, all PWs are required to reflect a PoP that covers the timeframe associated with the approved scope of work performed. After-the-fact time extensions are not encouraged as it is the responsibility of the Subgrantee and the Grantee to ensure all PWs have current time extensions in place.

Secretary Ortiz Wertheim  
June 25, 2020  
Page 2

If you have any questions regarding this matter, please contact David Lebsack, Acting Recovery Division Director, at (940) 898-5339.

Sincerely,

**GEORGE A** Digitally signed by  
**ROBINSON** GEORGE A ROBINSON  
Date: 2020.06.25  
21:36:51 -05'00'

George A. Robinson  
Regional Administrator

cc: Lydia Brooks, FEMA Region 6 Grants

# REQUEST FOR PROJECT TIME EXTENSION

PAGE 1 of 1

(COMPLETE EACH CELL - PREPARE A SEPARATE REQUEST FOR EACH PROJECT)

DECLARATION NO. FEMA NM -DR- 1783	PW NO. 155 /155V1	FIPS NO. 027-65210-0	DATE: 4/20/2020	CATEGORY F
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APPLICANT: Village of Ruidoso	COUNTY: Lincoln	DAMAGED FACILITY: Upper and Lower Canyon Sewer Line
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DATE OF DECLARATION: 8/14/2008	DATE OF PROJECT APPROVAL/FUNDING: 2/26/2009	DATE PROJECT IS CURRENTLY APPROVED THROUGH: June 28, 2020
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NUMBER OF PREVIOUS TIME EXTENSIONS: 7	PERCENTAGE OF WORK COMPLETE AS OF THE DATE OF THIS REQUEST: 20%
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MILESTONES:	PROJECTED DATE:	ACTUAL DATE:
1. DESIGN FINALIZED AND APPROVED:	May 2020	TBD
2. BID PACKAGE OR WORK ORDER ISSUED:	September 2020	TBD
3. CONTRACT ACCEPTED / NOTICE TO PROCEED:	October 2020	TBD
4. SCOPE OF WORK STARTED:	October 2020	TBD
5. SCOPE OF WORK FINISHED:	August 2021	TBD
6. CERTIFICATE OF COMPLETION / PROJECT APPROVAL.	September 2021	TBD

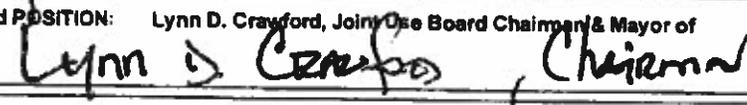
PROVIDE A DETAILED TIMELINE OF DELAYS IN CONJUNCTION WITH DOCUMENTED JUSTIFICATION DESCRIBING THE EXTENUATING CIRCUMSTANCES OR UNUSUAL PROJECT REQUIREMENTS THAT ARE BEYOND THE CONTROL OF THE APPLICANT. (This must be provided for approval consideration. Add attachments as necessary for a complete request description):

Even after the 2008 DR 1783 Disaster, the Village of Ruidoso has been repeatedly impacted by floods and wildfires, with two wildfires impacting the area as recently as 2016. The DR-1783 disaster damaged a number of bridges and approximately 15 miles of the sewer line system. After extensive work to resolve and address Environmental Compliance issues, the Least Environmentally Damaging Project Alternative (LEDPA) solution was approved and concurred by USACE and FEMA Region 8, which was documented in January 2016. This Project Worksheet was versioned in 2017. Because of internal budget processes and the large dollar value of the project, the Village waited for the administrative process of sub-grant amendments and obligations to be fully executed before moving forward on the project. This took a few months after the initial approval. Once the amendment process and obligations were fully executed, the Village has working with its staff, contractors and engineering firm to move toward the 100% design for the sewer line project. Because the sewer line project and the bridge projects are high dollar projects, the Village has been working on how to fund and phase the various projects while ensuring that the internal budgets are fiscally responsible and complies with the Village's internal budgeting processes. The Village has defined a strategy, plan, and timeline to complete the sewer line project by mid-2020. However, there has been new challenges with finalizing the 100% Design and obtaining a new standalone Environmental Assessment. With the obligations received, the Village is able to proceed forward and address the budgetary constraints to move the project to full implementation. The Village's professional engineering firm is in the process of preparing the final 100% design and the project bid documents (to be completed the end of May 2020) and the bidding process for the construction phase of the project is scheduled for the late summer of 2020. With the impacts of COVID-19 hitting the Village of Ruidoso community, they begun to implement the recommended public health protective actions and best practices for mitigating the spread of the virus. While the Village's focus for the upcoming months are directed on the COVID-19 response, they are still working diligently to keep the current DR-1783 projects moving forward. It is great to report that despite new challenges, the Village was able to accomplish some milestones and keep the project and design moving forward. To demonstrate the extensive progress on the project, attached to this RTE is a compilation of weekly updates from January 2019 to March 2020 and a letter from the Village detailing the challenges and obstacles we worked through to keep the project moving forward. As the final design and details are being developed, the project team is being proactive and addressing environmental, permitting, compliance and logistical issues as soon as possible. Therefore, the Village is requesting an extension in order to complete this critical project. The Village of Ruidoso understands that the extensions are requested in yearly increments but the above milestone dates are documented as realistic given all of the logistical and scheduling constraints.

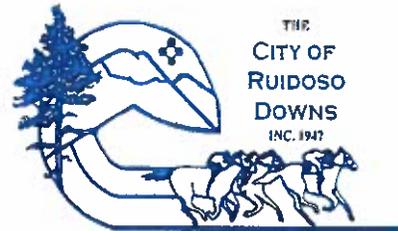
DATE OF TIME EXTENSION REQUESTED: June 28, 2021

Applicant understands that: 1) approval is based on the information provided with this request; 2) any changed conditions are to be immediately brought to the attention of the Governor's Authorized Representative; and, 3) approved projects remain subject to all previous requirements for accountability, completion, and closure.

