

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

**AGENDA INDEX
REGULAR MEETING
AUGUST 19, 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.

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| 1. Discussion and Possible Action on Approval of Minutes:
July 15, 2020 Regular Meeting | 1 |
| 2. Discussion and Possible Action on First Renewal Agreement with Environmental Science Associates (ESA) for Professional Services for Environmental Consultant to Assist the Wastewater Treatment Facility and Joint Use Board. | 7 |
| 3. Discussion and Possible Action on Change Order No.1 with SAK Construction, LLC for the Restoration of Existing Sewer Lines and Manholes Phase for the Middle and Lower Segments, Requesting an Increase of 366 Calendar Days from Suspension for a Completion Date of May 5, 2021 and Time and Material for Heavy Mechanical Cleaning of Ten Locations of the Sewer Interceptor Line, in the Amount Not to Exceed \$47,609.88, Excluding Gross Receipts Tax. | 19 |
| 4. Monthly Report on Regional Wastewater Treatment Plant. | 35 |

REPORTS FROM BOARD MEMBERS.

CLOSED SESSION.

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

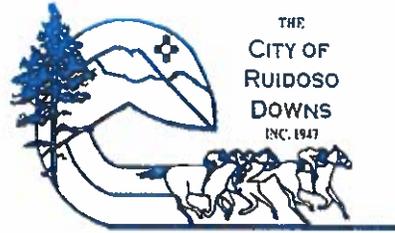
Any action taken as a result of the closed session will be brought back into open session.

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: Wednesday August 12, 2020
Time: 2:00 p.m.



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Bertha De Los Santos, MMC
Deputy Clerk
Meeting Date: August 19, 2020
Re: Approval of Minutes:
July 15, 2020 Regular Meeting

<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

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Item Summary:

Approval of Minutes:
July 15, 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: 7/12/20 2:00 pm)
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
JULY 15, 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 Joe Eby (Proxy for 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; Gigi Dixon, Administrative Assistant II; and Eric Boyda, Water Rights/Watershed 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 via Zoom. There were approximately 2 viewers on YouTube (online video sharing platform).

APPROVAL OF AGENDA:

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

REGULAR ITEMS:

Discussion and Possible Action on June 17, 2020 Regular Meeting Minutes.

Councilor Cornelius moved to approve June 17, 2020 Regular Meeting Minutes. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

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.

Karen Gutierrez stated the following: FEMA-1783-DR-NM was declared on August 14, 2008; in accordance with Title 44 CFR § 206.204, the grantee (DHSEM) might 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 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 for FEMA 1783-DR-PW155 on April 24, 2020; and the Village just received the approval letter dated June 25, 2020.

Phoebe Suina, with High Water Mark, and Jerry Paz, with Molzen-Corbin & Associates provided a PowerPoint presentation and briefly reviewed the projects, current milestones, and timelines.

Ms. Suina stated the following: on July 7, a time extension approval was received through June 28, 2021; the project worksheets were approved in annual segments; around May or April another time extension would be sought; in speaking with Homeland Security, they would most likely have to extend the entire 1783 disaster; all the letters for easements had gone out to property owners; there were 10 easements and 7 property owners, due to property owners owning more than one property; planned to have all easements completed by the end of the month; environmental approvals and FONSI should be received in early September; transmitting electronic submittals today; and Molzen-Corbin & Associates delivered temporary hazard mitigation yesterday. Mr. Paz stated the following: were working on area calculations; for each property there would be six areas calculated; were meeting with appraiser this week whose work would take approximately three weeks; as a bunch was done, the Attorney would begin writing offers for approximately 120 and send them in the mail; at some point, they would be working with getting them executed; there would be some easements that were easily obtained and some that would be more difficult and might have to be modified per the owner's request; unfriendly requests were those that might never sign, but would eventually be handled as eminent domain after a specific period of time. Ms. Suina explained the process and steps that were required to get a Finding of no Significant Impact (FONSI) by September 2020. Mr. Paz explained what would occur after the FONSI was received. Ms. Suina stated they had been meeting with attorneys to outline easement process on the Village of Ruidoso areas.

Joey Jarvis moved to Acknowledge 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. Mayor Holman seconded and the motion carried with a roll call vote of all ayes.

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.

Karen Gutierrez stated the following: High Water Mark, LLC began working on this disaster in 2016; they had played a big role working with all departments involved; with her services, Ms. Suina assisted with quarterly reports to FEMA; and her input and verbiage needed for those reports played a vital role in showing progress.

Phoebe Suina stated the following: they were grateful for the opportunity to work with the Village of Ruidoso since 2016; in 2016 they had hoped to take the design as it was, but had to take many turns to get to this point; appropriate documentation was vital for closeout; the task order should take them to the end of the project to receive all reimbursements; it was not an easy process and two bureaucracies had to be dealt with; and she really enjoyed working with the staff at the Village of Ruidoso.

Ms. Gutierrez stated the project was funded by the Sandy Recovery Act and the audit that came at the end of the project would be vital.

Joey Jarvis stated it was important to approve the task order and was eager to see completion and closeout from the approval.

Councilor Eby inquired about per diem. Ms. Suina stated it was worked into the final total. Ms. Gutierrez stated High Water Mark had placed an office in Ruidoso, which helped with GRT being

paid here.

Councilor Cornelius moved 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. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

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.

Karen Gutierrez stated the following: the objective of the proposed task order was to provide additional engineering services in support of the easement development and acquisition phase of the Hazard Mitigation and Stabilization for Sewer Lines Project; and Molzen-Corbin & Associates would send a detailed listing of tasks that would need to be approved by Village of Ruidoso and City of Ruidoso Downs each week.

Timothy P. Dodge stated the following: a construction task order would be presented at a later date; had put in additional requirements to control resources spent and better manage the project; wanted all additional costs to be justifiable; and, unless there were any unforeseen circumstances, they would be moving forward.

Jerry Paz stated the following: if property owners had questions regarding the design they would respond to them; this would only cover them through the easement phase; would provide surveyor to stake properties; and any charges would require pre-authorization by the Village.

Councilor Cornelius moved 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. Councilor Eby seconded and the motion carried with a roll call vote of all ayes.

Monthly Report on Regional Wastewater Treatment Plant.

Isaac Garcia stated the following: June and July flows were low; removed 99.5 % of everything going into the plant; FOG samples were taken and the reading at the Hollywood Station was 33.2; and the plant was running smoothly.

Councilor Cornelius inquired if FOG was low due to not taking readings from Mescalero. Mr. Garcia stated yes, but he would take them next month; and staff did inspections on restaurants in June and the restaurants were staying on top of things.

Chairman Crawford thanked Mr. Garcia for all his hard work.

REPORTS FROM BOARD MEMBERS:

Councilor Eby thanked everyone for doing a great job.

CLOSED SESSION:

There was no Closed Session.

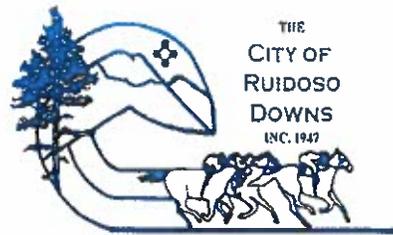
ADJOURNMENT:

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chairman Crawford adjourned the regular meeting at 10:51 a.m.

Passed and approved this ___ day of _____, 2020.

APPROVED: _____
Lynn D. Crawford, Chairman

ATTEST: _____
Bertha De Los Santos, MMC
Deputy Clerk



AGENDA MEMORANDUM RWWTTP – JOINT USE BOARD

To: Joint Use Board Members

Presenter: Isaac Garcia, RWWTTP Director

Meeting Date: August 19, 2020

—	Consent Item	2
—	Public Hearing	
X	Regular Item	
—	Board and Commission	
—	Appointments	
—	Informational	
—	Workshop Item	

RE: Discussion and Possible Action on First Renewal Agreement with Environmental Science Associates (ESA) for Professional Services for Environmental Consultant to Assist the Wastewater Treatment Facility and Joint Use Board.

Item Summary:

Discussion and Possible Action on First Renewal Agreement with Environmental Science Associates (ESA) for Professional Services for Environmental Consultant to Assist the Wastewater Treatment Facility and Joint Use Board.

<u>Fund:</u>	510	<u>Line Item:</u>	410-52006	<u>Budgeted Amount:</u>	\$26,811.00, Excluding GRT	<u>Available Balance:</u>	\$26,811.00, Excluding GRT
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Item Discussion:

Environmental Science Associates (ESA) was recommended for selection to provide professional services for environmental consultant to assist the Regional Wastewater Treatment Facility and Joint Use Board.

Recommendations:

To approve First Renewal Agreement with Environmental Science Associates (ESA for Professional Services for Environmental Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board.

Required Approvals of Agenda Memorandum and Back-Up Documentation:


 Bertha De Los Santos, MMC
 Deputy Clerk
 (Received on: 8/19/20 2:00pm)
 Date Time

FIRST RENEWAL AGREEMENT

THIS FIRST RENEWAL OF AGREEMENT by and between the Village of Ruidoso, a New Mexico Municipal Corporation (Village) and Environmental Science Associates (Contractor) dated August 21, 2020.

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement, dated August 21, 2019 for Environmental Consultant to Assist the Regional Wastewater Treatment Facility and Joint Use Board, a copy of which is attached hereto, and

WHEREAS, the parties wish to renew said Agreement for a one-year period.

NOW THEREFORE, the parties hereto agree as follows:

1. The Agreement is hereby renewed for a period of one (1) year, commencing August 21, 2020 and shall terminate August 20, 2021.
2. All other terms and conditions of the Agreement as amended shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of August 2020.

For the Regional Wastewater Treatment Plant Joint Use Board:

Joint Use Board:

Contractor:

By: _____
Lynn D. Crawford, Chairman

By: _____

Title: _____

ATTEST:

Bertha De Los Santos, MMC Deputy Clerk

By: _____
Dean Holman, City of Ruidoso Downs Mayor

Date: _____

ATTEST:

Carol Virden, Clerk/Administrator

P190875

**PROFESSIONAL SERVICES AGREEMENT
FOR**

**Professional Services for Environmental Consultant to Assist the
Wastewater Treatment Facility and Joint Use Board**

This agreement is made and entered into the 21st day of August, 2019 by and between the VILLAGE OF RUIDOSO and CITY OF RUIDOSO DOWNS, together as the Joint Use Board, hereinafter called the "BOARD", and Environmental Science Associates, hereinafter called CONTRACTOR.

WITNESSETH:

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

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

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

I. RECITALS

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

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

II. AGREEMENT

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

1. SCOPE OF WORK

Use Attainability Analysis-The SWQB conducted fisheries studies in the Rio Ruidoso which will include the segment of the Rio Ruidoso below the Highway 70 Bridge into which the RWWTP discharges. The current designated uses for this segment include "cold water aquatic life." Previous studies reported that the presence of cold-water fish in this segment may not exist and with the of the SWQB, the JUB proceeded with conducting a Use Attainability Study (UAA) and a public meeting was conducted to

present the draft UAA for comment. The JUB will require the technical expertise and an environmental consultant to review any fisheries data collected for the completion of the UAA and to respond to all comments on the draft UAA in an effort for a re-designation of the stream segment to an aquatic life use that matches the actual habitat of the segment more closely. A re-designated aquatic life use of the segment could lead to a revised TMDL and WLA that both protects water quality in the Rio Ruidoso and is achievable by the RWWTP. The selected consultant will assist in filing a petition with the WQCC to communicate the results of these efforts to the JUB and to assist the efforts of the SWQB where needed to complete the UAA in compliance with all regulations. This assistance may include the coordinating of stream data collection with the fisheries studies and stream data collection activities.