SIGNATURE OF APPLICANT'S AUTHORIZED REPRESENTATIVE: 	DATE: 4-24-20
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PRINT NAME and POSITION: Lynn D. Crawford, Joint Use Board Chairman & Mayor of Ruidoso 	CONTACT NUMBER: 575-258-4343
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# AGENDA MEMORANDUM RWWTWP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenters:** Karen Gutierrez,  
Asst. Finance Dir./Capital Projects Mgr.  
Village of Ruidoso

—	Consent Item
—	Public Hearing
X	Regular Item
—	Board and Commission
—	Appointments
—	Informational
—	Workshop Item

3

**Meeting Date:** July 15, 2020

**RE:** Discussion and Possible Action on Task Order #RFP2020-009P-01 with High Water Mark, LLC for Professional Environmental Compliance, Construction Management and Inspection Services Relating to the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$1,043,277.75, Excluding Gross Receipts Tax.

**Item Summary:**

Discussion and Possible Action on Task Order #RFP2020-009P-01 with High Water Mark, LLC for Professional Environmental Compliance, Construction Management and Inspection Services Relating to the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$1,043,277.75, Excluding Gross Receipts Tax.

**Financial Impact:**

This Task Order will be funded with FEMA Sandy Recovery Improvement Act (SRIA) grant funds in Contractual Services Account 300-281-52000. A budget adjustment will be done upon approval.

**Item Discussion:**

The Scope of Work (SOW) is presented for:  
Project Management Services  
Design Phase Services  
Construction Phase Services  
Post Construction Phase Services

The details of these services are defined in the attached SOW sheet.

**Recommendations:**

To Approve Task Order #RFP2020-009P-01 with High Water Mark, LLC for Professional Environmental Compliance, Construction Management and Inspection Services Relating to the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$1,043,277.75, Excluding Gross Receipts Tax.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**



Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 7/10/20 10:30am)  
Date Time

Village of Ruidoso  
Sanitary Sewer System Repair-Rehabilitation Project  
DR-1783-PW 155  
Task Order #RFP2020-009P-01  
HWM 2020-2021 Contract

**Project Name:** Sanitary Sewer System Repair-Rehabilitation Project

**Scope:** The purpose of this task order is to provide professional environmental compliance, grant compliance, construction management, and inspection services.

Below is a description of the tasks and attached is a further breakdown of the tasks with dollar amounts.

- A. Project management services
  - a. Primary interface between FEMA, NMDHSEM, Village of Ruidoso (VOR), Joint Use Board (JUB), consulting staff & contractors
  - b. Site visits with FEMA, consulting staff, and VOR staff and to property owner issues compliance with 49 CFR
  - c. Documentation of site visits, revision of PWs & line items, follow up submittals w/FEMA
- B. Support through design phase
  - a. Scope, preliminary and final design reviews and documentation for FEMA Grant Compliance
  - b. Review Bid Documents for FEMA grant compliance - plans, specifications and contract documents
  - c. Environmental permitting and documentation
- C. Construction phase services
  - a. Assist VOR in advertising for Construction Bids, bid analysis, and award contract for FEMA Grant Compliance
  - b. Attend pre-construction conference to ensure contractors understand FEMA Grant Compliance
  - c. Construction Observation to ensure environmental compliance and FEMA grant compliance (44 CFR and 49 CFR)
  - d. Conduct inspections and complete documentation for FEMA grant compliance
- D. Reporting and Post-Construction Phase Services
  - a. Review post-construction reports and prepare close out documentation
  - b. Ensure compliance with statutory, administrative, and regulatory requirements
  - c. Prepare and submit periodic project progress reports to the Village of Ruidoso and Joint Use Board including quarterly reports and Request for Time Extensions (RTEs)

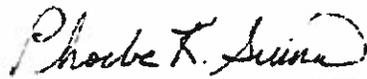
**Deliverables:**

- A. Review of Hazard Mitigation Design Documents

- a. Easement Documents (within one week after receipt)
- b. Design Report (within one week after receipt)
- c. Design Plans (within one week after receipt)
- B. Periodic Reporting
  - a. Quarterly Reports (due by January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>)
  - b. Request for Information (due by the timelines defined by NM Department of Homeland Security (NMDHSEM) and FEMA)

Compensation: See below detailed breakdown

RATE SCHEDULE FOR PW 155-Sewerline						
FEMA 1783 - PW 155 Sewerline						
Project Management & Compliance Task	Labor Category	Rate	Estimated Hours	Estimated Amount	Estimated Hours by Task	Estimated Amount By Task
A	Engineer	\$120.00	869	\$104,327.77	1366	\$156,491.66
	Environmental Specialist	\$105.00	497	\$52,163.89		
B	Engineer	\$120.00	580	\$69,551.85	911	\$104,327.77
	Environmental Specialist	\$105.00	331	\$34,775.92		
C	Engineer	\$120.00	2318	\$278,207.40	3643	\$417,311.10
	Environmental Specialist	\$105.00	1325	\$139,103.70		
D	Engineer	\$120.00	2029	\$243,431.47	3188	\$365,147.21
	Environmental Specialist	\$105.00	1159	\$121,715.74		
<b>SUBTOTAL</b>				\$1,043,277.75	9108	\$1,043,277.75
<b>GRT (8.4375%) Utilized Tax Rate</b>				\$88,026.56		\$88,026.56
<b>TOTAL FOR PW 117</b>				\$1,131,304.31		\$1,131,304.31



Phoebe Suina, President  
High Water Mark LLC

July 9, 2020

Date

**RWWTP - JOINT USE BOARD**

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF RUIDOSO:**

\_\_\_\_\_  
Lynn D. Crawford, Chairman

ATTEST:

\_\_\_\_\_  
Bertha De Los Santos, MMC  
Deputy Clerk

**CITY OF RUIDOSO DOWNS:**

\_\_\_\_\_  
Dean Holman, Mayor

ATTEST:

\_\_\_\_\_  
Carol Virden, MMC  
Clerk/Administrator

**RATE SCHEDULE FOR PW 155 Sewerline - TO #RFP-2020-009P-01**

**FEMA 1783 - PW 155 Sewerline**

Project Management & Compliance Task	Labor Category	Rate	Estimated Hours	Estimated Amount	Estimated Hours by Task	Estimated Amount By Task
A	Engineer	\$120.00	869	\$104,327.77	1366	\$156,491.66
	Environmental Specialist	\$105.00	497	\$52,163.89		
B	Engineer	\$120.00	580	\$69,551.85	911	\$104,327.77
	Environmental Specialist	\$105.00	331	\$34,775.92		
C	Engineer	\$120.00	2318	\$278,207.40	3643	\$417,311.10
	Environmental Specialist	\$105.00	1325	\$139,103.70		
D	Engineer	\$120.00	2029	\$243,431.47	3188	\$365,147.21
	Environmental Specialist	\$105.00	1159	\$121,715.74		
<b>SUBTOTAL</b>				\$1,043,277.75	9108	\$1,043,277.75
<b>GRT (8.4375%) Utilized Tax Rate</b>				\$88,026.56		\$88,026.56
<b>TOTAL FOR PW 155</b>				\$1,131,304.31		\$1,131,304.31

\*\*\* Assume two (2) years or 24 months of project to close out.