Additional support of JUB's Goal- As previously stated, the JUB's goal is protect the water quality of the Rio Ruidoso and maintain NPDES permit limits that are achievable by the RWWTP. The JUB may specify such tasks in the future that will support their goals. For example, if the WQCC adopts a regulation allowing for temporary standards later as part of its Triennial Review of surface water quality standards, the JUB may decide to develop an Application to the WQCC for a Total Nitrogen Temporary Standard. The JUB would require the technical expertise of an environmental consultant to develop and support such an Application that would comply with numerous regulatory requirements. The JUB will define any such tasks as the need arises.

COMPENSATION

- A. As compensation for services to be provided to the BOARD by the CONTRACTOR, the CONTRACTOR shall be compensated through an approved Task Order at a lump sum amount and/or an hourly/direct not to exceed cost payment and shall be negotiated by the BOARD and the CONTRACTOR. All costs must be approved by Task Order at rates in the attached fee schedule.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid to the State of New Mexico by the CONTRACTOR.

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

3. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE BOARD. The term of this Agreement shall be for one (1) year, beginning August 21, 2019 and ending August 20, 2020, with an option to extend the contract an additional three (3) years, one year at a time, if mutually agreeable with the BOARD and the Offeror, in accordance with the Attorney General ruling.

4. TERMINATION

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

5. RENEWAL

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

6. INDEPENDENT CONTRACTOR

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

7. ASSIGNMENT

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

8. SUBCONTRACTING

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

9. RECORDS OF AUDIT

During the term of this Agreement and for three years thereafter, the CONTRACTOR shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the BOARD, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

10. APPROPRIATIONS

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

whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

11. RELEASE

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

12. CONFIDENTIALITY

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without prior written approval by the Village Manager unless required by law or court order, in which case CONTRACTOR will notify the Village Manager of the impending disclosure.

13. CONFLICT OF INTEREST

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

14. AMENDMENT

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

15. SCOPE OF AGREEMENT

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

16. NOTICE

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

17. EQUAL OPPORTUNITY COMPLIANCE

The CONTRACTOR agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the

United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If CONTRACTOR is found to be not in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

18. INDEMNIFICATION

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

19. APPLICABLE LAW

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

20. INCORPORATION BY REFERENCE AND PRECEDENCE

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the CONTRACTOR's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the CONTRACTOR's response to the Request for Proposals.

21. KICKBACK STATEMENT

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

22. NON-COLLUSION

In signing this bid or proposal, the CONTRACTOR certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company

engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

23. NON-DISCRIMINATION

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

24. CAMPAIGN DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the request for proposals. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal

25. THIRD PARTY BENEFICIARIES

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

26. MERGER

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

27. INVALID TERM OR CONDITION

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

28. ENFORCEMENT OF AGREEMENT

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. DEBARMENT AND SUSPENSION

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

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

As required by 45 C.F.R. Part 76, the CONTRACTOR shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the CONTRACTOR, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The CONTRACTOR shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

30. LOBBYING

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal

contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. SURVIVAL

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

32. SUCCESSION

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

33. IMPRACTICALITY OF PERFORMANCE

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

34. NOTICES

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

CONTRACTOR:
5309 Shilshole Avenue NW
Suite 200
Seattle, WA 98107

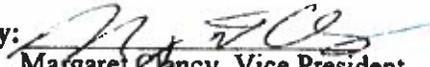
BOARD:
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88315

ASSIGNS

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

IN WITNESS WHEREOF, the parties here to have executed this agreement as of this 21 day of August, 2019.

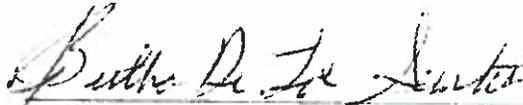
ENVIRONMENTAL SCIENCE ASSOCIATES.

By: 
Margaret Clancy, Vice President

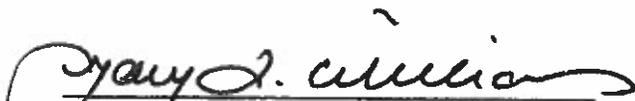
REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD:

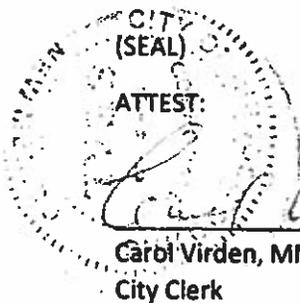

Lynn D. Crawford, Chairman

ATTEST:

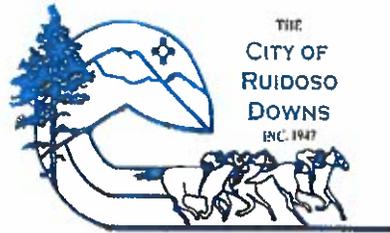

Bertha De Los Santos, MMC
Deputy Clerk

CITY OF RUIDOSO DOWNS:


Gary Williams, Mayor
City of Ruidoso Downs


ATTEST:

Carol Virden, MMC
City Clerk



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members

Presenters: Adam Sanchez,
Public Works Director

Meeting Date: August 19, 2020

<input type="checkbox"/>	Consent Item	3
<input type="checkbox"/>	Public Hearing	
<input checked="" type="checkbox"/>	Regular Item	
<input type="checkbox"/>	Board and Commission	
<input type="checkbox"/>	Appointments	
<input type="checkbox"/>	Workshop Item	

RE: Discussion and Possible Action on Change Order No.1 with SAK Construction, LLC for the Restoration of Existing Sewer Lines and Manholes Phase for the Middle and Lower Segments, Requesting an Increase of 366 Calendar Days From Suspension for a Completion Date of May 5, 2021 and Time and Material for Heavy Mechanical Cleaning of Ten Locations of the Sewer Interceptor Line, in the Amount Not to Exceed \$47,609.88, Excluding Gross Receipts Tax.

Item Summary:

Discussion and Possible Action on Change Order No.1 with SAK Construction, LLC for the Restoration of Existing Sewer Lines and Manholes Phase for the Middle and Lower Segments, Requesting an Increase of 366 Calendar Days From Suspension for a Completion Date of May 5, 2021 and Time and Material for Heavy Mechanical Cleaning of Ten Locations of the Sewer Interceptor Line, in the Amount Not to Exceed \$47,609.88, Excluding Gross Receipts Tax.

Financial Impact:

This Change Order will be funded with FEMA Sandy Recovery Improvement Act (SRIA) grant funds in Capital Projects Account No. 300-281-53060. A budget adjustment will be done upon approval.

Item Discussion:

The objective of change order no. 1 is to perform a heavy mechanical cleaning in ductile iron pipe (DIP) on ten selected locations agreed by the Village of Ruidoso Molzen-Corbin & Associates and SAK Construction to handle the compensation on the selected pipes in the middle and lower segments that will need mechanical cleaning in order to insert the liner in those selected pipes and the additional increase of 366 calendar days making the substantial completion date May 5, 2021.

Recommendations:

To Approve Change Order No.1 with SAK Construction, LLC for the Restoration of Existing Sewer Lines and Manholes Phase for the Middle and Lower Segments, Requesting an Increase of 366 Calendar Days From Suspension for a Completion Date of May 5, 2021 and Time and Material for Heavy Mechanical Cleaning of Ten Locations of the Sewer Interceptor Line, in the Amount Not to Exceed \$47,609.88, Excluding Gross Receipts Tax.

Required Approvals of Agenda Memorandum and Back-Up Documentation:



Bertha De Los Santos, MMC

Deputy Clerk

(Received on: 3/17/20 2:00 pm)
Date Time

Change Order

No. 1

Date of Issuance: August 12, 2020 Effective Date: _____ Date Approved by Owner _____

Project: Rebid – Restoration of Existing Sewer Lines and Manholes	Owner: Village of Ruidoso	Owner's Contract No.: IFB# 2019-007B FEMA Disaster Number 1783/PW155
Contract: Rebid – Restoration of Existing Sewer Lines and Manholes	Date of Contract: June 12, 2019	
Contractor: SAK Construction, LLC	Engineer's Project No.: RUI173-12	

The Contract Documents are modified as follows upon execution of this Change Order:

- Description: 1) Changes to the Contract Time due to Suspension of Work.
- 2) Changes to Scope of Work defined in this Change Order.

Attachments (list documents supporting change):
See attached.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$ 8,366,004.00

Original Contract Times: Working days Calendar days
Substantial completion (days or date): May 4, 2020
Ready for final payment (days or date): June 3, 2020

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. ___ to No. ___:
\$ ---

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. ___ to No. ___:
Substantial completion (days): ---
Ready for final payment (days): ---

Contract Price prior to this Change Order:
\$ 8,366,004.00

Contract Times prior to this Change Order:
Substantial completion (days or date): May 4, 2020
Ready for final payment (days or date): June 3, 2020

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:
\$ 47,609.88

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:
Substantial completion (days or date): 366 Calendar Days
Ready for final payment (days or date): 30 Calendar Days

Contract Price incorporating this Change Order:
\$ 8,413,613.88

Contract Times with all approved Change Orders:
Substantial completion (days or date): May 5, 2021
Ready for final payment (days or date): June 4, 2021

RECOMMENDED:
By: _____
Engineer (Molzen Corbin)
Date: _____

ACCEPTED:
By: _____
Owner (Village of Ruidoso)
Date: _____

ACCEPTED:
By: _____
Contractor (SAK Construction, LLC)
Date: _____

Ruidoso Joint Utility Board
Rebid - Restoration of Existing Sewer Lines & Manholes
Change Order No. 1 - Changes to Contract Price

	Village of Ruidoso	City of Ruidoso Downs	Combined
Original Contract Amount	\$ 4,888,884.00	\$ 3,477,120.00	\$ 8,366,004.00
Changes Based on Videos	\$ (681,887.08)	\$ 521,537.45	\$ (160,349.63)
<u>Delay Costs</u>			
Re-Clean Sewers	\$ 65,239.71	\$ 87,928.30	\$ 153,168.01
SAK Extended Overhead (50/50)	\$ 16,747.00	\$ 16,747.00	\$ 33,494.00
SAK Labor (50/50)	\$ 10,648.75	\$ 10,648.75	\$ 21,297.50
Net Change to Contract Price	\$ 4,299,632.38	\$ 4,113,981.50	\$ 8,413,613.88
CHANGE AMOUNT			\$ 47,609.88

Ruidoso Joint Utility Board
Rebid - Restoration of Existing Sewer Lines & Manholes
Change Order No. 1 - Changes to Contract Time

	Days	Date
<i>Original Contract Time</i>		
Start Date		June 26, 2019
Substantial completion	315	May 4, 2020
Final Completion	345	June 3, 2020
<i>Delay Time</i>		
Permitting/Environmental	280	
Updated Scope	86	
Net Change to Contract Time		
	366	
New Substantial Completion		
	681	May 5, 2021
New Final Completion		
	711	June 4, 2021

CHANGE ORDER JUSTIFICATION

This change is a result of two factors:

- While the project was in construction, FEMA requested that a new Environmental Assessment be conducted on the entire Project 1783, PW155 due to significant changes in the project scope from the original Environmental Document. Also, a new 404 Permit from the US Army Corps of Engineers was required, as well as a new 401 Permit from the New Mexico Environment Department also reflecting the changes.
- A change to the scope of work after a detailed review of the video taping of the sewers, some of which were not accessible prior to the bid.

COPY

Notice of Award

Date: _____

Project: **REBID - Restoration of Existing Sewer Lines and Manholes**

Owner: **Village of Ruidoso** Owner's Contract No.:

Contract: : **REBID - Restoration of Existing Sewer Lines and Manholes** Engineer's Project No.: **RUI173-11**

Bidder: **SAK Construction, LLC**

Bidder's Address: **SAK Construction LLC**

864 Hoff Road

O'Fallon, MO 63366

You are notified that your Bid dated April 24, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for REBID - Restoration of Existing Sewer Lines and Manholes per the complete Scope of Work in the Agreement.

The Contract Price of your Contract is Eight Million Three Hundred Sixty-Six Thousand Four and 00/100 Dollars (\$ 8,366,004.00) exclusive of NMGRT.