\*\*\* Used the lowest monthly hourly totals as the basis for calculating over the next 2 years. (NOTE: This was used instead of the average of the monthly totals)

**SCOPE OF WORK**

<b>A</b>	<p><b>Project Management Services</b></p> <ul style="list-style-type: none"> <li>* Primary interface between FEMA, NMDHSEM, VOR, consulting staff &amp; contractors</li> <li>* Site visits with FEMA, consulting staff, and VOR staff and to property owner issues compliance with 49 CFR</li> <li>* Documentation of site visits, revision of PWs &amp; line items, followup submittals w/FEMA</li> </ul>
<b>B</b>	<p><b>Design Phase Services</b></p> <ul style="list-style-type: none"> <li>* Scope, preliminary and final design reviews and documentation for FEMA Grant Compliance</li> <li>* Review Bid Documents For FEMA grant compliance - plans, specifications and contract documents</li> <li>* Environmental permitting and documentation</li> </ul>
<b>C</b>	<p><b>Construction Phase Services</b></p> <ul style="list-style-type: none"> <li>* Assist VOR in advertising for Construction Bids, bid analysis, and award contract for FEMA Grant Compliance</li> <li>* Attend pre-construction conference to ensure contractors understand FEMA Grant Compliance</li> <li>* Construction Observation to ensure env. Permitting and FEMA grant compliance (44 CFR and 49 CFR)</li> <li>* Conduct inspections and complete documentation for FEMA grant compliance</li> </ul>
<b>D</b>	<p><b>Post Construction Phase Services</b></p> <ul style="list-style-type: none"> <li>* Review post-construction reports and prepare close out documentation</li> <li>* Ensure compliance with statutory, administrative, and regulatory requirements</li> <li>* Prepare and submit periodic project progress reports to the VOR including quarterly reports and RTEs</li> </ul>



COPY

**CONTRACT FOR GOODS AND SERVICES**

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and High Water Mark, LLC hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso  
ATTN: Lynn D. Crawford  
Title: Mayor  
Street: 313 Cree Meadows Drive  
City, State, Zip: Ruidoso, NM 88345  
Phone: 575-258-4343  
Fax: 575-258-5361

High Water Mark LLC  
ATTN: Phoebe Suina  
Title: President  
Street: 282 S. Camino del Pueblo Ste. 1E  
City, State, Zip: Bernalillo, NM 87004  
Phone: 505-350-7731  
Fax: XXX-XXX-XXXX  
Cell: 505-350-7731  
Email: phoebe@high-watermark.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2020-009P Professional Environmental Compliance, Construction Management and Inspection Services and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

**1. Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.
- C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended

only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

- D. "RFP" means Request for Proposals as defined in statute and rule.
- E. "You" and "your" refers to (Contractor Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

The Contractor shall perform the work as outlined in Appendix G, attached hereto and incorporated herein by reference. All tasks will be accomplished after issuance and approval of specific task orders.

3. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

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

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term.

This agreement shall be effective January 11, 2020 through January 11, 2024, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination.

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made

by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

#### 9. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

#### 10. Merger.

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

**11. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

**12. Equal Opportunity Compliance.**

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

**13. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

**14. Applicable Law.**

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

**15. Records and Financial Audit.**

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

**16. Invalid Term or Condition.**

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

**17. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or

diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**18. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

**19. Succession.**

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

**20. Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**21. Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

**22. Equitable Remedies.**

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

**23. New Mexico Employees Health Coverage.**

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

**24. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**25. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

**26. Default and Force Majeure.**

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

**27. Assignment.**

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

**28. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

**29. Inspection of Plant.**

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

**30. Commercial Warranty.**

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

**31. Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**32. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring

Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**33. Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

**34. Contractor Personnel.**

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Phoebe Suina, President

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

**35. Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the 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 and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

**36. Inspection.**

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**37. Inspection of Services.**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

**38. FEMA Contract Provisions**

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the Village of Ruidoso (Owner) and (Contractor), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Contractor understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- A. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Contractor must be in compliance with (2 C.F.R. § 200.319) in regards to hiring subcontractors.

**THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES' OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

**39. Insurance.**

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance

coverage(s), naming the Village of Ruidoso as additional insured.

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

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

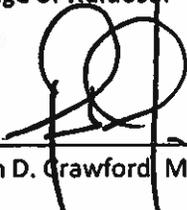
40. Arbitration.

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

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

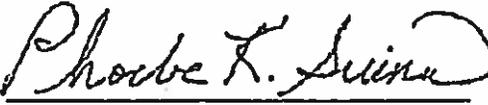
**SIGNATURES:**

Village of Ruidoso:

  
\_\_\_\_\_  
Lynn D. Crawford, Mayor

Date: 4/28/20

**CONTRACTOR:**

  
\_\_\_\_\_  
Phoebe Suina, President

Date: April 22, 2020

**ATTEST:**

  
\_\_\_\_\_  
Brutha De La Santa, Deputy Clerk



Village of Ruidoso  
 Cost Proposal Submittal  
 RFP 2020-009P



# COST PROPOSAL

## Cost Proposal

Cost for staff is presented in the table below. Other direct costs incurred (including but not limited to faxes, copies, mailings, and filings, etc.) will be billed at actual cost. Applicable gross receipts tax (GRT) will be added to the below hourly rates.

Cost type	Hourly Rate*
High Water Mark Personnel (With Engineering Degree)	\$120.00 per hour
High Water Mark Personnel (Hydrologist, Geologist, Environmental Scientist, GIS Specialist, Planner)	\$105.00 per hour
Expenses-Other	Actual cost

**\*Note:** Based upon the definition in RFP #2020-009P, the hourly rate means “the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.” If the Village of Ruidoso would rather have an hourly rate and break out the mileage and per diem costs, HWM would consider that type of breakdown instead of grouping all those items into one rate.

Based upon the information in the Request for Proposal and High Water Mark’s (HWM) experience working with multiple FEMA subgrantees within New Mexico, a time and materials contract utilizing the hourly rate for cost is probably the best method of developing a fair and reasonable cost for this type of service. This provides both the Village of Ruidoso and HWM the least risk and best way to track costs with supporting time and effort documentation and, therefore, ensures the eligibility of the reimbursement of the costs under the FEMA Public Assistance Program.

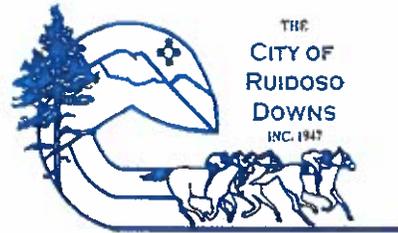
From HWM’s experience with FEMA Office of Inspector General audits, NM Department of Homeland Security & Emergency Management (DHSEM) desk audits and independent audits, the hourly tracking of project management, professional services, and compliance services provides the most information for auditors, NMDHSEM reviewers and FEMA reviewers to determine whether the costs are reasonable, fair and eligible. In addition, HWM is proposing to track the labor costs and connecting the costs back to a base hourly rate with a short description of the tasks performed by Project Worksheet. This is especially important because ALL costs must be tracked by individual Project Worksheet. Through the submittal of our monthly invoices, the Village of Ruidoso will have a three-level description of our costs. The first level is a summary level that summarizes the hours and costs by labor category and the associate gross receipt tax. The second level will summarize the costs by Project Worksheet, which will facilitate the required quarterly financial report information by Project Worksheet. The third level is brief task description by individual, along with the number of hours, associated Project Worksheet number and cost. This three-level approach will provide the Village of Ruidoso documentation of all HWM labor costs that will have the information needed when the projects are reviewed and costs need to be justified.



*Milestones*

Based upon HWM's experience working on FEMA Public Assistance projects and assisting various subgrantees through the approval process and reimbursement process, FEMA and the Office of the Inspector General do not recommend time and materials contracts because they believe that there is no incentive for the contractors to complete the work quickly. In order to address that particular concern and as recommended on page 53 of the FEMA Public Assistance guidebook, the contracts need to ensure that costs are fair and reasonable. One method that HWM has utilized to document that costs are fair and reasonable is to create a milestone within the contract and with the client. That defined milestone is that either: 1) after every \$100,000 worth of billings to the Village of Ruidoso associated with the scope in this RFP, or 2) on a quarterly basis, HWM shall provide a summary report to the Village of Ruidoso. The summary report will include: A) a financial summary report by PW on HWM services associated with the scope in this RFP; B) an overall project summary report by PW, which is also a comprehensive accomplishment report with photographs to document progress; and C) an update on the overall project schedule.

By utilizing a milestone approach based upon cost or time, this ensures that HWM keeps the projects moving forward and progressing. In addition, the summary report will serve a dual purpose by documenting the overall progress of all the Project Worksheets when the projects go through the final approval and reimbursement process. HWM has found that reviewers feel comfortable that, through the summary reports, the documentation exists to justify the eligibility and reimbursement of the costs.



# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members

**Presenters:** Adam Sanchez  
Public Works Director

**Meeting Date:** July 15, 2020

<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

4

**RE:** Discussion and Possible Action on Task Order #2 Final Amendment 1 with Molzen-Corbin & Associates for Additional Engineering Services in Support of the Easement Development and Property Acquisitions of the Hazard Mitigation and Stabilization Phase of the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$157,165.00, Excluding Gross Receipts Tax.

**Item Summary:**

Discussion and Possible Action on Task Order #2 Final Amendment 1 with Molzen-Corbin & Associates for Additional Engineering Services in Support of the Easement Development and Property Acquisitions of the Hazard Mitigation and Stabilization Phase of the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$157,165.00, Excluding Gross Receipts Tax.

**Financial Impact:**

This Task Order will be funded with FEMA Sandy Recovery Improvement Act (SRIA) grant funds in Capital Projects Account 300-281-53060. A budget adjustment will be done upon approval.

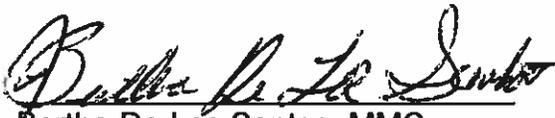
**Item Discussion:**

The objective of Task Order #2 Final Amendment 1 is to provide Additional Engineering Services in support of the easement development and acquisition phase of the Hazard Mitigation and Stabilization for Sewer Lines Project. Molzen-Corbin & Associates will send a detailed listing of tasks that will need to be approved by Village of Ruidoso and City of Ruidoso Downs each week.

**Recommendations:**

To Approve Task Order #2 Final Amendment 1 with Molzen-Corbin & Associates for Additional Engineering Services in Support of the Easement Development and Property Acquisitions of the Hazard Mitigation and Stabilization Phase of the FEMA DR 1783 – PW 155 Sanitary Sewer System Repair-Rehabilitation Project, in the Amount of \$157,165.00, Excluding Gross Receipts Tax.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**



Bertha De Los Santos, MMC

Deputy Clerk

(Received on: 7/10/20 10:30am)  
Date Time

**VILLAGE OF RUIDOSO**  
**SANITARY SEWER SYSTEM REPAIR-REHABILITATION PROJECT**  
**DR 1783 – PW 155**  
**TASK ORDER #2 FINAL AMENDMENT 1**

**Project Name:** Sanitary Sewer System Repair-Rehabilitation Project

**Scope:** The objective of Task Order #2 Final Amendment 1 is to provide Additional Engineering Services in support of the easement development and acquisition phase of the Hazard Mitigation and Stabilization for Sewer Lines Project.

A detailed accounting of tasks is attached.

Professional services for completion of the Design and Bidding phase are itemized below:

**Engineering Review of Easement Documents**

- Preparation of Temporary Construction Easement Boundaries (40 Sites)
  - Molzen Corbin will generate an AutoCAD drawing of easement boundaries required to ensure constructability of the 40 hazard mitigation sites. This Drawing will be used by the surveyor to draft easement documents.
- Engineering Review and Revision of Temporary Construction Easement Exhibits
  - Molzen Corbin will review the surveyor's easement exhibits.
- Engineering Review of Access Easements
  - Molzen Corbin will review the surveyor's access easements.