The following documents are provided with the Notice of Award:

- Five (5) copies of the Agreement, Performance Bond or Letter of Credit and Payment Bond.
- A Sample Insurance Certificate.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. You must deliver to the Owner's Engineer five (5) fully executed counterparts of the Agreement, the Contract Security Bonds, and Insurance Certificates, as specified in the Instructions to Bidders and General Conditions.
2. List other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Village of Ruidoso
Owner

By: 
Authorized Signature

Mayor / Jub Chair
Title

Copy to Engineer

ATTEST: 
Irma Devine, Village Clerk

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Joint Use Board, Village of Ruidoso Fiscal Agent ("Owner") and
SAK Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

- A. Rehabilitate existing sewers with trenchless lining technology for sewer sizes:
 - 8" approximately 12,104 linear feet
 - 10" approximately 384 linear feet
 - 12" approximately 6,968 linear feet
 - 15" approximately 1,669 linear feet
 - 18" approximately 12,698 linear feet
 - 21" approximately 18,912 linear feet
 - 24" approximately 4,622 linear feet
- B. Rehabilitate existing manholes: interior surfaces for approximately 71 brick manholes and approximately 156 precast manholes.
- C. Construct 8-inch sewer, approximately 553 linear feet.
- D. Construct 12-inch sewer, approximately 268 linear feet.
- E. Construct repairs on existing sewers at approximately 21 locations.
- F. Abandonment of sewer lines and manholes.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

REBID - Restoration of Existing Sewer Lines and Manholes

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Molzen-Corbin & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 315 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 345 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

Eight Million Three Hundred Sixty-Six Thousand Four and 00/100 Dollars
(\$ 8,366,004.00)

- A. For all Work, at the prices stated in Contractor's Bid, refer to Contractor's Bid Form.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions.

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Instructions to Bidders.
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of those listed on the List of Drawings.
 - 9. Addenda (numbers 1 to 1 , inclusive).

10. Contractor's Bid.
 11. Documentation submitted by Contractor prior to Notice of Award.
 12. Notice to Proceed.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions:

1. Contractor and subcontractors shall not use the Department of Homeland Security (DHS) seal, logo, or flag without express permission from DHS.
2. Contractor and subcontractor shall comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures and directives.
3. The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to any party under the contract.
4. Contractor acknowledges its actions pertaining to this contract shall comply with 31 U.S.C Chapter 38 (Administrative Remedies for False Claims and Statements).

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 12, 2019 (which is the Effective Date of the Agreement).

CONTRACTOR:

OWNER:

By: SAK Construction LLC By: Joint Use Board Village of Ruidoso, Fiscal Agent
Boyd Hirtz Title: Vice President Title: Vox Mayor / JUB Chair

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

ATTEST: Bertha De Los Santos
Bertha De Los Santos, Deputy Clerk

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Stu Stalce

Attest: [Signature]

Title: Asst. Secretary

Title: Village Clerk

Address for giving notices:
864 Hoff Rd.
O'Fallon, MO 63366

Address for giving notices:
313 Cree Meadows Dr.
Ruidoso, New Mexico 88345

License No.: _____

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

Agent for service of process:

Corporation Service Company

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2019

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

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

PRODUCER J.W. Terrill, a Marsh & McLennan Agency LLC co 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	CONTACT NAME: Diane Stiehl, CISR PHONE (A/C No. Ext): (314) 594-2719 E-MAIL ADDRESS: dstiehl@jwterril.com	FAX (A/C. No.): (888) 307-1561
	INSURER(S) AFFORDING COVERAGE	
INSURED SAK Construction, LLC 864 Hoff Rd. O'Fallon, MO 63366	INSURER A: Amerisure Mutual Insurance Company NAIC # 23396	
	INSURER B: Continental Casualty Company 20443	
	INSURER C: Starr Indemnity & Liability Company 38318	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1432132801 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP20635770902	8/2/2018	8/2/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA20635760902	8/2/2018	8/2/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 50		1000585238181	8/2/2018	8/2/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC20635781002	8/2/2018	8/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment		C5086483224	8/2/2018	8/2/2019	\$5,000 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 REBID - Restoration of Existing Sewer Lines and Manholes, FEMA Disaster #1783, Project Worksheet 155
 Use Board, Village of Ruidoso, Engineer and Engineering Consultants, (New Mexico Department of Transportation (for projects requiring NMDOT Utility
), and each of their Officers, Agents and employees and Molzen Corbin are included as Additional Insured(s) for General Liability, including completed
 Liability and Automobile Liability with respect to work performed by the Named Insured, if required by written contract.
 Liability includes contractual liability.
 Any notice of cancellation will be given to the named Certificate Holder, for reasons other than non-payment of premium or Insured's request. This 60 day
 cancellation applies to General Liability, Automobile Liability and Excess Liability.

CERTIFICATE HOLDER Village of Ruidoso 313 Cree Meadows Drive Ruidoso NM 88345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CONTRACTOR:

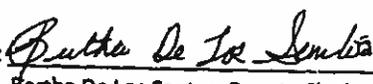
OWNER:

_____ SAK Construction, LLC _____ Joint Use Board Village of Ruidoso, Fiscal Agent

By: _____ By:  Title: _____

_____ Vice President _____ Title: _____ Mayor / JUB Chair
vok

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

ATTEST: 
Bertha De Los Santos, Deputy Clerk

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: 

Title: _____

Title: Village Clerk

Address for giving notices: _____

Address for giving notices: _____

313 Cree Meadows Dr.

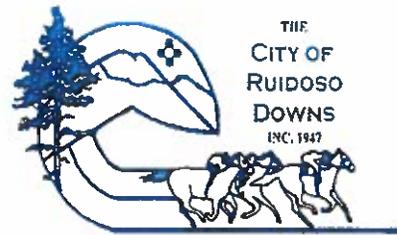
Ruidoso, New Mexico 88345

License No.: _____

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

Agent for service of process: _____

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Isaac Garcia, RWWTP Director
Meeting Date: August 19, 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: 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 D. De Santos