**Engineering Consultation with Property Owners in Support of Easement Acquisition**

- Engineering Telephone Consultation
  - Molzen Corbin will provide engineering consultation by phone as needed to discuss with Property Owners the design intent of improvements proposed for their properties.
- On-site Engineering Consultation
  - When requested, Molzen Corbin will meet on-site with Property Owners to discuss improvements proposed for their properties. This proposal assumes no more than 20 meetings will be required.
- Engineering Consultation with Surveyor regarding Easement Staking
  - When a property owner requests that an easement be staked, Molzen Corbin will prepare an exhibit and discuss the staking requirements with the surveyor.
- Property Owner Atlas
  - Molzen Corbin will revise the project Property Owner Atlas with property boundaries and easement boundaries.

**Engineering Consultation with Agencies**

- Engineering Consultation with Permitting Agencies
  - Molzen Corbin will continue weekly meetings with the Village of Ruidoso, US Army Corps of Engineers, and the New Mexico Environment Department for two additional months.
- Revision of Design Report in Support of USACE/NMED Permits
  - Molzen Corbin will supplement the Design Report with engineering documentation and analysis requested by USACE and NMED.

**Project Milestones:**

- I. Engineering Review of Easement Documents
  - 1. Preparation of TCE Boundaries (40 Sites) 8-14-20
  - 2. Review and Revision of TCE Boundaries 8-21-20
  - 3. Review of Access Easements 9-18-20
  
- II. Engineering Consultation with Property Owners
  - 1. Consultation with Property Owners 10-30-20
  - 2. Meetings On-site with Property Owners 10-30-20
  - 3. Consult with Surveyor re: Staking for Mtgs 10-30-20
  - 4. Revision of Property Owner Atlas 8-14-20
  
- III. Engineering Consultation with Agencies
  - 1. Meetings with VOR, USACE, NMED 10-2-20
  - 2. Revision of Design Report per agency comments in Support of USACE/NMED Permit 9-18-20

**Compensation:** (See attached Civil Manhour Estimate for a detailed breakdown.)

**Additional Engineering Services**

Additional Engineering Services will be performed on a Time and Materials Fee Not-To-Exceed basis in the Amount of \$157,165.00 excluding NMGRT. NMGRT total (at 7.875000%) is \$12,376.74. Total Compensation is \$169,541.74. Project tasks must be reviewed and authorized in advance by Village of Ruidoso Administration and City of Ruidoso Downs Administration. All travel costs require prior approval.

- Engineering Review of Easement Documents. This work will be performed on a Time and Materials Fee Not-To-Exceed basis in the amount of \$44,400.00 excluding NMGRT.
- Engineering Consultation with Property Owners in Support of Easement Acquisition. This work will be performed on a Time and Materials Fee Not-To-Exceed basis in the Amount of \$45,920.00 excluding NMGRT.
- Reimbursable Expenses. This work will be performed on a Time and Materials Fee Not-to-Exceed basis in the Amount of \$7,295.00 excluding NMGRT.

**MOLZEN CORBIN**

By:   
Adelmo E. Archuleta, P.E.

Title: President & Owner

Date: 07/09/20.

**RWWTP - JOINT USE BOARD**

Passed, Approved and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF RUIDOSO:**

\_\_\_\_\_  
Lynn D. Crawford, Chairman

ATTEST:

\_\_\_\_\_  
Bertha De Los Santos, MMC  
Deputy Clerk

**CITY OF RUIDOSO DOWNS:**

\_\_\_\_\_  
Dean Holman, Mayor

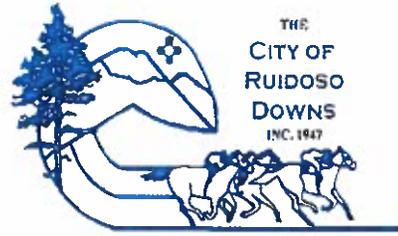
ATTEST:

\_\_\_\_\_  
Carol Virden, MMC  
Clerk/Administrator

CIVIL MANHOUR ESTIMATE  
 Ruidoso Hazard Mitigation Additional Engineering Services  
 Village of Ruidoso  
 Steve Morrow

# MOLZENCORBIN

No.	Project Task	CIVIL				ADMINISTRATION			Grand Totals	
		Senior Engineer	Professional Engineer	Engineering Intern I	Design Technician	Departmental Totals	ADMIN - Support	ADMIN - Grand Tech. Administrator		ADMIN Totals
<b>I. Engineering Review of Easement Documents</b>										
1	Preparation of TCE Boundaries (40 Sites) - not to exceed \$21,600	40.00	40.00		80.00	160.00			0.00	160.00
2	Review and Revision of TCE Boundaries - not to exceed \$17,400	40.00	40.00		40.00	120.00			0.00	120.00
3	Review of Access Easements - not to exceed \$5,200		40.00			40.00			0.00	40.00
	Subtotal Hours Pre-Design/Study/Programming	80.00	120.00	0.00	120.00	320.00	0.00	0.00	0.00	320.00
	Subtotal Fees Pre-Design/Study/Programming	\$15,800.00	\$15,800.00	\$0.00	\$13,200.00	\$44,400.00	\$0.00	\$0.00	\$0.00	\$44,400.00
<b>II. Engineering Consultation with Property Owners</b>										
1	Consultation with Property Owners (no travel) - not to exceed \$16,950	10.00	60.00			70.00	80.00		80.00	150.00
2	Meetings on-site with Property Owners (Assume 20 out of 120) - not to exceed \$20,800		180.00			180.00			0.00	180.00
3	Consult with Surveyor re: staking for meetings, not to exceed \$5,200		40.00			40.00			0.00	40.00
4	Revision of Property Owner Atlas - not to exceed \$16,600		40.00	120.00		160.00			0.00	160.00
	Subtotal Hours Preliminary Design/Schematics (30%)	10.00	300.00	120.00	0.00	430.00	80.00	0.00	80.00	510.00
	Subtotal Fees Preliminary Design/Schematics (30%)	\$1,950.00	\$39,000.00	\$11,400.00	\$0.00	\$52,350.00	\$7,200.00	\$0.00	\$7,200.00	\$59,550.00
<b>III. Engineering Consultation with Agencies</b>										
1	Meetings with VOR, USACE, NMED (2 months) - not to exceed \$5,920	8.00	16.00	8.00		32.00		16.00	16.00	48.00
2	Revision of Design Report in Support of USACE/NMED Permit - not to exceed \$45,920	180.00	40.00			200.00	40.00		40.00	240.00
	Subtotal Hours Design Development (60%)	188.00	56.00	8.00	0.00	232.00	40.00	16.00	56.00	288.00
	Subtotal Fees Design Development (60%)	\$32,760.00	\$7,280.00	\$760.00	\$0.00	\$40,800.00	\$3,600.00	\$1,520.00	\$5,120.00	\$45,920.00
	Total Labor Hours	258.00	476.00	128.00	120.00	982.00	120.00	16.00	136.00	1,118.00
	Standard Billing Rate or Fee	\$195.00	\$130.00	\$95.00	\$110.00	\$137,550.00	\$90.00	\$95.00	\$95.00	\$149,870.00
	Fee Dollars	\$50,310.00	\$61,880.00	\$12,160.00	\$13,200.00	\$137,550.00	\$10,800.00	\$1,520.00	\$12,320.00	\$149,870.00



# AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

**To:** Joint Use Board Members  
**Presenter:** Isaac Garcia, RWWTP Director  
**Meeting Date:** July 15, 2020

<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

5

**Re:** Monthly Report on the Regional Wastewater Treatment Plant

**Item Summary:**

Monthly Report on the Regional Wastewater Treatment Plant.

**Item Discussion:**

Report provided by Isaac Garcia for information purposes only.

**Recommendations:**

N/A.

**Required Approvals of Agenda Memorandum and Back-Up Documentation:**

Bertha De Los Santos, MMC  
Deputy Clerk

(Received on: 7/10/20 12:30pm)  
Date Time

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY  
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

<u>Name</u>	<u>Limits</u>	<u>Description</u>
Flows (MGD)		Treated Effluent Leaving To The Rio-Ruidoso in Million Gallons per Day (MGD)
TEMP (Celsius) °		Temperature of Effluent Leaving Facility
pH	6.6 - 8.8	pH of Effluent Leaving the Facility
D.O. (mg/l)		Dissolved Oxygen in Effluent Leaving to the Rio-Ruidoso
TSS (mg/l)	0 - 18.6	Total Suspended Solids in Effluent Leaving to the Rio-Ruidoso
BOD5 (mg/l)	0 - 30	Bio-Chemical Oxygen Demand is a 5 Day Test which determines the Food & D.O Leaving to the Rio-Ruidoso
E.COLI (cfu/100 ml)	0 - 126	Concentration of E.Coli Bacteria in Colony Forming Units per 100 mls of Effluent
TRC (ug/L)	0 - 11	Total Residual Chlorine Concentration of Effluent Leaving to the Rio-Ruidoso in Micrograms per Liter (ug/l)
FOG (mg/L)	0 - 40	Fats, Oils and Grease Concentration Sampled from a Designated Area
VSS (mg/L)		Volatile Suspended Solids are Organic (Living) Solids that can be burned off in a 550°C Muffle Furnace
VOL %		Percent Volatile is the amount of Organic (Living) Material in the Influent Stream. The Higher the Better
% Removal	> 85%	TSS Coming into the Facility, Minus TSS Leaving Facility, divided by TSS Coming into the Facility, X 100 = % Removal (Plant Performance)



**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY  
MONTHLY RECORD FOR FOG RESULTS**

**FOG RESULTS**

**Mescalero, New Mexico**

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
6/3/2020	30.2	IMG - Carrizo Canyon
6/3/2020	33.2	Hollywood Station - CORD

**FOG RESULTS (RWWTP - INFLUENT)**

**Ruidoso Downs, New Mexico**

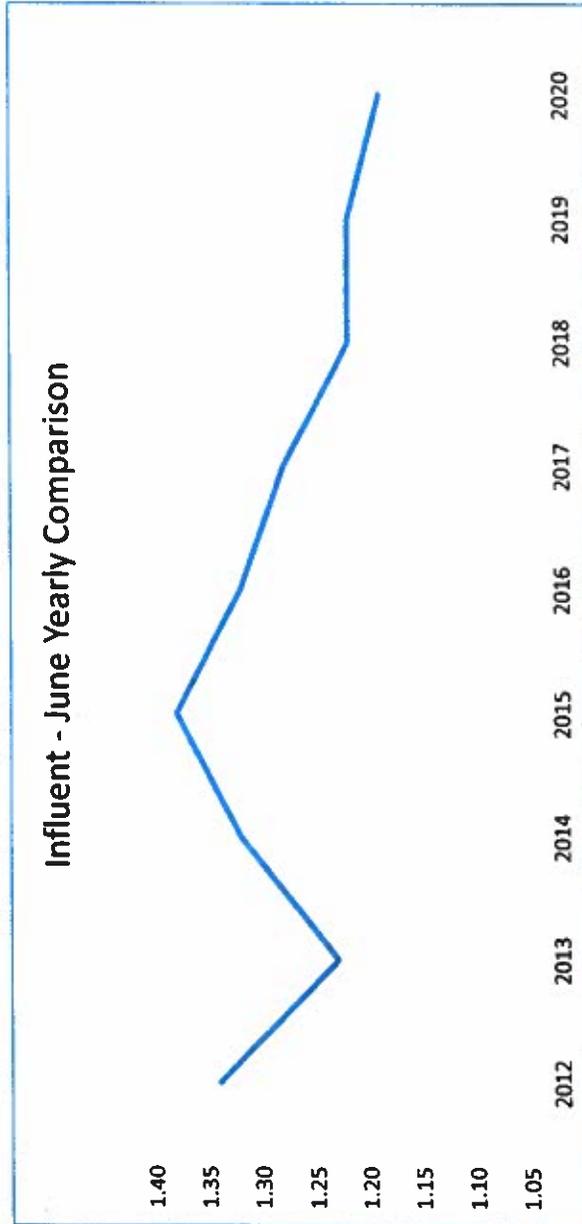
<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
6/3/2020	28.6	Influent Before Bar Screen

## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - June Yearly Comparison

2012	1.34
2013	1.23
2014	1.32
2015	1.38
2016	1.32
2017	1.28
2018	1.22
2019	1.22
2020	1.19



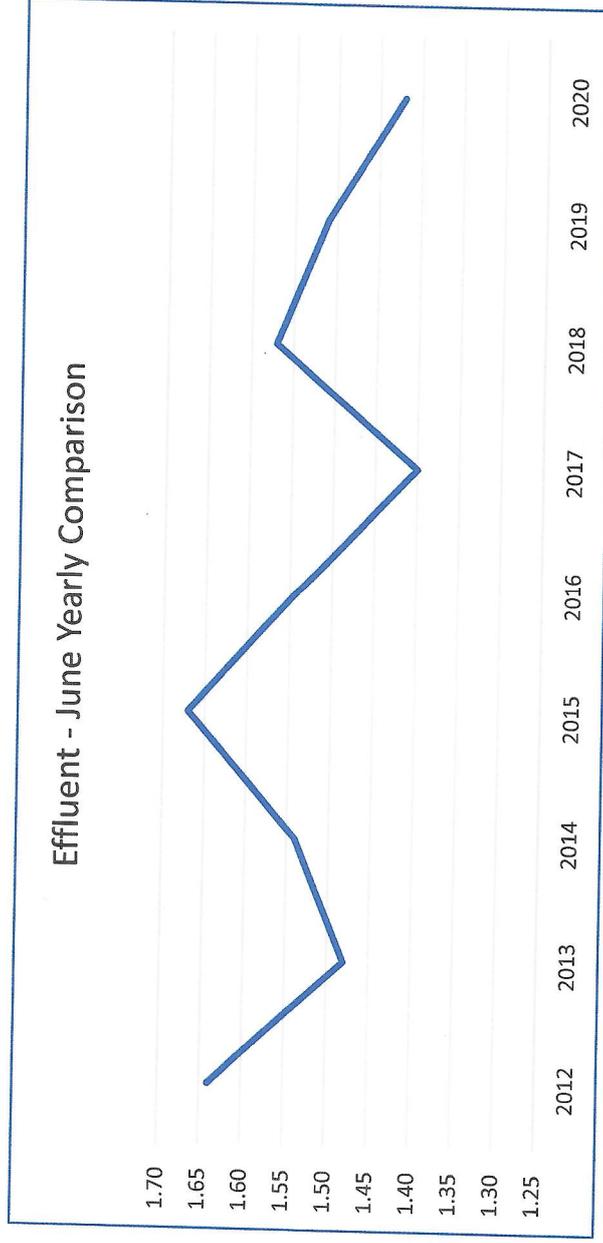


## Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Effluent - June Yearly Comparison

2012	1.64
2013	1.48
2014	1.54
2015	1.67
2016	1.54
2017	1.40
2018	1.57
2019	1.51
2020	1.42