Bertha De Los Santos, MMC
Deputy Clerk

(Received on: 8/12/20 2:00pm
Date Time)

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

DATE	DAY	FLOW	TEMP.	pH	EFFLUENT							
					D.O.	T.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5	
07/01/20	Wed	1.48	21.5	7.22	5.58					0		
07/02/20	Thu	1.41	21.5	7.26	5.56					0		
07/03/20	Fri	1.54	21.6	7.22	5.73					0		
07/04/20	Sat	1.64	21.9	7.24	5.54					4		
07/05/20	Sun	1.71	22.2	7.24	5.46					0		
07/06/20	Mon	1.66	22.3	7.05	5.38					0		
07/07/20	Tue	1.54	22.4	7.14	5.44				2.0	0		
07/08/20	Wed	1.43	22.1	7.19	5.51	2.60	1.19			0	281.0	170.7
07/09/20	Thu	1.42	22.0	7.15	5.73					0	VSS 268.7	pH 7.74
07/10/20	Fri	1.43	22.7	7.23	5.57					0	VOL.95.6%	TEMP. 15.0
07/11/20	Sat	1.50	22.0	7.08	5.79	2.60	1.19	2.0		0	99.1	99.3
07/12/20	Sun	1.59	22.2	7.39	5.66					0	%removal	%removal
07/13/20	Mon	1.55	22.6	7.30	5.49					7		
07/14/20	Tues	1.37	22.5	7.48	5.49					0		
07/15/20	Wed	1.34	22.5	7.17	5.49					0		
07/16/20	Thu	1.38	22.5	7.16	5.50					0		
07/17/20	Fri	1.38	22.1	7.44	5.64					0		
07/18/20	Sat	1.50	22.2	7.34	5.35					1		
07/19/20	Sun	1.64	22.6	7.50	5.47					0		
07/20/20	Mon	1.60	22.6	7.42	5.48					0		
07/21/20	Tues	1.56	22.3	7.30	5.44				2.0	0		
07/22/20	Wed	1.44	22.2	7.26	5.36	2.33	1.39			0	294.8	233.4
07/23/20	Thu	1.45	22.2	7.15	5.54					0	VSS 256.1	pH 7.45
07/24/20	Fri	1.58	22.3	7.20	5.43					0	VOL.86.9%	TEMP. 11.7
07/25/20	Sat	1.73	22.1	7.19	5.47	2.33	1.39	2.0		2	99.2	99.4
07/26/20	Sun	1.93	22.1	7.11	4.71					2	%removal	%removal
07/27/20	Mon	1.67	22.3	7.11	5.34					4		
07/28/20	Tues	1.63	22.2	7.16	5.33					0		
07/29/20	Wed	1.60	22.2	7.22	5.50					0		
07/30/20	Thur	1.57	22.2	7.18	5.71					8		
07/31/20	Fri	1.56	22.2	7.20	5.38					0		
MONTHLY AVG.		1.54				2.47	1.29	2.00				

**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>
7/8/2020	25.9	IMG - Carrizo Canyon
7/8/2020	35.6	Palmer Loop
7/8/2020	22.1	Apache Travel Center

FOG RESULTS (RWWTP - INFLUENT)

Ruidoso Downs, New Mexico

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
6/3/2020	32.5	Influent Before Bar Screen

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

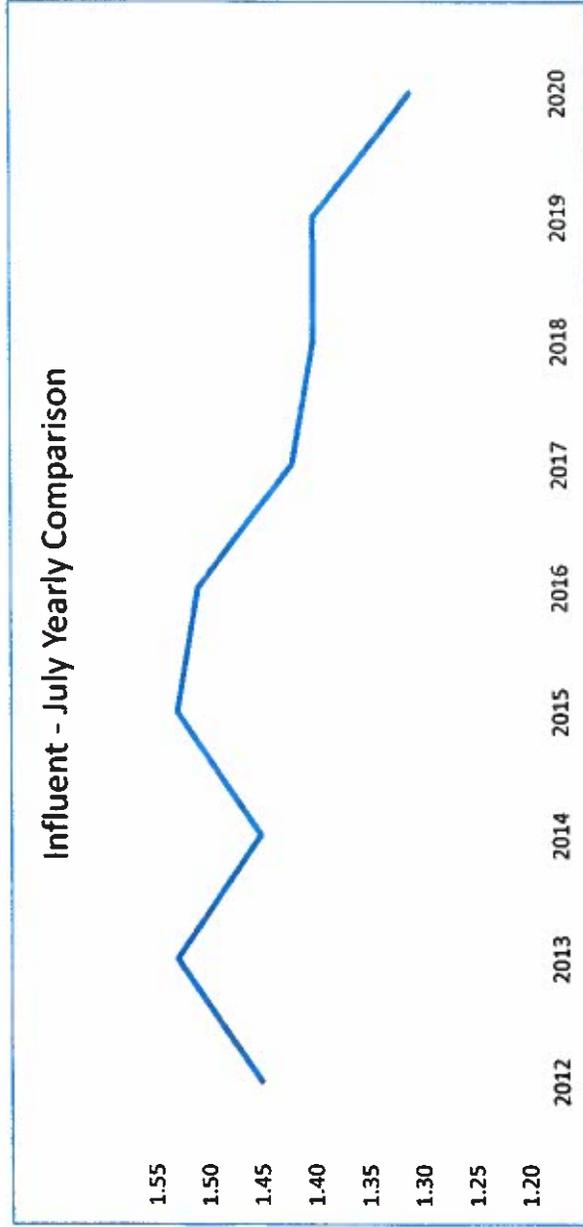
<u>Name</u>	<u>Limits</u>	<u>Description</u>
Flows (MGD)		Treated Effluent Leaving To The Rio-Ruidoso in Million Gallons per Day (MGD)
TEMP (Celsius) °		Temperature of Effluent Leaving Facility
pH	6.6 - 8.8	pH of Effluent Leaving the Facility
D.O. (mg/l)		Dissolved Oxygen in Effluent Leaving to the Rio-Ruidoso
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)

Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - July Yearly Comparison

2012	1.45
2013	1.53
2014	1.45
2015	1.53
2016	1.51
2017	1.42
2018	1.40
2019	1.40
2020	1.31

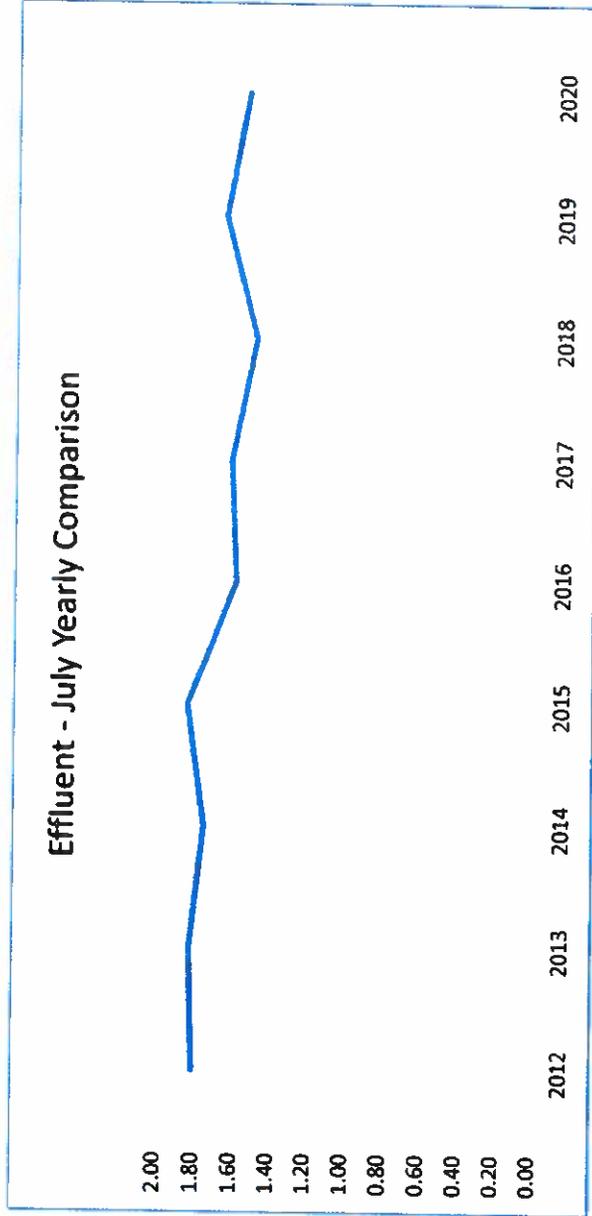


Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

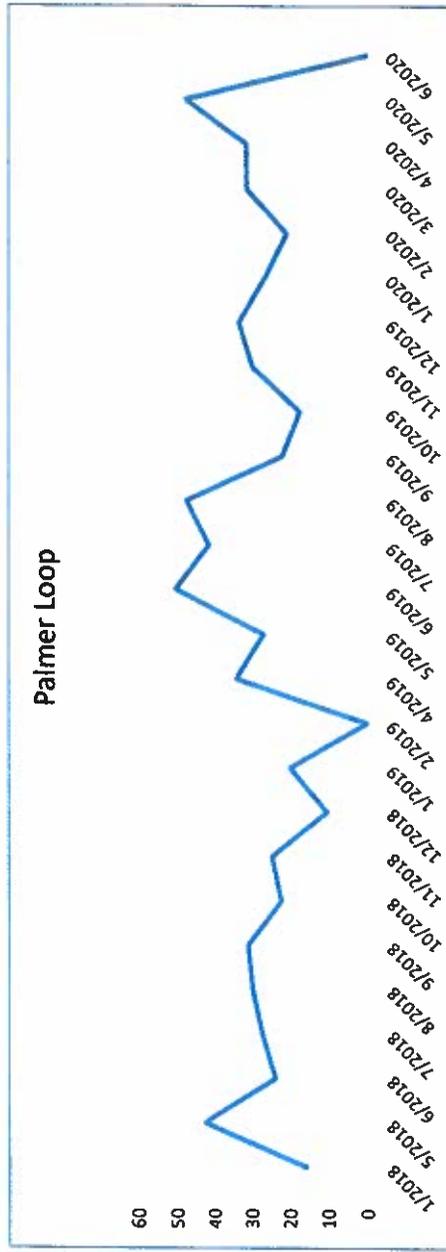
Effluent - July Yearly Comparison

2012	1.80
2013	1.82
2014	1.75
2015	1.84
2016	1.59
2017	1.62
2018	1.49
2019	1.66
2020	1.54



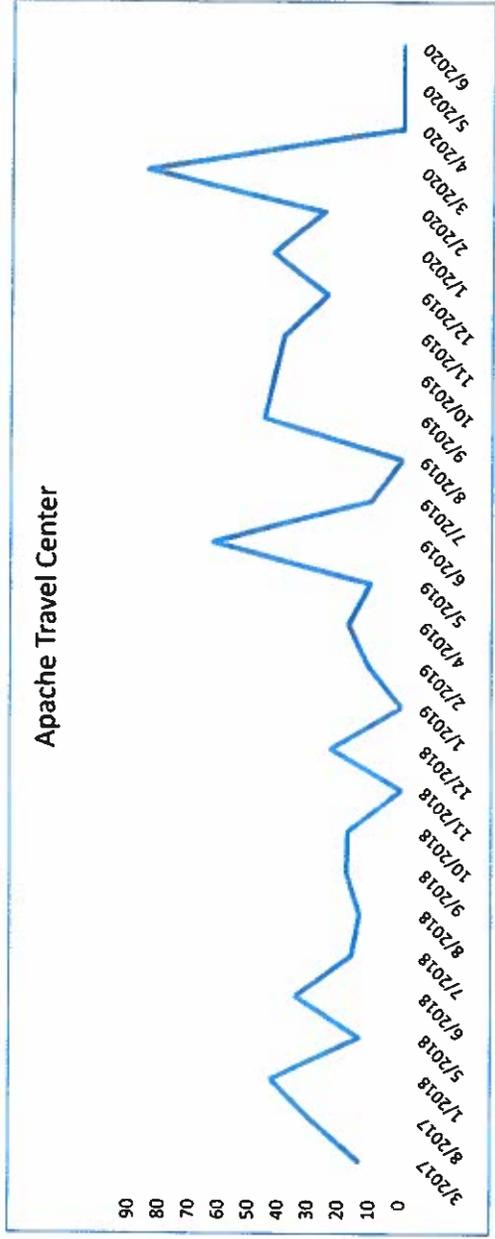
Manager's Report - RWWTP
FOG Results - Palmer Loop
July 2020

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
7/2020	35.6



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

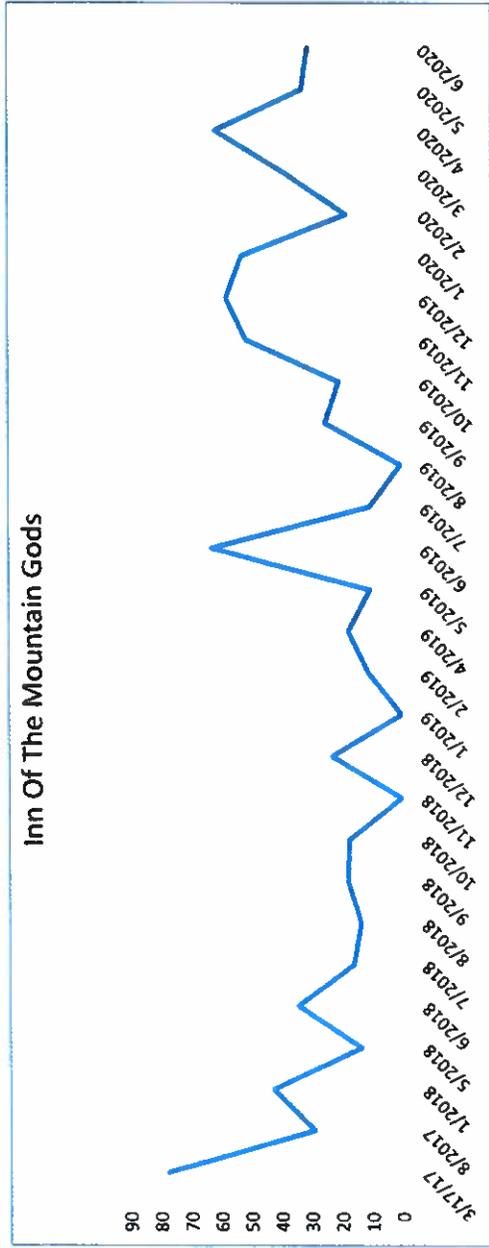
Collection Month/Year	Results
3/2017	13.6
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	ND
12/2018	23.0
1/2019	ND
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	45.6
10/2019	42.3
11/2019	38.9
12/2019	24.6
1/2020	42.6
2/2020	25.6
3/2020	85.2
4/2020	0.0
5/2020	Closed
6/2020	Closed
7/2020	22.1



Manager's Report - RWWTP

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

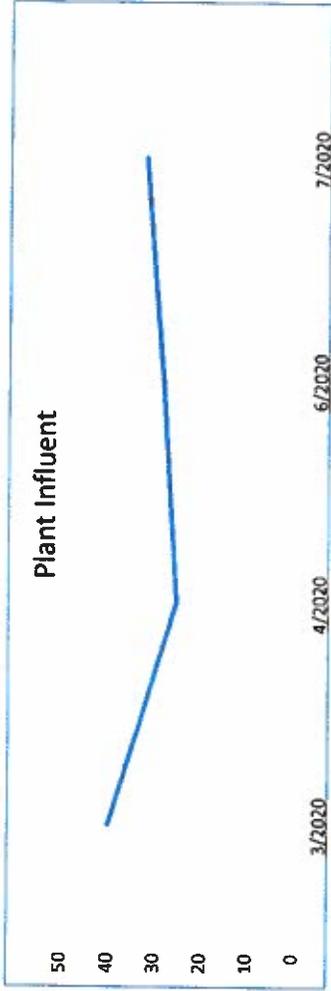
Collection Month/Year	Results
3/17/17	77.8
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	0.0
12/2018	23.0
1/2019	0.0
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	24.9
10/2019	20.3
11/2019	51.1
12/2019	57.6
1/2020	52.4
2/2020	17.7
3/2020	38.2
4/2020	61.2
5/2020	32.2
6/2020	30.2
7/2020	25.9



Manager's Report - RWWTP

FOG Results - Plant Influent
July 2020

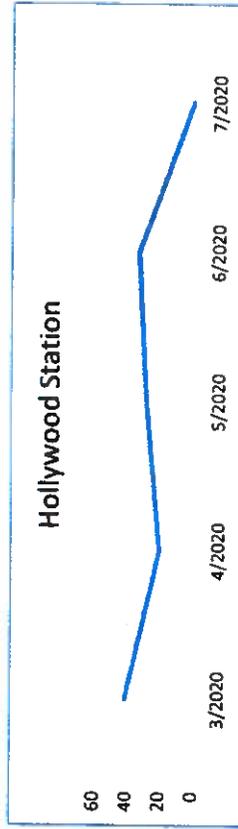
Collection Month/Year	Results
3/2020	40.2
4/2020	25.6
6/2020	28.6
7/2020	32.5



Manager's Report - RWWTP

FOG Results - Hollywood Station
July 2020

Collection Month/Year	Results
3/2020	40.7
4/2020	20.3
5/2020	28.6
6/2020	33.2
7/2020	N/A



Manager's Report - RWWTP

FOG Results - CORD
July 2020

Collection Month/Year	Results
3/2020	-0.5 40.2-40.7
4/2020	5.3 25.6-20.3
6/2020	-4.6 28.6-33.2