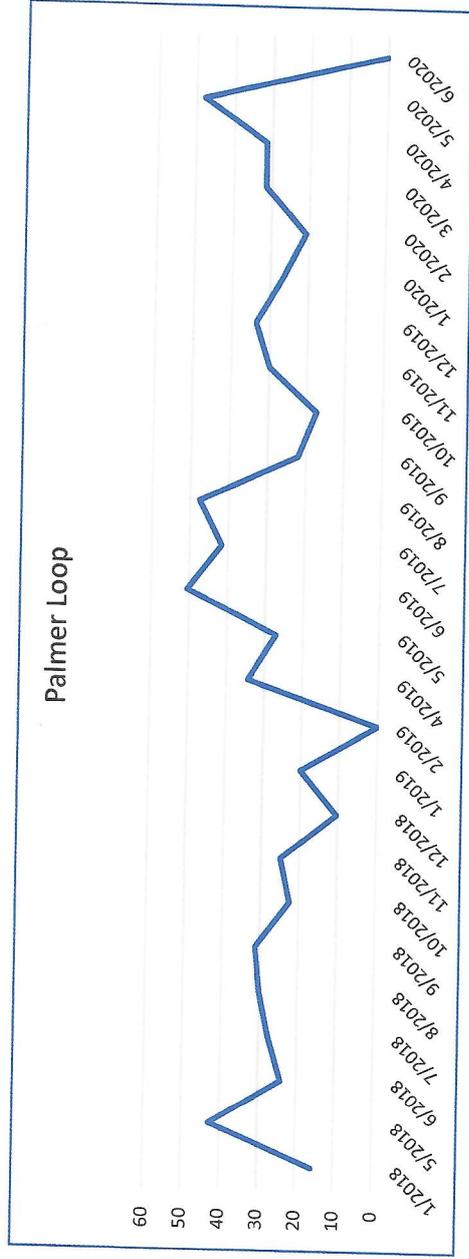


# Manager's Report - RWWTP

FOG Results - Palmer Loop

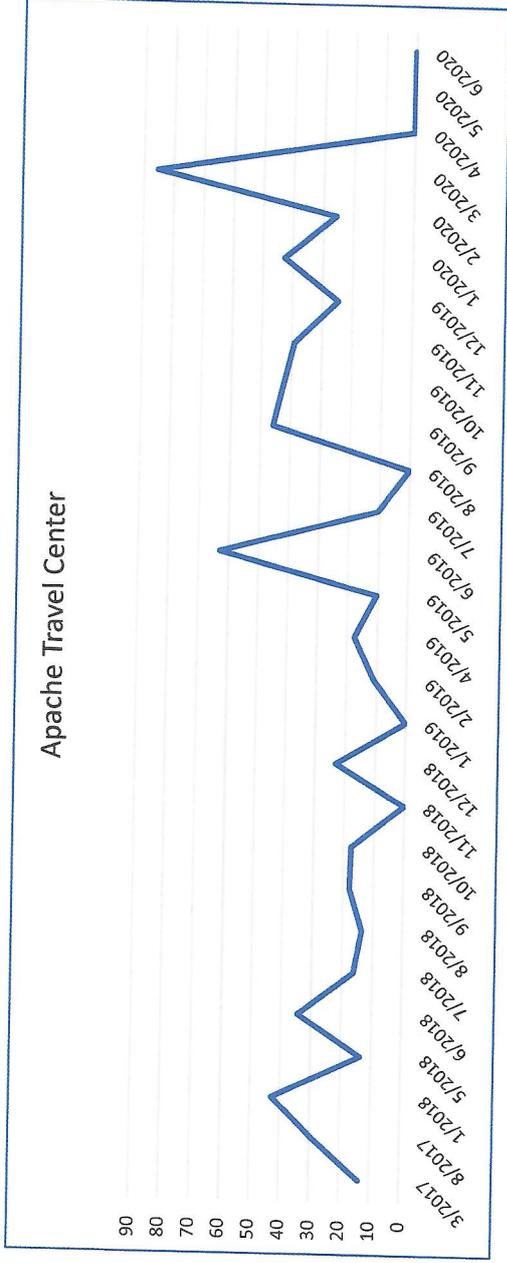
June 2020

Collection Month/Year	Results
1/2018	15.8
5/2018	42.8
6/2018	24.0
7/2018	27.5
8/2018	29.9
9/2018	31.2
10/2018	22.4
11/2018	24.9
12/2018	10.3
1/2019	20.0
2/2019	ND
4/2019	34.2
5/2019	27.0
6/2019	50.5
7/2019	41.6
8/2019	47.6
9/2019	22.0
10/2019	17.3
11/2019	29.7
12/2019	33.4
1/2020	26.7
2/2020	20.8
3/2020	31.4
4/2020	31.3
5/2020	47.9
6/2020	N/A



**Manager's Report - RWWTP**  
 FOG Results - Apache Travel Center  
 June 2020

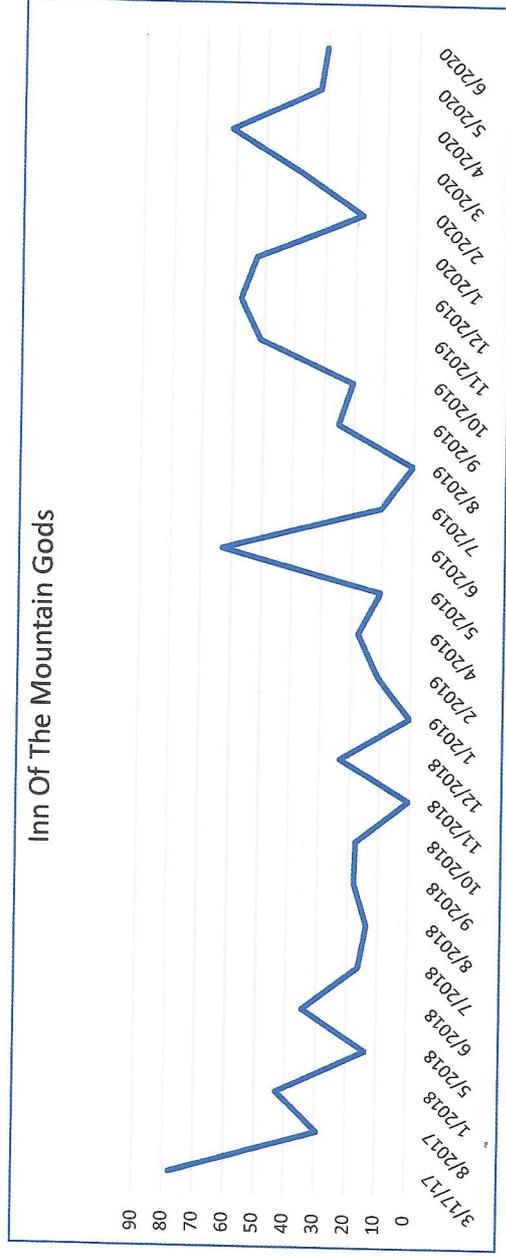
Collection Month/Year	Results
3/2017	13.6
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	ND
12/2018	23.0
1/2019	ND
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	45.6
10/2019	42.3
11/2019	38.9
12/2019	24.6
1/2020	42.6
2/2020	25.6
3/2020	85.2
4/2020	0.0
5/2020	Closed
6/2020	Closed



# Manager's Report - RWWTP

FOG Results - Inn of The Mountain Gods (IMG)  
June 2020

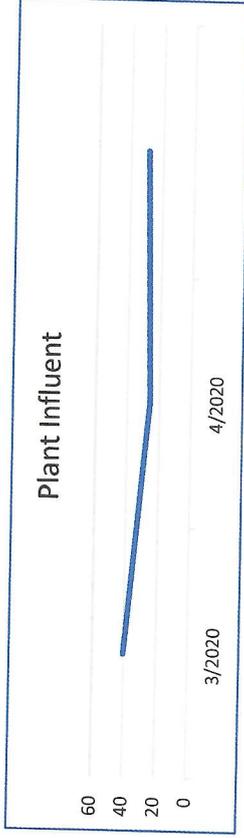
Collection Month/Year	Results
3/17/17	77.8
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	0.0
12/2018	23.0
1/2019	0.0
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	24.9
10/2019	20.3
11/2019	51.1
12/2019	57.6
1/2020	52.4
2/2020	17.7
3/2020	38.2
4/2020	61.2
5/2020	32.2
6/2020	30.2



### Manager's Report - RWWTP

FOG Results - Plant Influent  
June 2020

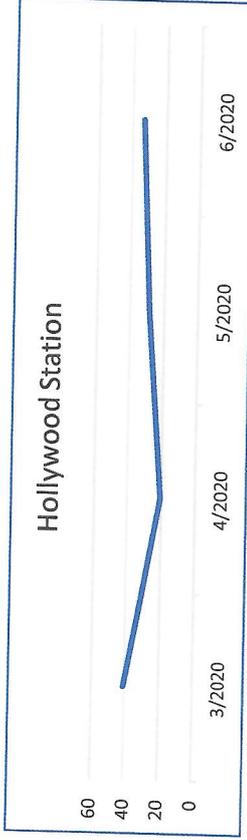
Collection Month/Year	Results
3/2020	40.2
4/2020	25.6
6/2020	28.6



### Manager's Report - RWWTP

FOG Results - Hollywood Station  
June 2020

Collection Month/Year	Results
3/2020	40.7
4/2020	20.3
5/2020	28.6
6/2020	33.2



### Manager's Report - RWWTP

FOG Results - CORD  
June 2020

Collection Month/Year	Results
3/2020	-0.5 40.2-40.7
4/2020	5.3 25.6-20.3

